



W A V E R L E Y  
COUNCIL

## 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 21 AUGUST 2018**

A handwritten signature in grey ink, appearing to read 'R. B. McLeod'.

Ross McLeod  
**General Manager**

Waverley Council  
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## AGENDA

### PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The General Manager will 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 will 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

#### 2. Declarations of Pecuniary and Non-Pecuniary Interests

#### 3. Addresses by Members of the Public

#### 4. Confirmation and Adoption of Minutes

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Nil

## 11. Meeting Closure

## CONFIRMATION AND ADOPTION OF MINUTES CM/4.1/18.08



WAVERLEY  
COUNCIL

**Subject:** Confirmation of Minutes - Council Meeting - 17 July 2018

**TRIM No.:** SF18/215

**Author:** Al Johnston, Governance and Internal Ombudsman Officer

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### RECOMMENDATION:

That the minutes of the Council Meeting held on 17 July 2018 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 - 17 July 2018 .



**MINUTES OF THE WAVERLEY COUNCIL MEETING  
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON  
TUESDAY, 17 JULY 2018**

**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 Leon Goltsman	Bondi 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

**Staff in attendance:**

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

*At the commencement of proceedings at 7.00 pm, those present were as listed above.*

*At 10.48 pm, Cr Burrill left the meeting and did not return.*

**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 O'Neill.

**2. Declarations of Pecuniary and Non-Pecuniary Interests**

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

**3. Addresses by Members of the Public**

3.1 L Kulakauskas (on behalf of Bondi Beach Precinct) – CM/7.9/18.07 – High Impact Events 2018–19.

3.2 A Aaron (on behalf of Vaucluse/Diamond Bay Precinct) – CM/7.11/18.07 – Clarke Reserve.

3.3 A resident – CM/7.11/18.07 – Clarke Reserve.

3.4 A resident – CM/7.11/18.07 – Clarke Reserve.

3.5 P Drake-Brockman – CM/7.11/18.07 – Clarke Reserve.

3.6 B Styles – CM/7.11/18.07 – Clarke Reserve.

3.7 S Weymouth – CM/7.12/18.07 – Petition – Resident Parking Scheme in Henrietta Street, Waverley.

**4. Confirmation and Adoption of Minutes**

**CM/4.1/18.07 Confirmation of Minutes - Council Meeting - 19 June 2018 (SF18/215)**

**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Copeland

That the minutes of the Council meeting held on 19 June 2018 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

**CM/4.2/18.07                      Confirmation of Minutes - Extraordinary Council Meeting - 3 July 2018  
(SF18/215)**

**MOTION / UNANIMOUS DECISION**

Mover:        Cr Wakefield  
Seconder:     Cr Wy Kanak

That the minutes of the Council meeting held on 3 July 2018 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

**CM/4.3/18.07                      Adoption of Minutes - Waverley Traffic Committee Meeting - 28 June 2018  
(SF18/241)**

**MOTION / DECISION**

Mover:        Cr Wakefield  
Seconder:     Cr Kay

That Part 1 of the minutes of the Waverley Traffic Committee meeting held on 28 June 2018 be received and noted, and that the recommendations contained therein be adopted.

Save and except the following:

TC/CV.01/18.06 – Implementation of 15 Minute ‘Drop in’ Zones.

And that this item be dealt with separately below.

**CM/4.3.1/18.07                      Implementation of 15 Minute ‘Drop In’ Zones (SF17/2767)**

*This item was saved and excepted by Cr Betts.*

**MOTION**

Mover:        Cr Betts  
Seconder:     Cr Burrill

That:

1. Council introduces 15 minute free ‘drop in’ zones at the following locations:

(a) Bondi Junction (XX spaces)

(i) Spring Street, Bondi Junction

However, no spaces be converted to 15 minute zones in Spring Street until after the cycle path has been installed.

Convert the crossing across the disused driveway between 3A Bronte Road and 99 Spring Street to 1/2 P parking space.

(ii) Bronte Road, Bondi Junction

6 m on the eastern side of Bronte Road outside 28–32 Bronte Road. Move No stopping sign 10 m north and remove meter WBRO02 (1 space) (as suggested by the Traffic

Committee).

(iii) Hollywood Avenue, Bondi Junction

Western side of Hollywood Avenue adjacent to 241 Oxford Street extending 13 m south from the current Mail Zone (2 spaces).

(b) Charing Cross (4 spaces)

(i) Bronte Road, Charing Cross

Eastern side of Bronte Road outside 280 and 282 Bronte Road extending 11 m north of existing Motorbike Parking (2 spaces).

Western side of Bronte Road south outside 245 Bronte Road extending 11.5 m south from the adjacent driveway (2 spaces).

(c) Bondi Beach (7 spaces)

(i) Curlewis Street, Bondi Beach

Southern side of Curlewis Street outside 155 Curlewis Street extending 11 m west from the current No Stopping (2 spaces).

(ii) Hall Street, Bondi Beach

Northern side of Hall Street outside 51–53 Hall Street between existing driveways (1 space).

Southern side of Hall Street outside 80 Hall Street extending 11 m east of current No Stopping (2 spaces).

(iii) Campbell Parade, Bondi Beach

Western side of Campbell Parade outside 140–144 extending 16.5 m south of the current ticket parking closing sign (2 spaces).

2. Council converts the free 'P 10 minute' parking spaces on Hall Street and Jaques Avenue, Bondi Beach into 15 minute free 'drop in' spaces.

3. A report come back to the Traffic Committee after the cycling path is installed in Bondi Junction assessing if additional spaces should be allocated in:

(a) Bondi Junction

(b) Charing Cross.

(c) Bondi Beach.

4. All changes be put on exhibition for community consultation prior to installation.

**FORESHADOWED MOTION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That the Traffic Committee's recommendation be adopted.

THE MOTION WAS PUT AND DECLARED LOST.

**Division****For the Motion:** Crs Betts, Burrill, Goltsman, Kay and Nemesh.**Against the Motion:** Crs Copeland, Lewis, Keenan, Masselos, Wakefield and Wy Kanak.

THE FORESHADOWED MOTION NOW BECAME THE SUBSTANTIVE MOTION.

THE MOVER AND SECONDER OF THE SUBSTANTIVE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 3(a) OF THE SUBSTANTIVE MOTION SUCH THAT IT NOW READ AS FOLLOWS:

3. A report come back to the Traffic Committee allocating:
  - (a) Two additional spaces in west Oxford Street, Bondi Junction.
  - (b) One additional space in Charing Cross. Suggested locations include outside Vinnies and the western side of the pedestrian crossing on Bronte Road at the intersection of Albion Street.
  - (c) One additional space on Campbell Parade, south of Hall Street.

**AMENDMENT 1**

Mover: Cr Burrill

Seconder: Cr Goltsman

That the Substantive Motion be adopted subject to the deletion of clause 1(a)(ii).

THE AMENDMENT WAS PUT AND DECLARED LOST.

**Division****For the Amendment:** Crs Betts, Burrill, Goltsman, Kay and Nemesh.**Against the Amendment:** Crs Copeland, Lewis, Keenan, Masselos, Wakefield and Wy Kanak.

THE MOVER AND SECONDER OF THE SUBSTANTIVE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 1(c)(ii) OF THE SUBSTANTIVE MOTION SUCH THAT IT NOW READ AS FOLLOWS:

- (ii) Hall Street, Bondi Beach
  - Northern side of Hall Street outside 51–53 Hall Street between existing driveways (2 spaces).
  - Southern side of Hall Street outside 80 Hall Street extending 11 m east of current 'No Stopping' (2 spaces).

THE MOVER AND SECONDER OF THE SUBSTANTIVE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 3 OF THE SUBSTANTIVE MOTION SUCH THAT IT NOW READ AS FOLLOWS:

3. A report come back to the Traffic Committee recommending where additional spaces can be allocated in:
  - (a) West Oxford Street, Bondi Junction.

- (b) Charing Cross.
- (d) Hall Street, Bondi Beach.

THE MOVER AND SECONDER OF THE SUBSTANTIVE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 1(a)(i) OF THE SUBSTANTIVE MOTION SUCH THAT IT NOW READ AS FOLLOWS:

- (i) Spring Street, Bondi Junction

Southern side of Spring Street immediately east of the Eastgate loading dock exit and Community Buses parking, and extending 11 m east (2 spaces) and install an MPS parking space adjacent to 3A Bronte Road (Medical Centre) extending 6 m west.

Southern side of Spring Street outside 35 Spring Street extending 11 m west from the current Loading Zone towards the adjacent driveway (2 spaces).

THE MOVER AND SECONDER OF THE SUBSTANTIVE MOTION THEN ACCEPTED AMENDMENTS TO CLAUSE 1(a)(iii) AND CLAUSE 3 OF THE SUBSTANTIVE MOTION SUCH THAT THEY NOW READ AS FOLLOWS:

- (iii) Hollywood Avenue, Bondi Junction

Western side of Hollywood Avenue adjacent to 241 Oxford Street extending 16.5 m south from the current Mail Zone (2 spaces).

- 3. A report come back to the Traffic Committee recommending where additional spaces can be allocated in:

- (a) West Oxford Street, Bondi Junction.
- (b) Hollywood Avenue, Bondi Junction.
- (c) Charing Cross.
- (d) Hall Street, Bondi Beach.

#### **AMENDMENT 2**

Mover: Cr Burrill  
Secunder: Cr Betts

That the Substantive Motion be adopted subject to the deletion of the second paragraph of clause 1(a)(i).

THE AMENDMENT WAS PUT AND DECLARED LOST.

THE MOVER AND SECONDER OF THE SUBSTANTIVE MOTION THEN ACCEPTED THE ADDITION OF THE FOLLOWING CLAUSE TO THE SUBSTANTIVE MOTION:

‘All changes be put on exhibition for a period of 28 days for community consultation prior to installation, and a report come back to Council.’

THE SUBSTANTIVE MOTION NOW READ AS FOLLOWS:

That the Traffic Committee’s recommendation be adopted subject to being amended to read as follows:

That:

1. Council introduces free 'P 15 minute' parking zones at the following locations:

(a) Bondi Junction (7 spaces)

(i) Spring Street, Bondi Junction

Southern side of Spring Street immediately east of the Eastgate loading dock exit and Community Buses parking, and extending 11 m east (2 spaces) and install an MPS parking space adjacent to 3A Bronte Road (Medical Centre) extending 6 m west.

Southern side of Spring Street outside 35 Spring Street extending 11 m west from the current Loading Zone towards the adjacent driveway (2 spaces).

(ii) Bronte Road, Bondi Junction

6 m on the eastern side of Bronte Road outside 28–32 Bronte Road. Remove meter WBRO02 (1 space).

(iii) Hollywood Avenue, Bondi Junction

Western side of Hollywood Avenue adjacent to 241 Oxford Street extending 16.5 m south from the current Mail Zone (2 spaces).

(b) Charing Cross (4 spaces)

(i) Bronte Road, Charing Cross

Eastern side of Bronte Road outside 280 and 282 Bronte Road extending 11 m north of existing Motorbike Parking (2 spaces).

Western side of Bronte Road south outside 245 Bronte Road extending 11.5 m south from the adjacent driveway (2 spaces).

(c) Bondi Beach (8 spaces)

(i) Curlewis Street, Bondi Beach

Northern side of Curlewis Street extending 11 m west from the current 'No Stopping' (2 spaces).

(ii) Hall Street, Bondi Beach

Northern side of Hall Street outside 51–53 Hall Street between existing driveways (2 spaces).

Southern side of Hall Street outside 80 Hall Street extending 11 m east of current 'No Stopping' (2 spaces).

(iii) Campbell Parade, Bondi Beach

Western side of Campbell Parade outside 140–144 extending 11.5 m south of the current spaces (2 spaces).

2. Council converts the free 'P 10 minute' parking spaces on Hall Street and Jaques Avenue, Bondi

Beach, into free 'P 15 minute' parking zones.

3. A report come back to the Traffic Committee recommending where additional spaces can be allocated in:
  - (a) West Oxford Street, Bondi Junction.
  - (b) Hollywood Avenue, Bondi Junction.
  - (c) Charing Cross.
  - (d) Hall Street, Bondi Beach.
4. All changes be put on exhibition for a period of 28 days for community consultation prior to installation, and a report come back to Council.

THE SUBSTANTIVE MOTION WAS THEN PUT AND DECLARED CARRIED UNANIMOUSLY.

**UNANIMOUS DECISION:** That the Substantive Motion be adopted.

## 5. Mayoral Minutes

### CM/5.1/18.07 West Oxford Street (A13/0636-02)

#### MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield

That Council:

1. Investigates and enacts measures to oppose any potential decision by the Department of Planning and Environment, acting under delegation from the Minister for Planning, to support the proposed planning proposal for 194 Oxford Street, Bondi Junction.
2. Forms a delegation of the Mayor and Ward Councillors to meet with the Minister for Planning, Anthony Roberts, to discuss these planning issues.

#### Division

**For the Motion:** Crs Betts, Burrill, Copeland, Goltsman, Kay, Keenan, Lewis, Masselos, Nemesh, Wakefield and Wy Kanak.

**Against the Motion:** Nil.

### CM/5.2/18.07 Dockless Bikes (A17/0445)

#### MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield

That Council pursues, in the case where an order is appropriate, the issuing of a 'Preventative Pollution Order' under the provisions of the *Protection of the Environment Operations Act 1997* to all bike share companies operating in Waverley requiring a clean-up and removal of abandoned bicycles, including those currently held by Council.

**CM/5.3/18.07 Ernie Page (A02/0276)****MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

That:

1. Council identifies a suitable memorial for the Hon. Ernie Page.
2. Council approaches Randwick Council to participate in honouring the memory of Ernie Page.
3. A report come back to Council, which includes a methodology for the future recognition of eminent residents.
4. Council notes that it will be receiving a report on commemorative tributes at a future Council meeting.

**CM/5.4/18.07 Bondi to Manly Walk (A16/0608)****MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

That Council investigates the endorsement of, and participation in, the Bondi to Manly walk project.

**Background**

The Bondi to Manly Walk is a project to link all of the existing coastal and harbourside walking tracks and paths on existing public land between Australia's two most famous surf beaches, Bondi and Manly, in an 80 kilometre walk around the foreshore of Sydney Harbour.

The installation of physical way marks, along an agreed walking track from Bondi Beach all the way to Manly Beach, is required in order to complete this project.

See <<https://www.dropbox.com/s/yxwpccon65ren42/28052018-Bondi%20to%20Manly%20Walk%20Proposal.pdf?dl=0>>.

**CM/5.5/18.07 E-waste (A11/0635)****MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

That Council:

1. Considers a 'pop-up' e-waste collection adjacent to the container deposit collection point at Park Drive, Bondi Beach, during a short period until the end of September 2018.
2. Advertises and promotes the pop-up on Council's website and in other material.

*Cr Masselos was not present for the vote on this item.*

## 6. Obituaries

Allan Scott  
Liz Jackson  
Fred Dutton  
Irene Doutney  
Emil Schwartz

*Council rose for a minute's silence for the souls of people generally who have died in our Local Government Area.*

## 7. Reports

### **CM/7.1/18.07 Request for Leave of Absence - Cr Burrill (A03/0029)**

*At 10.48 pm, following the vote on this item, Cr Burrill left the meeting and did not return.*

#### **MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield  
Seconder: Cr Kay

That Council grants Cr Burrill leave of absence from Council for the period 7 August 2018 to 5 September 2018.

### **CM/7.2/18.07 Asbestos Issues at Council Chambers (A18/0330)**

#### **MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield  
Seconder: Cr Wy Kanak

That Council:

1. Notes the actions taken by the Acting General Manager and General Manager in responding to the disturbance of asbestos in the Council Chambers in May 2018, as outlined in this report.
2. Notes that the reports from Hibbs and Associates and the clearance from SafeWork NSW have confirmed that the Council Chambers is fit for occupation.
3. Approves the expenditure of \$115,000 in responding to the asbestos incident, with the funds coming from the SAMP Buildings Reserve.
4. Approves funding of \$150,000 for the investigation of asbestos and other hazardous materials at other Council facilities and the updating or development of Asbestos Management Plans as necessary, with funding to be drawn from the SAMP Buildings Reserve.

*Crs Burrill and Masselos were not present for the consideration and vote on this item.*

**CM/7.3/18.07 Council Accommodation Study (A04/1931)****MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council defers consideration of this matter to allow a workshop detailing and analysing the need for an organisational strategy of Council's future accommodation requirements for office, Chambers, meeting rooms, community space and operational property.

*Cr Burrill was not present for the consideration and vote on this item.*

**CM/7.4/18.07 Investment Policy - Review (A05/0197)****MOTION / DECISION**

Mover: Cr Copeland

Seconder: Cr Wakefield

That Council:

1. Adopts Option 2 (Attachment 2 to this report) of the recommendation, subject to the following changes:

- (a) Amend the Individual Counterparty Limits Table as follows:

Category AAA – Unchanged.

Category AA – Maximum is reduced from 25% to 20%.

Category A – Maximum is increased from 20% to 25%.

Category BBB – Unchanged.

Such that the table appears as:

Individual Counterparty Limits

Long Term Credit Ratings Categories	Short Term Credit Ratings	Maximum
AAA	A-1+	40%
AA	A-1	20%
A	A-2	25%
BBB	–	15%

- (b) Amend section 5.1(e) to read as follows:

'Investments in ethically, socially and environmentally beneficial alternatives.

Council invests in alternatives by observing quadruple bottom line accounting principles over both short-term and long-term outlooks—society, environment, economic/financial, civic leadership/governance—and where financial institutions are offering an equal or better return on investment, and within the prevailing legislation and current Investment Policy risk management guidelines.

More specifically, a commitment to (including but not limited to): investments that provide for

the ethical treatment of both shareholders and stakeholders; support development of co-operative ownership and control of the work place; high quality products and services; local ventures; appropriate technology; ecologically sustainable practices; social and economic justice; peace and non-violence; and the use of renewable resources.

And avoiding investments that create pollution (such as fossil fuel industries); that are speculative; that exploit workers, customers and/or the environment; that are engaged in alcohol, tobacco and arms manufacture; that inhibit human rights; and that damage non-renewable resources.'

2. Prepares a further report detailing and analysing options for investment in 'green bonds.'

**Division**

**For the Motion:** Crs Copeland, Lewis, Keenan, Masselos, Wakefield and Wy Kanak.

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

**CM/7.5/18.07 Investment Portfolio Report - June 2018 (A03/2211)**

**MOTION / DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council:

1. Receives and notes this report.
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/7.6/18.07 Status of Council Resolutions (A17/0673)**

**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council:

1. Receives and notes this report on the status of Mayoral Minutes and Notices of Motion adopted by Council from September 2012 to May 2018.
2. Notes that all resolutions of Council are being tracked, but only Mayoral Minutes and Notices of Motion have been requested to be reported back to Council on a quarterly basis.

*Cr Burrill was not present for the consideration and vote on this item.*

**CM/7.7/18.07                      Southern Sydney Regional Organisation of Councils (SSROC) - Further Update on Changes to Governance and Structure (A08/1115)****MOTION / UNANIMOUS DECISION**

Mover:        Cr Wakefield

Seconder:    Cr Wy Kanak

That Council advises SSROC of the following matters in regard to the proposed changes to the governance and structure of the organisation:

1.     SSROC should pursue the Committee of Mayors option, contingent on the establishment of specialist/topic subcommittees to which Councillors are elected as delegates from each member Council.
2.     Support for the creation of a formally prescribed Committee of General Managers with appropriate delegated powers.
3.     Support for the creation of various elected member Committees on specific themes of common interest amongst member organisations.
4.     Support that any future trading model selected is for a 'not-for-profit' organisation as at present.
5.     Support greater accountability, attendance and representation by member Councils at the SSROC committee meetings.

*Cr Burrill was not present for the consideration and vote on this item.*

**CM/7.8/18.07                      Parking Meter Fees and Charges (SF17/2867)****MOTION / UNANIMOUS DECISION**

Mover:        Cr Wakefield

Seconder:    Cr Wy Kanak

That Council:

1.     Defers consideration of this report on the financial implications of switching off the parking meters in Queen Elizabeth Drive, Park Drive and/or Campbell Parade after 7 pm to February 2019 to be considered with an analysis of the effects of the recent changes to metered parking in Bondi Junction, and includes:
  - (a)    The pros and cons of each option, adding further options that extend the 7 pm winter timing from three months (June–August) to six months (May–October) for the Queen Elizabeth Drive/ Park Drive North option and for other options where meter parking changes are proposed.
  - (b)    An updated financial assessment.
2.     Places the proposed parking meter fees and charges as per Option 1 in Attachment 1 to this report on public exhibition for a period of 28 days, in accordance with section 610F of the *Local Government Act 1993*.

**CM/7.9/18.07 High Impact Events 2018-19 (A17/0607)****MOTION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council:

1. Notes the program of high impact events scheduled for the period 1 July 2018 to 30 June 2019 and the current approval process, as set out in Attachment 1 to this report.
2. Notes that all scheduled high impact events are required to comply with Council's existing Events Policy and Event Management Guidelines.
3. Commences negotiations with the relevant event organisers regarding future contractual and/or procurement arrangements for the delivery of the following events from 2019 onwards in accordance with the next steps outlined in Attachment 1 to this report:
  - (a) City2Surf.
  - (b) Sculptures by the Sea.
  - (c) Bowl-A-Rama.
  - (d) Open Air Cinema, to be held within the Bondi Pavilion internal courtyard area.
  - (e) Flickerfest.
  - (f) Bondi Winter Magic.
  - (g) Latin American Festival. Consideration be given to making this festival a more wide-ranging, multicultural event.
4. Notes that all contractual/procurement arrangements will be brought back to Council for final approval.

**AMENDMENT**

Mover: Cr Goltsman

Seconder: Cr Kay

That the Motion be adopted subject to clause 3(g) being amended to read as follows:

'Latin American Festival.'

THE AMENDMENT WAS PUT AND DECLARED LOST.

**Division****For the Amendment:** Crs Betts, Burrill, Goltsman, Kay and Nemesh.**Against the Amendment:** Crs Copeland, Lewis, Keenan, Masselos, Wakefield and Wy Kanak.

THE MOTION WAS THEN PUT AND DECLARED CARRIED UNANIMOUSLY.

**UNANIMOUS DECISION:** That the Motion be adopted.*L Kulakauskas (on behalf of Bondi Beach Precinct) addressed the meeting.*

**CM/7.10/18.07      100th Anniversary of the End of World War I (A14/0251)****MOTION**

Mover: Cr Wakefield

Seconder: Cr Nemesh

That:

1. Council recognises the 100<sup>th</sup> anniversary of Remembrance Day on 11 November 2018 during the Remembrance Day Ceremony at Waverley Cenotaph.
2. Council approves the following text, subject to consultation with Bondi Junction/Waverley RSL, for the memorial plaque:

Lest we forget  
1918 – 2018

The Waverley Soldier's Memorial was unveiled in 1918 to honour Australians killed in World War I. On the 100 year commemoration of the end of World War I, we pay our respects to all who have fought and died in all forms of conflict.

Unveiled by the Mayor of Waverley,  
11 November 2018

3. Council organises a lunch for guests in Chambers following the Remembrance Day Ceremony.
4. If possible, the text include the name of all Councillors.

**AMENDMENT**

Mover: Cr Betts

Seconder: Cr Goltsman

That the Motion be adopted subject to the deletion of clause 4.

THE AMENDMENT WAS PUT AND DECLARED CARRIED UNANIMOUSLY.

**Division**

**For the Amendment:** Crs Betts, Copeland, Goltsman, Kay, Keenan, Lewis, Masselos, Nemesh, Wakefield and Wy Kanak.

**Against the Amendment:** Nil.

THE AMENDMENT NOW BECAME THE SUBSTANTIVE MOTION AND WAS PUT AND DECLARED CARRIED UNANIMOUSLY.

**UNANIMOUS DECISION:** That the Substantive Motion be adopted.

*Cr Burrill was not present for the consideration and votes on this item.*

**CM/7.11/18.07          Clarke Reserve (A14/0202)****MOTION / UNANIMOUS DECISION**

Mover:      Cr Wakefield

Seconder:   Cr Wy Kanak

That Council:

1.      Proceeds with the installation of additional planting, edging and the supply and installation of a garden barrier around the section of playground fronting pedestrian footpaths, as detailed in this report, subject to:
  - (a)    Council officers developing a landscape plan for community consultation with the Diamond Bay/Vaucluse Precinct and local community that includes information on:
    - (i)    What vegetation will be planted.
    - (ii)   Where the vegetation will be planted.
  - (b)    Consideration being given to extending part or all of the low profile landscape vegetation boundary to the north-eastern boundary.
  - (c)    A Council 'have your say day' at Clarke Reserve before September detailing the landscape plan.
2.      Installs a new children's slippery dip incorporated into an expanded playground area.
3.      Re-locates the existing plantings from large sections of the area overlooking the ocean adjacent to the coastal fencing on the western side, and removes the larger trees that have grown alongside.
4.      Urgently installs permanent signage, including footpath-stencilled signs, that identifies Clarke Reserve as a 24/7 dog on-leash area, and that dogs are prohibited from being within 10 metres of any play equipment.
5.      Timetables the regular attendance and increased presence of rangers for the control of dogs and other issues.
6.      Allocates up to \$70,000 from Council's various budgets as part of the Q1 budget amendment.
7.      Informs the Diamond Bay/Vaucluse Precinct Committee of its decision.
8.      Develops an education plan for dog owners using and passing through the Reserve.
9.      Notes that a suitable cradle seat for small toddlers will be installed, and that suitable plantings will replace the inappropriate plantings in the playground as outlined in this report.
10.    Officers monitor the effectiveness of the barrier over the next 12 months.

*A Aaron (on behalf of Vaucluse/Diamond Bay Precinct), two residents, P Drake-Brockman and B Styles addressed the meeting.*

**CM/7.12/18.07          Petition - Resident Parking Scheme in Henrietta Street, Waverley (A03/2581)****MOTION / UNANIMOUS DECISION**

Mover:        Cr Kay  
Seconder:    Cr Copeland

That:

1. The petition requesting resident parking on Henrietta Street, Waverley, from the corner of Victoria Street to Birrell Street, be forwarded to the Executive Manager, Creating Waverley, for an appropriate Council-organised survey of residential parking.
2. Council officers re-survey Langlee Avenue and Seaview Street at the same time as Henrietta Street is surveyed, for the following reasons:
  - (a) There being 100% parking occupancy in both Langlee Avenue and Seaview Street during site inspection on Thursday, 7 June 2018 at 10 am.
  - (b) The adjacent Henrietta Street being the subject of the petition in clause 1 above.
  - (c) Council's decision to defer consideration of a Resident Parking Scheme in Langlee Avenue and Seaview Street until the request for resident parking in Henrietta Street is assessed.
3. The results of both surveys be presented to the same Waverley Traffic Committee meeting, and include statistics on respondents with and without off-street parking.

*Cr Nemesh was not present for the vote on this item.*

*S Weymouth addressed the meeting.*

**CM/7.13/18.07          Tender Evaluation - Fire Services (A18/0170)****MOTION / UNANIMOUS DECISION**

Mover:        Cr Wakefield  
Seconder:    Cr Wy Kanak

That Council:

1. Treats the attachment to this report as confidential in accordance with section 11(3) of the *Local Government Act 1993*, as it relates to a matter specified in section 10A(2)(c) of the *Local Government Act 1993*. The report 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 Hirotec Maintenance Pty Ltd as the preferred tenderer for the supply and maintenance of fire services for the sum of \$328,256.14 (excluding GST).
3. Authorises the General Manager, or delegated representatives, to enter into contract on behalf of Council and Hirotec Maintenance Pty Ltd.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

## 8. Notices of Motion

### CM/8.1/18.07 Investment Policy - Amendment (A05/0197)

*This Notice of Motion was withdrawn at the meeting by Cr Copeland.*

### MOTION (WITHDRAWN)

That Council:

1. Amends the Investment Policy to read as in the two tables in 5.1 Investment Framework (a) and (b) below, and notes that this motion proposes to change the AAA, AA and A ratings by 5% and accepts the other % changes proposed by Prudential Investment Services by replacing the Current Maximums with the Proposed Maximums. See footnotes below table (b).

## 5. Policy Content

### 5.1. Investment Framework

#### (a) Portfolio Credit Framework

The maximum available limits in each rating category are as follows:

**Portfolio Credit Limits**

Long Term Credit Ratings Categories	Short Term Credit Ratings	Current Maximum	Proposed Maximum
AAA	A-1+	100%	100%
AA	A-1	100%	100%
A	A-2	60%	60%
B	-	20%	30%^

### Specific Ministerial Approved Forms of Investment

NSW Treasury Corp Deposits and TcorpIM Funds^	100%
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#### (b) Counterparty/Institution Credit Framework

Exposure to individual counterparties/financial institutions will be restricted by their credit rating so that single entity exposure is limited, as detailed in the table below:

**Individual Counterparty Limits**

Long Term Credit Ratings Categories	Short Term Credit Ratings	Current Maximum	Proposed Maximum
AAA	A-1+	40%	35%*
AA	A-1	25%	20%*
A	A-2	20%	25%*
BBB	-	10%	15%^

**NSW TCorpIM Funds**

Cash Fund and/or Strategic Cash Fund	100%
Medium Term Growth Fund^	20%^
Long Term Growth Fund^	10%^

\*Council proposal

^Prudential Investment Services proposal

- Replaces 5.1 Investment Framework '(e) Investments in non-coal and carbon alternatives' with the following wording on positive and negative filters:

'(e) Investments in ethically, socially and environmentally beneficial alternatives.

Council invests in alternatives by observing quadruple bottom line accounting principles over both short-term and long-term outlooks—society, environment, economic/financial, civic leadership/governance—and where financial institutions are offering an equal or better return on investment, and within the prevailing legislation and current Investment Policy risk management guidelines.

More specifically, a commitment to (including but not limited to): investments that provide for the ethical treatment of all stakeholders (not just shareholders), support development of worker ownership and control of the work place, high quality products and services, local ventures, appropriate technology, ecologically sustainable practices, social and economic justice, peace and non-violence and the use of renewable resources.

And avoiding investments that create pollution (such as fossil fuel industries) that are speculative, that exploit workers, customers and/or the environment, that are engaged in alcohol, tobacco and arms manufacture, that inhibit human rights and that damage non-renewable resources.'

**CM/8.2/18.07          Dover Heights Coastal Reserves (A18/0401)**
**MOTION / UNANIMOUS DECISION**

Mover: Cr Nemesh

Seconder: Cr Betts

That Council:

- Considers, as part of its open space and recreation strategy, creating a plan of management for the contiguous reserves of Weonga, Rodney and Raleigh Reserves.
- Consults with the Dover Heights community and, in particular, the Dover Heights Precinct on establishing such a plan of management.
- Officers report back to Council and prepare a presentation to the Dover Heights Precinct on the progress of the open space and recreation strategy.

*Cr Burrill was not present for the consideration and vote on this item.*

**CM/8.3/18.07                      Special Tow-away Areas for Bondi Road and Carrington Road (A02/0637-02)****MOTION / UNANIMOUS DECISION**

Mover:        Cr Kay  
Seconder:    Cr Nemesh

That Council:

1. Officers investigate separate special tow-away areas for Bondi Road's existing weekday 'No Stopping' zones of 7–9 am westbound and 4–6.30 pm eastbound, and for Carrington Road's existing weekday 'No Stopping' zones of 7.30–9.30 am northbound and 4–6.30 pm southbound under the *Road Transport Act 2013*, section 143, subsections 9–11.
2. If the investigation proves that special tow-away areas are workable and beneficial, writes to the NSW State Minister for Roads, Maritime and Freight requesting that the RMS establish special tow-away areas, as per conclusions from the investigation. A copy of this letter is to be distributed to the NSW State Minister for Transport and Infrastructure, and the State members of Vacluse and Coogee.
3. Officers prepare a report on the above for Council consideration.

*Cr Burrill was not present for the consideration and vote on this item.*

**CM/8.4/18.07                      Military Road - Vehicle Speed (A03/0042-04)****MOTION / UNANIMOUS DECISION**

Mover:        Cr Nemesh  
Seconder:    Cr Betts

That Council:

1. Is advised that there was an investigation of vehicle speeds along Military Road by Council.
2. Officers prepare a report for Council consideration that identifies the results of the investigation and whether actions are required to minimise vehicle speeds and improve vehicle safety along Military Road. The report is to consider:
  - (a) Previous vehicle crash data along Military Road.
  - (b) Installing traffic calming measures.
  - (c) Reducing the maximum speed from 50 km/h to 40 km/h.

*Cr Burrill was not present for the consideration and vote on this item.*

**CM/8.5/18.07                      Waverley Council Co-Naming (A02/0424)****MOTION**

Mover:        Cr Wy Kanak

Seconder:    Cr Copeland

That:

1. The Council officers investigate the potential of co-naming the Waverley Local Government Area, and that a process of consultation and research with the Aboriginal community, Waverley residents, community stakeholders and relevant authorities be undertaken to consider co-naming the area now known as Waverley with a First Nations Aboriginal language name or other appropriate names.
2. A community/Council officer's report be presented to Council following this consultation with recommendations within 12 months, that can cover, but not be restricted to:
  - (a) Aboriginal language used within, and associated with, the Eastern Suburbs, Waverley.
  - (b) Traditional owner descendant residential connections to Waverley, Eastern Suburbs.
  - (c) A discussion of cultural appropriation in the context of co-dual-naming.
  - (d) Other processes and examples of NSW Local Government dual naming exercises.
3. The Council officer's/community consultation report use historical, recent and current literature such as:
  - (a) Waverley Council's previous 2009 'Aboriginal Cultural Heritage Study' by Dominic Steele.
  - (b) 'Hidden in Plain View' by Paul Irish.

**AMENDMENT 1**

Mover:        Cr Goltsman

Seconder:    Cr Betts

That the Motion be adopted subject to the deletion of clause 2(c).

THE AMENDMENT WAS PUT AND DECLARED LOST.

**Division****For the Amendment:**        Crs Betts, Goltsman, Kay and Nemesh.**Against the Amendment:**    Crs Copeland, Lewis, Keenan, Masselos, Wakefield and Wy Kanak.

THE MOVER AND SECONDER OF THE MOTION THEN ACCEPTED THE FOLLOWING ADDITION TO CLAUSE 3:

'The History of the Waverley Municipal District – 1859–1959 by B T Dowd'.

THE MOVER AND SECONDER OF THE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 2(d) SUCH THAT IT NOW READ AS FOLLOWS:

'Other processes and examples of NSW Local Government dual naming exercises, including the Geographical Names Board May 2017 Fact Sheet outlining suggested areas for co-naming'.

**AMENDMENT 2**

Mover: Cr Goltsman

Seconder: Cr Kay

That the Motion be adopted subject to the deletion of clause 3(b).

THE AMENDMENT WAS PUT AND DECLARED LOST.

**Division****For the Amendment:** Crs Betts, Goltsman, Kay and Nemesh.**Against the Amendment:** Crs Copeland, Lewis, Keenan, Masselos, Wakefield and Wy Kanak.

THE MOVER AND SECONDER OF THE MOTION THEN ACCEPTED THE FOLLOWING ADDITION TO CLAUSE 3:

‘Barnett Levey: First Jew in Bondi by Dr George F J Bergman.’

THE MOTION NOW READ AS FOLLOWS:

That:

1. The Council officers investigate the potential of co-naming the Waverley Local Government Area, and that a process of consultation and research with the Aboriginal community, Waverley residents, community stakeholders and relevant authorities be undertaken to consider co-naming the area now known as Waverley with a First Nations Aboriginal language name or other appropriate names.
2. A community/Council officer’s report be presented to Council following this consultation with recommendations within 12 months, that can cover, but not be restricted to:
  - (a) Aboriginal language used within, and associated with, the Eastern Suburbs, Waverley.
  - (b) Traditional owner descendant residential connections to Waverley, Eastern Suburbs.
  - (c) A discussion of cultural appropriation in the context of co-dual-naming.
  - (d) Other processes and examples of NSW Local Government dual naming exercises, including the Geographical Names Board May 2017 Fact Sheet outlining suggested areas for co-naming.
3. The Council officer’s/community consultation report use historical, recent and current literature such as:
  - (a) Waverley Council’s previous 2009 ‘Aboriginal Cultural Heritage Study’ by Dominic Steele.
  - (b) ‘Hidden in Plain View’ by Paul Irish.
  - (c) ‘The History of the Waverley Municipal District – 1859–1959’ by B T Dowd.
  - (d) ‘Barnett Levey: First Jew in Bondi’ by Dr George F J Bergman.

THE MOTION WAS THEN PUT AND DECLARED CARRIED UNANIMOUSLY.

**UNANIMOUS DECISION:** That the Motion be adopted.

*Cr Burrill was not present for the consideration and votes on this item.*

**CM/8.6/18.07 Pedestrian and Cyclist Safety (A03/0042-04)****MOTION / UNANIMOUS DECISION**

Mover: Cr Wy Kanak

Seconder: Cr Wakefield

That Council improves pedestrian and cyclist safety in areas of frequently-trafficked public footpath by strategies such as painting yellow and black high-visibility attention-focusing crossing hatching, especially at wider, longer, public footpath crossings occurring at petroleum dispensing service stations, by referring this matter to the Waverley Cycling Advisory Committee for consideration and recommendation.

*Cr Burrill was not present for the consideration and vote on this item.*

**9. Urgent Business****CM/9.1/18.07 RMS Proposed Extended Clearway for Old South Head Road (A02/0637-02)**

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

**MOTION / UNANIMOUS DECISION**

Mover: Cr Kay

Seconder: Cr Wakefield

That Council:

1. Writes to the RMS Clearways Team, the NSW State Minister for Roads, Maritime and Freight, and the Member for Vaucluse indicating our dissatisfaction with the RMS proposal to implement an extended clearway along Old South Head Road, between Flood Lane and Victoria Road, for reasons including:
  - (a) Local residents will lose visitor parking spaces, especially during weekdays 10 am–4 pm and on weekends and public holidays 9 am–6 pm.
  - (b) Local small businesses will have no adjacent parking for their customers on Old South Head Road at the times indicated above.
  - (c) Parking for deliveries and tradesmen will be unduly impacted.
  - (d) Increased congestion and parking occupancy in local streets when people look for parking in the area.
  - (e) The RMS proposal will remove around 80 meters of valuable parking (amounting to the loss of 12–14 car parking spaces) along Old South Head Road.
  - (f) Council may consider the alternative RMS proposed timed parking in Flood Lane and Flood Street to be an inadequate replacement, and an undue impost on local residents.
  - (g) Uncertainty whether the proposed clearway will actually reduce congestion along Old South Head Road.
2. Includes in the letter that it also does not support the integrated RMS proposal to convert the existing westbound 'left turn only (buses excepted)' lane into Flood Street to a shared left turn and straight through lane, for reasons including:
  - (a) Vehicles wanting to turn left during the 'left turn green arrow' may be blocked by vehicles

going straight ahead, and vehicles wanting to go straight ahead may be blocked during the 'left turn red arrow' by vehicles wanting to turn left.

- (b) A parked bus at the bus zone will mean vehicles would stay in the offside lane anyway.
- (c) The bus lane forces vehicles into the offside lane, and so why not allow them to merge into the nearside lane *after* the bus zone.
- (d) In congested traffic, it will be worse as vehicles will tail back through the traffic lights in two lanes, thereby preventing left turn vehicles and bus throughput.
- (e) In peak time, buses (including the soon to be introduced bendy bus 379 service) back up behind each other at the newly located bus stop on the departure side of Flood Street, and unduly impact traffic flow in the nearside lane.

*Cr Burrill was not present for the consideration and vote on this item.*

## 10. Closed Session

### CM/10.1/18.07      **CONFIDENTIAL REPORT - Processing of Collected Recyclable Materials Contract (A04/0032)**

*Council resolved to deal with this matter in open session.*

#### **MOTION / DECISION**

Mover:      Cr Wakefield  
Seconder:   Cr Wy Kanak

That Council:

1. Treats this report as confidential in accordance with section 11(3) of the *Local Government Act 1993*, as it relates to a matter specified in section 10A(2)(c) of the *Local Government Act 1993*. The report contains information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.
2. Authorises the General Manager to enter into negotiations for a new gate fee for the supply of processing collected recyclable materials with Council's current contractor, based on the specifications set out in this report.

*Cr Burrill was not present for the consideration and vote on this item.*

## 11. Meeting Closure

**THE MEETING CLOSED AT 11.47 PM.**

.....  
**SIGNED AND CONFIRMED**  
**MAYOR**  
**21 AUGUST 2018**

## CONFIRMATION AND ADOPTION OF MINUTES CM/4.2/18.08



**Subject:** Adoption of Minutes - Waverley Traffic Committee Meeting - 26 July 2018

**TRIM No.:** SF18/241

**Author:** Natalie Kirkup, Governance and Internal Ombudsman Officer

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### RECOMMENDATION:

That Part 1 of the minutes of the Waverley Traffic Committee Meeting held on 26 July 2018 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 WTC 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 Charter.

### Attachments

1. Waverley Traffic Committee Minutes - 26 July 2018 .

**MINUTES OF THE WAVERLEY TRAFFIC  
COMMITTEE MEETING HELD AT WAVERLEY  
COUNCIL CHAMBERS, CNR PAUL STREET AND  
BONDI ROAD, BONDI JUNCTION ON  
THURSDAY, 26 JULY 2018**



**Voting Members Present:**

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

**Also Present:**

Mr B Gidies	Sydney Buses (Eastern Region)
Snr Cst A Birchansky	NSW Police – Traffic Services, Eastern Suburbs Local Area Command
Mr D Joannides	Waverley Council – Executive Manager, Creating Waverley
Mr K Mowad	Waverley Council – Senior Traffic Engineer
Ms Y Poon	Waverley Council – Project Manager, Strategic Transport
Mr S Samadian	Waverley Council – Traffic Engineer

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*At the commencement of proceedings at 10.07 am, those present were as listed above.*

**Apologies**

Apologies were received and accepted from Cr T Kay.

**Declarations of Pecuniary and Non-Pecuniary Interests**

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

1. Mr B Morrow declared a less than significant non-pecuniary interest in Item TC/V.01/18.07 Bon Accord Avenue – Temporary Road Closure (Bon Accord Lane to Flood Lane) and informed the meeting that he lives within the defined boundary of the affected area.

**Adoption of Previous Minutes by Council - 28 June 2018**

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 28 June 2018 were adopted by Council at its meeting on 17 July 2018 with the following change:

1. TC/CV.01/18.06 – Implementation of 15 Minute 'Drop in' Zones.

That the Traffic Committee's recommendation be adopted subject to being amended to read as follows:

That:

1. Council introduces free 'P 15 minute' parking zones at the following locations:

(a) Bondi Junction (8 spaces)

(i) Spring Street, Bondi Junction

Southern side of Spring Street immediately east of the Eastgate loading dock exit and Community Buses parking, and extending 11 m east (2 spaces) and install an MPS parking space adjacent to 3A Bronte Road (Medical Centre) extending 6 m west.

Southern side of Spring Street outside 35 Spring Street extending 11 m west from the current Loading Zone towards the adjacent driveway (2 spaces).

(ii) Bronte Road, Bondi Junction

6 m on the eastern side of Bronte Road outside 28–32 Bronte Road. Remove meter WBRO02 (1 space).

(iii) Hollywood Avenue, Bondi Junction

Western side of Hollywood Avenue adjacent to 241 Oxford Street extending 16.5 m south from the current Mail Zone (2 spaces).

(b) Charing Cross (4 spaces)

(i) Bronte Road, Charing Cross

Eastern side of Bronte Road outside 280 and 282 Bronte Road extending 11 m north of existing Motorbike Parking (2 spaces).

Western side of Bronte Road south outside 245 Bronte Road extending 11.5 m south from the adjacent driveway (2 spaces).

(c) Bondi Beach (8 spaces)

(i) Curlewis Street, Bondi Beach

Northern side of Curlewis Street extending 11 m west from the current 'No Stopping' (2 spaces).

(ii) Hall Street, Bondi Beach

Northern side of Hall Street outside 51–53 Hall Street between existing driveways (2 spaces).

Southern side of Hall Street outside 80 Hall Street extending 11 m east of current 'No Stopping' (2 spaces).

(iii) Campbell Parade, Bondi Beach

Western side of Campbell Parade outside 140–144 extending 11.5 m south of the current spaces (2 spaces).

2. Council converts the free 'P 10 minute' parking spaces on Hall Street and Jaques Avenue, Bondi Beach, into free 'P 15 minute' parking zones.
3. A report come back to the Traffic Committee recommending where additional spaces can be allocated in:
  - (a) West Oxford Street, Bondi Junction.
  - (b) Hollywood Avenue, Bondi Junction.
  - (c) Charing Cross.
  - (d) Hall Street, Bondi Beach.
4. That all changes be put on exhibition for a period of 28 days for community consultation prior to installation, and a report come back to Council.

**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.01/18.07        York Road, Queens Park - Installation of New and Extended Median Island (DA-163/2017)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council approves the installation of a new and extended median island with associated line marking and signage on York Road, Queens Park in accordance with the plans prepared by Jones Nicholson Consulting Engineers attached to this report.

**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.02/18.07        Park Parade, Bondi - Construction Zone (A03/2514-04)**

**COUNCIL OFFICER'S PROPOSAL:**

That:

1. Council installs a 13 m long 'No Parking 7 am–5 pm Monday–Friday; 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone outside 15 Park Parade, Bondi.
2. There be no blockage to through traffic on Park Parade other than for short periods of time when manoeuvring vehicles into and out of the zone.
3. 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 Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).*

**TC/C.03/18.07            Multiple Streets - 'P Disability Only' Zone (A02/0273-02)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1.     Installs a 6m long 'P Disability Only' zone outside 2 Wilga Street, Bondi.
2.     Removes the existing 'P Disability Only' zone outside 31 Tasman Street, Bondi.

**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/V            STATE ELECTORATE OF VAUCLUSE****TC/V.01/18.07            Bon Accord Avenue, Bondi Junction - Temporary Road Closure (Bon Accord Lane to Flood Lane) (A02/0216)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1.     Treats Attachment 4 of this report as confidential as it contains information that would, if disclosed, prejudice the maintenance of law.
2.     Approves the temporary closure of Bon Accord Avenue, Bondi Junction, as per the Transport Management Plan (TMP) and Traffic Control Plan (TCP) attached to the report subject to the following being carried out:
  - (a)    Closures are to take place only during the following days and times:
    - (i)     Monday 10 September 2018 - 8.15 am–2.00 pm.
    - (ii)    Tuesday 11 September 2018 – 8.15 am–2.00 pm.
    - (iii)   Tuesday 18 September 2018 - 4.45 pm–9.30 pm.
    - (iv)    Wednesday 19 September 2018 - 8.30 am–7.15 pm.
  - (b)    The Event Organiser shall:
    - (i)     Engage an approved Traffic Control company by the Executive Manager of Creating Waverley to implement the TMP.
    - (ii)    Provide Public Liability Insurance for the event.
    - (iii)   Obtain NSW Police approval.

- (iv) Cover all costs associated with traffic control.
- (c) Council shall:
  - (i) Issue a Schedule of Conditions with any additional conditions that may be placed by the NSW Police, Roads and Maritimes Services and the Executive Manager, Creating Waverley.
  - (ii) Submit the TMP to RMS for approval of the TMC.
  - (iii) Notify the NSW Ambulance Service and NSW Fire & Rescue (Bondi, Woollahra and Randwick Fire Stations) seven days prior to the event.
  - (iv) Notify local residents and businesses seven days prior to the event.
  - (v) Require the use of RMS-accredited traffic controllers.
- (d) The Executive Manager, Creating Waverley, and his representative(s) are delegated authority to:
  - (i) Inspect the TMP.
  - (ii) Audit the implementation of the TMP.
  - (iii) Cancel this approval, without notice or refund.

**WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

That the Council Officer's Proposal be adopted subject to the following amendments:

1. An additional subclause being added under clause 2 (b) to read as follows:

'Additional VMS board signage be installed on Old South Head Road on the approach to Bon Accord Avenue advising of the "temporary closure of Bon Accord Avenue, no left turn, local access only."'

2. The addition of a new clause 3 to read as follows:

'Approves a half road closure at the Bon Accord Avenue and Old South Head Road intersection.'

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

**TC/V.02/18.07          Penkivil Street, Bondi - Construction Zone (A03/2514-04)****COUNCIL OFFICER'S PROPOSAL:**

That:

1. Council installs a 17 m long 'No Parking 7 am–5 pm Monday–Friday; 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone across the frontage of 67–69 Penkivil Street, Bondi.
2. There be no blockage to through traffic on Penkivil Street other than for short periods of time when manoeuvring vehicles into and out of the zone.
3. Council delegates authority to the Executive Manager, Creating Waverley, to extend the length and duration of, or remove the construction zone, as necessary and install a zone with similar times, if necessary, opposite the site.

**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.03/18.07          Festival of the Winds - Bondi Beach and Park - Special Event (A02/0216)****COUNCIL OFFICER'S PROPOSAL:**

That Council approves the Transport Management Plan for the "Festival of the Winds" event attached to this report subject to the event organisers:

1. Obtaining NSW Police Force approval.
2. Submitting the Transport Management Plan to the Roads and Maritime Services for the approval of the Traffic Management Centre.
3. Notifying the State Transit Authority, NSW Ambulance Service and NSW Fire & Rescue (Bondi, Woollahra & Randwick Fire Stations) not less than seven days prior to the event.
4. Notifying local residents and businesses not less than seven days prior to the event.
5. Only using RMS-accredited traffic controllers.
6. Considering all other impacts on the surrounding environment and issue a Schedule of Conditions with additional conditions to be placed by the NSW Police Force and RMS.

**WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

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

"Updating the Clearway times for west bound traffic commencing at 12 pm to 7 pm".

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

**TC/V.04/18.07          Onslow Street, Rose Bay – ‘No Parking’ zones (A02/0637-02)****COUNCIL OFFICER’S PROPOSAL:**

That Council:

1. Installs ‘No Parking’ zones on the southern side of Onslow Street, Rose Bay as follows:
  - (a) 17.5 m across the driveways of 5 to 9 Onslow Street.
  - (b) 12.5 m across the driveway of 13 Onslow Street.
  - (c) 9.5 m across the driveways of 29 to 31 Onslow Street.
  - (d) 10 m across the driveways of 55 to 57 Onslow Street.
  - (e) 13 m across the driveways of 69 to 73 Onslow Street.
2. Extends the existing ‘No Parking’ zone at the driveway to 471 Old South Head Road by 8.5 m to the west.
3. Notifies all residents of Onslow Street of the proposed ‘No Parking’ zones prior the installation.

**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.05/18.07          Hall Street, Bondi Beach - Temporary Road Closure for Crane Lift (A02/0216)****COUNCIL OFFICER’S PROPOSAL:**

That Council:

1. Approves the temporary closure of Hall Street between Jaques Avenue and Campbell Parade between 10pm and 6am on Monday 13 August, 2018 in accordance with the Traffic Control Plan (TCP) dated 2 May 2018 prepared by Construction Solutions attached to the report, subject to the applicant:
  - (a) Amending the Traffic Control Plan to include a proposal for the safe movement of pedestrians around the work area and submitting it to Councils Executive Manager, Creating Waverley for approval.
  - (b) Obtaining approval from NSW Police.
  - (c) Obtaining a Road Occupancy Licence from the Transport Management Centre.
  - (d) Notifying affected businesses, residents and emergency services of the closure in writing not

less than seven days prior to implementation of the road closure.

2. Delegates authority to the Executive Manager, Creating Waverley to approve any alternate closure date of Hall Street should it be required.

**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**

Nil.

**THE MEETING CLOSED AT 10.41 AM.**

.....  
**SIGNED AND CONFIRMED**  
**MAYOR**  
**21 AUGUST 2018**

## MAYORAL MINUTES CM/5/18.08

**Subject:** Mayoral Minutes

**Author:** Mayor of Waverley, Cr John Wakefield



Mayoral minutes are permissible at Waverley Council meetings under the provisions of the *Local Government (General) Regulation 2005* and Council's Code of Meeting Practice. Clause 243 of the Regulation and clause 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/6/18.08**

**Subject:** Obituaries  
**Author:** Ross McLeod, General Manager



The Mayor will ask councillors for any obituaries.

*Council will rise for a minute's silence for the souls of people generally who have died in our Local Government Area.*

## REPORT CM/7.1/18.08



**Subject:** Teachers Hollywood Car Park Permit - Results of Community Consultation

**TRIM No:** A18/0183

**Author:** Colin Handsaker, Manager, Customer Parking

**Director:** Rachel Jenkin, Acting Director, Waverley Life

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### RECOMMENDATION:

That Council takes no action to introduce a Teachers Hollywood Car Park Parking Permit.

#### 1. Executive Summary

At the Operations and Community Services Committee meeting on 5 June 2018 Council resolved to publicly exhibit the proposed amendments to the Car Parks Fees section of the Proposed Pricing Policy, Fees and Charges 2018–19 for a period of 28 days, in accordance with section 610F of the *Local Government Act 1993*.

Council further resolved that a report be submitted to Council that included the feedback from the public exhibition period.

In June the proposal to introduce a Teachers Hollywood Car Park Parking Permit was placed on public exhibition for 28 days and was advertised in the Wentworth Courier, on Council's website and at key Council locations.

Council received no submissions during the 28 day consultation period and it was therefore extended for a further eight days and all schools within Waverley were emailed with a link to the Have Your Say web page.

This report notes that no submissions were received by Council during the exhibition period and officers do not recommend the introduction of a Teachers Hollywood Car Parking Permit.

#### 2. Introduction/Background

On 20 March 2018 Council resolved to exhibit a new category of Beach Parking Permit for use by teachers employed at schools within the Waverley LGA and to further investigate the introduction of a teacher-only parking permit for use at Hollywood Avenue Car Park in Bondi Junction.

Following further investigation regarding the feasibility of a similar permit at Hollywood Avenue Car Park, a report was submitted to the Operations and Community Services Committee meeting in June 2018. This report recommended that Council endorses the public exhibition of the changes to the Car Parks fees section of the Proposed Pricing Policy, Fees and Charges 2018–19 in accordance with Section 610F (3) and Section 705 of the *Local Government Act 1993*.

Council resolved at its Operations and Community Services Committee meeting on 5 June 2018 to publicly exhibit the proposed inclusion of the Teachers Hollywood Car Park Parking Permit in the Proposed Pricing Policy, Fees and Charges 2018-19 as follows:

Category	Unit	2017/18 Fee or Charge \$	GST	Pricing Policy
Hollywood Car Park Teacher's Parking Permit	Per permit	\$1,900	Taxable	E

Table 1. Recommended category and fee.

### 3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Operations and Community Services Committee Meeting 5 June 2018	OC/5.1/18.06	That Council:  1. Publicly exhibits the proposed amendments to the Car Parks Fees section of the Proposed Pricing Policy, Fees and Charges 2018–19 as contained in Table A of this report for a period of 28 days, in accordance with section 610F of the Local Government Act 1993. 2. Notes that a further report will be submitted to Council and will include feedback from the public exhibition period.
Council Meeting 15 May 2018	CM/7.4/18.05	That:  1. Council introduces a new category of Beach Parking Permit for use by teachers employed at schools within the Waverley LGA for a trial period of 12 months at a fee of \$450 per annum with immediate effect.  2. The Teacher's Beach Parking Permit be valid Monday to Friday during school terms between the hours of 7.30 am and 6:00 pm only, and valid for use in line with the terms and conditions of the existing Beach Parking Permit, with the exception of Bronte Cutting.  3. Council includes the new Teacher's Beach Parking Permit in the Beach Parking Permits Fees section of the Pricing Policy, Fees and Charges 2017–18 at a fee of \$450 per annum.  4. Council officers from Customer First contact all schools within the Waverley LGA to notify them of the introduction of the new permit.  5. Council notes that, as per the Council resolution of 20 March 2018, Council officers are currently investigating the introduction of a similar 'teacher-only' parking permit for use at Hollywood Avenue Car Park in Bondi Junction, and that a report will come back to Council in June.

Council Meeting 20 March 2018	CM/5.4/18.03	<p>That:</p> <ol style="list-style-type: none"> <li>1. Council introduces a new category of Beach Parking Permit for use by teachers employed at schools within the Waverley LGA for a trial period of 12 months.</li> <li>2. The new Teacher's Beach Parking Permit be valid Monday–Friday during school terms between the hours of 7.30 am–6 pm only, and valid for use in line with the terms and conditions of the existing beach parking permit.</li> <li>3. Council publicly exhibits the proposed introduction of a Teacher's Beach Parking Permit to be included in the Beach Parking Permits Fees section of the Pricing Policy, Fees and Charges 2017–18 for a period of 28 days, in accordance with section 610F of the Local Government Act 1993, with the fee set at \$450 per annum.</li> <li>4. Council officers investigate the introduction of a similar 'teacher-only' parking permit for use at Hollywood Avenue Car Park in Bondi Junction, and report back to Council.</li> <li>5. A limit be placed on the total number of passes issued to teachers in each school in consultation with the school.</li> </ol>
Operations and Community Services Committee Meeting 6 February 2018	OC/5.3/18.02	That this item be deferred so the Mayor, Deputy Mayor and Ward Councillor Cr Goltsman can attend a meeting with the principal, parents and appropriate staff.

#### 4. Discussion

The proposed introduction of a Teachers Hollywood Car Park Parking Permit was placed on public exhibition from 8 June to 13 July 2018.

This permit would provide eligible teachers at schools within Waverley with access to the Hollywood Car Park from Monday to Friday during school terms between the hours of 7:30am to 6:00pm for a trial period of 12 months. This is in line with the new Teachers Beach Parking Permit.

During the initial 28 day consultation period no submissions were received and the consultation was then extended for a further eight days. All schools within Waverley were emailed with a link to the Have Your Say web page. The web page was visited by 23 participants with 11 of those accessing the Frequently Asked Questions document attached to the consultation, however no submissions were received during the full 36 day consultation period.

It should be noted that no Teachers Beach Parking Permits have been purchased to date following its introduction in May 2018.

This report notes that the lack of participation in the consultation process indicates that there is very minimal support for a Hollywood Car Park Teachers Parking Permit.

## **5. Financial impact statement/Timeframe/Consultation**

### ***Financial impact***

Should Council decide to implement the Teachers Hollywood Car Park Parking Permit there will be a one-off fee of approximately \$1,500 to amend the programming of the Car Park Access Control system. This cost can be accommodated out of existing budget.

The Teachers Hollywood Car Park Parking Permit fee is proposed at \$1,900 for 12 months. It is unknown how many permits will be sold, however, the lack of sales of the new Teachers Beach Parking Permit for Bondi Beach indicates that there will be minimal if any permits sold.

### ***Timeframe***

Should Council elect to introduce the Teachers Hollywood Car Park Parking Permit it can be available for purchase following the system update.

### ***Consultation***

The proposed introduction of a Teachers Hollywood Car Park Parking Permit was placed on public exhibition from 8 June to 13 July 2018. There was no feedback received by Council.

## **6. Conclusion**

At the Operations and Community Services Committee meeting on 5 June 2018 Council resolved to publicly exhibit the proposed amendments to the Car Parks Fees section of the Proposed Pricing Policy, Fees and Charges 2018–19 for a period of 28 days, in accordance with section 610F of the *Local Government Act 1993*.

Council further resolved that a report be submitted to Council that included the feedback from the public exhibition period.

In June the proposal to introduce a Teachers Hollywood Car Park Parking Permit was placed on public exhibition for a total of 36 days on the Council website. This report notes that no submissions were received by Council during the exhibition period and officers do not recommend the introduction of a Teachers Hollywood Car Parking Permit.

## **7. Attachments**

Nil.

**REPORT**  
**CM/7.2/18.08**

**Subject:** Parking Meter Fees and Charges - Results of Public Exhibition

**TRIM No:** SF17/2867

**Author:** Tanya Potts, Acting Executive Manager, Customer First

**Director:** Rachel Jenkin, Acting Director, Waverley Life

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**RECOMMENDATION:**

That Council amends the fees in the Parking Meter section of the Pricing Policy, Fees and Charges 2018-19 as detailed in Table 2 of this report.

**1. Executive Summary**

At its meeting on 19 June 2018 Council resolved to adopt the Pricing Policy, Fees and Charges 2018-19.

At its meeting on 17 July Council received a report on the financial implications for switching off the parking meters in Queen Elizabeth Drive, Park Drive and/or Campbell Parade after 7pm. This report also noted that the parking meter fees currently listed for Queen Elizabeth Drive and Park Drive in the Pricing Policy, Fees and Charges 2018-19 contain some administrative errors and recommended that amendments be made to the policy to include the correct summer and winter parking meter fees.

At its meeting on 17 July Council resolved to place on public exhibition the proposed amendments to the Parking Meter fees section of the Pricing Policy, Fees and Charges 2018-19, 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 19 July to 14 August 2018. During the exhibition period Council received one submission that listed recommended improvements to the functionality of the parking meters and provided feedback on parking infringements but did not mention the meter fees.

This report notes that no feedback was received from the community in relation to the meter fees and recommends that Council amend the fees in the Parking Meter fees section of the Pricing Policy, Fees and Charges 2018-19.

**2. Introduction/Background**

In April the Proposed Pricing Policy, Fees and Charges 2018-19 were exhibited to the public for 28 days, in accordance with section 610F of the *Local Government Act 1993*. The fees in the Parking Meter fees section were exhibited as maximum amounts.

In May Council received legal advice that all references to fees being maximums should be deleted. Subsequently the summer and winter rates for the parking meters in Queen Elizabeth Drive and Park Drive were listed separately.

After Council resolved to adopt the Pricing Policy, Fees and Charges 2018-19 at its meeting in June some administrative errors were identified. The correct parking meters fees for Queen Elizabeth Drive and Park Drive were presented to Council at its meeting on 17 July with a recommendation that these be placed on public exhibition for 28 days.

### 3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 17 July 2018	CM/7.8/18.07	<p>That Council:</p> <ol style="list-style-type: none"> <li>Defers consideration of this report on the financial implications of switching off the parking meters in Queen Elizabeth Drive, Park Drive and/or Campbell Parade after 7 pm to February 2019 to be considered with an analysis of the effects of the recent changes to metered parking in Bondi Junction, and includes: <ol style="list-style-type: none"> <li>The pros and cons of each option, adding further options that extend the 7 pm winter timing from three months (June–August) to six months (May–October) for the Queen Elizabeth Drive/Park Drive North option and for other options where meter parking changes are proposed.</li> <li>An updated financial assessment.</li> </ol> </li> <li>Places the proposed parking meter fees and charges as per Option 1 in Attachment 1 to this report on public exhibition for a period of 28 days, in accordance with section 610F of the <i>Local Government Act 1993</i>.</li> </ol>

### 4. Discussion

The parking meter fees currently listed for Queen Elizabeth Drive and Park Drive in the Pricing Policy, Fees and Charges 2018-19 contain some administrative errors.

The fees exhibited to the public as part of the Proposed Pricing Policy, Fees and Charges 2018-19 were listed as maximum amounts to be charged. These maximum amounts vary depending on the month of the year, with some metered parking areas providing free or cheaper parking during winter months. In May 2018 Council received legal advice that all references to fees being maximums should be deleted and that the full breakdown of fees should be provided in Council's Pricing Policy, Fees and Charges 2018-19.

As a result, the summer and winter fees for parking meters were listed separately for relevant locations. However, the summer rate after 7 pm in Queen Elizabeth Drive, Park Drive North and Park Drive South and the winter rate in Park Drive South were not listed separately and thus do not appear in the Pricing Policy, Fees and Charges 2018-19. Additionally, the meter fee for Park Drive South was listed as \$7.60. The hourly fee for Park Drive South in the summer from 8 am to 7 pm should be \$7.80 in line with the other meter parking fees in the Bondi Beach perimeter.

The Parking Meter fees are currently listed on page 44 of the Pricing Policy, Fees and Charges 2018-19 as per the below table:

<b>Category</b>	<b>Unit</b>	<b>2018/19 Fee or Charge \$</b>	<b>GST</b>	<b>Pricing Policy</b>
<b>Parking Meters</b>				
Bondi Junction and Bondi Beach - inner core commercial	hourly fee	5.20	Taxable	E
Bondi Junction and Bondi Beach - outer core commercial	hourly fee	5.60	Taxable	E
Bondi Beach long term beach parking – Queen Elizabeth Drive and Park Drive North	hourly fee	7.80	Taxable	E
Bondi Beach long term parking – Queen Elizabeth Drive and Park Drive North - Winter Rate - June to August 7pm to 10pm	hourly fee	no charge	Exempt	E
Bondi Beach long term beach parking on beach perimeter – Ramsgate Avenue and North Campbell Parade	hourly fee	7.80	Taxable	E
Bondi Beach – Park Drive South	hourly fee	7.60	Taxable	E

*Table 1. Meter fees as currently listed in Pricing Policy, Fees and Charges 2018–19.*

At its meeting on 17 July Council resolved to place on public exhibition the proposed amendments to the Parking Meter fees section of the Pricing Policy, Fees and Charges 2018-19, in accordance with section 610F of the *Local Government Act 1993*.

The proposed corrections to the Parking Meter fees which were placed on public exhibition from 18 July to 14 August 2018 are listed in the table below:

<b>Category</b>	<b>Unit</b>	<b>2018/19 Fee or Charge \$</b>	<b>GST</b>	<b>Pricing Policy</b>
<b>Parking Meters</b>				
Bondi Junction and Bondi Beach - inner core commercial	hourly fee	5.20	Taxable	E
Bondi Junction and Bondi Beach - outer core commercial	hourly fee	5.60	Taxable	E
Bondi Beach long term beach parking – Queen Elizabeth Drive and Park Drive North – 7am to 7pm	hourly fee	7.80	Taxable	E
Bondi Beach long term beach parking – Queen Elizabeth Drive and Park Drive North- Summer Rate - Sept to May 7pm to 10pm	hourly fee	4.80	Taxable	E
Bondi Beach long term beach parking – Queen Elizabeth Drive and Park Drive North - Winter Rate - June to August 7pm to 10pm	hourly fee	no charge	Exempt	E
Bondi Beach long term beach parking on beach perimeter – Ramsgate Avenue and North Campbell Parade	hourly fee	7.80	Taxable	E

Bondi Beach – Park Drive South - Summer Rate - Sept to May 8am to 7pm	hourly fee	7.80	Taxable	E
Bondi Beach – Park Drive South - Summer Rate - Sept to May 7pm to 10pm	hourly fee	4.80	Taxable	E
Bondi Beach – Park Drive South - Winter Rate - June to August 8am to 10pm	hourly fee	4.80	Taxable	E

*Table 2. Proposed corrections to meter fees in Pricing Policy, Fees and Charges 2018–19.*

During the exhibition period Council received one submission that listed recommended improvements to the functionality of the parking meters and provided feedback on parking infringements but did not mention the fees, therefore no changes to the proposed fees are recommended. No other submissions were received from the community.

## **5. Financial impact statement/Timeframe/Consultation**

### **Financial impact**

The one off installation costs for reprogramming the parking meters is approximately \$140 per meter. There are 26 meters that would require reprogramming in Queen Elizabeth Drive and Park Drive, the total estimated cost is \$3,640. This could be paid using existing budget.

The income from parking meter revenue in the 2018/19 budget was forecast using the meter fees as listed in Table 2 of this report. If approved, the correct summer rate will be charged for Queen Elizabeth Drive and Park Drive commencing in September 2018 and therefore there is no financial impact.

### **Timeframe**

If approved, the correction to fees could be implemented immediately following the replacement of meter decals and the reprogramming of parking meters and prior to the start of the summer rates in September.

### **Consultation**

The proposed amendments to the Parking Meter fees section of the Pricing Policy, Fees and Charges 2018-19 was placed on public exhibition on the Council website and at key Council locations from 17 July to 14 August 2018.

During the exhibition period Council received one submission that listed recommended improvements to the functionality of the parking meters and provided feedback on parking infringements but did not mention the fees, therefore no changes to the proposed fees are recommended. No other submissions were received from the community.

## **6. Conclusion**

The proposed changes to the Parking Meter fees section of the Pricing Policy, Fees and Charges 2018-19 as outlined in Table 2 of this report were placed on public exhibition in accordance with section 610F of the *Local Government Act 1993*. During the exhibition period Council received one submission that did not refer to the meter fees.

This report notes that no feedback was received from the community in relation to the meter fees and recommends that Council amend the fees in the Parking Meter fees section of the Pricing Policy, Fees and Charges 2018-19.

## **7. Attachments**

Nil.

## REPORT CM/7.3/18.08



**Subject:** Planning Agreement Policy 2014 - Review

**TRIM No:** A15/0046

**Author:** Tim Sneesby, Acting Executive Manager, Shaping Waverley

**Director:** Peter Monks, Director, Waverley Futures

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### RECOMMENDATION:

That Council:

1. Adopts the Waverley Planning Agreement Policy 2014 (Amendment No. 2) attached to this report.
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.
5. Notes that a future workshop will be held with Councillors to discuss changing the percentage (currently 10%) of VPA funds going towards the Waverley Affordable Housing Program.

#### 1. Executive Summary

The Waverley *Planning Agreement Policy 2014* (Amendment No. 2) proposes the following amendments to the policy:

- 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'.

A number of housekeeping amendments have also been identified based on feedback from the public exhibition period, Councillors and Council's solicitor. These have been 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 and 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%.

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.

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.

### **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**

<b>Meeting and Date</b>	<b>Minute No.</b>	<b>Decision</b>
Strategic Planning and Development Committee Meeting 3 July 2018	PD/5.3/18.07	That Council defers this matter, subject to:  1. Council officers further considering the issues associated with any proposed increase in the VPA funding split towards affordable housing  2. A workshop with Councillors once this information has been prepared by Council officers.
Council Meeting 15 May 2018	CM/5.1/18.05	That Council: 1. Prepares educational material for public consultation on the process, policy and practice of voluntary planning agreements, including an educational program schedule for precincts and interested residents to commence in the second half of this year in relation to VPAs. 2. Reviews the potential for variation in the clauses of Council's VPA Policy, particularly in regard to increasing the current 10% contribution to Council's Affordable Housing Program 3. Considers the pros and cons of financial versus in-kind contributions for VPAs, including the potential for receipt of property in perpetuity that contributes to Council programs, such as Affordable Housing. 4. Notes the planned Councillor workshop on the subject of VPAs and incorporates consideration of these matters into that workshop.
Council Meeting 20 March 2018	CM/8.4/18.03	That Council: 1. Prepare a report setting out all voluntary planning agreements (VPAs) adopted by Council from June 2012 to March 2018, with the following detail for each VPA: (a) The excess floor space. (b) The excess height. (c) The total dollar amount received by Council. (d) A summary of expenditure of income received as a result of the VPA against the purpose for which it was obtained. 2. Add additional height sought to the Planning Agreement Register. 3. Conduct a Councillor workshop on the report and the Planning Agreement Policy prior to the report coming back to Council.
Council Meeting 20 October 2015	CM/7.6/15.10	That Council: 1. 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. 2. 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. 3. 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. 4. 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:
Operations Committee Meeting 7 October 2014	OC/5.2/14/10	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.
Council Meeting 10 December 2013	1312.12.7/13	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... The value of any affordable housing incentive associated with future development is shared equitably between Council and developers...
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
Council Meeting 18 June 2013	1306.12.8	1. Council adopt the Interim Voluntary Planning Agreement Policy 2013 attached to this report.

#### 4. Discussion

As outlined in the December 2017 Council report, 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 which 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. Following the exhibition of the Amendment 2, we received detailed comments on the Planning Proposal process and sought further legal advice on the process of when the VPA should be negotiated, entered into and completed. These changes have been incorporated into the updated policy.

#### Mayoral Motion and Council Motion

A Notice of Motion was adopted by Council at its March 2018 meeting to undertake a number of actions and report these back to Council. Similarly, a Mayoral Motion was carried at the May Council meeting to undertake a number of actions. A discussion of these motions and recommendations is outlined in the below tables.

Motion	Response
1. Prepare a report setting out all voluntary planning agreements (VPAs) adopted by Council from June 2012 to March 2018, with the following detail for each VPA:	A response to items (a), (b) and (c) is provided in Attachment 4. Most of this information can be viewed on the Planning Agreement Register, which is also available on Council's website and is updated

Motion	Response
<p>(a) The excess floor space.</p> <p>(b) The excess height.</p> <p>(c) The total dollar amount received by Council.</p> <p>(d) A summary of expenditure of income received as a result of the VPA against the purpose for which it is was obtained.</p>	<p>approximately every two months.</p> <p>In response to action 1(d), this information is provided in Attachment 5. A couple of observations are made about this data. First, VPA income received is higher than allocated in each year. This is due to the fact that the flow of VPAs is difficult to estimate accurately and in general we have received more than we had accounted for. Second, the VPA amount allocated is higher than spent for a number of projects. Discussions with the capital works teams in Council suggest that there may be several reasons the funds were not fully expended. Some projects may span two or more years, so the funding is not all spent in one year and rolled over into the next, or the project was delivered under budget or the project scope was reduced or the project did not proceed in that financial year.</p> <p>Furthermore, Finance Waverley indicated that the reserve spent is not the final figure. At the end of FY Finance undertake a Reserve funding adjustment to match the expenditure (within the budget).</p>
<p>2. Add additional height sought to the Planning Agreement Register.</p>	<p>As outlined in the Council workshop held on the 29<sup>th</sup> May, height exceedances are not a consideration in the VPA Policy and hence are not considered in conjunction with VPAs. There are instances where development application's offering VPAs do not exceed the height controls and similarly instances where height controls are exceeded and no VPA offered. Therefore, adding height to the VPA register would potentially lead to height exceedances and VPAs being conflated, which would be misleading.</p>
<p>3. Conduct a Councillor workshop on the report and the Planning Agreement Policy prior to the report coming back to Council.</p>	<p>Completed on May 29<sup>th</sup> 2018 and the 31<sup>st</sup> July 2018.</p>

**Table: Mayoral Motion – May Council meeting**

	Response
<p>1. Prepares educational material for public consultation on the process, policy and practice of voluntary planning agreements, including an educational program schedule for precincts and interested residents to commence in the second half of this year in relation to VPAs.</p>	<p>This educational material will be prepared in the second half of 2018 and can be presented at a combined precincts meeting, for example. Beyond this, the educational material will be added to the Planning Agreements section of Council's website so that it can be viewed by everyone seeking out information on Planning Agreements.</p>
<p>2. Reviews the potential for variation in the clauses of Council's VPA Policy, particularly in regard to increasing the current 10% contribution to Council's Affordable Housing Program</p>	<p>This action was discussed in the Councillor workshops May 29<sup>th</sup> 2018 and 31<sup>st</sup> July 2018. A number of Councillors indicated that the 10% of VPA funds going towards Waverley's Affordable Housing Program should be increased to at least 25%. This would result in 25% of VPA funds being allocated towards</p>

	Response
	affordable housing and 75% towards public domain upgrades. Further discussion on this change will be held at an upcoming Councillor workshop and this report does not seek to change the current percentage.
<i>3. Considers the pros and cons of financial versus in-kind contributions for VPAs, including the potential for receipt of property in perpetuity that contributes to Council programs, such as Affordable Housing.</i>	This was discussed at the Council workshop and agreed that in-kind contributions would be supported for our policy for programs such as Waverley's Affordable Housing Program.  As above, this change will be further discussed at an upcoming Councillor workshop and this report does not seek to change the policy in this regard.
<i>4. Notes the planned Councillor workshop on the subject of VPAs and incorporates consideration of these matters into that workshop.</i>	Completed on May 29 <sup>th</sup> 2018 and 31 <sup>st</sup> July 2018.

### Valuation method

Implementing a standardised benchmark 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'.

The updated *Planning Agreement Policy 2014* Amendment 2 (Attachment 1) outlines the rates. Further detail on these rates is outlined in Attachment 2.

### 5. Financial impact statement/Timeframe/Consultation

#### Financial impact

There are anticipated to be no financial impacts as funds are not expected to be altered.

#### Timeframe

Following Council's adoption of the 'Waverley Planning Agreement Policy 2014' (Amendment No. 2) it is envisaged that the updated policy will be in force shortly after in September 2018.

#### Consultation

A Councillor workshop, consultation with Council's solicitor and public exhibition was completed. Consultation with Council's solicitor has also resulted in the refinement of some of the processes outlined in the policy. No changes have been proposed regarding the split of contributions going towards affordable housing and allowance for in-kind contributions. This will be explored at a future Councillor workshop and may be subject to future policy changes.

Public exhibition was completed during the month of January 2018. Three responses were provided to the exhibited *Planning Agreement Policy 2014* amendments. The detailed comments and a response to these are outlined in the Attachment 3.

These submissions were generally supportive of the proposed changes with more detailed feedback on the processes outlined in the policy. After consultation with Council's solicitor regarding this feedback, a number of changes have been made to the *Planning Agreement Policy 2014* Amendment 2. The most substantive feedback highlighted that the pre-scheduled benchmark rates approach should also apply to mixed use development and planning proposals. This logic is consistent with the introduction of the

proposed benchmark rates; namely to create certainty, increase transparency, reduce the time and cost to Council and eliminate gaming of the policy.

#### *Benchmark rates for mixed use developments*

Many residential developments have some ground floor retail component and often this floor space has to be valued to determine the appropriate rate. Accordingly benchmark rates have been developed to apply to retail and commercial space in mixed use developments.

Another comment raised during the submission period was that if Council wish to promote retail or commercial development in certain areas, then these rates could be discounted. In response, in the first instance ground floor retail/commercial is required as part of development in a B4 Mixed Use zone. Therefore, this floorspace is required and there shouldn't be any exemptions or discounts as developers have to provide this floorspace regardless. Alternatively, commercial floorspace could be provided as a dedication to Council as the public benefit offer; in line with the valuation of floorspace in accordance with Council's benchmarks. Indeed, this may be a preferred outcome in Bondi Junction where local services and employment opportunities and the commercial sense of address are being diminished with the loss of existing commercial floorspace (see *Bondi Junction Commercial Centre Review*). Notwithstanding, a discount would not be offered to retail/commercial floorspace in a mixed use development.

Similarly, if an applicant is proposing a commercial only building (i.e. no residential floorspace) then to encourage this form of development it is appropriate for the 'Planning Agreement Policy 2014' Amendment 2 not apply to this development type.

#### *Benchmark rates for planning proposals*

A suggestion was made during public exhibition that the benchmark rates should also be applied for Planning Proposals (PP), with some discount to recognise that PPs are a more costly/more time consuming process. Again, this suggestion is consistent with the purpose of introducing benchmark rates to development application and therefore merits consideration. It is however difficult to determine what an appropriate discounted rate for PPs would entail. Analysis of similar rates that are proposed for PPs at the City of Sydney, Parramatta and Randwick reveal rates of \$475/sqm, \$375/sqm and \$425/sqm. Even applying a discount to the benchmark rates of 50% would result in \$/sqm rates that are still significantly above those of City of Sydney, Parramatta and Randwick; but which might facilitate a better result than achieved to date negotiating VPAs for PPs. The idea to discount the benchmark rates applying to PPs has some merit and should be investigated further. However, further analysis needs to be completed before establishing a different VPA rate for PPs. Therefore the *Planning Agreement Policy 2014* Amendment 2 will continue with the current case-by-case approach for PPs and in a future amendment we will seek to apply benchmark rates to PPs.

## **6. 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.

## **7. Attachments**

1. VPA Policy Update - Attachment 1 [↓](#)
2. VPA Policy Update - VPA benchmark rate modelling [↓](#)
3. VPA Policy Update - Summary and consideration of submissions [↓](#)
4. VPA Policy Update - VPA details in response to March Council Notice of Motion [↓](#)
5. VPA Policy Update - VPA income and expenditure [↓](#) .



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- Appendix 1** ~~Valuation Methodology~~ VPA payable rates 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 generally applies to all forms of development with the exception of dwelling houses (a building containing only one dwelling) or commercial office-only developments.

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.



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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 **7.16** 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-7.4** 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 **93F7.4(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,



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- (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 ~~94-7.11~~ or ~~7.1294A~~ to the development,
- (e) if the agreement does not exclude the application of section ~~7.11 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 ~~7.1194~~,
- (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



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Council land, or development applications made by or on behalf of Council, are independently assessed by an external planning consultant.



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### **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 (s7.493F(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 ~~7.493F~~(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 ~~4.1579C~~ 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



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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 **s7.1294A** 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 **1025% of all planning agreement contributions will form a monetary contribution to Waverley's Affordable Housing Program fund. This percentage could be higher in some instances, for example, where a redevelopment results in the loss of existing affordable housing.**

This policy allows for in-kind contributions to be made to Council in lieu of monetary contributions provided that these are consistent with the calculation methods outlined in Appendix 1 and 2. In-kind contributions could include for example affordable housing or commercial floor space dedicated in perpetuity to Council or public domain upgrades.

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.



*Attachment 1 - Planning Agreement Policy 2014  
(Amendment No. 2)*

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**2.7 Do other development contributions apply?**

Generally the Council will not enter a planning agreement that excludes the application of [s7.1194](#) or [s7.1294A](#) 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.

However, where the application of [s7.1194](#) 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 [7.1194](#).



## 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.



**Attachment 1 - Planning Agreement Policy 2014  
(Amendment No. 2)**

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 record-keeping. This also allows due-timely consideration and resolution of any issues raised and facilitates carefully considered 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.



*Attachment 1 - Planning Agreement Policy 2014  
(Amendment No. 2)*

- 
- (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.~~



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## 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—depending upon when an outcome is reached following negotiationonce satisfactory negotiations have taken place.*

*In the case of planning proposals, it would be expected that the proponent would provide a detailed offer which would incorporate specifics as to the public benefit and an undertaking to pursue and enter into a negotiated planning agreement prior to gazettal notification. 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. As such CPI increases will generally be applied to the calculation of the development contribution.**

#### 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 will generally 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. **Generally, 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



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- (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.



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**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 apply to for different suburbs in the Waverley LGA. These rates are located in Appendix 1 and will be applied to Development Applications. These rates will be updated annually.~~

~~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 VPA payable rates

The VPA payable rates per square metre for residential floor space 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. For mixed use developments commercial office and retail benchmark rates should be used. ~~that are largely non-residential the 'Methodology applying to development that is largely non-residential' approach should be taken.~~

#### RESIDENTIAL BENCHMARK RATES

Area	\$/sqm
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.

#### BENCHMARK RATES FOR OFFICE AND RETAIL IN MIXED USE DEVELOPMENTS

Area and type	\$/sqm
Bondi Junction retail core <sup>1</sup>	\$3,000
Bondi Junction retail fringe <sup>2</sup>	\$2,500
Bondi Junction office	\$2,500
Bondi Road, Bondi	\$3,500
Campbell Pde, Bondi <sup>3</sup>	\$4,500
Hall Street, Bondi <sup>4</sup>	\$3,900
Fringe	\$3,500

1. Oxford Street between Newland and Adelaide St; Spring Street east of Newland St, Bronte Rd north of Ebley St; Waverley Mall.

2. Bronte Rd south of Ebley St; Oxford St west of Denison; Ebley St and elsewhere.

3. Between Beach Rd and Lamrock Ave.

4. Between O'Brien and Campbell Parade.

n.b. these rates will be updated on an annual basis based on sales prices.

For any other development type that is not residential or retail or office the following methodology should be used.

#### METHODOLOGY APPLYING TO OTHER DEVELOPMENT THAT IS LARGELY NON-RESIDENTIAL TYPES

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
<b>TOTAL</b>	<b>5,200</b>		<b>48.5</b>

**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
<b>TOTAL</b>	<b>5,975</b>		<b>56.2</b>
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

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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

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PLANNING AGREEMENT NO. \_\_\_\_\_

*Section ~~93F~~ 7.4 of the Environmental Planning and Assessment Act, 1979*

THIS AGREEMENT is made on

20~~17~~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 6-7.1 of Part 4-7 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 ~~94-7.11~~ AND ~~94A-7.12~~ OF THE ACT TO THE DEVELOPMENT**

- 7.1 This Agreement does not exclude the application of Sections ~~947.11~~, ~~7.12~~~~94A~~ or ~~94EF-7.24~~ 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 ~~94-7.11~~ 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-7.6~~ of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section ~~7.6~~ ~~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 ~~7.6~~ ~~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 ~~7.6~~ ~~93H~~ 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-7.5~~ 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	<a href="mailto:info@waverley.nsw.gov.au">info@waverley.nsw.gov.au</a>

EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council affixed pursuant to a resolution of Waverley Council on

\_\_\_\_\_  
~~ROSS MCLEOD 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

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### 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~~s7.4 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

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## APPENDIX 6 Works for Planning Agreements

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### 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~~25% 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

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APPENDIX 8  
Waverley Council Statement of Business Ethics (as amended from time to  
time)

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## 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 residential VPA rates**

VPA payable benchmarks	
<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 &amp; Vaucluse</i>	\$3,000

n.b. these rates will be updated on an annual basis based on sales prices.

A similar exercise was completed to office and retail valuations to determine VPA payable rates for this floor space. These figures are provided in Table 4 below.

**Table 4: Summary commercial office and retail VPA rates for mixed use development**

Average VPA rate	
Bondi Junction retail core <sup>1</sup>	\$3,000
Bondi Junction retail fringe <sup>2</sup>	\$2,500
Bondi Junction office	\$2,500
Bondi Road, Bondi	\$3,500
Campbell Pde, Bondi <sup>3</sup>	\$4,500
Hall Street, Bondi <sup>4</sup>	\$3,900
Fringe	\$3,500

1. Oxford Street between Newland and Adelaide St; Spring Street east of Newland St, Bronte Rd north of Ebley St; Waverley Mall.

2. Bronte Rd south of Ebley St; Oxford St west of Denison; Ebley St and elsewhere.

3. Between Beach Rd and Lamrock Ave.

4. Between O'Brien and Campbell Parade.

**Attachment 3 - Summary and consideration of submissions**

No.	Submission comment	Council officer response
1	I think the move to a fixed rate is a good one as it gives the applicant some certainty, reduces the time required to examine VPA calculations, which will speed up timing and approval of DAs, as well as eliminates arguments over revenues/costs.	Noted.
2	<b>Regular review of rates</b> The proposed benchmark rates listed in the Policy need to be reviewed regularly (say yearly) by a registered property/development site valuer (such as Colliers or Knight Frank) who is familiar with the area, and the benchmark rates should be adjusted accordingly for market conditions such as inflation, land values, construction costs, profit/risk expectations, etc, which are all factored into present value calculations by the valuer from time to time.	The rates are anticipated to be reviewed annually in line with changes to house prices.
3	<b>Calculation of contribution</b> It is unclear what date the benchmark rate is to be applied to a proposed VPA? Is it as at the date of lodgement? Or as at the date of approval? Some development applications can take up to 18-24 months. Planning proposals can take up to 5 years. This will need to be clarified.  If the benchmark rates are being reviewed annually then the market/benchmark rates may change considerably due to market conditions or in response to government regulatory provisions such as interest rates/banking regulation/gst/taxes, etc between date of lodgement and date of consent. I suggest date of lodgement of DA is the fairest date.	For development applications, the benchmark rate will be applied at the time of lodgement; similar to how the DCP and LEP of the time should be used to assess a DA. For Planning Proposals this will occur prior to Gateway Determination.  The Policy has been updated accordingly to notate this timing.
4	<b>Calculation method</b> It is also noted that the revised VPA Policy, in certain circumstances, still considers the transacted purchase price of a property as the "cost of the property" (which includes improvements upon it that are to be demolished) and this is used as the basis for calculating certain costs and marginal profits. For example, this is so in the case of non-residential development calculations.  This assumption does not adequately provide for the reality that some developers/land owners have owned land for 10/20 years or more and have a low cost base. Also does not provide for 10/20 years of holding costs. These developers are unnecessarily penalised by this method which have the impact of overstating marginal profits.  Also, the same type of argument applies to those developers who do not require finance and hence do not have any interest/finance costs and hence are penalised as Council then share in the 50% of a higher profit figure.  In both cases above the Council benefits from the applicant's lower costs by virtue of their long term holdings or no requirement of bank funding, by sharing in greater profits, which are unique to that particular owner/developer.	The issue of profit being affected by long-term ownership of the site is noted. Long-term owners do have lower or no holding costs for sites and hence due to these lower costs, their profit will be larger. At the same time, long-term owners have also benefited from significant windfall gains in property prices in recent years.  Notwithstanding, the introduction of benchmark rates will resolve any perceived unfairness associated with this issue.

	<p>A fixed benchmark rate somewhat resolves this unfairness and creates a “level’ playing field for everyone.</p> <p>If the VPA Policy continues to assess VPAs based on calculation of “marginal profits” and not adopt benchmark rates then the unimproved land value of the property as per the valuer-general valuation for stamp duty/land tax purposes should be used as it more accurately represents the <u>unimproved</u> value of the land.</p>	
5	<p>5. GST – the payment of a VPA contribution to Council is not an acquisition of residential land or a going concern, and hence is GST free. This means the developer cannot use the margin scheme calculation to apply to sales, and thus must pay the full 10% GST on these sales.</p> <p>Normally, if the developer buys (for example) residential houses for say \$2M, and sales of the end product equal \$10M, then GST is only charged (under the margin scheme) on the margin of \$8M. Whereas, if we pay a VPA of \$2M, and sales represent \$10M, then GST is charged on the full \$10M. This is a genuine cost to the developer not provided for under the VPA contribution.</p> <p>Maybe the VPA document can be worded differently so that it falls within the margin scheme ambit. This will need legal/tax advice. Otherwise a discount on the proposed benchmark rate to the developer is justified where the developer would otherwise be able to claim the margin scheme.</p>	<p>This issue has been noted and Planning Agreements are a form of development contribution, rather than the sale of property or a going concern. Advice was sought from Financial Waverley and we believe that VPAs cannot be considered within the margin ambit scheme of the GST system.</p>
6	<p>The requirement for the provision of Bank Guarantee (or other bank security), or cash payment of the full VPA amount up front, prior to Construction Certificate (CC) is a costly and unnecessary burden on the cashflow of the developer. Waverley Council is sufficiently secured by way of a caveat or other interest registered on the title of the land (consented to by the land owner) and Council can enforce the agreement by not releasing the title (such as needed for strata registration and final Occupation Certificate registration, etc) until the VPA amount is paid at the end of the project. This is ample security.</p>	<p>The provision of a Bank Guarantee as a security mechanism is consistent with Clause 7.4 of the Environmental Planning and Assessment Act 1979.</p>
7	<p><b>Use of CPI</b></p> <p>It further goes on (in Part 5 of the document) to speak about how there may be a significant time gap between the gazettal (in the case of a planning proposal) or granting of DA and the receipt of payment. Implying that a mechanism such as CPI increases in the agreed VPA contribution amounts should be further be considered. This would open it up to also consider CPI increases in construction costs, interest rates/finance costs, etc., over the same period, which would contribute to reduction in land value and hence reduction in VPA amounts, not increase in the VPA amount. It somewhat relates to my discussion in point 3 above about the certainty of payment.</p>	<p>The argument is that VPA contributions should remain unindexed based on the fact that they represent point in time valuations and costs, which can vary – both upwards and downwards – over time. However, CPI would only affect the VPA contribution amount in nominal, rather than real terms. In other words, CPI accounts for</p>

		the time value of money and only ensures that the value of the VPA contribution does not diminish over time in real terms.
8	<p><b>Benchmark rates and definition of development</b></p> <p>What is the definition of “largely residential”? It may be worthwhile defining the percentage so there is no arguments later, for example say if over 80% of the development is residential, then residential rates apply. Or use the LEP zonings instead to describe the type of development, for example these benchmark rates could apply to R2,R3, R4 zones, etc. Then B3, B4 could be classed as mixed, etc.</p> <p>Also, I think there should be a fixed rate for the “non-residential” portion of the development (or for wholly non-residential developments) as well (see below point 10), otherwise its back to the old marginal profits (revenues/costs) debates and engaging valuations and QS reports – another unnecessary cost.</p> <p>I think there should also be separate benchmark rates for the commercial and retail portions of any development, like for residential. These are relatively easy to establish by a professional/experienced valuer. I think it would be even easier to come up with a benchmark rate then for residential. For example as a rule of thumb in Bondi Junction is Commercial sales rates are approx. 1/2 residential rates, and retail rates approx. 3/4 residential. It would be a shame that the move to simplifying the Policy still leaves a level of uncertainty in this respect if commercial and retail portions of the development are still left to be calculated under the old regime as 50% of “marginal profits”.</p> <p>Also, if Council wish to promote retail/commercial development in certain areas these rates can be used as a tool to do this, and further discount these rates.</p>	<p>These arguments are valid and some of the issues raised for this point have been considered to create benchmark rates for retail and commercial uses as part of mixed use developments. This logic is consistent with the introduction of the proposed benchmark rates; namely to create certainty, increase transparency, reduce the time and cost to Council and eliminate gaming of the policy.</p> <p>These rates are explored in the Council report and have been added to the amended policy.</p> <p>Regarding the last comment about discounting the rates for retail/commercial – in the first instance, if retail/commercial is required as a development in a B4 zone, then this floorspace is required and there shouldn't be any exemptions or discounts as developers have to provide this floorspace regardless. Alternatively, commercial floorspace could be provided as a dedication to Council as the public benefit offer; in line with the valuation of the floorspace in accordance with Council's benchmarks. Indeed, this may be a preferred outcome in Bondi Junction where local services and employment opportunities and the commercial sense of address are being diminished with the loss of existing commercial floorspace (see <i>Bondi Junction Commercial Centre Review</i>). Nonetheless, a discount would</p>

		<p>not be offered to retail/commercial floorspace.</p> <p>In a similar vein, if an applicant is proposing a commercial only building (i.e. no residential floorspace) then to stimulate this form of development it may be appropriate for the Planning Agreement Policy 2014 to not apply to this floorspace.</p>
9	What happens in the event that there is no extra FSR, just extra height? I don't think I saw discussion about this in the VPA Policy Update document.	The VPA policy only applies for floor space exemptions. Height exceedances aren't considered in the Planning Agreement Policy.
10	<p>For the purpose of simplicity I think the same benchmark rates for each relevant suburb and the same VPA Policy can also be applied for Planning Proposals (PP), with some discount to recognise that PPs are a more costly/more time consuming process. At the very least the residential benchmark rates that should be applied should be those rates at the commencement of the PP process (not at the end), especially as some PPs can take up to 3-5 years. This would eliminate the need for extensive negotiations, delays and uncertainty.</p>	<p>To date Council has yet to successfully apply a VPA to Planning Proposals. It is difficult to ascertain why this has been the case – it may be that there is less acceptance of VPAs at the Planning Proposal stage or the quantum of floorspace uplift associated with a Planning Proposal is so significant that the current contribution rate would affect development feasibility (albeit this would only occur if developers has 'overpaid' for a site).</p> <p>Given the current lack of success of applying a VPA to a Planning Proposal, a discounted benchmark rate may be a preferred approach compared to the current situation. The idea to discount the benchmark rates applying to PPs has some merit and should be investigated further. However, further analysis needs to be completed before establishing a different VPA rate for PPs. Therefore the <i>Planning Agreement Policy 2014</i> Amendment 2 will continue with the current case-by-case approach for PPs and in a future amendment we will seek to apply benchmark rates to PPs.</p>
11	Does the policy only apply to medium-high density developments? Or also to single dwellings and sub-divisions?	The policy does not apply to single dwellings or

		as these do not have the impact on local infrastructure that apartment developments do.  The policy has been updated to make this clear.
12	Construction costs/rates differ vastly across differing ground conditions (sand/rock, soft/hard, de-watering, etc), small/large sites also result in (dis)economies of scale, high-rise vs low-rise construction rates differ and hence any construction costs should not be a VPA consideration in any policy document calculation.	Noted, the new rates address this issue.
13	From a current market perspective it is noted that we have found that sales rates have come back substantially in the last 6 months and finance costs have increased substantially in that period, yet there is no mechanism for adjustment in VPAs that have already been agreed/decided at the higher amounts. Without having the benefit of knowing how each benchmark rate has been calculated I am unable to comment on the appropriateness of the actual rates proposed. If they are simply an average of the VPAs agreed over the past 12-24 months then my comment is that the market is approx.	The rates were based on 2017 sales records for these suburbs. These will be updated annually.
14	Planning Agreements have become a standard part of planning and delivering infrastructure with housing and other projects and a clear process for their negotiation and finalisation is supported.	Noted.
15	<b>Exhibition of draft Planning Agreements</b> Section 4.3 suggests exhibiting draft Planning Agreements before Gateway and before any revisions are made in Step 4. This would be inefficient, and potentially confusing, as the draft Planning Agreement at that early stage is unlikely to match the final Planning Proposal exhibited in Step 5.  Accordingly, it is recommended that the final Policy require the public exhibition of draft Planning Agreements after Gateway determination at Step 5, and only in conjunction with the Planning Proposal.	Noted. However it is important that Council ensures that any public benefits are locked in at an early stage. If any changes are made to a PP that requires updates to the VPA, then the VPA can be re-exhibited.
16	<b>Executing a Planning Agreement</b> It is potentially inefficient for the parties to execute a Planning Agreement prior to Council forwarding a Planning Proposal for Gateway determination as suggested in Section 5.2.  Council and the proponent must resolve the draft Planning Agreement fundamental components prior to Gateway as it is a key element of the Planning Proposal.  However, a lot of time and money is required to finalise and execute Planning Agreements. This would be wasted if the executed Planning Agreement has to be revised, re-finalised and re-executed during Step 6. While this may please both parties' legal representatives, it is an inefficient approach.  Accordingly, it is recommended that the final Policy stipulate that the proponent must execute the Planning Agreement prior to Council resolving to also execute and forward the amended LEP amendment for gazettal.	Noted. As above, it is important that Council ensures that any public benefits are locked in at an early stage. However, this section does allow for flexibility for when a VPA can be entered into.
17	<b>Registration on title</b> It is potentially inefficient and unnecessary to register a Planning Agreement on title before gazettal as required by Section 5.3.2. If the gazetted LEP amendment is not as expected the registration must be removed, and the	Noted. As above, it is important that Council ensures that any public benefits are locked in at an early stage and that security mechanisms are

	<p>Planning Agreement revised and re-executed.</p> <p>It is recommended that the final Policy require registration on title within 20 business days of the amended LEP provisions being gazetted, and prior to obtaining a Development Approval, subject to the LEP provisions being consistent with the Planning Agreement obligations.</p> <p>It is recommended the final Policy include provisions for the removal of Planning Agreement registration from the title, as described in the Department's 2017 draft Practice Note: Planning Agreements</p>	<p>in place before the LEP amendment is gazetted.</p>
18	<p><b>Timing of contributions</b></p> <p>It is noted that the proposed benchmark rates assumes payment/or a commitment to pay at Construction Certificate stage, which effectively represents 50% of "developers marginal profit". This up front payment/commitment is actually a PRE-payment of profits which is presumed to be earned by the developer (if all goes well) at some time in the future (18-24 months away) and this arrangement is risk free to Council. The timing of the payment is unfair and unreasonable.</p> <p>Given that it does not take into account a variety of development risks such as potential increase in costs, reduction in sales rates, etc and general economic uncertainties over the course/life of the development then it is normal that there be a discounted rate (or reward) for a commitment/certainty of payment up front. Otherwise if Council want the full extent of the 50% marginal profit then it is only fair they should also take on all the risks of that development up until completion/settlement, when profit realisation occurs (whenever this may be), or take units in the finished development in lieu of cash.</p> <p>Alternatively, payment of the VPA contribution at Occupation Certificate stage is much more appropriate timing and more financeable with a lender.</p> <p>Section 5.3.2 requires the provision of guarantees in respect of the proponent's obligations simultaneously with gazettal.</p> <p>Prior to Development Approval, banks and financial institutions will not provide a full debt facility, which prevents payment of cash contributions. The provision of security for Planning Agreement obligations at gazettal is therefore premature.</p> <p>Therefore, it is recommended that the final Section 5.3.2 require satisfaction of obligations according to the following timetable:</p> <ol style="list-style-type: none"> <li>1. Provision of a guarantee to secure monetary contributions, WIK and land dedications prior to issuing a Construction Certificate.</li> <li>2. Completion of the following prior to issuing an Occupation Certificate and/or Subdivision Certificate:</li> </ol> <p><input type="checkbox"/> WIK</p>	<p>The policy states that a contribution must be paid prior to Occupation Certificate.</p> <p>In reference to 5.3.2(a), the policy takes sufficient caution to ensure the public benefit outcome is secured. However, Section 5.3.2 describes how the process would "generally" take place and allows for flexibility where circumstances may not suit the process outlined in the policy.</p>

	<input type="checkbox"/> Dedication of land, easement or allotments. <input type="checkbox"/> Dedication of Affordable Rental Housing. <input type="checkbox"/> Payment of monetary contributions.	
19	<p><b>Calculating Contributions</b></p> <p>Planning Agreement obligations will potentially be unreasonable, as the requirement for obligations to be equivalent to 50% of the 'value uplift' does not:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Address infrastructure requirements that are clearly linked to the project, its site or its locality.</li> <li><input type="checkbox"/> Fairly apportion costs according to the unique circumstances of each project, site and locality, given the suggested 50% is to be universally applied, and the \$rate/m2 applies to a suburb.</li> <li><input type="checkbox"/> Facilitate an evidence based, clear and transparent approach, as it is an aim of Section 5.13 to negate the need to consider the unique circumstances of each project, site and locality.</li> </ul> <p>Meet a clearly understood planning purpose, as there is no plan, scope of works, budget or time frame to explain how any monetary component will be spent, and obligations will not be limited to usual planning purposes such as mitigating project impacts, or providing local infrastructure.</p> <p>Contrary to the Department's draft Practice Note, the requirements of Section 5.13 can be considered a form of taxation, as the aims include sharing the project profit with the community and addressing a 'fundamental equity issue'. These matters are not provided for in the EP &amp; A Act.</p> <p>Contrary to the draft Practice Note, the requirements of Section 5.13 are 'explicitly imposed to capture windfall gain in connection with the making of planning decisions under the EP&amp;A Act, in particular in relation to changes to planning instruments'.</p> <p>It is recommended that draft Section 5.13 be replaced in the final Policy. The obligations contained in Planning Agreements should be based on ensuring reasonable material public benefits, that are related to the project, site and locality, that are proportionate to the scale of the project and the demand for the public benefits it generates, and are associated with a recognizable, planning purpose.</p> <p>Material public benefits would include Affordable Rental Housing, public domain works, parking, landscaping, land dedications, open space, physical infrastructure and utilities, potentially community services, and items included in Council's Section 94A Contribution plan.</p>	<p>In accordance with Clause 7.4 of the Environmental Planning and Assessment Act 1979 all planning agreement contributions will be used for a public purpose including (without limitation), for example, funding public amenities or public services, affordable housing, transport or other infrastructure relating to land and the conservation or enhancement of the natural environment.</p> <p>The public purpose can be those items identified in the policy such as Complete Streets or the Campbell Parade upgrade, those identified in the s94A policy or they may be focussed on a local park upgrade outside of these policies in accordance with the nexus principle.</p> <p>The draft Practice Note does state that Planning Agreements should not be based on windfall gain. Council and many other organisations, such as the Planning Institute of Australia, did not support this element of the draft Practice Note. Furthermore, consistent with the draft Ministerial Direction, Council's only 'must have regard to' the Practice Note. This suggests that Councils may have regard to the Practice Note but still may choose a different approach.</p>

20	<p><b>Probity</b> Draft Section 3.3 prohibits all face-to-face meetings, and requires the conduct of negotiations by letter.</p> <p>It is recommended that face-to-face meetings be permitted in the final Policy, subject to maintenance of an auditable paper trail through written and agreed agendas and minutes, which have the documents referenced in the meeting attached.</p>	<p>The intention of this amendment was to limit meetings which do little to further the negotiation of VPAs and create an unnecessary cost to Council.</p> <p>The wording of this section will be amended to allow for meetings only where necessary.</p>
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**Attachment 4 - VPA details in response to March Council Notice of Motion**

DA	Address	Details of proposal	Additional FSR sought	DA Approval Date	Height exceedance (m)
DA-547/2014	87-89 Glenayr Avenue, Bondi Beach	Demolition of existing buildings and proposed 3-4 storey mixed use building	59%	Approved through s34 agreement - 1 February 2016	3.3
DA-164/2015	41 O'Donnell Street, North Bondi	Demolition of existing buildings and proposed residential flat building of 5 units with basement car parking.	13%	29 June 2016 - deferred commencement	Compliant
DA-164/2015/B	41 O'Donnell Street, North Bondi (s96)	Modification of approved residential flat building, including extension of north-western corner of first floor level of the building to convert Unit G.03 into a 2 bedroom apartment; increase of roof parapet	4%	27 September 2017	Compliant
DA-419/2015	110 -116 Bronte Road, Bondi Junction	Demolition of existing building and construction of shop top housing	3%	Approved through s34 agreement - 31 August 2016	5.4
DA-89/2016	362 - 374 Oxford Street, Bondi Junction	Demolition of existing building and construction of mixed used building inc resi, serviced apartments & ground floor retail	15%	24 August 2017	14.1
DA-206/2015	67A Roscoe Street, Bondi Beach	Construction of a 4 storey residential flat building with 10 units, basement car park and strata subdivision	66%	Approved through s34 agreement - 15th December 2016.	0.4
DA 585/2015/B	59-69 Oxford Street, Bondi Junction	Partial demolition of existing structures and construction of a new fourteen 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	19%	26th July 2017	1.9
DA-482/2016	701-707 Old South Head Rd, Vaucluse	Demolition of the four dwellings and construction of a new three level residential flat building with 17 units, associated basement parking, landscape works and strata subdivision	13%	26th July 2017	Compliant
DA-586/2015	2 Warners Avenue, North Bondi	Demolition of the existing dwelling &	28%	28th March 2017	0.8

DA	Address	Details of proposal	Additional FSR sought	DA Approval Date	Height exceedance (m)
		structures. Construction of 3 storey residential building comprising 5 x 2 bedroom units. Aluminium cladding charcoal, timber cladding, board marked concrete walls, blade render, masonry brick. Basement carparking for 5 vehicles. Associated landscaping.			
DA-82/2016	629-631 Old South Head Road, Rose Bay	Demolition of existing buildings , amalgamation of 2 torrens title lots , construction of a 4 storey residential flat building comprising 12 units and basement carparking and strata subdivision	11%	26th April 2017	2.1
DA-531/2015/A	67-69 Penkivil Street, Bondi	Modification to approved RFB including internal reconfiguration, additional bay windows, enlarged basement and attice level with offer to enter a Planning Agreement.	15%	6 March 2018	1
DA-68/2017	16 Llandaff Street, Bondi Junction	TBA	16%	Awaiting determination	Compliant
DA-101/2017	20 Llandaff Street, Bondi Junction	Demolition of existing buildings and construction of new RFB with 32 units, basement parking and offer to enter into a planning agreement.	15%	28 March 2018	3.9
DA-578/2015/A	17 Isabel Avenue, Vaucluse	Demolition of existing building, construction of a three storey residential flat building with basement parking and strata sub-division as modified	9%	02-Jun-17	Compliant
DA-560/2016	252 Campbell Pde	Demolition of buildings and construction of a 4-5 storey mixed use building with basement parking and roof terraces	TBD	28 March 2018	2.1
DA-193/2017	60 Lamrock Avenue Bondi Beach	Alterations and additions to a dual occupancy to create a residential flat building containing four units, front hardstand parking, swimming pool and strata subdivision	14%	18-Apr-18	0.5

DA	Address	Details of proposal	Additional FSR sought	DA Approval Date	Height exceedance (m)
DA-12/2018	80-82 Hall Street	Demolition of existing building and construction of four storey shop top housing containing two levels of basement parking, ground level retail and 10 apartments above.	15%	Awaiting determination	Not yet determined
DA-334/2016/A	82-84 Curlewis Street	Modification to boarding house including additional boarding room, alterations to building footprint and building height.	10%	Awaiting determination	0.2
DA-541/201/A	9 Penkivil Street Bondi	Modification to add an additional unit and alterations to car stacker/parking of approved residential flat building.	15%	Awaiting determination	Compliant
<b>Completed Planning Agreements</b>					
DA-503/2014/A	304-308 Oxford Street, Bondi Junction	Modification to approved mixed use building including two additional stories.	15%	16 December 2016.	10.7
DA-101/2014/B	344-354 Oxford Street, Bondi Junction	Modification to approved mixed use building including one additional storey.	5%	30th June 2017	2.5
DA-316/2015	157-159 Military Road, Dover Heights	Demolition of existing building and construction of mixed use building with basement car parking.	15%	24 March 2016 - deferred commencement	0.8
DA-569/2015/A	109 Oxford Street, Bondi Junction	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	15%	28 August 2017	11.5
DA-520/2014/A	6 Edward Street, Bondi Junction	Modification to internal layout & other alterations	11.59% (in addition to approved 15%)	4th July 2016	Compliant
DA-156/2016	695 Old South Head Road, Vaucluse	Demolition of current improvements and development of a three storey,	15%	3rd January 2017	Compliant

DA	Address	Details of proposal	Additional FSR sought	DA Approval Date	Height exceedance (m)
		five apartment development with basement parking.			
DA-184/2013/C	33-37 Waverley Street, Bondi Junction	Conversion of two Lv. 8 apartments into one apartment.	2%	16 December 2016.	0.4
DA-571/2015	89 Bondi Road, Bondi	Alts & adds to existing commercial premises & construction of rear addition for use as a boarding house	15%	6 June 2016 - deferred commencement	Compliant
DA-169/2015	91-93 Glenayr Avenue, Bondi Beach	Demolition of existing building and construction of shop top housing	32%	27 April 2016 - deferred commencement	1.4
DA-575/2015	637-639 Old South Head Road, Rose Bay	Demolition of existing buildings, construction of a residential flat building with basement parking.	10%	20 April 2016 - deferred commencement	Compliant
DA-598/2008/E	310-330 Oxford Street, Bondi Junction	Part demolition of existing buildings, construction of 12-13 storey mixed use building with basement car parking.	~2% - Equivalent of 2 storeys	21 June 2012	Two stories above
DA-294/2011/B	227-229 Old South Head Road, Bondi	Modification to apartment configuration and parking of approved residential flat building and inclusion of a Planning Agreement.	8.20%	25 September 2014	3.5
DA-81/2013	241-247 Oxford Street, Bondi Junction	Demolition of existing building, construction of a 20 storey mixed use building with basement car park.	15%	4 December 2013	8.7
DA-184/2013	33-37 Waverley Street, Bondi Junction	Demolition of existing buildings, construction of 9 storey residential flat building with basement car parking.	9.10%	12 February 2014	Compliant
DA-520/2014	6 Edward Street, Bondi Junction	Demolition of existing building and construction of residential flat building with 4 apartments and basement car parking	15%	28 October 2015	Compliant
DA-490/2015	570 Oxford Street, Bondi Junction	Conversion of approved mezzanine into commercial floor space.	1.8% (in addition to approved 15%)	2 March 2016	Existing approved height unchanged
DA-363/2011/B	50 Waverley Street, Bondi Junction	Additional 2 storeys and basement car parking level to approved 9 storey residential flat building.	~15%	29 May 2015	3.7
Others					

DA	Address	Details of proposal	Additional FSR sought	DA Approval Date	Height exceedance (m)
DA-263/2014	570-588 Oxford Street, Bondi Junction	Amending development application proposing two additional levels (totalling 21 storeys) to the approved 19 storey building (DA-501/2012/A) and a Planning Agreement.	12%	<b>Refused</b>	12.9
DA-417/2014	10-14 Hall Street, Bondi Beach	6 storey mixed use building with 2 levels of basement car parking.	~15%	<b>Refused</b>	11.4
DA-628/2014	253 Oxford Street, Bondi Junction	Amending DA for two additional levels for approved mixed use building.	11% from previously approved 15% 4.4b	<b>Refused</b>	12
DA-26/2017	48-50 Penkivil Street, Bondi	Additional two levels to approved Residential Flat Building (DA753/2003)	15%	<b>Refused</b>	Compliant
DA-482/2016/A	701-707 Old South Head Rd, Vaucluse	Section 96 Modification including 3 additional units, extending, approved units and addition of 6 car parking spaces	22%	<b>Refused</b>	Compliant

**Attachment 5 - VPA income and expenditure**

VPA funds expended

Project Number	2017/18 Revised Budget	2017/18 Actuals	2016/17 Revised Budget	2016/17 Actuals	2015/16 Total Budget	2015/16 Actuals
<b>Grand Total</b>	<b>(3,663,061)</b>	<b>(1,123,777)</b>	<b>(1,338,220)</b>	<b>(340,599)</b>	<b>(1,967,326)</b>	<b>(1,539,974)</b>
<b>7253 - Transfer from PA Reserve</b>						
C0021 - Bondi Junction Cycleway / Streetscape	(2,594,194)	(498,181)	0	0	0	(117,807)
C0022 - Oxford Mall - signage/ pavement stencils advising slow bicyc	0	0	0	0	(4,000)	0
C0023 - Oxford St (Newland St - Denison St) - street design as per C	0	0	(240,838)	(240,838)	(792,358)	(526,152)
C0024 - East Bondi Junction Streetscape	0	0	(250,000)	(24,782)	(124,626)	(23,483)
C0025 - Birrell St bike path	0	0	0	0	(15,203)	0
C0026 - Waverley St - street design as per Complete Streets	0	0	0	0	0	0
C0027 - BJ PAMP - Pram Ramps	(22,278)	(12,985)	(38,589)	(16,311)	(206,512)	(161,823)
C0028 - Complete Streets - Pop Ups	(41,714)	(37,639)	(59,476)	(17,762)	(100,000)	(40,524)
C0046 - Bronte Road, BJ Streetscpe Upgrade	(79,875)	0	(79,875)	0	0	0
C0120 - Blake Street Neighborhood Centre	(250,000)	(195,000)	(195,000)	0	0	0
C0147 - Public Art installation - Roscoe Street	(15,000)	(15,000)	0	0	0	0
C0210 - Thomas Hogan Park-Landscaping	0	0	(40,333)	(40,333)	(80,000)	(39,667)
C0238 - Brisbane Street Plaza	0	0	(14,109)	(573)	(574,796)	(560,687)
C0239 - Complete Street - Street Lighting	0	0	0	0	(14,831)	(14,831)
C0262 - New St Park upgrade	0	0	0	0	(55,000)	(55,000)
C0290 - Oxford St (Syd Einfeld Drv - Hollywood Ave) - road reserve w	0	0	0	0	0	0
C0291 - Denison St (Spring St - Ebley St) - street design as per Com	0	0	0	0	0	0
C0292 - Newland St (Ebley St - Oxford St) - street design as per Com	0	0	0	0	0	0
C0293 - Grafton St -street design as per Complete Streets	0	0	0	0	0	0
C0294 - Bronte Rd (Ebley St - Birrell St) Stage 1 - street design as	0	0	0	0	0	0

Project Number	2017/18 Revised Budget	2017/18 Actuals	2016/17 Revised Budget	2016/17 Actuals	2015/16 Total Budget	2015/16 Actuals
C0355 - Seven Ways Public Domain Upgrade	(160,000)	(63,134)	0	0	0	0
C0368 - Waverley Mall Public Artwork	(5,000)	0	0	0	0	0
C0417 - Roscoe Street Streetscape Upgrade	(343,059)	(300,649)	(420,000)	0	0	0
C0425 - North Bondi Landscaping and Shower hub project	(1,941)	0	0	0	0	0
C0442 - Oxford Street Tree Planting	(150,000)	(1,190)	0	0	0	0
<b>Total 7253 - Transfer from PA Reserve</b>	<b>(3,663,061)</b>	<b>(1,123,777)</b>	<b>(1,338,220)</b>	<b>(340,599)</b>	<b>(1,967,326)</b>	<b>(1,539,974)</b>

## VPA Income received

Natural Account	2017/18 YTD Actuals	2016/17 Total Actuals	2015/16 Total Actuals	2014/15 Total YTD Actual
<b>Strategic Planning</b>	<b>(6,001,590)</b>	<b>(4,289,027)</b>	<b>(598,111)</b>	<b>(517,069)</b>
1267. Voluntary Planning Agreement Contributions	(6,001,590)	(4,289,027)	(598,111)	-517,069

**REPORT  
CM/7.4/18.08**

**Subject:** Voluntary Planning Agreement - 67-69 Penkivil Street, Bondi

**TRIM No:** DA-531/2015/A

**Author:** Gabrielle Coleman, Strategic Planner

**Director:** Peter Monks, Director, Waverley Futures

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**RECOMMENDATION:**

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 67-69 Penkivil Street, Bondi. The draft Planning Agreement offers a total monetary contribution of \$583,152 to Council with \$524,836.80 going towards public works for the improvement and regeneration of Waverley Park, and \$58,315.20 going 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**

This report seeks the endorsement of Council to execute the attached draft Planning Agreement associated with approved section 4.55 modification (DA-531/2015/A) at 67-69 Penkivil Street, Bondi. The application was approved by Waverley Development Assessment Panel (WDAP) on 28 February 2018 to modify the approved residential flat building including internal reconfiguration to provide two additional units, additional bay windows, enlarge basement and attic level with offer to enter a Planning Agreement. The application resulted in an additional 168.93sqm floor space (total floor space ratio of 1.039:1) to the development, 15% over the permissible floor space ratio control (0.9:1).

The draft planning agreement associated with the section 4.55 modification was placed on public exhibition in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*. The draft Planning Agreement offers a total monetary contribution of \$583,152 with \$524,836.80 to go towards public works for the improvement and regeneration of Waverley Park and 10%, or \$58,315.20, to go 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 \$583,152 with \$524,836.80 to go towards public works for the improvement and regeneration of Waverley Park and 10%, or \$58,315.20, to go 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

Section 7.4 of the *Environmental Planning and Assessment Act 1979* requires that the monetary contribution from a planning agreement be allocated to a public purpose. The draft Planning Agreement offers a total monetary contribution of \$583,152 with \$524,836.80 to go towards public works for the improvement and regeneration of Waverley Park and 10%, or \$58,315.20, to go towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

Depending on the timing of receipt of funds within a 5 year period, works at Waverley Park may be spent on landscape upgrades to support passive recreation in the park, footpath upgrades to improve access and circulation into and around the park, upgrade to fitness equipment and / or upgrades to the playground. Works will be undertaken in accordance with the objectives and actions as outlined in relevant adopted strategies including the Waverley Park Plan of Management and Play Space Strategy.

##### Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 7.5 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 9 May 2018 to Wednesday 6 June 2018 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. Financial impact statement/Timeframe/Consultation

Once the planning agreement has been executed, the applicant will be required to pay a monetary contribution of \$583,152 before the issue of an occupation certificate. This will contribute to the improvement and regeneration of Waverley Park and Waverley's Affordable Housing Program in line with Council's Planning Agreement Policy 2014.

#### 6. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*. It is recommended that Council endorse the attached draft Planning Agreement for execution.

#### 7. Attachments

1. Draft Planning Agreement - 67-69 Penkivil St, Bondi [↓](#)
2. Explanatory Note - 67-69 Penkivil St, Bondi [↓](#) .

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**WAVERLEY COUNCIL**

**(Council)**

**AND**

**K2 PROPERTY DEVELOPMENT GROUP PTY LTD  
ACN 615 472 994**

**(Developer)**

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## **PLANNING AGREEMENT**

**(Development Contribution)**

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**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 7.4 of the Environmental Planning and Assessment Act, 1979*****THIS AGREEMENT** is made on

2018

**PARTIES**

**WAVERLEY COUNCIL** of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022  
ABN 12 502 583 608 ("**Council**")

**K2 PROPERTY DEVELOPMENT GROUP PTY LTD** of 77 Monaro Crescent, Griffith ACT 2603  
ACN 615 472 994 ("**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 20 December 2016 the Developer caused the Development Application to be lodged with Council for development consent to carry out the Development on the Land.
- D.** The Development Application was accompanied by an offer dated 16 December 2016 to enter into this Agreement to make a Development Contribution towards the Public Purpose in accordance with Council's Planning Agreement Policy if Development Consent was granted.
- E.** The Development Consent was granted on 6 March 2018.
- F.** This Agreement is consistent with the Developer's offer referred to in Recital D.

**OPERATIVE PROVISIONS:****1 PLANNING AGREEMENT UNDER THE ACT**

The parties agree that this Agreement is a planning agreement governed by Section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

**2 APPLICATION OF THIS AGREEMENT**

This Agreement applies to the Land and to the Development proposed in the Development Consent, as may be 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) as modified;

**“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 by the owners of the Land, noting Council as a caveator, in a form registrable at NSW Land Registry Services and otherwise acceptable to Council or such other form of owner's consent as may be required by 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 6.4 of the Act in respect of the Development Consent;

**“Development”** means the modification to approved residential flat building including internal reconfiguration to provide two additional units, additional bay windows, enlarge basement and with offer to enter a Planning Agreement;

**“Development Application”** means the development application number DA 531/2015/A and is referred to in item 3 of the Schedule;

**“Development Consent”** means the consent granted in respect of DA 531/2015/A on 6 March 2018, as modified;

**“Development Contribution”** means the sum of \$583,152 and referred to in item 6 of the Schedule;

**“Development Contribution Date”** means the time by which 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, 2 and 3 in DP 736495 and Lot 1 in DP 529701 and known as 67 and 69 Penkivil Street, Bondi;

**“Occupation Certificate”** means any occupation certificate as referred to in s 6.4 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 improvement and regeneration of Waverley Park and Affordable Housing under 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 7.6 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 S7.11 AND S7.12 OF THE ACT TO THE DEVELOPMENT**

- 7.1 This Agreement does not exclude the application of Sections 7.11, 7.12 or 7.24 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 7.11 or 7.12 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 7.6 of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section 7.6 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 7.6 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, including but not limited to the Owners of the land and Mortgagee; 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 do all things necessary to ensure registration of this Agreement under 7.6 upon title to the Land at their cost and 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 NSW Land Registry Services (formerly Land & Property Information NSW) and advise Council of the production number;
  - (c) provide the Council with a cheque in favour of NSW Land Registry Services 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 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 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.
- 8.8 Should payment of the Development Contribution or surrender of the Development Consent occur on 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 owners 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) As soon as possible after entering into this Agreement and in any event 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.
- (b) The Developer acknowledges that the Council is provided with 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.
- (c) Should payment of the Development Contribution or surrender of the Development Consent occur on the date of this Agreement and prior to issue of a Construction Certificate, then there will be no obligation to provide the Bank Guarantee in accordance with this clause.

### **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 Development Contribution in accordance with the Schedule 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 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 all of its obligations under this Agreement, including payment of the Development Contribution, 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 7.5 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 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 procure and 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**

The Developer warrants that it will not sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so until the Development Contribution is paid in full.

#### **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 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.

## **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 s7.6 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	K2 PROPERTY DEVELOPMENT GROUP ACN 615 472 994
2	Land	67 AND 69 PENKIVIL STREET, BONDI NSW 2026 (LOT 1, 2 AND 3 IN DP 36495 AND LOT 1 IN DP 529701)
3	Development Application	DA 531/2015/A
5	Development (description)	MODIFICATION TO APPROVED RESIDENTIAL FLAT BUILDING INCLUDING INTERNAL RECONFIGURATION TO PROVIDE TWO ADDITIONAL UNITS, ADDITIONAL BAY WINDOWS, ENLARGE BASEMENT AND WITH OFFER TO ENTER A PLANNING AGREEMENT
6	Development Contribution	\$583,152
7	Public Purpose	TOWARDS THE IMPROVEMENT AND REGENERATION OF WAVERLEY PARK AND AFFORDABLE HOUSING UNDER 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	77 Monaro Crescent, Griffith ACT 2603
	Developer Email	<a href="mailto:michael@k2pdg.com.au">michael@k2pdg.com.au</a> <a href="mailto:rhys@k2pdg.com.au">rhys@k2pdg.com.au</a>

Council Address	CORNER PAUL STREET AND BONDI ROAD, BONDI JUNCTION NSW 2022
Council Fax	(02) 9387 1820
Council Email	<a href="mailto:info@waverley.nsw.gov.au">info@waverley.nsw.gov.au</a>

**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council  
affixed pursuant to a resolution of Waverley Council on**

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**ROSS MCLEOD**

General Manager

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**CLR JOHN WAKEFIELD**

Mayor

**EXECUTED by K2 PROPERTY  
DEVELOPMENT GROUP PTY LTD  
ACN 615 472 994** in accordance with  
section 127 of the Corporations Act 2001

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**MICHAEL ANASTASIOS KOUNDOURIS**

Sole Director/Secretary

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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 s7.4 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

**K2 PROPERTY DEVELOPMENT GROUP PTY LTD ACN 615 472 994**  
(Developer).

#### 2 Description of Subject Land:

The whole of the land being Lots 1, 2 and 3 in DP 736495 and Lot 1 in DP 529701 and known as 67 and 69 Penkivil Street, Bondi, 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 modification to approved residential flat building including internal reconfiguration to provide two additional units, additional bay windows, enlarge basement and with offer to enter a Planning Agreement.

#### 4 Background:

The Developer is the registered proprietor of the subject Land. The Developer lodged a development application with Council, DA 531/2015/A. The Developer offered to enter into a Planning Agreement with Council pursuant to section 7.4 of the Act to provide a monetary contribution as the 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 enable Council to provide a material public benefit to residents of areas close to the Development and the broader community by facilitating the improvement and regeneration of Waverley Park under Council's policies and programs directed at infrastructure construction, improvements and maintenance and improving and upgrading playgrounds, parks / reserves and public areas and provision towards Waverley's Affordable Housing Program.

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 section 7.4 and Subdivision 2 of Division 7.1 of Part 7 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 any Construction Certificate issuing for the Development and to pay a monetary Contribution to Council in the amount of \$583,152 prior to any Occupation Certificate issuing for the Development.

The Agreement does not exclude the application of sections 7.11, 7.12 or 7.24 of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s7.11 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 7.4(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 or public services;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and
- The conservation or enhancement of the natural environment.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

### 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 upgrading of improvement and regeneration of Waverley Park;
- The upgrading and improvement of facilities in the areas nearby the Development will encourage business within and development of the precinct as an active vibrant community with recreational facilities;
- 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:

- 1.3(a) “to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State’s natural and other resources”;
- 1.3(b) “to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment”;
- 1.3(c) “to promote the orderly and economic use and development of land”;
- 1.3(d) “to promote the delivery and maintenance of affordable housing”; and
- 1.3(i) “to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State”.

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 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 issue of a 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**

**REPORT  
CM/7.5/18.08**

**Subject:** Voluntary Planning Agreement - 82-84 Curlewis Street, Bondi Beach

**TRIM No:** DA-334/2016

**Author:** Gabrielle Coleman, Strategic Planner

**Director:** Peter Monks, Director, Waverley Futures

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**RECOMMENDATION:**

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 82-84 Curlewis Street, Bondi Beach. The draft Planning Agreement offers a total monetary contribution of \$240,000 with \$216,000 to go towards public works for the improvement and regeneration of parks, reserves and playgrounds in the Bondi Beach and /or North Bondi area and 10%, or \$24,000, to go to 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**

This report seeks the endorsement of Council to execute the attached draft Planning Agreement associated with the approved development application (DA-334/2016/A) at 82-84 Curlewis Street, Bondi Beach. The application was approved by the Waverley Development Assessment Panel (WDAP) for a modification to the approved boarding house to include an additional boarding room, alterations to the building footprint and building height. The application was approved with a floor space exceedance of 112sqm (total floor space ratio of 1.54:1), 9.6% over the permissible floor space ratio of 1.4:1.

The draft planning agreement associated with the development application was placed on public exhibition in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*. The draft Planning Agreement offers a total monetary contribution of \$240,000 with \$216,000 to go towards public works for the improvement and regeneration of parks, reserves and playgrounds in the Bondi Beach and /or North Bondi area and 10%, or \$24,000, to go towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

**2. Introduction/Background**

The draft Planning Agreement was negotiated in accordance with the valuation and costing methodology outlined in the Waverley Planning Agreement Policy 2014. The draft Planning Agreement offers a total monetary contribution of \$240,000 with \$216,000 to go towards public works for the improvement and regeneration of parks, reserves and playgrounds in the Bondi Beach and /or North Bondi area and 10%, or \$24,000, to go 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

Section 7.4 of the *Environmental Planning and Assessment Act 1979* requires that the monetary contribution from a planning agreement be allocated to a public purpose. The draft Planning Agreement offers a total monetary contribution of \$240,000 with \$216,000 to go towards public works for the improvement and regeneration of parks, reserves and playgrounds in the Bondi Beach and /or North Bondi area and 10%, or \$24,000, to go towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

Within nominated parks and reserves, such as Barracluff Park, the contribution could support passive recreation upgrades such as playgrounds, picnic areas and park access and circulation improvements. The additional monetary contribution will greatly assist in either expanding the scope of works (i.e. undertake additional works in the park currently unfunded) and/or investing in higher quality equipment or design outcomes (i.e. additional play equipment outside or in addition to current funding). The decision to allocate funding will be based on a review of feedback received from consultation to confirm community needs and wants and target additional funding to maximise benefit to the community.

Works will be undertaken in accordance with the objectives and actions as outlined in relevant adopted strategies including the Bondi Park, Bondi Beach and Bondi Pavilion Plans of Management and Play Space Strategy.

#### Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 7.5 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 4<sup>th</sup> July 2018 to Wednesday 1<sup>st</sup> August 2018 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. Financial impact statement/Timeframe/Consultation

Once the planning agreement has been executed, the applicant will be required to pay a monetary contribution of \$240,000 before the issue of an occupation certificate. This will contribute to the improvement and regeneration of parks and reserves in the Bondi Beach and North Bondi area and Waverley's Affordable Housing Program.

### 6. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*. It is recommended that Council endorse the attached draft Planning Agreement for execution.

### 7. Attachments

1. Draft Planning Agreement - 82-84 Curlewis Street, Bondi Beach [↓](#)
2. Explanatory Note - 82-84 Curlewis Street, Bondi Beach [↓](#) .

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**WAVERLEY COUNCIL**

(Council)

**AND**

**GLOBAL MEDICAL INSURANCE GROUP PTY LTD**  
**ACN 117 558 808**

**AND**

**DAVID EMERY REINER**

(Developer)

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## **PLANNING AGREEMENT**

(Development Contribution)

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**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 7.4 of the Environmental Planning and Assessment Act, 1979*****THIS AGREEMENT** is made on

2018

**PARTIES**

**WAVERLEY COUNCIL** of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022  
ABN 12 502 583 608 ("**Council**")

**GLOBAL MEDICAL INSURANCE GROUP PTY LTD** of 6 Hunter Street, Yarralumla ACT 2600  
ACN 117 558 808

**AND**

**DAVID EMERY REINER**  
("**Developer**")

**BACKGROUND/RECITAL**

- A.** Global Medical Insurance Group Pty Ltd and David Emery Reiner are the registered proprietors of the Land as tenants in common in equal shares and are referred to herein as the Developer.
- 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 13 November 2017 the Developer lodged or caused to be lodged the Development Application with Council for development consent to carry out development on the Land.
- D.** The Development Application was subsequently accompanied by an offer dated 18 April 2018 by the Developer 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 Development Consent was granted.
- E.** The Development Consent was granted on 5 June 2018.
- F.** This Agreement is consistent with the Developer's offer referred to in Recital D.

**OPERATIVE PROVISIONS:****1 PLANNING AGREEMENT UNDER THE ACT**

The parties agree that this Agreement is a planning agreement governed by Section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

**2 APPLICATION OF THIS AGREEMENT**

This Agreement applies to the Land and to the Development proposed in the Development Consent, as may be 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 for the Development.

**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 owner of the Land, noting Council as a caveator, in a form registrable at NSW Land Registry Services and otherwise acceptable to Council or such other form of consent as may be required by 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 6.4 of the Act in respect of the Development Consent;

**"Development"** means the development the subject of the Development Application which is described in item 4 of the Schedule and being the modification to boarding house

including additional boarding room, alterations to building footprint and building height;

**“Development Application”** means the development application number DA 334/2016/A and is referred to in item 3 of the Schedule;

**“Development Consent”** means the consent granted in respect of DA 334/2016/A dated 5 June 2018, as may be modified;

**“Development Contribution”** means the sum of \$240,000 and is referred to in item 5 of the Schedule;

**“Development Contribution Date”** means the time the Development Contribution is to be paid as referred to in item 7 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 Lot 1 in DP 1231789 (formerly Lots 6 and 7 in DP 11563) known as 82 – 84 Curlew Street, Bondi Beach and is referred to in item 2 of the Schedule;

**“Occupation Certificate”** means any occupation certificate as referred to in s 6.4 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 6 of the Schedule and is towards the upgrade of parks, reserves and playgrounds in the Bondi Beach and/or North Bondi area and Affordable Housing under 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 7.6 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 S7.11 AND S7.12 OF THE ACT TO THE DEVELOPMENT**

- 7.1 This Agreement does not exclude the application of Sections 7.11, 7.12 or 7.24 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 7.11 or 7.12 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 7.6 of the Act.
- 8.2 The Developer warrants that it will do everything necessary to enable this Agreement to be registered under section 7.6 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 7.6 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 do all things necessary to ensure registration of this Agreement under s7.6 upon the title to the Land and at their cost 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 NSW Land Registry Services and advise Council of the production number;
  - (c) provide the Council with a cheque in favour of NSW Land Registry Services 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, 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 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.
- (b) The Developer acknowledges that the Council enters into this Agreement in reliance upon 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 Development Contribution in accordance with the Schedule 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 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 7.5 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. 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 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 8 of the Schedule;
- (b) faxed to that Party at its fax number set out below in item 8 of the Schedule;
- (c) emailed to that Party at its email address set out below in item 8 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.

**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 s7.6 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	GLOBAL MEDICAL INSURANCE GROUP PTY LTD ACN 117 558 808 & DAVID EMERY REINER
2	Land	82 – 84 CURLEWIS STREET, BONDI BEACH (LOT 1 IN DP 1231789, FORMERLY LOTS 6 AND 7 IN DP 11563)
3	Development Application	DA 334/2016/A
4	Development (description)	THE MODIFICATION TO BOARDING HOUSE INCLUDING ADDITIONAL BOARDING ROOM, ALTERATIONS TO BUILDING FOOTPRINT AND BUILDING HEIGHT
5	Development Contribution	\$240,000
6	Public Purpose	TOWARDS THE UPGRADE OF PARKS, RESERVES AND PLAYGROUNDS IN THE BONDI BEACH AND/OR NORTH BONDI AREA AND AFFORDABLE HOUSING UNDER WAVERLEY'S AFFORDABLE HOUSING PROGRAM
7	Development Contribution Date (Payment date for the Development Contribution)	PRIOR TO THE ISSUE OF ANY OCCUPATION CERTIFICATE FOR THE DEVELOPMENT
8	Developer Address	6 HUNTER STREET, YARRALUMLA

ACT 2600

Developer Fax

Developer Email

[david@reiner.com.au](mailto:david@reiner.com.au)

Council Address

Council Fax

Council Email

CORNER PAUL STREET AND BONDI  
ROAD, BONDI JUNCTION NSW 2022

(02) 9387 1820

[info@waverley.nsw.gov.au](mailto:info@waverley.nsw.gov.au)

DRAFT

17

**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council  
affixed pursuant to a resolution of Waverley Council on**

\_\_\_\_\_  
**ROSS MCLEOD**  
General Manager

\_\_\_\_\_  
**CLR JOHN WAKEFIELD**  
Mayor

**EXECUTED by GLOBAL MEDICAL INSURANCE  
GROUP PTY LTD ACN 117 558 808**  
In accordance with section 127 of the  
Corporations Act 2001

\_\_\_\_\_  
**DAVID REINER**  
Director

\_\_\_\_\_  
**ANNA ELIZABETH REINER**  
Secretary

**EXECUTED by DAVID EMERY REINER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

17

## 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 s7.4 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

**GLOBAL MEDICAL INSURANCE GROUP PTY LTD ACN 117 558 808**

**AND**

**DAVID EMERY REINER** (Developer).

**2 Description of Subject Land:**

The whole of the land being Lot 1 in DP 1231789 (formerly Lots 6 and 7 in DP 11563) and known as 82 – 84 Curlewis Street, Bondi Beach, 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 modification to boarding house including additional boarding room, alterations to building footprint and building height.

**4 Background:**

The Developer is the registered proprietor of the subject Land. The Developer lodged a development application with Council, DA 334/2016/A. The Developer offered to enter into a Planning Agreement with Council pursuant to section 7.4 of the Act to provide a monetary contribution as the 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 enable Council to provide a material public benefit to residents of areas close to the Development and the broader community by facilitating the upgrade of parks, reserves and playgrounds in the Bondi Beach and/or North Bondi area under Council's policies and programs directed at improving and upgrading

playgrounds, parks / reserves and public areas and provision towards Waverley's Affordable Housing Program.

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 section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

The Agreement requires the Developer to comply with certain requirements including registration of the Agreement, provision of a Bank Guarantee and caveat prior to any Construction Certificate issuing for the Development and to pay a monetary Contribution to Council in the amount of \$240,000 prior to any Occupation Certificate issuing for the Development.

The Agreement does not exclude the application of sections 7.11, 7.12 or 7.24 of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s7.11 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 7.4(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 or public services;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and
- The conservation or enhancement of the natural environment.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

### 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 parks, reserves and playgrounds nearby the Development in the Bondi Beach and/or North Bondi area;
- The upgrading and improvement of parks, reserves and playgrounds in the areas nearby the Development will encourage business within and

development of the precinct as an active vibrant community with recreational facilities;

- 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:

- 1.3(a) "to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources";
- 1.3(b) "to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment";
- 1.3(c) "to promote the orderly and economic use and development of land";
- 1.3(d) "to promote the delivery and maintenance of affordable housing"; and
- 1.3(i) "to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State".

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 recreational facilities as well as affordable housing within the public 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, registration and caveat prior to the issue of a Construction Certificate and to enforce payment of the monetary contribution prior to the issue of any Occupation Certificate.

**This explanatory note is not to be used to assist in construing the Planning Agreement**

**REPORT  
CM/7.6/18.08**

**Subject:** Voluntary Planning Agreement - 110-116 Bronte Road,  
Bondi Junction

**TRIM No:** DA-419/2015

**Author:** Gabrielle Coleman, Strategic Planner

**Director:** Peter Monks, Director, Waverley Futures

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**RECOMMENDATION:**

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 110-116 Bronte Road, Bondi Junction. The draft Planning Agreement offers a total monetary contribution of \$69,537 with \$62,583 going towards Council's Complete Streets Program and/or any other public purpose benefit for the improvement of Bondi Junction and \$6,954 going 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**

This report seeks the endorsement of Council to execute the attached draft Planning Agreement associated with approved development application (DA-419/2015) at 110-116 Bronte Road, Bondi Junction. The application was approved at a section 34 conciliation conference on 31 August 2016 for the demolition of the existing building and construction of a six storey mixed use development with ground floor retail, one level of basement and offer to enter into a planning agreement. The application was approved with a floor space exceedance of 35sqm (total floor space ratio of 2.06:1), 3% over the permissible floor space ratio of 2:1.

The draft planning agreement associated with the development application was placed on public exhibition in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*. The draft Planning Agreement offers a total monetary contribution of \$69,537 with \$62,583 to go towards Council's Complete Streets Program and/or public works for the improvement and regeneration of Bondi Junction and 10%, or \$6,954, to go 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 draft Planning Agreement offers a total monetary contribution of \$69,537 with \$62,583 to go towards public works for the improvement and regeneration of Bondi Junction and 10%, or \$6,954, to go 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

Section 7.4 of the *Environmental Planning and Assessment Act 1979* requires that the monetary contribution from a planning agreement be allocated to a public purpose. The draft Planning Agreement offers a total monetary contribution of \$69,537 with \$62,583 to go towards public works for the improvement and regeneration of Bondi Junction and 10%, or \$6,954, to go towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

Depending on the timing of receipt of funds within a 5 year period, works within Bondi Junction may be spent on streetscape public domain improvements such as additional street tree planting, additional seating and bike racks along streets or playground upgrades to support passive recreation in parks and reserves in the Bondi Junction area. Works will be undertaken in accordance with the objectives and actions as outlined in relevant adopted strategies including the Bondi Junction Complete Streets and Play Space Strategy.

#### Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 7.5 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 13 June 2018 to Wednesday 11 July 2018 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. Financial impact statement/Timeframe/Consultation

Once the planning agreement has been executed, the applicant will be required to pay a monetary contribution of \$69,527 before the issue of an occupation certificate. As detailed above, this will contribute to the improvement and regeneration of Bondi Junction and Waverley's Affordable Housing Program.

### 6. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*, where no submissions were received. It is recommended that Council endorse the attached draft Planning Agreement for execution.

### 7. Attachments

1. Draft Planning Agreement - 110-116 Bronte Road, Bondi Junction [↓](#)
2. Explanatory Note - 110-116 Bronte Road, Bondi Junction [↓](#) .

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**WAVERLEY COUNCIL**

**(Council)**

**AND**

**THREE CHEFS HATS PTY LTD**

**ACN 604 409 234**

**(Developer)**

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## **PLANNING AGREEMENT**

**(Development Contribution)**

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**WAVERLEY COUNCIL**

**Council Chambers**

**Cnr Bondi Road & Paul Street**

**BONDI JUNCTION NSW 2022**

**DX 12006 BONDI JUNCTION**

**Phone: 02 9369 8000**

**Facsimile: 02 9387 1820**

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**PLANNING AGREEMENT NO. \_\_\_\_\_**  
***Section 7.4 of the Environmental Planning and Assessment Act, 1979***

**THIS AGREEMENT** is made on

2018

**PARTIES**

**WAVERLEY COUNCIL** of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022  
(**Council**)

**THREE CHEFS HATS PTY LTD ACN 604 409 234** of suite 101, 2 Guilfoyle Avenue, Double Bay, NSW 2028. (**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 17 September 2015 the Developer caused the Development Application to be lodged with the Council for Development Consent to carry out the Development on the Land.
- D.** The Developer subsequently lodged an appeal with the Land and Environment Court against the determination of the Development Application.
- E.** On 13 April 2018 the Developer confirmed its offer to enter into this Agreement and to make a Development Contribution towards a public purpose in accordance with Council's Planning Agreement Policy.
- F.** The Development Consent was granted by way of Land and Environment Court Order made 31 August 2016 and entered 12 September 2016.
- G.** This Agreement is consistent with the Developer's offer referred to in Recital E.

**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) as modified;

**“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 by the Owners of the Land, noting Council as a caveator, in a form registrable at NSW Land Registry Services or 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 6.4 of the Act 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 number DA-419/2015;

**“Development Consent”** has the same meaning as in the Act and means the consent granted in respect of DA-419/2015 by way of Land and Environment Court Order made on 31 August 2016 and entered on 12 September 2016 as modified;

**“Development Contribution”** means the sum of \$69,537.30;

**“Development Contribution Date”** means the time the Development Contribution is to be paid as specified in Item 7 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.

**“Occupation Certificate”** means any final or an interim occupation certificate under section 6.4 of the Act in respect to the Land;

**“Party”** means a party to this Agreement including their successors and assigns.

**“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 7.6 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 Section 7.4 Subdivision 2 of Division 7.1 of Part 7 of the Act.

## **3 APPLICATION OF THIS AGREEMENT**

This Agreement applies to the Land and the Development proposed in the Development Consent as modified.

## **4 OPERATION OF THIS AGREEMENT**

- 4.1 This Agreement is to be entered into as soon as possible following completion of the notification of the Planning Agreement in accordance with the requirements of Section 7.5 of the Environmental Planning & Assessment Act 1979 and Clause 25D of the Environmental Planning and Assessment Regulation 2000 but this must be prior to the issue of any Construction Certificate for the development that relates to works contained in DA-419/2015.
- 4.2 The Parties must execute this Agreement as soon as possible and in any event prior to any Construction Certificate being issued. This monetary contribution is to be paid prior to the issue of any Occupation Certificate.

**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 7.11 AND 7.12 OF THE ACT TO THE DEVELOPMENT**

- 7.1 This Agreement does not exclude the application of Sections 7.11, 7.12 or 7.24 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 7.11 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 7.6 of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section 7.6 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 7.6 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 do all things necessary to ensure registration of this Agreement under s7.6 upon the title to the Land and at their cost 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 NSW Land Registry Services and advise Council of the production number;

- (c) provide the Council with a cheque in favour of NSW Land Registry Services, NSW for the registration fees for registration of this Agreement;
- (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; and
- (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 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) Before any application for any Construction Certificate the Developer must deliver to the Council a 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 of the Development Contribution or if the Development Consent lapses or is surrendered, then the Council will return the Bank Guarantee to the Developer.

## **10 REVIEW OF THE AGREEMENT**

- 10.1 The Parties agree that, subject to section 7.5 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.

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;
- (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.

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 or the Development Consent lapses or is surrendered;
- (b) Council has a caveatable interest in the Land from the later of the date of the Development Consent and this Agreement until the Development Contribution is paid in full to Council or the Development Consent lapses or is surrendered;
- (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 or the Development Consent lapses or is surrendered; and
- (d) at the time of entering into this Agreement, the Developer shall procure and provide Council with the Caveat Form duly endorsed by the Developer, 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 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.

12.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to 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 clause 25 and any statutory obligations, a Party must not unreasonably withhold an approval or consent to be given under this Agreement (including subject to any conditions to be determined by the Party) and must give its reasons for withholding any consent or for giving any consent subject to conditions.

#### **15. ASSIGNMENT AND DEALINGS**

Subject to clause 28, 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 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.

**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. 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 party of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement but the rest of this Agreement is not affected.

**23. MODIFICATION**

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

**24 WAIVER**

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

**25. 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.

**26. GOODS & SERVICES TAX REPRESENTATIONS AND WARRANTIES**

26.1 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.

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. Both parties must also comply with Part VB of the *Trade Practices Act* 1974 (Cth).

## **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 s7.6 of the *Environmental Planning and Assessment Act*. This Agreement will be dated on the day of execution by all Parties.

## **28. SUBSEQUENT MORTGAGE**

Provided the Planning Agreement is registered against the title to the Land or the Development Contribution is paid in full, nothing in this agreement shall prevent or preclude the Developer from dealing with the property for the purpose of obtaining funding for the development, including registering a mortgage over the land and the Council shall not withhold its consent in regard to same.

**SCHEDULE**

Item Number	Particulars/Description	
1	Developer	THREE CHEFS HATS PTY LTD ACN 604 409 234
2	Land	110-116 BRONTE ROAD, BONDI JUNCTION (LOT 1 OF DP110165 and LOT 10 OF DP801458)
3	Development Application	DA-419/2015 (which was subsequently modified by DA 512/2016)
4	Development (description)	DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF A FOUR TO FIVE STOREY MIXED USE DEVELOPMENT WHICH INCLUDES TWO RETAIL UNITS AND 20 RESIDENTIAL UNITS AND BASEMENT PARKING
5	Development Contribution	\$69,537.30
6	Public Purpose	COMPLETE STREETS PROGRAM AND/OR ANY OTHER PUBLIC PURPOSE BENEFIT FOR THE IMPROVEMENT OF BONDI JUNCTION AND WAVERLEY'S AFFORDABLE HOUSING PROGRAM
7	Development Contribution Date (Payment date for the Development Contribution)	PRIOR TO THE ISSUE OF ANY OCCUPATION CERTIFICATE FOR THE DEVELOPMENT.

8	Developer Address	Suite 101, 2 Guilfoyle Avenue, Double Bay NSW 2028
	Developer Email	maprop@hotmail.com
	Council Address	CORNER PAUL STREET AND BONDI ROAD, BONDI JUNCTION NSW 2022
	Council Fax	(02) 9387 1820
	Council Email	<a href="mailto:info@waverley.nsw.gov.au">info@waverley.nsw.gov.au</a>

**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council  
affixed pursuant to a resolution of Waverley Council on**

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**ROSS MCLEOD**

General Manager

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**CLR JOHN WAKEFIELD**

Mayor

**EXECUTED** by )  
**THREE CHEFS HATS PTY LTD** )  
**(ACN 604 409 234)** )  
in accordance with section 127 of the )  
*Corporations Act* 2001 )

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Director / Secretary

Name of Director / Secretary:

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Director

Name of Director:

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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 s7.4 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

**THREE CHEFS HATS PTY LTD ACN 604 409 234** (Developer).

#### 2 Description of Subject Land:

The whole of the land being Lot 1 DP 110165 and Lot 10 DP 801458 and known as 110-116 Bronte Road, Bondi, 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 of the demolition of existing building and construction of a four to five storey mixed use development which includes two retail units and 20 residential units and basement parking.

#### 4 Background:

The Developer is the registered proprietor of the subject Land. The Developer lodged a development application with Council, DA 419/2015 which was subsequently modified by DA 512/2016. The Developer offered to enter into a Planning Agreement with Council pursuant to section 7.4 of the Act to provide a monetary contribution as the development application as modified 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 enable Council to provide a material public benefit to residents of areas close to the Development and the broader community by contributing to Council's policies and programs namely the Council's Complete Streets Program directed at infrastructure construction, improvements and maintenance and improving and upgrading playgrounds, parks / reserves and public areas and provision towards Waverley's Affordable Housing Program.

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 section 7.4 and Subdivision 2 of Division 7.1 of Part 7 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 issuing for the Development and to pay a monetary Contribution to Council in the amount of \$69,537.30 prior to any Occupation Certificate issuing for the Development.

The Agreement does not exclude the application of sections 7.11, 7.12 or 7.24 of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s7.11 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 7.4(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 or public services;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and
- The conservation or enhancement of the natural environment.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

### **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 upgrading under the Complete Streets Program and/or other public benefit for the improvement of Bondi Junction;
- The upgrading and improvement of facilities in the areas nearby the Development will encourage business within and development of the precinct as an active vibrant community with recreational facilities;
- 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:

- 1.3(a) “to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources”;
- 1.3(b) “to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment”;
- 1.3(c) “to promote the orderly and economic use and development of land”;
- 1.3(d) “to promote the delivery and maintenance of affordable housing”; and
- 1.3(i) “to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State”.

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 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 issue of a 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**

**REPORT**  
**CM/7.7/18.08**

**Subject:** Building Futures - Grant

**TRIM No:** A17/0658

**Author:** Emmanuelle David, Coordinator Sustainable Precincts

**Director:** Peter Monks, Director, Waverley Futures

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**RECOMMENDATION:**

That Council:

1. Endorses grant matched funding of up to \$5,000 for the 7 buildings with under 100 apartments to undertake energy saving upgrades as part of the Building Futures program.
2. Endorses grant matched funding of up to \$10,000 for the 3 buildings with over 100 apartments to undertake energy saving upgrades as part of the Building Futures Program.

**1. Executive Summary**

The purpose of this report is to seek Council's endorsement for the grant funding for our Building Futures Program in Bondi Junction and thereby help implement the recommendations of the Green Infrastructure Master Plan. This will assist in achieving Council's community environmental targets in the areas of greenhouse gas emissions and waste. This Program will also demonstrate to other buildings across Waverley, the savings that can be made with cost-effective energy efficient and renewable energy retrofit solutions.

**2. Introduction/Background**

The Bondi Junction Green Infrastructure Masterplan identified a range of energy, water and waste solutions in Bondi Junction. To improve energy, waste and water efficiency in the precinct and for Bondi Junction to be a low carbon precinct, upgrades to existing building stock is crucial. 'Building Futures' is Council's exciting new building efficiency and retrofit program for existing strata buildings in Bondi Junction that are above eight storeys. It targets common area energy use, tenant and common water use for suitable buildings, and sustainable waste management practices.

Ten buildings have been selected to participate in the first round of this program and the program was officially launched in May 2018.

We work hand-in-hand with the 10 selected buildings to:

- Reduce operating costs
- Reduce energy use
- Cut down greenhouse gas emissions
- Reduce water use
- Improve waste management

Selected buildings receive:

- Energy and waste assessments

- Solar power feasibility studies for suitable buildings
- WaterFix program by Sydney Water for high water users
- Costed upgrade recommendations
- Implementation support
- Training and networking opportunities
- Recognition and promotion
- Matched funding for upgrades up to a capped amount

The program participants will be one of the first tranche to receive ratings under the new National Australian Built Environment Rating System (NABERS) for apartment buildings (launched June 2018). Council has been advocating for such a performance rating system over many years to help drive improved environmental performance in this sector.

Council will promote successful case studies of participant buildings' results to other buildings, and potentially roll out the program to other precincts in the future. The program follows in the successful footsteps of City of Sydney's award-winning Smart Green Apartments program which has been effective in reducing the city's carbon footprint and saving Owners Corporations thousands of dollars in running costs. We have already received media attention for the program from its launch in May 2017.

### 3. Relevant Council Resolutions

Meeting and Date	Minute No.	Decision
Council Meeting 20 June 2017	CM/7.4/17.06	That Council: 1. Adopts the draft Bondi Junction Green Infrastructure Master Plan 2. Proceeds to the delivery of the waste, energy and water solutions in the implementation plan

### 4. Discussion

The proposed model is to support participating buildings to implement common area energy savings recommendations that are identified in the buildings energy and water assessment reports, by assisting with product quotes, information on available rebates/incentives, as well as matched funding for upgrade solutions (i.e. at least 50% paid by Owners Corporation; up to 50% contribution from Council). This funding assistance helps to address the financial barriers faced by many Owners' Corporations looking to do sustainability retrofits.

The available matched funding would be capped at \$5,000 for buildings under 100-lots and capped at \$10,000 for larger buildings (over 100 lots).

There are three buildings in the Building Futures Program with over 100 lots and seven buildings under 100 lots. The total potential amount of the grant would be \$65,000. The matched funding would be based on matched expenses after any rebates and/or incentives (such as Energy Saving Certificates) to make sure buildings pay at least half of the net expenses out of their own funds.

From audits already undertaken, energy-saving recommendations range in cost from \$80 for energy efficient lighting upgrades to \$40k for solar power systems. As Council's recommended matched funding is either \$5,000 or \$10,000 depending on the size of the building, this represents only a small part of the capital investment required. It is likely that matched funding will contribute to the more expensive upgrades that have significant carbon emissions reductions and energy savings, and which are more difficult for Owners' Corporations to finance, such as efficient carpark ventilation equipment in carparks and solar.

Significant energy savings can be achieved in strata buildings that will not only save money but provide a payback on investment within a short period (as little as a few months). For example, the common areas of large apartment buildings can undertake lighting upgrades and the savings may pay for themselves within 1-2 years. Despite this, a large number of strata buildings and apartments are running inefficiently. This program aims to overcome the barriers to undertaking these upgrade works and provide a model to other similar buildings in Waverley.

The size of the buildings also means that these savings will potentially make a significant contribution to achieving the community targets in the Waverley Council's Environmental Action Plan (2018-2030).

## **5. Financial impact statement/Timeframe/Consultation**

### **Financial impact:**

Building Futures is being delivered via existing capital works and operational funding.

### **Time frame:**

Building Futures Program has launched in May 2018 and buildings need to commit to fully expending their grant within the 2018/19 financial year.

## **6. Conclusion**

Building Futures Program provides Waverley Council with a comprehensive program to deliver relevant energy savings and carbon emission reductions for the top energy users amongst our residential buildings in Bondi Junction.

## **7. Attachments**

Nil.

**REPORT**  
**CM/7.8/18.08****Subject:** Green/Socially Responsible Bonds Investment Options**TRIM No:** A05/0197**Author:** Teena Su, Executive Manager, Financial Waverley**Director:** Ross McLeod, General Manager

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**RECOMMENDATION:**

That Council approves investment in “Green” or “Socially Responsible” bonds issued by Australian licensed banks where opportunity arises.

**1. Executive Summary**

Council has made a commitment to proactively favour socially responsible investments for its investment portfolio.

The analysis of the “Green” or “Socially Responsible” bonds has shown that these bonds are in high demand. Keen attention on the market and quick action is required when these bonds are offered for sale.

The interest rates on these bonds are likely in line with similar senior ranked bonds from the issuing banks.

**2. Introduction/Background**

At the July 2018 council meeting, Council approved a strategy to increase its exposure to smaller, regional banks that do not have the widely diversified business activities of Australia’s largest banks.

In addition, Council signalled its intention to consider investing in “Green” or “Socially Responsible” bonds issued by Australian licensed banks.

**3. Relevant Council Resolutions**

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 18 July 2018	CM/7.4/18.07	2. Prepares a further report detailing and analysing options for investment in ‘green bonds.’

**4. Discussion**

Council’s strategy is to increase its exposure to investments in ethically, socially and environmentally beneficial investment categories.

This report analyses the investment options on these green/socially responsible bonds, in three aspects:

**a. Credit Quality/Risk**

Socially Responsible bonds are issued by the major banks with the bond sale proceeds earmarked for a range of specific socially responsible projects. These bonds are ranked as senior debt obligations of the issuing bank and their security is not subject to the success of the underlying projects/borrowers. Therefore, Council's credit risk profile will benefit as these bonds carry the full credit rating of Australia's highest rated banks at a time that Council's term deposit portfolio leans toward lower rated institutions.

**b. Availability**

Socially responsible bonds are under high demand in the market and the major banks do not issue them frequently. Over the past three years, the following socially responsible bonds were issued by the major banks, all with maturities of five years:

- ANZ 'Green Bond' (issued May 2015; matures June 2020)
- Westpac 'Climate Bonds' (issued June 2016; matures June 2021)
- CBA 'Climate Bonds' (issued March 2017; matures March 2022)
- NAB 'Social Bond (Gender Equality)' (issued March 2017; matures March 2022).

Occasionally, there are sellers of existing bond issues in the secondary market at which time interested buyers must be ready to act quickly, usually within an hour or so, to place a bid.

**c. Pricing**

The pricing of socially responsible bonds has been in line with the issuing banks' other senior ranked bond issues. The high credit quality of the major Australian banks results in lower interest rates paid on their bond issues compared to lower credit quality bank issues.

Socially responsible bonds have generally been issued as fixed rate securities. Fixed rate bonds, while guaranteeing a steady and known income stream, exposes the investor to changes in a bond's value due to movements in market interest rates. If market interest rates increase significantly, a fixed rate bond will incur marked-to-market losses as new fixed rate investments will be issued with higher coupons and therefore be more attractive than the bond held. Conversely, if market interest rates decline sharply, a fixed rate bond will benefit from marked-to-market gains as newer fixed rate investments are issued with lower coupons making the bond being held more attractive than new issues. These gains or losses will only occur if the bonds are transacted during the life of the security. Purchasing a bond when it is first issued and held to maturity, an investor can expect to receive semi-annual interest payments at the known rate of interest, and receipt of its principal upon maturity.

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

The analysis of the "green/socially responsible bonds" investment options is prepared in consultation with Council's independent adviser, Prudential.

**6. Conclusion**

By investing in a range of green/socially responsible bonds from major Australian banks, Council would be proactively benefiting various social and environmental sustainability initiatives while maintaining a high credit quality for that portion of the investment portfolio.

These bonds are in high demand and it can take a while to build a portfolio. Keen attention on the market and quick action is required when these bonds are available in the primary and secondary market offers.

**7. Attachments**

Nil.

**REPORT  
CM/7.9/18.08****Subject:** Waverley Council Floodplain Management Committee**TRIM No:** A17/0168**Author:** Minas Kassiou, Manager, Design**Director:** Emily Scott, Director, Waverley Renewal

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**RECOMMENDATION:**

That Council:

1. Establishes the Waverley Council Floodplain Management Committee.
2. Adopts the Constitution and Terms of Reference for the Committee attached to this report.
3. Appoints Councillor [INSERT NAME] (Chairperson) and Councillor [INSERT NAME] to the Committee.

**1. Executive Summary**

Waverley Council was recently successful in securing a grant from the State Floodplain Management program managed by the Office of Environment and Heritage (OEH) to undertake a flood study of the Waverley LGA. OEH will provide two-thirds (\$225,333) of the cost and Waverley Council one-third (\$112,667) with the total cost being \$338,000. As part of the process a Floodplain Management Committee is to be created for the term of the Flood Study and disbanded after submission to and approval by Council of the final report

The objective of the Floodplain Management Committee is to assist Council in the development and implementation of floodplain management studies and plans. Once formed, the Committee will provide advice to Council and make recommendations on flooding related policies and objectives as well as the implementation of the floodplain management process.

The Committee is both the focus of, and a forum for, the discussion of technical, social, economic and ecological issues and for the distillation of possibly differing viewpoints on these issues. Also it will oversee the implementation of the floodplain management process and ensure the community has opportunity to express their views.

Committee membership includes elected representatives, community representatives, Council staff and State Government representatives. A large amount of stormwater from Waverley Council area (basically south of MacPherson Street) flows into Clovelly, therefore Randwick City Council have been invited to participate as optional members on the Floodplain Management Committee.

Waverley Council needs to appoint two Councillors to the Committee, one of whom will be the Chairperson.

## 2. Introduction/Background

The prime responsibility for planning and management of flood issues in NSW rests with Local Government. Waverley Council has committed to carrying out Flood Studies and preparing Floodplain Management Plans. They are carried out in accordance with the Floodplain Development Manual (NSW Government) and will allow Council to manage flooding in storm events.

The Floodplain Management Committee needs to be established for the Waverley Council Flood study. The benefits of implementing the NSW Government's Floodplain Development Manual are as follows:

- Adopted strategic plans outlining the actions to be undertaken to manage existing, future and continuing flood problems. (e.g. works, development controls etc).
- A basis for the sound management of flooding issues that takes community views and expectations into consideration.
- A basis from which funding assistance can be sought from various State and Commonwealth agencies to enable implementation of works for example upgrade of Sydney Water stormwater systems.

The Manual also provides a standard Constitution and Terms of Reference for the Committee, which are attached.

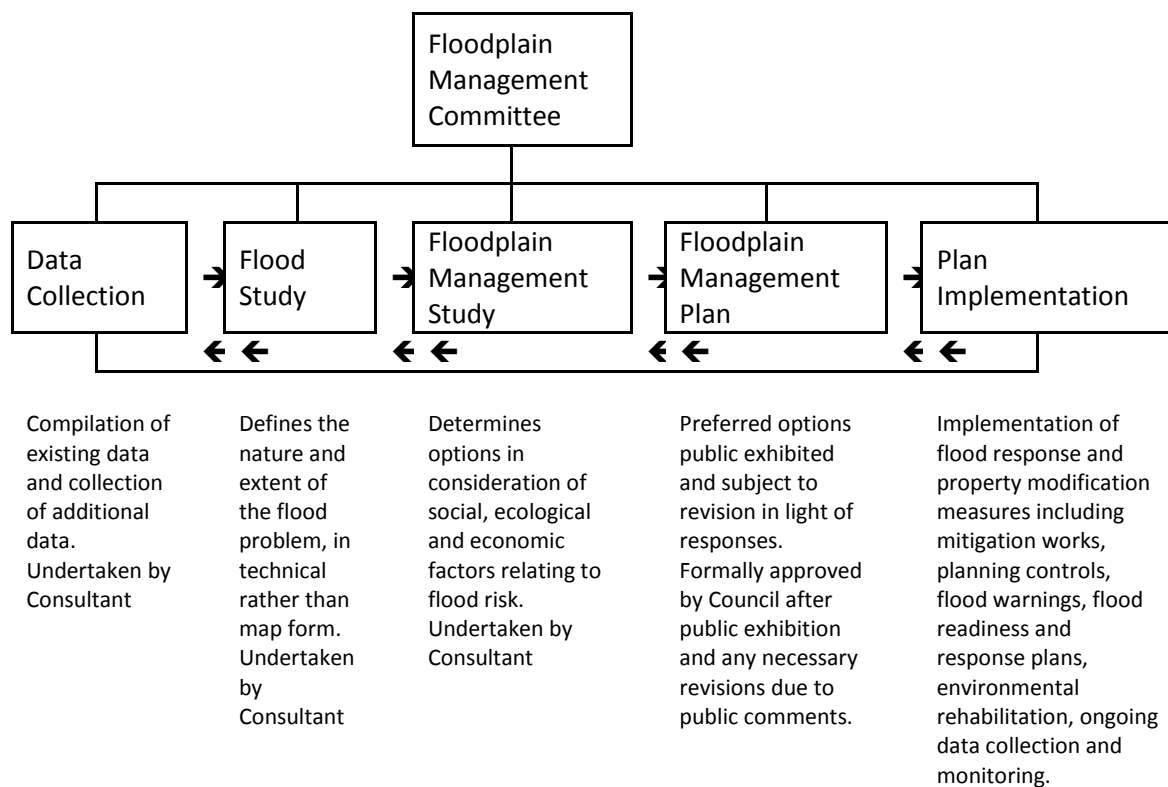
## 3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Operations and Community Services Committee	OC/5.3/17.05	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Receives and notes the report.</li> <li>2. Accepts the Grant in the amount of \$225,333 from the office of Environment and Heritage to undertake a flood study of the Waverley Council LGA and that Council's contribution of \$112,667 be funded from the SAMP Stormwater Reserve.</li> <li>3. Proceeds with the seeking of quotes from consultants from the Local Government Procurement Panel 12083 and authorise the Director of Waverley Renewal to engage a suitably qualified consultant.</li> </ol>

#### 4. Discussion

##### The Floodplain Management Process

The floodplain management process is outlined in the Floodplain Development Manual and is summarised by the following figure.



The key steps in the process are the Flood Study, the Floodplain Management Study and the Floodplain Management Plan. Implementation of the process is overseen by the Floodplain Management Committee.

##### Progress update

In November 2017 an information leaflet and questionnaire was distributed by Waverley Council to all residential properties and businesses within the study area, a total of 35,169 letters were delivered. The questionnaire was also accessible through Council's online community engagement portals.

The information leaflet provided an overview of the flood study, while the questionnaire sought to collect information on the community's historical flood experiences and flooding issues of concern.

A total of 446 completed questionnaires were received. The information collated from the survey has been utilised in preparing the hydraulic model.

#### 5. Financial impact statement/Timeframe/Consultation

Total cost of flood study is estimated to be \$338,000. The grant secured from OEH will provide two-thirds (\$225,333) of the cost and Waverley Council one-third (\$112,667) of the total cost.

**6. Conclusion**

That Council:

- Establishes the Waverley Council Floodplain Management Committee.
- Adopts the Constitution and Terms of Reference for the Committee attached to this report.
- Appoints Councillor [INSERT NAME] (Chairperson) and Councillor [INSERT NAME] to the Committee.

**7. Attachments**

1. Waverley Council Flood Management Committee - Constitution [↓](#)
2. Waverley Council Flood Management Committee - Terms of Reference [↓](#) .



## **CONSTITUTION**

### **WAVERLEY COUNCIL FLOODPLAIN MANAGEMENT COMMITTEE**

#### **1. Name**

This Committee shall be called the Waverley Council Floodplain Management Committee.

#### **2. Term of Office**

Membership shall commence on the day of appointment as a Committee Member.

Membership will be determined in accordance with the Terms of Reference for the Waverley Council Floodplain Management Committee.

#### **3. Office Bearers**

The Committee shall be chaired by an elected representative of Waverley Council.

At the first meeting of the Committee, a Chairperson shall be elected.

#### **4. Duties of Chairperson**

Generally speaking, the Chairperson is responsible for guiding and controlling the meeting, ensuring that the decisions that need to be made occur and that debate is fair and reasonable.

In the absence of the Chairperson, a member of the Committee may be elected to Chair the meeting by the members present.

#### **5. Staff**

Waverley Council Floodplain Management Committee does not have the power to appoint staff.

The General Manager of Council will appoint staff to service the Committee. Unless otherwise determined by Council, appropriate staff must be present at any meeting of the Committee for the meeting to be valid.

Secretarial support for the Committee will be provided by Council staff.

#### **6. Presence at a meeting**

A member of the Committee cannot participate in a meeting of a Committee unless personally present at the meeting.

**7. Minutes**

The Waverley Council Floodplain Management Committee shall cause Minutes to be kept of all its meetings.

**8. Meetings**

Meetings of the Waverley Council Floodplain Management Committee shall be held as required to undertake the business of the Committee.

At least five working days notice in writing shall be given to all members of every meeting of the Waverley Council Floodplain Management Committee. This notice shall include the agenda for the meeting.

**9. Quorum**

The quorum for a meeting of the Committee shall be a simple majority of the members of the Committee who hold office for the time being and are not otherwise disentitled from voting for whatever reason.

**10. Voting and voting entitlements**

Each member of the Committee is entitled to one vote, with no proxies being accepted.

At any meeting of the Waverley Council Floodplain Management Committee, the Chairperson, in addition to their primary vote shall, in the event of equality of votes, have a casting vote.

**11. Decisions**

A decision of an advisory Committee is a recommendation to Council.

**12. Correspondence**

Except as otherwise permitted by the General Manager, the Committee shall not correspond with any outside person or body except through the General Manager.

**13. Alteration of Constitution and Rules**

No alteration shall be made to the Constitution of the Waverley Council Floodplain Management Committee except by the resolution of a majority of delegates present at the meeting of which five (5) working days written notice of the proposed alteration shall have been given to all members.



## **TERMS OF REFERENCE**

### **WAVERLEY COUNCIL FLOODPLAIN MANAGEMENT COMMITTEE**

#### **1. Name**

The Committee shall be known as the Waverley Council Floodplain Management Committee.

#### **2. Objectives**

The objective of the Committee is to oversee the implementation of the State Government's Flood Prone Land Policy in entire area of Waverley Council. That is:

- 2.1 To reduce the impact of flooding and flood damages on individual owners and occupiers of land.
- 2.2 To reduce private and public losses resulting from flooding.
- 2.3 To ensure that flood liable land is recognized as a valuable resource.
- 2.4 To utilize environmentally positive methods wherever possible.

#### **3. Strategies**

The strategies that are to be employed by the Committee to meet the objectives are:

- 3.1 Commission Flood Studies or build on existing studies.
- 3.2 Define Hydraulic and Hazard Categories
- 3.3 Determine Management options via Floodplain Management Studies.
- 3.4 Develop and update a Floodplain Management Plan.
- 3.5 Establish development control options.

#### **4. Principles**

This Committee will operate under the following guiding principles:

- 4.1 The Committee will work in partnership with Council and other community and government organisations while working within the bounds of the above objectives and the roles and responsibilities referred to below.
- 4.2 The Committee and its members will actively liaise with the local community and council and will regularly communicate its activities and decisions to council.
- 4.3 The Committee will form a view on matters before it and shall respond in a timely manner. In those instances where requests for comment are made by Council, the Committee can request the Council to incorporate such views into council reports being prepared on the subject.
- 4.4 The Committee and its members will seek to reach a consensus position on all issues and matters dealt with by the Committee.
- 4.5 The Committee and its members will continuously identify opportunities for the improvement of the operation of the Committee.

## **5. Determinations**

The Committee shall be an advisory body, operating on a consensus basis, which submits recommendations for consideration by Waverley Council and Randwick City Council.

Where formal voting is required, each member of the Committee shall have one vote. In the event of an equality of votes the Chairperson shall have a casting vote.

## **6. Council's Code of Conduct**

Committee members agree to abide by Council's adopted Code of Conduct a copy of which will be provided to all Committee members.

## **7. Values**

Committee members agree to abide by Council's adopted 'TREC' values, which are as follows:

**Together** is mindful of how our decisions/actions could potentially impact others and is consistently consulting/communicating.

**Responsible** is accountable and answerable for our own behavior and acting with integrity and honesty.

**Engaging** is providing quality customer service and building customer relationships.

**Creative** is being innovative and proactive to explore new ideas and opportunities.

## **8. Responsibilities of members**

Committee members are asked to contribute their time and views on matters listed on the agenda of Committee meetings, free of bias. Committee members are required to comply with the Committee adopted Terms of Reference and Constitution and to abide by Council's Code of Conduct and TREC Values.

## **9. Responsibilities of Council**

Council will provide secretariat support, including minute taking and professional officer support as appropriate.

## **10. Delegated authority**

Delegations are functions carried out by the Council that are delegated to employees or other bodies (including community Committees) to carry out on its behalf.

Generally speaking Council's community Committees are advisory and, as such, do not have any delegated authority from Council.

This Committee has not been delegated authority by Council. Any decisions of the Committee must be referred to Council or implemented by a member of staff with an appropriate delegation.

## 11. Membership

The Committee shall consist of the following members:

Representative		Number	Method of appointment
Waverley Council	Councillors	2	Resolution of Council
	Community representatives	4	Criteria specified below
	Council Staff	4	By job position
Randwick Council	Councillors	TBC	Optional
	Council Staff	TBC	Optional
	State Emergency Service (SES)	1	Nominated by SES
	Sydney Water	1	Nominated by Sydney Water
	Office of Environment and Heritage (OEH)	1	Nominated by OEH

Community representatives will be sought through, existing community organisations such as the local Precinct Committee and the local Chamber of Commerce and self-nomination. The criteria taken into consideration for membership of the Committee as a community representative are:

- 11.1 Interest in issues relating to flooding and disaster management
- 11.2 Commitment to the interest of the community in flooding issues.
- 11.3 Interest in conserving, maintaining or protecting the natural environment.
- 11.4 Appreciation of Council's role and capabilities.
- 11.5 Ability to be part of the team and meet the common objective of the Committee.
- 11.6 Ability to represent community views in the floodplain management process and inform the community of the outcomes of the floodplain management process.

## 12. Amendments to terms of reference

These Terms of Reference shall only be amended by a resolution by Waverley Council.

**REPORT**  
**CM/7.10/18.08**

**Subject:** Six Monthly Progress Report against Delivery Program

**TRIM No:** A17/0149

**Author:** Sneha Sabu, Co-ordinator, Corporate Planning and Reporting

**Director:** Ross McLeod, General Manager

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**RECOMMENDATION:**

That Council receives and notes progress to 30 June 2018 with respect to the deliverables detailed in the Delivery Program as per Attachment 1 to this report.

**1. Executive Summary**

This report provides a summary of progress with the activities from Operational Plan 2017–2018 as they reflect progress with the deliverables identified in the Delivery Program. Six monthly progress can be summarised as follows:

Quadrants	Percent of Deliverables Completed	Percent of Deliverables delayed
Sustainable Community	79%	21%
Sustainable Living	73%	27%
Sustainable Environment	74%	26%
Sustainable Governance	68%	32%

**2. Introduction/Background**

Section 404(5) of the Local Government Act 1993 requires that the General Manager ensure regular reports are provided to the Council on progress with respect to the principal activities detailed in its Delivery Program. Progress reports must be provided every six months.

Council's planning is based on our long term community strategic plan, which sets out the community's vision for Waverley. In June 2018, Council adopted its new Community Strategic Plan Waverley Community Strategic Plan 2018-2029. However this progress report is the last report that is linked to the previous iteration of the Community Strategic Plan Waverley Together 3. In accordance with the legislation, sitting under the Community Strategic Plan is a four year Delivery Program and a one year Operational Plan (see diagram below).



The Delivery Program is Council's commitment, during its four year term of office, on what it is going to deliver to the community to assist them to achieve the directions set out in the Community Strategic Plan. The one year Operational Plan, which is a sub-plan of the Delivery Program sets out the activities (services and projects) being undertaken by Waverley Council in the financial year.

The approach to using the Operational Plan actions for reporting on the Delivery Program is in line with the Integrated Planning and Reporting Manual for Local Government in NSW (March 2013), which states (at page 119) that the 'the Operational Plan is a sub set of the Delivery Program – not a separate entity so the Delivery Program and the Operational Plan need to be wholly complementary'.

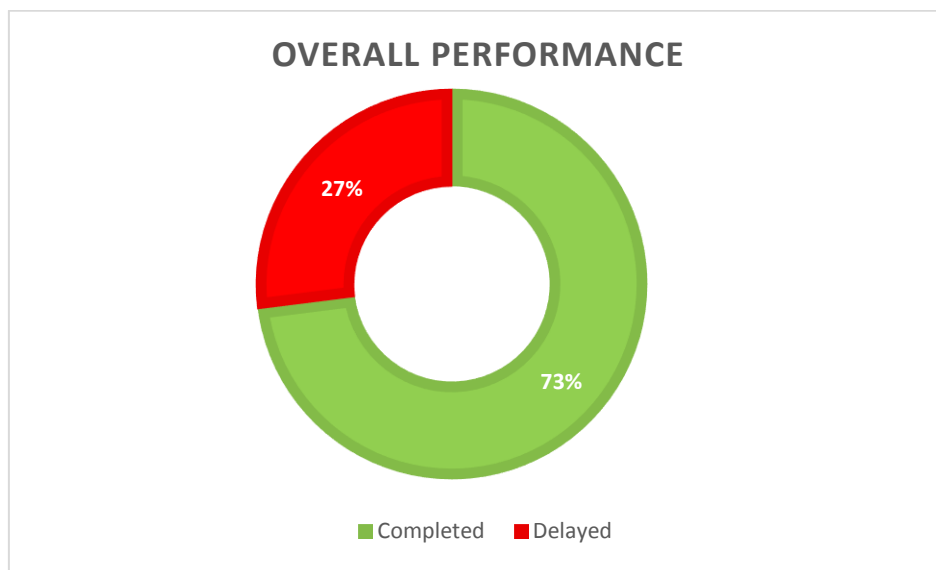
### 3. Relevant Council Resolutions

Nil.

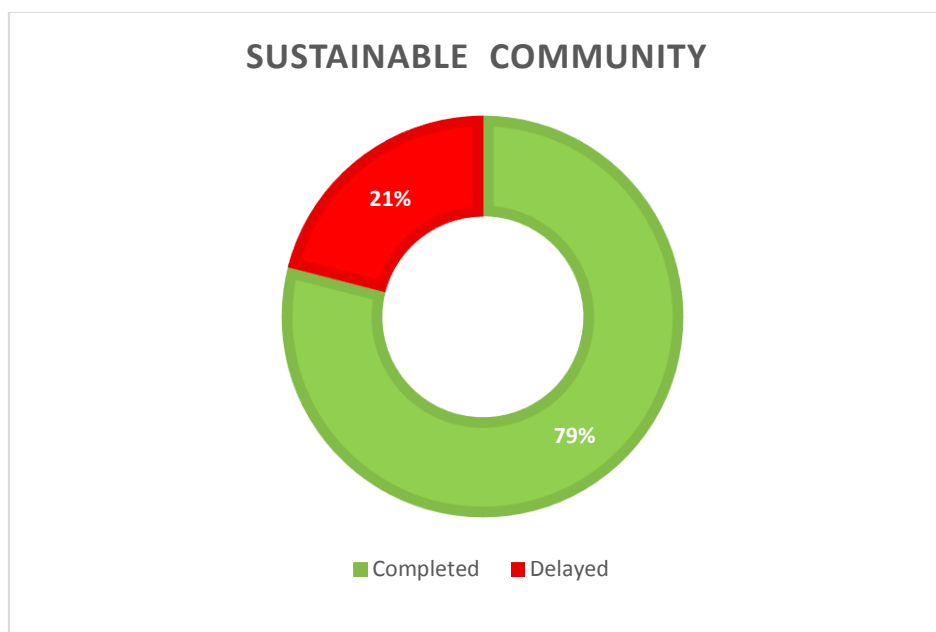
### 4. Discussion

The last iteration of Waverley's community strategic plan, Waverley Together 3, reflects the Waverley community's long-term priorities and aspirations for the future. This report is based on Waverley Together 3 and is the last report linked to this plan. Delivery Program sets out a four-year plan to respond to and meet the community's long-term vision as stated in the 12-year Community Strategic Plan. The annual Operational Plan is a sub-plan of the Delivery Program and sets out the activities to be undertaken in each year of the Delivery Program. The Delivery Program 2013-17 was rolled over to 2017-18 to align with the Council term which extended to five years with the delayed local government elections.

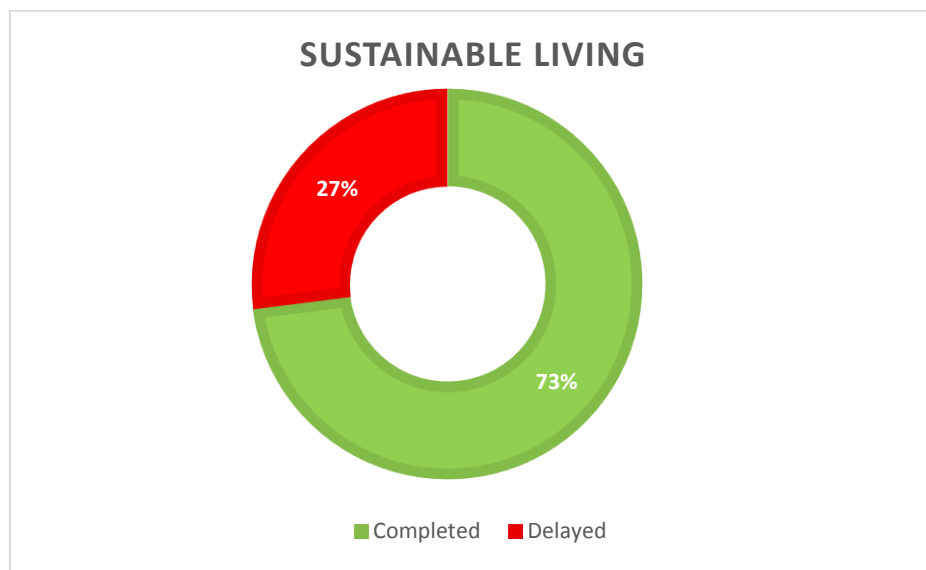
To meet legislative requirements, Waverley Council reports bi-annually against actions in its annual Operational Plan as a measure of progress towards achieving the four-year delivery program, and ultimately the community's Vision. Below is a progress summary of Council's overall performance as on 30 June 2018 in progressing towards the targets in the Operational Plan 2017-18.

**Overall Performance**

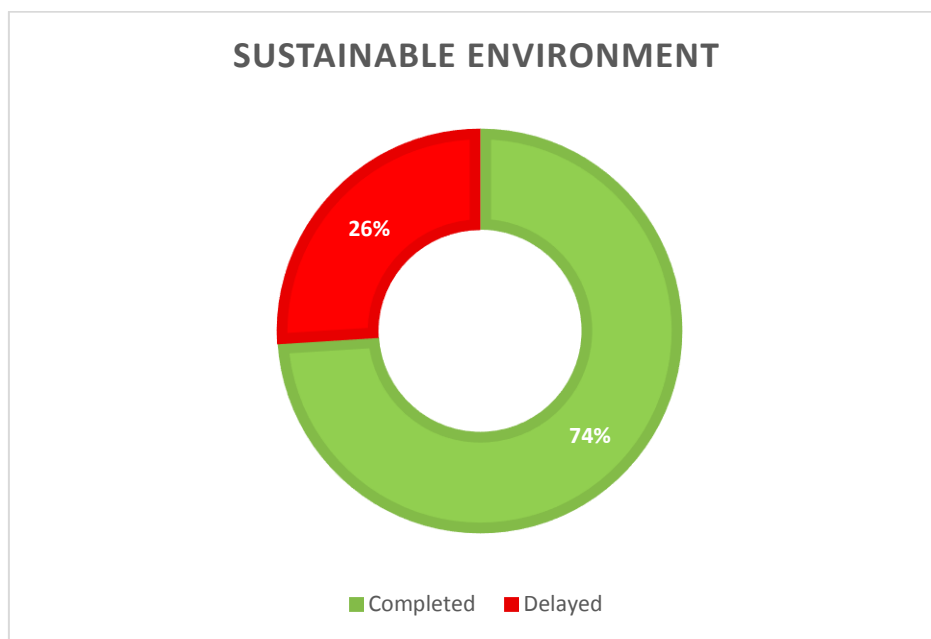
73 per cent of the overall activities in the Operational Plan were completed while 27 per cent were delayed

**Sustainable Community**

79 per cent of the overall activities in the sustainable community quadrant were completed while 21 per cent were delayed.

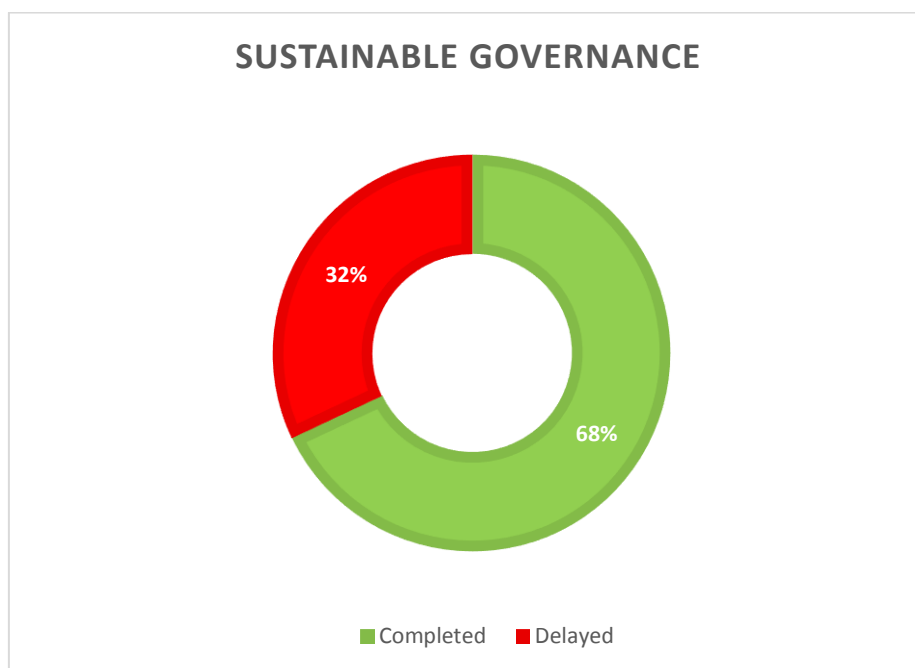
**Sustainable Living**

73 per cent of the overall activities in the sustainable living quadrant were completed while 27 per cent were delayed.

**Sustainable Environment**

74 per cent of the overall activities in the sustainable environment quadrant were completed and 26 per cent were delayed.

## Sustainable Governance



68 per cent of the overall activities in the sustainable governance quadrant were completed and 32 per cent were delayed

### 5. Financial impact statement/Timeframe/Consultation

The actions in the Operational Plan 2017-18 were included in the budget adopted when the Operational Plan was adopted by Council in June 2017. Funding to implement the Delivery Program over its term is based on the Long Term Financial Plan that supports the Delivery Program. The Progress Report on Delivery Program is based on information provided by Directors and Executive Managers across Council. The Progress Report on Delivery Program reflects the progressed status as on 30 June 2018.

### 6. Conclusion

The Progress Report on the Delivery Program provides progress against the deliverables detailed in the Operational Plan 2017-18.

### 7. Attachments

1. Six Monthly Progress Report 30 June 2018 [↓](#) .



## SIX MONTHLY PROGRESS REPORT

Waverley Council » June 2018

## 2 OUR PERFORMANCE SNAPSHOT

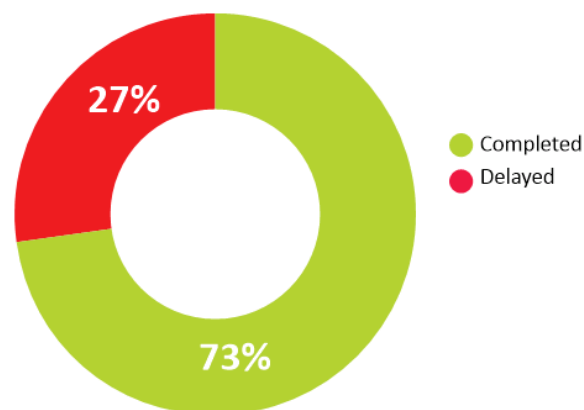
### Measuring our Progress against Delivery Program

Waverley's Community Strategic Plan, Waverley Together 3 (WT3), was built around four quadrants. The Delivery Program and Operational Plan were also based on these quadrants. Sitting beneath these were the strategies Council will implement to move in the direction set out in WT3, and Council's reporting tracks our progress in delivering these. Below is a summary overview of our overall progress, as well as progress in each of the quadrants.

#### Overall Performance

Waverley Council's overall performance for 2017–18 in meeting targets set out in the Operational Plan 2017–18.

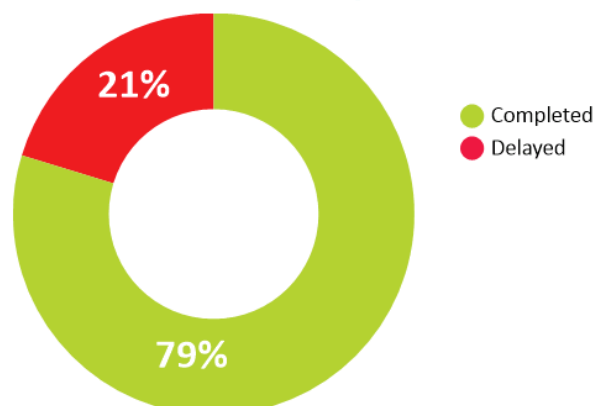
73 per cent of the overall actions were completed and 27 per cent were delayed.



#### Waverley Council's Performance for 2017-18 by Quadrant

##### SUSTAINABLE COMMUNITY

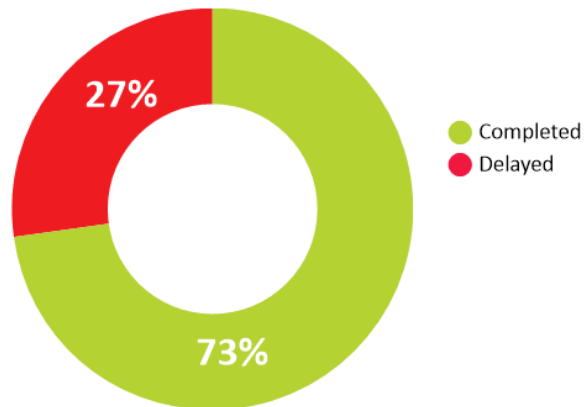
79 per cent of the overall actions in the Sustainable Community quadrant were completed while 21 per cent were delayed.



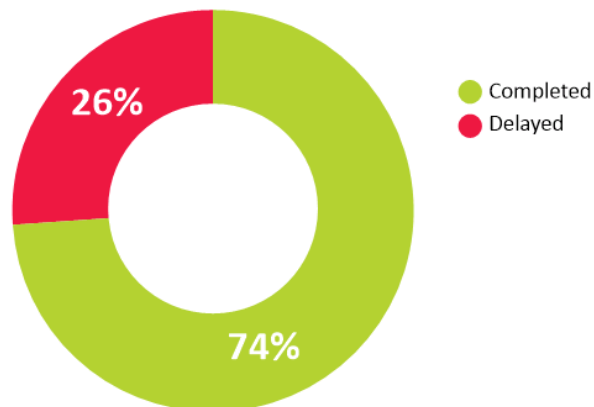
*Reasons for delayed actions are provided in the comments column in the detailed report.*

**SUSTAINABLE LIVING**

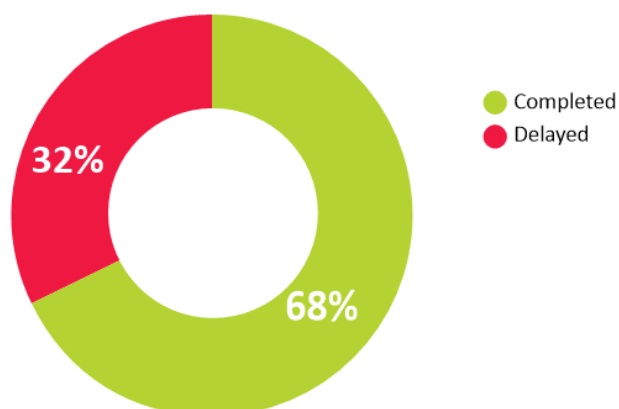
73 per cent of the overall actions in the Sustainable Living quadrant were completed while 27 per cent were delayed.

**SUSTAINABLE ENVIRONMENT**

74 per cent of the overall actions in the Sustainable Environment quadrant were completed and 26 per cent were delayed.

**SUSTAINABLE GOVERNANCE**

68 per cent of the overall actions in the Sustainable Governance quadrant were completed and 32 per cent were delayed.





# SUSTAINABLE COMMUNITY

*Our Sustainable Community directions, strategies and deliverables contribute to the development of our community capacity, including our cultural vitality and indigenous and post colonial heritage, our sense of community and connection, as well as a safe, healthy and harmonious living environment.*

*This section represents the 'social' component of the quadruple bottom line.*

**Direction: C1****Waverley's cultural heritage and diversity is recognised, protected and respected**

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**Strategy: C1a**

Support programs that celebrate and strengthen our multiculturalism and indigenous culture and cultivate a sense of community appreciation of our cultural heritage and diversity

Deliverable	Key activity	Outcome	Status	Comments
Social, cultural and economic benefits of a vibrant and cohesive community are realised	Promote, understand and support diversity through events and development of Reconciliation Action Plan(RAP)	RAP endorsed by Reconciliation Australia	●	The Reconciliation Action Plan is currently being drafted with input from Council staff and the RAP working group. The community, Reconciliation Australia, local Aboriginal community and the La Perouse Local Aboriginal Land Council will be consulted once the draft is completed
		Four partnership projects initiated or supported	●	Youth Week partnerships events were successfully completed in April (Bondi Blitz with WAYS, Let's Go Surfing, Walangari Aboriginal Walking Tour and Boomerang Painting and Tender Young Creatures Performance). The Eastern Region Local Government Aboriginal and Torres Strait Islander Forum held the Pauline McLeod Awards during National Reconciliation Week. During Reconciliation Week, Council screened 'Servant or Slave', a film about the history and legacy of the domestic servitude enforced upon Aboriginal girls in Australia, told through the stories of five women. At Global Table, the Council stall provided information about local services supporting people from a culturally diverse background
		Provide opportunities for economic and skills development for young people, people with disability, people from diverse backgrounds and Aboriginal and Torres Strait Islander people	●	In February and March, five Aboriginal school based trainees were offered traineeship in the areas of Parks, Administration, Customer Service and Early Education. Work experience opportunities were provided for two high school students, two Diploma in Community Services students, and a Business Administration student (two of these students were from culturally diverse backgrounds with English as their second language). A former NAVITAS work experience student was also offered casual employment at Council.





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**Direction: C2**

**The community is welcoming and inclusive and people feel they are connected and belong**



**Strategy: C2a**

Provide a broad range of relevant, affordable and accessible facilities, spaces, programs and activities that promote harmony, respect and togetherness

Deliverable	Key activity	Outcome	Status	Comments
Well managed, maintained and utilised building assets that support recreational, community business and activities	Manage Council's property portfolio to optimise usage and rental returns	100% Occupancy of all leasable space across property		100% of Council's leasable space is currently occupied and community tenancies are occupied under the Community Tenancy Policy which will be reviewed in 2018-19
		Increase in revenue from annual rentals		Overall rental revenue is likely to be down this financial year due to the six month rent free period offered to Spotlight as an incentive at the start of the new lease agreement. Rental revenue for all other properties is tracking higher than last year

**Strategy: C2b**


Encourage and foster community pride through community groups and volunteering initiatives such as the 'Civic Pride' program

Deliverable	Key activity	Outcome	Status	Comments
An active, engaged and supportive community through the implementation of the Local Connections Program	Promote, facilitate and recognise community participation through neighbourhood projects and volunteering	Two new neighbourhood projects implemented		The Steven Street Reserve art project was launched on the 12 May through a partnership with Council and Bennett Street Childcare Centre. Waverley Park Shared Garden was reactivated involving new community members and maintenance was completed to improve the garden
		Smart technology integrated to modernise volunteer management systems		Volunteer Management Software was purchased (Community Event Registration and Volunteer Information System - CERVIS)

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**Strategy: C2c**

Provide a socially inclusive, vital and welcoming library service that supports the educational, social and recreational needs of the community


Deliverable	Key activity	Outcome	Status	Comments
An engaged, connected and future focused community through the implementation of the My Amazing Library Strategy	Provide a creative library service which supports lifelong learning, strong community connections, relevant collections and enabling technologies	80% of committed actions achieved		80% of committed actions in My Amazing Library Strategy was implemented. This was the final year of the My Amazing Library Strategy and a new strategy is currently under development. The Library organised a range of activities across all age groups. The Library purchased a new Cloud managed Library Management System which enables faster access for patrons to library resources

**Direction: C3**

**Housing options are available to enable long term residents and those with a connection to the community to remain in Waverley**


**Strategy: C3a**

Promote a mix of housing types in new developments, including housing that is affordable and accessible

Deliverable	Key activity	Outcome	Status	Comments
Accommodate increasing housing diversity in innovative and sustainable ways	Prepare Local Housing Strategy actions in line with Greater Sydney Commission timeframes	Local Housing Strategy prepared		This project is ongoing and is awaiting further direction from Greater Sydney Commission or Department of Planning and Environment on the requirements for the strategy

**Strategy: C3c**

Investigate and pursue housing initiatives through joint venture and other forms of partnership opportunities

Deliverable	Key activity	Outcome	Status	Comments
Deliver housing efficiently and effectively through Council's affordable and social housing programs, and facilitate holistic responses to homelessness	Investigate and implement initiatives to increase the availability of affordable and social housing, and homelessness service support	Detailed proposal for one new initiative completed by June 2018		The preparation of a project proposal has commenced with the report preparation nearing completion. The annual Homeless Street Count was held. Specialist outreach services to visit rough sleepers fortnightly was established in partnership with NSWFACs. All meetings to coordinate responses to homelessness are on track


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**Direction: C4**

**Community support services continue to be targeted to and accessible by those who need them most, including children and young people, older people and people with a disability**


**Strategy: C4a**

Continue to resource and diversify the funding sources of family support services, affordable childcare and programs for young people, older people and people with a disability

Deliverable	Key activity	Outcome	Status	Comments
Develop business models of excellence for service provision in aged care, disability and children's services.	Implement changes to aged and disability service models in line with the new framework	Council's services meet performance requirements		Waverley Community Living Program client base and accommodation places were retained. The integration of a new database with Council's Finance system is scheduled for completion to align with the latest NDIS price guide update. The annual participant survey was completed in March with a high satisfaction rating across activity areas. A marketing plan was prepared and is ready for implementation in 2018-19. (The annual Waverley Seniors and Community Centre survey was completed with a 96% satisfaction rating. Stage one of the program review for the Centre was completed and new activities were added to the program)

**Strategy: C4b**

Build capacity of and provide support to community organisations to improve their ability to plan, deliver and evaluate services to the community.

Deliverable	Key activity	Outcome	Status	Comments
Financial and other support to the community to improve capacity and to support partnerships that enhance Council's vision in relation to children, young people, older people, those with a disability and marginalised groups	Review Council's community grants programs to ensure optimal community benefit and best practice	Recommendations finalised		Two Small Grants rounds were completed for the year with \$98,358 distributed to 37 individuals and organisations to support a diverse array of small initiatives that will provide local community benefit. Grants review is underway. The recommendations report will be completed in 2018-19

**Strategy: C4c**

Collect and analyse data and interpret emerging social trends, contemporary research and government initiatives to inform the services provided by Council and its partner agencies

Deliverable	Key activity	Outcome	Status	Comments
A connected, engaged and informed community that empowers its members	Provide information, practical support and opportunities for community involvement through implementation of Disability Inclusion Action Plan and other initiatives	Improved access and increased community engagement	●	The Disability Inclusion Action Plan annual report was prepared, detailing actions taken by Council in 2017-18. The report will be lodged with the Disability Council NSW. Key actions included: WCLP support and accommodation places maintained under NDIS framework, Completion of stage 1 works for Access Bondi, Review of Council's EEO policy to include actions for inclusive practice and adoption of the People, Movement and Places strategy to prioritise pedestrian activity. Support and funding was extended for a number of access and inclusion initiatives including research into the needs of homeless people, water awareness and learn to swim program, Sculptures by the Sea inclusion program and an inclusive play group activity

**Direction: C5****People feel safe in all parts of Waverley****Strategy: C5a**

Maintain safety in public areas such as streets, malls, parks and beaches; prioritise specific areas for safety and crime prevention programs; manage alcohol related issues and support vulnerable groups

Deliverable	Key activity	Outcome	Status	Comments
Residents and visitors feel safe and contribute positively to the community through safety initiatives and the reinforcement of positive social norms	Implement a program of activities to promote public safety and amenities	Improved public safety and amenities	●	Regular meetings were held with NSW Police. Initiatives were in place to coordinate enforcement of alcohol free and prohibited areas. Increased ranger presence at beaches and parks were scheduled on key public holidays including Christmas Day, New Years Eve and Australia Day. Late night trader operations were conducted with Police to assist with reducing noise complaints and anti social behaviour. Periodic patrolling of the LGA was conducted. Companion animals registration, education and enforcement was conducted and compliance requirements were met on time. Complaints were responded to within set timeframes
Ensure beach and coastline safety and a harmonious experience for all visitors and residents	Undertake periodic review of beach safety activities	Periodic review completed	●	Daily risk assessments were completed at all beaches. The 2016-17 Annual Risk Review was completed and recommendations were implemented in 2017-18. The Annual Risk Review 2017-18 is currently underway
A Waverley community that is committed to reducing road crashes through reduction of vehicle ownership and driver education programs	Undertake initiatives to improve road safety in the LGA	Reduction in incidents	●	All school zones were patrolled by Parking Officers on a regular basis to promote safe behaviour. Council partnered with local schools to provide educational material regarding road safety. Regular updates on problematic areas are received by NSW Police.

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**Strategy: C5d**

Assist in the maintenance of public health in Waverley

Deliverable	Key activity	Outcome	Status	Comments
A Waverley that is committed to improving public health via a holistic program by working with the community and businesses	Implement initiatives to promote public health in the LGA	Improved public health	●	Inspections of food premises are undertaken on an ongoing basis and there has been an increase in enforcement activity in 2017-18. A Health Plan was prepared with significant consultation with key stakeholders. Hoarding and squalor issues are monitored and managed on an ongoing basis. Patrols of smoke free areas in Hall Street, Oxford Street Mall and Spring Street was conducted on a regular basis



**Direction: C6****11****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

Deliverable	Key activity	Outcome	Status	Comments
Programs, events and activities that meet community needs and interests	Deliver a program of Council run and sponsored events such as Sculptures by the sea, Festival of the Winds, The Global Table and City2Surf	Increased attendance for events (where applicable)	●	High Impact events particularly at the beach continue to be very popular. There was an increased attendance in 2017 for City 2 Surf and Festival of the Winds. There was 100% increase in attendance for the Latin American Festival and numbers increased from the previous year for Sculptures by the Sea
		Events organised on time and budget	●	All events run during this year were subject to established timelines and compliance with the Procurement and Events Management Guidelines. All events were undertaken within budget
Provide programs that promotes cultural creative identity through supporting the arts, literature and design	Implement an annual program of cultural, learning engagement and visual art activities	Increased community engagement and external recognition	●	The Library's annual program of events and Council's exhibitions program continued to attract high numbers of attendance. During this year there was a significant increase in the popularity and attendance in programs run at the Bondi Pavilion. This was particularly evident in utilisation of the Theatre. Ongoing feedback from the local community assisted with the development of specific programs
	Prepare a Cultural Development Plan supporting the arts, literature and design	Plan prepared by Q4	●	Development of the Cultural Plan will be informed by the Waverley Community Strategic Plan 2018-2029, which was adopted in June 2018. The development of the Cultural Plan has commenced and is due for completion in 2018-19
Funding sought from other levels of government to develop and provide arts, entertainment and cultural events in Waverley	Explore a range of funding options for events such as NIB Literary award	Increase in funds received from sponsorships and grants	●	A major sponsorship for the NIB Literary Award was received from Mark and Evette Moran. A number of grants were received including a grant from the Library of NSW and a grant from Aboriginal Affairs NSW in support of NAIDOC Week activities
Well managed community and commercial activities in public open spaces that meet community needs and interests	Manage public spaces to achieve a balanced program that meets community and commercial needs	100% utilisation of available licenses	●	Requests for permits for the use of public spaces continued to be high particularly for sites at Bondi Beach. During this year Council also took over management of the Oxford Street markets and will maintain this until the end of 2018 while a tender process is underway for a new market operator
Up to date Plans of Management (PoMs) and strategies for parks reserves and other green spaces	Undertake mapping of Open Space and develop open space register	Register and mapping completed	●	Open space register is drafted and reviewed. This document will be reviewed further once the Open Space and Recreation Strategy is prepared. Mapping of existing open spaces, recreation facilities (public and private) and walking routes is completed

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**Direction: C7****Health and quality of life are improved through a range of recreation and leisure opportunities****Strategy: C7a**

Retain, protect and improve the quality, flexibility and useability of parks, reserves and other green spaces to meet recreational needs, whilst considering and ameliorating any negative environmental impacts

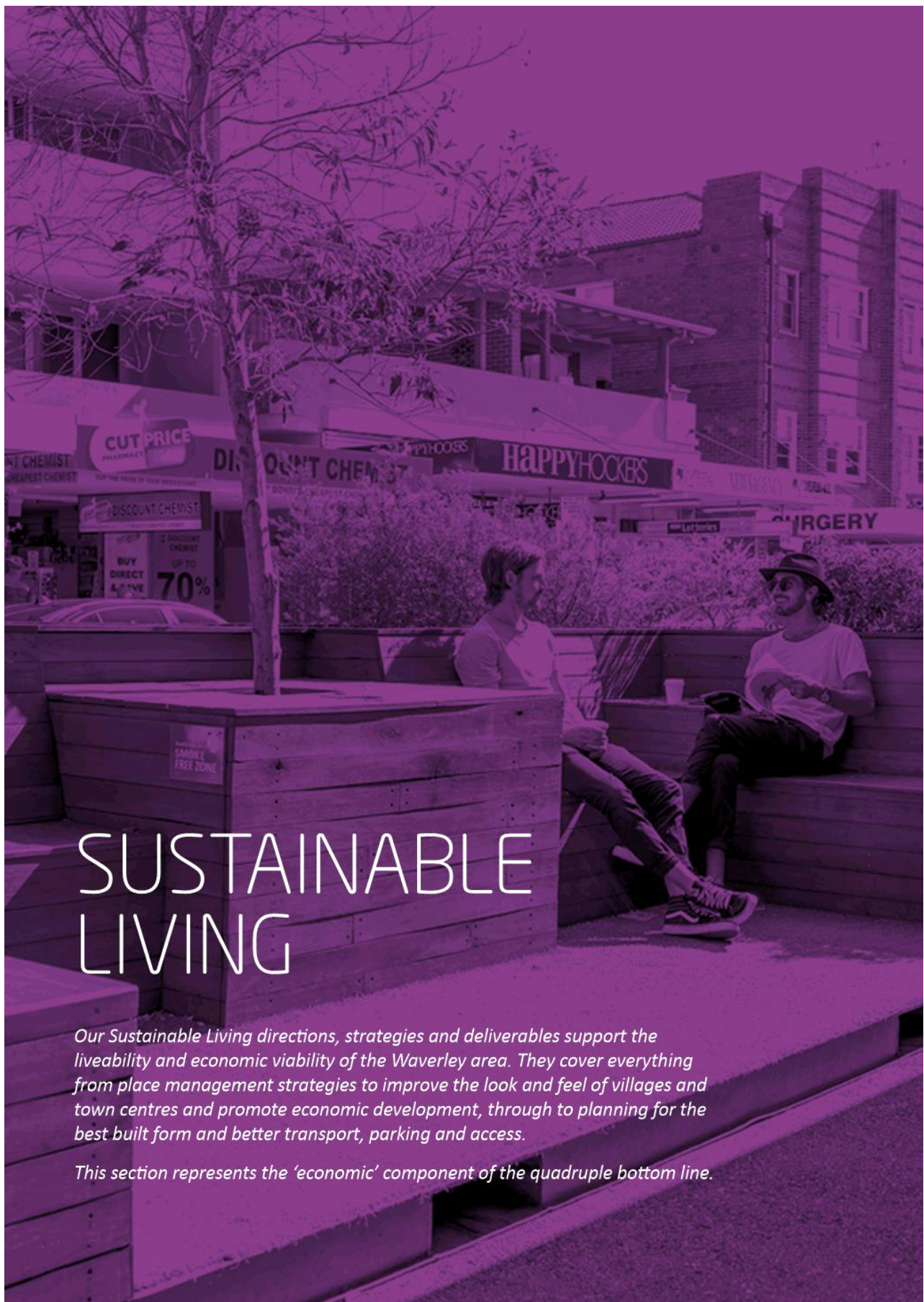
Deliverable	Key activity	Outcome	Status	Comments
An active Waverley through the implementation of the Safe Waverley Strategy and Recreation Needs Study	Provide and promote sports and recreational spaces	Increase in number of users per annum		Recreation Needs Study is prepared as part of the new Open Space Strategy. This will be presented to Council for adoption in 2018-19. An upgrade of the Rodney Reserve playing surface was completed in 2017-18 which will result in increased capacity
Provide high quality public spaces that meet community needs and values	Implement scheduled Strategic Asset Management Plan (SAMP) Capital works program for parks and open spaces	Annual program delivered on time and within budget		The SAMP program for open space projects were completed on time and within budget
	Public space assets serviced according to schedule with regular inspection and audit to ensure works are completed to specification	80% percentage completed		This activity has exceeded the 80% criteria with an average achievement of 90%
	Conduct an annual external compliance audit and scheduled inspections of playground and recreation equipment	Annual Audit completed and Report on playground and recreation equipment on operational standards prepared		All Internal and external audits were completed and all actionable items were resolved

**Strategy: C7c**

Provide and support a broad range of facilities and activities to improve the physical and mental health of the community members

Deliverable	Key activity	Outcome	Status	Comments
Implementation of priority projects to deliver facilities and infrastructure upgrades in parks and reserves	Undertake priority Park and Playground Upgrades	Works completed on time and within budget		Park and playground upgrades undertaken this year include Stephen Street Playground and Park, Tamarama Park lower park upgrade, Tamarama Park and Gully signage, Bondi Park south picnic shelters. Bondi Skate Park refurbishment, Niblick Street Upgrade and St James Reserve upgrade





# SUSTAINABLE LIVING

*Our Sustainable Living directions, strategies and deliverables support the liveability and economic viability of the Waverley area. They cover everything from place management strategies to improve the look and feel of villages and town centres and promote economic development, through to planning for the best built form and better transport, parking and access.*

*This section represents the 'economic' component of the quadruple bottom line.*

**Direction: L1**

**Waverley's economy is vibrant and robust and supports the creation of a variety of jobs and business opportunities**

**Strategy: L1a**

Reinforce Bondi Junction's role as a regional centre with a mix of residential, retail, hospitality, business, commercial, professional services and entertainment activities

Deliverable	Key activity	Outcome	Status	Comments
Bondi Junction Complete Streets Study adopted and recommendations implemented	Implement scheduled works in Complete Streets Program including Spring Street Upgrade	Works completed on time and within budget	●	Scheduled works on Oxford Street between Newland Street and Denison Street were completed. Scheduled tasks for the Bondi Junction cycleway were completed on time and budget. The Bondi Junction Cycleway design was approved by Council and the various stakeholders. Detailed designs were completed and tenders were called for construction. A report on the construction tenders will be considered by Council at its meeting in September 2018

**Strategy: L1b**

Encourage and support a diverse mix of shops and services in Waverley's commercial areas including villages and neighbourhood centres to meet the needs of both residents and visitors

Deliverable	Key activity	Outcome	Status	Comments
Initiatives and programs implemented to increase visitation and economic activities	Prepare and implement Destination Management Plan	60% of recommendations actioned by Q4	●	This project was delayed due to ongoing reviews and a draft Strategy will be presented to the August Strategic Planning and Development Committee for approval to place the document on public exhibition



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**Direction: L3****Waverley's public places and spaces look and feel good****Strategy: L3a**

Ensure that public places are clean and well-maintained

Deliverable	Key activity	Outcome	Status	Comments
Provide an efficient and innovative public place cleansing	Review cleaning schedules for all public places against industry best practice	Review complete by June 2018	●	The review of cleaning schedules were completed in June 2018 and action plans are underway for schedule compliance in 2018-19
	Undertake Beach cleaning program according to schedule.	Cleaning program completed according to schedule	●	All cleaning schedules were completed as planned and 320m3 of waste was removed from Waverley Beaches

**Direction: L4****The unique physical qualities and strong sense of identity of Waverley's villages is respected and celebrated****Strategy: L4a**





Use planning and heritage policies and controls to protect and improve the unique built environment

Deliverable	Key activity	Outcome	Status	Comments
Develop business plan and conservation management plan for Waverley Cemetery	Develop a new Conservation Management plan, new Plan of Management and determine business model for Waverley Cemetery	Draft plans completed and models selected by December 2017	●	Council endorsed the Plan of Management and Land Use Master Plan in June 2018





**Direction: L5****Buildings are well-designed, safe and accessible and the new is balanced with the old****Strategy: L5a**

Ensure planning 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	Key activity	Outcome	Status	Comments
Strategic Land Use Policies and plans reviewed regularly	Undertake initiatives to support implementation of Greater Sydney Commission(GSC) district plan	Increase in contributions to GSC district plans		Four GSC technical working groups were attended and submissions were made to the GSC on the Eastern District Plan. Reviews of Section 94A plan, DCP and VPA policy were completed
Provide high quality and timely assessment of applications	Assess and determine development applications in line with Councils planning controls and policies	80% of DA's that meet Council's development controls are determined within 40 days		80% of DA's that meet Council's development controls are determined within 40 days
Ensure new developments and building upgrades achieve a high quality design outcome	Engage the Design Excellence Panel (DEP) and Waverley Development Assessment Panel (WDAP) to help achieve improved building design	Improved building design through increased referral to WDAP and DEP		All relevant applications were referred to panels. Feedback received from Design Excellence Panel resulted in changes to development proposals(where required) that resulted in improved design
Building regulation, inspection and compliance undertaken	Undertake building compliance and fire safety inspections	Reduced levels of non-compliance and increased fire safety		The building regulatory officers undertook inspections related to building compliance and fire safety as required and there were reduced levels of non-compliance and increased fire safety in comparison to 2016-17

**Strategy: L5b**


Protect and maintain heritage significant buildings while ensuring they are fit for use

Deliverable	Key activity	Outcome	Status	Comments
An ongoing public education campaign on heritage and good design including Annual Heritage and Urban Design Awards.	Organise events that promote design and heritage	Three events organised		Three interim heritage order assessments were undertaken in Lugar Street and Macpherson Street, Bronte. Planning for Heritage and Design awards for 2018 is underway
Effective management of Bondi Pavilion that reflects its unique identity, ensures its fair use and that it meets resident and visitor needs	Deliver an annual program of cultural activities and festivals and promote fair use of the facility	Increased utilisation of Bondi Pavilion Theatre, increased attendance at cultural events and compliance with fair use protocols		Attendance at all cultural events in the Bondi Pavilion increased during this period. The Bondi Latin American Festival featured a more than 300% increase in attendance. The utilisation of the theatre is up considerably and is attributable to a mix of Council developed programming and an increase in external hires. The draft Bondi Pavilion Fair Use Policy and Guidelines is prepared and efforts are in place to ensure equitable access for community and cultural activities as per the draft protocol. The policy will be presented to Council in 2018-19 for adoption

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**Strategy: L5d**

Develop a vision for Bondi Junction which creates vibrant and accessible public places through high quality urban design and place making principles


Deliverable	Key activity	Outcome	Status	Comments
Position Bondi Junction as the Heart Beat of the East	Undertake Civic Heart project feasibility study	Complete Phase 3 of the 9 Phase study		The Civic Heart Project is no longer being pursued by Council. The Boot Factory Knowledge and Innovation Hub project is being undertaken by Council

**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	Key activity	Outcome	Status	Comments
Provide Sustainable transport options (walking, cycling, public transport, shared mobility), improve streetscapes for the whole community and promote active, healthy living	Plan, scope and budget signature projects and actions in Waverley's People, Movement and Places Study	Implementation plan completed by Q4		The Waverley People, Movement and Places Strategy was adopted by Council in December 2017 and signature projects are identified for implementation. Implementation is in progress and new staff resources are allocated to support the implementation of these projects

**Direction: L7**

**People frequently walk and ride their bikes, particularly for local trips**

**Strategy: L7a**

Create safe and accessible pedestrian and cycle links into, out of and within Waverley


Deliverable	Key activity	Outcome	Status	Comments
Footpath amenity and accessibility improved	Develop detailed designs for access improvements to footpaths (as required)	Investigation completed in accordance with Disability Discrimination Act(DDA)		Footpath investigations and designs were completed to improve access that comply with the DDA and improvements were implemented

**Direction: L8**

**Improved quality, integration and increased frequency of public transport in Waverley**

**Strategy: L8a**

Improve and augment public transport along main routes

Deliverable	Key activity	Outcome	Status	Comments
Improved movement for all transport modes, cars, buses, bikes and pedestrians	Undertake Technical investigations of traffic and pedestrian safety issues and prepare reports to the Traffic Committee	Investigations completed and reports prepared		Reports to improve traffic and pedestrian safety were endorsed by the Traffic Committee and recommendations were implemented





# SUSTAINABLE ENVIRONMENT

*Our Sustainable Environment directions, strategies and deliverables improve environmental sustainability. For example, strategies which seek to promote recycling and reuse in the community, maintain and enhance wildlife corridors, and encourage water and energy saving by the community.*

*This section represents the 'environment' component of the quadruple bottom line.*

**Direction: E1****Waverley's community contributes to the reduction of greenhouse gas emissions****Strategy: E1b**







Investigate and implement low carbon technologies

Deliverable	Key activity	Outcome	Status	Comments
To undertake meaningful projects to achieve significant reductions in greenhouse gas emissions, potable water and waste to landfill across 3 Council areas	Provide worm farms and compost bins to residents and community groups through the Compost Revolution project	700 units delivered to residents	●	In 2017/18, 1149 compost bins and worm farms were delivered to residents. 833 tonnes of food waste was kept out of the waste stream. Six face to face composting and worm farming workshops were held. Compost Revolution program will continue in 2018-19
	Investigate feasibility of a Commercial Organic Service for Council's trade waste operations	Feasibility study completed	●	The feasibility study is completed. The results were communicated to internal stakeholders through a series of workshops. Implementation of study recommendations are underway
	Work in partnership with schools to install solar PV systems	Work with 10 schools to investigate solar potential and support installation of solar panels at 5 schools	●	PV solar systems were installed at Bronte Public School, Moriah College, Waverley College and at a local Family Day Care Centre. The program is working with 11 of our local schools
	Plan, design and implement an Electric Vehicle (EV) charging station network	EV Charge Stations installed at suitable locations in the LGA	●	Traffic Committee approval for sites were approved. Design and specifications for purchase requisition is completed
	Plan and trial a project to improve sustainability in apartments	Sustainable Apartments Project trial completed	●	Building Futures project was launched in May 2018 with 10 buildings currently being assessed
	Undertake engagement activities relating to energy, water and waste using Barrett House	Increased community engagement	●	Barrett House is currently used by a range of community groups. Six sustainability workshops and more than 45 meetings were held at the Barrett House in the fourth quarter

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**Direction: E2****Waverley and its community is well prepared for the impacts of climate change****Strategy: E2b**

Ensure Council and the community are well prepared for inevitable climate change impacts

Deliverable	Key activity	Outcome	Status	Comments
Develop and implement solutions to reduce the community's and Council's GHG emissions, water consumption, waste to landfill and improve stormwater quality	Maintain optimal operation of storm/ground water harvesting and reuse infrastructure	100% of storm/ground water harvesting and reuse systems proactively maintained for optimal operation		Bronte, Tamarama and Bondi stormwater harvesting schemes are operational. Waverley Park water harvesting expansion construction has commenced and will be completed in 2018-19
	Implement initiatives to improve energy efficiency of public place lighting	Public place lighting electricity use reduced		This phase of AusGrid work is completed. Additional upgrades are scoped for 2018-19
	Remove pollutants to improve stormwater quality from Council infrastructure into waterways	Stormwater quality improved through removal of pollutants		Council regularly services Gross Pollutant Traps (GPT) and stormwater quality improvement devices which reduce pollutants entering beaches. Following work undertaken this year an additional GPT will be installed at North Bondi in 2018/19
	Undertake initiatives to improve the energy and water efficiency of existing and new Council buildings	Council building electricity and mains water use decreased		Lighting upgrades were completed at Eastgate Carpark and designs were prepared for lighting upgrades at a number of Council buildings in 2018-19. 750 streelights were upgraded to LED lamps which will save 200 tonnes of CO2. An upgrade of the water harvesting system at Waverley Park commenced to reduce potable water usage at Waverley Park and the Margaret Whitlam Recreation Centre
	Develop a strategy to improve Council's vehicle fleet energy productivity	Strategy prepared		Council's fleet Guidelines and Policy will be updated in 2018-19
	Implement projects to improve waste infrastructure of Council buildings and public places	Improved resource recovery rates, reduced litter and collection vehicle movements in Council buildings and public places		Council delivered the Waste Avoiders project to improve recycling at Council facilities which included upgrading recycling infrastructure across our facilities

**Direction: E3****Waverley's community, including its visitors, reduces the amount of waste it generates and increases the amount it reuses and recycles****Strategy: E3a**




Reduce waste generation and maximise recycling in Council operations, homes, businesses, schools, development sites and public places

Deliverable	Key activity	Outcome	Status	Comments
Implementation of key actions and optimal systems from the Sustainable Waste Strategy to improve resource recovery rates, streamline collection services and litter management in Waverley	Manage Bulky Waste for Multi-Unit Dwellings(MUDs)	Improved uptake of Council's bulky waste collection service and reduction of illegal dumping incidents	●	The Better Waste and Recycling Fund that funded the MUDs program this financial year met the expected deliverables. Residents in MUDs and strata/property managers were surveyed to identify barriers and solutions to waste management. Resources were developed including bin bay posters, bin signage and chute signage. Additionally waste assessments were conducted at targeted MUDs to identify improvement measures. A strata working group was established
	Implement a Summer Litter campaign to promote litter prevention	Reduction in litter quantity by 10% in comparison to base year 2016/17	●	The Summer Litter Campaign involved advertising around Bondi Beach and Bondi Junction to reduce littering at our Beaches. Litter audits from 2017-18 identified that plastics and cigarette butts continue to be the top littered item at Bondi, Bronte and Tamarama Beaches. Litter quantities remained constant compared to summer of the previous year
	Identify opportunities for problem waste collections (for e-waste and others) at large MUDs and community facilities	Reduction in waste tonnages sent to landfill by 3% in comparison to base year 2016/17	●	Problem waste collection points are now available at the Customer Service Centre and at the Library to collect batteries and e-waste items. Despite meetings with other Councils and SSROC to provide additional facilities to service other waste streams, no additional opportunities were identified this financial year for problem waste collection. Research will continue in 2018-19
	Deliver a domestic waste service in accordance with the Sustainable Waste strategy	Improved recovery rates of general waste and recycling	●	The new Alternative Waste Technology waste disposal contract is now fully operational with recovery rates of only 28%. This is due to infancy of the technology. Southern Sydney Regional Office of Councils contract management team are working with the service provider to address operational issues

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**Direction: E3****Waverley's community, including its visitors, reduces the amount of waste it generates and increases the amount it reuses and recycles****Strategy: E3a**

Reduce waste generation and maximise recycling in Council operations, homes, businesses, schools, development sites and public places

Deliverable	Key activity	Outcome	Status	Comments
Implementation of key actions and optimal systems from the Sustainable Waste Strategy to improve resource recovery rates, streamline collection services and litter management in Waverley	Develop a LGA wide waste data management strategy	Strategy developed		This project is superseded by the Operations Waste Data Management System which is yet to be implemented
	Develop and implement a waste management strategy for Tamarama and Bronte beaches	Reduction in on-sand litter by 5%		The Bronte and Tamarama Beaches Waste Management Strategy is superseded by the Bronte Plan of Management
	Implement Waste Collection Service Study recommendations for Solar Bin Installation	Optimised service with 100% of recycling bins collected by the recycling truck		Recommendations for initiating an efficient service to complement the solar bins was established. A maintenance monthly inspection is initiated. An annual cleaning of internal bins is commissioned. Progress is made and work will be carried over to 2018-19

**Strategy: E3a continued**

Reduce waste generation and maximise recycling in Council operations, homes, businesses, schools, development sites and public places

Deliverable	Key activity	Outcome	Status	Comments
Implementation of key actions and optimal systems from the Sustainable Waste Strategy to improve resource recovery rates, streamline collection services and litter management in Waverley	Continue to partner with the Regional Illegal Dumping (RID) squad for illegal dumping prevention	Reduction in illegal dumping incidents by 10%	●	The RID Squad has been proactively working across Waverley LGA and their workplan was successfully implemented with several hotspots inspected, education provided, clean up notices issued and complied with
	Deliver a domestic waste service in accordance with the Sustainable Waste strategy	Improved recovery rates of general waste and recycling	●	The new Alternative Waste Technology waste disposal contract is now fully operational with recovery rates of only 28%. This is due to infancy of the technology. SSROC contract management team are working with the service provider to address operational issues
A domestic waste and recycling service, together with a public place litter collection service	Develop and implement plan for change to 3 bin domestic waste system	Plan implemented	●	This activity was delayed due to the changes in the recycling industry in Australia as a result of changes in the international trade markets for raw recyclable materials. Further investigations are currently underway to ensure the proposed transition to a 3 bin waste system is Council's optimal solution. A report to Council with final recommendations will be prepared by November 2018.

**Direction: E4**

**Water is used carefully and sparingly in Waverley's buildings, gardens, businesses and Council operations**

**Strategy: E4a**

Improve water efficiency of new and existing building stock

Deliverable	Key activity	Outcome	Status	Comments
Irrigation efficiency at key Council sites	Undertake audit of all irrigation systems to identify efficiencies, and guide future asset renewal.	External audit undertaken annually	●	An independent external review was completed with an action plan developed and delivery is now underway for upgrades and preventative maintenance activities

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**Direction: E6**

**A network of parks and coastal reserves, street trees and other plantings provides a habitat for a thriving local ecology**

**Strategy: E6a**

Ensure no further loss of remnant vegetation

Deliverable	Key activity	Outcome	Status	Comments
Improve remnant bushland conditions and restore local native bushland to provide habitat for local ecology	Undertake bush regeneration works at remnant sites as outlined in the Biodiversity Action Plan	No loss of remnant vegetation	●	Bush regeneration works were completed across Waverley sites. Overall, there is no loss of remnant vegetation in Waverley
		Improved remnant condition	●	Bush regeneration works were completed as per the Biodiversity Action Plan - remnant sites. In the last two quarters there has been some vegetation die off in the Tamarama remnant which is being investigated
		Weed density is less than 25% in remnant bushland	●	Bush regeneration work and favourable weather reduced weed density to be lower than 25% at almost all remnant sites
	Restore native bushland in Bronte Gully, Tamarama Gully and bushland to improve the quality of local habitat	Area of native bushland increased and weed density decreased	●	Bush regeneration works progressed in Tamarama and Bronte Gully and improved the quality of native bushland and reduced weed density. Bronte Gully was impacted by some vandalism
	Actively promote and work with the community to improve the condition of remnant bushland and quality of habitat across Waverley through a range of activities.	Improved habitat connectivity and increase in habitat cover in Waverley	●	Bushcare program and Environmental Trust grants were delivered
	Manage environmental and noxious weeds on public land in accordance with best practice horticultural standards	Reduction in spread and incidence of environmental and noxious weeds through the public space assets.	●	All weed management plans were implemented including the completion of the urban weed spraying program

**Strategy: E6b**

Improve the condition of existing areas of remnant vegetation








Deliverable	Key activity	Outcome	Status	Comments
Street tree planting program implemented	Tree planting program undertaken to maintain tree canopy coverage by replacement and increasing tree population offsetting loss due to age and failure.	Increase in number of trees planted and increased survival rates	●	336 street trees were planted this year which is a 6% increase in comparison to 2016-17
	Undertake a street tree condition audit annually	Street tree condition audit produced annually	●	This activity was completed with all of the LGA street trees assessed for safety and condition
		Schedule maintenance plan for street trees prepared quarterly.	●	Remedial action plans were completed for each quarter



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**Direction: E8****Waverley is an environmentally educated and committed community****Strategy: E8a**

Encourage and support community involvement in our environmental program

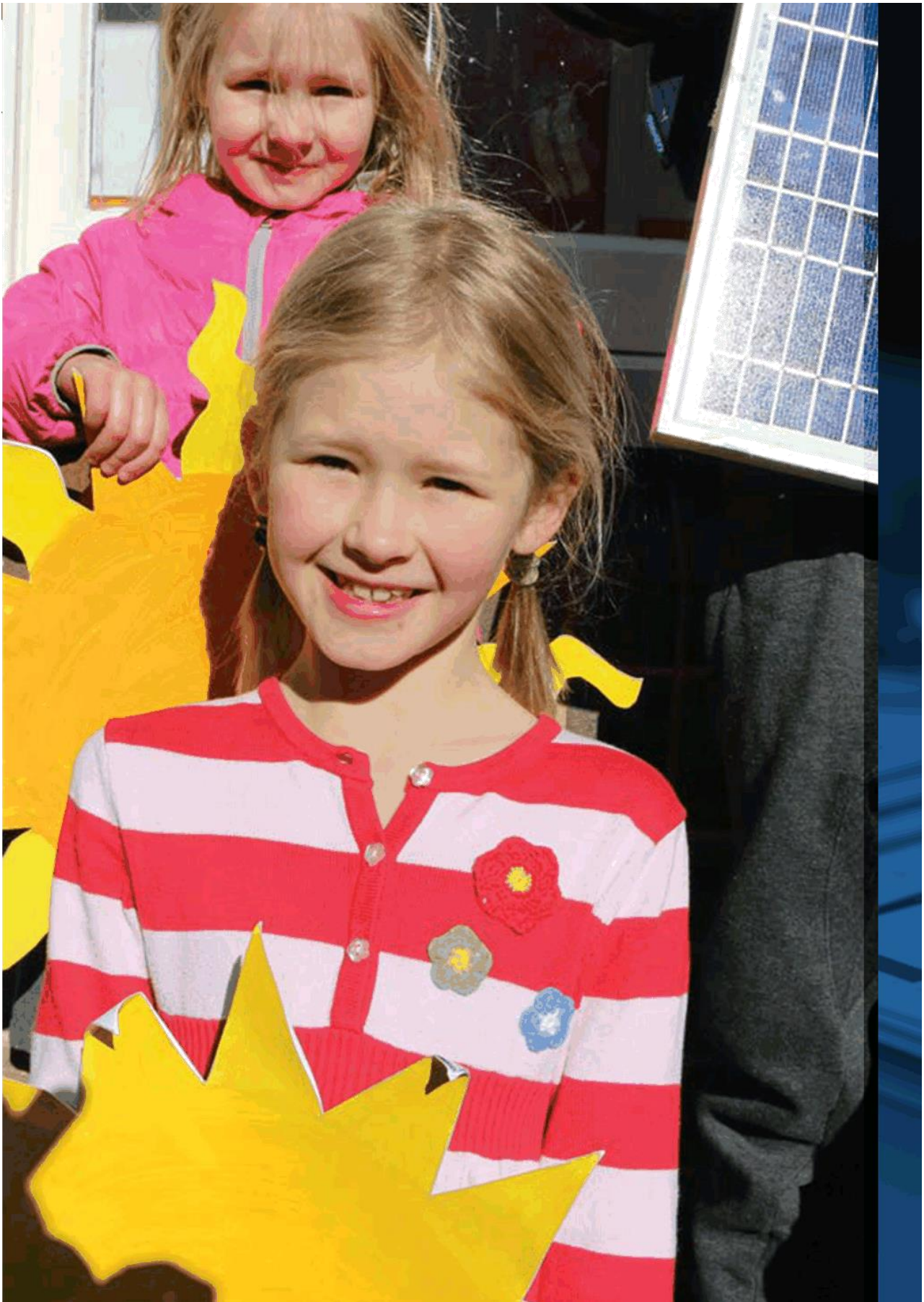
Deliverable	Key activity	Outcome	Status	Comments
Deliver external behaviour change programs to increase awareness of Council EAP targets in the areas of Urban Ecology, Green Infrastructure and Sustainable Waste	Expand Green Sparks project and create schools recycling project	Increase in number of schools involved in Green Sparks		The Green Sparks Project was expanded to schools
	Roll out phase two of the External Second Nature Campaign to reach new and diverse audiences	5000 community members actively engaged		Second Nature website was updated. Regular updates are sent to the database. There is an increase in the number of community members signing up for the second nature program.
	Deliver a residential energy reduction programme	Pilot program implemented		Our Energy Future program was launched to reduce energy consumption
	Engage Building Futures Partnership	Two collaborative events held		Building Futures program was launched and two workshops were held
	Implement a long term behaviour change program on waste (bin contamination/ recycle right)	Reduction in contamination		War on Waste Anglesea project commenced in June 2018 and will be completed in 2018-19
	Strengthen community partnerships and deliver environmental grants	Two long term partners established and two grants approved		Environmental grants were delivered and the Collaboration for Impact group of local environment groups met to work cooperatively on their projects
	Build community capacity to work collaboratively and help deliver EAP	Two training workshops/events and an online platform provided		

**Strategy: E8b**

Conduct engagement programs that encourage positive environmental behaviour change

Deliverable	Key activity	Outcome	Status	Comments
Deliver internal behaviour change programs to increase awareness of Council EAP targets in the areas of Urban Ecology, Green Infrastructure and Sustainable Waste	Embed sustainability into council operations	Project plan developed	●	The Program is continuing to be developed and will be rolled out in 2018-19
	Develop Internal Employee Engagement Resource Management Program	Program developed from 2016 audits and new policies developed	●	This is carried over for completion in 2018-19
	Deliver TREC into learning building a sustainable Waverley module	Two TREC workshops organised	●	The two TREC into learning modules were successfully delivered.
	Develop Second Nature Internal Communications plan	Communications Plan implemented on time and budget	●	Second Nature internal communications plan was implemented on time and budget







# SUSTAINABLE GOVERNANCE

*Our Sustainable Governance directions, strategies and deliverables aid in the efficiency, transparency and accountability of Council operations. They ensure we're governed well – codes of conduct for staff and councillors, financial, asset and information management, risk and safety, organisational development, procurement policies, customer service charters, community engagement and integrated planning.*

*This section represents the 'governance' component of the quadruple bottom line.*




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**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	Key activity	Outcome	Status	Comments
Develop and implement an organisational governance strategy based on the governance framework	Create efficient mechanisms for the provision of information for staff and members of the public	Information easily available		Governance framework is currently being finalised. New delegations are continued to be rolled out across business units and will be completed to comply with statutory requirements for review by September 2018. Draft Policy framework was developed before individual policies and procedures are reviewed. A review of GIPA charging and updating of GIPA information on Council website was completed
Improved financial compliance and risk mitigation through policy and procedure development, review and update	Review and update relevant financial policies, procedures and guidelines	Relevant policies reviewed and updated		In 2017/18 financial year, the following policies and procedures were reviewed and updated: Trade Debtors Policy and Procedure, Staff Travel Guidelines, Investment Policy, Asset Disposal Policy and Procedure, and Bank Guarantee Procedure and Related Party Disclosure Policy
Streamline Integrated Planning and reporting process to improve focus, ownership, accountability and compliance	Undertake Council's integrated Planning and Reporting (IPR), promote to the community and provide engagement opportunities for input	IPR requirements met on time		Council adopted the Community Strategic Plan 2018-2029, Delivery Program 2018-21, Operational Plan 2018-19 and Pricing Policy, Fees and Charges 2018-19 at its meeting on 19 June 2018. The Annual Report was published by 30 November 2017 and six monthly progress reports were presented to the Council and published on Council website in compliance with legislative requirements

**Strategy: G1b**


Promote and embed good governance and corruption prevention practices in operational activities

Deliverable	Key activity	Outcome	Status	Comments
Build resilience against corruption	Undertake initiatives to build resilience against corruption	Increased resilience against corruption among staff		Six staff induction programs were conducted throughout the year covering Code of Conduct gifts and benefits, public interest disclosures (PID's), delegations, other business and employment and requirements for record keeping within local government. New Councillor Expenses and Facilities policy in line with the model policy published by OLG was implemented with increased auditing and reporting mechanisms. Ten new Disclosure Officers were appointed and trained under the Public Interest Disclosure Act from across all sites of Council ensuring staff have ready access to confidential assistance to make reports of corruption and maladministration. A review of Council's audit Committee to broaden its scope and professional membership commenced and will be finalised in 2018-19. Improvements to agenda setting for the committee has commenced
Support councillors to be effective stewards of Waverley	Organise councillor workshops on ethics, code of conduct and code of meeting practice	Workshops organised		Following 2017 election and the development of the induction pack for the new Council, Councillor workshops were held on Expenses and Facilities Policy and the draft new Code of Conduct was issued for consultation by OLG and meeting procedures. A "hands on" chair training session for new Chairs with follow up sessions were held. Professional development plans for each Councillor has commenced. Live streaming of Council and Council committee meetings commenced this year allowing greater public access to council deliberations in real time

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**Direction: G2****Our community is actively engaged in well-informed decision processes****Strategy: G2a**

Promote and require strategic directions that are inclusive and reflect the views of the community

Deliverable	Key activity	Outcome	Status	Comments
Lead and position Council as a Digital City	Develop a smart cities strategy in alignment with Council's digital strategy	Defined road map to transform council into a digital city in place		The draft smart cities background paper was completed and staff workshop was organised in October 2017. The draft Smart Cities Strategy and Roadmap is in progress. A joint submission for Federal Government funding under the Smart Cities and Suburbs Program was submitted in partnership with Transport NSW, Randwick City Council, Woollahra Council and other private partners

**Strategy: G2b**

Provide opportunities in a variety of forums for all stakeholders to contribute to community decision making

Deliverable	Key activity	Outcome	Status	Comments
Maximise the effective engagement of precinct partners in council decision making	Support engagement with community precincts	Precincts engaged on Council activities and strategic issues		This year 65 precinct meetings were held in addition to three combined precincts meetings. Three combined precinct workshops were held to facilitate the development of an individual strategic plan for each precinct. In December Precincts celebrated 30 years of operation and committed to planning for the next phase of their work
Council's Communications Plan and Community Engagement Strategy developed and implemented	Prepare and Implement a comprehensive Community Engagement strategy and program	Community Engagement strategy and program developed and delivered		The Community Engagement strategy was endorsed by the Operations Committee at its meeting in November 2017. Implementation of the strategy is in progress and was first demonstrated with the Community Strategic Plan engagement project

**Strategy: G2c**

Promote and advocate communications that are targeted, accessible and clearly branded

Deliverable	Key activity	Outcome	Status	Comments
Position Council as a high profile, innovative Council in touch with the needs of the community	Develop a comprehensive organisation wide communication and marketing strategy	A Communication and marketing strategy developed and delivered	●	A draft strategy was drafted and the team has run a few projects to test some tactics i.e. videos - 'A Day in the Life of A Garbo'; social media innovations such as snapchat advertising and other activities associated with the Waverley Community Strategic Plan engagement. This activity is carried over to 2018-19 for completion
High brand recognition of Waverley Council	Develop a Media and Public Relations strategy	Media and Public Relations strategy drafted and delivered	●	The finalisation of the Media and Public relations strategy was delayed due to staffing constraints. This is carried over to 2018-19

**Direction: G3**

**Services are accessible and provided in a professional, friendly and timely manner**

**Strategy: G3a**




Promote and advocate systems and procedures that support efficient and effective service delivery which meets or exceeds customer satisfaction goals

Deliverable	Key activity	Outcome	Status	Comments
Engage with stakeholders through Digital Tools	Prepare a business case to enhance digital engagement with community	Business case completed	●	This activity is carried over to 2018-19
Faster turnaround on Council's information through integration of financial systems combined with improved financial security and data integrity	Integrate and automate Council's financial core systems	Faster information turnaround	●	TechnologyOne and MagiQ systems were upgraded and migrated to the Amazon Web Services cloud environment
Improved user profiles to suit business requirements and system parameters	Review and align financial system settings with policies, procedures and guidelines	Improved data security and integrity	●	User profiles and access were reviewed and updated in accordance to delegation register and departments
Embed a project management culture into the organisation	Develop new approaches that promote and support professional project management across the organisation	Increase in efficiency and effectiveness in projects	●	Significant gains were made in embedding project management culture and practices. Refined framework and associated processes were rolled out to the organisation. The Capital Works project implementation is driven by project management approaches

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**Strategy: G3a continued**

Promote and advocate systems and procedures that support efficient and effective service delivery which meets or exceeds customer satisfaction goals

Deliverable	Key activity	Outcome	Status	Comments
Provide customers with improved access to Council's Customer Service team through the provision of user-friendly communication methods and increased availability	Provide improved access to Council's Customer Service Centre through enhanced technology solutions and availability at alternative locations	Web Chat available for basic enquiries during Council's Call Centre Hours of Operation and a Pop Up Front Counter Customer Services event held every quarter		Customer Service Pop Ups were held at key locations including the Waverley Library, the Mill Hill Centre, Bondi Pavilion and Oxford Street Mall allowing customers to make payments and access Council services. Web chat functionality will be explored in 2018-19 as part of a wider review of customer experience technology
Parking assets are financially sustainable through the creative management of parking facilities and technology	Investigate and trial the implementation of mobile phone payment options for Council's on-street parking meters	Feasibility study completed in Q1		A feasibility study was completed which recommended a trial of mobile phone payment options in key locations. Mobile phone payment options will be rolled out in 2018-19 as part of a wider upgrade in parking technology
More services provided online	Investigate and implement additional online services for customers	Increase in requests received online		Multiple parking permits were made online including Council Authorised Vehicle Permit, Council and Metered Permit and Car Share Parking Permit. An Online Customer Service link was added to the Home page of the Council website to enable customers to request a service or log an issue outside of business hours with ease. Development Application determination related information is provided online. This is a new service that enables community members to view the results of determination online. There has been a significant increase in customers contacting Council via the webform. In comparison to 2016-17, there was an increase in online transactions. The percentage of s149 Planning Certificates issued increased by 2.6%, s603 Rating Certificates increased by 3.2%, Outstanding Notices/Orders increased by 0.9%, Heritage Exemption Certificates increased by 10.2%. Licence Payments increased by 8.5% and rate payments increased by 1.2%, DA Tracking users increased by 27.6% and Development Enquirer users increased by 18.7%

**Strategy: G3b**

Monitor and report regularly against the service standards for customer service

Deliverable	Key activity	Outcome	Status	Comments
Regular customer surveys conducted	Undertake community engagement through multiple platforms to gather feedback on customer service	Community Engagement completed and recommendations implemented		A Customer Experience survey was conducted which focused on improved communication between customers and Council. Survey results were reviewed and improvements identified and implemented. A feedback kiosk was installed in the Customer Service Centre to gather transactional feedback from visitors and a response survey is now sent to customers for select requests via the request management system to gather interaction based feedback. Feedback is reviewed periodically as part of the monthly evaluation process

**Direction: G4**

**Coordinated, efficient and effective services are delivered through the most appropriate agencies and partnerships**

**Strategy: G4a**

Promote and advocate the regular review of services to ensure they are efficient, effective and responsive to customer needs

Deliverable	Key activity	Outcome	Status	Comments
Improve customer service experience in Development Application process	Implement processes for online DA lodgement	Processes implemented by July 2018	●	This activity is carried over to 2018-19
A program of continuous improvement in customer service	Review Complaints management process	Review completed and recommendations implemented	●	The management of customer complaints within the Customer Service Centre was documented and reviewed. Recommended improvements to internal Customer Service Centre processes were implemented. The organisation-wide complaints management process review is carried over to 2018-19




**Strategy: G4b**

Provide a range of efficient and effective corporate support services

Deliverable	Key activity	Outcome	Status	Comments
Provision of digital infrastructure and hardware	Deliver fit for purpose digital infrastructure in accordance to international best practises	Improved operational efficiencies, cost optimisation and reduction in risk	●	A range of business systems on aging hardware were migrated to private cloud environment. Parking services system was successfully migrated to cloud hosted solution. On premise datacentre footprint consolidated to two (primary and secondary) sites. Library management system successfully migrated to cloud hosted solution
Efficiency and effectiveness gains through increasing the variety of services delivered online	Implement critical upgrades to core systems to enhance features and accessibility	Increased effectiveness access and functionality	●	Upgrade of HR system and implementation of learning management system was completed. Upgrade and migration of financial system completed


**Strategy: G4c**

Pursue and participate in regional resource sharing and partnership initiatives which provide community benefits

Deliverable	Key activity	Outcome	Status	Comments
Participation in partnerships and projects with other councils and organisations	Partner with a range of internal and external stakeholders for event delivery and sponsorships for events such as NIB, City2Surf, Sydney Jewish Writers Festival and Bondi Icerink	Two new partnership agreements		A Memorandum of Understanding was developed between Council and the Bolshoi Ballet Academy for a Summer Intensive Academy program which was undertaken in January 2018 in Bondi Pavilion. The Library received a joint grant with Woollahra and Randwick libraries to implement a shared mobile service to outlying areas in the three municipalities. The Visual Arts team established a partnership with Prince of Wales Hospital for an extension of their Artists in Residents program
	Operate an efficient and compliant public works depot operation	Alexandria facility is maintained and operated within industry best practice		The Alexandria Integrated Facility is being maintained and operated within the agreed standards with a total of 15 corrective actions completed
	Store operations that are efficient, effective and delivered in a timely manner	Items for Alexandria Integrated Facility identified and ordered		This activity was implemented with no delays in stock items being experienced

**Strategy: G4d**

Actively engage in industry continuous improvement and reform with government and private sector partners to seek long term community benefit



Deliverable	Key activity	Outcome	Status	Comments
A Waverley Council that is best placed to transition to a new single entity	Manage Waverley's change initiatives to better prepare Council for a potential merger	Change implementation plan in place		This activity is no longer relevant. The State Government has decided not to proceed with the mergers.

**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	Key activity	Outcome	Status	Comments
Financial advice and coordination to ensure Council meets overall budget performance targets provided	Periodically review and report on budget performance targets	Budget review every quarter		Quarterly budget reviews were completed within timeframes
Improved core financial system stability via the establishment of an updated Production, Test and Training environment	Establish a production, test and training environment	Improved system stability		Three environments for TechnologyOne was established to meet operational requirements - production environment, training environment and test environment

**Strategy: G5c**

Promote the establishment and maintenance of commercial business operations that contribute to Waverley's financial sustainability

Deliverable	Key activity	Outcome	Status	Comments
Well managed, maintained and utilised building assets that support recreational, community business and activities	Upgrade lift in Eastgate Car Park	Replacement lift installed in Eastgate Car Park by Q4		The procurement process for the replacement lift for Eastgate Car Park was completed in 2017-18 and the new lift is currently being manufactured. Installation is due to begin in August 2018
Promote the establishment and maintenance of commercial business operations that contribute to Waverley's Financial sustainability	Run a financially viable commercial waste and cemetery business operations	Increase the profitability of the commercial waste and cemetery operations		Commercial waste has increased profitability year on year with expected increase of around 11% and the Cemetery has increased profitability by approximately 7% during the operational year

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**Direction: G6**

**Waverley's assets are well maintained for their current purpose and for future generations**

**Strategy: G6b**

Implement adopted Asset Management Plans

Deliverable	Key activity	Outcome	Status	Comments
Maintain Council built assets within agreed service levels	Implement agreed annual Asset Management Plans for roads, footpaths, and kerb and gutters	Annual program delivered on time and within budget	●	The planned SAMP delivery program was implemented on time and within budget
Deliver high quality capital infrastructure in the LGA	Identify high priority business processes to review and update through business process mapping	Four high priority business processes reviewed	●	Asset handover process project close out report is completed and being implemented. Project Management Framework documentation process review was completed and documentation was developed and approved for use. SAMP Infrastructure delivery process review was completed and is ready for implementation in 2018-19. Contractor Management Process is underway and is awaiting finalisation of contractor safety management through tender, contract and systems

**Direction: G6**

**Waverley's assets are well maintained for their current purpose and for future generations**

**Strategy: G6c**

Implement the adopted Asset Management Continuous Improvement Plan

Deliverable	Key activity	Outcome	Status	Comments
On track delivery of scheduled activities in Strategic Asset Management Plans (SAMPs) each year	Undertake asset condition survey and annual maintenance programs for all SAMP categories	Works completed on time and within budget	●	Asset condition surveys were completed for all Council buildings and 25% of infrastructure assets. SAMP5 was prepared and endorsed by Council at its June 2018 meeting.



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**Direction: G7****In service delivery sound safety and risk management practices are maintained to protect the community and service agency staff****Strategy: G7a**

Provide a safer environment by implementing specific risk management practices

Deliverable	Key activity	Outcome	Status	Comments
Establish Effective organisational risk management practices	Implement specific risk management practices to maintain safe workplaces	Risk management practices implemented	●	Business Continuity Plan Strategy was approved by Executive Leadership team. Risk register is on hold pending procurement of CAMMs risk software. Contractor Safety Management System draft documentation was completed and stakeholder consultation was held. Health & Wellbeing program is ongoing with additional Nutrition Month activities held in June with StateCover grant funds obtained in September 2017. Policy and procedure reviews are progressing. Return to work procedure was updated in June 2018. New Motor Vehicle claim procedure was completed in October 2017 with additional risk projects being considered

**Direction: G8****Community information assets are well secured and managed in an accessible way****Strategy: G8a**

Promote and advocate the improved management of, and access to, information across Waverley

Deliverable	Key activity	Outcome	Status	Comments
Records management and information access services provided	Undertake initiatives to improve record management and access to information	Increased TRIM usage	●	Electronic document and Records management system upgrade is in progress and on track for completion in September 2018. A Digital Archives was established in TRIM that contains corporate information such as Annual Reports, Cultural Events and other information that can be used for corporate management and local studies

**Strategy: G8b**

Promote and advocate the provision of statutory, financial and management information and reporting on time and with a high degree of accuracy

Deliverable	Key activity	Outcome	Status	Comments
Build on New Chart of accounts to provide automated and timely reporting	Review current chart of accounts structure	Review completed	●	The new Community Strategic Plan services structure will be completed in 2018-19
All reports required by legislation or requested by Government departments and agencies provided	Undertake periodic financial reporting in compliance with statutory requirements	Reports completed on time	●	All reports required under the legislation, government department and agencies are provided within the timeframe

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**Direction: G9****A committed and adaptable workforce governed by good leadership makes a strong contribution to achieving the community vision****Strategy: G9a**

Attract and retain highly skilled employees who take pride in delivering exceptional service to achieve the community's vision

Deliverable	Key activity	Outcome	Status	Comments
Employ people who are skilled to do their job well, creative in their thinking, and responsive, collaborative and adaptable	Attract, recruit, develop and retain a high-performing workforce	High quality candidates attracted to Waverley Council and Waverley Council recognised as a great place to work	●	Merit process is applied in all recruitment actions. New Recruitment Guidelines were completed providing clarity on recruitment options in line with the Award and Local Government Act 1993

**Strategy: G9b**

Create a positive organisational culture that builds skills in alignment with Council's Mission and Values

Deliverable	Key activity	Outcome	Status	Comments
Continue to build on leaders, managers, emerging leaders who are capable of focusing on people, actions and outcomes	Deliver TREC into Learning Program	TREC into Learning Plans in place for all staff	●	Commenced Leadership framework and Certificate IV in Leadership and Management for 25 staff. Two officers registered for Diploma in Leadership & Management
Promote a workforce culture that is productive and supports the TREC Values	Foster employee engagement and performance	Employee engagement measured annually	●	Employee engagement survey will be held in 2018-19. Skills and Performance Assessment forms were reviewed to include focus on current values.
Support Leadership to make sustainable and strategic decisions using HR Analytics	Apply a digital mindset to all performance related functions	At least two Performance Functions are automated	●	eziSuite was introduced for online recruitment with excellent uptake. Upgrades to CHRIS21 was completed and iCHRIS upgrade is underway. A Learning Management System was adopted and is integrated with MyHR ensuring accurate data capture and ease of use



**REPORT**  
**CM/7.11/18.08**

**Subject:** Petition - Removal of Roadside Guardrail in Bulga Road, Dover Heights

**TRIM No:** A03/0603

**Author:** Al Johnston, Governance and Internal Ombudsman Officer

**Director:** Ross McLeod, General Manager

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**RECOMMENDATION:**

That the petition requesting the removal of the roadside guardrail and installation of advisory speed signs in Bulga Road, Dover Heights be forwarded to the Executive Manager, Creating Waverley for appropriate action.

**1. Executive Summary**

Council has received a petition containing 11 signatures from residents of Bulga Road and Eastern Avenue, Dover Heights requesting that the roadside guardrail in Bulga Road near the intersection of Eastern Avenue be removed and advisory speed signs be placed in Bulga Road.

It is recommended that the petition be forwarded to the Executive Manager, Creating Waverley, for appropriate action.

**2. Introduction/Background**

Council accepts petitions from persons who have an interest in the Waverley Local Government Area as residents, landowners, business people or in some other capacity. Petitions must concern matters that Council is authorised to determine.

**3. Relevant Council Resolutions**

Nil.

**4. Discussion**

It is recommended that the petition requesting that the roadside guardrail in Bulga Road near the intersection of Eastern Avenue be removed and advisory speed signs be placed in Bulga Road be forwarded to the Executive Manager, Creating Waverley.

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

There is no financial impact in Council receiving the petition.

**6. Conclusion**

It is recommended that Council refers the petition to the Executive Manager, Creating Waverley, for appropriate action.

**7. Attachments**

Nil.

**REPORT**  
**CM/7.12/18.08**

**Subject:** Carry Over request from 2017/18 to 2018/19

**TRIM No:** A03/0346

**Author:** Charlie Coyle, Management and Systems Coordinator  
Teena Su, Executive Manager, Financial Waverley

**Director:** Ross McLeod, General Manager

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**RECOMMENDATION:**

That Council approves the carrying forward of budget funds from the 2017/18 financial year to the 2018/19 financial year, as presented in Attachment 1 to this report.

**1. Executive Summary**

The purpose of this report is to seek Council approval for the transfer of \$18,872,392 in funds associated with a number of operational, capital projects, grants funded activities and plant purchases from the 2017/18 financial year to the 2018/19 financial year budget. These monies are to be used across 146 projects/activities to allow approved Council projects and programmes to be implemented.

This requests largely result from projects and programmes not being as advanced as forecast when the previous LTFP, 2017/18 budget and delivery programmes were set and reviewed. In many cases the projects and programmes are partially complete. In the case of some projects and programmes, timeframes have been extended for reasons that Council will generally be aware of.

**2. Introduction/Background**

Following a review of the status of the 2017/18 projects and activities, it is proposed that funds associated with a number of operational, capital projects and plant purchases from the 2017/18 financial year, as detailed in attachment 1, be carried over to the 2018/19 financial year to allow approved Council projects and programmes to be carried out.

**3. Relevant Council Resolutions**

Nil.

**4. Discussion**

The carry forward review identified 146 operational, capital projects and plants purchases where there is a request to have funds carried over to the new financial year 2018/19 in accordance to the Carry-Over Process. These requests have been reviewed by the Executive Leadership Team (ELT) and are to allow approved Council projects and programmes to be implemented. The total monetary amount requested to be carried over is \$18.7m.

Table 1 below summarises the proposed incomplete works carry-over:

<b>Table 1. Carry over expenditure by types</b>		
<b>Carry Over from:</b>	<b>Expenditure \$</b>	<b>No. of Items</b>
Operational Activities	1,705,431	32
Building Renewal Program	268,929	4
Plant Replacement Program	5,256,192	52
Capital Works Program	11,501,840	58
<b>Total Carry Over</b>	<b>18,732,392</b>	<b>146</b>

### Operational Carry overs

This includes the below items:

- 12 grant funded projects - \$494k
- Organisation development and improvement initiatives - \$440k
- Accounts payable improvements - \$129k
- Digital IT Projects - \$146k

### Building Renewal Program:-

This includes the below programs:-

- Rectification works of 8-10 Roberts Avenue, Randwick - \$111k
- Floor replacement – Gardiner Early Education Centre- \$90k
- Landscape upgrade project – Gardiner Early Education Centre - \$55k
- High tide building roof facade – Bondi Pavilion - \$12k

### Plant Replacement Program

Plant replacement program include carry over of \$5.26m for purchase or replacement of 52 plant items, which include the truck fleet, 14 items valued at \$3.57m and 5 waste specialised equipment totalling \$535k. Some replacement purchases have been delayed as in some cases additional asset life and value was able to be extracted from assets, and in others due to asset replacement specification not being finalised.

Out of the above plant items, 24 of these have been ordered with the value of \$3.69m and awaiting delivery in 2018/19 financial year. As summarised in Table 2.

<b>Table 2</b>			<b>Funding Sources</b>		
<b>Types and status</b>	<b>No.</b>	<b>Purchase Cost</b>	<b>Proceeds from disposal</b>	<b>Plant Replacement Reserve</b>	<b>Domestic Waste Plant Replacement Reserve</b>
Light Commercial Vehicle	4	208,370	36,243	28,702	143,425
Passenger Vehicle	28	929,217	466,039	456,974	6,204
Small Plant	1	10,220	1,500	8,720	-
Specialised Equipment	5	535,175	9,482	125,693	400,000
Truck Fleet	14	3,573,210	950,208	346,058	2,276,944
<b>Total</b>	<b>52</b>	<b>5,256,192</b>	<b>1,463,472</b>	<b>966,147</b>	<b>2,826,573</b>

## Capital Works Program

60 capital work projects have requested to carry over to 2018/19, as summarised in Table 3.

<b>Table 3. Capital works Carry overs</b>		
<b>Reason for Carry over</b>	<b>No. of Items</b>	<b>Expenditure \$</b>
Commenced Projects with contracts signed	37	4,212,506
Commenced Projects with contracts signed over multi years	13	6,529,767
Projects yet to commence in FY18/19	10	759,967
<b>Total</b>	<b>60</b>	<b>11,501,840</b>

60 projects with total carry over value at \$11.5m projected to be completed in 2018/19 financial year. Of this 57% (or \$6.5m) is committed against executed contracts for multi-year projects which are already underway, this represents 13 of the 60 projects. In addition 37% is committed against executed contracts for works commenced but not completed in 2017/18. This represents 37 of the 60 projects.

Therefore, the 2018/19 capital works program will be increased to from \$30.4m to \$41.9m, this represents a 27.4% increase.

The General Manager and ELT have instructed staff to revise the budgeting process for multi-year projects and contracts so that funding does not have to be budgeted in the initial contract year, but instead will be budgeted against project delivery schedule. This should reduce carry forwards in future years and increase investment returns for Council. ELT will monitor the results of these changes.

## Carry Over Summary

The total carry overs were included in the 2017/18 budget, and as such these items are not required to be funded from the current year budget funds. Following Table 4 shows how the carry over project/activities expenditures are funded.

<b>Table 4 –</b>	
<b>Carry over funding sources for capital works program</b>	<b>Carry Over \$</b>
Grant/ Contribution received in 2017/18	(85,536)
s94 reserve	(693,154)
PA reserve	(2,804,533)
Investment Strategy Reserve	(1,677,638)
Car Parking Reserve	(110,251)
Infrastructure Cemetery Reserve	(44,840)
Infrastructure Drainage Reserve	(15,000)
Infrastructure Mall Reserve	(43,059)
Infrastructure Coastal & Retaining Reserve	(749,166)
Infrastructure Park Open Space Reserve	(328,481)
Other Infrastructure Reserve	(124,855)
Carry Over Reserve	(1,005,008)
Centralized reserve	(2,532,053)
2017/18 General Fund	(1,288,266)
<b>Total Funding Sources</b>	<b>(11,501,840)</b>

See attachment 1 for the complete detailed list of all the carry over.

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

The carry over items will increase the existing 2018/19 expenditure budget by \$18,732,392. All of these carry over items including its funding sources were included in the previous 2017/18 financial year budget, and will have no impact on the current year's budget bottom line.

**6. Conclusion**

In summary, funds associated with 146 items totalling \$18,732,392 are requested to be carried over from 2017/18 financial year to the 2018/19 financial year.

**7. Attachments**

1. Council - Carry Over 2017-2018 [↓](#) .

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
Waverley Corporate	WHS Incentive Program	150,000	StateCover WHS Audit Funding - in house work health and safety	0	(150,000)	0	0
Waverley Corporate	GM Office and Administration	440,000	Organisational Development and Improvement Initiatives	0	0	0	(440,000)
Waverley Corporate	Financial Waverley	92,000	Automation of the accounts payable - supplier Invoice scanning / data capture solutions	0	0	(92,000)	0
Waverley Corporate	Financial Waverley	18,460	EFTsure project 'Know your Payee' solution for payment protection	0	0	0	(18,460)
Waverley Corporate	Financial Waverley	18,295	Credit card expense management system	0	0	0	(18,295)
Waverley Corporate	Financial Waverley	34,150	Ausfleet Review & Functionality enhancement	0	0	0	(34,150)
Waverley Corporate	Digital Waverley	76,961	Livesteamming Project - AV Upgrade to be finalized	0	0	(76,961)	0
Waverley Corporate	Digital Waverley	33,600	Digital Project - R0023 - Online DA Lodgement Project to be completed	0	0	(33,600)	0
Waverley Corporate	Digital Waverley	26,000	Digital Project - R0023 - Online DA Lodgement Project to be completed	0	0	(26,000)	0
Waverley Corporate	Digital Waverley	9,000	Digital Project - R0023 - Online DA Lodgement Project to be completed	0	0	(9,000)	0
Waverley Futures	Regional Strategy Implementation	108,638	3 x Regional Environment Program (Randwick/Waverley/Woollahra). Deferred electric vehicle installation	0	(108,638)	0	0
Waverley Futures	Better Waste Recycling Fund - Recycling Program	1,217	R0045 - Better Waste Recycling Fund - Recycling Program	0	(1,217)	0	0
Waverley Futures	MUDs Sustainable Waste Program	3,290	R0046 - MUDs Sustainable Waste Program	0	(3,290)	0	0
Waverley Futures	Living Connections Environmental Education Program	26,900	R0047 - Living Connections Environmental Education Program	0	(26,900)	0	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
Waverley Futures	EPA Litter Prevention Grant Program	25,700	R0048 - EPA Litter Prevention Grant Program	0	(25,700)	0	0
Waverley Futures	EPA Litter Prevention Grant Program	8,000	R0048 - EPA Litter Prevention Grant Program - Educational Expenses	0	(8,000)	0	0
Waverley Futures	EPA Litter Prevention Grant Program	13,000	R0048 - EPA Litter Prevention Grant Program - Stores and Materials	0	(13,000)	0	0
Waverley Futures	EPA Funded Illegal Dumping Prevention Program	60,270	R0049 - EPA Funded Illegal Dumping Prevention Program - Technical Assistance	0	(60,270)	0	0
Waverley Futures	EPA Funded Illegal Dumping Prevention Program	39,300	R0049 - EPA Funded Illegal Dumping Prevention Program -Consultants	0	0	0	(39,300)
Waverley Futures	EPA Funded Illegal Dumping Prevention Program	5,000	R0049 - EPA Funded Illegal Dumping Prevention Program - Educational Expenses	0	0	0	(5,000)
Waverley Life	Community Planning	5,000	Contribution for Water Fountain in Mill Hill "Make Healthy Normal"received in June 18. works to be commenced in 2018/19.	0	(5,000)	0	0
Waverley Life	Multicultural Worker	1,000	NAIDOC Reconciliation Week July 18	0	(1,000)	0	0
Waverley Life	Elsa Dixon Trainees	36,945	Remaining salary grant funding - 3 x Elsa Dixson Trainees - over 3 financial years	0	(36,945)	0	0
Waverley Life	On Street Parking	29,722	Purchase of Safety Body Camera equipment for parking officers	0	0	0	(29,722)
Waverley Life	Library Administration	41,293	EPM - Library project grant funding remaining unspent from prior years.	0	0	0	(41,293)
Waverley Life	Local Priority Project	86,882	Local Priorit Grant funding from prior years	0	(86,882)	0	0
Waverley Life	Out Reach Services	58,089	Mobile library shared with Randwick and Woolhara Councils to be carried out in 2018/19.	0	(58,089)	0	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
Waverley Life	Sober Santa	13,500	Initial stages of a recreation needs study combined with the Open Space strategy	0	0	0	(13,500)
Waverley Life	Community Safety	55,000	Community safe analysis to be completed in 2018/19.	0	0	0	(55,000)
Waverley Renewal	Creating Waverley	188,219	State Floodplan Management - Flood Study of LGA	(162,666)	0	0	(25,553)
Total Operational Carry Over		1,705,431		(162,666)	(584,931)	(237,561)	(720,273)
Building Renewal Program							
Waverley Renewal	Gardiner Early Education Centre	55,000	Funding the remaining additional works required by the client on Gardiner EEC Landscape Upgrade Project due to works yet to be completed by the responsible contractor.	0	0	(55,000)	0
Waverley Life	Common Area	111,229	Rectification works of 8-10 Roberts Avenue, Randwick. Council's share of contribution, works to be undertaken by Bridge Housing.	0	(111,229)	0	0
Waverley Life	Gardiner Early Education Centre	90,000	Total replacement of the flooring on the ground floor of the centre.	0	0	(90,000)	0
Waverley Life	Bondi Pavilion Administration	12,700	Painting of the High Tide building façade - due to be complete in July 18.	0	0	(12,700)	0
Total Building Renewal Program Carry Over		268,929		0	(111,229)	(157,700)	0
Capital - Plant Replacement							
Capital - Plant Replacement	Passenger Vehicle	929,217	28 x Fleet Replacement - from 17/18	(466,039)	(6,204)	(456,974)	0
Capital - Plant Replacement	Small Plant	10,220	10 x Fleet Replacement from 17/18	(1,500)	0	(8,720)	0
Capital - Plant Replacement	Light Commercial Vehicle	208,370	4 x Fleet Replacements from 17/18	(36,243)	(143,425)	(28,702)	0
Capital - Plant Replacement	Truck Fleet	3,573,210	14 x Fleet Replacements from 17/18	(950,208)	(2,276,944)	(346,058)	0
Capital - Plant Replacement	Specialised Equipment	535,175	5 x- Fleet Replacements from 17/18	(9,482)	(400,000)	(125,693)	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
Total Capital - Plant Carry Over		5,256,192		(1,463,472)	(2,826,573)	(966,147)	0
Capital - Projects		Project Description					
C0001	Rowe St Pedestrian Corridor -Legal & Property advice, Survey	17,074	Carry over required to to fund consultancy report.	0	(17,074)	0	0
C0004	Waverley Sub-Depot strategy	83,993	Carry over to cover Surf Club CMP and other costs	0	0	(83,993)	0
C0005	Bondi Pavilion Fire Upgrade	18,218	Multi Year - Fire Upgrade works completed, contract in place with consultants to complete certification.	0	0	(18,218)	0
C0006	Bondi Pavilion Conservation & Upgrade	333,628	Multi Year - Consultant contract in place to undertake design services, will continue into 2019/20 with construction to commence early in 2020.	0	0	(333,628)	0
C0007	Bronte Beach Lifeguard Tower	197,523	Multi Year - Consultant engaged and concept design completed. Project delayed to consider implications of surf club redevelopment.	0	0	(46,873)	(150,650)
C0009	Bronte Beach Local Village Centre	679,141	Multi Year - Consultant engaged, detail design completed and project out to tender. Construction to be undertaken in 2018/19.	0	0	(679,141)	0
C0017	Waverley Cemetery Cemeteries Retaining Wall	544,840	Multi Year - Contractor engaged and works commenced. Construction to be completed in 2018/19.	0	0	(544,840)	0
C0021	Bondi Junction Cycleway / Streetscape	2,594,194	Multi Year Commenced - Consultant engaged, detail design completed and project out to tender. Construction to be commenced in 2018/19 and completed in 2019/20.	0	(2,594,194)	0	0
C0028	Complete Streets - Pop Ups	4,075	Carry over to assist in maintenance of the pop-ups	0	(4,075)	0	0
C0030	Bondi Road Transport Corridor	115,004	Project not commenced, carry over to allow implementation in 2018/19.	0	0	(115,004)	0
C0032	Public and Street lighting energy efficiency	36,831	Carryover is required to complete the residential LED upgrades fom 17/18. Initial commitment is in the system with AusGrid, the supplier/contractor for this.	0	0	(36,831)	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
C0033	Leak Detection Across Council Sides	31,744	Project in progress, water meter monitoring to be completed October 18 and will be undertaken by the engaged contractor.	0	0	(31,744)	0
C0034	Facilities Sustainable Energy upgrades	292,500	Multi year - The FEWSAP project is a two-year project with budget divided between year 1 and 2. RFT is drafted and this carryover will be required to deliver these upgrades.	0	0	(260,000)	(32,500)
C0038	Green Infrastructure Master Plan	96,728	Commitment is in place for energy assessments with engaged contractor in Bondi Junction and this carry-over is required for this and to complete the Building Futures project.	0	0	(96,728)	0
C0042	Bronte ERAP	62,719	Multi year - Bush regeneration contractor will be engaged to deliver 2018-19 work in Bronte Gully utilising carryover amount.	0	0	0	(62,719)
C0043	Biodiversity ActionPlan - Remnant Sites	45,306	Multi year - Carryover is for completion of bush regeneration works at Diamond Bay, Clarke Reserve, Eastern Reserve and RRW.	0	0	(37,214)	(8,092)
C0046	Bronte Road, BJ Streetscpe Upgrade	107,603	Multi Year - Consultant engaged and concept design completed. Project delayed to allow cycleway design to be completed. Detail design to be completed in 2018/19.	0	(73,388)	(10,843)	(23,372)
C0099	Spring Street Carpark Exit	98,286	Trial completed. Remaining funding to be carried over to undertake a design for the carpark exit to formalise lane closure.	0	0	(98,286)	0
C0120	Blake Street Neighborhood Centre	34,069	Main project scope completed in 2017/18. Contractor engaged to undertake additional scope identified and agreed with community in July/August 2018.	0	(34,069)	0	0
C0125	South Bronte (Bronte Community Centre) Toilet	44,289	Multi Year - Consultant engaged and design commenced. Design to be completed in 2018/19.	0	0	(12,717)	(31,572)
C0134	Bondi Junction Carpark upgrades	390,491	Contractor engaged to replace lift, due to long lead times installation works scheduled for November 2018.	0	0	(390,491)	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
C0146	Parks Signage Strategy - Tamarama Wayfinding Signage	25,560	Tamarama signage installation completed, carry over requested for installation of signs in identified parks.	0	0	(25,560)	0
C0177	Rodney Reserve Sportsfield Upgrade	119,826	Contractor engaged and works nearing completion. Practical Completion scheduled for August 2018.	0	(119,826)	0	0
C0186	Planting Street Trees (SAMP 11)	117,063	Contractor engaged and works in progress to be completed in 2018/19.	0	0	0	(117,063)
C0198	T&T Bike Plan Implementation - Martin St Concept Design	6,318	Design commenced, to be completed in 2018/19.	0	0	(6,318)	0
C0200	T&T Bike Plan Implementation - Improved Bike Parking	12,546	Contractor engaged for installation of bike parking at Bondi Beach scheduled for September 2018.	0	0	(12,546)	0
C0210	Thomas Hogan Park-Landscaping	144,726	Funds to be carried over and consolidated with 2018/19 Thomas Hogan projects.	0	(75,000)	(69,726)	0
C0216	Waverley Park Landscaping	73,690	Contractor engaged and works commenced with completion scheduled for July 2018.	0	(12,814)	(60,876)	0
C0228	Waverley Park Water Harvesting	356,007	Project in progress and contract with contractor in place, water recycling infrastructure is progressing well and construction to be completed by September 18.	0	0	(93,060)	(262,947)
C0289	Design and Replacement of Bronte Pool Pump	149,166	Contractor engaged and works commenced (commencement delayed following community feedback) with completion scheduled for August 2018.	0	0	(149,166)	0
C0355	Seven Ways Public Domain Upgrade	96,866	Multi Year - Consultant engaged with design to be completed in 2018/19 and construction commenced (in parallel with adjacent developments).	0	(96,866)	0	0
C0358	Gibson and Brown Street Reserve	159,967	Contractor engaged and works commenced with completion scheduled for August 2018.	0	(55,041)	(104,926)	0
C0364	Verge Returfing	9,775	Contractor engaged and works commenced with completion scheduled in 2018/19	0	0	0	(9,775)
C0365	Verge Planting	32,453	RFQ process has been completed and contractor to be engaged to undertake planting at Hewlett Street in 2018/19.	0	(32,453)	0	0
C0407	Coastal Walk Fitness Upgrade	100,000	Design in progress scheduled for delivery with Marks Park project in 2018/19.	0	0	(100,000)	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
C0408	Hugh Bamford Reserve Fencing	776	Design in progress following extended community consultation for delivery in 2018/19.	0	(776)	0	0
C0409	Street Bin Replacement Program	72,234	Contractor engaged and works commenced with completion scheduled for August 2018.	0	0	(72,234)	0
C0413	Bike Plan Implementation - Old South Head Road Shared Path	117,108	Contractor engaged with works scheduled to commence in August 2018.	0	(91,363)	(25,745)	0
C0416	Stage 1 - Campbell Parade Detailed Designs (incl. North Bond	135,173	Multi Year - Consultant engaged, analysis and concept design commenced with design to be continued though 2018/19. Construction scheduled for commencement in 2019/20.	0	0	(135,173)	0
C0420	Turf, Irrigation and Small Parks Upgrades	225,296	Contractor engaged for design and construction, design in progress with construction scheduled for September 2018 commencement.	0	(119,526)	(105,770)	0
C0423	North Bondi Accessible Ramp to Wally's Pool	125,707	Consultants engaged to undertake design. Funds to be carried over to 2018/19 and considered with works required to stormwater culvert at North Bondi.	0	(87,919)	0	(37,788)
C0425	North Bondi Landscaping and Shower hub project	282,666	Contractor engaged with stage 1 completed in 2017/18 and Stage 2 scheduled to be completed in August/September 2018.	0	(1,941)	(218,617)	(62,108)
C0438	Installation of EV charging stations	54,000	Multi year - RFP is currently open to deliver this project. Budget is across both operational and project costcodes. This is a 2 - year project across 3-Councils. Contractor will be selected following evaluation by 3-Council evaluation panel.	0	0	(39,230)	(14,770)
C0442	Oxford Street Tree Planting	135,530	Consultant engaged to undertake detail design which is now complete. Tender to be issued to coordinate with timing of adjacent development in 2018/19	0	(135,530)	0	0
C0443	Strategic transport planning priority projects	114,877	Funds to be carried over to 2018/19 to fund identified projects.	0	0	0	(114,877)
C0444	Upgrade Bondi Stormwater Harvesting System, Bondi	15,000	Contractor enaged to undertake pump replacement work required within the system with work to be completed by August 18.	0	0	(15,000)	0

Carry Overs from 2017/18 to 2018/19 - detail							
Expenditure				Funding Sources			
Department	Cost Centre Description	Proposed Carry Over Value	Comments	Income to be received in 2018/19	External Restricted Reserves	Internal Restricted Reserves	2017/18 General Fund
C0474	17/18 Fpth Paul Street (E/S), Old South Head Rd To Kenilwort	26,000	Project delayed due to adjacent development, to be undertaken in 2018/19	0	(20,800)	0	(5,200)
C0502	Thomas Hogan Reserve planting	6,000	Funds to be carried over and consolidated with 2018/19 Thomas Hogan projects.	0	0	0	(6,000)
C0508	Strategic Park Design	32,216	Funds to be carried over to 2018/19 to allow designs to continue.	0	(2,455)	0	(29,761)
C0535	Bondi Creative Lighting strategy	27,654	Contractor engaged for installation of pilot project to be undertaken in August 2018.	0	0	0	(27,654)
C0537	Bondi High Mast lighting redesign	89,200	Design to be completed following completion of creative lighting strategy in 2018/19.	0	0	0	(89,200)
C0539	Bike Plan implementation	22,866	Funds to be carried over to 2018/19 to fund identified projects.	0	(8,113)	(14,753)	0
C0541	17-18 Rd Farrellys Ave, Boonara Ave To Denham St	52,218	Project delayed due to adjacent Sydney Water works, to be undertaken in 2018/19	0	0	0	(52,218)
C0546	Knowledge and Innovation Hub Project	146,250	Multi Year - Consultant engaged to undertake needs analysis and consultation, to be completed in 2018/19.	0	0	(146,250)	0
C0547	Council Accommodation & Services	141,474	Carry over required to to fund consultancy report.	0	0	(141,474)	0
C0556	Bronte Park Picnic Shelters	223,479	Multi Year - Contractor engaged and works commenced. Construction to be completed in 2018/19.	0	0	(223,479)	0
C0559	Bondi Pavilion Amenities Upgrade and Planter Removal	106,391	Multi Year - Contractor engaged and works commenced. Construction to be completed in 2018/19.	0	0	(106,391)	0
C0560	Hugh Bamford and Williams Park Plan of Management	150,000	Multi Year - Project has commenced and will be ongoing in 2018/19	0	0	0	(150,000)
E0004	Waverley Cemetery Coast Walk Restoration	1,848,178	Multi Year - Contractor engaged and works commenced in September 2017, scheduled for completion in September 2018.	0	0	(1,848,178)	0
C0558	Additional priority projects funded via grant savings	119,328	Road projects delayed and will be delivered in 2018/19	0	0	(119,328)	0
Total Capital - Projects Carry Over		11,501,840		0	(3,583,223)	(6,630,351)	(1,288,266)
Total Carry Over to 2018/19		18,732,392		(1,626,138)	(7,105,956)	(7,991,759)	(2,008,539)

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## REPORT CM/7.13/18.08



**Subject:** Unattended Boat Trailers - Amendment to Impounding Act 1993

**TRIM No:** A17/0135

**Author:** Healey Holt, Manager Health and Compliance

**Director:** Rachel Jenkin, Acting Director, Waverley Life

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### RECOMMENDATION:

That Council undertakes community consultation as outlined in this report to determine levels of support within the Local Government Area to opt in to the enforcement of unattended registered boat trailers.

#### 1. Executive Summary

The NSW State Government has amended the *Impounding Act 1993* in order to address issues experienced by councils in relation to unattended registered boat trailers.

As requested by Council in April 2018, this report provides information on the benefits and challenges of the amended legislation, the experiences of other Councils, the results of the initial consultation conducted with Combined Precincts and the proposed next steps.

This report recommends proceeding to community consultation and a draft survey and FAQs to be used in the consultation process are attached to this report.

Once a report has been submitted to Council on the outcome of the community consultation, Council could commence enforcement once suitable notification has been placed in the NSW Government Gazette, and made to residents, businesses and visitors.

#### 2. Introduction/Background

Waverley Council, along with other Councils, has lobbied the NSW State Government at various times over a number of years for legislation to be introduced to control and reduce the incidence of boat trailers parked on Council roads. In 2016, the State Government made a change to the *Impounding Act 1993* in order to address issues experienced by Councils in relation to unattended boat trailers.

New powers under the amendment have been in place since 1 October, 2016. The changes have been developed to:

- discourage long term parking of unattended registered boat trailers
- encourage the off-street storage of boat trailers
- free up on-street parking spaces for local residents.

The changes enable Councils to implement tighter management arrangements in relation to unattended registered boat trailers that may otherwise be parking lawfully on public roads. When the powers are applied, boat trailers must:

- move at least every 28 days, and

- move by passing an intersection with another road.

Before impounding a boat trailer, Council is to give notice of not less than 15 days of its intention to impound the trailer in order for the owner to arrange for its removal/relocation in accordance with the Act. Council has historically received between 80 and 100 complaints a year from the community about the nuisance caused by the parking of boat trailers in various streets throughout the LGA.

Since the introduction of the new powers, the Office of Local Government (OLG) invited the following three Councils to participate in a trial of the new measures:

- Woollahra
- Canada Bay
- Northern Beaches Council (former Pittwater LGA area only)

In addition to the above Councils, a number of other councils have now opted in to the enforcement.

### 3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council 17 April 2018	CM/8.1/18.04	That Council officers:  1. Investigate the status of councils opting in to the provisions of the Impounding Amendment (Unattended Boat Trailers) Act 2015 and progress with addressing the operational issues raised by these provisions.  2. Report back with outcomes from the above investigation, and recommendations on whether to introduce the new provisions, including results from any previous community consultation and experiences of other councils who have opted in.
Council 20 September 2011	1109.11.1	That Council investigate alternate solutions for the proliferation of boat trailer parking in Waverley and report to Council on the following:  1. Which State Legislation needs to be changed to prohibit or restrict boat trailer parking.  2. How the issue of safety can be used to lobby the RTA to restrict boat trailer parking. If any other Councils have a strategy to prevent these trailers from parking on their streets.
Council 21 April 2009	0904.10.3	That:  1. Council install No Boat Parking advisory signs on both sides of Portland Street, Dover Heights, particularly adjacent to Dudley Page Reserve, for a trial period of three months.  2. If, after the trial period, this is seen to be unsuccessful, Council Officers survey residents in Portland Street and neighbouring streets, and

		<p>consult with the Dover Heights precinct committee, with a proposal for 1P 10am – 12pm, Tue signs on the eastern side of the road and 1P, 10am – 12pm, Wed signs on the western side of the road for a trial period of three months. The outcome of this consultation is to be considered by the Waverley Traffic Committee.</p> <p>3. Council write to the RTA, the NSW Minister for Roads, State members for Coogee and Vaucluse, outlining our concerns about the negative impacts of boat and trailer parking in residential streets, and the need for regulation that would differentiate between the parking of boat trailers and other vehicles in the Waverley LGA and other coastal municipalities.</p> <p>4. Council acknowledge the right of local residents to park their boat trailer near their home, legally and safely.</p>
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#### 4. Discussion

##### ***Benefits of the amended Legislation***

- Unattended Boat trailers will no longer be able to park on the street on an unrestricted basis for unlimited periods.
- The legislation is designed to discourage boat owners who live further afield from parking their boat trailers in the Waverley LGA as they will be required to move their boat trailers after 28 days.
- It may increase parking availability for residents and visitors and improve lines of site in narrow streets and near intersections.

##### ***Challenges of the amended Legislation***

- It does not prevent boat owners from parking on public roads for less than 28 days or from moving their boat trailers and vessels down the street or back to the same location after 28 days.
- Council must issue a notice of intention to impound a boat trailer if it has not moved after 28 days. This notice must provide a further 15 days to move the boat trailer before impounding can take place. This essentially allows a boat trailer to remain in one location for about six weeks before impounding can take place.
- Regulation is labour and time intensive and requires additional administrative resources and the creation of new procedures.
- It does not address long term parking issues arising from other types of trailers such as advertising trailers, storage trailers and horse floats.

##### ***Council Enforcement Practices***

The following has been noted as pertinent in relation to commencing enforcement:

- Enforcement of the new powers can commence after the Notice is published in the NSW Government Gazette.
- The introduction of the amended legislation has no impact on other vehicle related enforcement activities that may be undertaken under the Road Rules 2014 or Impounding Act 1993.
- Boat trailers that are parked outside or close to the owner's property may or may not be considered 'unattended' for the purposes of enforcing the amendment to the Impounding Act

1993. This discussion point would be included as part of further community consultation which will help Officers make a recommendation for enforcement.

- Enforcement would be undertaken as a result of complaints to Council about specific unattended boat trailers.
- The legislation does not prevent the trailer owner from moving the trailer and putting it back in the same location, so long as it has moved by passing another intersection.
- The legislation allows for parking permits to be issued to boat trailers, however Waverley Council does not currently allow permits for any trailers (including boat trailers, box trailers, caravans etc.). This discussion point would be included as part of further community consultation which will help Officers make a recommendation.
- The period of time between the commencement of an investigation of an unattended boat trailer and the impounding of an unattended boat will be no less than 43 days (as per legislative requirements).

### ***Experience of other Councils***

Three Councils were invited by the Office of Local Government to take part in a pilot program from July 2016 to consider the effectiveness of the legislation. Those councils were:

- Woollahra
- Canada Bay
- Northern Beaches Council (former Pittwater LGA area only)

As a result of that pilot and feedback from other councils, the Office of Local Government issued Guidelines for Enforcement for Unattended Boat Trailers. These are attached to the report.

Feedback from other Councils indicates the majority of boat trailer owners move their trailers within the designated time period. There has been a limited number of boat trailers with boats on them impounded.

A number of other councils have opted into the implementation of the legislation since the pilot period. We note that our neighbouring LGA of Randwick has recently undertaken community consultation as part of considering to opt in to enforcement.

### ***Community Consultation & Next Steps***

The OLG has encouraged Councils to communicate with residents, businesses and visitors in areas where boat trailer restrictions apply. So far, officers have conducted consultation with the Combined Precincts. The feedback has indicated general support for the legislation change to be implemented across the entire LGA. However, the feedback has also acknowledged the difficulties with enforcement and that the provisions do not go far enough to prevent an ongoing concern.

In light of the feedback, Council wrote to the relevant Minister to express these concerns. The response from the Minister did not indicate there would be any immediate changes. Relevant correspondence is attached.

In reviewing the above information, Officers recommended that Council conducts a community consultation process to seek further feedback on the following:

- Level of support for Council to opt in to enforcement of the legislation
- (if Council opts in) Should the whole of the LGA should be designated for enforcement or just identified streets
- (if Council opts in) How to determine if a boat is 'unattended' for the purposes of enforcement
- (if Council opts in) Whether a parking permit be allowed for boat trailers

A draft survey and FAQ to be used in the consultation process are attached to this report.

It is proposed that the following community consultation strategy be implemented to provide an opportunity for residents, businesses and visitors to give feedback:

- Further communication with Waverley Council Precinct Committees
- “Have your Say” survey on Council’s website
- Promotion on Council’s social media and website
- Targeted communication with residents who have previously conducted Council on this issue
- Mayoral Column

Community consultation is expected to commence in late August and run for a period of 28 days.

A report on the outcome of the community consultation would then be presented to Council which will include a recommendation on whether or not to opt in to enforcement of the legislation.

## **5. Financial impact statement/Timeframe/Consultation**

### **Financial impact**

Enforcement can commence with the use of existing enforcement and administrative resources, with an assessment of resource requirements to be made after a 12 month period.

### **Timeframe**

Community consultation is expected to commence in late August and run for a period of 28 days.

A report on the outcome of the community consultation would then be presented to Council which will include a recommendation on whether or not to opt in to enforcement of the legislation.

It is anticipated that the enforcement process could be implemented two to four weeks from the Notice being placed in the NSW Government Gazette.

### **Consultation**

As per the above section in the report.

## **6. Conclusion**

Given the community’s strong concern regarding boat trailers occupying valuable on-street parking spaces and Council’s long standing position on reducing boat trailers, it is recommended that Council commence a process of community consultation to help finalise Council’s approach to the implementation of the recently introduced legislation.

## **7. Attachments**

1. Impounding Act - OLG Boat Trailer Guidelines - November 2017 [↓](#)
2. Letter to the Hon Melinda Pavey - Changes to Impounding Act - Boat Trailers [↓](#)
3. Correspondence from the Office of the Hon. Gabrielle Upton MP [↓](#)
4. DRAFT FAQs on Boat Trailer Parking [↓](#)
5. DRAFT Boat Parking Survey [↓](#) .



Office of  
Local Government

*Impounding Act 1993*

## **BOAT TRAILER IMPOUNDING GUIDELINES FOR COUNCILS**



**DECEMBER 2017**

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ISBN: 978-1-922001-69-6

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## 1. INTRODUCTION

### 1.1 What this Guideline is about

- 1.1.1. This Guideline provides information for authorised impounding officers about the exercise of functions under the *Impounding Act 1993* (the Act) with respect to the enforcement of provisions relating to the impounding of unattended boat trailers (section 15A).
- 1.1.2. This version incorporates amendments made to the Act by the *Impounding Amendment (Unattended Boat Trailers) Act 2015*. [Council circular 16-09](#) provides more information about the changes.

### 1.2 Who this Guideline is for

- 1.2.1. This Guideline is for persons authorised as impounding officers under the Act. An impounding officer means a person appointed by an impounding authority to exercise the powers of an impounding officer.
- 1.2.2. The Act prescribes the following impounding authorities:
- a council,
  - the Minister administering the *Forestry Act 2012*,
  - the Minister administering the *Ports and Maritime Administration Act 1995*,
  - the Chief Executive of the Office of Environment and Heritage,
  - the Minister administering the *Crown Lands Act 1989*,
  - the Rail Corporation New South Wales,
  - Roads and Maritime Services,
  - the Regulatory Authority within the meaning of the *Water NSW Act 2014*,
  - the Western Lands Commissioner,
  - the Centennial Park and Moore Park Trust,
  - Local Land Services,
  - the Sydney Harbour Foreshore Authority,
  - the Sydney Olympic Park Authority,
  - the Western Sydney Parklands Trust,
  - a public or local authority prescribed by the regulations as an impounding authority for a particular place or class of places.

### 1.3 What this Guideline doesn't do

- 1.3.1 This Guideline does not provide legal advice and it is not intended to be an exhaustive statement of impounding law. It is also not a substitute for reading the provisions of the impounding legislation.
- 1.3.2 If impounding officers have any concerns, they should seek advice from a supervisor/manager or other appropriate officer of the impounding authority or, in some cases, be guided by independent legal advice.

- 1.3.3 The Office of Local Government (OLG) sets the policy and legislative framework within which impounding authorities manage their impounding responsibilities with respect to boat trailers. However, it cannot provide legal advice to impounding authorities and doesn't generally give advice to impounding officers on specific incidents or circumstances.

## 2. ENACTING THE LEGISLATIVE POWERS

### 2.1 Legislative requirements

#### 2.1.1 Section 15A (1) of the Act states that a:

**declared area** in relation to an impounding officer's area of operations, means the whole or any part of that area that is declared by the impounding authority that has appointed the officer, by order published in the Gazette, to be a declared area for the purposes of this section in relation to the officer

### 2.2 Overview of the declaration process

#### 2.2.1 Council will need to:

- a) Ensure it has undertaken an appropriate level of community consultation regarding the introduction of the powers (to inform council's decision whether or not to adopt the powers).
- b) If it chooses to proceed, adopt a resolution to Gazette the powers. The resolution will need to specify the area where the powers will apply (including a map) and give the Council's General Manager the power to make the order in the Gazette (see "Resolution" section below).
- c) Arrange for the Order to be published in the NSW Government Gazette (see "Gazetted" section below) and continue to promote the commencement of the powers to local residents and boaters.
- d) Provide a description of the declared area and an electronic copy of the map to OLG for inclusion on the Boat Trailers webpage: [www.olg.nsw.gov.au/boattrailers](http://www.olg.nsw.gov.au/boattrailers)
- e) Commence enforcement on the day that the Order is published, bearing in mind that the 28 day period for the boat trailer to not move (which can trigger the enforcement process) is NOT retrospective under the legislation.

### 2.3 Consultation prior to gazetting

#### 2.3.1 Prior to gazetting declared areas impounding authorities should undertake community consultation in relation to the areas intended to be declared.

#### 2.3.2 At a minimum, this should involve:

- a) Clearly communicating the powers available to impounding authorities to impound boat trailers, including the circumstances in which impounding can occur, and the appropriate timeframes for notification, holding of impounded items etc.
- b) A clear description of the areas which the impounding authority intends to declare for the purposes of enforcing boat trailer impounding powers. As a matter of good practice, this should include a map of the proposed declared

areas, particularly in cases where specific streets or areas within a local government area are proposed to be declared.

- c) Complying with the relevant public notice principles of the *Local Government Act 1993* (ie: 28 day minimum public notice period).

2.3.3 For further information about Community Engagement methods see:

<https://www.olg.nsw.gov.au/councils/integrated-planning-and-reporting/development-and-support/community-engagement>

## **2.4 Resolution of council and map**

2.4.1 Council should use the following wording in its report:

*It is recommended that:*

1. By Order of the Council made by this resolution the area described in the report [identify with pin point reference to item in the report] be, on and from [insert date that the area is to become a declared area], a declared area for the purposes of section 15A(1) of the Impounding Act 1993.

2. The General Manager arrange for the publication of this Order in the Gazette and for the Order to contain details of the area declared.

2.4.2 Council should include a map in the relevant council report, which clearly depicts the proposed declared area.

2.4.3 Examples of declared area maps can be found on the OLG Boat Trailer webpage: [www.olg.nsw.gov.au/boattrailers](http://www.olg.nsw.gov.au/boattrailers)

2.4.4 Maps of this nature can be sourced from Spatial Client Services unit of the Land and Property Information. For further information visit: <http://www.lpi.nsw.gov.au/> or call 1300 052 637.

2.4.5 Councils should ensure that the relevant report to council also outlines the consultation that council has undertaken with the local community on the issue.

## **2.5 Gazettal process**

2.5.1 The Gazette Order should take the form of the Order template, which is included at Annexure 1 of this guideline. An editable version of the template is available for download at the OLG Boat Trailer Parking webpage.

2.5.2 The Gazette Order should be accompanied by a map which clearly indicates the boundary of the declared area. Examples of maps can be found on the OLG Boat Trailer webpage.

2.5.3 In order to organise the publication of the Order in the NSW Government Gazette, the impounding authority should follow the process set out on the Gazette webpage [http://www.legislation.nsw.gov.au/Gazettal\\_IS.pdf](http://www.legislation.nsw.gov.au/Gazettal_IS.pdf)

**2.6 Publication on council website**

- 2.6.1 Declared areas, once gazetted, should be clearly publicised on the Council's website. This should include a map of the declared areas.

**2.7 Notification to Office of Local Government (OLG)**

- 2.7.1 Impounding authorities must also notify OLG of the details of their declared areas, to ensure that these are captured on the centralised boat trailer impounding webpage.
- 2.7.2 Such notification should be made, in writing to [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) and marked to the attention of the Policy Team.

**2.8 Boat Trailer Impounding Policies**

- 2.8.1 All impounding authorities opting-in to utilise boat trailer impounding powers should have in place a publicly available boat trailer policy.
- 2.8.2 A Boat Trailer Impounding Policy should address, at a minimum:
- a. An overview of the powers available to the impounding authority under the legislation, including an explanation of the requirements for moving a boat trailer as set out in the legislation (see section 3 of this guideline),
  - b. An overview of the areas in which the impounding authority will enforce the powers (ie: a description of the declared areas, including a map),
  - c. The nature of the enforcement approach that the impounding authority will take (ie: whether enforcement will be based on complaints etc.),
  - d. An overview of the procedures which impounding officers will use when undertaking enforcement action (see section 4 of this Guideline).
- 2.8.3 In drafting local boat trailer impounding policies, councils should also take into consideration the *Boat Trailer Impounding Enforcement Principles* contained at Annexure 2 of this guideline.
- 2.8.4 The policy should be reviewed by the impounding authority from time to time.

**2.9 Signage**

- 2.9.1 While there are no specific signage requirements under the *Impounding Act 1993*, prior to the commencement of a new declared area, the impounding authority should consider the use of temporary signage advising of the impending commencement of the new powers.
- 2.9.2 After an area has been declared, impounding authorities should also consider the placement of permanent signage.

- a. In case where the entire local government area (LGA) has been Gazetted as a declared area, signage should be placed at boat ramps as a promotional measure.
  - b. In case where specific parts of the LGA have been Gazetted as a declared area (eg: a small number of streets within an LGA, or parts of a particular street), signage should be placed at:
    - i. the outer limits of the declared area (eg: in the case where a whole local government area is a declared area, at the boundaries of adjoining local government areas),
    - ii. the site of specific known high boat trailer use areas within in the declare area, and
    - iii. other suitable intervals within the declared area.
- 2.9.3 It is recommended that signs use consistent, easily recognisable symbols and include a map of the declared area.
- 2.9.4 Graphic representation on signs is an option. The International Organisation for Standardisation (ISO) provides advice on methods that can be used to create different types of prohibition signs (ISO 7010-2003 Safety Signs used in Workplaces and Public Areas). This can be read with ISO 3864-3:2012 (Design Principles for Graphical Symbols for use in Safety Signs) which is used to ensure symbols and signs have the intended meaning and can be comprehended by persons as they enter the area the sign applies to. The Standard provides sizing requirements and font sizes for letters used in symbols.
- 2.9.5 Impounding authorities are encouraged to utilise symbols on their signage which don't rely on high levels of literacy.
- 2.9.6 In cases where specific areas have been declared (eg: a small number of streets within an LGA, or parts of a particular street), the councils may also wish to consider the use of Roads and Maritime Services (RMS) *No Parking – Motor Vehicles Less than 4.5 t GVM* signage. However, such signage must be established in line with the *Guide to the Delegation to councils for the regulation of traffic – including the operation of Local Traffic Committees*, a copy of which can be downloaded at: [http://www.rms.nsw.gov.au/business-industry/partners-suppliers/documents/technical-manuals/ltcguidev13\\_i.pdf](http://www.rms.nsw.gov.au/business-industry/partners-suppliers/documents/technical-manuals/ltcguidev13_i.pdf)

### 3. WHEN A BOAT TRAILER IS CONSIDERED TO HAVE BEEN MOVED

#### 3.1.1 Section 15A (2) of the Act states that:

An impounding officer may impound a boat trailer in the officer's area of operations if the officer believes on reasonable grounds that the boat trailer is in a declared area and has not been moved for at least 28 days (or such other period as is specified by the regulations).

#### 3.1.2 Section 15A (3) of the Act states that:

A boat trailer that is on a road is not moved for the purposes of this section if it is only moved along the same road and without passing an intersection with another road. An intersection with a road related area is to be disregarded for the purposes of this subsection unless it is related to a different road.

#### 3.1.3 It is ultimately a matter for impounding officers to satisfy themselves that a boat trailer has not moved, in accordance with the legislative requirements, before taking any appropriate action. However, in doing so, impounding officers may wish to consider the comments made during the Parliamentary debate when the relevant provisions were introduced to the Impounding Amendment (Unattended Boat Trailers) Bill 2015.

*"...the Bill now provides that in order for a boat trailer that is parked on a road to be considered to have been moved, the trailer must have been shifted from one road to another or, at least along the same road and past an intersection with another road. This again will promote greater turnover in boat trailer parking and will put beyond doubt that merely moving a boat trailer a metre or so will not enable a boat trailer owner to circumvent this new legislative scheme".<sup>1</sup>*

#### 3.1.4 Impounding Authorities should continue to rely on existing enforcement techniques to determine how long a vehicle has been parked in the same place. These include marking tyres, measuring whether the position of a valve stem on a tyre has moved, taking photos from multiple angles and, where available, CCTV. Over long periods, rubbish and leaves may also accumulate near tyres.

#### 3.1.4 Impounding authorities may wish to seek legal advice if further clarification is required.

<sup>1</sup> The Hon Paul Toole MP (then Minister for Local Government) speaking to the introduced amendments on in the Legislative Assembly on 16 September 2015:  
<https://www.parliament.nsw.gov.au/Hansard/Pages/HansardResult.aspx#/docid/HANSARD-1323879322-67502>

#### 4. IDENTIFYING AND NOTIFYING OWNERS

##### 4.1 Minimum standards for owner identification when a boat is attached to a boat trailer

4.1.1 When undertaking enforcement action involving the potential impounding of a boat that is attached to a boat trailer, impounding authorities are reminded to take into consideration:

- a. that the owner of the vessel may differ to the owner of the boat trailer - attempts should therefore be made to identify the owner of both the trailer and the vessel before impounding action is taken,
- b. the vessel is likely to be significantly more valuable than that of the boat trailer, and therefore there is likely to be significantly higher expectation from boat owners as to the appropriate handling and care taken by impounding officers when undertaking enforcement action involving vessels.

4.1.2 As a guide to the minimum standards for identifying **both** boat trailer and boat owners prior to any impounding action being taken, it is recommended that the special procedures for impounding of motor vehicles, as set out in section 16 of the Act (as set out below) be taken into consideration by impounding officers:

##### **Section 16 special procedures for impounding of motor vehicles**

- (1) An impounding officer must make all reasonable inquiries in an effort to find the name and address of the owner of a motor vehicle before the officer impounds the vehicle.
- (2) If the impounding officer's inquiries fail to reveal the name and address of the owner, the officer may proceed to impound the vehicle.
- (3) If the impounding officer's inquiries do reveal the name and address of the owner, the officer is not to impound the vehicle until notice of the proposed impounding has been given to the owner and the period specified in the notice has elapsed.
- (4) *N/A- Does not apply to boat trailers and boats.*
- (5) A motor vehicle may be impounded immediately (without following the procedures in this section) if the vehicle is in a public place and the impounding officer is satisfied on reasonable grounds that its immediate removal is justified because it is causing an obstruction to traffic (vehicular or pedestrian) or is likely to be a danger to the public.

4.1.3 In addition to making appropriate efforts to contact the owners of both the boat trailer and the boat in question, it is recommended that impounding officers put a visible notice of intention to impound sticker on the boat trailer as soon as possible after the expiry of the 28 period.

## **4.2 Identifying boat trailer owners**

- 4.2.1 Council rangers currently have a number of options under the Act, and in partnership with RMS, to identify a registered owner, impound vehicles and issue penalty notices for unregistered vehicles. These options include the ability to:
- Send a licence holder inquiry form to RMS to check registration details, including contact details for the registered owner of a vehicle that may have been abandoned.
  - Access the online DRIVES 24 database that contains registration information, under an agreement with RMS.
  - Attend a RMS office to obtain the information.
  - Impound the vehicle if the owner is unable to be found under section 16 (2) of the Impounding Act and that the impounding officer has made all reasonable attempts to identify the registered owner, section 16 (1).
- 4.2.2 Council rangers are encouraged to contact their nearest RMS centre if they require information about accessing the DRIVES 24 database or the licence holder inquiry form.

## **4.3 Identifying boat owners**

- 4.3.1 RMS has implemented a system to give council rangers access to boat owner details (on application) within 2 days.
- 4.3.2 The RMS request application form is available for download on the OLG Boat Trailer webpage:  
<http://www.olg.nsw.gov.au/sites/default/files/RMS%20Form%20%E2%80%93%20Request%20for%20Boat%20Registration%20Information%20by%20Local%20Councils.pdf>

## **4.4 Seasonal consideration**

- 4.4.1 When enforcement action is being undertaken in non-peak boating periods, consideration should be given to the need for additional notification time for boat trailer and boat owners who cannot be contacted.

## **5. OTHER CONSIDERATIONS**

### **5.1 Impounding fees**

5.1.1 Each council is authorised to set its own fees, so they will vary from council to council. The fee that an owner will have to pay to obtain the release of a vehicle will generally comprise the following components:

- a) an impounding fee,
- b) a towing fee (this is generally calculated on the distance that the vehicle has to be towed to reach the pound),
- c) a storage fee (calculated on a daily basis), and
- d) a release fee.

5.1.2 Any such fees levied by councils should be done so in a fair and transparent way. The *Local Government Act 1993* requires each council to set fees and charges through its annual budgeting process, which includes a mandatory public notification period.

### **5.2 Residential Parking Permits**

5.2.1 The RMS Permit Parking Policy provides councils discretion to issue residential parking permits to residents with boat trailers.

5.2.2 If a resident's parking scheme applies on a street within a declared area, and the boat-owner qualifies for an official resident's parking permit for the boat trailer, then the impounding provisions do not apply provided the owner displays an official resident's parking permit on the trailer.

5.2.3 It is ultimately a matter for each council to determine whether it is appropriate to introduce such a scheme (or amend an existing scheme to include boat trailers), in line with the RMS Resident Parking Scheme guidelines. While councils are encouraged to implement such schemes where appropriate, neither the OLG or Minister for Local Government can direct councils to do so.

First date of issue: December 2017

Current version: December 2017

## ANNEXURE 1: GAZETTE ORDER TEMPLATE

**Note:** An editable version of which is available for download at the OLG Boat Trailer Parking webpage

### IMPOUNDING ACT 1993

#### Boat Trailer Impounding Area Order

Under the provisions of section 15A (1) of the *Impounding Act 1993* (NSW), the following areas are declared for the purposes of boat trailer impounding.

#### **Add Description**

**Append Map** (see section 2.4 of this guideline for further information re mapping)

Dated this (DATE) day of (MONTH) (YEAR)

NAME, GENERAL MANAGER, COUNCIL

## **ANNEXURE 2: BOAT TRAILER IMPOUNDING ENFORCEMENT PRINCIPLES**

While not limiting the discretion of impounding officers when enforcing the legislation, the following principles should guide enforcement action taken by impounding officers:

- Enforcement action should be prioritised in the case of boat trailers that:
  - pose a specific amenity, safety or visual pollution issue; or
  - are a source of legitimate complaint from residents (either before or after the commencement of the pilot).
- When undertaking enforcement action involving the potential impounding of a boat that is attached to a boat trailer, pilot councils will take into consideration:
  - that the owner of the vessel may differ to the owner of the boat trailer, and make appropriate efforts to identify the owner of both the trailer and the vessel before impounding action is taken, and
  - the need for the appropriate handling and care of the boat by impounding officers or their contracted impounding agents.
- Councils should appropriately communicate their powers to boat owners and residents (e.g. through the distribution of communications material produced by the Office of Local Government, and through other measures such as temporary signage in high boat trailer usage areas).
- Any council commencing with the boat trailer impounding powers in the non-boating season (ie: April to September), should take into consideration the potential impact this may have on the ability of boat trailer/boat owners to be informed of impending enforcement action and take appropriate measures to address this (e.g. by making exhaustive efforts to contact the owner of the trailer and/or boat in question, and by placing notice of intention to impound stickers on a vessel as early as possible in the enforcement process).



Office of the Mayor

Our Ref: A17/0135

6 November 2017

The Hon. Melinda Pavey MP  
Minister for Roads, Maritime and Freight  
GPO Box 5341  
SYDNEY NSW 2001

**Re: Changes to the Impounding Act in relation to Boat Trailers**

Dear Minister

I write to you in relation to the recent amendment to the Impounding Act 1993 (the Act) that introduced Section 15A – Impounding Boat Trailers. I understand this section was introduced to assist Councils with managing boat trailer parking on residential streets and to encourage the use of off-street storage.

Council appreciates the time and effort that has gone into the changes in order to assist us in our approach to improving safety and amenity throughout the Local Government Area.

I understand that Councils are to give due consideration to the legislation changes and to appropriately consult with the community before choosing to 'opt in' to participate in the enforcement of the legislation. I further understand that three Councils have participated in a pilot enforcement period and that the pilot participants were to provide feedback to the Office of Local Government.

Having had time to appropriately review the amendment to the Act; communicate with pilot participant Councils; and, consult with the community, we have identified a number of areas of concern in relation to the changes.



**Waverley Council Chambers**  
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Bondi Junction 2022

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**Office of the Mayor**

In order to make informed decisions that best serve our community, we seek clarity from you on the following points and queries:

1. The term 'moved' is used in the legislation. I understand that the intent of the legislation is for vehicles to move to another location but the legislation is written in such a way - clause 15A(3) - that it does not prevent a boat trailer from returning to the exact same location or the same length of road once it has passed through an intersection.
  - Can you please clarify if the vehicle should be considered 'moved' if it has travelled through an intersection as described in Section 15A but returns to either the exact same location or the same length of road before it moved through the intersection?
  - Although there are processes to assist Council Rangers in determining if a boat trailer has moved from its original location e.g. using valve stemming or chalking measures, we ask how you would envisage Council Rangers can determine if a boat trailer has 'moved' through an intersection, particularly if it then returns to the exact same location or same length of road in which it was previously parked?
  - Depending on your response, is it intended to update the legislation to provide greater clarity and certainty?
2. Section 15 of the Act makes reference to the term 'unattended' in determining if an article can be impounded. The definition for this term in the dictionary for the Act relates to animals. Can you please define the term 'unattended' in relation to boat trailers for us? The term 'unattended' would have particular importance when determining if a boat trailer is to be impounded or not. For example, if a boat trailer is parked directly outside, or in close proximity to, the registered owner's home, could the vehicle be determined as 'unattended', and if so, in what circumstances? We note that resident parking schemes allow for the use of parking permits for boat trailers, however, problem boat trailers have historically parked in unrestricted streets where resident parking permit schemes and time restrictions do not apply.
3. I understand that the Councils that participated in the pilot have indicated that the 28 day parking period and the 15 day notice period are too long to be efficient, and, that the associated management, monitoring and administration is costly and a drain on existing resources. Waverley Council concurs with this assessment of the time periods and the resulting human resource implications. It is our considered view that a penalty notice offence related to the 28 day parking period would:



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Office of the Mayor

- Encourage trailer owners to comply with the 28 day parking period by acting as an additional significant deterrent.
- Alleviate the time, cost and resources associated with impounding on some occasions by providing a more immediate response.
- Provide a cost recovery mechanism for the time and resources used when impounding is required.
- Contribute overall to a more effective management of the boat trailer parking issue.

In consideration of the above points, and feedback from Councils that participated in the pilot, can you please advise if the introduction of a penalty notice offence is to be, or can be, introduced?

- 4 The Office of Local Government has publicly stated that they will review the pilot process in conjunction with pilot councils, and issue guidelines for councils. Can you please advise when it is intended to make available the review assessment report to Councils, update the legislation following feedback and the review, and distribute the guidelines to Councils?

Waverley Council aims to effectively serve residents through the appropriate management and allocation of resources. In order to best provide services to our community in relation to boat trailer parking issues, I respectfully seek your assistance with the above questions.

I look forward to hearing from you in due course. A copy of this letter has also been sent to the Honourable Gabrielle Upton, Member for Vacluse and the Honourable Bruce Notley-Smith, Member for Coogee.

Yours sincerely

A handwritten signature in black ink, appearing to read "John Wakefield".

John Wakefield  
Mayor of Waverley

c.c. The Hon. Gabrielle Upton MP, Member for Vacluse, Minister for the Environment,  
Minister for Local Government and Minister for Heritage  
Bruce Notley – Smith MP, Member for Coogee



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**The Hon. Gabrielle Upton MP**  
Minister for the Environment  
Minister for Local Government  
Minister for Heritage

Ref: A17/0135  
Doc ID: A571440

Clr John Wakefield  
Mayor  
Waverley Council  
PO Box 9  
BONDI JUNCTION NSW 1355

By email: [john.wakefield@waverley.nsw.gov.au](mailto:john.wakefield@waverley.nsw.gov.au)

Dear Clr Wakefield

I am writing regarding the implementation of unattended boat trailer provisions under the *Impounding Act 1993*, further to my previous response to you on this matter dated 1 December 2017 (attached).

As you are aware, the Office of Local Government (OLG) issued *Boat Trailer Impounding Guidelines for Councils* in December 2017, which better clarify the intent of the legislation. The Guidelines, together with other important information, are available on the OLG boat trailer webpage at: <http://www.olg.nsw.gov.au/boattrailers>.

I am pleased to advise that councils who have participated in the boat trailer pilot evaluation have reported a number of benefits of the program.

I note that Waverley Council has recently asked its officers to investigate how well the unattended boat trailer provisions are being implemented by other councils who have opted in to the legislation, including how they are addressing the operational issues you have raised. I understand that Waverley Council will receive a report and recommendations on this matter shortly and I look forward to hearing of the decision that Council makes in relation to this matter.

You may also be interested to know that Randwick City Council is consulting until 24 July 2018 on a proposal to introduce new boat trailer parking restrictions across its council area.

At my request, Ms Melissa Gibbs from the Office of Local Government is available on (02) 4428 4100 or [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) should you have any further enquiries.

Yours sincerely

  
**Gabrielle Upton MP**  
Minister for the Environment  
Minister for Local Government  
Minister for Heritage

**Attachment** 27.7.18

GPO Box 5341 Sydney NSW 2001 ■ P: (02) 8574 6107 ■ F: (02) 9339 5546 ■ E: [www.nsw.gov.au/ministerupton](http://www.nsw.gov.au/ministerupton)



**The Hon. Gabrielle Upton MP**  
Minister for the Environment  
Minister for Local Government  
Minister for Heritage

Ref: A17/0135  
Doc ID: A571440

Clr John Wakefield  
Mayor  
Waverley Council  
PO Box 9  
BONDI JUNCTION NSW 1355

By email: [john.wakefield@waverley.nsw.gov.au](mailto:john.wakefield@waverley.nsw.gov.au)

Dear Clr Wakefield *John*

I am writing in response to your letter of 6 November 2017 to the Minister for Roads, Maritime and Freight, the Hon. Melinda Pavey MP, about Waverley Councils' powers of the *Impounding Act 1993* in relation to boat trailers. Minister Pavey has forwarded your letter to me as this legislation falls within my portfolio responsibilities as Minister for Local Government.

I have noted the issues you have raised about the enforcement of the boat trailer impounding powers and I can confirm that an evaluation of the 2016 pilot program has been conducted by the Office of Local Government (OLG).

The evaluation, which included a survey of the pilot councils, indicated that the powers have allowed councils to take action against long-term, legally parked boat trailers. The councils also reported that the legislation has provided them with the opportunity to educate boat owners about the impact of long-term boat trailer parking in residential streets.

However, the survey also highlighted a number of concerns of the pilot councils, consistent with those you have raised. OLG held workshops to discuss these issues, at which all stakeholders expressed a desire for further guidance to be issued by OLG to address a number of concerns about the legislation. OLG responded by developing key enforcement principles which the pilot councils agreed to adhere to during the pilot process. The principles were promoted to councils and members of the public by way of OLG's boat trailer webpage, which remains an important source of information about the issue [www.olg.nsw.gov.au/boattrailers](http://www.olg.nsw.gov.au/boattrailers).

In the evaluation survey process, the pilot councils again requested that OLG issue guidelines to clarify key aspects of the legislation, especially with respect to definition of movement contained in section 15A(3) of the Act.

I can confirm that OLG will issue guidelines to councils, which will make clear the intent of this section of the legislation. The guidelines will reiterate a key point made in the

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2015 Parliamentary process, that in order for a boat trailer to be considered to have been moved, the trailer must have been relocated from one road to another, or at least along the same road and past an intersection with another road. The guidelines will also make clear that the legislation is designed to promote greater turnover in boat trailer parking and that merely moving a boat trailer a short distance is not sufficient.

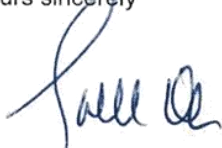
However, the guidelines will also reiterate that it is ultimately a matter for impounding officers to satisfy themselves that a boat trailer has not moved, in accordance with the legislative requirements, before taking any action.

The guidelines will discuss the mechanisms available to impounding officers to determine whether a boat trailer has moved and to determine how long a vehicle has been parked in the same place. These include marking tyres, measuring whether the position of a valve stem on a tyre has moved, taking photos from multiple angles and, where available, used of CCTV. Over long periods, rubbish and leaves may also accumulate near tyres.

I have also noted your request for the Government to amend the legislation to introduce a penalty infringement notice, include a revised definition of the term "unattended" with respect to boat trailers, and to reduce the time period before which councils may impound a boat trailer. While the Government does not intend to amend the legislation at this point in time, I am considering changes to the timeframes to facilitate earlier enforcement. I have also asked OLG to further review the provisions after July 2019, to allow councils to consider the forthcoming guidelines and reflect them in their enforcement policies and procedures.

At my request, Ms Melissa Gibbs from the Office of Local Government is available on (02) 4428 4100 or [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) should you have any further enquiries.

Yours sincerely



**Gabrielle Upton MP**  
Minister for the Environment  
Minister for Local Government  
Minister for Heritage

1 - 12 - 17

CC: The Hon Melinda Pavey MP, Minister for Roads, Maritime and Freight

CC: Bruce Notley-Smith MP, Member for Coogee

## FAQs

### **What is the process for Council implementing the new boat trailer laws?**

- The new laws do not automatically apply in every part of NSW. Councils are required to consult with their community and then determine whether or not to enforce the new boat trailer parking laws.
- Following the consultation period, a report will be submitted to Council. The report will advise Council on the consultation outcomes to assist in its determination to implement the provisions of the new act.
- If the Council formally adopts the position to implement the Boat Trailer Law changes, the Council will place a notice in the NSW Government Gazette announcing the whole (or part) of the Waverley LGA gazetted as a "Declared Area" for the purposes of the Impounding Amendment (Unattended Boat Trailers) Act 2015.
- Once this has been gazetted, a Public Notice Period will be provided prior to implementation.
- If the new Boat Laws are implemented in the Waverley LGA, the Council would be able to commence the process to ensure that boats trailers parked in the same spot for more than 28 days are moved.

### **What is a boat trailer?**

A Boat trailer is a trailer constructed for, or used for, the conveyance of a boat and includes any boat (including any article that is secured to or in such a boat) or other article mounted on such a trailer at the time it is impounded.

### **How will the new laws affect owners of boat trailers?**

If the new laws are applied, in line with the Impounding Amendment (Unattended Boat Trailers) Act 2015, boat trailers can be parked on the road, but must:

- a) "move at least every 28 days (or other such period as is specified by the regulations)" if the boat trailer is parked in a Declared Area;
- b) "move from the parked location by "passing an intersection with another road".

### **What would Council do if a boat trailer was parked in the same spot in a residential area for more than 28 days?**

Council would investigate the matter, attempt to make contact with the owner, advise the owner of the Boat Trailer Laws and request the trailer be moved from its position within 15 days to another location. If it is not moved Council has the power to impound the boat trailer.

### **How will Council monitor the boat trailers?**

With regard to this legislation, Council would only monitor boat trailers in residential or other built up areas if they have been reported to Council as being in breach of the law. Council Rangers are responsible for enforcing the act.

DRAFT

#### Questions for Have Your Say Boat Parking

Parking your boat trailer on a local street is convenient. However, some owners leave their boat trailers unattended in streets for extended periods of time – and this can have a negative impact on neighbourhoods and the community at large. The State Government has introduced legislation that allows NSW councils to 'opt-in' to have the authority to impound boat trailers (and the boats they carry) if they have been parked on residential streets without moving for a period of time.

This law does not automatically apply and Waverley is considering introducing this change.

#### **What is the current situation?**

Waverley Council has limited parking space for residents including for those who need to park their boats. One of our neighbouring councils has opted-in to the legislation which may have led to some boat owners parking their boat trailers in the Waverley LGA. We believe it is Council's responsibility to provide fair and accessible parking for all.

At present, parking permits are not issued to boats trailers within Waverley Council and therefore boat trailers cannot be parked on the roadside within a residential parking scheme area. If parking permits were to be issued to boat trailers this would allow them to be parked within some current residential parking scheme areas. This would free up some parking areas and residents may be able to park their boats closer to their homes but this could take up other valuable car parking.

#### **What will change?**

Boat trailer owners will no longer be able to park their registered boat trailers on streets within Waverley Council for an indefinite period of time.

The new legislation however, does not allow Council to fine the owners of the boat trailers with a parking fine the same way they are issued to a car for not moving within a certain period of time.

Anyone will be able to make a complaint to Council if a boat trailer has not moved. Once Council has been notified, the boat/trailer will be monitored to establish if it has been moved within 28 days. If it hasn't, a notice will be issued to the registered owner of Council's intention to impound the boat trailer after 15 days. If the boat trailer is not moved after the notification period it will be deemed to be 'unattended' and impounded as soon as possible.

The new legislation deems that a boat trailer has not been moved if it has only moved along the same road without passing an intersection with another road.

This legislation only covers boat trailers with or without a boat and not any other trailers or vehicles. As long as they are parked legally, advertising trailers, box trailers and caravans are not subject to this legislation.

#### **How will it work?**

Once a complaint has been received, Council must first investigate to confirm if the boat is registered.

- If the boat trailer is unregistered, Council will attempt to make contact with the last known registered owner prior to impounding.
- If the boat trailer is registered, Council will record the current location of the boat trailer. If after 28 days, the boat has not moved, Council will provide the owner with 15 days' notice of

its intention to impound the boat trailer. This essentially, gives the owner six weeks to move the boat trailer. If it is not moved it will be deemed 'unattended' and impounded as soon as possible.

Please note: If the registered owner of the boat trailer is not the same person as the registered owner of the boat then attempts must be made to notify both owners.

If Council chooses to introduce the new legislation, it will need to decide whether it applies to all areas of Waverley or only to certain streets. Feedback from other Councils has indicated that boat trailers are moved to areas where the legislation is not being implemented.

1. Do you want Waverley council to opt-in to the NSW boat parking trailer laws that restricts residents from parking boat trailers in one spot for more than 28 days?  
Yes  
No
2. Do you think the Legislation should apply throughout all of Waverley?  
Yes  
No  
If you think it should only apply in certain areas, where do you think it should apply?
3. Do you support the introduction of parking permits for boat trailers?  
Yes  
No
4. The legislation allows Councils to define when a boat trailer is unattended. There are a number of options Council is considering to describe whether or not a boat trailer is attended. For example: if a boat trailer is parked immediately outside the owners' home the boat trailer could be deemed to be 'attended' and will not be subject to the legislation.

The below options to define 'attended' are being considered, please indicate your support for one of the following:

- a. Parked immediately outside, but not opposite the owner's home
- b. Parked on the same street as the owner's home
- c. Parked within the same suburb as the owner's home
- d. Parked anywhere within the Waverley LGA

## REPORT CM/7.14/18.08



**Subject:** Investment Portfolio Report - July 2018

**TRIM No:** A03/2211

**Author:** Sid Ali, Revenue Coordinator  
Teena Su, Executive Manager, Financial Waverley

**Director:** Ross McLeod, General Manager

### RECOMMENDATION:

That Council:

1. Receives and notes the Investment Summary Report for July 2018 attached to this report.
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.

#### 1. Executive Summary

For the month of July 2018, Council's Investment Portfolio generated \$370,830 of interest.

The interest on investment budget for the 2018/19 financial year was adopted by Council at June 19, 2018 Council meeting and was set at \$3,974,000.

The interest income for the year to date figure as at 31 July 2018 is tracking at 9.33% (\$370,830) of the Current Budget.

#### 2. Introduction/Background

Clause 212 of the *Local Government (General) Regulation* requires that Council be provided with a written report setting out details of all money that the Council has invested under section 625 of the *Local Government Act 1993* and certifying that these investments have been made in accordance with the Act, regulations, Ministerial Investment Orders and Council's Investment Policy.

The following table illustrates the monthly interest income received by Council and how this tracks against the Budget:

Month	2018/19	Actual	Actual	Tracking YTD Original Budget %
	Budget	Monthly	YTD	
	\$	\$	\$	
July	3,974,000	370,830	370,830	9.33%

### 3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 17 July 2018	CM/7.5/18.07	That Council: <ol style="list-style-type: none"> <li>1. Receives and notes this report.</li> <li>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.</li> </ol>

### 4. Discussion

For the month of July 2018, Council's cash investment portfolio generated interest earnings of \$370,830 or 9.33% of the Current Budget of \$3,974,000.

Council's investment portfolio posted a return of 2.98% pa for the month of July versus the Ausbond Bank Bill Index benchmark return of 2.26% pa. Without market-to-market influences, Council's investment portfolio yielded 2.91% pa for the month.

Over the last 12 months, Council's investment portfolio has exceeded the Ausbond bank bill index benchmark by 0.86% pa (2.69% vs 1.83% pa).

#### Portfolio Value

Council's investment portfolio, as at 31 July 2018, has a current market value of \$171,229,968 which represents a gain of \$1,687,326 on the \$169,542,642 face value of the portfolio with the portfolio generating a 2.87% average yield. The table below provides a summary by investment (asset) type.

Asset Group	Face Value	Current value	\$ Gain / (Loss)	Current Yield
Bonds	\$ 3,000,000	\$ 3,060,250	\$ 60,250	3.500%
Cash	\$ 5,445,891	\$ 5,445,891	\$ -	1.065%
Floating Rate Note	\$ 29,900,000	\$ 30,135,503	\$ 235,503	3.318%
Floating Rate Term Deposits	\$ 12,500,000	\$ 12,555,260	\$ 55,260	2.873%
Managed Funds	\$ 6,696,751	\$ 6,696,751	\$ -	2.789%
Term Deposit	\$ 112,000,000	\$ 113,336,313	\$ 1,336,313	2.792%
<b>Total</b>	<b>\$ 169,542,642</b>	<b>\$ 171,229,968</b>	<b>\$ 1,687,326</b>	<b>2.876 %</b>

#### Analysis

Attached to this report is the Summary of Investment Portfolio for the period ending 31 July 2018. These reports are prepared by Council's independent financial advisor, Prudential Investment Services Corp. Included in these report are tables showing that Council's investment portfolio for the month of July 2018 has exceeded the AusBond bank bill index by 0.72% pa (2.98% to 2.26%pa). The Portfolio outperformed the

stated benchmark measure 'Rate of return on cash exceeds AusBond Bank Bill Index' as illustrated in the table below:

Month	Portfolio Return %	Ausbond BB Index %	Variance %
<b>July-18</b>	2.98	2.26	0.72
<b>Average % return Over the last 12 months</b>	<b>2.69</b>	<b>1.83</b>	<b>0.86</b>

#### **Fossil Fuel Lending ADIs vs Non-Fossil Fuel Lending ADIs**

As at the end of July 2018, 44% of Council's portfolio was invested in non-fossil fuel lending ADIs, while Fossil Fuel Lending ADIs accounted for 52% of the portfolio. The remaining 4% is invested with TCorp. The non-fossil fuel lending ADIs yielded 3.01% pa during the month of July, while fossil fuel lending ADIs yielded 2.83% during the month.

#### **5. Financial impact statement/Timeframe/Consultation**

This report has been prepared in consultation with Council's independent financial advisor, Prudential Investment Services Corp.

#### **6. Conclusion**

Council's investment portfolio has accounted a year to date total interest earning of \$370,380 as at 31 July 2018, and it is on track to achieve the current budgeted interest of \$3,974,000.

#### **7. Attachments**

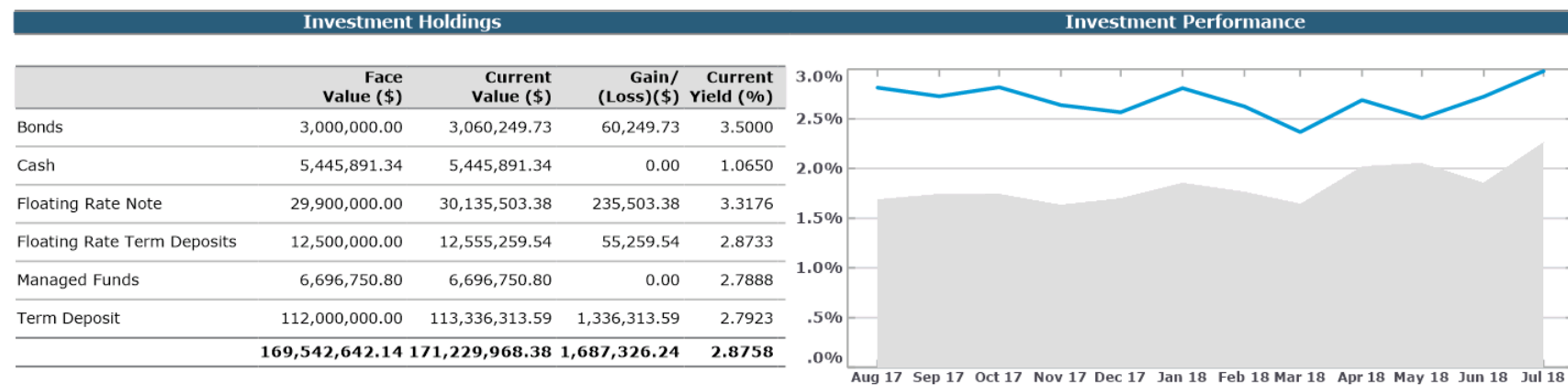
1. Investment Summary Report - July 2018 [↓](#) .



## **Investment Summary Report July 2018**

## Waverley Council

### Executive Summary



■ Portfolio Annualised Return

■ Bloomberg BB Index Annualised Return



## Waverley Council

### Investment Holdings Report



Cash Accounts							
Face Value (\$)	Current Yield	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference	
3,540,591.96	1.1000%	Commonwealth Bank of Australia	A-1+	3,540,591.96	120789	24hr Call	
825,334.74	1.0000%	Commonwealth Bank of Australia	A-1+	825,334.74	120794	General Funds	
123,510.74	1.0000%	Commonwealth Bank of Australia	A-1+	123,510.74	120795	Trust Funds	
34,499.63	1.0000%	Commonwealth Bank of Australia	A-1+	34,499.63	120796	Cemetery Funds	
556,985.45	1.0000%	Commonwealth Bank of Australia	A-1+	556,985.45	120797	Depositor Funds	
39,378.91	1.0000%	Commonwealth Bank of Australia	A-1+	39,378.91	120799	Library CP	
233,822.46	1.0000%	Commonwealth Bank of Australia	A-1+	233,822.46	120800	Eastgate CP	
61,598.76	1.0000%	Commonwealth Bank of Australia	A-1+	61,598.76	120801	Hollywood Av CP	
30,168.69	1.0000%	Commonwealth Bank of Australia	A-1+	30,168.69	370151	Library Gift	
<b>5,445,891.34</b>	<b>1.0650%</b>			<b>5,445,891.34</b>			

Managed Funds							
Face Value (\$)	Current Yield	Institution	Credit Rating	Fund Name	Current Value (\$)	Deal No.	Reference
2,082,289.95	2.9038%	NSW T-Corp (Cash)	TCc	Strategic Cash Facility	2,082,289.95	411310	Builder Deposits
4,614,460.85	2.7369%	NSW T-Corp (Cash)	TCc	Cash Facility	4,614,460.85	505262	
<b>6,696,750.80</b>	<b>2.7888%</b>				<b>6,696,750.80</b>		

Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
14-Aug-18	3,000,000.00	2.6000%	Commonwealth Bank of Australia	A-1+	3,000,000.00	4-Sep-17	3,070,734.25	535686	70,734.25	At Maturity	
21-Aug-18	4,000,000.00	2.6000%	Bank of Queensland	A-2	4,000,000.00	22-Aug-17	4,098,016.44	535632	98,016.44	At Maturity	
24-Aug-18	3,000,000.00	3.1000%	Westpac Group	A-1+	3,000,000.00	24-Aug-16	3,087,139.73	534166	87,139.73	Annually	
29-Aug-18	3,000,000.00	2.6200%	ME Bank	A-2	3,000,000.00	28-Nov-17	3,052,974.25	536003	52,974.25	At Maturity	
11-Sep-18	3,000,000.00	2.6000%	National Australia Bank	A-1+	3,000,000.00	13-Sep-17	3,068,810.96	535777	68,810.96	At Maturity	
11-Sep-18	2,500,000.00	2.5800%	Commonwealth Bank of Australia	A-1+	2,500,000.00	30-Aug-17	2,505,376.04	535663	5,376.04	SemiAnnually	
11-Sep-18	4,000,000.00	2.6000%	Commonwealth Bank of Australia	A-1+	4,000,000.00	5-Sep-17	4,008,668.34	535708	8,668.34	SemiAnnually	

# Waverley Council

## Investment Holdings Report



Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
26-Sep-18	4,000,000.00	3.1000%	Westpac Group	A-1+	4,000,000.00	20-Sep-16	4,107,013.70	534344	107,013.70	Annually	
26-Sep-18	2,000,000.00	2.6200%	National Australia Bank	A-1+	2,000,000.00	27-Sep-17	2,044,216.99	535804	44,216.99	At Maturity	
2-Oct-18	2,000,000.00	2.6200%	ME Bank	A-2	2,000,000.00	3-Jan-18	2,030,147.95	536118	30,147.95	At Maturity	
16-Oct-18	3,000,000.00	2.7500%	Bank of Queensland	A-2	3,000,000.00	10-Apr-18	3,025,541.10	536529	25,541.10	At Maturity	
23-Oct-18	3,000,000.00	2.6500%	AMP Bank	A-1	3,000,000.00	17-Jan-18	3,042,690.41	536139	42,690.41	At Maturity	
30-Oct-18	3,000,000.00	2.7500%	Bank of Queensland	A-2	3,000,000.00	11-Apr-18	3,025,315.07	536533	25,315.07	At Maturity	
6-Nov-18	2,000,000.00	3.0000%	Westpac Group	A-1+	2,000,000.00	3-Nov-16	2,044,547.95	534489	44,547.95	Annually	
13-Nov-18	2,000,000.00	2.6500%	AMP Bank	A-1	2,000,000.00	8-Feb-18	2,025,265.75	536221	25,265.75	At Maturity	
21-Nov-18	1,000,000.00	2.6000%	Bank of Queensland	A-2	1,000,000.00	22-Nov-17	1,017,950.68	535982	17,950.68	At Maturity	
27-Nov-18	3,000,000.00	2.8200%	Rural Bank	A-2	3,000,000.00	31-May-18	3,014,370.41	536685	14,370.41	At Maturity	
4-Dec-18	2,000,000.00	2.6500%	ME Bank	A-2	2,000,000.00	13-Dec-17	2,033,542.47	536084	33,542.47	At Maturity	
5-Dec-18	3,000,000.00	2.6500%	Credit Union Australia	A-2	3,000,000.00	6-Dec-17	3,051,838.36	536064	51,838.36	At Maturity	
18-Dec-18	3,000,000.00	2.6500%	Credit Union Australia	A-2	3,000,000.00	7-Mar-18	3,032,017.81	536367	32,017.81	At Maturity	
8-Jan-19	3,000,000.00	2.8000%	Suncorp Bank	A-1	3,000,000.00	14-Jun-18	3,011,046.58	536751	11,046.58	At Maturity	
15-Jan-19	1,000,000.00	2.5800%	Commonwealth Bank of Australia	A-1+	1,000,000.00	7-Feb-18	1,012,369.86	536210	12,369.86	At Maturity	
22-Jan-19	2,000,000.00	2.6100%	Commonwealth Bank of Australia	A-1+	2,000,000.00	20-Feb-18	2,023,168.22	536246	23,168.22	At Maturity	
5-Feb-19	4,000,000.00	2.8500%	ME Bank	A-2	4,000,000.00	11-Jul-18	4,006,558.90	536838	6,558.90	At Maturity	
26-Feb-19	3,000,000.00	2.6200%	Westpac Group	A-1+	3,000,000.00	27-Feb-18	3,013,997.26	536315	13,997.26	Quarterly	
12-Mar-19	2,500,000.00	2.6800%	Westpac Group	A-1+	2,500,000.00	14-Mar-18	2,508,810.96	536438	8,810.96	Quarterly	
19-Mar-19	2,500,000.00	2.8000%	Suncorp Bank	A-1	2,500,000.00	19-Jun-18	2,508,246.58	536756	8,246.58	At Maturity	
2-Apr-19	3,000,000.00	2.8300%	Rural Bank	A-2	3,000,000.00	8-May-18	3,019,771.23	536617	19,771.23	At Maturity	
23-Apr-19	2,000,000.00	2.7700%	Westpac Group	A-1+	2,000,000.00	24-Apr-18	2,001,214.25	536548	1,214.25	Quarterly	
7-May-19	1,000,000.00	2.8500%	ME Bank	A-2	1,000,000.00	24-Jul-18	1,000,624.66	536866	624.66	At Maturity	
15-May-19	3,000,000.00	2.9000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	18-May-17	3,017,876.71	535251	17,876.71	Annually	
4-Jun-19	3,000,000.00	2.8200%	Bendigo and Adelaide Bank	A-2	3,000,000.00	30-May-18	3,014,602.19	536672	14,602.19	At Maturity	

# Waverley Council

## Investment Holdings Report



Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
2-Jul-19	3,000,000.00	2.8500%	ME Bank	A-2	3,000,000.00	20-Jul-18	3,002,810.96	536862	2,810.96	At Maturity	
9-Jul-19	3,000,000.00	2.8500%	ME Bank	A-2	3,000,000.00	18-Jul-18	3,003,279.45	536857	3,279.45	At Maturity	
16-Jul-19	3,000,000.00	2.8500%	ME Bank	A-2	3,000,000.00	17-Jul-18	3,003,513.70	536856	3,513.70	At Maturity	
26-Aug-19	2,000,000.00	3.2000%	Westpac Group	AA-	2,000,000.00	24-Aug-16	2,059,967.12	534167	59,967.12	Annually	
24-Sep-19	3,000,000.00	2.9000%	Bank of Queensland	BBB+	3,000,000.00	20-Sep-17	3,075,082.19	535796	75,082.19	Annually	
22-Oct-19	4,000,000.00	2.8900%	ING Bank (Australia)	A	4,000,000.00	13-Nov-17	4,082,661.92	535953	82,661.92	Annually	
29-Oct-19	2,500,000.00	2.9700%	ING Bank (Australia)	A	2,500,000.00	1-Nov-17	2,555,534.93	535905	55,534.93	Annually	
8-Jun-21	6,000,000.00	3.1500%	Westpac Group	AA-	6,000,000.00	6-Jun-18	6,028,997.26	536715	28,997.26	Quarterly	
<b>112,000,000.00</b>		<b>2.7923%</b>			<b>112,000,000.00</b>		<b>113,336,313.59</b>		<b>1,336,313.59</b>		

Floating Rate Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Interest Date	Reference
11-Jun-19	3,000,000.00	2.8281%	Westpac Group 3moBBSW+0.76%	A-1+	3,000,000.00	14-Jun-18	3,011,157.44	536749	11,157.44	14-Sep-18	
18-Jun-19	4,000,000.00	2.8281%	Westpac Group 3moBBSW+0.76%	A-1+	4,000,000.00	14-Jun-18	4,014,876.58	536750	14,876.58	18-Sep-18	
16-May-22	2,500,000.00	3.0000%	Westpac Group 3moBBSW+1.10%	AA-	2,500,000.00	16-May-17	2,515,821.92	535241	15,821.92	16-Aug-18	
10-Jun-21	3,000,000.00	3.1361%	Commonwealth Bank of Australia ¾yr@4% then BBSW+1.08%	AA-	3,000,000.00	10-Jun-16	3,013,403.60	535380	13,403.60	10-Sep-18	
<b>12,500,000.00</b>		<b>2.9364%</b>			<b>12,500,000.00</b>		<b>12,555,259.54</b>		<b>55,259.54</b>		

Floating Rate Notes											
Maturity Date	Face Value (\$)	Current Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Date	Reference
14-Nov-18	2,000,000.00	3.1850%	BEN Snr FRN (Nov18) BBSW+1.27%	A-2	2,004,260.00	5-Feb-14	2,018,567.12	420520	13,787.12	14-Aug-18	
29-Nov-19	2,000,000.00	3.4400%	GBS Snr FRN (Nov19) BBSW+1.50%	BBB	2,000,000.00	29-Nov-16	2,010,735.32	534564	12,063.56	29-Aug-18	

## Waverley Council

### Investment Holdings Report



Floating Rate Notes											
Maturity Date	Face Value (\$)	Current Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Date	Reference
21-Feb-20	3,000,000.00	3.0342%	BEN Snr FRN (Feb20) BBSW+1.10%	BBB+	3,000,000.00	21-Nov-16	3,031,545.81	534540	17,955.81	21-Aug-18	
20-Mar-20	3,000,000.00	3.3927%	CUA Snr FRN (Mar20) BBSW+1.30%	BBB	3,000,000.00	20-Mar-17	3,024,461.79	534995	11,711.79	20-Sep-18	
20-Mar-20	3,200,000.00	3.3927%	CUA Snr FRN (Mar20) BBSW+1.30%	BBB	3,235,232.00	24-Nov-17	3,226,092.57	535984	12,492.57	20-Sep-18	
7-Apr-20	3,000,000.00	3.4105%	NPBS Snr FRN (Apr20) BBSW+1.35%	BBB	3,000,000.00	7-Apr-15	3,018,717.25	504013	6,447.25	8-Oct-18	
7-Apr-20	1,000,000.00	3.4105%	NPBS Snr FRN (Apr20) BBSW+1.35%	BBB	1,011,250.00	1-Dec-17	1,006,239.08	536004	2,149.08	8-Oct-18	
9-Nov-20	2,250,000.00	3.2050%	ME Bank Snr FRN (Nov20) BBSW+1.25%	BBB	2,250,000.00	9-Nov-17	2,268,058.25	535919	16,595.75	9-Aug-18	
12-Apr-21	1,500,000.00	3.4000%	SUN Snr FRN (Apr21) BBSW+1.38%	A+	1,500,000.00	12-Apr-16	1,526,704.52	533415	2,794.52	12-Oct-18	
16-Apr-21	2,500,000.00	3.2932%	ME Bank Snr FRN (Apr21) BBSW+1.27%	BBB	2,500,000.00	17-Apr-18	2,503,908.99	536513	3,608.99	16-Oct-18	
18-May-21	2,000,000.00	3.4150%	BoQ Snr FRN (May21) BBSW+1.48%	BBB+	2,000,000.00	18-May-16	2,039,654.25	533605	14,034.25	20-Aug-18	
2-Jul-21	2,100,000.00	3.4700%	TMB Snr FRN (Jul21) BBSW+1.37%	BBB	2,100,000.00	2-Jul-18	2,114,011.32	536787	5,989.32	2-Oct-18	
25-Jan-23	1,250,000.00	3.0160%	BEN Snr FRN (Jan23) BBSW+1.05%	BBB+	1,250,000.00	25-Jan-18	1,243,948.01	536145	723.01	25-Oct-18	
6-Feb-23	1,100,000.00	3.3950%	NPBS Snr FRN (Feb23) BBSW+1.40%	BBB	1,100,000.00	6-Feb-18	1,102,859.10	536174	8,799.10	7-Aug-18	
<b>29,900,000.00</b>		<b>3.3176%</b>			<b>29,950,742.00</b>		<b>30,135,503.38</b>		<b>129,152.12</b>		

Fixed Rate Bonds											
Maturity Date	Face Value (\$)	Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Purchase Yield	Reference
20-Oct-20	3,000,000.00	3.5000%	SUN Snr Bond (Oct20) 3.50%	A+	3,042,780.00	18-May-18	3,060,249.73	536638	29,229.73	3.0000%	
<b>3,000,000.00</b>					<b>3,042,780.00</b>		<b>3,060,249.73</b>		<b>29,229.73</b>	<b>3.0000%</b>	

**Waverley Council**  
Accrued Interest Report - July 2018



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
<b>Bonds</b>									
SUN Snr Bond (Oct20) 3.50%	536638		3,000,000.00	18-May-18	20-Oct-20		31	8,797.29	3.45%
<b>Bonds Total</b>								<b>8,797.29</b>	<b>3.45%</b>
<b>Floating Rate Note</b>									
BEN Snr FRN (Nov18) BBSW+1.27%	420520		2,000,000.00	10-Feb-14	14-Nov-18		31	5,410.13	3.18%
GBS Snr FRN (Nov19) BBSW+1.50%	534564		2,000,000.00	29-Nov-16	29-Nov-19		31	5,843.29	3.44%
BEN Snr FRN (Feb20) BBSW+1.10%	534540		3,000,000.00	21-Nov-16	21-Feb-20		31	7,730.97	3.03%
CUA Snr FRN (Mar20) BBSW+1.30%	534995		3,000,000.00	20-Mar-17	20-Mar-20		31	8,644.42	3.39%
CUA Snr FRN (Mar20) BBSW+1.30%	535984		3,200,000.00	24-Nov-17	20-Mar-20		31	9,220.71	3.39%
NPBS Snr FRN (Apr20) BBSW+1.35%	504013		3,000,000.00	07-Apr-15	07-Apr-20	25,392.74	31	8,679.58	3.41%
NPBS Snr FRN (Apr20) BBSW+1.35%	536004		1,000,000.00	01-Dec-17	07-Apr-20	8,464.25	31	2,893.19	3.41%
ME Bank Snr FRN (Nov20) BBSW+1.25%	535919		2,250,000.00	09-Nov-17	09-Nov-20		31	6,124.62	3.20%
SUN Snr FRN (Apr21) BBSW+1.38%	533415		1,500,000.00	12-Apr-16	12-Apr-21	12,845.96	31	4,347.33	3.41%
ME Bank Snr FRN (Apr21) BBSW+1.27%	536513		2,500,000.00	17-Apr-18	16-Apr-21	20,650.68	31	7,050.77	3.32%
BoQ Snr FRN (May21) BBSW+1.48%	533605		2,000,000.00	18-May-16	18-May-21		31	5,800.83	3.42%
TMB Snr FRN (Jul21) BBSW+1.37%	536787		2,100,000.00	02-Jul-18	02-Jul-21		30	5,989.32	3.47%
BEN Snr FRN (Jan23) BBSW+1.05%	536145		1,250,000.00	25-Jan-18	25-Jan-23	9,570.21	31	3,275.07	3.08%
NPBS Snr FRN (Feb23) BBSW+1.40%	536174		1,100,000.00	06-Feb-18	06-Feb-23		31	3,171.77	3.40%
<b>Floating Rate Note Total</b>						<b>76,923.84</b>		<b>84,182.00</b>	<b>3.32%</b>
<b>Floating Rate Term Deposits</b>									
Westpac Group	535380		3,000,000.00	10-Jun-16	10-Jun-21		31	7,205.85	2.83%
Westpac Group	536750		4,000,000.00	14-Jun-18	18-Jun-19		31	9,607.79	2.83%
Commonwealth Bank of Australia	535380		3,000,000.00	10-Jun-16	10-Jun-21		31	7,990.61	3.14%

**Waverley Council**  
Accrued Interest Report - July 2018



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Westpac Group	535241		2,500,000.00	16-May-17	16-May-22		31	6,369.87	3.00%
<b>Floating Rate Term Deposits Total</b>								<b>31,174.12</b>	<b>2.94%</b>
<b>Managed Funds</b>									
Strategic Cash Facility	411310	Builder Deposits	2,082,289.95	01-Dec-15			31	4,893.21	2.90%
Cash Facility	505262		4,614,460.85	30-Jul-15			31	10,229.40	2.74%
<b>Managed Funds Total</b>								<b>15,122.61</b>	<b>2.79%</b>
<b>Term Deposits</b>									
Bank of Queensland	535454		4,000,000.00	13-Jul-17	10-Jul-18	107,112.33	9	2,663.01	2.70%
ME Bank	536129		5,000,000.00	10-Jan-18	17-Jul-18	68,246.58	16	5,808.22	2.65%
Bank of Queensland	535631		3,000,000.00	22-Aug-17	24-Jul-18	70,421.92	23	4,820.55	2.55%
Commonwealth Bank of Australia	535686		3,000,000.00	04-Sep-17	14-Aug-18		31	6,624.66	2.60%
Bank of Queensland	535632		4,000,000.00	22-Aug-17	21-Aug-18		31	8,832.88	2.60%
Westpac Group	534166		3,000,000.00	24-Aug-16	24-Aug-18		31	7,898.63	3.10%
ME Bank	536003		3,000,000.00	28-Nov-17	29-Aug-18		31	6,675.62	2.62%
Commonwealth Bank of Australia	535663		2,500,000.00	30-Aug-17	11-Sep-18	31,984.93	31	5,552.75	2.62%
Commonwealth Bank of Australia	535708		4,000,000.00	05-Sep-17	11-Sep-18	51,572.60	31	8,953.27	2.64%
National Australia Bank	535777		3,000,000.00	13-Sep-17	11-Sep-18		31	6,624.66	2.60%
Westpac Group	534344		4,000,000.00	20-Sep-16	26-Sep-18		31	10,531.51	3.10%
National Australia Bank	535804		2,000,000.00	27-Sep-17	26-Sep-18		31	4,450.41	2.62%
ME Bank	536118		2,000,000.00	03-Jan-18	02-Oct-18		31	4,450.42	2.62%
Bank of Queensland	536529		3,000,000.00	10-Apr-18	16-Oct-18		31	7,006.85	2.75%
AMP Bank	536139		3,000,000.00	17-Jan-18	23-Oct-18		31	6,752.05	2.65%
Bank of Queensland	536533		3,000,000.00	11-Apr-18	30-Oct-18		31	7,006.85	2.75%

**Waverley Council**  
Accrued Interest Report - July 2018



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Westpac Group	534489		2,000,000.00	03-Nov-16	06-Nov-18		31	5,095.90	3.00%
AMP Bank	536221		2,000,000.00	08-Feb-18	13-Nov-18		31	4,501.37	2.65%
Bank of Queensland	535982		1,000,000.00	22-Nov-17	21-Nov-18		31	2,208.21	2.60%
Rural Bank	536685		3,000,000.00	31-May-18	27-Nov-18		31	7,185.20	2.82%
ME Bank	536084		2,000,000.00	13-Dec-17	04-Dec-18		31	4,501.37	2.65%
Credit Union Australia	536064		3,000,000.00	06-Dec-17	05-Dec-18		31	6,752.06	2.65%
Credit Union Australia	536367		3,000,000.00	07-Mar-18	18-Dec-18		31	6,752.06	2.65%
Suncorp Bank	536751		3,000,000.00	14-Jun-18	08-Jan-19		31	7,134.25	2.80%
Commonwealth Bank of Australia	536210		1,000,000.00	07-Feb-18	15-Jan-19		31	2,191.23	2.58%
Commonwealth Bank of Australia	536246		2,000,000.00	20-Feb-18	22-Jan-19		31	4,433.43	2.61%
ME Bank	536838		4,000,000.00	11-Jul-18	05-Feb-19		21	6,558.90	2.85%
Westpac Group	536315		3,000,000.00	27-Feb-18	26-Feb-19		31	6,675.62	2.62%
Westpac Group	536438		2,500,000.00	14-Mar-18	12-Mar-19		31	5,690.41	2.68%
Suncorp Bank	536756		2,500,000.00	19-Jun-18	19-Mar-19		31	5,945.21	2.80%
Rural Bank	536617		3,000,000.00	08-May-18	02-Apr-19		31	7,210.68	2.83%
Westpac Group	536548		2,000,000.00	24-Apr-18	23-Apr-19	13,812.05	31	4,705.20	2.77%
ME Bank	536866		1,000,000.00	24-Jul-18	07-May-19		8	624.66	2.85%
Bendigo and Adelaide Bank	535251		3,000,000.00	18-May-17	15-May-19		31	7,389.04	2.90%
Bendigo and Adelaide Bank	536672		3,000,000.00	30-May-18	04-Jun-19		31	7,185.20	2.82%
ME Bank	536862		3,000,000.00	20-Jul-18	02-Jul-19		12	2,810.96	2.85%
ME Bank	536857		3,000,000.00	18-Jul-18	09-Jul-19		14	3,279.45	2.85%
ME Bank	536856		3,000,000.00	17-Jul-18	16-Jul-19		15	3,513.70	2.85%
Westpac Group	534167		2,000,000.00	24-Aug-16	26-Aug-19		31	5,435.61	3.20%

Waverley Council - Investment Summary Report



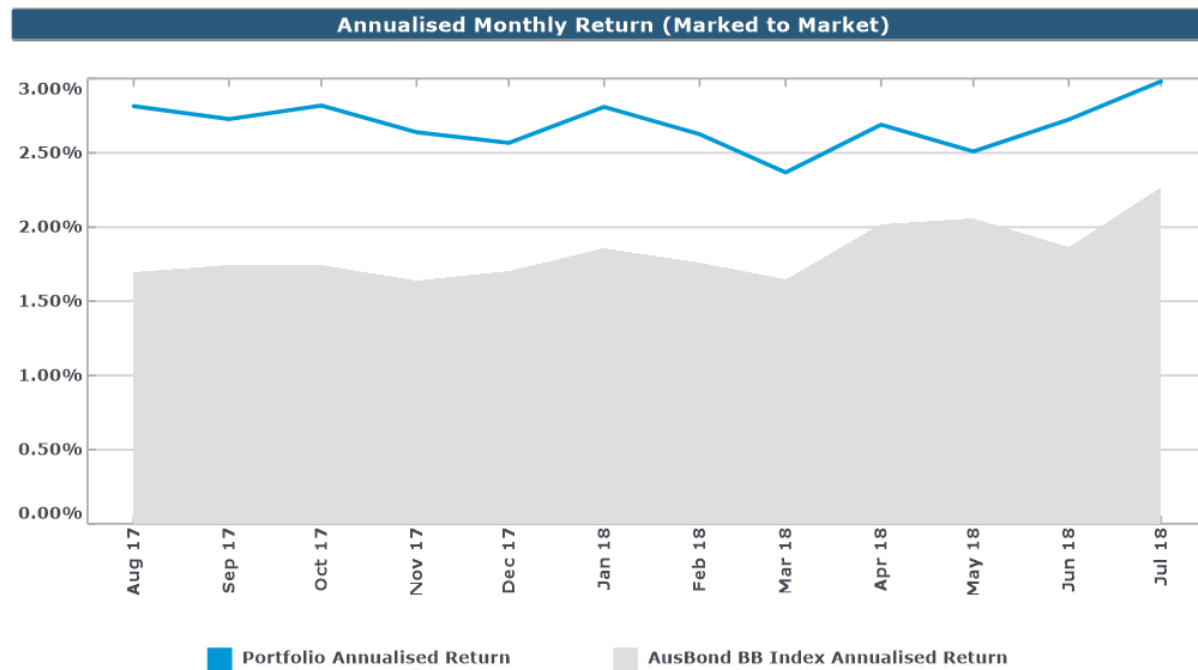
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**Waverley Council**  
Accrued Interest Report - July 2018



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Bank of Queensland	535796		3,000,000.00	20-Sep-17	24-Sep-19		31	7,389.04	2.90%
ING Bank (Australia)	535953		4,000,000.00	13-Nov-17	22-Oct-19		31	9,818.08	2.89%
ING Bank (Australia)	535905		2,500,000.00	01-Nov-17	29-Oct-19		31	6,306.16	2.97%
Westpac Group	536715		6,000,000.00	06-Jun-18	08-Jun-21		31	16,052.05	3.15%
<b>Term Deposits Total</b>						<b>343,150.41</b>		<b>261,997.39</b>	<b>2.78%</b>
						<b>420,074.25</b>		<b>401,273.41</b>	<b><u>2.91%</u></b>

**Waverley Council**  
Investment Performance Report



Historical Performance Summary			
	Portfolio	AusBond BB Index	Outperformance
Jul 2018	2.98%	2.26%	0.72%
Last 3 Months	2.74%	2.06%	0.68%
Last 6 Months	2.65%	1.93%	0.72%
Financial Year to Date	2.98%	2.26%	0.72%
Last 12 months	2.69%	1.83%	0.86%

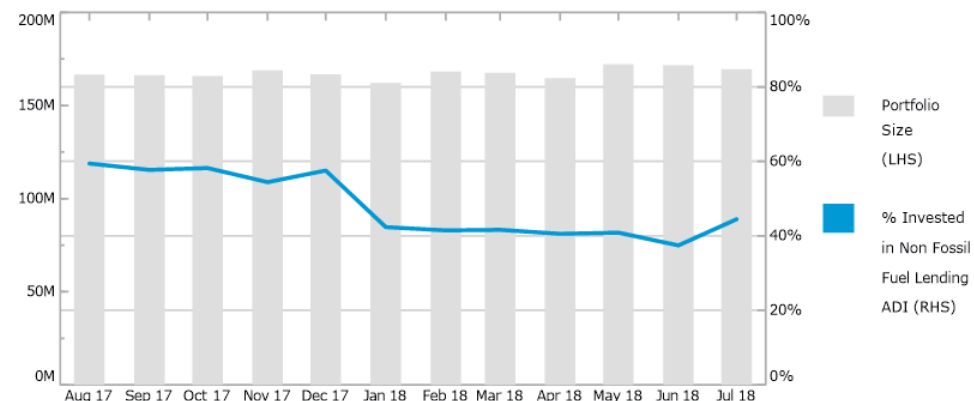
## Waverley Council Environmental Commitments Report



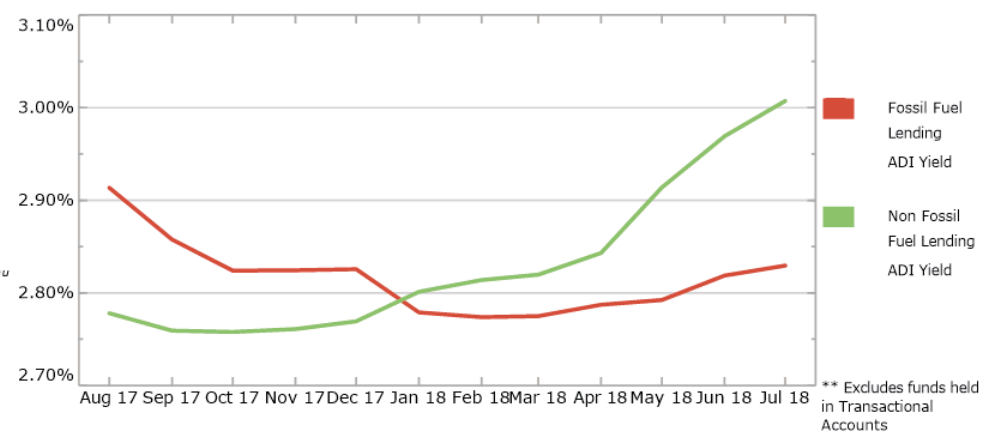
### Current Breakdown Historical Portfolio Exposure to Non Fossil Fuel Lending ADIs

ADI Lending Status *	Current Month (\$)	Previous Month (\$)
<b>Fossil Fuel Lending ADIs</b>		
AMP Bank	5,000,000	5,000,000
Bank of Queensland	16,000,000	23,000,000
Commonwealth Bank of Australia	20,945,891	27,201,050
ING Group	6,500,000	6,500,000
National Australia Bank	5,000,000	5,000,000
Westpac Group	34,000,000	34,000,000
	<b>87,445,891</b>	<b>100,701,050</b>
	<b>52%</b>	<b>59%</b>
<b>Non Fossil Fuel Lending ADIs</b>		
Bendigo and Adelaide Bank	12,250,000	12,250,000
Credit Union Australia	12,200,000	12,200,000
Greater Building Society	2,000,000	2,000,000
Members Equity Bank	25,750,000	16,750,000
Newcastle Permanent Building Society	5,100,000	5,100,000
Rural Bank	6,000,000	6,000,000
Suncorp Bank	10,000,000	10,000,000
Teachers Mutual Bank	2,100,000	
	<b>75,400,000</b>	<b>64,300,000</b>
	<b>44%</b>	<b>37%</b>
<b>Other</b>		
NSW T-Corp (Cash)	6,696,751	6,681,628
	<b>6,696,751</b>	<b>6,681,628</b>
	<b>4%</b>	<b>4%</b>
	<b>169,542,642</b>	<b>171,682,678</b>

\* source: <http://www.marketforces.org.au>

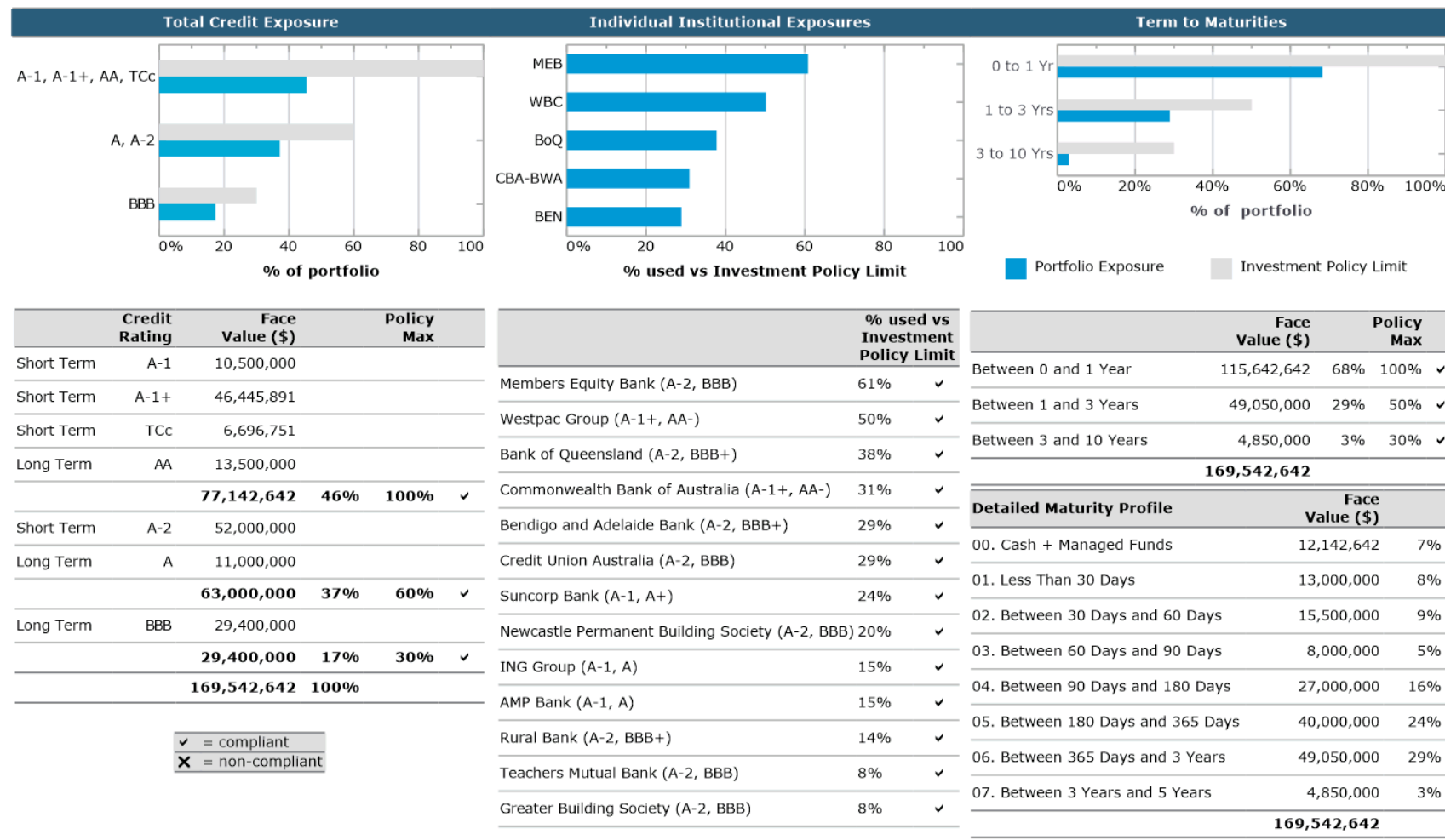


### Weighted Average Yield - Fossil Fuel vs Non Fossil Fuel Lending ADI



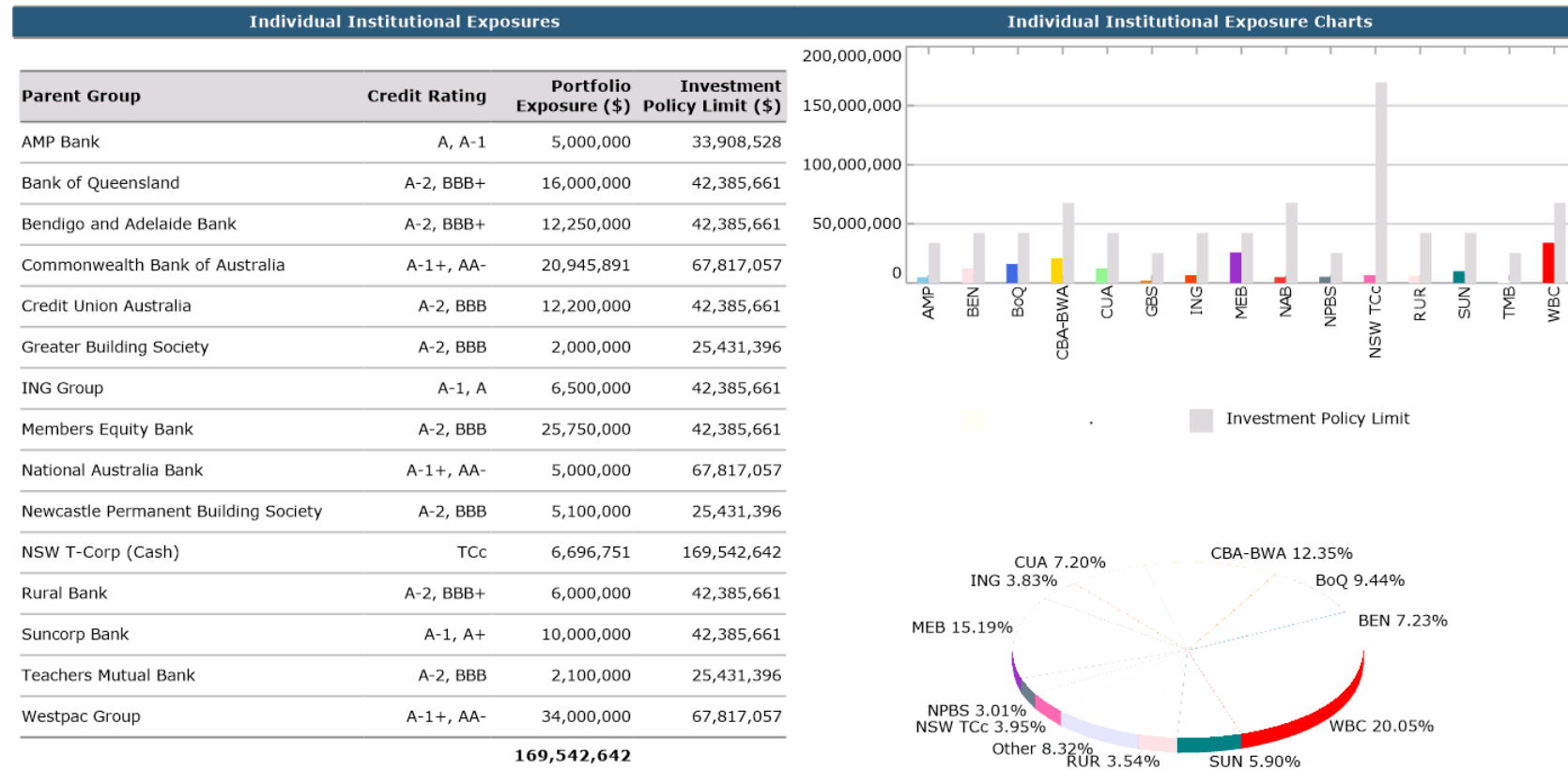
## Waverley Council

### Investment Policy Compliance Report



## Waverley Council

## Individual Institutional Exposures Report



## Waverley Council Cash Flows Report



Current Month Cashflows					
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
2-Jul-18	535663	Commonwealth Bank of Australia	Term Deposits	Interest - Received	31,984.93
				<u>Deal Total</u>	<u>31,984.93</u>
	535708	Commonwealth Bank of Australia	Term Deposits	Interest - Received	51,572.60
				<u>Deal Total</u>	<u>51,572.60</u>
	536787	Teachers Mutual Bank	Floating Rate Note	Settlement Face Value - Paid	-2,100,000.00
				<u>Deal Total</u>	<u>-2,100,000.00</u>
				<b>Day Total</b>	<b>-2,016,442.47</b>
9-Jul-18	504013	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	25,392.74
				<u>Deal Total</u>	<u>25,392.74</u>
	536004	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	8,464.25
				<u>Deal Total</u>	<u>8,464.25</u>
				<b>Day Total</b>	<b>33,856.99</b>
10-Jul-18	535454	Bank of Queensland	Term Deposits	Maturity Face Value - Received	4,000,000.00
		Bank of Queensland	Term Deposits	Interest - Received	107,112.33
				<u>Deal Total</u>	<u>4,107,112.33</u>
				<b>Day Total</b>	<b>4,107,112.33</b>
11-Jul-18	536838	ME Bank	Term Deposits	Settlement Face Value - Paid	-4,000,000.00
				<u>Deal Total</u>	<u>-4,000,000.00</u>
				<b>Day Total</b>	<b>-4,000,000.00</b>
12-Jul-18	533415	Suncorp Bank	Floating Rate Note	Coupon - Received	12,845.96
				<u>Deal Total</u>	<u>12,845.96</u>
				<b>Day Total</b>	<b>12,845.96</b>
16-Jul-18	536513	ME Bank	Floating Rate Note	Coupon - Received	20,650.68
				<u>Deal Total</u>	<u>20,650.68</u>
				<b>Day Total</b>	<b>20,650.68</b>
17-Jul-18	536129	ME Bank	Term Deposits	Maturity Face Value - Received	5,000,000.00

Waverley Council - Investment Summary Report



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## Waverley Council Cash Flows Report



Current Month Cashflows					
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
		ME Bank	Term Deposits	Interest - Received	68,246.58
				<u>Deal Total</u>	<u>5,068,246.58</u>
	536856	ME Bank	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				<b>Day Total</b>	<b>2,068,246.58</b>
18-Jul-18	536857	ME Bank	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				<b>Day Total</b>	<b>-3,000,000.00</b>
20-Jul-18	536862	ME Bank	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				<b>Day Total</b>	<b>-3,000,000.00</b>
24-Jul-18	535631	Bank of Queensland	Term Deposits	Maturity Face Value - Received	3,000,000.00
		Bank of Queensland	Term Deposits	Interest - Received	70,421.92
				<u>Deal Total</u>	<u>3,070,421.92</u>
	536548	Westpac Group	Term Deposits	Interest - Received	13,812.05
				<u>Deal Total</u>	<u>13,812.05</u>
	536866	ME Bank	Term Deposits	Settlement Face Value - Paid	-1,000,000.00
				<u>Deal Total</u>	<u>-1,000,000.00</u>
				<b>Day Total</b>	<b>2,084,233.97</b>
25-Jul-18	536145	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	9,570.21
				<u>Deal Total</u>	<u>9,570.21</u>
				<b>Day Total</b>	<b>9,570.21</b>
				<b>Net Cash Movement for Period</b>	<b>-3,679,925.76</b>

## Waverley Council Cash Flows Report



Next Month Cashflows					
<u>Transaction Date</u>	<u>Deal No.</u>	<u>Cashflow Counterparty</u>	<u>Asset Type</u>	<u>Cashflow Description</u>	<u>Cashflow Due</u>
7-Aug-18	536174	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	9,412.99
				<u>Deal Total</u>	<u>9,412.99</u>
				<b>Day Total</b>	<b>9,412.99</b>
9-Aug-18	535919	ME Bank	Floating Rate Note	Coupon - Received	18,176.30
				<u>Deal Total</u>	<u>18,176.30</u>
				<b>Day Total</b>	<b>18,176.30</b>
14-Aug-18	420520	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	16,055.89
				<u>Deal Total</u>	<u>16,055.89</u>
	535686	Commonwealth Bank of Australia	Term Deposit	Interest - Received	73,512.33
		Commonwealth Bank of Australia	Term Deposit	Maturity Face Value - Received	3,000,000.00
				<u>Deal Total</u>	<u>3,073,512.33</u>
				<b>Day Total</b>	<b>3,089,568.22</b>
16-Aug-18	535241	Westpac Group	Floating Rate Term Deposits	Interest - Received	18,904.11
				<u>Deal Total</u>	<u>18,904.11</u>
				<b>Day Total</b>	<b>18,904.11</b>
20-Aug-18	533605	Bank of Queensland	Floating Rate Note	Coupon - Received	17,589.59
				<u>Deal Total</u>	<u>17,589.59</u>
				<b>Day Total</b>	<b>17,589.59</b>
21-Aug-18	534540	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	22,943.54
				<u>Deal Total</u>	<u>22,943.54</u>
	535632	Bank of Queensland	Term Deposit	Interest - Received	103,715.07
		Bank of Queensland	Term Deposit	Maturity Face Value - Received	4,000,000.00
				<u>Deal Total</u>	<u>4,103,715.07</u>
				<b>Day Total</b>	<b>4,126,658.61</b>
24-Aug-18	534166	Westpac Group	Term Deposit	Interest - Received	93,000.00
		Westpac Group	Term Deposit	Maturity Face Value - Received	3,000,000.00
				<u>Deal Total</u>	<u>3,093,000.00</u>
	534167	Westpac Group	Term Deposit	Interest - Received	64,000.00
				<u>Deal Total</u>	<u>64,000.00</u>
				<b>Day Total</b>	<b>3,157,000.00</b>
27-Aug-18	536315	Westpac Group	Term Deposit	Interest - Received	19,596.16
				<u>Deal Total</u>	<u>19,596.16</u>

Waverley Council - Investment Summary Report



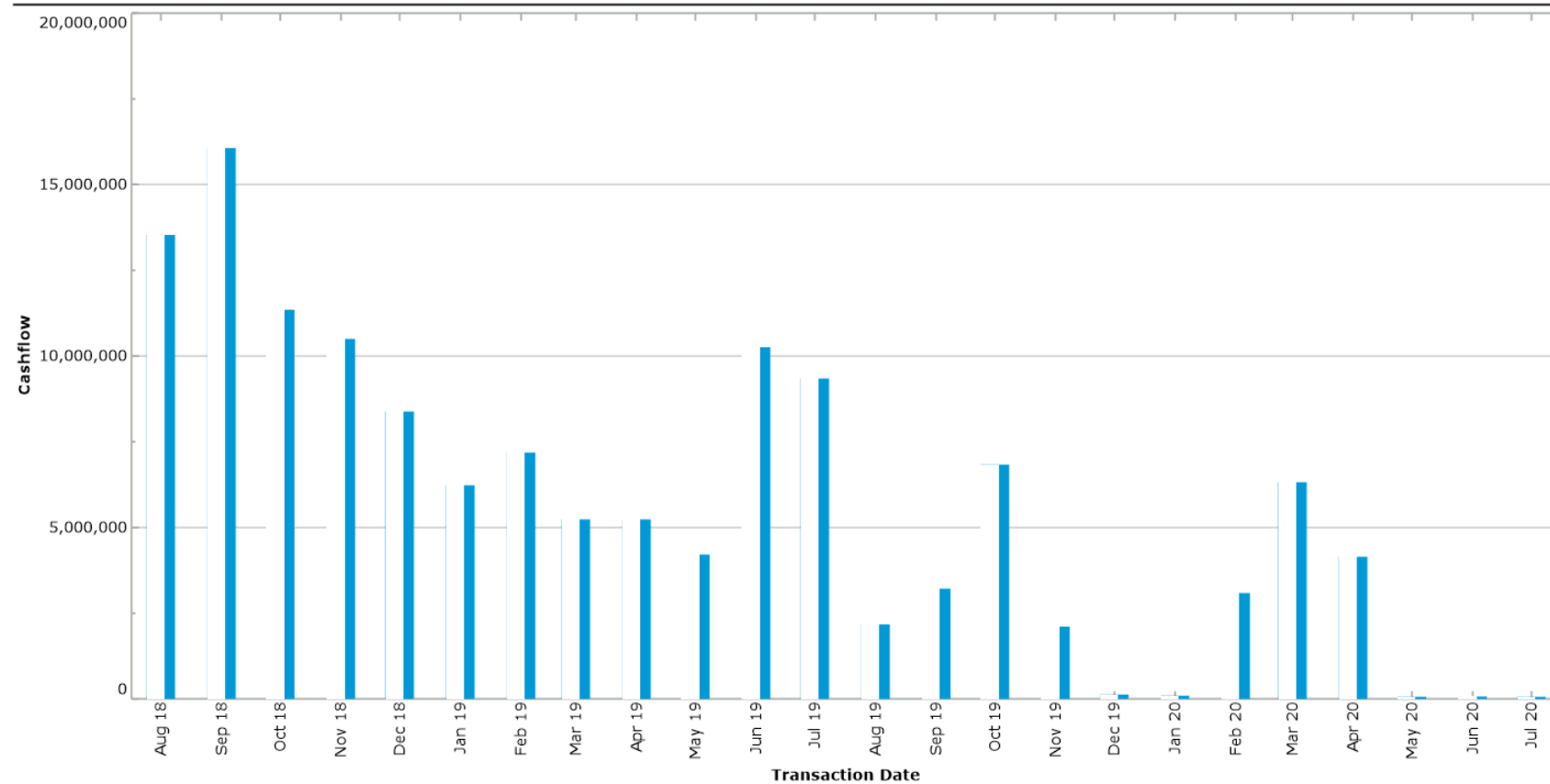
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**Waverley Council**  
Cash Flows Report



**Next Month Cashflows**

<u>Transaction Date</u>	<u>Deal No.</u>	<u>Cashflow Counterparty</u>	<u>Asset Type</u>	<u>Cashflow Description</u>	<u>Cashflow Due</u>
<b>Day Total</b>					<b>19,596.16</b>
<b>29-Aug-18</b>	534564	Greater Building Society	Floating Rate Note	Coupon - Received	17,341.37
<u>Deal Total</u>					<u>17,341.37</u>
	536003	ME Bank	Term Deposit	Interest - Received	59,003.84
		ME Bank	Term Deposit	Maturity Face Value - Received	3,000,000.00
<u>Deal Total</u>					<u>3,059,003.84</u>
<b>Day Total</b>					<b>3,076,345.21</b>
<b><u>Net Cash Movement for Period</u></b>					<b><u>13,533,251.18</u></b>

**Waverley Council**  
Cash Flows Report

**REPORT**  
**CM/7.15/18.08**

**Subject:** SSROC Suppliers Panel for Council Owned Lighting (Public Lighting) Tender

**TRIM No:** SF18/3077

**Author:** Teena Su, Executive Manager, Financial Waverley  
Nicholas Shea, Procurement Business Partner

**Director:** Ross McLeod, General Manager

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**RECOMMENDATION:**

That Council:

1. Treats the attachment to this report as confidential in accordance with section 11(3) of the Local Government Act 1993, as it relates to a matter specified in section 10A(2)(di) of the Local Government Act 1993. The report contains commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.
2. Receives and notes this Tender Recommendation Report for the Council Owned Lighting (Public Lighting) tender, as per attachment 1 to this report.
3. Accept the preferred suppliers listed below as the successful tender respondents for the Council Owned Lighting (Public Lighting) tender, for a period of two (2) years, with commencement date of 1 August 2017. The panel comprises:

**CATEGORY 1 Outdoor Lighting Design**

- Beca Consultants Pty Ltd
- Electrolight Australia Pty Ltd
- GHD Pty Ltd
- Rubidium Light Pty Ltd
- Steensen Varming (Australia) Pty Ltd

**CATEGORY 2 Electrical Design**

- Ausgrid Operating Partnership T/A Ausgrid
- Beca Consultants Pty Ltd
- GHD Pty Ltd
- Grid Power Pty Ltd

**CATEGORY 3 Luminaire Supply**

- Form and Light Pty Ltd
- Gerard Lighting Pty Ltd
- HUB Pty Limited Pty Ltd
- Baker & McAuliffe Holdings Pty Ltd t/a JSB Lighting
- Light Culture Pty Ltd
- Orangetek Pty Ltd
- The Trustee for the Pecan Johnstone Unit Trust t/a Pecan Lighting
- Philips Lighting Limited

**CATEGORY 5 Columns**

- Urban Lighting Group Pty Ltd
- Bonnell's Supply Pty Ltd T/A International Poles
- GM Poles NSW Pty Ltd
- HUB Australasia Pty Ltd

**CATEGORY 6 Installation & Maintenance**

- Ausgrid Operating Partnership T/A Ausgrid
- Harnleigh Pty Ltd
- Sydney Data & Electrical Pty Ltd.

**1. Executive Summary**

The Southern Sydney Regional Organisation of Councils (SSROC) called this tender on behalf of the eleven participating SSROC Councils and on behalf of five Councils outside the SSROC region for the SSROC T2016-09 *Council Owned Lighting (Public Lighting)*.

Waverley Council participated in this tender, 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**

As part of the SSROC Supply Management Group's work plan for 2016, it was identified that it would be beneficial to tender for Council Owned Lighting (Public Lighting) as Ausgrid no longer supports decorative and non-roadway luminaire types. Councils are increasingly required to directly manage new decorative lighting installations in high profile areas undergoing improvements such as streetscape refurbishments and park renovations. Ausgrid services previously included design, supply, installation, maintenance and financing of public lighting assets, but no longer provides these services for many types of public lighting.

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**

Nil.

**4. Discussion**

On December 2016 the South Sydney Region of Councils (SSROC) tendered for the establishment of a panel of contractors for the Council Owned Lighting (Public Lighting) on behalf of 14 participating councils. The Request for Tender (RFQ) was for six categories of the Council Owned Lighting (Public Lighting), as follows:

- Category 1 – Outdoor Lighting Design
- Category 2 – Electrical Design Services
- Category 3 – LED Luminaires
- Category 4 – Outdoor Lighting Control Systems
- Category 5 – Lighting Columns
- Category 6 – Installation and Maintenance

There were 32 submissions received from this tender, 20 of the 32 submissions emerged from the evaluation process as the preferred provider for five of the six Categories. All submissions for Category 4 were rejected.

**Council Evaluation Panel Members:**

- Jennifer Revell – Procurement & Contracts Manager, SSROC (chair)
- Paul Gowans – Principal Engineer, Electrical & Furniture, City of Sydney
- Amy Foxe – Manager, Asset Planning & Sustainability, Sutherland Shire Council
- John Earls – Group Manager, City Assets, Canada Bay Council
- Ben Maddox – Sustainability Analyst, Lake Macquarie City Council
- Adam Clarke – Projects & Contracts Infrastructure, Newcastle City Council

For further information regarding the tender process please refer to the attached SSROC Tender Recommendation Report.

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

SSROC Regional Contracts increase the bargaining power of the participating Councils providing for better value for money and better services from the supply market by consolidating demand and presenting greater customer scale.

**6. Conclusion**

The SSROC Contract represents good value for money for the Council. Using the Preferred Service Providers under *SSROC T2016-09 Council Owned Lighting (Public Lighting) contract* is advantageous as Council can use the contract as they see fit. Small scale projects will be able to obtain quotes from certified service providers. Large scale projects will save time, money and effort from the tendering process allowing for earlier commencement of projects.

**7. Attachments**

1. SSROC T2016-09 - Council Owned Lighting Recommendation Report (confidential) .

**REPORT**  
**CM/7.16/18.08**

**Subject:** Establishment of Place Managers

**TRIM No:** A04/2016

**Author:** Nikolaos Zervos, Asset Manager

**Director:** Emily Scott, Director, Waverley Renewal

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**RECOMMENDATION:**

That Council:

1. Endorses the proposal for the establishment of a place management team within Waverley Renewal as detailed in this report.
2. Considers the most effective resourcing strategy for the establishment of a place management team as part of the broader organisational review being undertaken by the General Manager.

**1. Executive Summary**

In order to meet the future vision and direction articulated in the Waverley Council Strategic Plan 2018-2029 and respond to the Waverley Community Survey 2018 results, Council needs to redefine how we manage, service, and maintain our public places and respond to the community. To achieve this, a place management team is proposed to be established within the asset management team to provide an independent service coordination function that will define and monitor performance against agreed service levels across operations, coordinate capital and maintenance programs, improve accountability for service delivery across operational areas, and the provision of high quality and coordinated customer service.

**2. Introduction/Background**

A key element of Council's vision and direction articulated in the Waverley Council Strategic Plan 2018-2029 is to be a leader and innovator in how we manage and maintain our public places including open spaces, commercial areas, village centres and residential areas as well as providing high quality, responsive customer services that meet the needs of our community.

Furthermore, the Waverley Community Survey 2018 results identified that local residents want improved focus on maintenance of Council assets and infrastructure, enhanced cleansing of public places and Council facilities, and improved presentation and amenity within the public domain.

To meet community expectations, Council must ensure an integrated and coordinated approach to capital works, maintenance programs, streetscape enhancement and cleansing services in public places. As these functions are managed by multiple divisions across Council, a service coordination function is required to monitor performance against the statutory asset management obligations and agreed service levels, meet community expectations, and streamline the management of customer and Councillor requests for operational services in public places. .

To deliver service coordination by place, many leading Councils are adopting a place management approach. Place Management ensures coordination of services, capital works and maintenance programs

independent of functional areas. A place management approach is not about place activation, economic development or event management, but rather about improved presentation and amenity of the public domain and timely, responsive customer service.

The benefits of a place management approach include:

- Improved urban infrastructure in the public domain;
- Enhanced proactive auditing of places and managing risk to safety;
- Improved response to customer service requests and performance against service level agreements;
- Enhanced asset management, maintenance and monitoring against our statutory obligations;
- Improved litter and waste management, public place cleansing and graffiti management; and
- Enhanced planting and landscape maintenance.

### 3. Relevant Council Resolutions

Council Meeting and Date	Minute No.	Decision
Council Meeting 20 February 2018	CM/5.3/18.02	That:  1. Council officers prepare a report of Council's operational and staffing structure to incorporate the role of 'Place Managers' to oversee service delivery for improved public place cleansing and maintenance at a local level.  2. Staffing, resource and financial implications be considered.

### 4. Discussion

#### Place Management Proposal

As part of Council's newly adopted Strategic Asset Management Plan 5 (SAMP 5), Council has redefined how we plan for, manage and maintain our assets, with more detailed programming of asset maintenance, improved maintenance budgets and defined service levels informed by community consultation.

However, to monitor performance and increase accountability for service delivery and customer service across the Local Government Area, an independent monitoring / reporting function is proposed within the Asset Management team.

The proposed team would comprise of three staff; a Public Place Coordinator and two Public Place Officers. The team would report to the Asset Manager and would be responsible for a ward based approach that:

- Coordination of all customer requests for assets;
- Developing and monitoring performance of operational teams against service level schedules;
- Undertaking proactive daily inspections of commercial areas, village centres, coastal reserves, and residential areas;
- Provides a point of contact for Councillors operational based service requests;
- Audit, identify and prioritise risk responsive action in the public domain; and
- Follow up on reactive merits.

The Public Place Coordinator position will report to the Asset Manager and responsibilities will include staff supervision, developing service level schedules with operational managers across the business, monitor

performance of agreed Service Level Agreements and be responsible for the Bondi Junction commercial area.

The Public Place Officer positions will be located by ward. One officer will be Bondi / Hunter focused and one will be Waverley / Lawson focused to ensure equitable coverage and consistent points of contact.

### **Resourcing Strategy**

Council currently has an allocated resource to public place service coordination at a cost of \$78,000 within the Renewal directorate. This report proposes that Council allocate an additional two resources and establish a dedicated place management team within Creating Waverley. The cost for two additional resources would be approximately \$170,000.

The General Manager is currently undertaking a review of organisational structure in order to report to Council in September. Rather than allocate two additional resources, it may be possible to achieve the proposed outcomes by reallocation of existing resources. For this reason it is proposed that if Council supports this initiative, the resourcing strategy be considered as part of this wider review.

### **5. Financial impact statement/Timeframe/Consultation**

It is proposed that, if supported by Council, the resourcing of this strategy be considered as part of the General Managers organisational review.

### **6. Conclusion**

In order to meet the future vision and direction articulated in the Waverley Community Strategic Plan 2018-2029 as a leader and innovator in public place management, Council needs to redefine how we manage, service and maintain our assets as well as enhance the provision of high quality, responsive and timely customer service that meets community and Councillor expectation. To do this, the establishment of an independent place management team is proposed to better define and monitor performance against agreed service levels across operations, coordinate capital and maintenance programs, improve accountability for service delivery across operational areas, and the provision of high quality and coordinated customer service.

### **7. Attachments**

Nil.

**REPORT**  
**CM/7.17/18.08**

**Subject:** Enterprise Risk Management Program

**TRIM No:** A17/0245

**Author:** Matt Williams, Manager Risk and Safety  
Rachel Jenkin, Acting Director, Waverley Life  
Ross McLeod, General Manager

**Director:** Ross McLeod, General Manager

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**RECOMMENDATION:**

That Council:

1. Notes the approach to enterprise risk management being introduced to the organisation.
2. Notes the General Manager's intended program of work to improve rigour, coordination and coherence in the areas of enterprise risk management, probity, internal audit, management control environment and complaints management.
3. Notes that the Risk and Safety Manager and the General Manager will report to the Audit and Risk Committee on the work referred to in 1 and 2 above.
4. Notes the intention of the General Manager to schedule a Councillor's Workshop on Enterprise Risk.
5. Notes the additional level of resource and emphasis being added to the review of Beach Safety and Operational risk as the first operational area to be examined in detail within the newly introduced Enterprise Risk Management approach.

**1. Executive Summary**

Risk arises in all aspects of Council's operations and at all stages within the life cycle of those operations. It can represent both opportunity and threat, and must therefore be managed appropriately. Risk management involves establishing an appropriate risk management infrastructure and culture, and applying logical and systematic risk management processes to all stages in the life cycle of any activity, function or operation. By minimising losses and maximising gains, risk management enables Council to best meet its organisational objectives as set out in the Community Strategic Plan. Risk management is an integral part of sound management practice and an essential element of good corporate governance, as it improves decision-making and enhances outcomes and accountability.

The Council is implementing an Enterprise Risk Management Framework. This is a part of the General Manager's focus on risk management and probity issues as part of his organisation development program. The Enterprise Risk Policy and approach is outlined in this report.

A key part of an effective risk management approach is ensuring risk management is operationalised and does not just sit in policy documents. Measures are being put in place to achieve this. Given recent concern and publicity on this activity, and the identification of it as an areas of significant risk, Beach safety is an

area of initial focus. Commentary on work done in this activity area is included in the report so that Council is aware of both the work that has been done historically, and the “ramping up” of focus and capability that is now occurring.

## 2. Introduction/Background

Council is in the process of revising its approach to risk management. Key factors in this revision are:

- Council is rolling out an enterprise risk framework and policy across the organisation. This is designed to improve the maturity of the organisation in managing risk.
- The new General Manager has identified the areas of enterprise risk management, probity, internal audit, management control environment and complaints management as interrelated areas across which he wishes to see greater levels of rigour, coordination and coherence. He has signalled that a work stream within his organisational development and improvement program will target improvement in the organisation in these areas.
- As this corporate focus on risk management gathers momentum, particular operational activities and risks are being addressed or used as pilot areas as they surface or come to light. These issues are getting more immediate attention and are being used to help develop organisational processes and thinking which will benefit other parts of the organisation.
- Alongside this more recent focus, some activities have had or are receiving some exposure to risk analysis and management work as part of Council’s historic approach. Some of this work has value to Council and is able to be used as a starting point for the application of an enterprise risk management approach in particular service areas. Beach safety and related operational risk is the first operational area that will benefit from the enterprise risk management approach.

## 3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council 20 March 2018	CM/5.3/18.03	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Reviews detailed signage at the approaches to Bondi Park and on the entrance to the ramps at Bondi Beach to include as a priority: <ol style="list-style-type: none"> <li>(a) Clear and prominent beach safety warnings.</li> <li>(b) Standard regulatory advice regarding ‘No dogs allowed’, ‘No smoking’, ‘No littering’, ‘No alcohol’ and a ranger phone number.</li> <li>(c) Positive messaging.</li> <li>(d) International signage for non-English speakers.</li> </ol> </li> <li>2. Plans for the construction of additional outdoor shower stems associated with ramps along the Bondi Beach promenade and with extra stems in high demand areas, and ensures adequate water pressure is available.</li> <li>3. Improves signage of the pedestrian crossing and shared zone on Queen Elizabeth Drive directly in front of the Bondi Pavilion</li> <li>4. Officers consult staff, Councillors, surf clubs, and the community on the following: <ol style="list-style-type: none"> <li>(a) The current policy in regard to designated surf zone ‘red and yellow’ flag area including the potential for the introduction of flagged buffer zones on either side to preclude surf craft boards (with a fin).</li> <li>(b) Review Council’s current definition of surf boards to include ‘soft’ boards with fins.</li> <li>(c) The need, under standard surf conditions, for a minimum of</li> </ol> </li> </ol>

		<p>two sets of flags on Bondi Beach.</p> <p>(d) Review current operations of lifeguards to ensure best practice risk minimisation.</p> <p>(e) Prepare a policy for 'beach amelioration grading' to pre-emptively minimise 'rip and gutter' outcomes as a result of the formation of a beach berm.</p> <p>(f) The issue of bike-riding and skateboarding on the promenade be considered.</p> <p>(g) Consider the implications of implementation across Waverley's beaches.</p>
Council 12 December 2017	CM/8.14/17.12	<p>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'.</p> <p>2. Notes that Council has a responsibility to undertake a risk assessment and/or vulnerability objectives for our 'crowded places'.</p> <p>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.</p> <p>4. In preparing the Community Plan, takes into consideration any cost implications of delivering added protection for our community in 'crowded places'.</p> <p>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.</p> <p>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.</p> <p>7. Approaches relevant federal government departments to seek funds for the implementation of any actions or projects that result from this motion.</p> <p>8. Refers the matter to the Community Safety Advisory Committee.</p>
Council 15 July 2014	MM.11/14	<p>That Council:</p> <p>1. Sends its most sincere condolences to Matthew Richell's wife Hannah and his family following his tragic death at Tamarama Beach and acknowledges how devastating this must be for their whole family.</p> <p>2. Acknowledges that Council is already investigating the circumstances of this tragic death and investigating where our procedures can be improved to prevent a similar incident.</p> <p>3. Recognises the risks for surfers in difficult ocean conditions and increases jet-ski patrols of Bondi, Tamarama and Bronte surf breaks during high risk periods.</p> <p>4. Proceeds to install CCTV at Tamarama Beach as recommended</p>

		<p>as part of the regular lifeguard service risk management review.</p> <p>5. Funds these actions from operational savings.</p> <p>6. Notes that further actions from the current risk plan are being implemented including the construction of a new lifeguard tower at Bronte Beach.</p> <p>7. Notes that, as part of the regular risk management review, the lifeguard service along with Council's Risk &amp; Safety Manager are working with Gold Coast City Council in order to benchmark risk management practices.</p> <p>8. Acknowledges that our lifeguards do an incredible job and it is due to their efforts that deaths happen so rarely at our beaches.</p>
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#### 4. Discussion

##### Enterprise Risk Approach

Council understands that large, unmitigated risks can adversely impact its stakeholders and its ability to achieve strategic and operational objectives. Accordingly Council is committed to a systematic, proactive and enterprise wide approach to managing risk.

The aim of this approach is to ensure that Council makes informed decisions with respect to the activities that it undertakes by appropriately and systematically considering both risks and opportunities.

The application of this methodology will provide the basis for:

- More confident and rigorous decision-making and planning;
- Better identification of opportunities and threats;
- Pro-active rather than re-active management;
- More effective allocation of resources;
- Improved incident management and reduction in loss and the cost of risk, including insurance premiums;
- Improved public confidence and trust;
- A clear understanding by all staff and elected officials of their roles, responsibilities and authorities for managing risk;
- Improved compliance with relevant legislation;
- Better corporate governance and an understanding of governance risk;
- The development of a more risk aware organisational culture through enhanced communication and reporting of risk;
- A consistent and systematic approach to the management of risk across the organisation;
- Effective business continuity planning;
- Risk management to be incorporated into the strategic, project and operational processes at all levels within Council

Attached to this report is the draft Enterprise Risk Management (ERM) policy. This policy dictates the new Enterprise Risk Management Framework being implemented by Council. This includes initiatives such as:

- New streamlined claims management procedures designed to achieve better results for Council while minimising processing times and workloads.

- New Risk Assessment Form including a re-worked and expanded risk matrix to better identify non-safety related risks
- Enterprise risk workshops that have been conducted with all directors, executive managers and managers, along with team leaders in Waverley Renewal.
- Development of a Business Continuity Plan in conjunction with all Council work areas.
- Development of a working risk register that links risk to organisational objectives (strategic, project and operational) and outlines the controls and actions to be implemented while ensuring accountability for these actions is maintained. This involves the acquisition of specific software that will assist with the management of such a significant document.
- Function specific risk projects designed to assist Council work areas to achieve their objectives while managing risk in a pro-active manner through the identification of opportunities and threats.

In addition, the General Manager has introduced a “Rolling Risk Review” program to assist in the operationalisation of the risk management approach. This will involve discussions between the Executive Leadership Team and operational teams within Council focussed on how “on-the-ground” risks are being identified and managed, whether additional tools or capacity is required, and how operational risk management efforts link with the corporate policy and approach. This sort of approach is essential in ensuring risk management is more than just a “head office” fascination.

It is intended that an interactive workshop with Councillors on enterprise risk management will be held in the coming months as the program permits

### **Organisational Development and Improvement Program**

As part of his focus on organisational development and improvement work, the General Manager has identified the areas of enterprise risk management, probity, internal audit, management control environment and complaints management as interrelated areas across which he wishes to see greater levels of emphasis, rigour, coordination and coherence. He has signalled that a work stream within his organisational development and improvement program will target improvement in the organisation in these areas.

The rollout of the enterprise risk management approach across the organisation is the first initiative in this wider program. The work has been taking shape for some months and is largely consistent with the direction the General Manager sees as important.

### **Operational Priority – Beach Safety/Lifeguard Services**

One area of Council activity that has been subject to risk management review and analysis over a period of time is Lifeguard Services. The process began in 2012 with a Risk Management & Work Health Safety Audit conducted by an independent risk consultant, Paul Chivers (Risk Facilitator). This initial work resulted in the development of both an Operational Checklist and a Lifeguard Operations Manual by Paul Chivers which was rolled out in 2013. Since then, the focus has been on the creation and ongoing review of the Lifeguard Services Risk Profile. The first draft of the Risk Profile was created in 2015 and is attached to this report. The Profile was created by Paul Chivers in conjunction with the Executive Manager, Safe Waverley with some oversight from Council’s Risk and Safety team.

The first Risk Profile was created through a process of consultation with key internal and external stakeholders with the major input coming from Council’s professional Lifeguards. The aim of the Risk Profile is to highlight a number of risks associated with the beach and lifeguard activities. They evaluate and rate the identified risks, often as extreme, and then identify treatments that should be applied in order to manage risk. Over the last few years, there have been multiple versions of the Lifeguard Services Risk Profiles with the most recent versions from 2016 and 2017 also attached to this report. Further consultation with a limited stakeholder group was completed during the creation of the current Risk Profile.

Given the recent public and media focus on beach safety and risk, the General Manager has asked Council's Risk and Safety Manager to review the current Risk Profile and survey work being carried out, and to look at the previous work that has been done. It is unfortunate that the wording within the survey did not reflect Council's resolution and was not initially identified within the organisation, leading to media speculation about the banning of surfing at Bondi Beach. It is clear that Council's focus in the resolutions it has passed on these matters has essentially been on safety and addressing risk within its beach operations activities. Based on this, and the high levels of risk extant in the beach environment, the General Manager has asked that the Risk Profile work be augmented by bringing in Council's specialist risk expertise to assist staff, along with any additional external peer review assistance that may be required. This will also feed into the broader corporate work on risk management *inter alia* that the General Manager is commencing.

The historic and current risk profile work provides a useful starting point for strengthening Council's risk management approach. The purpose of this report is not to criticise work that has previously been undertaken, however, an initial analysis of the work suggests that the robustness of this work can be enhanced by undertaking a more systematic analysis of both risks and events or occurrences likely to crystalize risks, together with a more systematic analysis of preventative risk treatments and consequence reducing response actions. The process may also benefit from a stronger focus on data analysis in conjunction with the regular reporting and information provided by Waverley's four surf clubs. It is also not clear that all potential risks have been identified in a systematic way, with most risks being identified through the initial stakeholder consultation process. In addition, while the series of risk profile reports shows a decline in the level of residual risk over time, it is not necessarily clear from reading the reports how all of the treatments proposed link to the declining levels of residual risk. In terms of actions to be taken, the reports tend to identify a fairly generic "monitor and review" action, rather than specific and measurable actions, controls and critical control points that allow detailed evaluation of how controls are working and where residual risk levels are sitting.

It should further be noted that the current Risk Profile relates to Lifeguard Services, where Council would benefit from a more holistic approach to Beach Operations. Discussions held at Waverley Council's Surf Club Committee indicate the potential for a more integrated approach to the management of its beaches, particularly given Waverley has some of the busiest and most dangerous beaches in the country. The renewed focus on enterprise risk management provides Council with the perfect opportunity to review its current operations and how effectively they integrate with the work of Waverley's four Surf Clubs who have access to significant resources and expertise. All four Clubs have indicated their willingness to participate in a 'Surf Safety Summit' meeting with Lifeguards and other relevant staff which Council is planning to arrange within the next few weeks.

Augmenting the risk management work done in this area should significantly help the lifeguard service in reducing risk and improving beach safety. Ultimately the goal is to provide the best and safest environment for our residents and visitors. While an important element of the service is the skill, training and "craft" of the staff employed, studies of incidents, accidents and disasters the world over point to the extreme dangers in relying on people performance alone. Risk management in general, and health and safety practice in particular, is based on adding systems, processes and safeguards to approaches for dealing with risk so that a "disaster" is more than just a human error away.

### **Operational Priority – Crowded Public Space Safety at Bondi Beach and Oxford St Mall**

Council is currently engaged in a Request For Quotations (RFQ) process to engage a qualified security risk consultant to assist Council in this project. This work will result in the preparation of a report detailing identified risks and mitigation recommendations for enhancing public safety at Bondi Beach and Oxford St Mall while still maintaining the amenity of these areas. This can be achieved through a variety of means, including:

- Conduct of a risk assessment with a particular focus on the interface between pedestrians and vehicles along access roads

- Application of Crime Prevention Through Environmental Design (CPTED) principles, to design a safety and security solution that balances risk against the aesthetic and functionality of the respective precincts
- Engagement with neighbouring Councils, state and federal government agencies and emergency services
- A report detailing findings and recommendations for a range of contemporary and standards compliant solutions to mitigate identified risks.

The RFQ closed on Thursday 9 August, and the received submissions are currently being reviewed.

## **5. Financial impact statement/Timeframe/Consultation**

This work program is provided for within the Council's delivery program. The roll out of the program is ongoing in nature, however significant implementation will have occurred by 30 June 2019.

## **6. Conclusion**

The Council is implementing an Enterprise Risk Management Framework. This fits well with the General Manager's focus on risk management and probity issues. A key part of an effective risk management approach is ensuring risk management is operationalised and does not just sit in policy documents. Measures are being put in place to achieve this. Beach safety is an area of initial focus.

## **7. Attachments**

1. Draft Enterprise Risk Management Policy [↓](#)
2. Draft Lifeguard Service Risk Profile - September 2015 [↓](#)
3. Lifeguard Risk Profile - July 2016 (final version) [↓](#)
4. Current Lifeguard Risk Profile - July 2017 (final version) [↓](#) .

# Enterprise Risk Management (ERM) Policy

<b>Responsible Officer</b>	[Manager Risk & Safety; Risk & Safety; People & Culture]
<b>Date adopted by Executive Leadership Team</b>	
<b>Date adopted by Council</b>	
<b>Version</b>	3
<b>Review date</b>	July 2019
<b>TRIM reference</b>	

## Policy Amendments

Version	Date	Responsible Officer	Description
1	May 2014	Manager Risk & Safety	New Policy
2	October 2016	Manager Risk & Safety	Review and updates
3	August 2018	Manager Risk & Safety	Review and overhaul. Update to current policy template. Referred to Council for approval.

### 1. Background

Risk arises in all aspects of Council's operations and at all stages within the life cycle of those operations. It can represent both opportunity and threat, and must therefore be managed appropriately.

This policy confirms Council's commitment to adopting a strategic, consistent and structured enterprise-wide approach to risk management in order to achieve an appropriate balance between realising opportunities for gains and minimising losses. The policy reflects the *Australian New Zealand Risk Management Standard (AS/NZS ISO 31000:2009)* which provides the overall framework for risk management at Council, along with Council's Risk Management Strategy.

Risk management involves establishing an appropriate risk management infrastructure and culture, and applying logical and systematic risk management processes to all stages in the life cycle of any activity, function or operation. By minimising losses and maximising gains, risk management enables Council to best meet its organisational objectives as set out in the Waverley Together 3 strategic document.

Risk management is an integral part of sound management practice and an essential element of good corporate governance, as it improves decision-making and enhances outcomes and accountability.

### 2. Objective (Purpose)

Waverley Council understands that large, unmitigated risks can adversely impact its stakeholders and its ability to achieve strategic and operational objectives. Accordingly Council is committed to a systematic, proactive and enterprise wide approach to managing risk.

The aim of this policy is to ensure that Council makes informed decisions with respect to the activities that it undertakes by appropriately and systematically considering both risks and opportunities.

The application of this policy and related Strategy will provide the basis for:

More confident and rigorous decision-making and planning;

- Better identification of opportunities and threats;
- Pro-active rather than re-active management;
- More effective allocation of resources;
- Improved incident management and reduction in loss and the cost of risk, including insurance premiums;
- Improved public confidence and trust;
- A clear understanding by all staff and elected officials of their roles, responsibilities and authorities for managing risk;

- Improved compliance with relevant legislation;
- Better corporate governance;
- The development of a more risk aware organisational culture through enhanced communication and reporting of risk;
- A consistent and systematic approach to the management of risk across the organisation;
- Effective business continuity planning;
- Risk management to be incorporated into the strategic and operational processes at all levels within Council

### 3. Definitions

Council will adopt a consistent terminology in relation to risk to ensure effective communication and awareness of risk and risk management throughout the organisation.

In the context of this policy and Council's Risk Management Strategy:

**Consequence;** the outcome of an event.

**Control;** the measure that is modifying risk.

**Control Owner;** the person or entity with the responsibility and authority to implement specified controls.

**Likelihood;** the chance of something happening.

**Inherent Risk;** the risk level prior to the implementation of any controls.

**Monitoring;** continual checking, supervising, critically observing or determining the status of risk in order to identify change from the performance level required or expected.

**Residual risk;** the risk remaining after controls have been put in place.

**Review;** the activity undertaken to determine the suitability, adequacy and effectiveness of existing controls to achieve the established objectives.

**Risk;** the effect of uncertainty on objectives.

**Risk Analysis;** the process to comprehend the nature of risk and to determine the level of risk.

**Risk Appetite/Risk Tolerance Level;** the amount of risk that Council is prepared to accept or be exposed to at any point in time in pursuit of its objectives.

**Risk Assessment;** the overall process of risk identification, risk analysis and evaluation.

**Risk Evaluation;** the process of comparing risk analysis with the risk tolerance level to determine whether the risk and/or its magnitude are acceptable to Council.

**Risk Identification;** finding, recognising and describing risks.

**Risk Management;** co-ordinated activities to direct and control the organisation with regard to risk.

**Risk Rating;** the magnitude of a risk or combination of risks, expressed in terms of the combination of consequence and their likelihood rating resulting from the application of Council's risk assessment matrix.

**Risk Management Action Plan (RMAP);** the program within the Risk Management Strategy specifying the approach, management components and resources to be applied to the management of risk each financial year.

**Risk Management Framework;** the systematic application of management policies, strategy and practices to the activities of communicating, consulting, establishing the context, identifying, analysing, evaluating, treating, monitoring and reviewing risk.

**Risk Management Strategy;** the set of components that provide the foundations and organisational arrangements for designing, implementing, monitoring, reviewing and continually improving risk management throughout the organisation.

**Risk Owner;** the person or entity with the accountability and authority to manage a risk.

**Risk Profile;** the description of any set of risks.

**Risk Register;** the library of all risks identified, analysed and treated by the organisation.

**Risk Treatment;** the selection and implementation of appropriate options for dealing with risk.

#### 4. Scope

This policy applies to all Councillors, Managers, staff, contractors and volunteers across all Council activities and processes.

#### 5. Roles and Responsibilities

**Elected Representatives** are ultimately responsible for adopting and committing to this policy, identifying and monitoring emerging risks and fully considering risk management issues contained in Council reports. This requires support for the implementation of risk management through the allocation of funding to instigate this and associated activities crucial to the process as well as ongoing recognition of the process as an integral part of Council's goals and objectives.

**The Audit Committee** is responsible for reviewing whether management has in place a current and comprehensive risk management framework, and associated procedures for effective identification and management of business and financial risks, including fraud. The Committee is responsible for providing independent assurance and assistance to Council on risk management, control, governance, and external accountability responsibilities.

**The Executive Leadership Team (ELT)** is responsible for establishing and reviewing the framework for identifying, monitoring and managing significant business risks, periodically reviewing the Risk Management Policy and Strategy and ensuring risk management practices operate within the framework provided by AS/NZS ISO 31000: 2009, relevant legislation and Council Policy.

**The General Manager**, with the assistance of senior management, is responsible for leading the development of an enterprise risk management culture across the organisation and ensuring that the Enterprise Risk Management Policy and Strategy are being effectively implemented.

**Directors** are responsible for establishing the process for managing risk and ensuring that the Enterprise Risk Management Policy and Strategy are being effectively implemented within their areas of responsibility.

**Managers** are required to create an environment where the management of risk is accepted as the personal responsibility of all staff, volunteers and contractors. Managers are accountable for the implementation and maintenance of sound risk management processes and structures within their area of responsibility in conformity with Council's risk management framework.

**The Risk and Safety Manager** is responsible for developing and coordinating the processes for the management of risk throughout the organisation. This may include the provision of advice and service assistance to all areas on risk management matters. Responsible for the development of the Risk Management Action Plan (RMAP) each year.

**The Risk Management Officer** is responsible for the provision of advice and assistance to management and staff in all risk management matters, and oversee all insurance claims. Responsible for the implementation of the RMAP each year and to assist the Risk & Safety Manager on all risk management issues.

All **staff, contractors and volunteers** are responsible and accountable for taking practical steps to minimise Council's exposure to risks in so far as is reasonably practicable within their area of activity and responsibility. Council is committed to create a risk management culture throughout the organisation, where all staff are actively involved in the management of risk. It is recognised and accepted that risk management is every employee's responsibility and is to be applied to all aspects of their duties.

Council recognises that quality results can only come from fostering and maintaining ownership of risk management at all levels within the organisation. This is not a separate and distinct function but rather an essential element of the whole.

## 6. Functional Responsibilities

**Risk Owners** - Every risk on the risk register will have a risk owner specified. Risk owners are the primary person accountable for the management of the risk and its documentation.

Risk owners are responsible for:

- Identification and evaluation of the adequacy of controls for managing the risk;
- Identification and endorsement of the requirements and resources to implement risk treatment strategies;
- Where controls are evaluated as ineffective or inadequate, the risk owner will establish suitable treatments to ensure the effectiveness of the control is corrected.

In general the ELT or managers will be the risk owner for strategic risks.

**Control Owners** – Existing policies, procedures and processes (i.e. 'controls') that mitigate a risk will be identified for all registered risks.

The control owner is the officer responsible for the management of a policy, procedure or process that has been identified as a control. Typically each risk may have several control owners.

Where controls are evaluated as being inadequate the control owner will participate in the development of a treatment to improve the effectiveness of the control.

In general control owners will be managers, team leaders or co-ordinators.

## 7. Related Policies and Procedures

This policy will work in conjunction with Council's Work Health & Safety Policy, Risk Management Strategy and Business Continuity Plan.

## 8. Links to the Delivery Program and Operational Plan

<b><i>Waverley Together 3</i></b>	<b><i>Delivery Program</i></b>	
<b>Direction 2014-2024</b>	<b>Strategies</b>	<b>Deliverables</b>
G7. In service delivery sound safety and risk management practices are maintained to protect the community and service agency staff.	G7a. Provide a safer environment by implementing specific risk management practices.	Deliverable 5. Establish effective organisational risk management practices.

## 9. Review of Policy

This policy takes effect immediately upon approval by Council. It is to be reviewed annually from the date of adoption by Council by the Manager Risk & Safety and the Risk Management Officer.

**LIFEGUARD SERVICE RISK PROFILE – DISCLAIMER**

1. Version 1 (draft), dated September 2015, was a collation of responses from the 38 participants in the survey. Not every response from every participant was entered, nor were their responses entered word-for-word, as there were general 'themes' by which responses could be grouped to create the overall risk descriptor.
2. Version 1 is an inaccurate representation of the risk status or profile of the Lifeguard Service as at September 2015 because the existing controls/treatments and additional controls had not yet been input by Council. Version 1 was presented to Council with the expectation that existing controls and additional controls would be input, which would then change the detail in several of the other columns.
3. In summary, the columns with the following headings cannot be accepted as accurate in Version 1:
  - Consequence
  - Likelihood
  - Risk level
  - Existing controls
  - Control effectiveness
  - Residual risk rating
  - Risk decision
  - Additional controls
  - Implementation status
4. As part of the project brief, Version 1 was to be presented to Council with the intention that key stakeholders would review the document and respond to the existing and additional controls columns. This information would then be returned to the consultant to reassess the risk level and amend:
  - Control effectiveness
  - Residual risk rating
  - Risk decision
  - Implementation status
5. The third and final stage of finalising the document required Council to review the amended detail and add actions required, dates due, responsibility and review dates. Given the complexity of the document, it required several meetings and discussions with key stakeholders before the document was able to be finalised. The final version, dated July 2016, is the collation of responses from participants and the required input from Council. It is therefore considered to be the final document, and a current and accurate risk profile of the Lifeguard Service.

DRAFT DOCUMENT. REFER TO DISCLAIMER.



## Lifeguard Service Risk Profile

September 2015

Version 1.0

**Prepared for**

Mr Scott Field,

Executive Manager, Safe Waverley, Waverley Council

**Prepared by**

Mr Paul Chivers,

Chief Risk Advisor, Grad Cert RM, CPRM, GIA (Cert), JP

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**DRAFT DOCUMENT. REFER TO DISCLAIMER.****Context**

As part of the corporate risk profiling requirements under the Waverley Council Risk Management Policy, all managers are required to establish and periodically review an operational risk profile for their areas of the organisation. These profiles are to be maintained in the corporate risk register that are managed by the Risk and Safety Manager. The risk register should identify and evaluate key operational risks that are relevant to the area in question in accordance with standard AS/NZS ISO 31000:2009 Risk Management – Principles and Guidelines for risk management (ISO31000).

Riskfacilitator has been engaged by Mr Scott Field, Executive Manager, Safe Waverley, Waverley Council to conduct a risk profile on lifeguard operations at Bondi, Tamarama and Bronte beaches.

Initial consultation began in 2012, with the development of the first risk profile on lifeguard operations identifying 19 key risks and 48 recommendations. Waverley Council commissioned the review and update of the 2007 Lifeguard Operations Manual in 2013. The updated document was released in 2014. Regular consultation and communication with Waverley lifeguards and industry experts on matters of surf risk & safety has continued for the past 3 years.

**Risk management objective**

The key objective for Waverley Council is to deliver operational effectiveness by having the framework, program and systems that support the process of identification and assessment of risk, together with the analysis of existing controls and the continued consultation, communication, monitoring and reviewing required to demonstrate diligent and defensible risk management.

**Risk methodology adopted**

The International Organisation for Standardisation (ISO) prescribes the suggested standard ISO31000. This methodology and risk management process together with Waverley Council risk appetite and tolerances descriptors, were used in the development of this risk profile in conjunction with IEC ISO 31010 Risk assessment techniques and ISO Guide 73:2009 Risk management – Vocabulary.

**Depth of analysis**

This risk profile looks at key risks associated with lifeguard operations under the jurisdiction of Waverley Council to the extent that is reasonably practicable. The depth of analysis provides a level of assurance to stakeholders on the validity, quality and defensibility of the risk profile conducted.

- A total of 38 key stakeholders have been engaged in risk workshops and interviews (refer to Annex A - Stakeholder Register).
- A total of 20 key documents were reviewed and taken into context in the preparation of this risk profile (refer to Annex B – Document Register).
- 403 emails pertaining to lifeguard operations have been taken into context since 2012.
- 1311 items of electronic data has been generated in consultation with lifeguards since 2012.
- 4 key sections of lifeguard operations have been surveyed.
- 65 individual comments from risk-surveyed stakeholders have been collected.
- 104 specific risks were extrapolated from survey results.
- 52 key risks were identified for ISO31000 risk process analysis.

**DRAFT DOCUMENT. REFER TO DISCLAIMER.****Assumptions**

- This risk profile looks at key risks associated with lifeguard operations to the extent that is reasonably practicable.
- Any breaches in regulatory compliance or legal duty will be addressed immediately by Waverley Council.
- The risk profile is a dynamic document that should be updated regularly as organisational context, risks and their control effectiveness change.
- The risk profile will be monitored and reviewed by appropriately trained and educated stakeholders.
- All information collected and supplied by stakeholders is accurate and in accordance with specific industry standards and best practice.

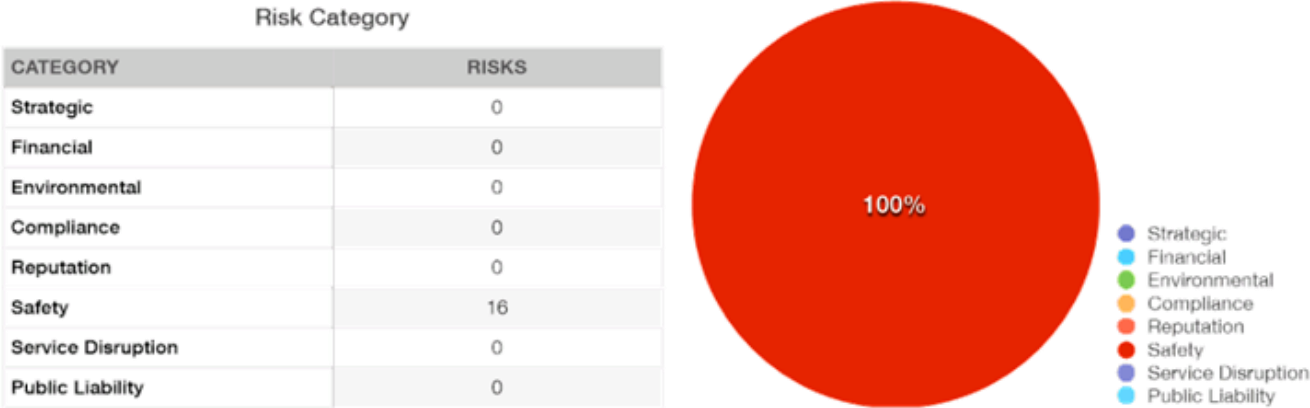
**Limitations**

- Not all stakeholders that were requested to take part in the risk identification process have. However, the level of consultation with these stakeholders over the past 3 years would suggest the risks identified are accurate and reasonable.
- Stakeholders have varying degrees of risk management knowledge and have varying perceptions of risk.

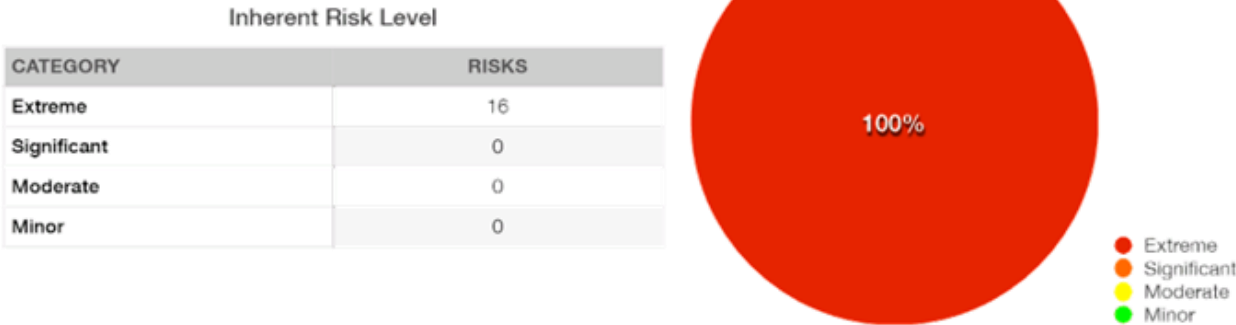
Section 1 Ocean 16 key risks have been identified.

This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. It may also include the pools at Icebergs, North Bondi and Bronte.

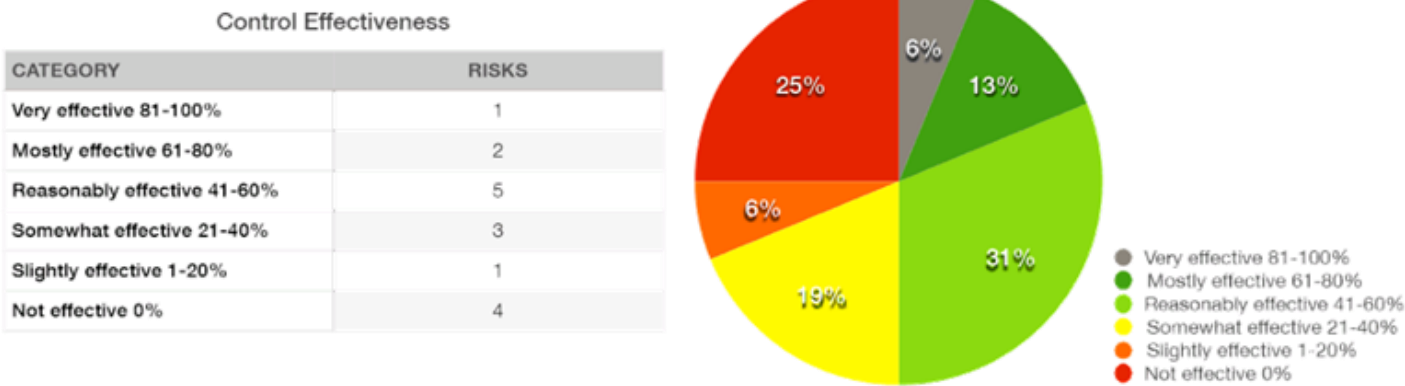
100% of risks identified concern safety.



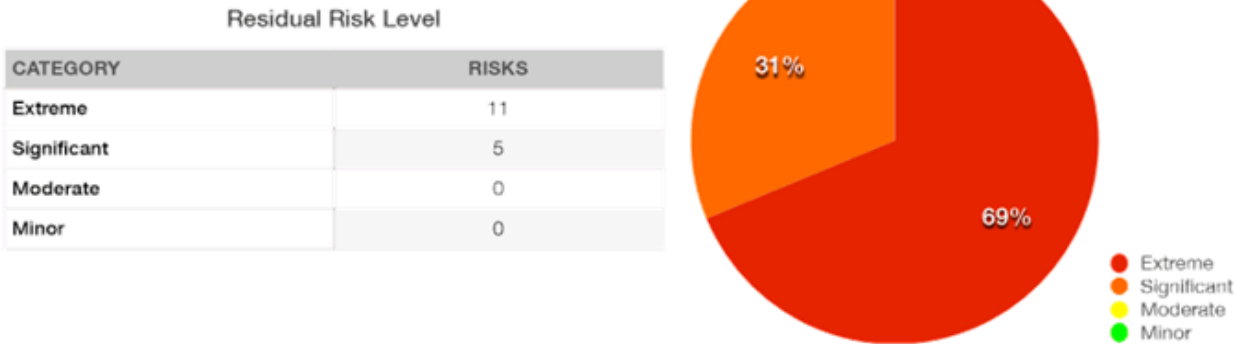
100% of inherent risks are extreme.



25% of controls currently in place are ineffective.



69% of residual risks are considered extreme.



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## Section 1 Ocean - Risk Summary

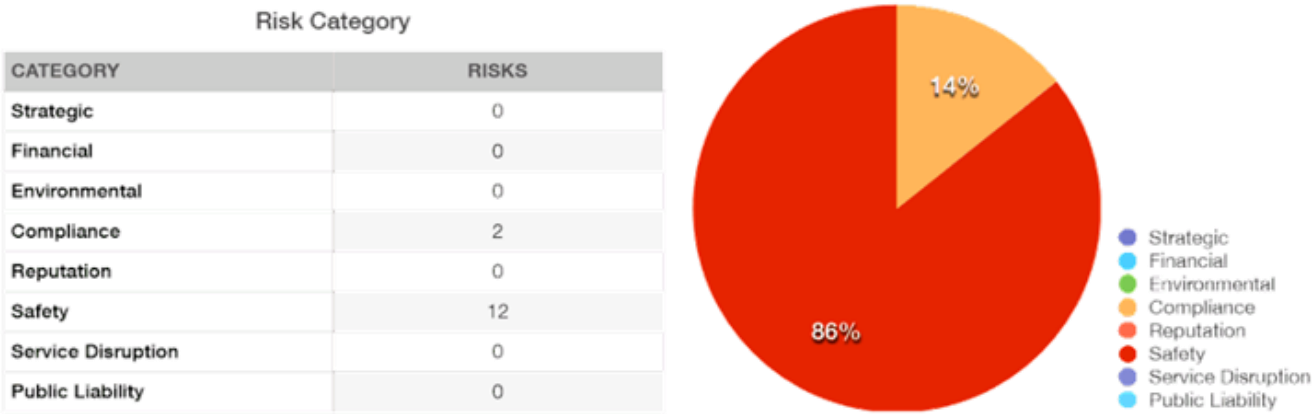
Serial	Risk Description	Risk Level	Control Effectiveness	Residual Risk Level
1	Due to the number of inexperienced board riders to Bondi, Tamarama and Bronte, there is an inadequate knowledge of surfing etiquette resulting in increase likelihood of incidents in the water and potential for injury or death.	Extreme	0 - Not effective (L3)	Extreme
2	Inadequate water proficiency levels (that is, the ability to execute their competent skill) of volunteer lifesavers, increasing the risk exposure to lifeguards when performing a rescue and potential for injury or death.	Extreme	2 - Somewhat effective (L3)	Significant
3	Vessels entering Bondi bay area and breaching exclusion zone / surf zone when sightseeing or in distress resulting an increased risk of collision with swimmer/s or surf craft and subsequent injury or death.	Extreme	3 – Reasonably effective (L3)	Significant
4	Inadequate and inconsistent aquatic surf zoning at Bondi, Bronte and Tamarama resulting in breaches by members of the public increasing the risks of collision and subsequent injury or death.	Extreme	3 – Reasonably effective (L3)	Extreme
5	Large ocean surf craft being used by inexperienced people in crowded areas e.g. Paddle boards, stand up paddle boards, surf boats, skis etc increasing the risk of injury of death to members of the public.	Extreme	3 – Reasonably effective (L2, L3)	Extreme
6	In adequate oversight by surf clubs for their training areas, increasing the risk of injury or death to participants and members of the public.	Extreme	3 – Reasonably effective (L2, L3)	Extreme
7	Inadequate enforcement of council regulation for people jumping from rocks above Bronte pool, off Bronte pool, flat rock at Bondi, Icebergs and any other rock areas increasing the risk of injury or death to themselves or other members of the public.	Extreme	0 - Not effective (L3)	Extreme
8	There is not a proportionate increase in lifeguards relevant to numbers of people or surf craft in the water resulting in an increased likelihood of death or serious injury on days of significant numbers.	Extreme	3 – Reasonably effective (L2, L3)	Extreme
9	Impeded vision of water's edge at Bronte from the current lifeguard office due to varying sand levels.	Extreme	4 – Mostly effective (L1)	Significant
10	Increase in marine activity at all beaches over the last 2 years, with more sightings of sharks, seals and whales resulting in a increased likelihood of a marine encounter that has the potential to be catastrophic.	Extreme	2 - Somewhat effective (L3)	Extreme
11	Inability to quantify actual risk levels of surf craft being used resulting in ineffective controls measures being implemented. Surf craft may include surf boat, stand up paddle boards, surf board hire, hand boards, surf skis, surf boards, rescue boards, etc.	Extreme	2 - Somewhat effective (L3)	Extreme
12	Limited swimming ability of people entering the water increasing the risk of injury or death.	Extreme	5 – Very effective (L2, L3)	Significant
13	Inability to prevent people in the water getting too close to whales and seals resulting in injury or death.	Extreme	4 – Mostly effective (L2, L3)	Significant
14	Delay in response to pool emergencies due to distance from lifeguard tower.	Extreme	0 - Not effective (L3)	Extreme
15	Inadequate training on jet ski's around Tamarama near the rocks increasing the risk of injury to lifeguards and subsequent injury or death to person in the water.	Extreme	1. Slightly effective (L3)	Extreme
16	Inability to inform swimmers that don't speak English of hazards and risks associated with the surf.	Extreme	0 – Not effective	Extreme

Section 2 Beach & Rock

14 key risks have been identified.

This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. This may include the beach and rock areas of Bondi, Tamarama, and Mackenzies Bay.

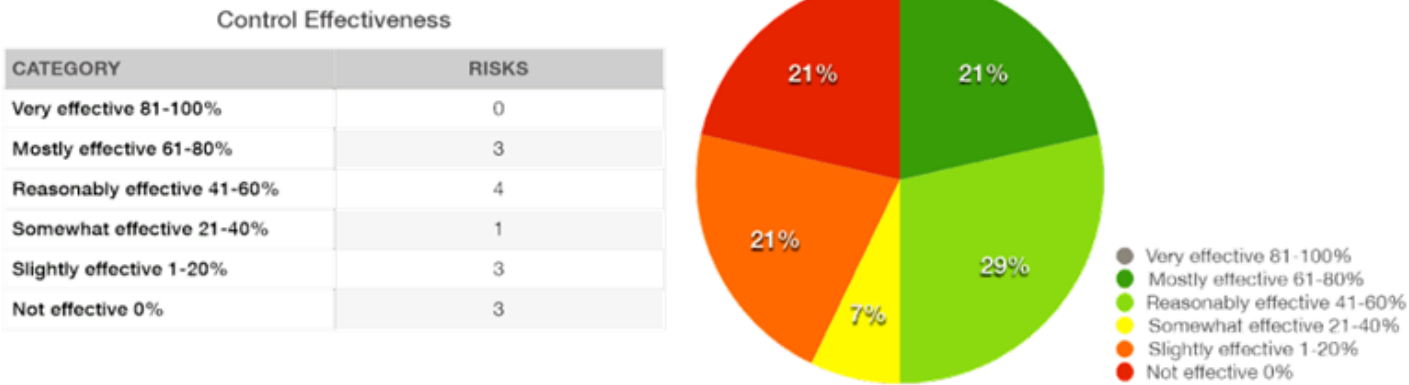
86% of risks identified concern safety.



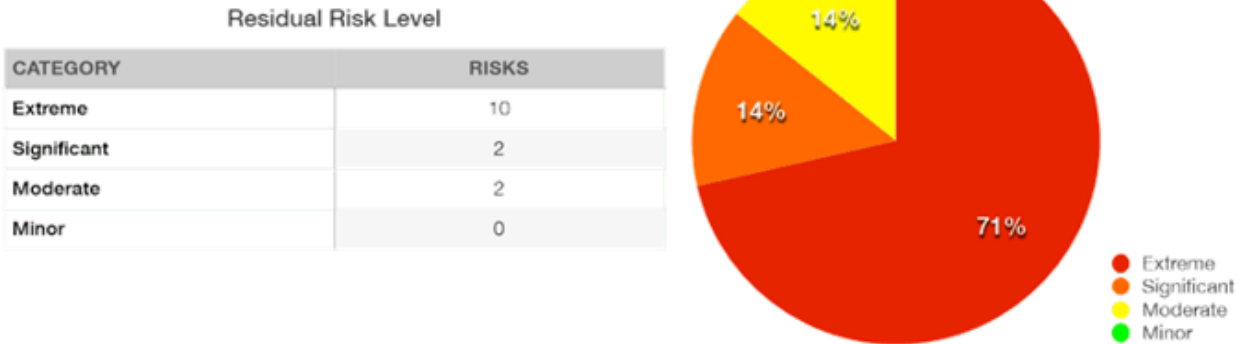
86% of inherent risks are extreme.



21% of controls currently in place are ineffective.



71% of residual risks are considered extreme.



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## Section 2 Beach &amp; Rock - Risk Summary

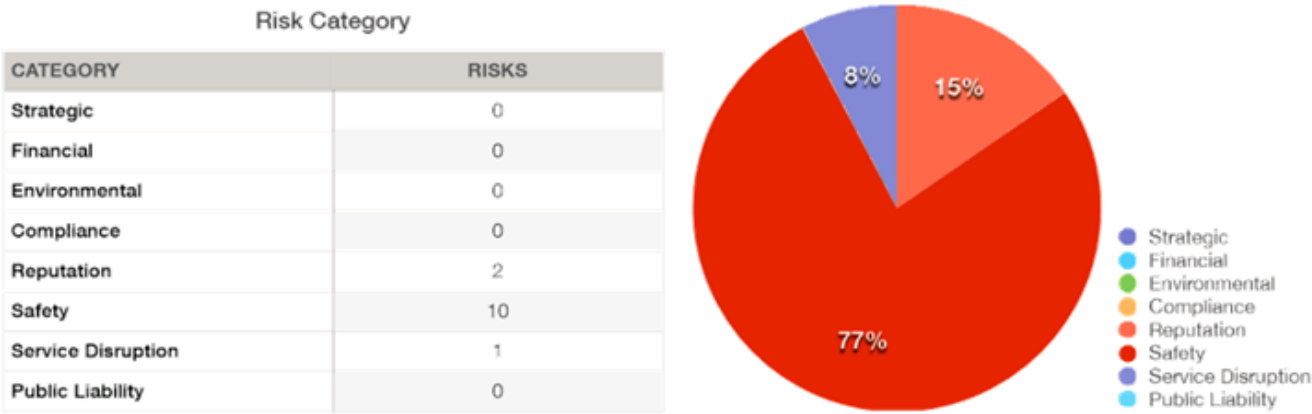
Serial	Risk Description	Risk Level	Control Effectiveness	Residual Risk Level
1	Ineffective signage and flags used to control board riders resulting in breaches of council policy and increased risk of injury or death to members of the public.	Extreme	3 – Reasonably effective (L2, L3)	Extreme
2	Ineffective control measures for preventing members of the public from swimming into rips.	Extreme	4 – Mostly effective (L2, L3)	Extreme
3	In effective communication system for notifying people on the beach and in the water resulting in important safety messages not being heard.	Extreme	3 – Reasonably effective (L3)	Extreme
4	Difficulty in controlling non flagged areas at Bondi as there are many points of entry along the shoreline increasing the risk of injury or death to a member of the public.	Extreme	3 – Reasonably effective (L2, L3)	Extreme
5	Ineffective enforcement of rules and regulations by council on the beach resulting in continual breaches by members of the public.	Extreme	1 – Slightly effective (L1, L2, L3)	Extreme
6	The risk of rock overhangs collapsing resulting in injury or death to lifeguard or member of the public.	Moderate	0 - effective	Moderate
7	Inadequate CCTV coverage of the rock area known as the "Twins" at Tamarama resulting in the inability to see a member of the public in distress.	Extreme	3 – Reasonably effective (L2, L3)	Extreme
8	Lack of understanding amongst lifeguards on jurisdictional boundaries for rescues resulting in lifeguards performing rescues outside of their legal duty.	Extreme	1 – Slightly effective (L3)	Extreme
9	The distance from Bondi Beach lifeguard tower to north and south ends (where the majority of rescues occur) contributes to a delay in the provision of lifeguards as compared to directly in front of the tower.	Extreme	4 – Mostly effective (L2, L3)	Significant
10	The risk that members of the public are impaled by a beach umbrella supplied by the hire company or injured by council signage or other equipment in windy conditions.	Moderate	0 – Not effective	Moderate
11	Contractors, SLSA or police operating vehicles on the beach are not inducted on council policy or procedures as required by WHS legislation.	Extreme	0 – Not effective	Extreme
12	Limited access along beaches in summer on high tide resulting in inability to respond to a rescue and increased likelihood of injury or death to a member of the public.	Extreme	2 – Somewhat effective (L2, L3)	Extreme
13	Inadequate risk assessments conducted by council or reviewed by council for events prior or during increasing the likelihood of injury or death to a member of the public.	Extreme	1 – Slightly effective (L3)	Extreme
14	Inability for members of the public to see flags or signage on busy days resulting in breaches in safety controls.	Extreme	4 – Mostly effective (L2, L3)	Significant

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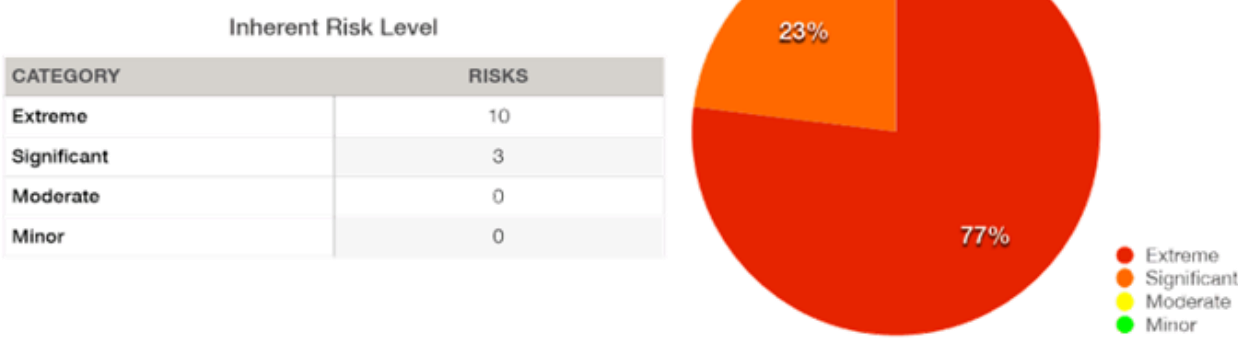
Section 3 Back of Beach 13 key risks have been identified.

This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. This may include Bondi lifeguard tower, Bondi pavilion, Queen Elizabeth drive, park drive, Bondi parking, Tamarama lifeguard tower, Bronte lifeguard tower, Bronte toilet and shower facilities, Bondi to Bronte walk way, Bronte cutting and any parklands and playgrounds between Bondi to Bronte.

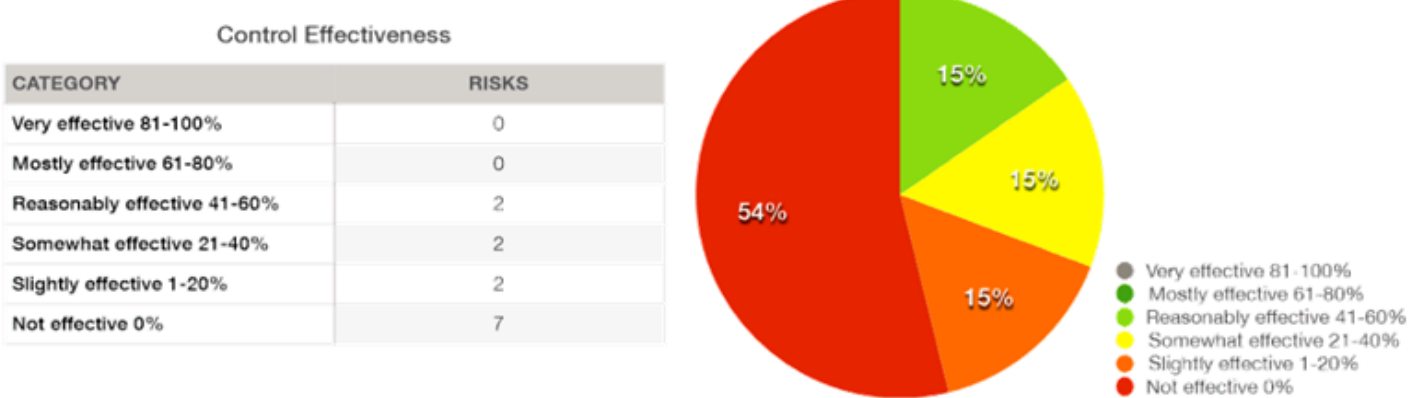
77% of risks identified concern safety.



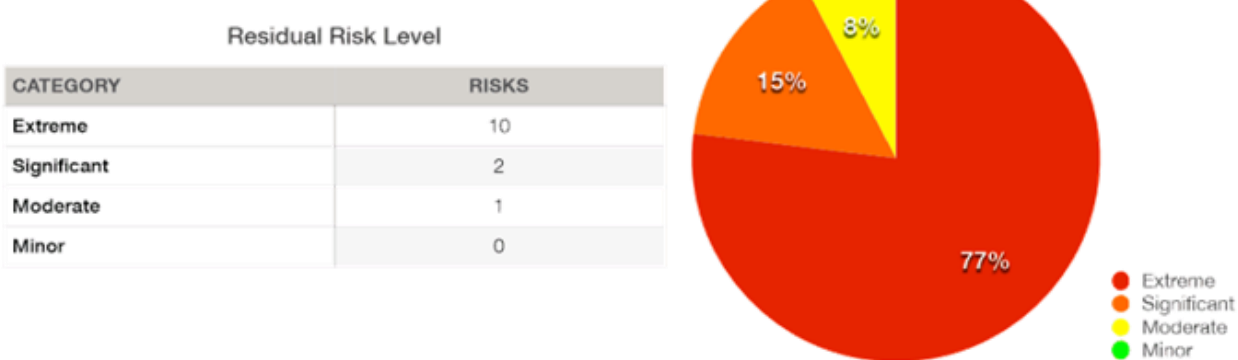
77% of inherent risks are extreme.



54% of controls currently in place are ineffective.



77% of residual risks are considered extreme.



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## Section 3 Back of Beach - Risk Summary

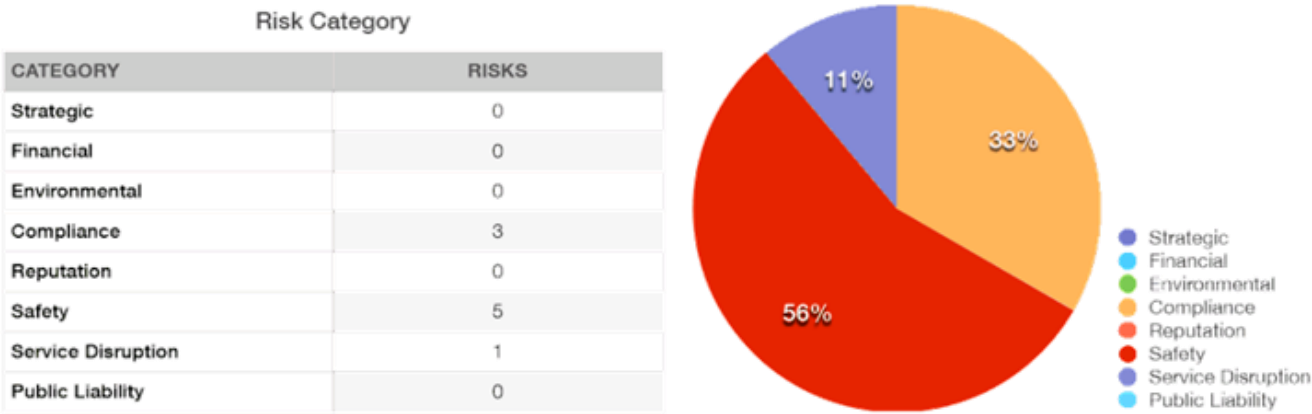
Serial	Risk Description	Risk Level	Control Effectiveness	Residual Risk Level
1	The risk that lifeguard towers do not meet work health and safety standards as a workplace nor suitable for the provision of first aid treatment.	Extreme	0 – Not effective	Extreme
2	Board hire companies supplying hard boards to inexperienced people increasing the risk of injury or death to members of the public.	Extreme	0 – Not effective	Extreme
3	Poor maintenance of local facilities leads to increased exposure to hazards and the risk of injury to the local community.	Extreme	3 – Reasonably effective (L1, L2, L3)	Extreme
4	Beach can be left short staffed at times responding to back of beach incidents.	Extreme	0 – Not effective	Extreme
5	No dedicated walking path for pedestrians walking through the cutting at Bronte resulting in increased risk exposure of injury or death on busy days.	Extreme	0 – Not effective	Extreme
6	Insufficient provision of toilets at the south end of Bondi when there is evidence of expected numbers in the area.	Significant	3 – Reasonably effective (L2, L3)	Moderate
7	Inadequate controls measures in place to prevent pedestrians being hit on Queen Elizabeth Drive.	Extreme	1 - Slightly effective (L3)	Extreme
8	Inadequate pedestrian safety along high transit areas that are in close proximity to vehicular traffic.	Extreme	2 – Somewhat effective (L2, L3)	Extreme
9	No allocated parking bays for lifeguards at all towers resulting in delays for staff attending shifts.	Significant	2 – Somewhat effective (L2, L3)	Significant
10	Inadequate management of homeless people at Bondi pavilion.	Extreme	0 – Not effective	Extreme
11	Increased exposure of needle stick injury in public toilets and change room facilities as a result of not having sharps bins.	Significant	0 – Not effective	Significant
12	Poorly maintained lighting in Bondi park south of the pavilion resulting in an increased risk of injury from trip hazards or risk of assault.	Extreme	1 - Slightly effective (L1, L2, L3)	Extreme
13	No evacuation plans or consultation with lifeguards on mass evacuation from Bondi Pavilion resulting in lifeguards not knowing what to do in the event of a emergency of that nature.	Extreme	0 – Not effective	Extreme

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Section 4 Management 9 key risks have been identified.

This will look at council and lifeguard management and the systems and processes in place to manage day-to-day operations. It may include issues relating to Work Health & Safety, Human Resources, Emergency Management, Event management etc.

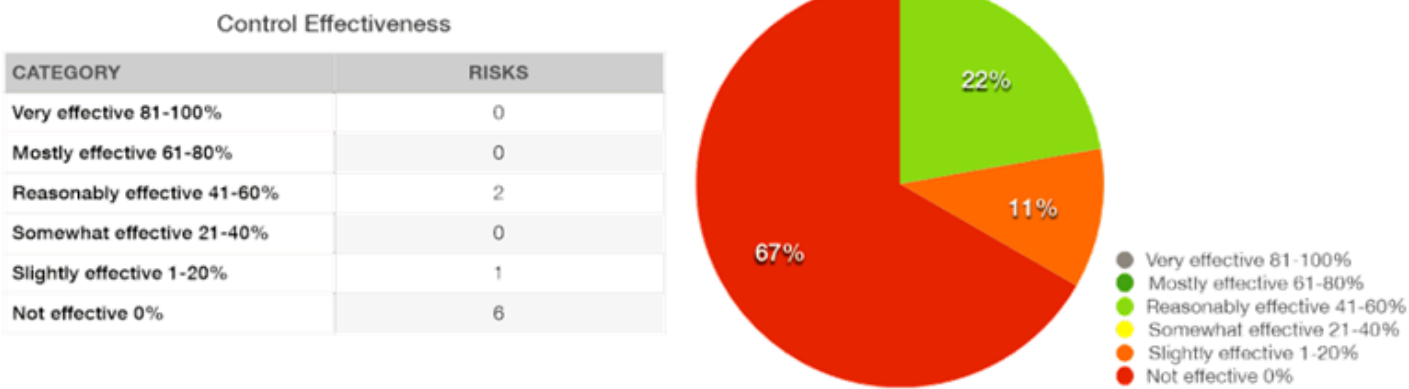
56% of risks identified concern safety.



89% of inherent risks are extreme.



67% of controls currently in place are ineffective.



89% of residual risks are considered extreme.



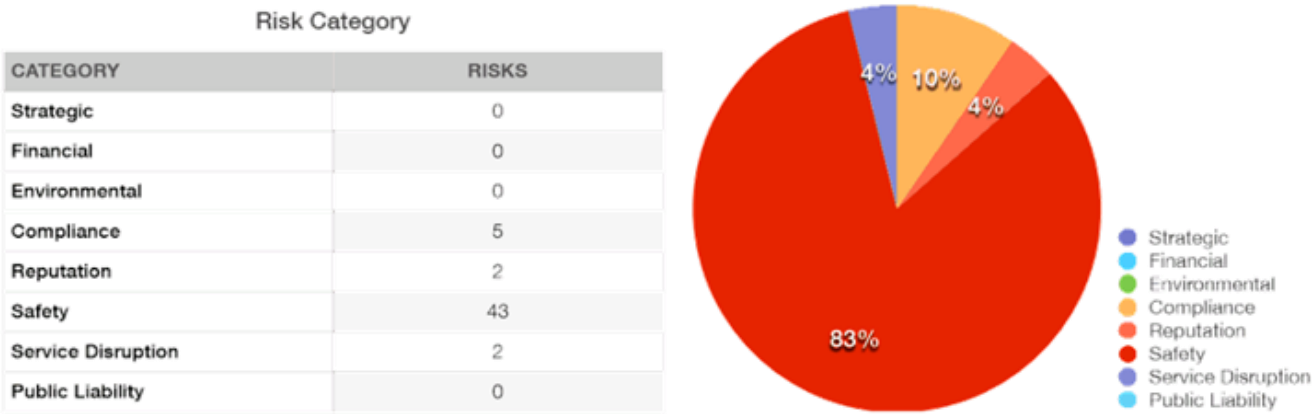
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## Section 4 Management - Risk Summary

Serial	Risk Description	Risk Level	Control Effectiveness	Residual Risk Level
1	Lifeguard job descriptions are out of date and not relevant.	Extreme	0 – Not effective	Extreme
2	No drug or alcohol training for supervisors or staff that are required by council policy to enforce breaches.	Extreme	0 - Not effective	Extreme
3	Council has been aware of intoxicated and drug effected lifeguards for several years currently in workplace performing duties.	Extreme	0 - Not effective	Extreme
4	Not having a lifeguard coordinator available during day-to-day operations to support or guide lifeguards in the event of a major incident or just general operations.	Extreme	1 – Slightly effective (L2, L3)	Extreme
5	Inadequate training and oversight for lifeguards on Work Health and Safety (WHS) in the workplace. Current WHS policy is outdated.	Extreme	0 – Not effective	Extreme
6	Inadequate oversight and structured leadership by council on lifeguard operations resulting in a disconnect on management issues and subsequent poor integration of council policy and procures.	Extreme	3 – Reasonably effective (L1, L2, L3)	Extreme
7	The response of council to matters relating to lifeguards risk and safety concerns are not formally assessed or prioritised immediately. Issues can take months to years to rectify and implement controls.	Extreme	3 – Reasonably effective (L1, L2, L3)	Extreme
8	No fatigue risk management program monitoring rostered hours of lifeguards in peak season.	Extreme	0 – Not effective	Extreme
9	There are no members of the council risk and safety team available on the weekend. This is the busiest time for lifeguards, contractors and incident / accident occurrences.	Significant	0 – Not effective	Significant

Overall Summary of Findings - 52 key risks have been identified.

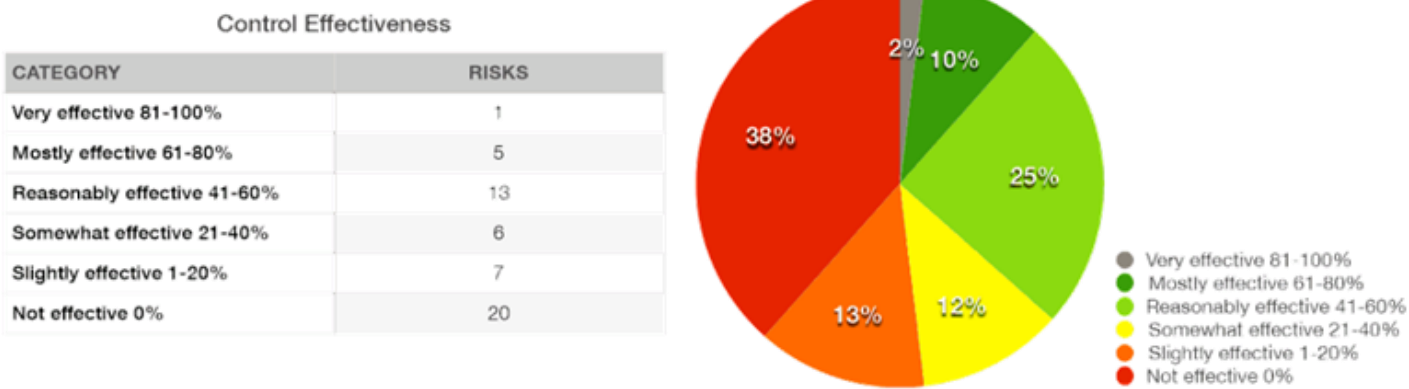
83% of risks identified concern safety.



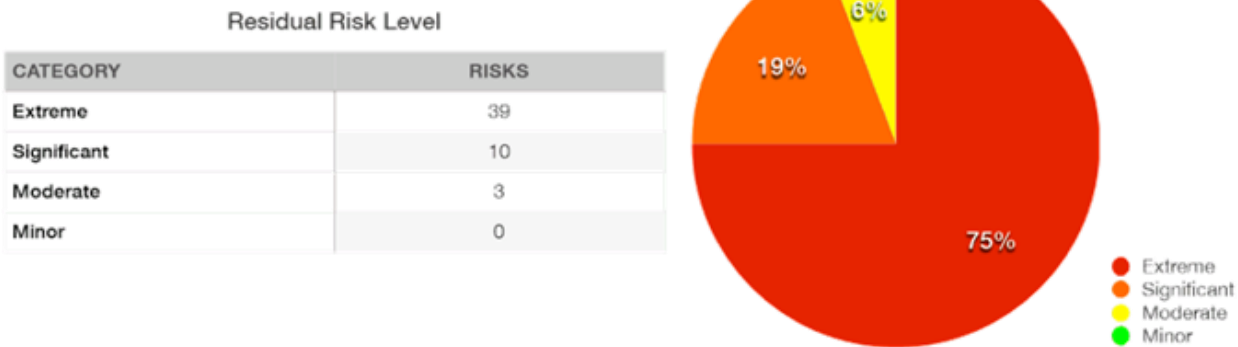
88% of inherent risks are extreme.



38% of controls currently in place are ineffective.



75% of residual risks are considered extreme.





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## Risk Scales

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Control Effectiveness Rating	WHS Hierarchy of Control	Risk Decision	Implementation Status
<p>The effectiveness of existing controls in place should be considered when deciding response to the risk. Determine whether additional mitigation strategies are required based on the control rating below and implement actions that are practical and cost effective.</p>	<p>The WHS Hierarchy of control level is also included to demonstrate effectiveness.</p>	<p>A decision is made on action to be taken once a residual risk level is measured, considering the impact on strategic imperatives, the appropriateness of the activity and the projected cost of implementing sufficient controls to further reduce the risk exposure.</p>	<p>The implementation status of additional controls / treatments should be monitored and reviewed.</p>
<p><b>5 - Very effective 81-100%</b>Score Control is reliable and effective. Fully documented process and well communicated.</p> <p><b>4 - Mostly effective 61-80%</b> The control is mostly reliable and effective. Documentation exists but can be better communicated.</p> <p><b>3 - Reasonably effective 41-60%</b> Control is reliable but not effective as documentation and /or communication could be improved.</p> <p><b>2 - Somewhat effective 21-40%</b> Control may be reliable but not very effective as control design can be improved.</p> <p><b>1 - Slightly effective 1-20%</b> The control is not reliable as it is not well designed, documented and/or communicated.</p> <p><b>0 - Not effective 0%</b> The control does not address risk</p>	<p><b>Highest</b></p> <p><b>Level 1</b> Eliminate the hazards</p> <p><b>Level 2</b> Substitute the hazard with something safer Isolate the hazard from people Reduce the risks through engineering controls</p> <p><b>Level 3</b> Reduce exposure to the hazard using administrative actions Use personal protective equipment</p> <p><b>Lowest</b></p> <p>Level of health and safety protection</p> <p>Reliability of control measures</p> <p><b>Most</b></p> <p><b>Least</b></p>	<p><b>Accept</b> Proposed activities are within the risk appetite of Waverley Council and current effort level needs to be maintained.</p> <p><b>Reduce</b> Increase activities and effort to reduce consequence or likelihood of event.</p> <p><b>Avoid</b> Avoid the risk by deciding not to start or continue with the activity that gives rise to the risk.</p>	<p><b>Complete</b> All additional controls and treatments have been implemented and are substantially effective.</p> <p><b>Work in Progress</b> Additional controls and treatments are currently being implemented and yet to be complete.</p> <p><b>Incomplete</b> Additional controls and treatments have not been completed.</p>



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## Risk Profile Matrix

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Consequence descriptors									Likelihood				
Category	Strategic	Financial	Environmental	Compliance	Reputation	Safety	Service Disruption	Public Liability	1 - Rare	2 - Unlikely	3 - Possible	4 - Likely	5 - Almost Certain
5 - Very High	Most objectives can no longer be achieved. Complete revision of long term business model required.	> \$5m financial impact (one off) or > \$2m (recurrent).	Very serious irreversible damage to environment and /or multiple sites or ecosystems, prosecution of Council.	Significant breach leading to investigation by external agency resulting in successful prosecution or sacking of Council.	Sustained negative national media coverage, total loss of stakeholder trust in Council, damage to reputation that takes many years to repair.	Loss of life or serious permanent injury, major prosecution for breach of WHS legislation.	Majority of organisation unable to function, community health and wellbeing compromised.	Major class action against Council.	Moderate	Significant	Extreme	Extreme	Extreme
4 - High	A number of significant business objectives can no longer be achieved.	\$2m - \$5m financial impact (one off) or \$1m - \$2m (recurrent).	Significant long term impact on built & natural environment, investigation of Council with adverse findings.	Major breach leading to investigation by external agency resulting in negative findings, fines or penalties.	Significant adverse media at state level, isolated loss of stakeholder trust, damage to reputation that takes many months to repair.	One off major breach of WHS legislation, lost time injuries requiring major medical treatment.	Some parts of organisation unable to function, significant impact on community amenity, some community health and wellbeing impacts.	Multiple large claims against Council above insurance excess.	Moderate	Moderate	Significant	Extreme	Extreme
3 - Medium	Some important business objectives can no longer be achieved.	\$500k - \$2m financial impact (one off) or \$200k - \$1m (recurrent).	Serious medium term effects on built & natural environment from single incident (e.g. one off pollution spill).	Minor breach of legislation resulting in warnings, improvement notices etc.	Concerns from some key stakeholders, major local media coverage (short duration).	Short duration lost time injury requiring minor medical treatment, minor breach of WHS legislation.	Single services or activities unable to be delivered, some impact on community amenity.	Multiple claims under insurance excess or single large claim above excess.	Minor	Moderate	Moderate	Moderate	Significant
2 - Low	Some reprioritisation of resources to enable business objectives to be achieved.	\$100k - \$250k financial impact (one off) or \$50k - \$200k (recurrent).	Short term effects on built & natural environment, damage to a single property or parcel of land, breach of policy.	Investigation finding technical breach of legislation.	Heightened concerns from individual stakeholders, some short term media concern.	Minor injuries or illness from normal activities treated by first aid.	Reduced service levels for some services for limited duration, minor inconvenience to community.	Minor isolated claims denied or settled under excess.	Minor	Minor	Minor	Moderate	Moderate
1 - Very Low	Little or no impact on business objectives.	< \$100k financial impact (one off) or < \$50k (recurrent).	Minor effects on built & natural environment, breach of guidelines, perception of damage.	Minor non-compliance not resulting in any action.	One off insignificant adverse local media or complaints.	Incident and/or 'near miss' easily corrected.	Usual scheduled interruptions, unscheduled interruptions for less than 1 day.	Notification of incidents that do not result in claims.	Minor	Minor	Minor	Minor	Moderate

## Likelihood Descriptors

5 - Almost Certain	The event is expected to occur in normal circumstances. There has been frequent past history. – Several times a year. Greater than 90% chance of occurring.
4 - Likely	The event will probably occur. Some recurring past event history - Once a year. Between 70% and 90% chance of occurring.
3 - Possible	The event may occur sometime. Some past warning signs or previous event history. – Once every 5 years. Between 30% and 70% chance of occurring.
2 - Unlikely	The event could occur in some circumstances. No past event history. – Once every 20 years. Between 10% and 30% chance of occurring.
1 - Rare	The event may occur but only in exceptional circumstances. No past event history. – Once every 50 years or more. Less than 10% chance of occurring.

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
<b>Section 1 Ocean</b> - This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. It may also include the pools at Icebergs, North Bondi and Bronte.																
1.	Due to the number of inexperienced board riders to Bondi, Tamarama and Bronte, there is an inadequate knowledge of surfing etiquette resulting in increase likelihood of incidents in the water and potential for injury or death.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Surfing etiquette signage provided at all beaches.	0 - Not effective (L3)	Extreme	Reduce	- Education and awareness campaign by council focusing on tourists to the area.	Incomplete	- Incident reports				
2.	Inadequate water proficiency levels (that is, the ability to execute their competent skill) of volunteer lifesavers, increasing the risk exposure to lifeguards when performing a rescue and potential for injury or death.	Safety	5 - Very High	3 - Possible	Extreme	- SLSA mandate annual proficiency testing.	2 - Somewhat effective (L3)	Significant	Reduce	- APOLA to consult with SLSA on improving the standard of lifesavers on beaches. - Lifeguards to meet with surf club patrol captains prior to starting their patrol.	Incomplete	- Incident reports				
3.	Vessels entering Bondi bay area and breaching exclusion zone / surf zone when sightseeing or in distress resulting an increased risk of collision with swimmer/s or surf craft and subsequent injury or death.	Safety	5 - Very High	4 - Likely	Extreme	- Roads and Maritime services regulation pertaining to vessels and surf zones. - Maritime water patrols.	3 - Reasonably effective (L3)	Significant	Reduce	- Request to Roads and Maritime to have additional maritime patrol vessels on busy days.	Incomplete	- Incident reports - Numbers of breaches				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
4.	Inadequate and inconsistent aquatic surf zoning at Bondi, Bronte and Tamarama resulting in breaches by members of the public increasing the risks of collision and subsequent injury or death.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones and using loud hailer to notify of breaches.</li> <li>- Seasonal surf lifesavers patrolling weekends and public holidays.</li> </ul>	3 - Reasonably effective (L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Lifeguards stationed at flags all the time while up.</li> </ul>	Incomplete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Numbers of breaches</li> </ul>				
5.	Large ocean surf craft being used by inexperienced people in crowded areas e.g. Paddle boards, stand up paddle boards, surf boats, skis etc increasing the risk of injury or death to members of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Prohibited surf craft signage on beach.</li> <li>- Lifeguards patrolling surf zones and using loud hailer to notify of breaches.</li> <li>- Leashes available to surfers</li> </ul>	3 - Reasonably effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- No surf craft prohibited signage across the whole beach except for south end on busy days.</li> </ul>	Incomplete	<ul style="list-style-type: none"> <li>- Incident reports</li> </ul>				
6.	Inadequate oversight by surf clubs for their training areas, increasing the risk of injury or death to participants and members of the public.	Safety	5 - Very High	5 - Possible	Extreme	<ul style="list-style-type: none"> <li>- SLSA requirements for training squads.</li> <li>- All SLSA members have a bronze medallion at minimum.</li> <li>- Lifeguards patrolling surf zones.</li> </ul>	3 - Reasonably effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Consultation with surf clubs on mandatory requirements for training groups.</li> <li>- Breach notice issued by council to clubs on occurrences.</li> </ul>	Incomplete	<ul style="list-style-type: none"> <li>- Incident reports</li> </ul>				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
7.	Inadequate enforcement of council regulation for people jumping from rocks above Bronte pool, off Bronte pool, flat rock at Bondi, Icebergs and any other rock areas increasing the risk of injury or death to themselves or other members of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Council rangers can issue penalty notices. - Regulatory signage in place.	0 - Not effective (L3)	Extreme	Reduce	- Increased surveillance of high-risk areas by rangers with warning issue period followed by penalty notices should behaviour not change.	Incomplete	- Incident reports - Numbers of breaches				
8.	There is not a proportionate increase in lifeguards relevant to numbers of people or surf craft in the water resulting in an increased likelihood of death or serious injury on days of significant numbers.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Additional lifeguards are rostered on for days when numbers are expected to be large. - Seasonal surf life savers patrolling weekends and public holidays.	3 - Reasonably effective (L2, L3)	Extreme	Reduce	- A revision of lifeguard numbers proportionate to the risk exposure to be conducted on all beaches.	Incomplete	- Lifeguard ratio to swimmers				
9.	Impeded vision of water's edge at Bronte from the current lifeguard office due to varying sand levels.	Safety	5 - Very High	4 - Likely	Extreme	- Bulldozer can be called into remove excess sand.	4 - Mostly effective (L1)	Significant	Reduce	- Confirm immediate escalation procedures to ensure bulldozer can be onsite to remove the hazard. - Build a new lifeguard tower fit for purpose.	Incomplete	- Incident reports				
10.	Increase in marine activity at all beaches over the last 2 years, with more sightings of sharks, seals and whales resulting in a increased likelihood of a marine encounter that has the potential to be catastrophic.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Lifeguards patrolling surf zones. - Shark net at Bondi. - SLSA conduct aerial patrols. - Seasonal surf life savers patrolling weekends and public holidays.	2 - Somewhat effective (L3)	Extreme	Reduce	- Research and development into electronic screening technology to notify Lifeguards when sharks enter the bays. - Shark preventive devices to be available for purchase from council or local provider.	Incomplete	- Incident reports				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
11.	Inability to quantify actual risk levels of surf craft being used resulting in ineffective controls measures being implemented. Surf craft may include surf boat, stand up paddle boards, surf board hire, hand boards, surf skis, surf boards, rescue boards, etc.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Lifeguard experience. - SLSA incident data relating to SLSA surf equipment and injury reports.	2 - Somewhat effective (L3)	Extreme	Reduce	- Product risk profiles to be conducted on surf craft commonly used. Effective control measures to be assessed and implemented based on the findings.	Incomplete	- Incident reports				
12.	Limited swimming ability of people entering the water increasing the risk of injury or death.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Lifeguards patrolling surf zones. - Seasonal surf life savers patrolling weekends and public holidays. - Regulatory signage on beaches. - Designated swimming zone with flags. - SLSA media campaigns. - Council media campaigns.	5 - Very effective (L2, L3)	Significant	Accept	- Monitor and review control effectiveness.	Incomplete	- Incident reports				
13.	Inability to prevent people in the water getting too close to whales and seals resulting in injury or death.	Safety	5 - Very High	3 - Possible	Extreme	- Roads and Maritime services regulation pertaining to exclusion zones. - Maritime water patrols. - Lifeguards patrolling surf zones. - Seasonal surf life savers patrolling weekends and public holidays. - Lifeguard SOPs.	4 - Mostly effective (L2, L3)	Significant	Accept	- Monitor and review control effectiveness.	Incomplete	- Incident reports				
14.	Delay in response to pool emergencies due to distance from lifeguard tower.	Safety	5 - Very High	5 - Almost Certain	Extreme	- No control.	0 - Not effective (L3)	Extreme	Reduce	- Duress alarm at high-risk locations.	Incomplete	- Incident reports				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
15.	Inadequate training on jet ski's around Tamarama near the rocks increasing the risk of injury to lifeguards and subsequent injury or death to person in the water.	Safety	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Jet ski training conducted annually in surf conditions.</li> <li>- Lifeguards practice rescue scenarios at Tamarama informally and unscheduled.</li> </ul>	1. Slightly effective (L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Regular, standardised, and documented training for all staff on high-risk scenarios.</li> </ul>	Incomplete	- Incident reports				
16.	Inability to inform swimmers that don't speak English of hazards and risks associated with the surf.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- No control.</li> </ul>	0 - Not effective	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Multi language notification technology to be used to inform members of the public over the loud hailer.</li> </ul>	Incomplete	- Incident reports				
Section 2 Beach & Rock - This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. This may include the beach and rock areas of Bondi, Tamarama, and Mackenzies Bay.																
17.	Ineffective signage and flags used to control board riders resulting in breaches of council policy and increased risk of injury or death to members of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones.</li> <li>- Seasonal surf life savers patrolling weekends and public holidays.</li> <li>- Regulatory signage on beaches.</li> <li>- Designated swimming zone with flags and available cans in the water.</li> <li>- SLSA media campaigns.</li> <li>- Council media campaigns.</li> </ul>	3 - Reasonably effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Increase the visibility and zone area of flags by placing a set behind, and out in the water.</li> <li>- Lifeguards stationed at flags all the time while up.</li> </ul>	Incomplete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Numbers of breaches</li> </ul>				
18.	Ineffective control measures for preventing members of the public from swimming into rips.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones.</li> <li>- Seasonal surf life savers patrolling weekends and public holidays.</li> <li>- Regulatory signage on beaches.</li> <li>- Designated swimming zone with flags.</li> <li>- SLSA media campaigns.</li> <li>- Council media campaigns.</li> </ul>	4 - Mostly effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Increase the visibility and zone area of flags by placing a set behind and out in the water.</li> <li>- Lifeguards stationed at flags all the time while up.</li> <li>- Additional lifeguards patrolling the shoreline in peak times.</li> </ul>	Incomplete	- Incident reports				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
19.	In effective communication system for notifying people on the beach and in the water resulting in important safety messages not being heard.	Safety	5 - Very High	5 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Loud hailer on quad bikes.</li> <li>- Hand held loud hailer at all towers.</li> <li>- Shark alarm at all towers.</li> </ul>	3 - Reasonably effective (L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Multi language notification technology to be used to inform members of the public over the loud hailer.</li> <li>- Public announcement system to be installed across all beaches.</li> </ul>	Incomplete	- Incident reports				
20.	Difficulty in controlling non flagged areas at Bondi as there are many points of entry along the shoreline increasing the risk of injury or death to a member of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones.</li> <li>- Seasonal surf life savers patrolling weekends and public holidays.</li> <li>- Regulatory signage on beaches.</li> <li>- Designated swimming zone with flags.</li> <li>- SLSA media campaigns.</li> <li>- Council media campaigns.</li> </ul>	3 - Reasonably effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Increased lifeguard surveillance along shoreline.</li> </ul>	Incomplete	- Incident reports				
21.	Ineffective enforcement of rules and regulations by council on the beach resulting in continual breaches by members of the public.	Compliance	4 - High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Council rangers can issue penalty notices.</li> <li>- Police have authority to arrest.</li> <li>- Lifeguards have authority to confiscate surf equipment.</li> </ul>	1 - Slightly effective (L1, L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Senior lifeguards to be given the authority and training to issue warning and penalty notices.</li> </ul>	Incomplete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Numbers of breaches</li> </ul>				
22.	The risk of rock overhangs collapsing resulting in injury or death to lifeguard or member of the public.	Safety	5 - Very High	1 - Rare	Moderate	<ul style="list-style-type: none"> <li>- No control.</li> </ul>	0 - effective	Moderate	Reduce	<ul style="list-style-type: none"> <li>- Geological hazard assessment to be conducted annually of high risk locations.</li> </ul>	Incomplete	- SME report on findings				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
23.	Inadequate CCTV coverage of the rock area known as the "Twins" at Tamarama resulting in the inability to see a member of the public in distress.	Safety	5 - Very High	5 - Almost Certain	Extreme	- CCTV covers 60% of high-risk area.	3 - Reasonably effective (L2, L3)	Extreme	Reduce	- Build fit for purpose lifeguard towers providing effective visibility for required duty.	Incomplete	- Incident reports				
24.	Lack of understanding amongst lifeguards on jurisdictional boundaries for rescues resulting in lifeguards performing rescues outside of their legal duty.	Compliance	5 - Very High	4 - Likely	Extreme	- Council policy. - Lifeguard operations manual.	1 - Slightly effective (L3)	Extreme	Reduce	- Notice to all lifeguards on jurisdictional boundaries and legal duties. - Lifeguard operations manual to reflect this. - Council policy to reflect this.	Incomplete	- Incident reports				
25.	The distance from Bondi Beach lifeguard tower to north and south ends (where the majority of rescues occur) contributes to a delay in the provision of lifeguards as compared to directly in front of the tower.	Safety	5 - Very High	3 - Possible	Extreme	- Quad bikes for faster response. - Mobile tower located at north end.	4 - Mostly effective (L2, L3)	Significant	Reduce	- Lifeguards stationed at flags all the time while up.	Incomplete	- Incident reports				
26.	The risk that members of the public are impaled by a beach umbrella supplied by the hire company or injured by council signage or other equipment in windy conditions.	Safety	5 - Very High	1 - Rare	Moderate	- No control.	0 - Not effective	Moderate	Reduce	- Mandated removal of signage in expected and dangerous wind conditions. - Hire companies to be notified of expected conditions and remove hire umbrellas from members of the public if required.	Incomplete	- Incident reports				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
27.	Contractors, SLSA or police operating vehicles on the beach are not inducted on council policy or procedures as required by WHS legislation.	Safety	5 - Very High	5 - Almost Certain	Extreme	- No control.	0 - Not effective	Extreme	Reduce	- All Contractors, SLSA or police operating vehicles to be inducted by council Lifeguards before entering onto the beach.	Incomplete	- Incident reports				
28.	Limited access along beaches in summer on high tide resulting in inability to respond to a rescue and increased likelihood of injury or death to a member of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Witches hats are placed from Bondi tower to waters edge.	2 - Somewhat effective (L2, L3)	Extreme	Reduce	- Siren to be installed on all quad bikes and used on busy days.	Incomplete	- Incident reports				
29.	Inadequate risk assessments conducted by council or reviewed by council for events prior or during increasing the likelihood of injury or death to a member of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Event operators must submit risk management documentation to council for all events.	1 - Slightly effective (L3)	Extreme	Reduce	- Senior lifeguards to be engaged in the consultation process with event organisers in the planning phase. - Risk assessments for all events to be reviewed by senior Lifeguard group prior to approval. - Council to monitor and review control effectiveness during event operations.	Incomplete	- Incident reports				
30.	Inability for members of the public to see flags or signage on busy days resulting in breaches in safety controls.	Safety	5 - Very High	3 - Possible	Extreme	- Red & yellow surf cans can be deployed by lifeguards at the back of the surf break to give guidance to members of the public. - Safety signage is at most entry points to the beach.	4 - Mostly effective (L2, L3)	Significant	Reduce	- Increase the visibility and zone area of flags by placing a set behind and out in the water. - Lifeguards stationed at flags all the time while up. - Use a combination of different awareness methods to draw attention to signage.	Incomplete	- Incident reports - Numbers of breaches				

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# Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
<b>Section 3 Back of Beach</b> - This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. This may include Bondi lifeguard tower, Bondi pavilion, Queen Elizabeth drive, park drive, Bondi parking, Tamarama lifeguard tower, Bronte lifeguard tower, Bronte toilet and shower facilities, Bondi to Bronte walk way, Bronte cutting and any parklands and playgrounds between Bondi to Bronte.																
31.	The risk that lifeguard towers do not meet work health and safety standards as a workplace nor suitable for the provision of first aid treatment.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Council policy on Work Health & Safety.	0 - Not effective	Extreme	Reduce	- Independent Work Health and Safety inspection conducted annually on all facilities. - WHS training and education for all lifeguards.	Incomplete	- WHS inspection report				
32.	Board hire companies supplying hard boards to inexperienced people increasing the risk of injury or death to members of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	- No control.	0 - Not effective	Extreme	Reduce	- Council notice to Board Hire companies informing them of the risks associated with hiring boards to inexperienced people.	Incomplete	- Incident reports				
33.	Poor maintenance of local facilities leads to increased exposure to hazards and the risk of injury to the local community.	Safety	5 - Very High	3 - Possible	Extreme	- Council maintenance program.	3 - Reasonably effective (L1, L2, L3)	Extreme	Reduce	- Facility risk assessment and hazard register to be developed or enhanced, monitored and reviewed.	Incomplete	- Incident reports				
34.	Beach can be left short staffed at times responding to back of beach incidents.	Safety	5 - Very High	3 - Possible	Extreme	- No control.	0 - Not effective	Extreme	Reduce	- A revision of lifeguard numbers proportionate to the risk exposure to be conducted on all beaches.	Incomplete	- Incident reports				

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## Risk Register

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35.	No dedicated walking path for pedestrians walking through the cutting at Bronte resulting in increased risk exposure of injury or death on busy days.	Safety	5 - Very High	5 - Almost Certain	Extreme	- No control.	0 - Not effective	Extreme	Reduce	- Removal of car parking bays on ocean side between existing walking paths and designated walking path to be allocated.	Incomplete	- Incident reports				
36.	Insufficient provision of toilets at the south end of Bondi when there is evidence of expected numbers in the area.	Reputation	3 - Medium	5 - Almost Certain	Significant	- Public toilet facilities located at North End. - Bondi surf club has toilet facilities.	3 - Reasonably effective (L2, L3)	Moderate	Accept	-	Incomplete	- Notifications				
37.	Inadequate controls measures in place to prevent pedestrians being hit on Queen Elizabeth Drive.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Speed humps in place. - Regulatory signage.	1 - Slightly effective (L3)	Extreme	Reduce	- Increased signage and flashing warning lights. - Increased police presence on busy days.	Incomplete	- Incident reports				

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## Risk Register

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38.	Inadequate pedestrian safety along high transit areas that are in close proximity to vehicular traffic.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Bollards located in some areas.</li> <li>- Standard fence railing in some areas.</li> <li>- Speed humps in place.</li> <li>- Regulatory signage.</li> </ul>	2 - Somewhat effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Risk assessment conduct on all high-risk transit areas with a review of current control effectiveness measures.</li> </ul>	Incomplete	- Incident reports				
39.	No allocated parking bays for lifeguards at all towers resulting in delays for staff attending shifts.	Service Disruption	3 - Medium	5 - Almost Certain	Significant	<ul style="list-style-type: none"> <li>- Motorbike parking bays available.</li> </ul>	2 - Somewhat effective (L2, L3)	Significant	Accept	<ul style="list-style-type: none"> <li>- One lifeguard only parking bay to be provided at each tower location.</li> </ul>	Incomplete	- Lost time				
40.	Inadequate management of homeless people at Bondi pavilion.	Reputation	4 - High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- No control.</li> </ul>	0 - Not effective	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Consultation with industry on suitable and reasonable mitigations.</li> </ul>	Incomplete	- Incident reports				
41.	Increased exposure of needle stick injury in public toilets and change room facilities as a result of not having sharps bins.	Safety	5 - Very High	2 - Unlikely	Significant	<ul style="list-style-type: none"> <li>- No control.</li> </ul>	0 - Not effective	Significant	Reduce	<ul style="list-style-type: none"> <li>- Sharps bins to be reviewed and considered for installation into public toilets.</li> </ul>	Incomplete	- Incident reports				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
42.	Poorly maintained lighting in Bondi park south of the pavilion resulting in an increased risk of injury from trip hazards or risk of assault.	Safety	5 - Very High	3 - Possible	Extreme	- Council maintenance program.	1 - Slightly effective (L1, L2, L3)	Extreme	Reduce	- Review of current escalation procedures for identified hazards or risks.	Incomplete	- Incident reports				
43.	No evacuation plans or consultation with lifeguards on mass evacuation from Bondi Pavilion resulting in lifeguards not knowing what to do in the event of a emergency of that nature.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Council policy.	0 - Not effective	Extreme	Reduce	- Consultation with senior lifeguards on Bondi Pavilion evacuation procedures.	Incomplete	- Notifications				
<b>Section 4 Management</b> - This will look at council and lifeguard management and the systems and processes in place to manage day-to-day operations. It may include issues relating to Work Health & Safety, Human Resources, Emergency Management, Event management etc.																
44.	Lifeguard job descriptions are out of date and not relevant.	Compliance	4 - High	5 - Almost Certain	Extreme	- No control.	0 - Not effective	Extreme	Reduce	- Review and updated all lifeguard job descriptions ensuring they reflect current operational practice.	Incomplete	- Notifications				
45.	No drug or alcohol training for supervisors or staff that are required by council policy to enforce breaches.	Compliance	5 - Very High	5 - Almost Certain	Extreme	- Council has a drug and alcohol policy.	0 - Not effective	Extreme	Reduce	- Drug and alcohol training for senior lifeguards that have the duty to enforce council policy. - Drug and alcohol training for Lifeguards that reflect WHS requirements.	Incomplete	- Notifications - Incident report				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
46.	Council has been aware of intoxicated and drug effected lifeguards for several years currently in workplace performing duties.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Council has a drug and alcohol policy.	0 - Not effective	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Mandatory reporting to NSW Work cover for investigation and guidance.</li> <li>- Independent review of current practices pertaining to drugs and alcohol in the workplace.</li> <li>- Development of procedures for the implementation of council policy pertaining to drug and alcohol use in the workplace.</li> <li>- Drug and alcohol training for senior lifeguards that have the duty to enforce council policy.</li> <li>- Drug and alcohol training for lifeguards that reflect WHS requirements.</li> <li>- The review of drug and alcohol testing by a suitably qualified inspector.</li> </ul>	Incomplete	- Notifications - Incident report				
47.	Not having a lifeguard coordinator available during day-to-day operations to support or guide lifeguards in the event of a major incident or just general operations.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard coordinator on call 27/7</li> <li>- Senior lifeguards have been appointed.</li> </ul>	1 - Slightly effective (L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Share on call coordination between senior lifeguards.</li> </ul>	Incomplete	- Incident report				
48.	Inadequate training and oversight for lifeguards on Work Health and Safety (WHS) in the workplace. Current WHS policy is outdated.	Safety	5 - Very High	5 - Almost Certain	Extreme	- Lifeguard operations manual.	0 - Not effective	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Senior lifeguards to complete a Certificate IV in Work Health &amp; Safety as well as Train the Trainer Cert IV.</li> </ul>	Incomplete	- Incident report				

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## Risk Register

Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
49.	Inadequate oversight and structured leadership by council on lifeguard operations resulting in a disconnect on management issues and subsequent poor integration of council policy and procures.	Compliance	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard coordinator.</li> <li>- Council executive manager, safety.</li> <li>- Council risk &amp; safety manager.</li> <li>- Council human resources manager.</li> <li>- Council policy.</li> <li>- Lifeguard operations manual.</li> </ul>	3 - Reasonably effective (L1, L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Review of management structure, roles and responsibilities.</li> <li>- Review of council and lifeguard integration.</li> </ul>	Incomplete	- Incident report				
50.	The response of council to matters relating to lifeguards risk and safety concerns are not formally assessed or prioritised immediately. Issues can take months to years to rectify and implement controls.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard coordinator.</li> <li>- Council executive manager, safety.</li> <li>- Council risk &amp; safety manager.</li> <li>- Council human resources manager.</li> <li>- Council policy.</li> <li>- Lifeguard operations manual.</li> </ul>	3 - Reasonably effective (L1, L2, L3)	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Review current incident / accident escalation procedures and look at ways to make more effective.</li> </ul>	Incomplete	- Incident report				
51.	No fatigue risk management program monitoring rostered hours of lifeguards in peak season.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- No control.</li> </ul>	0 - Not effective	Extreme	Reduce	<ul style="list-style-type: none"> <li>- Develop and introduce a fatigue risk management policy for lifeguards.</li> </ul>	Incomplete	- Incident report				
52.	There are no members of the council risk and safety team available on the weekend. This is the busiest time for lifeguards, contractors and incident / accident occurrences.	Service Disruption	4 - Medium	5 - Almost Certain	Significant	<ul style="list-style-type: none"> <li>- Council risk &amp; safety team available Monday to Friday business hours.</li> </ul>	0 - Not effective	Significant	Reduce	<ul style="list-style-type: none"> <li>- A member of the risk and safety team to be on call over the weekends and public holidays.</li> </ul>	Incomplete	- Incident report				

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## Annex A - Stakeholder Register\*

Ref.	Name	Title and vested interest
1.	Scott Field	Executive Manager, Safe Waverley
2.	Bruce Hopkins	Lifeguard Supervisor
3.	Christine Schlesinger	Manager, Risk & Safety
4.	Anthony Carroll	Senior Lifeguard
5.	Dean Gladstone	Senior Lifeguard
6.	Aaron Graham	Senior Lifeguard
7.	Rod Kerr	Senior Lifeguard
8.	Troy Quinlan	Lifeguard
9.	Mario Marfella	Lifeguard
10.	Andrew Reid	Lifeguard
11.	Aaron Buchan	Lifeguard
12.	Chris Chapman	Lifeguard
13.	Corey Oliver	Lifeguard
14.	Daniel McLaughlin	Lifeguard
15.	Anthony Click	Lifeguard
16.	Harrison Reid	Lifeguard
17.	Jesse Pollock	Lifeguard
18.	Jake Nolan	Lifeguard
19.	Jethro James	Lifeguard
20.	Kailan Collins	Lifeguard
21.	Kris Yates	Lifeguard
22.	Liam Taylor	Lifeguard
23.	Luke Daniels	Lifeguard
24.	Max Ayshford	Lifeguard
25.	Micheal Jenkinson	Lifeguard
26.	Nicola Therton	Lifeguard
27.	Quinn Darragh	Lifeguard
28.	Ryan Clark	Lifeguard
29.	Tom Bunting	Lifeguard
30.	Trent Maxwell	Lifeguard
31.	Trent Falson	Lifeguard
32.	Terry Mcdermott	Lifeguard

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33.	Ben Davies	Lifeguard
34.	Matthew Dee	Lifeguard
35.	Garry Beath	Representative for Bondi swimmers
36.	██████	Local Representative for local surfers
37.	Christopher Stiles	Police Inspector, Waverley
38.	Paul Chivers	Risk Advisor

\*Work in progress. Last updated 8/9/15

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### Annex B - Document Register\*

Ref.	Documents reviewed
1.	Operational Risk Profile 2012
2.	Operational Manual 2013 - 2014
3.	Audit_Committee_Charter_-_Adopted_September_2011
4.	Bondi, Tama, Bronte Lifeguard START OF DAY Reports.xls 2012 -2013
5.	Bondi, Tama, Bronte END OF DAY Reports.xls 2012 -2013
6.	Australian Coastal Public Safety Guidelines 1 <sup>st</sup> Edition
7.	Wollongong City Council's Lifeguard Service – System of Work Practice & SOPs
8.	Waverley Council Lifeguards Signage review 2011
9.	Surf Life Saving Training Manual 32 <sup>nd</sup> Edition
10.	Designated Swimming Areas – NSW Maritime
11.	SLSA Silver Medallion Basic Beach Management - Learner guide
12.	NPWS & IFAW Facts sheets
13.	Waverley ERM Strategy v1 Draft
14.	SLSA Public safety and Aquatic Rescue 33 <sup>rd</sup> Edition
15.	Australian Standard – Design and application of water safety signs
16.	National Aquatic and Recreational Signage Style Manual
17.	Waverley Council Lifeguard Service Operations Manual 2007
18.	Outdoor Access – Personal Water Craft Handbook
19.	Outdoor Access – ‘CordCare’ Emergency Spinal Management
20.	Randwick City Council Safe Work Method Statements for Lifeguard operations

\*Work in progress. Last updated 8/9/15



## Lifeguard Service Risk Profile

July 2016

**Prepared for**

Mr Scott Field,

Executive Manager, Safe Waverley, Waverley Council

**Prepared by**

Mr Paul Chivers,

Chief Risk Advisor, Grad Cert RM, CPRM, GIA (Cert), JP

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## Context

As part of the corporate risk profiling requirements under the Waverley Council Risk Management Policy, all managers are required to establish and periodically review an operational risk profile for their areas of the organisation. These profiles are to be maintained in the corporate risk register that are managed by the Risk and Safety Manager. The risk register should identify and evaluate key operational risks that are relevant to the area in question in accordance with standard AS/NZS ISO 31000:2009 Risk Management – Principles and Guidelines for risk management (ISO31000).

Riskfacilitator has been engaged by Mr Scott Field, Executive Manager, Safe Waverley, Waverley Council to conduct a risk profile on lifeguard operations at Bondi, Tamarama and Bronte beaches.

Initial consultation began in 2012, with the development of the first risk profile on lifeguard operations identifying 19 key risks and 48 recommendations. Waverley Council commissioned the review and update of the 2007 Lifeguard Operations Manual in 2013. The updated document was released in 2014. Regular consultation and communication with Waverley lifeguards and industry experts on matters of surf risk & safety has continued for the past 3 years.

## Risk management objective

The key objective for Waverley Council is to deliver operational effectiveness by having the framework, program and systems that support the process of identification and assessment of risk, together with the analysis of existing controls and their effectiveness and the continued consultation, communication, monitoring and reviewing required to demonstrate diligent and defensible risk management.

## Risk methodology adopted

The International Organisation for Standardisation (ISO) prescribes the suggested standard ISO31000. This methodology and risk management process together with Waverley Council risk appetite and tolerances descriptors, were used in the development of this risk profile in conjunction with IEC ISO 31010 Risk assessment techniques and ISO Guide 73:2009 Risk management – Vocabulary.

## Depth of analysis

This risk profile looks at key risks associated with lifeguard operations under the jurisdiction of Waverley Council to the extent that is reasonably practicable. The depth of analysis provides a level of assurance to stakeholders on the validity, quality and defensibility of the risk profile conducted.

- A total of 38 key stakeholders have been engaged in risk workshops and interviews (refer to Annex A - Stakeholder Register).
- A total of 20 key documents were reviewed and taken into context in the preparation of this risk profile (refer to Annex B – Document Register).
- 505 emails pertaining to lifeguard operations have been taken into context since 2012.
- 1343 items of electronic data has been generated in consultation with lifeguards since 2012.
- 4 key sections of lifeguard operations have been surveyed.
- 65 individual comments from risk-surveyed stakeholders have been collected.
- 104 specific risks were extrapolated from survey results.
- 44 key risks were identified for ISO31000 risk process analysis.

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### Assumptions

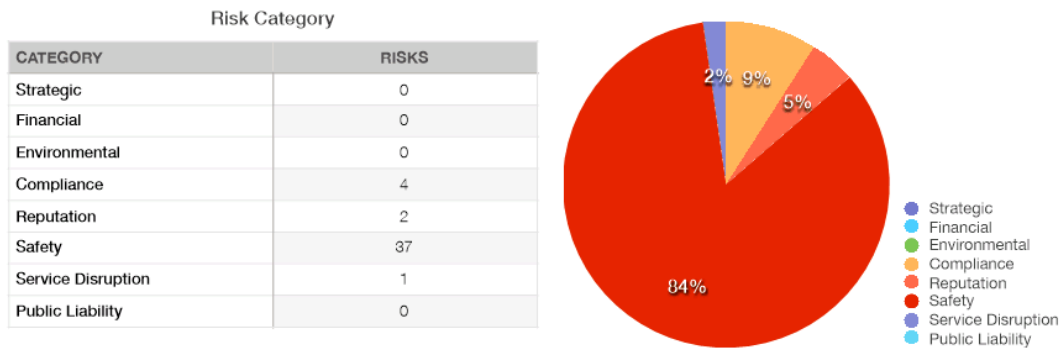
- This risk profile looks at key risks associated with lifeguard operations to the extent that is reasonably practicable.
- Any breaches in regulatory compliance or legal duty will be addressed immediately by Waverley Council.
- The risk profile is a dynamic document that should be updated regularly as organisational context, risks and their control effectiveness change.
- The risk profile will be monitored and reviewed by appropriately trained and educated stakeholders.
- All information collected and supplied by stakeholders is accurate and in accordance with specific industry standards and best practice.

### Limitations

- Not all stakeholders that were requested to take part in the risk identification process have. However, the level of consultation with these stakeholders over the past 3 years would suggest the risks identified are accurate and reasonable.
- Stakeholders have varying degrees of risk management knowledge and have varying perceptions of risk.

### Summary of Findings - 44 key risks have been identified.

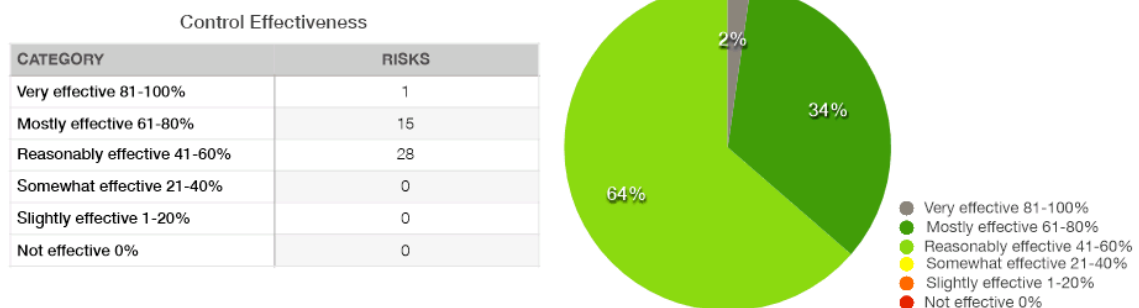
84% of risks identified concern safety.



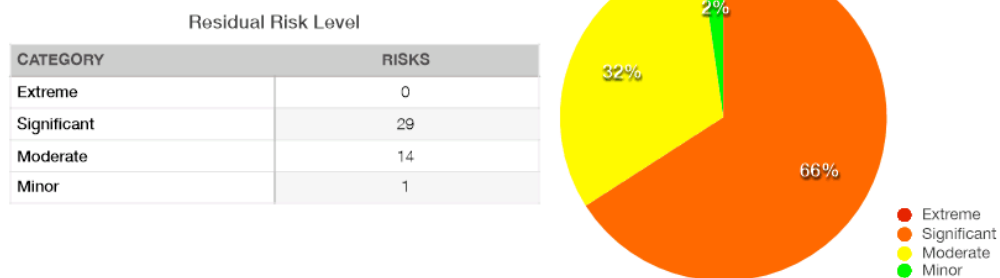
86% of inherent risks are extreme.



100% of controls currently in place are at minimum, reasonably effective.



66% of residual risks are considered significant.





## Risk Profile Matrix

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Consequence descriptors									Likelihood				
Category	Strategic	Financial	Environmental	Compliance	Reputation	Safety	Service Disruption	Public Liability	1 - Rare	2 - Unlikely	3 - Possible	4 - Likely	5 - Almost Certain
5 - Very High	Most objectives can no longer be achieved. Complete revision of long term business model required.	> \$5m financial impact (one off) or > \$2m (recurrent).	Very serious irreversible damage to environment and /or multiple sites or ecosystems, prosecution of Council.	Significant breach leading to investigation by external agency resulting in successful prosecution or sacking of Council.	Sustained negative national media coverage, total loss of stakeholder trust in Council, damage to reputation that takes many years to repair.	Loss of life or serious permanent injury, major prosecution for breach of WHS legislation.	Majority of organisation unable to function, community health and wellbeing compromised.	Major class action against Council.	Moderate	Significant	Extreme	Extreme	Extreme
4 - High	A number of significant business objectives can no longer be achieved.	\$2m- \$5m financial impact (one off) or \$1m - \$2m (recurrent).	Significant long term impact on built & natural environment, investigation of Council with adverse findings.	Major breach leading to investigation by external agency resulting in negative findings, fines or penalties.	Significant adverse media at state level, isolated loss of stakeholder trust, damage to reputation that takes many months to repair.	One off major breach of WHS legislation, lost time injuries requiring major medical treatment.	Some parts of organisation unable to function, significant impact on community amenity, some community health and wellbeing impacts.	Multiple large claims against Council above insurance excess.	Moderate	Moderate	Significant	Extreme	Extreme
3 - Medium	Some important business objectives can no longer be achieved.	\$500k - \$2m financial impact (one off) or \$200k - \$1m (recurrent).	Serious medium term effects on built & natural environment from single incident (e.g. one off pollution spill).	Minor breach of legislation resulting in warnings, improvement notices etc.	Concerns from some key stakeholders, major local media coverage (short duration).	Short duration lost time injury requiring minor medical treatment, minor breach of WHS legislation.	Single services or activities unable to be delivered, some impact on community amenity.	Multiple claims under insurance excess or single large claim above excess.	Minor	Moderate	Moderate	Moderate	Significant
2 - Low	Some reprioritisation of resources to enable business objectives to be achieved.	\$100k - \$250k financial impact (one off) or \$50k - \$200k (recurrent).	Short term effects on built & natural environment, damage to a single property or parcel of land, breach of policy.	Investigation finding technical breach of legislation.	Heightened concerns from individual stakeholders, some short term media concern.	Minor injuries or illness from normal activities treated by first aid.	Reduced service levels for some services for limited duration, minor inconvenience to community.	Minor isolated claims denied or settled under excess.	Minor	Minor	Minor	Moderate	Moderate
1 - Very Low	Little or no impact on business objectives.	< \$100k financial impact (one off) or < \$50k (recurrent).	Minor effects on built & natural environment, breach of guidelines, perception of damage.	Minor non-compliance not resulting in any action.	One off insignificant adverse local media or complaints.	Incident and/or 'near miss' easily corrected.	Usual scheduled interruptions, unscheduled interruptions for less than 1 day.	Notification of incidents that do not result in claims.	Minor	Minor	Minor	Minor	Moderate

## Likelihood Descriptors

5 - Almost Certain	The event is expected to occur in normal circumstances. There has been frequent past history. – Several times a year. Greater than 90% chance of occurring.
4 - Likely	The event will probably occur. Some recurring past event history - Once a year. Between 70% and 90% chance of occurring.
3 - Possible	The event may occur sometime. Some past warning signs or previous event history. – Once every 5 years. Between 30% and 70% chance of occurring.
2 - Unlikely	The event could occur in some circumstances. No past event history. – Once every 20 years. Between 10% and 30% chance of occurring.
1 - Rare	The event may occur but only in exceptional circumstances. No past event history. – Once every 50 years or more. Less than 10% chance of occurring.



## Risk Scales

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Control Effectiveness Rating	WHS Hierarchy of Control	Risk Decision	Implementation Status
<p>The effectiveness of existing controls in place should be considered when deciding response to the risk. Determine whether additional mitigation strategies are required based on the control rating below and implement actions that are practical and cost effective.</p>	<p>The WHS Hierarchy of control level is also included to demonstrate effectiveness.</p>	<p>A decision is made on action to be taken once a residual risk level is measured, considering the impact on strategic imperatives, the appropriateness of the activity and the projected cost of implementing sufficient controls to further reduce the risk exposure.</p>	<p>The implementation status of additional controls / treatments should be monitored and reviewed.</p>
<p><b>5 - Very effective 81-100%</b> Control is reliable and effective. Fully documented process and well communicated.</p>	<p><b>Level 1</b> Eliminate the hazards</p>	<p><b>Accept</b> Proposed activities are within the risk appetite of Waverley Council and current effort level needs to be maintained.</p>	<p><b>Complete</b> All additional controls and treatments have been implemented and are substantially effective.</p>
<p><b>4 - Mostly effective 61-80%</b> The control is mostly reliable and effective. Documentation exists but can be better communicated.</p>	<p><b>Level 2</b> Substitute the hazard with something safer Isolate the hazard from people Reduce the risks through engineering controls</p>	<p><b>Reduce</b> Increase activities and effort to reduce consequence or likelihood of event.</p>	<p><b>Work in Progress</b> Additional controls and treatments are currently being implemented and yet to be complete.</p>
<p><b>3 - Reasonably effective 41-60%</b> Control is reliable but not effective as documentation and /or communication could be improved.</p>	<p><b>Level 3</b> Reduce exposure to the hazard using administrative actions Use personal protective equipment</p>	<p><b>Avoid</b> Avoid the risk by deciding not to start or continue with the activity that gives rise to the risk.</p>	<p><b>Incomplete</b> Additional controls and treatments have not been completed.</p>
<p><b>2 - Somewhat effective 21-40%</b> Control may be reliable but not very effective as control design can be improved.</p>			
<p><b>1 - Slightly effective 1-20%</b> The control is not reliable as it is not well designed, documented and/or communicated.</p>			
<p><b>0 - Not effective 0%</b> The control does not address risk</p>			

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
<b>Section 1 Ocean</b> - This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. It may also include the pools at Icebergs, North Bondi and Bronte.																
1.	Due to the number of inexperienced board riders to Bondi, Tamarama and Bronte, there is an inadequate knowledge of surfing etiquette resulting in increased likelihood of incidents in the water and potential for injury.	Safety	4 - High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Surfing etiquette signage provided at Bronte and Bondi beaches.</li> <li>- Lifeguards make regular PA announcements advising on board riders clearance from flags</li> <li>- Lifeguards stationed at flags when priorities allow</li> <li>- Additional Lifeguards rostered on during peak periods</li> <li>- Lifeguard operating procedures</li> <li>- Continue to educate beach users</li> <li>- Education and awareness campaign by council focusing on tourists to the area.</li> <li>- Discuss with Council Media department opportunities with Council WiFi at Beaches</li> </ul>	3 - Reasonably effective (L2,L3)	Moderate	Accept		Complete	- Incident reports	Monitor & review	Sep 16	EMSW	Mar 17
2.	Inadequate water proficiency levels (that is, the ability to execute their competent skill) of volunteer lifesavers, increasing the risk exposure to lifeguards when performing a rescue and potential for injury.	Safety	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- SLS Clubs undertake annual proficiency testing for all volunteer patrolling members</li> <li>- Consult with SLS Clubs on improving the standard of lifesavers on beaches.</li> <li>- Lifeguards to meet with surf club patrol captains prior to starting their patrol.</li> <li>- Offer Club Captains support for training of Volunteers</li> </ul>	3 - Reasonably effective (L2,L3)	Moderate	Accept		Complete	- Incident reports	Monitor & review	Sep 16	LC	Mar 17

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
3.	Vessels entering Bondi bay area and breaching exclusion zone / surf zone when sightseeing or in distress resulting an increased risk of collision with swimmer/s or surf craft and subsequent critical injury.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Roads and Maritime services regulation pertaining to vessels and surf zones.</li> <li>- Maritime water patrols.</li> <li>- Lifeguard SOP's</li> <li>- Request to Roads and Maritime to have additional maritime patrol vessels on busy days.</li> <li>- Maintain working relationship with water police and keep contact details on hand</li> </ul>	3 – Reasonably effective (L2,L3)	Significant	Accept		Complete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Numbers of breaches</li> </ul>	Monitor & review	Sep 16	LC	Mar 17
4.	Inadequate and inconsistent aquatic surf zoning at Bondi, Bronte and Tamarama resulting in breaches by members of the public increasing the risks of collision and subsequent critical injury..	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones and using loud hailer to notify of breaches.</li> <li>- Seasonal surf lifesavers patrolling weekends and public holidays.</li> <li>- Lifeguard SOPs</li> <li>- Lifeguards stationed at flags when priorities allow.</li> <li>- Work with volunteer lifesavers when they are on duty to patrol flagged areas.</li> </ul>	3 – Reasonably effective(L2,L3)	Significant	Accept		Complete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Number s of breaches</li> </ul>	Ensure Lifeguards are adequately trained to effectively deal with the public	July 16	LC	Quarterly
5.	Large ocean surf craft being used by inexperienced people in crowded areas e.g. Paddle boards, stand up paddle boards, surf boats, skis etc increasing the risk of critical injury to members of the public.	Safety	4 - High	5 – Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Prohibited surf craft signage on beach.</li> <li>- Lifeguards patrolling surf zones and using loud hailer to notify of breaches.</li> <li>- Leashes available to surfers</li> <li>- Lifeguard SOP's</li> <li>- Appropriate surf craft signage across the whole beach</li> <li>- Ensure Lifeguards make regular assessments to ensure large craft are enjoyed safely</li> </ul>	3 – Reasonably effective (L2, L3)	Significant	Accept		Complete	<ul style="list-style-type: none"> <li>- Incident reports</li> </ul>	Monitor & review	July 16	LC	Quarterly

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
6.	In adequate oversight by surf clubs for their training areas for their squads, increasing the risk of critical injury to participants and members of the public.	Safety	5- Very High	5 – Possible	Extreme	<ul style="list-style-type: none"> <li>- SLSA requirements for training squads.</li> <li>- All SLSA members have a bronze medallion at minimum.</li> <li>- Lifeguards patrolling surf zones.</li> <li>- Lifeguards consult with surf clubs on mandatory requirements for training groups.</li> <li>- Breach notice issued by council to clubs on occurrences.</li> </ul>	3 – Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Raise concerns with Clubs and instigate controls with Clubs before season commences.	Sep 16	LC	Mar 16
7.	Inadequate enforcement of council regulation for people jumping from rocks above Bronte pool, off Bronte pool, flat rock at Bondi, Icebergs and any other rock areas increasing the risk of critical injury to themselves or other members of the public.	Safety	5 - Very High	5 – Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Council rangers can assist with monitoring. Regulatory signage in place.</li> <li>- Lifeguards attend when priorities allow</li> <li>- Increased surveillance of high-risk areas by rangers with warning issue period followed by penalty notices should behaviour not change.</li> <li>- Request Police support to assist with enforcement</li> <li>- Recommend additional physical barriers at Bronte Pool.</li> </ul>	3 – Reasonably effective (L2,L3)	Significant	Accept		Complete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Numbers of breaches</li> </ul>	Monitor other rock areas with Rangers	July 16	EMSF	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
8.	There is not a proportionate increase in lifeguards relevant to numbers of people or surf craft in the water resulting in an increased likelihood of serious injury on days of significant numbers.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Additional lifeguards are rostered on for days when numbers are expected to be large.</li> <li>- Seasonal volunteer surf life savers patrolling weekends and public holidays.</li> <li>- A revision of lifeguard numbers proportionate to the risk exposure to be conducted on all beaches.</li> </ul>	4 - Mostly effective (L2, L3)	Significant	Accept		Complete	- Lifeguard ratio to swimmers	Review Lifeguard numbers at the beaches	July 16	LC	Dec 16
9.	Impeded vision of water's edge at Bronte from the current lifeguard office due to varying sand levels.	Safety	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Bulldozer can be called into remove excess sand.</li> <li>- Two person tower at Bronte looking over sand</li> <li>- Confirm immediate escalation procedures to ensure bulldozer can be onsite to remove the hazard.</li> <li>- Build a new lifeguard tower at Bronte fit for purpose.</li> </ul>	4 - Mostly effective (L1, L2, L3)	Minor	Accept		Complete	- Incident reports	Lifeguard Tower budgeted for completion by Project Waverley. Liaise with relevant EM for sand realignment when necessary	Sep 17	EMSW EMPW	Dec 17
10.	Increase in marine activity at all beaches over the last 2 years, with more sightings of sharks, seals and whales resulting in a increased likelihood of a marine encounter that has the potential for critical incidents	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones.</li> <li>- Lifeguard PA announcements</li> <li>- Shark alarm</li> <li>- Shark net at Bondi.</li> <li>- SLSA conduct aerial patrols.</li> <li>- Seasonal volunteer surf life savers patrolling weekends and public holidays.</li> <li>- Research and development into electronic screening technology to notify Lifeguards when sharks enter the bays.</li> <li>- Shark preventive devices to be available for purchase from council or local provider.</li> </ul>	4 - Mostly effective (L2, L3)	Moderate	Accept		Complete	- Incident reports	Keep up to date with all advances in technology	Sep 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
11.	Limited swimming ability of people entering the water increasing the risk of critical injury .	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones.</li> <li>- Seasonal surf life savers patrolling weekends and public holidays.</li> <li>- Regulatory signage on beaches.</li> <li>- Designated swimming zone with flags.</li> <li>- SLSA media campaigns.</li> <li>- Council media campaigns.</li> <li>- Monitor and review control effectiveness.</li> </ul>	5 - Very effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Continue to monitor	July 16	LC	Dec 16
12.	Inability to prevent people in the water getting too close to whales and seals resulting in critical injury.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Roads and Maritime services regulation pertaining to exclusion zones.</li> <li>- Maritime water patrols.</li> <li>- Lifeguards patrolling surf zones.</li> <li>- Seasonal surf life savers patrolling weekends and public holidays.</li> <li>- Lifeguard SOPs.</li> <li>- Monitor and review control effectiveness.</li> </ul>	4 - Mostly effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Continue to monitor	July 16	LC	Dec 16
13.	Delay in response to pool emergencies due to distance from lifeguard tower.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards on duty with line of sight.</li> <li>- Lifeguard SOP's</li> <li>- Tube to be positioned near pool</li> <li>Place tube at pool daily at Bronte.</li> </ul>	4 - Mostly effective (L2, L3)	Significant	Accept		Work in Progress	- Incident reports	Investigate duress alarm Encourage SLSC's to monitor Pool	Sep 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
14.	Inadequate training on jet skis around Tamarama near the rocks increasing the risk of injury to lifeguards and subsequent injury or death to person in the water.	Safety	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard annual proficiency testing undertaken prior to each summer season</li> <li>- Jet ski training conducted annually in surf conditions.</li> <li>- Lifeguards practice rescue scenarios at Tamarama informally and unscheduled.</li> <li>- Lifeguards SOP's</li> <li>- Lifeguard SWIMS</li> <li>- Regular, standardised, and documented training for all staff on high-risk scenarios.</li> <li>- Implement training schedule.</li> </ul>	4 - Mostly effective (L2,L3)	Moderate	Accept		Complete	- Incident reports	Monitor and review	Sep 16	LC	Dec 16
15.	Inability to inform swimmers that don't speak English of hazards and risks associated with the surf.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards use hand signals</li> <li>- Signs are symbols</li> <li>- Multi Lingual Education material</li> <li>- Understand cultural differences</li> <li>- Identify cultural differences between beach users at induction</li> </ul>	3 - Reasonably effective (L3)	Significant	Accept		Complete	- Incident reports	Monitor and review	July 16	LC	Dec 16
Section 2 Beach & Rock - This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. This may include the beach and rock areas of Bondi, Tamarama, and Mackenzies Bay.																
16.	Ineffective communication system for notifying people on the beach and in the water resulting in important safety messages not being heard.	Safety	5 - Very High	5 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Loud hailer on quad bikes.</li> <li>- Hand held loud hailer at all towers.</li> <li>- Shark alarm at all towers.</li> <li>- Investigate public announcement system to be installed at beaches.</li> <li>- Hand signals</li> <li>- Whistles</li> </ul>	4 - Mostly effective (L2,L3)	Significant	Accept		Work in Progress	- Incident reports	Investigate PA system for Beaches.	July 16	EMSW EMCD	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
17.	Difficulty in controlling non flagged areas at Bondi as there are many points of entry along the shoreline increasing the risk of injury or death to a member of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards patrolling surf zones.</li> <li>- Seasonal surf life savers patrolling weekends and public holidays.</li> <li>- Regulatory signage on beaches.</li> <li>- Designated swimming zone with flags.</li> <li>- SLSA media campaigns.</li> <li>- Council media campaigns.</li> <li>- Increased lifeguard surveillance along shoreline</li> </ul>	4 - Mostly effective (L2,L3)	Significant	Accept		Complete	- Incident reports	Monitor and review	July 16	LC	Dec 16
18.	Ineffective enforcement of rules and regulations by council on the beach resulting in continual breaches by members of the public.	Compliance	4 - High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Council rangers assist with monitoring and reporting.</li> <li>- Police have authority to arrest.</li> <li>- Continue to educate the public on beach rules and educate</li> <li>- Ensure Lifeguards are adequately trained to educate the public</li> </ul>	3 - Reasonably effective (L2,L3)	Significant	Accept		Complete	- Incident reports -	Monitor and review	Sep 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
19.	The risk of rock overhangs collapsing resulting in injury or death to lifeguard or member of the public.	Safety	5- Very High	1 – Rare	Moderate	<ul style="list-style-type: none"> <li>- Council Policy and Procedures for escalation of concerns.</li> <li>- Geological hazard assessment to be conducted annually of high risk locations.</li> <li>- Consult with relevant Council Program area of responsibility, eg Sustainability Coast Cliff Assessments, Open Spaces</li> </ul>	3 – Reasonably effective (L2, L3)	Moderate	Accept		Complete	- SME report on findings - Merit Reports	Consult with relevant program areas	Sep 16	EMSW EMF	Dec 16
20.	Inadequate CCTV coverage of the rock area known as the "Twins" at Tamarama resulting in the inability to see a member of the public in distress.	Safety	5 - Very High	5 – Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- CCTV covers 60% of high-risk area.</li> <li>- Build fit for purpose lifeguard towers providing effective visibility for required duty.</li> </ul> Review <ul style="list-style-type: none"> <li>- CCTV camera angle installed at Tamarama</li> </ul>	3 – Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Monitor & review	July 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
21.	Lack of understanding amongst lifeguards on jurisdictional boundaries for rescues resulting in lifeguards performing rescues outside of their duty.	Compliance	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Council policy.</li> <li>- Lifeguard operations manual.</li> <li>- Annual Proficiency test</li> <li>- Inductions</li> <li>- Team Leaders assigned to beaches</li> <li>- Lifeguard SOPS</li> <li>- Direction from Police</li> <li>- Notice to all lifeguards on jurisdictional boundaries and legal duties.</li> <li>- Lifeguard operations manual to reflect this.</li> <li>- Council policy to reflect this.</li> </ul>	4 - Mostly effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Review existing procedures	Sep 16	LC	Dec 16
22.	The distance from Bondi Beach lifeguard tower to north and south ends (where the majority of rescues occur) contributes to a delay in the provision of lifeguards as compared to directly in front of the tower.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Quad bikes for faster response.</li> <li>- Mobile tower located at north end.</li> <li>- Mobile patrols</li> <li>- Lifeguards stationed at flags when priorities allow.</li> <li>- Work with volunteer lifesavers when they are on duty.</li> </ul>	4 - Mostly effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Continue to monitor	Sep 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
23.	The risk that members of the public are impaled by a beach umbrella supplied by the hire company or injured by council signage or other equipment in windy conditions.	Safety	5 - Very High	1 - Rare	Moderate	<ul style="list-style-type: none"> <li>- Lifeguards can request operator to collect umbrella's should conditions be dangerous.</li> <li>- Mandated removal of signage in expected and dangerous wind conditions.</li> <li>- Hire companies to be notified of expected conditions and remove hire umbrellas from members of the public if required.</li> <li>- Consult with Hire Company on improvements to safety of beach umbrellas during high winds</li> <li>- Consult with beach hire company</li> </ul>	4 - Mostly effective (L2, L3)	Moderate	Accept		Complete	- Incident reports	Monitor and review	June 16	LC	Dec 16
24.	Contractors, Surf Clubs or police operating vehicles on the beach are not inducted on council policy or procedures as required by WHS legislation.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- All Contractors, SLISA or police operating vehicles to be consulted by council Lifeguards before entering onto the beach.</li> </ul>	4 - Mostly effective (L2, L3)	Moderate	Accept		Complete	- Incident reports	Consult and monitor	June 16	LC	Dec 16
25.	Limited access along beaches in summer on high tide resulting in inability to respond to a rescue and increased likelihood of injury or death to a member of the public.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Witches hats are placed from Bondi tower to water's edge.</li> <li>- Use horn on vehicle to notify the public</li> <li>- Consider siren to be installed on all quad bikes and used on busy days.</li> <li>- Use PA when roving to notify public</li> </ul>	4 - Mostly effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Monitor and review	June 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
26.	Inadequate risk assessments conducted by council or reviewed by council for events prior or during, increasing the likelihood of injury or death to a member of the public.	Safety	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Event operators must submit risk management documentation to council for all events.</li> <li>- Senior lifeguards to be engaged in the consultation process with event organisers in the planning phase.</li> <li>- Risk assessments for all events to be consulted with senior Lifeguard group prior to approval.</li> <li>- Events team to monitor and review control effectiveness during event operations.</li> <li>- Consult with events team</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Monitor and review	June 16	EMSW EMEW	Dec 16
27.	Inability for members of the public to see flags or signage on busy days resulting in breaches in safety controls.	Safety	5 - Very High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Surf cans can be deployed by Clubs or lifeguards at the back of the surf break to give guidance to members of the public when possible</li> <li>- Safety signage is at most entry points to the beach.</li> <li>- Lifeguards stationed at flags when priorities allow.</li> </ul> PA announcements <ul style="list-style-type: none"> <li>- Speak with public when time allows</li> <li>- Work with volunteer surf lifesavers when they are on duty</li> <li>- Use a combination of different awareness methods to draw attention to signage.</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Complete	<ul style="list-style-type: none"> <li>- Incident reports</li> <li>- Numbers of breaches</li> </ul>	Monitor and review	June 16	LC	Dec 16

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
<b>Section 3 Back of Beach</b> - This covers the jurisdictional service areas of the lifeguards and any area outside where services have been rendered. This may include Bondi lifeguard tower, Bondi pavilion, Queen Elizabeth drive, park drive, Bondi parking, Tamarama lifeguard tower, Bronte lifeguard tower, Bronte toilet and shower facilities, Bondi to Bronte walk way, Bronte cutting and any parklands and playgrounds between Bondi to Bronte.																
28.	The risk that lifeguard towers do not meet work health and safety standards as a workplace nor suitable for the provision of first aid treatment.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Council Safety Management System SMS 6.2 – First Aid Procedure and SMS 4.2 – Workplace Inspection Procedure</li> <li>- First Aid Rooms at all Beaches</li> <li>- Lifeguard Services to undertake First Aid Risk Assessment to resolve first aid WHS issues</li> <li>- Lifeguard Services to undertake Workplace Inspection to resolve workplace WHS issues</li> <li>- WHS training and education for all lifeguards First Aid and Workplace Inspection Procedures</li> <li>- Review lifeguards towers and first aid rooms</li> </ul>	3 – Reasonably effective (L2, L3)	Significant	Accept		Complete	- WHS inspection report	Monitor and review	June 16	LC/EMEW	Dec 16
29.	Board hire companies supplying hard boards to inexperienced people increasing the risk of injury to members of the public.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Lifeguards on patrol monitoring inexperienced people entering the water.</li> <li>- Volunteer Surf Life Savers on duty on weekends and public holidays</li> <li>- Council notice to Board Hire companies informing them of the risks associated with hiring boards to inexperienced people.</li> <li>- Continue to work with local hire companies on educating hirers</li> </ul>	3 – Reasonably effective (L3)	Significant	Accept		Complete	- Incident reports	Monitor and review	June 16	LC	Ongoing

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
30.	Poor maintenance of local facilities leads to increased exposure to hazards and the risk of injury to the local community.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Council maintenance program.</li> <li>- Council's Safety Management System</li> <li>- Facility risk assessment and hazard register to be developed or enhanced, monitored and reviewed.</li> <li>- Lifeguard Services to undertake Workplace Inspection to resolve workplace WHS issues</li> <li>- Lifeguard Services to inform Management and then record hazards on Merit Request System</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Monitor and review	June 16	LC	Ongoing
31.	Beach can be left short staffed at times responding to back of beach incidents.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard coordinator on call</li> <li>- Contact Police or Bondi Pavilion staff, Council Rangers, Council External Events staff, Council Community Development and Older People where relevant.</li> <li>- Lifeguards are aware of their areas of main responsibility and assess on a case by case basis.</li> <li>- Reinforce existing controls</li> <li>- Training scenarios</li> <li>- Review of incidents</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Monitor on a daily basis	June 16	LC/TL	Ongoing
32.	No dedicated walking path for pedestrians walking through the cutting at Bronte resulting in increased risk exposure of injury on busy days.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Reduce speed limit control 10km/h</li> <li>- One way traffic</li> <li>- Speed bump</li> <li>- Review effectiveness</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Work in Progress	- Incident reports	Refer to EMCW	Jul 16	EMCW	Ongoing

## Risk Register



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Serial	Description of the risk	Category	Consequence Likelihood	Risk level	Existing controls / treatments	Control Effectiveness Residual Risk Rating Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
33.	Insufficient provision of toilets at the south end of Bondi when there is evidence of expected numbers in the area.	Reputation	3 - Medium	5 - Almost Certain	Significant	<ul style="list-style-type: none"> <li>- Public toilet facilities located at North End.</li> <li>- Bondi surf club has toilet facilities.</li> <li>- Dec 14 Toilets upgraded</li> <li>- Additional toilets in Marks Park</li> <li>- Existing toilets in Pavilion and additional toilets proposed</li> </ul>	3 - Reasonably effective (L2, L3) Moderate Accept	Work in Progress	- Complaints	Refer to relevant EM	TBC	EMEW	Ongoing
34.	Inadequate control measures in place to prevent pedestrians being hit on Queen Elizabeth Drive.	Safety	5 - Very High	3 - Possible	Extreme	<ul style="list-style-type: none"> <li>- Speed humps in place.</li> <li>- Regulatory signage.</li> <li>- Narrowing of lane</li> <li>- Potted plants for calming traffic</li> <li>- Painted surface treatment</li> <li>- Bollards located in some areas.</li> <li>- Standard fence railing in some areas.</li> <li>- Speed humps in place.</li> <li>- Regulatory signage.</li> <li>- Consider increased signage and flashing warning lights.</li> </ul>	4 - Mostly effective (L2, L3) Moderate Accept	Work in Progress	- Incident reports	Refer to relevant EM	July 16	EMCW	Ongoing
35.	No allocated parking bays for lifeguards at all towers resulting in delays for staff attending shifts.	Service Disruption	3 - Medium	5 - Almost Certain	Significant	<ul style="list-style-type: none"> <li>- Motorbike parking bays available.</li> <li>- Staff parking permits</li> <li>- Volunteers have access to parking</li> </ul>	3 - Reasonably effective (L2, L3) Moderate Accept	Work in Progress	<ul style="list-style-type: none"> <li>- Lifeguard only parking bay to be provided at each tower location.</li> <li>- Lost time as an emergency worker having no access to parking spaces on busy days</li> </ul>	Refer to relevant EM	July 16	EMCW	Ongoing

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
36.	Inadequate management of homeless people at Bondi pavilion.	Reputation	4 - High	4 - Likely	Extreme	<ul style="list-style-type: none"> <li>- Bondi Pavilion coordinated action</li> <li>- Homeless people protocol followed</li> <li>- Consultation with sections of Council and industry on suitable and reasonable mitigations.</li> <li>- Managed by EMCW</li> <li>- Keep up to date with information and services</li> </ul>	3 – Reasonably effective (L2, L3)	Moderate	Accept		Work in Progress	- Incident reports	Refer to relevant EM	July 16	EMCW	Ongoing
37.	Increased exposure of needle stick injury in public toilets and change room facilities as a result of not having sharps bins.	Safety	5 - Very High	2 – Unlikely	Significant	<ul style="list-style-type: none"> <li>- Council maintenance and cleaning program.</li> <li>- Lifeguards have sharps bins</li> <li>- Managed by EMCA</li> <li>- Sharps bins to be reviewed</li> </ul>	4 – Mostly effective (L2,L3)	Moderate	Accept		Work in Progress	- Incident reports	Refer to EMCA relevant EM	July 16	EMCA	Ongoing
38.	Poorly maintained lighting in Bondi park south of the pavilion resulting in an increased risk of injury from trip hazards or risk of assault.	Safety	5 - Very High	3 – Possible	Extreme	<ul style="list-style-type: none"> <li>- Council maintenance program.</li> <li>- Managed by EMCA</li> <li>- Review maintenance program</li> </ul>	3 – Reasonably effective (L2, L3)	Moderate	Accept		Work in Progress	- Incident reports	Refer to relevant EM	July 16	EMCA	Ongoing

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
39.	No evacuation plans or consultation with lifeguards on mass evacuation from Bondi Pavilion resulting in lifeguards not knowing what to do in the event of a emergency of that nature.	Safety	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Existing Evacuation Plan for Bondi Pavilion including Lifeguard Office and Bondi Tower</li> <li>- Consultation with senior lifeguards on Bondi Pavilion evacuation procedures including Tamarama Tower and Bronte Tower</li> <li>- Work with EMDW on opportunities with technology</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Work in Progress	- Notifications	Consult	July 16	EMSW	Ongoing
<b>Section 4 Management</b> - This will look at council and lifeguard management and the systems and processes in place to manage day-to-day operations. It may include issues relating to Work Health & Safety, Human Resources, Emergency Management, Event management etc.																
40.	Partially effective workplan management	Compliance	5 - High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Job Descriptions</li> <li>- Annual skills &amp; performance assessment between Supervisor and lifeguard</li> <li>- Performance monitoring</li> <li>- Review and update job descriptions ensuring they reflect current operational practice.</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Work in Progress	- Notifications	Review job descriptions	Completed	LC EMSW	Ongoing
41.	Lifeguard Service is not adhering to Councils implemented Drug and Alcohol Policy and procedures.	Compliance	5 - Very High	5 - Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Council has implemented a specific lifeguard drug and alcohol Procedure including 24/7 access to onsite intoxication testing</li> <li>- Council has an organisational wide Drug and Alcohol Policy and Guidelines</li> <li>- Annual drug and alcohol training for Lifeguards that have the duty to enforce council policy.</li> <li>- Reinforce Service to act on their WHS responsibilities in the identification of colleagues</li> </ul>	3 - Reasonably effective (L2, L3)	Significant	Accept		Work in Progress	<ul style="list-style-type: none"> <li>- Notifications</li> <li>- Incident report</li> </ul>	Reinforce policy at Induction.  Implement testing as required	June 16	LC/TL/EMSW	Ongoing

## Risk Register



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Serial	Description of the risk	Category	Consequence	Likelihood	Risk level	Existing controls / treatments	Control Effectiveness	Residual Risk Rating	Risk Decision	Additional controls / treatments	Implementation Status	Key Risk Ind.	Actions Required	Due	Risk Owner	Next Review
42.	Partially effective Management support for critical incidents	Safety	5 – Very High	2 – Unlikely	Significant	<ul style="list-style-type: none"> <li>- Lifeguard coordinator on call 24/7</li> <li>- Senior lifeguards have been appointed.</li> <li>- Support from Senior Management</li> <li>- Support from HR</li> <li>- Employee assistance program</li> <li>- Share on call coordination between senior lifeguards.</li> </ul>	3 – Reasonably effective (L2, L3)	Moderate	Accept		Work in Progress	- Incident report	Review on call	Sep 16	EMSW	Annually
43.	Not effectively adhering to Council's implemented safety management system in the closing out of corrective actions.	Safety	5 – Very High	5 – Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard operations manual.</li> <li>- Training</li> </ul>	3 – Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident reports	Refresher training for relevant staff	1 Jan 17	EMSW	1 Jan 18
44.	Ineffective rostering resulting in fatigue risk management issues during summer season.	Safety	5 – Very High	5 – Almost Certain	Extreme	<ul style="list-style-type: none"> <li>- Lifeguard coordinator with assistance from lifeguard Team Leaders maintain rosters.</li> <li>- Continual monitoring, review and updates by Coordinator.</li> <li>- Develop and introduce a fatigue risk awareness procedure for lifeguards.</li> </ul>	3 – Reasonably effective (L2, L3)	Significant	Accept		Complete	- Incident report	Review Roster in consultation with staff	9 Sep 16	LC	9 Sep 17

## Annex A - Stakeholder Register\*

Ref.	Name	Title and vested interest
1.	Scott Field	Executive Manager, Safe Waverley
2.	Bruce Hopkins	Lifeguard Supervisor
3.	Christine Schlesinger	Manager, Risk & Safety
4.	Anthony Carroll	Senior Lifeguard
5.	Dean Gladstone	Senior Lifeguard
6.	Aaron Graham	Senior Lifeguard
7.	Rod Kerr	Senior Lifeguard
8.	Troy Quinlan	Lifeguard
9.	Mario Marfella	Lifeguard
10.	Andrew Reid	Lifeguard
11.	Aaron Buchan	Lifeguard
12.	Chris Chapman	Lifeguard
13.	Corey Oliver	Lifeguard
14.	Daniel McLaughlin	Lifeguard
15.	Anthony Click	Lifeguard
16.	Harrison Reid	Lifeguard
17.	Jesse Pollock	Lifeguard
18.	Jake Nolan	Lifeguard
19.	Jethro James	Lifeguard
20.	Kailan Collins	Lifeguard
21.	Kris Yates	Lifeguard
22.	Liam Taylor	Lifeguard
23.	Luke Daniels	Lifeguard
24.	Max Ayshford	Lifeguard
25.	Micheal Jenkinson	Lifeguard
26.	Nicola Therton	Lifeguard
27.	Quinn Darragh	Lifeguard
28.	Ryan Clark	Lifeguard
29.	Tom Bunting	Lifeguard
30.	Trent Maxwell	Lifeguard
31.	Trent Falson	Lifeguard
32.	Terry Mcdermott	Lifeguard

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**Social media** @riskfacilitator | **Email** info@riskfacilitator.com | **Sydney Office** 6/191 Birrell St Waverley NSW 2024, PO Box 117, Waverley, NSW Australia 2024.

33.	Ben Davies	Lifeguard
34.	Matthew Dee	Lifeguard
35.	Garry Beath	Representative for Bondi swimmers
36.	Pat Cahill	Local Representative for local surfers
37.	Christopher Stiles	Police Inspector, Waverley
38.	Paul Chivers	Risk Advisor

\*Work in progress. Last updated 29/6/16

## Annex B - Document Register\*

Ref.	Documents reviewed
1.	Operational Risk Profile 2012
2.	Operational Manual 2013 - 2014
3.	Audit_Committee_Charter_-_Adopted_September_2011
4.	Bondi, Tama, Bronte Lifeguard START OF DAY Reports.xls 2012 -2013
5.	Bondi, Tama, Bronte END OF DAY Reports.xls 2012 -2013
6.	Australian Coastal Public Safety Guidelines 1 <sup>st</sup> Edition
7.	Wollongong City Council's Lifeguard Service – System of Work Practice & SOPs
8.	Waverley Council Lifeguards Signage review 2011
9.	Surf Life Saving Training Manual 32 <sup>nd</sup> Edition
10.	Designated Swimming Areas – NSW Maritime
11.	SLSA Silver Medallion Basic Beach Management - Learner guide
12.	NPWS & IFAW Facts sheets
13.	Waverley ERM Strategy v1 Draft
14.	SLSA Public safety and Aquatic Rescue 33 <sup>rd</sup> Edition
15.	Australian Standard – Design and application of water safety signs
16.	National Aquatic and Recreational Signage Style Manual
17.	Waverley Council Lifeguard Service Operations Manual 2007
18.	Outdoor Access – Personal Water Craft Handbook
19.	Outdoor Access – ‘CordCare’ Emergency Spinal Management
20.	Randwick City Council Safe Work Method Statements for Lifeguard operations
21.	Waverley Lifeguard Service - Operational Risk Profile 2015 versions 1-6

\*Work in progress. Last updated 29/6/16



# Operational Risk Profile

July 2017 v8

**Prepared for**

Mr Scott Field,

Executive Manager, Safe Waverley, Waverley Council

**Prepared by**

Mr Paul Chivers,

Chief Risk Advisor, Grad Cert RM, CPRM, GIA (Cert), JP

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## Risk Context

Version 8 - July 2017

As part of Waverley Council's continuous due diligence in demonstrating effective risk management, riskfacilitator has been engaged independently to facilitate and update the Operational Risk Profile (ORP) on Lifeguard operations .

### Risk management objective

The key objective for Waverley Council's in terms of risk management is to deliver operational effectiveness, identifying and assessing risk, together with analysing existing controls and continually consulting and communicating, monitoring and reviewing as required to demonstrate diligent and defensible risk management.

### Risk methodology adopted

The International Organisation for Standardisation (ISO) prescribes the suggested standard AS NZS ISO31000-2009 Risk Management Principles and Guidelines. This methodology and risk management process were used in the development of this ORP. Additional documents that were taken into context are referenced Annex B - Risk Methodology and Documents within Context.

### Depth of analysis

- This ORP looks at key risks associated with operations to the extent that is reasonably practicable. The depth of analysis provides a level of assurance to stakeholders on the validity, quality and defensibility of the ORP conducted.
- A total of 15 key stakeholders have been engaged in consultation (refer to Annex A - Stakeholder Register).
- A total of 29 key documents were reviewed and taken into context in the preparation of this ORP (refer to Annex B – Risk Methodology and Documents within Context).
- 558 emails pertaining to operations have been taken into context.
- 1370 items of electronic data has been generated in consultation on project operations.
- 38 key risks were identified for ISO31000 risk process analysis.

### Assumptions

- Any breaches in regulatory compliance or legal duty will be addressed immediately by Waverley Council and its interested stakeholders.
- The risk profile is a dynamic document and will be updated as required as organisational context, risks and their control effectiveness change.
- All information collected and supplied by stakeholders is accurate and in accordance with specific industry standards and best practice.

### Limitations

- There are no limitations in the preparation of this document.



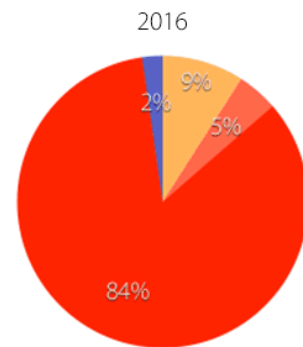
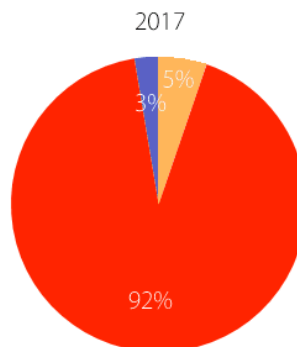
## Risk Profile

Version 8 - July 2017

The following is a profile of the risks in terms of category, current Inherent risk level and residual risk level.

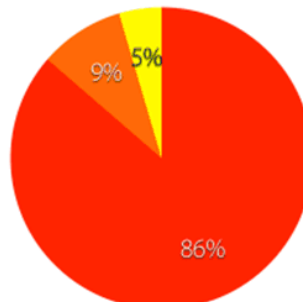
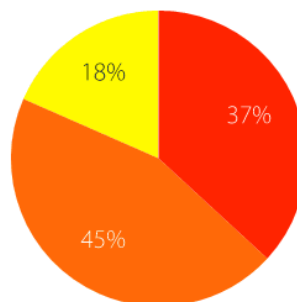
92% of key risks identified concern safety.

Risk Category	
CATEGORY	RISKS
Strategic	0
Financial	0
Enviromental	0
Compliance	2
Reputation	0
Safety	35
Service Disruption	1
Public Liability	0



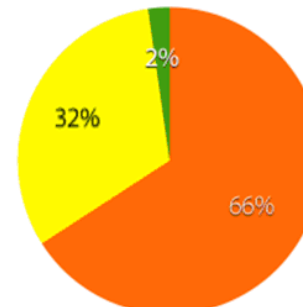
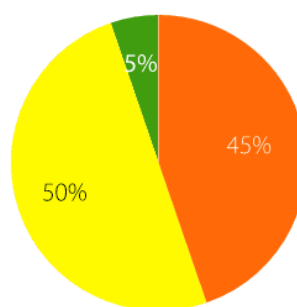
37% of current inherent risks are extreme.

Current Inherent Risk Level	
CATEGORY	RISKS
Extreme	14
Significant	17
Moderate	7
Minor	0



45% of current residual risk levels are significant.

Current Residual Risk Level	
CATEGORY	RISKS
Extreme	0
Significant	17
Moderate	19
Minor	2





## Risk Control Profile

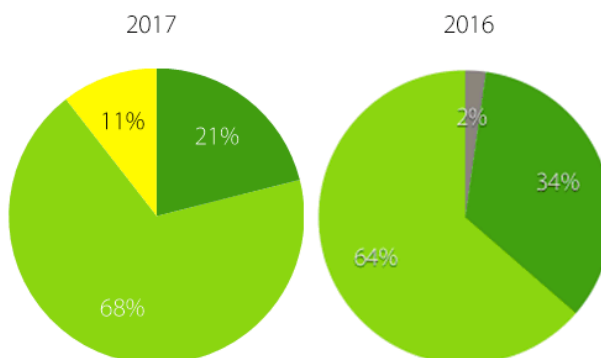
Version 8 - July 2017

The following is a profile of the current risk control effectiveness, and the depth of control measures in terms of Work Health & Safety together with implementation status.

68% of controls currently in place are reasonably effective.

Current Control Effectiveness

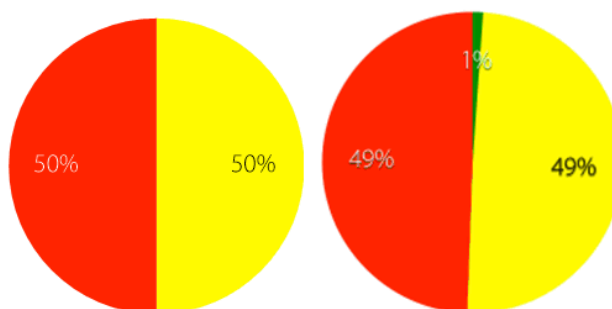
CATEGORY	RISKS
Very effective 81-100%	0
Mostly effective 61-80%	8
Reasonably effective 41-60%	26
Somewhat effective 21-40%	4
Slightly effective 1-20%	0
Not effective 0%	0



100% of current controls use combination of substitution, isolation, reduction, administration and PPE.

Current WHS Hierarchy of Control level

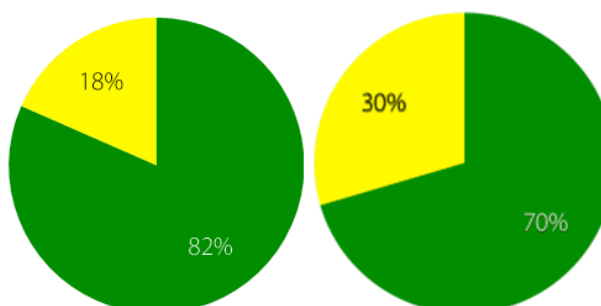
CATEGORY	RISKS
Level 1 - Eliminate the Hazard	0
Level 2 - Substitute, Isolate or reduce	38
Level 3 - Administration, PPE	38
None (-)	0



82% of controls have been implemented.

Implementation Status

CATEGORY	RISKS
Complete	31
Work in Progress	7
Incomplete	0





## Risk Matrix

Version 8 - July 2017

Consequence descriptors									Likelihood					Control Effectiveness Rating	WHS Hierarchy Level	Risk Decision	Implementation Status
Consequence	Strategic	Financial	Environmental	Compliance	Reputation	Safety	Service Disruption	Public Liability	1 - Rare	2 - Unlikely	3 - Possible	4 - Likely	5 - Almost Certain				
5 - Very High	Most objectives can no longer be achieved. Complete revision of long term business model required.	> \$5m financial impact (one off) or > \$2m (recurrent).	Very serious irreversible damage to environment and/or significant loss of biodiversity or ecosystem services of Council.	Significant breach leading to investigation by external agency resulting in successful prosecution or seeking of Council.	Sustained negative national media coverage, total loss of stakeholder trust in Council, damage to reputation that takes many years to repair.	Loss of life or serious permanent injury, major prosecution for breach of WHS legislation.	Majority of organisation unable to function, community health and wellbeing compromised.	Major class action against Council.	Moderate 15	Significant 9	Extreme 5	Extreme 2	Extreme 1	▶ The effectiveness of existing controls in place should be considered when deciding response to the risk. ▶ Determine whether additional mitigation strategies are required based on the control rating below and implement actions that are practical and cost effective while reducing risk to as low as reasonably practicable (ALARP).	▶ The Work Health and Safety (WHS) Hierarchy of control level is included to demonstrate effectiveness against Regulations required by duty holders to work through this hierarchy when managing risk.	▶ A decision is made on action to be taken once a residual risk level is measured. ▶ Considering the impact on strategic imperatives, the appropriateness of the activity and the projected cost of implementing sufficient treatment/ controls to further reduce the risk exposure.	▶ The implementation status of additional controls / treatments should be monitored and reviewed.
4 - High	A number of significant business objectives can no longer be achieved.	\$2m- \$5m financial impact (one off) or \$1m - \$2m (recurrent).	Significant long term impact on built & natural environment, investigation of Council with adverse findings.	Major breach leading to investigation by external agency resulting in negative findings, fines or penalties.	Significant adverse media at state level, isolated loss of stakeholder trust, damage to reputation that takes many months to repair.	One off major breach of WHS legislation, lost time injuries requiring major medical treatment.	Some parts of organisation unable to function, significant impact on community amenity, some community health and wellbeing impacts.	Multiple large claims against Council above insurance excess.	Moderate 18	Moderate 13	Significant 8	Extreme 4	Extreme 3				
3 - Medium	Some important business objectives can no longer be achieved.	\$500k - \$2m financial impact (one off) or \$200k - \$5m (recurrent).	Serious medium term effects on built & natural environment, investigation of Council with adverse findings.	Minor breach of legislation resulting in warnings, improvement notices etc.	Concerns from some key stakeholders, major local media coverage (short duration).	Short duration lost time injury requiring minor medical treatment, minor breach of WHS legislation.	Single services or activities unable to be delivered, some impact on community amenity.	Multiple claims under insurance excess or single large claim above excess.	Minor 21	Moderate 16	Moderate 11	Moderate 7	Significant 6	▶ 5 - Very effective 81-100% Control is reliable and effective. Fully documented process and well communicated.	Level 1	Accept	Complete
2 - Low	Some reorganisation of resources to enable business objectives to be achieved.	\$100k - \$200k financial impact (one off) or \$50k - \$200k (recurrent).	Short term effects on built & natural environment, damage to a single property or parcel of land, breach of policy.	Investigation finding technical breach of legislation.	Heightened concerns from individual stakeholders, some short term media concern.	Minor injuries or illness from normal activities, treated by first aid.	Reduced service levels for some services for limited duration, minor inconvenience to community.	Minor isolated claims denied or settled under excess.	Minor 23	Minor 19	Minor 17	Moderate 12	Moderate 10	▶ 4 - Mostly effective 61-80% The control is mostly reliable and effective. Documentation exists but can be better communicated.	▶ The most reliable and highest level of health and safety.	▶ Proposed activities are within the risk appetite of the organisation and current treatment / control effectiveness needs to be maintained.	▶ All treatments / controls have been implemented and are being monitored and reviewed.
1 Very Low	Little or no impact on business objectives.	< \$100k financial impact (one off) or < \$50k (recurrent).	Minor effects on built & natural environment, breach of guidelines, perception of damage.	Minor non-compliance not resulting in any action.	One off insignificant adverse local media or complaints.	Incident and/or issue not widely covered.	Usual scheduled interruptions, unscheduled interruptions for less than 1 day.	Notification of incidents that do not result in claims.	Minor 25	Minor 24	Minor 22	Minor 20	Moderate 14	▶ 3 - Reasonably effective 41-60% Control is reliable but not effective as documentation and/or communication could be improved.	Level 2	Reduce	Work in Progress
Likelihood descriptors																	
5 - Almost Certain	▶ The event is expected to occur in normal circumstances. There has been frequent past history. – Several times a year. Greater than 90% chance of occurring.													▶ 2 - Somewhat effective 21-40% Control may be reliable but not very effective as control design can be improved.	2. Substitute the hazard with something safer.	▶ Additional treatment / control measures need to be implemented to reduce consequence or likelihood of event.	▶ Some treatments / controls are currently being implemented and are yet to be completed.
4 - Likely	▶ The event will probably occur. Some recurring past event history - Once a year. Between 70% and 90% chance of occurring.														3. Isolate the hazard from people.		
3 - Possible	▶ The event may occur sometime. Some past warning signs or previous event history. – Once every 5 years. Between 30% and 70% chance of occurring.													▶ 1 - Slightly effective 1-20% The control is not reliable as it is not well designed, documented and/or communicated.	5. Reduce exposure to the hazard using administrative actions.	▶ Avoid the risk by deciding not to start or continue with the activity that gives rise to the risk.	▶ All treatments / controls have not been completed.
2 - Unlikely	▶ The event could occur in some circumstances. No past event history. – Once every 20 years. Between 10% and 30% chance of occurring.														6. Use personal protective equipment.		
1 - Rare	▶ The event may occur but only in exceptional circumstances. No past event history. – Once every 50 years or more. Less than 10% chance of occurring.													▶ 0 - Not effective 0% The control does not address risk.	▶ The least reliable and lowest level of health and safety.		
Risk Methodology: Reference: IEC 60013 Risk assessment – Risk assessment techniques – Hazardous Event Risk Management Framework 4.0																	

Risk Methodology Reference: IEC/ISO 31010 Risk management - Risk assessment techniques, Waverley Council Risk Management Framework & Policy

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## Risk Register

Version 8 - July 2017

Serial	Risk Description	Category	Consequence	Likelihood	Risk Level	Existing Treatments / Controls	Treatment / Control Effectiveness	WHS Hierarchy Level	Implementation Status	Residual Risk level	Risk Decision	Key Risk Indicators	Actions	Due	Risk Owner	Next Risk Review
1	Due to the number of inexperienced board riders to Bondi, Tamarama and Bronte, there is an inadequate knowledge of surfing etiquette resulting in increased likelihood of incidents in the water and potential for injury.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Surfing etiquette signage provided at Bronte and Bondi beaches.</li> <li>Lifeguards make regular PA announcements advising on board riders clearance from flags.</li> <li>Lifeguards stationed at flags when priorities allow.</li> <li>Additional Lifeguards rostered on during peak periods.</li> <li>Lifeguard operating procedure.</li> <li>Continue to educate beach users.</li> <li>Education and awareness campaign by council focusing on tourists to the area.</li> <li>Discuss with Council Media department opportunities with Council WiFi at Beaches.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
2	Inadequate water proficiency levels (that is, the ability to execute their competent skill) of volunteer lifesavers, increasing the risk exposure to lifeguards when performing a rescue and potential for injury.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>SLS Clubs undertake annual proficiency testing for all volunteer patrolling members.</li> <li>Consult with SLS Clubs on improving the standard of lifesavers on beaches.</li> <li>Lifeguards to meet with surf club patrol captains prior to starting their patrol.</li> <li>Offer Club Captains support for training of Volunteers.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
3	Vessels entering Bondi bay area and breaching exclusion zone / surf zone when sightseeing or in distress resulting in an increased risk of collision with swimmer/s or surf craft and subsequent critical injury.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Roads and Maritime services regulation pertaining to vessels and surf zones.</li> <li>Maritime water patrols.</li> <li>Lifeguard SOP's.</li> <li>Request to Roads and Maritime to have additional maritime patrol vessels on busy days.</li> <li>Maintain working relationship with water police and keep contact details on hand.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
4	Inadequate and inconsistent aquatic surf zoning at Bondi, Bronte and Tamarama resulting in breaches by members of the public increasing the risks of collision and subsequent critical injury.	Safety	4 - High	3 - Possible	8	<ul style="list-style-type: none"> <li>Lifeguards patrolling surf zones and using loud hailer to notify of breaches.</li> <li>Seasonal surf lifesavers patrolling weekends and public holidays.</li> <li>Lifeguard SOP's.</li> <li>Lifeguards stationed at flags when priorities allow.</li> <li>Work with volunteer lifesavers when they are on duty to patrol flagged areas.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
5	Large ocean surf craft being used by inexperienced people in crowded areas e.g. Paddle boards, stand up paddle boards, surf boats, skis etc increasing the risk of critical injury to members of the public.	Safety	4 - High	4 - Likely	4	<ul style="list-style-type: none"> <li>Prohibited surf craft signage on beach.</li> <li>Lifeguards patrolling surf zones and using loud hailer to notify of breaches.</li> <li>Leashes available to surfers.</li> <li>Lifeguard SOP's.</li> <li>Appropriate surf craft signage across the whole beach.</li> <li>Ensure Lifeguards make regular assessments to ensure large craft are enjoyed safely.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	8	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18

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6	Inadequate oversight by surf clubs for their training areas for their squads, increasing the risk of critical injury to participants and members of the public.	Safety	4 - High	3 - Possible	8	<ul style="list-style-type: none"> <li>SLSA requirements for training squads.</li> <li>All SLSA members have a bronze medallion at minimum.</li> <li>Lifeguards patrolling surf zones.</li> <li>Lifeguards consult with surf clubs on mandatory requirements for training groups.</li> <li>Breach notice issued by council to clubs on occurrences.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	13	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
7	Inadequate enforcement of council regulation for people jumping from rocks above Bronte pool, off Bronte pool, flat rock at Bondi, Icebergs and any other rock areas increasing the risk of critical injury to themselves or other members of the public.	Safety	4 - High	3 - Possible	8	<ul style="list-style-type: none"> <li>Council rangers can assist with monitoring. Regulatory signage in place.</li> <li>Lifeguards attend when priorities allow.</li> <li>Increased surveillance of high-risk areas by rangers with warning issue period followed by penalty notices should behaviour not change.</li> <li>Request Police support to assist with enforcement.</li> <li>Recommend additional physical barriers at Bronte Pool.</li> </ul>	2 - Somewhat effective 21-40%	Level 2,3	Complete	8	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
8	There is not a proportionate increase in lifeguards relevant to numbers of people or surf craft in the water resulting in an increased likelihood of serious injury on days of significant numbers.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Additional lifeguards are rostered on for days when numbers are expected to be large.</li> <li>Seasonal volunteer surf life savers patrolling weekends and public holidays.</li> <li>A revision of lifeguard numbers proportionate to the risk exposure to be conducted on all beaches.</li> <li>Additional life guides on roster from September 2016.</li> <li>2 additional life guides for Bondi from Sep 2017.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Work in Progress	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
9	Impeded vision of water's edge at Bronte from the current lifeguard office due to varying sand levels.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Bulldozer can be called into remove excess sand.</li> <li>Two person tower at Bronte looking over sand.</li> <li>Confirm immediate escalation procedures to ensure bulldozer can be onsite to remove the hazard.</li> <li>Build a new lifeguard tower at Bronte fit for purpose budgeted for winter 2018.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Work in Progress	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
10	Increase in marine activity at all beaches over the last 2 years, with more sightings of sharks, seals and whales resulting in a increased likelihood of a marine encounter that has the potential for critical incidents	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Lifeguards patrolling surf zones.</li> <li>Lifeguard PA announcements</li> <li>Shark alarm</li> <li>Shark net at Bondi.</li> <li>SLSA conduct aerial patrols.</li> <li>Seasonal volunteer surf life savers patrolling weekends and public holidays.</li> <li>Research and development into electronic screening technology to notify Lifeguards when sharks enter the bays.</li> <li>Shark preventive devices to be available for purchase from council or local provider.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
11	Limited swimming ability of people entering the water increasing the risk of critical injury.	Safety	5 - Very High	4 - Likely	2	<ul style="list-style-type: none"> <li>Lifeguards patrolling surf zones.</li> <li>Seasonal surf life savers patrolling weekends and public holidays.</li> <li>Regulatory signage on beaches.</li> <li>Designated swimming zone with flags.</li> <li>SLSA media campaigns.</li> <li>Council media campaigns.</li> <li>Monitor and review control effectiveness.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18

Serial	Risk Description	Category	Consequence	Likelihood	Risk Level	Existing Treatments / Controls	Treatment / Control Effectiveness	WHS Hierarchy Level	Implementation Status	Residual Risk level	Risk Decision	Key Risk Indicators	Actions	Due	Risk Owner	Next Risk Review
12	Inability to prevent people in the water getting too close to whales and seals resulting in critical injury.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Roads and Maritime services regulation pertaining to exclusion zones.</li> <li>Maritime water patrols.</li> <li>Lifeguards patrolling surf zones.</li> <li>Seasonal surf life savers patrolling weekends and public holidays.</li> <li>Lifeguard SOPs.</li> <li>Monitor and review control effectiveness.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
13	Delay in response to pool emergencies due to distance from lifeguard tower.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Lifeguards on duty with line of sight.</li> <li>Lifeguard SOPs.</li> <li>Tube to be positioned near pool.</li> <li>Place tube at pool daily at Bronte.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Work in Progress	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
14	Inadequate training on jet skis around Tamarama near the rocks increasing the risk of injury to lifeguards and subsequent injury or death to person in the water.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Lifeguard annual proficiency testing undertaken prior to each summer season.</li> <li>Jet ski training conducted annually in surf conditions.</li> <li>Lifeguards practice rescue scenarios at Tamarama, informally and unscheduled.</li> <li>Lifeguards SOPs.</li> <li>Lifeguard SWIMS.</li> <li>Regular, standardised, and documented training for all staff on high-risk scenarios.</li> <li>Implement training schedule.</li> <li>Lifeguard Induction.</li> <li>Mentoring by team leaders.</li> </ul>	4 - Mostly effective 61-80%	Level 2,3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
15	Inability to inform swimmers that don't speak English of hazards and risks associated with the surf.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Lifeguards use hand signals.</li> <li>Signs are symbols.</li> <li>Multi Lingual Education material.</li> <li>Understand cultural differences.</li> <li>Identify cultural differences between beach users at induction.</li> </ul>	2 - Somewhat effective 21-40%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
16	Ineffective communication system for notifying people on the beach and in the water resulting in important safety messages not being heard.	Safety	4 - High	4 - Likely	4	<ul style="list-style-type: none"> <li>Loud hailer on quad bikes.</li> <li>Hand held loud hailer at all towers.</li> <li>Shark alarm at all towers.</li> <li>Investigate public announcement system to be installed at beaches.</li> <li>Hand signals.</li> <li>Whistles.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	8	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
17	Difficulty in controlling non flagged areas at Bondi as there are many points of entry along the shoreline increasing the risk of injury or death to a member of the public.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Lifeguards patrolling surf zones.</li> <li>Seasonal surf life savers patrolling weekends and public holidays.</li> <li>Regulatory signage on beaches.</li> <li>Designated swimming zone with flags.</li> <li>SLSA media campaigns.</li> <li>Council media campaigns.</li> <li>Increased lifeguard surveillance along shoreline.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
18	Ineffective enforcement of rules and regulations by council on the beach resulting in continual breaches by members of the public.	Compliance	4 - High	3 - Possible	8	<ul style="list-style-type: none"> <li>Council rangers assist with monitoring and reporting.</li> <li>Police have authority to arrest.</li> <li>Continue to educate the public on beach rules and educate.</li> <li>Ensure Lifeguards are adequately trained to educate the public.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	13	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18

Serial	Risk Description	Category	Consequence	Likelihood	Risk Level	Existing Treatments / Controls	Treatment / Control Effectiveness	WHS Hierarchy Level	Implementation Status	Residual Risk level	Risk Decision	Key Risk Indicators	Actions	Due	Risk Owner	Next Risk Review
19	The risk of rock overhangs collapsing resulting in injury or death to lifeguard or member of the public.	Safety	5 - Very High	1 - Rare	15	<ul style="list-style-type: none"> <li>Council Policy and Procedures for escalation of concerns.</li> <li>Geological hazard assessment to be conducted on a regular basis or as required.</li> <li>Consult with relevant Council Program area of responsibility, eg Sustainability Coast Cliff Assessments, Open Spaces.</li> </ul>	2 - Somewhat effective 21-40%	Level 2.3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
20	The distance from Bondi Beach lifeguard tower to north and south ends (where the majority of rescues occur) contributes to a delay in the provision of lifeguards as compared to directly in front of the tower.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Quad bikes for faster response.</li> <li>Mobile tower located at north end.</li> <li>Mobile patrols.</li> <li>Lifeguards rostered to north Bondi.</li> <li>Work with volunteer lifesavers when they are on duty.</li> </ul>	4 - Mostly effective 61-80%	Level 2.3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
21	Limited access along beaches in summer on high tide resulting in inability to respond to a rescue and increased likelihood of injury or death to a member of the public.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Witches hats are placed from Bondi tower to water's edge.</li> <li>Use horn on vehicle to notify the public.</li> <li>Consider siren to be installed on all quad bikes and used on busy days.</li> <li>Use PA when roving to notify public.</li> </ul>	4 - Mostly effective 61-80%	Level 2.3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
22	Inadequate consultation with lifeguards by council for events prior or during, increasing the likelihood of injury or death to a member of the public.	Safety	5 - Very High	3 - Possible	5	<ul style="list-style-type: none"> <li>Event operators must submit risk management documentation to council for all events.</li> <li>Senior lifeguards to be engaged in the consultation process with event organisers in the planning phase.</li> <li>Risk assessments for all events to be consulted with senior Lifeguard group prior to approval.</li> <li>Events team to monitor and review control effectiveness during event operations.</li> <li>Consult with events team.</li> </ul>	3 - Reasonably effective 41-60%	Level 2.3	Complete	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
23	Inability for members of the public to see flags or signage on busy days resulting in breaches in safety controls.	Safety	4 - High	3 - Possible	8	<ul style="list-style-type: none"> <li>Surf cans can be deployed by Clubs or lifeguards at the back of the surf break to give guidance to members of the public when possible.</li> <li>Safety signage is at most entry points to the beach.</li> <li>Lifeguards stationed at flags when priorities allow.</li> <li>PA announcements.</li> <li>Speak with public when time allows.</li> <li>Work with volunteer surf lifesavers when they are on duty.</li> <li>Use a combination of different awareness methods to draw attention to signage.</li> </ul>	3 - Reasonably effective 41-60%	Level 2.3	Complete	13	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
24	Board hire companies supplying hard boards to inexperienced people increasing the risk of injury to members of the public.	Safety	4 - High	4 - Likely	4	<ul style="list-style-type: none"> <li>Lifeguards on patrol monitoring inexperienced people entering the water.</li> <li>Volunteer Surf Life Savers on duty on weekends and public holidays.</li> <li>Council notice to Board Hire companies informing them of the risks associated with hiring boards to inexperienced people.</li> <li>Continue to work with local hire companies on educating hirers.</li> </ul>	3 - Reasonably effective 41-60%	Level 2.3	Complete	8	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18

Serial	Risk Description	Category	Consequence	Likelihood	Risk Level	Existing Treatments / Controls	Treatment / Control Effectiveness	WHS Hierarchy Level	Implementation Status	Residual Risk level	Risk Decision	Key Risk Indicators	Actions	Due	Risk Owner	Next Risk Review
25	Poor maintenance of local facilities leads to increased exposure to hazards and the risk of injury to the local community.	Safety	4 - High	2 - Unlikely	13	<ul style="list-style-type: none"> <li>Council maintenance program.</li> <li>Council's Safety Management System.</li> <li>Facility risk assessment and hazard register to be developed or enhanced, monitored and reviewed.</li> <li>Lifeguard Services to undertake Workplace Inspection to resolve workplace WHS issues.</li> <li>Lifeguard Services to inform Management and then record hazards on Merit Request System.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	18	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
26	Beach can be left short staffed at times responding to back of beach incidents.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Lifeguard coordinator on call.</li> <li>Contact Police or Bondi Pavilion staff, Council Rangers, Council External Events staff, Council Community Development and Older People where relevant.</li> <li>Lifeguards are aware of their areas of main responsibility and assess on a case by case basis.</li> <li>Reinforce existing controls.</li> <li>Training scenarios.</li> <li>Review of incidents.</li> <li>Additional life guides on roster from September 2016.</li> <li>2 additional life guides for Bondi from Sep 2017.</li> </ul>	4 - Mostly effective 61-80%	Level 2,3	Work in Progress	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
27	No dedicated walking path for pedestrians walking through the cutting at Bronte resulting in increased risk exposure of injury on busy days.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Reduce speed limit control 10km/h.</li> <li>One way traffic.</li> <li>Speed bumps.</li> <li>Monitor &amp; review effectiveness.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
28	Inadequate control measures in place to prevent pedestrians being hit on Queen Elizabeth Drive.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Speed humps in place.</li> <li>Regulatory signage.</li> <li>Narrowing of lane.</li> <li>Potted plants for calming traffic.</li> <li>Painted surface treatment.</li> <li>Bollards located in some areas.</li> <li>Standard fence railing in some areas.</li> <li>Speed humps in place.</li> <li>Regulatory signage.</li> <li>Consider increased signage and flashing warning lights.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
29	No allocated parking bays for lifeguards at all towers resulting in delays for staff attending shifts.	Service Disruption	3 - Medium	2 - Unlikely	16	<ul style="list-style-type: none"> <li>Motorbike parking bays available.</li> <li>Staff parking permits.</li> <li>Volunteers have access to parking.</li> <li>Roster starts early so more spaces available.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	21	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
30	No evacuation plans or consultation with lifeguards on mass evacuation from Bondi Pavilion resulting in lifeguards not knowing what to do in the event of a emergency of that nature.	Compliance	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Existing Evacuation Plan for Bondi Pavilion including Lifeguard Office and Bondi Tower.</li> <li>Consultation with senior lifeguards on Bondi Pavilion evacuation procedures including Tamarama Tower and Bronte Tower.</li> <li>Work with EMDW on opportunities with technology.</li> </ul>	3 - Reasonably effective 41-60%	Level 2,3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18

Serial	Risk Description	Category	Consequence	Likelihood	Risk Level	Existing Treatments / Controls	Treatment / Control Effectiveness	WHS Hierarchy Level	Implementation Status	Residual Risk level	Risk Decision	Key Risk Indicators	Actions	Due	Risk Owner	Next Risk Review
31	Partially effective work plan management	Safety	4 - High	2 - Unlikely	13	<ul style="list-style-type: none"> <li>Job Descriptions</li> <li>Annual skills &amp; performance assessment between Supervisor and lifeguard</li> <li>Performance monitoring</li> <li>Review and update job descriptions ensuring they reflect current operational practice.</li> <li>Work plans reviewed.</li> <li>Team Leaders issued with new work plans.</li> <li>Induction.</li> </ul>	3 - Reasonably effective 41-60%	Level 2.3	Complete	18	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
32	Lifeguard Service is not adhering to Council's implemented Drug and Alcohol Policy and procedures.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Council has implemented a specific lifeguard drug and alcohol Procedure including 24/7 access to onsite intoxication testing.</li> <li>Council has an organisational wide Drug and Alcohol Policy and Guidelines.</li> <li>Annual drug and alcohol training for Lifeguards that have the duty to enforce council policy.</li> <li>Reinforce Service to act on their WHS responsibilities in the identification of colleagues.</li> </ul>	4 - Mostly effective 61-80%	Level 2.3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
33	Partially effective Management support for critical incidents	Safety	4 - High	2 - Unlikely	13	<ul style="list-style-type: none"> <li>Lifeguard coordinator on call 24/7.</li> <li>Senior lifeguards have been appointed.</li> <li>Support from Senior Management.</li> <li>Support from HR.</li> <li>Employee assistance program.</li> <li>Share on call coordination between senior lifeguards.</li> </ul>	3 - Reasonably effective 41-60%	Level 2.3	Complete	18	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
34	Not effectively adhering to Council's implemented safety management system in the closing out of corrective actions.	Safety	3 - Medium	2 - Unlikely	16	<ul style="list-style-type: none"> <li>Lifeguard operations manual.</li> <li>Training.</li> <li>Lifeguard reporting and closing out of incidents.</li> </ul>	4 - Mostly effective 61-80%	Level 2.3	Complete	21	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
35	Ineffective rostering resulting in fatigue risk management issues during summer season.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Lifeguard coordinator with assistance from lifeguard Team Leaders maintain rosters.</li> <li>Continual monitoring, review and updates by Coordinator.</li> <li>Develop and introduce a fatigue risk awareness procedure for lifeguards.</li> <li>Lifeguards can speak to team leaders or supervisor at any time.</li> <li>New roster implemented.</li> <li>Additional staff 16/17 &amp; 17/18.</li> </ul>	4 - Mostly effective 61-80%	Level 2.3	Work in Progress	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
36	Inability to prevent a terrorism attack on beaches or surrounding areas resulting in mass casualties.	Safety	5 - Very High	1 - Rare	15	<ul style="list-style-type: none"> <li>Existing Evacuation Plan for Bondi Pavilion including Lifeguard Office and Bondi Tower.</li> <li>Consultation with senior lifeguards on Bondi Pavilion evacuation procedures including Tamarama Tower and Bronte Tower.</li> <li>Regular consultation with local area police command.</li> <li>Lifeguard operations manual.</li> <li>Lifeguard coordinator on call 24/7.</li> <li>Hard targeting mitigations in place.</li> <li>Lifeguards available as first responders.</li> </ul>	4 - Mostly effective 61-80%	Level 2.3	Complete	15	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18

Serial	Risk Description	Category	Consequence	Likelihood	Risk Level	Existing Treatments / Controls	Treatment / Control Effectiveness	WHS Hierarchy Level	Implementation Status	Residual Risk level	Risk Decision	Key Risk Indicators	Actions	Due	Risk Owner	Next Risk Review
37	Inability to prevent Remote Piloted Aircraft operators (RPA) from breaching CASA regulations and increasing the risk of collision with aircraft, property or people.	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>CASA Advisory Circular AC 101-10.</li> <li>RPA policy to be developed for lifeguards.</li> <li>Lifeguards can report operator to CASA.</li> <li>Lifeguards can contact police.</li> <li>Lifeguard SOP's.</li> </ul>	3 - Reasonably effective 41-60%	Level 2.3	Work in Progress	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
38	Inadequate asset inspections resulting in the increase risk of a catastrophic event/s	Safety	5 - Very High	2 - Unlikely	9	<ul style="list-style-type: none"> <li>Contractor due diligence is conducted by council.</li> <li>Independent reviews available.</li> </ul>	2 - Somewhat effective 21-40%	Level 2.3	Work in Progress	9	Accept	1. Incident reporting	1. Monitor & review	N/A	Waverley Council	01/07/18
This risk register is dynamic in nature, and demonstrates continual improvement process designed to reduce risk levels to as low as reasonably practicable (ALARP).												Risk Methodology Reference: IEC/ISO 31010 Risk management – Risk assessment techniques				



## Annex A - Stakeholder Register

Version 8 - July 2017

Ref	Name	Title and vested interest	
1	Bruce Hopkins	Lifeguard Coordinator	Waverley Council
2	Dean Gladstone	Lifeguard Team Leader	Waverley Council
3	Anthony Carroll	Lifeguard Team Leader	Waverley Council
4	Rod Kerr	Lifeguard Team Leader	Waverley Council
5	Daniel McLauchlain	Acting Lifeguard Team Leader	Waverley Council
6	Trent Maxwell	Fireman and Casual Lifeguard	Waverley Council
7	Quinn Darragh	Paramedic and Casual Lifeguard	Waverley Council
8	Anthony Glick	Junior Lifeguard	Waverley Council
9	Brenda	Local Surfing and Tour School	Let's Go Surfing
10	Lenore Kalukasis	Precinct Committee President and daily bather	Bondi Beach Precinct
11	John Sullivan	Experienced Daily Local Beach goer	Nil
12	Ben Davies	Local Board Rider	Bondi Board Rider Past President
13	Thierry Forest	North Bondi Surf Club Captain	North Bondi Surf Club
14	James Rogers	Bondi Surf Club Captain	Bondi Surf Club
15	Paul Chivers	Risk Advisor	riskfacilitator

Last updated 26 July 2017



## Annex B - Risk Methodology and Documents within Context

Version 8 - July 2017

Ref	Risk Methodology and Documents within Context
1	ISO 20121:2012, Event sustainability management systems
2	ISO Guide 73:2009 Risk Management Vocabulary
3	ISO IEC 31010 – Risk Assessment Techniques
4	AS/NZS 5050:2010 Business continuity—Managing disruption-related risk
5	HB 89 (2013) Risk management—Guidelines on risk assessment techniques
6	HB 158 (2010) Delivering assurance based on ISO 31000:2009 Risk management—Principles and guidelines
7	HB 203 (2012) Managing environment-related risk
8	HB 246 (2010) Guidelines for managing risk in sport and recreation organisations
9	HB 327 (2010) Communicating and consulting about risk
10	SA SNZ HB 436-2013 Risk management guidelines - Companion to AS NZS ISO 31000-2009
11	SA SNZ HB 89 - 2013 Risk management - Guidelines on risk assessment techniques
12	Work Health and Safety Act 2011
13	Work Health and Safety Regulation 2011
14	SLSA Surf Sports Competition Manual 34th Edition
15	SLSA Public Safety & Aquatic Rescue 34th Edition
16	SLSA Powercraft Manual 7th Edition
17	Waverley Council Lifeguard Operations Manual
18	Operational Risk Profile 2012, 2015
19	Audit Committee Charter - Adopted September 2011
20	Australian Coastal Public Safety Guidelines 1, Edition

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Ref	Risk Methodology and Documents within Context
21	Waverley Council Lifeguards Signage review 2011
22	Designated Swimming Areas – NSW Maritime
23	Waverley ERM Strategy v1 Draft
24	Australian Standard – Design and application of water safety signs
25	National Aquatic and Recreational Signage Style Manual
26	Outdoor Access – Personal Water Craft Handbook
27	Outdoor Access – “CordCare” Emergency Spinal Management
28	Randwick City Council Safe Work Method Statements for Lifeguard operations
29	Wollongong City Council’s Lifeguard Service – System of Work Practice & SOPs

Last updated 13 Jul 2017

## NOTICE OF MOTION CM/8.1/18.08



**Subject:** Lifeguard Service Risk Review Survey

**TRIM No:** A18/0453

**Submitted by:** Councillor Goltsman  
Councillor Kay

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### MOTION:

That Council:

1. Requests Mayor Wakefield and Cr. O'Neill to apologise unreservedly to the North Bondi Surf Club, the Bondi Surf Club, Lets Go Surfing, Bondi Longboard Club, Bondi Girls Surfriders, Icebergs, the Bondi Amateur Swimming club, Surf Life Saving Australia and all the regular users of Bondi Beach for the unfortunate July 2018 Council survey (in response to a Mayoral Minute) implying that changes could take place on the beach whereby all users, including children, of any surf craft could be forced to use the unsafe southern side of the beach.
2. Further requests Mayor Wakefield to apologise to the Waverley Lifeguards for stating that they do an unsatisfactory job.
3. Encourages Cr. O'Neill to stand down as Chair of the Surf Club Committee for failing to consult with the members of the Committee prior to the release of the survey.
4. Agrees to consult with all stakeholders in future, prior to any public survey being released.

### Background

On 13 July 2018 a survey was sent out to various stakeholders relating to how the beach is managed. The survey background was inflammatory and showed no knowledge of the current beach practices and contentious issues that have been managed well for many years by Council's Executive manager Safe Waverley and our Lifeguards.

The wording of the survey immediately set the Surf Clubs against our Lifeguards and it took days of delicate negotiating to repair the damaged relationship that has taken years to build. Additionally, the survey brought Waverley Council into disrepute internationally as well as across Australia.

The Wednesday 25 July 2018 edition of the Wentworth Courier even went so far as to state that "Cr Wakefield is concerned the "unfortunately worded" original survey has detracted from an escalating problem which he says is exacerbated by lifeguards he believes aren't vigilant enough at policing surfcraft". It is outrageous that Mayor Wakefield would criticise our staff in public, and must, at a minimum, apologise.

It was astonishing that the survey was published without consultation with the Council staff who deal with issues on the beach every day who would have been able to steer the questions and background away from the disastrous wording used. Was the survey even checked by the Mayor before being released? If it wasn't, why not? And if it was, why was it allowed to still be released?

Mayor Wakefield tried to correct the significant error with his assertion in 25 July 2018 Wentworth Courier Mayoral Message, that “there is no plan or proposal to ban soft boards from the northern end of Bondi Beach”. However, by this time it was too late to counter the original Council survey proposition. Staff morale, and stakeholder confidence in Council, had already been damaged.

Unfortunately, the new “cleansed” survey has not righted the wrong, and an inaccurate impression of our Council and our staff is still being circulated across Australia and around the World.

#### **General Manager’s comment**

1. The survey questionnaire referred to was commissioned by the Executive Manager Safe Waverley and developed by independent risk consultant Paul Chivers in conjunction with the Executive Manager. Mr Chivers has worked with the Council on the operational risk profiles for Lifeguard Services and the Lifeguard Operations Manual since 2012.
2. The survey was developed in response to the unanimous resolution of Council from March 2018 that resolved to consult with the community on a number of items relating to beach safety and amenity including buffer zones, hard boards, and cycling and skateboarding along the Bondi Beach promenade. It was incorporated into the development of the operational risk profile for 2018.
3. Neither the Mayor, Councillor O’Neill nor any other Councillor was involved in the preparation of the survey questionnaire. No Councillor sighted or had input into the survey before it was issued, and no Councillor was consulted over its issue. It appears that there was an insufficiently robust process for checking and signing off on the survey questionnaire before it was issued.
4. A review of Council’s email system shows that the survey was sent to targeted stakeholder groups, including Councillor email addresses, on Friday 13 July 2018, prior to its issue to the public on Wednesday 18 July 2018. It appears that media outlets obtained a copy of the survey questionnaire during this initial distribution phase. Media comment focussed on wording in the survey questionnaire that implied the possibility of restrictions on surfing at Bondi Beach. Council staff are not aware of any Council proposal to ban surfing at Bondi Beach.
5. Inquiries to date indicate that frontline Lifeguard staff were not consulted regarding specific wording of the survey nor were they advised prior to its issue. The survey questionnaire was however commissioned by the manager responsible for managing beach safety and the lifeguard team.
6. The wording of the survey did not reflect the intention of the Council resolution and has since been corrected. As General Manager, I must take responsibility for the organisational failures that led to this situation. Steps are being taken to ensure a similar occurrence does not occur again. On behalf of this organisation, I apologise for the reputational damage caused.

## NOTICE OF MOTION CM/8.2/18.08



**Subject:** Establishment of Perpetual Fund for ongoing maintenance of monuments and graves within Waverley and South Head Cemeteries

**TRIM No:** A02/0658-06

**Submitted by:** Councillor Masselos  
Councillor Lewis

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### MOTION:

That Council:

1. Investigates the establishment of a perpetual fund that is used to fund ongoing maintenance of the Waverley Cemetery and South Head monuments and graves.
2. Analyses the benefits and weaknesses of each option.
3. Reports back to Council with a recommendation.

### General Manager's comment

Waverley Cemetery has a range of assets requiring maintenance. These works are either funded through private license fees, Cemetery business revenue, general asset management budgets, or grants.

Currently, when Council sells a grave site it is the responsibility of the license holder to maintain it for the duration of the agreed tenure. Whilst Council does offer an ongoing maintenance service for a fee upon purchase, the majority of sales do not take up this offer. It is only when sites become overgrown or weed infested, that Council staff will ensure the landscaping elements are maintained. All structural elements of a grave site are the responsibility of the license holder. Where a license has lapsed, there is no upkeep of these sites. With state heritage listing, Council can now, and has been successful in receiving, heritage grants for the upkeep of significant graves. However, additional funding is needed to ensure all assets within this state listed cemetery are maintained now and into the future.

All other asset maintenance works to buildings, shelters, roads, stormwater, and landscaping is funded via Council general revenue.

Following the recent adoption of the Waverley Cemetery Conservation Management Plan and the Waverley Cemetery Land use masterplan, Council Officers will commence the preparation of a strategic business plan for Waverley Cemetery. Consideration of all appropriate funding mechanisms, including cemetery foundations and perpetual maintenance funds, will be important considerations to ensure a sustainable funding model going forward. This investigation will require no additional resources.

## NOTICE OF MOTION CM/8.3/18.08



**Subject:** UNESCO Status for Waverley Cemetery

**TRIM No:** A02/0658-06

**Submitted by:** Councillor Masselos  
Councillor Lewis

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### MOTION:

That Council officers investigate the requirements for UNESCO heritage status for Waverley Cemetery and report back to Council.

### General Manager's comment

The process for World Heritage listing is outlined briefly below:

1. A place is required to be listed on the National Heritage List prior to nomination to the World Heritage List. A nomination for the inclusion of the Waverley Cemetery on the National Heritage List is currently being considered.
2. Nominations for UNESCO's World Heritage List must be included in a State Party's Tentative List. The State Party is the Australian Government having signed the World Heritage Convention. Only nominations which are supported by the Australian Government through the Tentative List (which have been nationally heritage listed) will be considered by the World Heritage Committee.
3. The Tentative List includes places the 'State Party' (Australian Government) may submit for nomination over a 5 – 10 year period. A nomination file must be prepared. This is a complex process which can take several years to complete.
4. This nomination file is independently evaluated prior to presentation to the World Heritage Committee to make a decision regarding inscription on the World Heritage List. A place must demonstrate Outstanding Universal Value as well as at least one out of ten selection criteria in order to be listed.

Waverley Council, as a local government authority, cannot nominate a place to the UNESCO World Heritage List. This is the responsibility of the Australian Government as a 'State Party' to the World Heritage Convention. In 2016 Waverley Cemetery National listing was rejected by the Federal Department of Environment and was resubmitted for review by Waverley Council in February 2018. It would be preferable to await any decision on this National listing application prior to the proposed NOM seeking UNESCO listing, as a UNESCO listing application would not meet the necessary criteria currently.

## NOTICE OF MOTION CM/8.4/18.08



**Subject:** Macpherson Street Pedestrian Crossing - Improved Lighting

**TRIM No:** A03/0539

**Submitted by:** Councillor Masselos

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### MOTION:

That Council:

1. Investigates the level of lighting over the marked pedestrian crossing in Macpherson Street, Bronte just west of St Thomas Street, Bronte.
2. Works with Ausgrid to upgrade the lighting of the pedestrian crossing to improve safety as a matter of urgency.

### General Manager's comment

Macpherson Street is a local Council street. The crossing on Macpherson Street provides a safe connection between the north and south side. Inbound and outbound bus stops are located adjacent to the crossing, with a child care centre and primary school in close proximity.

Upgrading the lighting of the crossing will improve pedestrian safety. Ausgrid will investigate lighting levels, compliance with standards and recommend improvements to Council. Funding for the upgrade can be provided from the street lighting allocation and Roads and Maritime Services bus subsidy.

The investigation will be undertaken by the Transport and Development Team in Creating Waverley and can be accommodated within the existing work programme. Ausgrid will provide the necessary lighting expertise, normally at a minimal fee.

## **NOTICE OF MOTION CM/8.5/18.08**



**Subject:** Tamarama Beach Pedestrian Crossing

**TRIM No:** A03/0845

**Submitted by:** Councillor O'Neill

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### **MOTION:**

That Council investigates the introduction of a pedestrian crossing near the intersection of Tamarama Marine Drive and Pacific Avenue, Tamarama.

### **Background**

A large number of people cross at this intersection to gain access to Tamarama Beach and the bus stop. It connects Tamarama Gully and residential properties with Tamarama Park. There is currently a center refuge however this does not give pedestrians any priority.

### **General Manager's comment**

Tamarama Marine Drive and Pacific Avenue are local Council streets that provide a scenic north/south connection along the coast and is also a bus route. The adjacent eastern footpath is part of Council's well used coastal walk, connecting with Bondi Beach to the north and Bronte Beach to the south. The crossing is well used especially during Sculptures by the Sea, summer months and when events are held at Bondi Beach.

Installing a pedestrian crossing will significantly improve pedestrian safety at the intersection and construction would be funded from Council's Roads and Maritime Services grant.

The investigation will be undertaken by the Transport and Design Teams in Creating Waverley and can be accommodated within the existing work programme.

## NOTICE OF MOTION CM/8.6/18.08



**Subject:** Inter-War Buildings Heritage Assessment

**TRIM No:** A13/0648

**Submitted by:** Councillor Masselos

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### MOTION:

That Council:

1. Notes the recent heritage assessment report from John Oultram Heritage and Design concerning 27-29 Macpherson Street.
2. Recognises the current heritage audit of buildings throughout the municipality presently being conducted by Council officers.
3. Ensures that this audit considers and identifies Inter-War buildings that should be considered for heritage listing.
4. If this research reveals other Inter-War buildings that should be heritage listed, then Council commences a process to have these identified Inter-War buildings listed.

### Background

The recently tabled heritage assessment report of Inter-War building 29 Macpherson St by John Oultram Heritage and Design reinforced the need for further research if there are any other Inter-War buildings that should be considered for heritage listing as part of the Waverley LEP. The heritage assessment emphasised the importance of Inter War buildings to the historical development of Waverley.

### General Manager's comment

The importance of Inter-War buildings to the historical development to Waverley is noted.

The Waverley Architectural Mapping Project (WAMP) acknowledges Inter-War Architecture through including this as a stand-alone category.

Further Inter-War buildings will be specifically considered as a part of a Schedule 5 (Environmental Heritage) Waverley Local Environmental Plan (LEP) review. This heritage review has commenced with the findings, when completed, proposed to be incorporated as part of the comprehensive review of the Waverley LEP also recently commenced.

It is preferable that research regarding Inter War buildings is undertaken in the context of a comprehensive Heritage Review rather than a stand alone piece of research. Such an approach presents a more holistic assessment and review of both existing and potentially additional listings within the WLEP Heritage Schedule.

## NOTICE OF MOTION CM/8.7/18.08



**Subject:** Public Notice of Planning Agreements

**TRIM No:** A15/0046

**Submitted by:** Councillor Keenan  
Councillor Wy Kanak

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### MOTION:

That all public notices in relation to Planning Agreements contain both the FSR and the actual metres of space that will be provided as part of the planning agreement.

### Background

Council is required to place Planning Agreements on public display and notice of this is most commonly done via local newspapers, Council's website and on site at the various Council offices/Customer Service Office.

Currently the notice only informs the community about the cash contribution and what potentially this cash contribution will go towards such as "*the upgrade of parks, reserves and playgrounds in Bondi Beach*" (82-84 Curlewis St, Bondi Beach).

The notice does not however provide any information in relation the amount of extra floor space that will be granted to the developer as part of the planning agreement. While this information maybe available within the Planning Agreement paperwork on exhibition it is not acceptable that the actual floor space that is being given to the developer is not mentioned in the notice.

As we have seen through the recent Community Strategic Plan consultations, the CSP itself and more recently the SMH article residents are extremely concerned about high rise development and development in general particularly in Bondi Junction.

Therefore residents must be given all of the information in relation to the agreement otherwise the notice is meaningless as it fails to provide a balanced view in relation to planning agreement as the notice appears to suggest that there is no *quid pro quo* for the cash contribution.

### General Manager's comment

The Planning Agreement Notice currently includes the following information:

- DA number
- Contribution amount in dollars
- Public purpose allocated
- Exhibition timeframe
- Where to view the plan (hard copies and electronic) etc

Including the details of the additional floorspace increase proposed in a Planning Agreement Notice as a square metre figure is a simple amendment and can be implemented immediately upon adoption of the Council resolution.

## **NOTICE OF MOTION CM/8.8/18.08**



**Subject:** Creation of Animal Advisory Committee

**TRIM No:** A18/0499

**Submitted by:** Councillor Keenan  
Councillor Copeland

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### **MOTION:**

That Council Officers prepare a report examining the creation of an Animal Advisory Committee and report back to Council by the end of year. The purpose of such a committee would be to serve as an advisory body to Council to assist with the development of policies, programmes, services and plans in relation to both companion and native animals.

### **Background**

Australia has one of the highest rates of pet ownership in the world. About 62% of Australian households own pets. There are an estimated 24 million pets in Australia.

Dogs are the most common pet, with 38% of households owning a dog. There are estimated to be 4.8 million pet dogs in Australia; 20 dogs for every 100 people. Cats are the second most common pet, with 29% of households owning a cat. There are estimated to be 3.9 million pet cats in Australia; 16 cats for every 100 people.

In 2016 the total number of pet birds was approximately 4.2 million and in addition there were about 2.5 million other pets, including companion horses, rabbits, guinea pigs, reptiles and other small mammals. New South Wales and Victoria account for 60% of all pets in Australia.

Companion animals such as dogs and cats are often part of the family. It's important to understand animal needs as well as pet owner responsibilities to the broader community. While Council recognises the importance of responsible pet ownership and does have a number of policies and resources to help educate animal owners Council does not have an Animal Advisory Committee.

[http://kb.rspca.org.au/how-many-pets-are-there-in-australia\\_58.html](http://kb.rspca.org.au/how-many-pets-are-there-in-australia_58.html)

### **General Manager's comment**

Council officers have conducted some initial research amongst neighbouring Councils and found that neither Randwick nor the City of Sydney currently have an Animal Advisory Committee. Woollahra have historically had an Animal Advisory Committee and provided us with the following information:

- The Committee was formed in 1997 to coincide with the introduction of the then new Companion Animals Act 1998, which commenced operations on 1 September 1998.
- The terms of reference note that the Committee was to "serve as an advisory body to Council to assist with the development of policies, programmes, services and plans for companion animals. The AAC shall not operate in a regulatory or authoritative capacity."

- The Committee did not address native animals but focused primarily on companion animals.
- The Committee started out as quarterly and in 2015 the Committee agreed to meet twice annually due to a decline in the number of agenda items.
- The last meeting of the Committee was held in October 2015 and currently Woollahra's Committee is not active due to a lack of nominations from Community representatives.

## **NOTICE OF MOTION CM/8.9/18.08**



**Subject:** Investigate Overnight Parking in Wellington Place Car Park

**TRIM No:** A02/0146

**Submitted by:** Councillor Kay  
Councillor Nemesh

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### **MOTION:**

That Council:

1. Notes the report to Council's Operations Committee on 4 March 2014, and the resolution of the Committee for the matter to be deferred.
2. Officers further investigate the operation of the Wellington Place Car Park, Bondi and its relationship to the adjoining property at 46-48 Ocean Street (north) to determine:
  - (a) Any conditions in the original development consent or elsewhere for overnight parking to not be permitted from 10pm - 8am, and no resident parking being permitted.
  - (b) How overnight parking and/or resident parking could be facilitated in relation to existing conditions of consent, and whether any conditions of consent need to be varied or deleted.
  - (c) Whether extended hours of operation are warranted for the car park, and what may be the up-take of users for overnight parking.
3. Officers prepare a report to Council that includes a strategy to consult with the residents of 46-48 Ocean Street and Housing NSW.

### **Background**

In 2014 a report was submitted to the Operations Committee that detailed that Housing NSW had not enforced the above condition and that tenants of the adjoining property at 46-48 Ocean Street (north) were now requesting parking. The report recommended a survey to ascertain the level of interest in a trial of paid overnight parking.

This report was deferred for Council to determine the terms on which it would canvas interest in overnight parking. This motion has not yet been investigated.

It has come to the attention of Council that residents have been parking vehicles overnight in the car park and using various methods to override the 10pm lock of the entry door from the building to the car park. Council's Parking Patrol subsequently issued warnings to the 10 or so cars that were parked in the car park overnight this month. This has reignited the issue of overnight and resident parking in the public car park.

The motion requests Council to consider options to facilitate overnight parking, and whether this should be charged. If charged, various alternatives could be considered, including rate per hour, or rate per 6 and/or 12 months (if a parking permit option is recommended).

If a condition of consent denying overnight parking does exist, then the report is to consider if there are easier ways to allow overnight parking than varying or deleting the condition, assuming that there is reasonable demand for overnight parking in the car park.

### General Manager's comment

- The site of 46-48 Ocean St is owned by Waverley Council and the DA was submitted in 2002 by the NSW Land and Housing Corp.
- The Social Impact Assessment that was submitted as part of the application stipulated that the basement car park remain as a public car park with no parking for residents provided or permitted. It recommended that –
  - the car park close and lock overnight to prevent anti-social behaviour
  - that a 2 hour parking limit be imposed during the day, enforceable by the Parking Patrol
  - that a condition of tenancy be that residents do not own a vehicle
  - that guests of residents use the public car park and on street parking in line with posted parking restrictions
- The Conditions of Consent for DA-855/2002 state that –
  - *A form of agreement shall be developed in consultation with Council that all future residents should provide written confirmation that they do not own a car and that they understand they would not be eligible for resident parking stickers.*
- In 2013 Council received a petition from residents requesting that overnight parking be permitted in the car park for residents of 46-48 Ocean St.
- In 2014 a report was submitted to the Operations Committee stating that Housing NSW had not enforced the above condition and that tenants were now requesting parking. The report recommended a survey to ascertain the level of interest in a trial of paid overnight parking.
- This report was deferred for Council to determine the terms on which it would canvas interest in overnight parking. This motion appears not to have been investigated due to the organisational restructure and loss of corporate knowledge. Staff agree that this matter should be investigated now and a further report will come to Council.

## **NOTICE OF MOTION CM/8.10/18.08**



**Subject:** Completion of Coastal Walk

**TRIM No:** A03/1331-05

**Submitted by:** Councillor Lewis  
Councillor Wakefield

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### **MOTION:**

That Council investigates and reports back on options to provide coastal and near coastal walking routes linking Raleigh Park, Dover Heights to Ben Buckler, Bondi Beach. The report is to consider a route incorporating Hugh Bamford Reserve and Williams Park and identify possible solutions to ensure safety of passage through Williams Park which is currently used as a golf course. The report is to also identify the significant cultural, physical and natural locations along the possible routes.

### **Background**

The Waverley cliff walk extends from Clarke Reserve, Vaucluse to Raleigh Reserve, Dover Heights which is 3km.

The Waverley cliff walk is part of the Federation Cliff Walk from Watsons Bay to Dover Heights (5km).

The coastal walk from Bondi to Bronte (Ben Buckler to Ben Buckler to Waverley Cemetery section) which is approximately 4 km. The walk extends to Coogee.

Council promotes the Federation Cliff Walk/Waverley Cliff Walk and the Bondi Bronte walk.

However the section from Raleigh Reserve to Bondi – the missing link - is left to walkers to work out primarily along streets and is not well signposted (if at all).

Council has the opportunity to fill in the missing link. This would involve a combination of additional coastal paths (where the built up environment allows) and well signposted street walks. The opportunity also allows for a short path and a longer path from Raleigh Reserve to Bondi Beach. Council has the opportunity to fill in the missing link. This would involve a combination of additional coastal paths (where the built up environment allows) and well signposted street walks. The opportunity also allows for a short path and a longer path from Raleigh Reserve to Bondi Beach.

### **General Manager's comment**

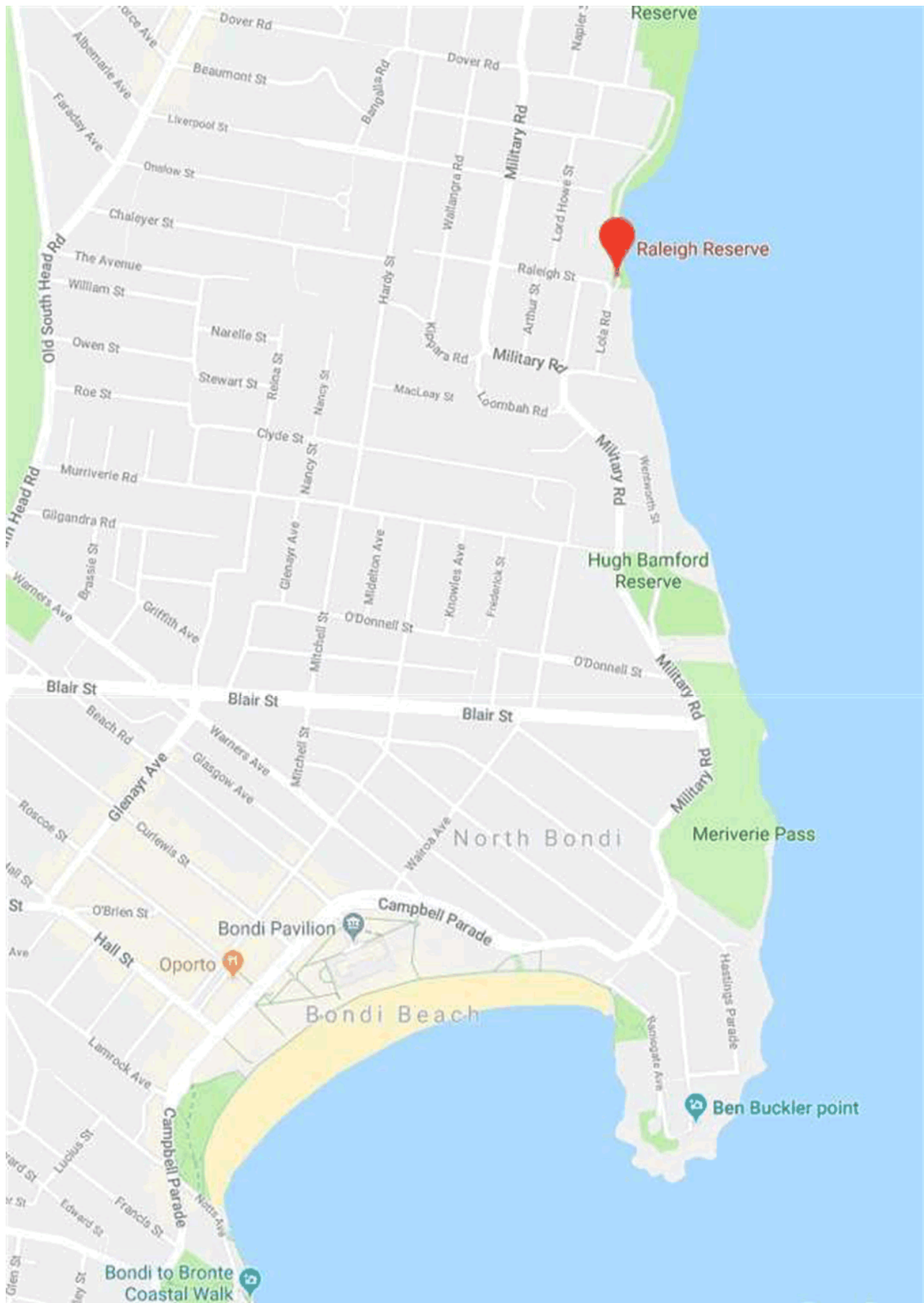
Council Officers support the establishment of a continuous coastal walk connection throughout the local government area. Ideally, this would be achieved through a combination of wayfinding signage through residential streets, connections through coastal reserves, and possible built structures on the cliff line to allow connectivity. To assess the preferred option and determine approximate cost, it is recommended that Council undertake a Cliff Top Coastal Walk feasibility study. This would cost approximately \$50,000 and the budget allocated as a Q1 amendment to the current Capital Works program 2018-19. The results of which would also inform the Hugh Bamford and Williams Park POM currently underway.

Based on current resources, this study would be undertaken in the first half of 2019. The results of which could inform the final drafting of the POM.

**Attachments**

1. Coastal Walks Map 2010 [↓](#)
2. Raleigh Reserve to Ben Buckler - Google Maps [↓](#)
3. Coastal Walk - Photograph [↓](#)







## NOTICE OF MOTION CM/8.11/18.08



**Subject:** Bondi Beach Resident Parking Scheme Area 8

**TRIM No:** A03/2581

**Submitted by:** Councillor Wakefield

### MOTION:

That Council officer's report on the current parking arrangements in Bondi Beach Resident Parking Scheme Area 8 in regard to subsidiary permits, such as the Short Term Visitors Parking Permit, for Council's consideration.

### Background

Area 8 of Bondi Beach is the residential area bounded by Francis to Hastings, Glenayr to Campbell Pde. Area 8 residents are not allowed access to visitor's permits and other subsidiary parking permits. This is the only zone in Waverley where these conditions are imposed. This motion would have the matter come in front of Councillors for deliberation.

### General Manager's comment

Council has a range of parking permits available across all RPS areas including Residential, Carers, Tradersperson and Annual and Short-Term Visitor Permits. The only permits on which availability is dependent on the RPS area are Daily Visitor Permits.

Daily Visitor Permits were originally introduced for Bronte residents and were available for purchase from the parking booth at Bronte Cutting.

The 2012/13 Parking Review recommended the roll-out of Daily Visitor Parking Permits to all RPS areas within Waverley, once a number of changes had been made to the RPS areas including:

- The re-zoning of RPS areas into larger zones to help reduce the 'creeping' effect into neighbouring streets
- The introduction of a 'floating boundary' to allow resident parking permit holders living on the boundary to park in two RPS areas

The RPS Rezoning was completed in 2016, allowing the introduction of Daily Visitor Permits across the LGA.

Daily Visitors Permits are issued in books of 10 and valid for 12 months. The number of permits available to each household is based on the capacity of the individual resident parking area (permits issued vs parking spaces available).

Capacity of RPS Area %	Eligible for # daily visitor permit books/ year
80% or less	3
81-90%	2
91-100%	1
Over 100%	Not eligible

The current allocation of Daily Visitor Permits is available on Council's website and is provided below.

Area No	DVP - Books of 10
4	2
6	3
8	0
10	2
11	3
12	3
21	3
22	2
25	3
26	3
42	3
43	3

## NOTICE OF MOTION CM/8.12/18.08



**Subject:** Proposed RMS extended clearway along Old South Head Road

**TRIM No:** A03/0526

**Submitted by:** Councillor Kay  
Councillor Nemesh

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### MOTION:

That Council:

1. Notes the unanimous Council decision to not support the RMS proposal for an extended Clearway on Old South Head Road, between Flood Street and Victoria Road, and the RMS proposal to convert the 'left turn only buses excepted' lane in Old South Road at Flood Street into a shared left turn / straight through lane.
2. Notes community dissatisfaction with the RMS relocation of the bus stop on Old South Head Road from the approach to the departure side of Flood Street as per representations to councillors and the Member for Vacluse, and the undue impacts that have resulted.
3. Employs the services of a specialised traffic consultant to review the RMS data for the proposed extended Clearway along Old South Head Road, between Curlewis Street and Syd Einfeld Drive, and report on the impact of the following intersections and pinch points on Old South Head Road travel times:
  - (a) Old South Head Road/Bondi Road/ Oxford Street/ Syd Einfeld Drive, and
  - (b) Old South Head Road/Curlewis Street/O'Sullivan Road/Birriga Road.
  - (c) The right turn from Old South Head Road into Victoria Road after 10am weekdays, and the benefit of introducing a green right turn arrow.
  - (d) The current 'left turn only, buses excepted' nearside lane at the Flood Street traffic lights that immediately follows the bus lane from Penkivil Street, and if there is any benefit to the RMS proposal to convert this nearside lane to a shared left turn / straight through movement.
4. Undertakes the traffic review expeditiously so that outcomes and recommendations may be submitted to the RMS for inclusion in their considerations.
5. Notes funding confirmation will be provided during Council's Quarter 1 financial review.

### Background

Council does not have the expertise to interrogate the RMS data for the proposed Old South Head Road Clearway between Curlewis Street and Syd Einfeld Drive. This is a very specialised field and Council would need to retain the services of a contractor with these skills.

It would involve reviewing RMS data and other data relating to intersections, especially the traffic signals at the intersection of Old South Head Road/Bondi Road/ Oxford Street/Syd Einfeld Drive. This intersection

controls the time traffic takes to travel inbound and not the proposed Clearway along Old South Head Road. There is no reason to get traffic to travel faster along Old South Head Road if they are then delayed at this intersection.

Similarly, the intersection of Old South Head Road/Curlewis Street/O'Sullivan Road/Birriga Road, the bus lane between Penkivil Street and Flood Street, and the right turn from Old South Head Road into Victoria Road after 10am weekdays control the time traffic takes to travel inbound along Old South Head Road, and not the proposed Clearway.

The proposed clearway aims to improve travel times for all vehicles, especially buses. However, the motion notes that disadvantages were caused by relocation of the bus stop on Old South Head Road from the approach to the departure side of Flood Street. Impacts include:

- Increased travel times for buses due to the greater difficulty for them to merge into the offside lane when on-street parking is allowed on Old South Head Road between Flood Lane and Victoria Road.
- Greater difficulty for the elderly and mobility impaired who live to the east of Flood Street to access the new bus stop as it is further away and up hill from the old bus stop.
- Buses can now obstruct the intersection for left turn and right turn traffic from Old South Head Road into Flood Street when more than one bus wants to access the bus stop at the same time, especially during peak times. This will be exacerbated when bendy buses are introduced on the 379 route in morning peak times.
- Loss of 2-3 parking spaces at the new bus stop location.
- Potential inability of the new bus zone to have sufficient storage to cope with the longer bendy bus.
- Reducing the benefit of a bus priority lantern at the traffic lights (which I proposed during last year's consultation) to allow buses to easily merge into the offside lane, especially at peak times.

This review will provide Council and the community with the clarity and confidence that the proposed RMS extended clearway in its entirety is warranted, or is not.

If it is concluded that the full clearway proposition is not warranted at this time, there are other options that can be implemented to improve travel times for all vehicles, especially buses, including:

- Converting the existing 'No Stopping' zones to clearways to allow illegally parked vehicles to be towed.
- Extending the weekday clearway restrictions to 3-7pm, by including the 3-4pm period, to align with current RMS clearway standards and incorporate school traffic.
- Adding a short green light arrow phase for the traffic turning right from Old South Head Rd into Victoria Road after 10am weekdays.
- Installing bus priority lanterns at traffic lights to provide buses with an early start and greater opportunity to merge into the offside lane, where required.

### **General Manager's comment**

Old South Head Road is a State Road under the control of Roads and Maritime Services (RMS). RMS propose to install new and extended Clearways on both sides of Old South Head Road between Curlewis Street and Syd Einfeld Drive. The proposed Clearways will operate from 6am to 7pm Monday to Friday and 9am to 6pm Saturday, Sunday and Public Holidays.

The decision to install and/or extend a Clearway along Old South Head Road rests totally with RMS.

RMS is undertaking consultation on their proposal to help inform their decision and have supplied minimal data in support of the proposal. The Notice of Motion (NOM) proposes the retaining of a specialist traffic consultant to review the RMS data and justification for the proposed Clearways.

The cost to retain a consultant will depend on the level of data made available by RMS to undertake the review. Therefore the costs will vary between \$20,000 and \$70,000. Funding will need to be provided and the NOM notes funding confirmation during Council's Quarter 1 financial review. The Transport Team in Creating Waverley will supervise and assist the consultant.

## NOTICE OF MOTION CM/8.13/18.08



**Subject:** Street Libraries and Book Sharing Initiatives

**TRIM No:** A18/0503

**Submitted by:** Councillor Goltsman  
Councillor Kay

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### MOTION:

That Council:

1. Allows Gertrude and Alice Café and Book Store, and any other business in Waverley, to give away books on condition that the placement of the books on the pavement does not create a safety hazard for pedestrians and that the containers of books are brought into the store overnight.
2. Continues to promote the establishment of community based 'Street Libraries' aimed at encouraging more local participation of free book sharing services.

### Background

Waverley has always promoted the benefit of the Waverley Library, and reading for both children and adults.

Council has introduced quite a few Street Libraries throughout the municipality, and currently there are some street libraries currently available at the corner of Hastings Parade and Campbell Parade, in Newland Street and in our Popup seating in Spring and Oxford Streets. We also encourage other organisations to have small street Libraries outside their premises. Today these have proven to be successful and have not warranted any complaints or costs to Council.

People can simply reach in and borrow books. They can return them or put some of their own books in the Library. The books are free and offer a wide range of other benefits to the community including encouraging books to be recycled and shared, improving opportunities for community members to meet, connect and socialise, and provide access to literature as well as enlivening and activating public spaces.

One such local business who supports this initiative is the Gertrude & Alice Cafe Book store who for the past 17 years has been one of the pioneers of facilitating this type of 'Free Book Exchange' for members of the Bondi community, also creating a valuable recycling system and reducing what otherwise would end up in landfill.

Surprisingly, rather than encouraging community enriching activities, council officers have now advised Gertrude and Alice that they "may not" give away free books any longer. They have been advised that they could be fined if they persist. So, it appears that Council is allowed to give away books through its street Libraries but a Book Store may not. Of course, if Council persists in its view, many books will now be sent to landfill, rather than being enjoyed throughout the municipality.

**General Manager's comment**

Council officers strongly support the reuse and giving away of books in line with Council's historic approach. However, Council also has a requirement on it to ensure public safety and to respond to public complaints.

Complaints received by Council:

- In recent months Council has received two complaints from residents expressing safety concerns about the placement of books in front of the Gertrude and Alice Café and Bookstore:
  - (a) February 2018 - resident reported they had approached the owner of Gertrude & Alice Cafe with safety concerns about the way that books were displayed in a heavy wooden box full of books was balanced on a wooden stool outside the café and was now requesting Council to investigate.
  - (b) April 2018 - second complaint about the 'dangerous' display of books outside the café. Additionally the resident complained that the crates of books displayed along the road edge of Hall Street presented a danger as reversing vehicles would not see the people bending over to look at them. The complaint also specifically mentioned the lack of pedestrian access and flow.
- It is the responsibility of Council Rangers to investigate customer reports of safety issues and other compliance matters including the blocking of pedestrian access by items on the public footpath and on both occasions the rangers investigated the complaints and advised the Café that it did not have current approval to place goods on the footpath.

Existing Process:

- Council's existing process is that all businesses in Waverley are required to have a current approved Footpath Seating license in order to place furniture on the footpath. A sturdy moveable bookcase or storage container could be included in any new Application for Footpath Seating, however a risk assessment may be required.
- Alternatively an Activity Application could be submitted for the placement of sturdy movable storage for books in front of the shop. The assessment of the application will take into consideration whether the display will provide positive benefits and will not obstruct the free flow of pedestrians.

Current Actions/Next Steps:

- Council officers are currently working with the owner of Gertrude and Alice Café and Bookstore to find a constructive solution to this matter.
- It is noted that:
  - (a) A new Little Library is scheduled for installation in the nature reserve at the corner of Hall St and Consett Avenue at the end of August.
  - (b) The Bondi Pop Up Parklet is scheduled to relocate to the South East side of Hall St in mid-September and this parklet contains a Little Library.
- Council officers understand that Gertrude & Alice are often left with unsolicited donated books outside of the cafe. Until a more permanent solution is implemented, Council staff are happy to retrieve donations to be dealt with by the Waverley Library.

Council also needs to ensure its resolutions are consistent with existing regulations and policies that have legal effect. It is suggested modification of the first sentence for the motion be undertaken as follows:

“Allows businesses and community organisations in Waverley, to give away books on condition that the placement of the books on the pavement does not create a safety hazard for pedestrians or unduly impede pedestrian flow and legitimate footpath use, complies with relevant regulations and that the containers of books are brought into the store overnight”.

**URGENT BUSINESS**  
**CM/9/18.08****Subject:** Urgent Business**Author:** Ross McLeod, 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 that requires immediate action or attention, and 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/10/18.08****Subject:** Moving into Closed Session**Author:** Ross McLeod, General Manager**WAVERLEY**  
COUNCIL

There are no confidential reports for consideration.

**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 (other than councillors).
- (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.