



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:

**7.00 PM, TUESDAY 15 FEBRUARY 2022**

A handwritten signature in black ink, appearing to read 'Emily Scott'.

Emily Scott  
**General Manager**

Waverley Council  
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### **Live Streaming of Meetings**

This meeting is streamed live via the internet and an audio-visual recording of the meeting will be publicly available on Council's website.

By attending this meeting, you consent to your image and/or voice being live streamed and publicly available.



## 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.*

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**9. Questions with Notice**

There are no questions with notice.

**10. Urgent Business..... 412****11. Closed Session ..... 413**

The following matter is proposed to be dealt with in closed session and has been distributed to Councillors separately with the agenda:

CM/11.1/22.02 CONFIDENTIAL REPORT - Commercial Waste - Fees and Charges 2022-23

**12. Resuming in Open Session ..... 415****13. Meeting Closure**

## **OBITUARIES CM/3/22.02**

**Subject:** Obituaries  
**Author:** Emily Scott, General Manager



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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.*

## CONFIRMATION AND ADOPTION OF MINUTES CM/5.1/22.02



**Subject:** Confirmation of Minutes - Council Meeting - 23 November 2021

**TRIM No:** SF21/279

**Author:** Richard Coelho, Executive Manager, Governance and Risk

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### RECOMMENDATION:

That the minutes of the Council meeting held on 23 November 2021 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 Council meetings must be confirmed at a subsequent meeting of Council, in accordance with section 375 of the *Local Government Act 1993*.

### Attachments

1. Council Meeting Minutes - 23 November 2021 .



**MINUTES OF THE WAVERLEY COUNCIL MEETING  
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON  
TUESDAY, 23 NOVEMBER 2021**

**Present:**

Councillor Paula Masselos (Mayor) (Chair)	Lawson Ward
Councillor Elaine Keenan (Deputy Mayor)	Lawson 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 Steven Lewis	Hunter Ward
Councillor Will Nemesh	Hunter Ward
Councillor John Wakefield	Bondi Ward
Councillor Dominic Wy Kanak	Bondi Ward

**Staff in attendance:**

Emily Scott	General Manager
Sharon Cassidy	Acting Director, Community, Assets and Operations
Rachel Hensman	Acting Director, Customer Service and Organisation Improvement
Evan Hutchings	Director, Finance and Governance
Mitchell Reid	Acting Director, Planning, Environment and Regulatory

*At the commencement of proceedings at 7.02 pm, those present were as listed above, with the exception of Cr Wakefield who arrived at 7.05 pm during obituaries, Cr Keenan who arrived at 7.08 pm during obituaries and Cr Nemesh who arrived at 7.57 pm during items by exception.*

**Acknowledgement of Cr Wakefield's service to Council**

*Cr Wakefield is not seeking re-election at the local government elections. Before the meeting closed, the Mayor acknowledged Cr Wakefield's service to Council and the Waverley community as a councillor since 2004 and as mayor from 2011–2012 and 2017–2019. Cr Wakefield outlined his achievements and thanked fellow Councillors, former Councillors and staff.*

**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**

There were no apologies.

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

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

- 2.1 Cr Wy Kanak declared a less than significant non-pecuniary interest in item CM/5.2/21.11 – Adoption of Minutes – Waverley Traffic Committee Meeting – 28 October 2021 and informed the meeting that he leases property in Park Parade.
- 2.2 Cr Kay declared a less than significant non-pecuniary interest in item CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme and informed the meeting that he lives in an adjacent street.

**3. Obituaries**

Chrissy Sharp

Uncle Lanz Priestley

Vito Magistrale

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

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

- 4.1 D Robinson (on behalf of Bondi Precinct) – CM/9.2/21.11 – Barracluff Avenue, Bondi Beach – Traffic Calming and Traffic Counts.

- 4.2 D Robinson (on behalf of Bondi Precinct) – CM/9.3/21.11 – Rickard Avenue, Bondi Beach – Reopening.
- 4.3 K Miller and C Vaughan – CM/7.7/21.11 – Petition – Skatepark Facilities.
- 4.4 A Kelly – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.5 I Robinson – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.6 M Purcell – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.7 A Quayle – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.8 V Mackinlay – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.9 J Emsalem – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.10 P Keneally (chief petitioner) – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.11 J Cleland – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.12 M Ninio – CM/7.8/21.11 – Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- 4.13 E Constantinou (President, Bondi and Districts Chamber of Commerce) – CM/7.9/21.11 – Temporary Outdoor Dining.

#### ITEMS BY EXCEPTION

#### MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Lewis

That the recommendations for the following items be adopted as recommended in the business paper:

- CM/5.1/21.11 Confirmation of Minutes – Council Meeting – 26 October 2021.
- CM/7.1/21.11 Audited Financial Statements 2020-21.
- CM/7.2/21.11 Annual Report 2020-21, End of Term Report 2021 and State of the Environment Report 2021.
- CM/7.3/21.11 Investment Portfolio Report – October 2021.
- CM/7.5/21.11 Annual Code of Conduct Complaints Statistics.
- CM/7.6/21.11 Audit, Risk and Improvement Committee Meeting – 29 July 2021 – Minutes.
- CM/7.7/21.11 Petition – Skatepark Facilities.
- CM/7.8/21.11 Petition – Glenayr Avenue, North Bondi – Resident Parking Scheme.
- CM/7.10/21.11 Service NSW Partnership Agreement.



CM/7.11/21.11 Belgrave Street Reserve Concept Design – Exhibition.

CM/8.3/21.11 Customer Service Centre – Extended Opening.

## 5. Confirmation and Adoption of Minutes

### CM/5.1/21.11 Confirmation of Minutes - Council Meeting - 26 October 2021 (SF21/279)

#### MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Lewis

That the minutes of the Council Meeting held on 26 October 2021 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

### CM/5.2/21.11 Adoption of Minutes - Waverley Traffic Committee Meeting - 28 October 2021 (SF21/282)

*Cr Wy Kanak declared a less than significant non-pecuniary interest in this item and informed the meeting that he leases property in Park Parade.*

#### MOTION / DECISION

Mover: Cr Masselos

Seconder: Cr Kay

That Part 1 of the minutes of the Waverley Traffic Committee Meeting held on 28 October 2021 be received and noted, and that the recommendations contained therein be adopted.

Save and except the following:

1. TC/V.01/21.10 – Blake Street, Dover Heights – Traffic Calming.

And that this item be dealt with separately below.

### CM/5.2.1/21.11 Adoption of Minutes - Waverley Traffic Committee Meeting - 28 October 2021 - TC/V.01/21.10 - Blake Street, Dover Heights - Traffic Calming (A03/0042-04)

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

#### MOTION / DECISION

Mover: Cr Betts

Seconder: Cr Nemesh

That Council adopts the Traffic Committee's recommendation subject to deleting clause 1 such that the recommendation now reads as follows:

That Council:

1. Installs a 10 metre 'BB' line at the intersection of Blake Street and Old South Head Road, as shown in Figure 3 of the report.

2. Delegates authority to the Executive Manager, Infrastructure Services, to modify the designs should on-site circumstances warrant changes.

## 6. Mayoral Minutes

There were no mayoral minutes.

## 7. Reports

### **CM/7.1/21.11 Audited Financial Statements 2020-21 (A21/0024)**

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

Mover: Cr Masselos  
Seconder: Cr Lewis

That Council:

1. In accordance with section 419 of the *Local Government Act 1993*, receives and notes the auditor's report on the 2020–21 Financial Statements (including General and Special Purpose Financial Statements and Special Schedules) included in the attachment to the report.
2. Refers any public submissions on the 2020–21 Financial Statements (including General and Special Purpose Financial Statements and Special Schedules) to the auditor.
3. Notes the presentation to Council of the audited 2020–21 Financial Statements (including General and Special Purpose Financial Statements and Special Schedules) attached to the report.

### **CM/7.2/21.11 Annual Report 2020-21, End of Term Report 2021 and State of the Environment Report 2021 (A21/0032)**

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

Mover: Cr Masselos  
Seconder: Cr Lewis

That Council endorses the Annual Report 2020–21 attached to the report (Attachment 1), including the End of Term Report 2017–21 (Attachment 2) and State of the Environment Report 2021 (Attachment 3), for submission to the Minister of Local Government by 30 November 2021.

### **CM/7.3/21.11 Investment Portfolio Report - October 2021 (A03/2211)**

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

Mover: Cr Masselos  
Seconder: Cr Lewis

That Council:

1. Receives and notes the Investment Summary Report for October 2021 attached to the report.
2. Notes that the Director, Finance and Governance, as the responsible accounting officer, advises that

all investments have been made in accordance with the requirements of section 625 of the *Local Government Act 1993* and directions from the Minister for Local Government, including Ministerial Investment Orders, and Council's Investment Policy.

**CM/7.4/21.11                      Schedule of Meeting Dates for Council and its Standing Committees 2022  
(A04/1869)**

**MOTION / DECISION**

Mover:        Cr Masselos  
Seconder:    Cr Keenan

That Council:

1.    Adopts the Schedule of Meeting Dates for Council and its Standing Committees 2022 attached to the report.
2.    Grants the General Manager the authority to determine the time and date of the extraordinary meeting for the election of the Mayor and Deputy Mayor, with the meeting to be undertaken within 21 days of the declaration of the election results.

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

**CM/7.5/21.11                      Annual Code of Conduct Complaints Statistics    (SF17/2821)**

**MOTION / UNANIMOUS DECISION**

Mover:        Cr Masselos  
Seconder:    Cr Lewis

That Council receives and notes the statistics on code of conduct complaints about Councillors and the General Manager for 2020–21 attached to the report.

**CM/7.6/21.11                      Audit, Risk and Improvement Committee Meeting - 29 July 2021 - Minutes  
(SF21/529)**

**MOTION / UNANIMOUS DECISION**

Mover:        Cr Masselos  
Seconder:    Cr Lewis

That Council notes the minutes of the Audit, Risk and Improvement Committee Meeting held on 29 July 2021 attached to the report.

**CM/7.7/21.11                      Petition - Skatepark Facilities    (A02/0434)**

**MOTION / UNANIMOUS DECISION**

Mover:        Cr Masselos  
Seconder:    Cr Lewis

That Council:

1.    Refers the petition requesting additional skatepark facilities to the Acting Director, Community,

Assets and Operations, for consideration.

2. Officers prepare a report to Council on the outcome of their consideration of the petition.

*K Miller and C Vaughan addressed the meeting.*

**CM/7.8/21.11                      Petition - Glenayr Avenue, North Bondi - Resident Parking Scheme (A02/0750)**

*Cr Kay declared a less than significant non-pecuniary interest in this item and informed the meeting that he lives in an adjacent street.*

**MOTION / UNANIMOUS DECISION**

Mover:        Cr Masselos

Seconder:    Cr Lewis

That Council:

1. Refers the petition requesting a resident parking scheme in Glenayr Avenue, North Bondi, to the Acting Director, Community, Assets and Operations, for consideration.
2. Officers prepare a report to Council on the outcome of their consideration of the petition.

*A Kelly, I Robinson, M Purcell, A Quayle, V Mackinlay, J Emsalem, P Keneally (chief petitioner), J Cleland and M Ninio addressed the meeting.*

**CM/7.9/21.11                      Temporary Outdoor Dining (A21/0513)**

**MOTION**

Mover:        Cr Masselos

Seconder:    Cr Goltsman

That Council:

1. Endorses the temporary outdoor dining initiative as set out in the report as part of the Alfresco Restart Package announced by NSW Government.
2. Charges no fee for applications for temporary outdoor dining permits lodged with Council for the trial period.
3. Charges the normal footpath lease fee that applies under Council's Pricing Policy, Fees and Charges.
4. Notes that the use of the footpath for temporary outdoor dining is exempt under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and there is no notification requirement.
5. Officers prepare a report to Council following the conclusion of the initiative in April 2022.

THE MOVER OF THE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 1.

THE MOTION AS AMENDED WAS THEN PUT AND DECLARED CARRIED.

**DECISION:**

That Council:

1. Endorses the temporary outdoor dining initiative as set out in the report as part of the Alfresco Restart Package announced by NSW Government, with the addition of Spring Street, Bondi Junction, as a preferred location.
2. Charges no fee for applications for temporary outdoor dining permits lodged with Council for the trial period.
3. Charges the normal footpath lease fee that applies under Council's Pricing Policy, Fees and Charges.
4. Notes that the use of the footpath for temporary outdoor dining is exempt under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* and there is no notification requirement.
5. Officers prepare a report to Council following the conclusion of the initiative in April 2022.

**Division**

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

**Against the Motion:** Cr Wy Kanak.

*E Constantinou (President, Bondi and Districts Chamber of Commerce) addressed the meeting.*

**CM/7.10/21.11 Service NSW Partnership Agreement (A19/0616)**

**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

Second: Cr Lewis

That Council:

1. Endorses the updated partnership agreement with Service NSW attached to the report.
2. Authorises the General Manager to sign the updated agreement with Service NSW.

**CM/7.11/21.11 Belgrave Street Reserve Concept Design - Exhibition (A20/0541)**

**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

Second: Cr Lewis

That Council:

1. Notes the community feedback from the initial consultation undertaken in March 2021 to canvas ideas for improvements to Belgrave Street Reserve, as set out in the report.
2. Publicly exhibits the Belgrave Street Reserve concept design attached to the report for a minimum of 28 days.
3. Officers prepare a report to Council following the exhibition period summarising the consultation process and key feedback, and recommending any necessary revisions to the concept design.

**CM/7.12/21.11      Bondi Pavilion - First Floor Bar - Trial (A21/0525)****MOTION**

Mover:      Cr Wakefield  
Seconder:   Cr Lewis

That Council:

1. Endorses a select expression of interest (EOI) process with the three food and beverage operators recently awarded leases at the Bondi Pavilion to provide bar services on the first floor of the Pavilion for a trial period of no more than 18 months, to commence upon the reopening of the building.
2. Officers prepare a report to Council following the EOI process summarising outcomes, which will then be included in the specification of the tender documentation to be put out to open tender at the end of the trial period.
3. Maintains unrestricted public access to the beachfront balcony during the trial and in any subsequent lease or licence issued.
4. Officers prepare a report to Council prior to finalisation of the short-term leasing, detailing the conditions of the intended trial lease.

THE MOVER OF THE MOTION THEN ACCEPTED AMENDMENTS TO CLAUSES 3 AND 4.

THE MOTION AS AMENDED WAS THEN PUT AND DECLARED CARRIED.

**DECISION:**

That Council:

1. Endorses a select expression of interest (EOI) process with the three food and beverage operators recently awarded leases at the Bondi Pavilion to provide bar services on the first floor of the Pavilion for a trial period of no more than 18 months, to commence upon the reopening of the building.
2. Officers prepare a report to Council following the EOI process summarising outcomes, which will then be included in the specification of the tender documentation to be put out to open tender at the end of the trial period.
3. Maintains unrestricted public access to the beachfront balcony during the trial and in any subsequent lease or licence issued, except on limited occasions when a ticketed licensed event takes over the first floor.
4. Officers prepare a report to Council prior to finalisation of the short-term arrangement, detailing the conditions of the intended trial licence.

**CM/7.13/21.11      Waverley Park Cafe - Lease - Post-exhibition (A02/0373)****MOTION / UNANIMOUS DECISION**

Mover:      Cr Masselos  
Seconder:   Cr Keenan

That Council defers consideration of this matter to allow time for officers to seek clarification in relation to the necessary planning approvals, with a report to be brought back to Council early in the new year.

**8. Notices of Motions****CM/8.1/21.11                      Citizenship Ceremonies and Correspondence with Mayor (A16/0020)****MOTION**

Mover:        Cr Betts  
Seconder:    Cr Nemesh

That Council:

1. Requests the Mayor to respond to correspondence dated 13 September 2021 from Mr Dave Sharma MP, Member for Wentworth, relating to his offer of assistance in recommencing citizenship ceremonies.
2. Notes that as at 15 October 2021, no response has been received by Mr Sharma.
3. Reiterates to the Mayor the importance of responding to correspondence as a courtesy to the initial correspondent.
4. Puts in place a process to ensure that correspondence to the Mayor is responded to in a timely manner.

THE MOVER OF THE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 1 AND THE DELETION OF CLAUSE 3 SUCH THAT THE MOTION NOW READS AS FOLLOWS:

That Council:

1. Notes that the Mayor has responded to correspondence dated 13 September 2021 from Mr Dave Sharma MP, Member for Wentworth, relating to his offer of assistance in recommencing citizenship ceremonies.
2. Notes that as at 15 October 2021, no response has been received by Mr Sharma.
3. Puts in place a process to ensure that correspondence to the Mayor is responded to in a timely manner.

**AMENDMENT**

Mover:        Cr Wakefield  
Seconder:    Cr Wy Kanak

That:

1. Clause 2 be deleted.
2. Clause 3 be amended to read as follows:

‘Notes that there is a process in place to ensure that correspondence to the Mayor is responded to in a timely manner.’

THE AMENDMENT WAS PUT AND DECLARED CARRIED.

*Cr Goltsman was not present for the vote on the amendment.*

THE MOVER OF THE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 1 AND THE ADDITION OF A NEW CLAUSE.

THE MOTION AS AMENDED WAS THEN PUT AND DECLARED CARRIED.

**DECISION:**

That Council:

1. Notes that the Mayor responded on 3 November 2021 to correspondence dated 13 September 2021 from Mr Dave Sharma MP, Member for Wentworth, relating to his offer of assistance in recommencing citizenship ceremonies
2. Notes that citizenship ceremonies started on 27 September 2021.
3. Notes that there is a process in place to ensure that correspondence to the Mayor is responded to in a timely manner.

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

**CM/8.2/21.11                      Accessibility in Waverley (A21/0205)**

**MOTION (WITHDRAWN)**

Mover:        Cr Burrill

Seconder:    Cr Kay

That Council officers, as part of the draft Disability Inclusion Action Plan (DIAP) currently on exhibition until 20 December 2021, identify what needs to be done to optimise accessibility and inclusion in order for Waverley to become the most accessible place in NSW, including but not limited to:

1. Conducting access audits of commercial and villages centres to plan and prioritise continuous paths of travel and installation of kerb ramps, accessible toilets, seating, lighting, safe crossings and pick-up/drop-off parking spaces.
2. Prioritising the locations in clause 1 above, including establishing the estimated project costs for any future State and Federal grant funding opportunities.
3. Updating 'Discover Waverley' with the information from the audits to help people plan their journey.
4. Progressively upgrading play spaces as outlined in the Inclusive Play Space Study and Open Space Strategy.
5. Developing an Inclusive Tourism strategy and link information into the NSW Destination website.
6. Establishing a walking and mobility working group to progress pedestrian access under the DIAP and People, Movement and Places Strategy. The working group could have representatives from the Access and Inclusion Panel and Cycling Advisory Committee, and staff from Community Services and Transport Planning.

AT THIS STAGE IN THE PROCEEDINGS, A PROCEDURAL MOTION TO LAY THE ITEM ON THE TABLE, MOVED BY CR WAKEFIELD AND SECONDED BY CR GOLTSMAN, WAS PUT AND DECLARED CARRIED.

LATER IN THE MEETING, A PROCEDURAL MOTION TO TAKE THE ITEM FROM THE TABLE, MOVED BY CR MASSELOS AND SECONDED BY CR GOLTSMAN, WAS PUT AND DECLARED CARRIED.



THE MOVER OF THE MOTION THEN WITHDREW THE MOTION AND MOVED THE FOLLOWING MOTION:

**MOTION**

Mover: Cr Burrill

Seconder: Cr Kay

That Council officers, as part of the draft Disability Inclusion Action Plan (DIAP) currently on exhibition until 20 December 2021, identify what needs to be done to optimise accessibility and inclusion for Waverley to become the most accessible place in NSW, including consideration of the following:

1. Conducting access audits of commercial and villages centres to plan and prioritise continuous paths of travel and installation of kerb ramps, accessible toilets, seating, lighting, safe crossings and pick-up/drop-off parking spaces.
2. Updating 'Discover Waverley' with the information from the audits to help people plan their journey.
3. Progressively upgrading play spaces as outlined in the Inclusive Play Space Study and Open Space Strategy.
4. Developing an Inclusive Tourism strategy and link information into the NSW Destination website.
5. Establishing a walking and mobility working group to progress pedestrian access under the DIAP and People, Movement and Places Strategy. The working group could have representatives from the Access and Inclusion Panel and Cycling Advisory Committee, and staff from Community Services and Transport Planning.

THE MOVER OF THE MOTION THEN ACCEPTED AN AMENDMENT TO CLAUSE 5.

THE MOTION AS AMENDED WAS THEN PUT AND DECLARED CARRIED UNANIMOUSLY.

**UNANIMOUS DECISION:**

That Council officers, as part of the draft Disability Inclusion Action Plan (DIAP) currently on exhibition until 20 December 2021, identify what needs to be done to optimise accessibility and inclusion for Waverley to become the most accessible place in NSW, including consideration of the following:

1. Conducting access audits of commercial and villages centres to plan and prioritise continuous paths of travel and installation of kerb ramps, accessible toilets, seating, lighting, safe crossings and pick-up/drop-off parking spaces.
2. Updating 'Discover Waverley' with the information from the audits to help people plan their journey.
3. Progressively upgrading play spaces as outlined in the Inclusive Play Space Study and Open Space Strategy.
4. Developing an Inclusive Tourism strategy and link information into the NSW Destination website.
5. Establishing a walking and mobility working group to progress pedestrian access under the DIAP and People, Movement and Places Strategy. The working group could have representatives from the Access and Inclusion Advisory Panel and Cycling Advisory Committee, and staff from Community Services and Transport Planning.

**CM/8.3/21.11 Customer Service Centre - Extended Opening (A21/0461)****MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

Seconder: Cr Lewis

That Council:

1. Investigates Saturday morning openings (physical and by phone) for the Customer Service Centre on a six-month trial, with a report including staff costs and a potential communications action plan to come back to Council.
2. Notes that Council is upgrading technology to improve and expedite the customer experience.
3. Notes that Council is currently consulting on the Customer Experience Strategy.

**9. Questions with Notice****CM/9.1/21.11 Waverley Park Playground (A21/0103)****QUESTION**

The following question was submitted by Cr Kay:

Some of the Waverley Park playground is in a state of disrepair. The slide has been closed since 2018, the rocket ship for some 10 years, and play equipment inside the gated area is currently (at the time of writing) broken and fenced off. Families and precincts have been waiting a long time for the district level playground upgrade and have made regular representations to me about its timing. The answers to these questions would provide a level of certainty to the community.

1. Will the playground upgrade (with expanded footprint) require the Waverley Park Plan of Management (PoM) to be endorsed by Council before construction commences? When is the PoM expected to come to Council for adoption?
2. Will the playground upgrade (with expanded footprint) require a development application (DA) to be lodged, assessed and approved before construction can commence?
3. Acknowledging that the playground upgrade may require referral to Crown Lands and to the Heritage Council, amongst others, and may require the PoM and DA to be approved first, can you provide estimated timetables (best case, worst case and most likely case) for the key project steps to complete the playground upgrade construction?

**General Manager's answer**

Construction of the Waverley Park playground upgrade, including an expanded footprint, does not require the Waverley Park Plan of Management (PoM) be endorsed by Council, as the playground upgrade is considered exempt development under the *State Environmental Planning Policy (Infrastructure) 2007*. The Waverley Park PoM is expected to be reported to Council in September 2022 for adoption. There are many project milestones that need to be met to achieve this deadline, most importantly Council and Crown Land approval of the draft PoM.

Playgrounds, including their equipment, soft landing surfaces, fencing and paths, are deemed as exempt development under clause 66(1)(vii) the *State Environmental Planning Policy (Infrastructure) 2007*. As such,

a development application is not required.

A concept plan for the playground will be presented to Council early next year for approval for a final stage of community consultation. Consultation is expected to be held in February and March 2022. Once feedback is received and the plans updated, detailed design and documentation is to take place. Procurement for a contractor is scheduled in June and July to start works on site in September, with construction finishing in December 2022. Any heritage approvals required will need to be determined by June/July 2022.

Waverley Park is identified as a landscape conservation area of local significance. The playground is located within this area. The playground will therefore need to demonstrate that it does not adversely impact the heritage character of the park. To demonstrate this, an impact assessment or heritage management plan may be required. Council is the consent authority that will assess the impact of the playground on the landscape character area.

Waverley Park also contains items of State heritage significance, namely the Sydney Water reservoirs. The curtilage for the reservoirs extends to the toe of the embankment where the playground is located. While the playground is not contained in this area, the embankment slide is currently within this area. In discussion with Sydney Water, Council has been advised that the embankment slide had minimal impact on the reservoir's heritage status; however, a heritage management plan or impact assessment should be prepared and be submitted to the Heritage Council. Further discussion with the Heritage Council needs to take place to agree on the planning pathway for this component on the playground. Most of the playground, however, is not likely to be impacted by the State heritage listing. If the embankment slide proves to be unfavourable, it can be removed from the scope of works.

**Sharon Cassidy**

**Acting Director, Community, Assets and Operations**

**CM/9.2/21.11                      Barracluff Avenue, Bondi Beach - Traffic Calming and Traffic Counts (A20/0334)**

#### **QUESTION**

The following question was submitted by Cr Wy Kanak:

With the one-year pilot of the traffic calming in Barracluff Avenue about to start soon, can Council please outline if it will, and how it will, ensure that traffic counts and traffic volume/speed will be measured in all surrounding streets—that is, Sir Thomas Mitchell Road, O'Brien Street, Wellington Street and Francis Street—both prior to the commencement of the trial and then once calming is in place?

#### **General Manager's answer**

At its meeting on 20 April 2021, Council approved a traffic calming scheme for Barracluff Avenue as a one-year trial and further resolved that 'Officers monitor traffic speeds and movement in Barracluff Avenue post-installation of the traffic calming scheme.'

This trial does not include monitoring of other streets. Council will commission a one-week survey of traffic volumes and speeds in Barracluff Avenue before Christmas. The installation of the devices and changes in parking are expected to occur in early 2022. A second survey of traffic will occur 12 months later.

However, in addition to this, Council will be undertaking a Local Area Traffic Management (LATM) study in the area bounded by Bondi Road, Penkivil Street, Hall Street and Campbell Parade.

Commencement of the LATM study is dependent on the status of COVID-19 lockdowns and people returning to work and normal routines, as we need baseline traffic survey data to undertake the study. This study would include measurement of traffic volumes and speeds in the streets listed in the question with notice.

**Sharon Cassidy**  
**Acting Director, Community, Assets and Operations**

*D Robinson (on behalf of Bondi Precinct) addressed the meeting.*

**CM/9.3/21.11                      Rickard Avenue, Bondi Beach - Reopening (A20/0069)**

**QUESTION**

The following question was submitted by Cr Wy Kanak:

Can Council please outline for the public record what community consultation schedule and Council administrative process would be required to trigger a review and reopening of Rickard Avenue in relation to the Waverley Traffic Committee and associated Council processes?

**General Manager's answer**

The Waverley Traffic Committee and Council approved the permanent closure of Rickard Avenue at Lamrock Avenue. Also, Council has allocated capital funds to construct a permanent closure and beautify the closure.

To review changes to the operation of particular street (closure, one-way, resident parking, etc), Council would require a petition from that street with a majority of residents agreeable to the changes. An investigation and report would then be prepared for consideration of the Traffic Committee and Council. This was the process followed with the closure of Rickard Avenue.

However, if Council wished to proceed with the opening of Rickard Avenue, it would require a resolution of Council. An investigation and report to the Traffic Committee and to Council would then be prepared for consideration, similar to the process when the decision was made to close Rickard Avenue.

**Sharon Cassidy**  
**Acting Director, Community, Assets and Operations**

*D Robinson (on behalf of Bondi Precinct) addressed the meeting.*

**CM/9.4/21.11                      Bondi Pavilion - 'Jedda' Film Poster (A05/0416)**

**QUESTION**

The following question was submitted by Cr Wy Kanak:

Council has recently received an offer from Mr Bill Lambert relating to the film poster painting from the movie *Jedda* previously on display at the Bondi Pavilion Community Cultural Centre. The film poster painting, which features Robert Tudawali's 'Marbuk' character and Aunty Rosalie Kunoth-Monks, is currently in Council storage after having been removed from its inset on the stairs that lead from the

ground foyer up to the Bondi Pavilion Theatre. Can Council please arrange access for Mr Lambert to view the film poster painting?

**General Manager's answer**

Council officers confirm that the *Jedda* posters previously displayed in Bondi Pavilion are being held in Council's storage facility at Bondi Junction. Access to the facility can be arranged with appropriate notice to ensure staff availability and that the facility is accessible to external visitors.

**Rachel Hensman**

**Acting Director, Customer Service and Organisation Improvement**

**10. Urgent Business**

**CM/10.1/21.11          Clifftop Walkway Upgrade - Amendments (DA-378/2021)**

*The Chair ruled that this matter was urgent.*

**MOTION**

Mover:      Cr Lewis  
Seconder:   Cr Keenan

That Council deals with this matter as an item of urgent business.

AT THIS STAGE IN THE PROCEEDINGS, AT 10.00 PM, THE CHAIR ADJOURNED THE MEETING DUE TO DISORDER.

AT 10.05 PM, THE MEETING RESUMED.

THE MOTION WAS THEN PUT AND DECLARED CARRIED.

**DECISION:**

That Council deals with this matter as an item of urgent business.

**MOTION**

Mover:      Cr Lewis  
Seconder:   Cr Betts

That Council:

1. Amends DA-378/2021 in respect of Eastern Reserve as follows:

- (a) Delete the proposed 1.5 metre wide concrete pedestrian path extending from the bottom of Oceanview Avenue into the reserve.
- (b) Delete the timber bench seating with sandstone paving and sandstone block retaining wall at the end of the proposed path from the bottom of Oceanview Avenue.
- (c) Relocate the accessible seating to the eastern end of Oceanview Avenue.
- (d) Maintain the access to Eastern Reserve from George Street while ensuring that the remnant vegetation and nearby Aboriginal archaeological site are protected.

2. Directs officers to amend the proposed vegetation planting identified in DA-378/2021 as follows:
  - (a) The proposed new low vegetation adjoining the clifftop coastal fence be no wider than 1 metre.
  - (b) Remove reference to all tree planting of heath-leaved banksia and scrub she-oak to the northwest of Eastern Reserve and replace with low vegetation.
  - (c) The proposed native vegetation on the western boundary of Eastern Reserve be no wider than 1.5 metres.
3. Informs residents of these modifications.

THE MOVER OF THE MOTION THEN ACCEPTED THE ADDITION OF NEW CLAUSES 4–6.

THE MOTION AS AMENDED WAS THEN PUT AND DECLARED CARRIED.

**DECISION:**

That Council:

1. Amends DA-378/2021 in respect of Eastern Reserve as follows:
  - (a) Delete the proposed 1.5 metre wide concrete pedestrian path extending from the bottom of Oceanview Avenue into the reserve.
  - (b) Delete the timber bench seating with sandstone paving and sandstone block retaining wall at the end of the proposed path from the bottom of Oceanview Avenue.
  - (c) Relocate the accessible seating to the eastern end of Oceanview Avenue.
  - (d) Maintain the access to Eastern Reserve from George Street while ensuring that the remnant vegetation and nearby Aboriginal archaeological site are protected.
2. Directs officers to amend the proposed vegetation planting identified in DA-378/2021 as follows:
  - (a) The proposed new low vegetation adjoining the clifftop coastal fence be no wider than 1 metre.
  - (b) Remove reference to all tree planting of heath-leaved banksia and scrub she-oak to the northwest of Eastern Reserve and replace with low vegetation.
  - (c) The proposed native vegetation on the western boundary of Eastern Reserve be no wider than 1.5 metres.
3. Informs residents of these modifications.
4. Officers consider widening the boardwalk between Kimberley Street and Craig Avenue from 2 metres to 2.5 metres.
5. Officers investigate widening the rest of the boardwalk from 2 metres to 2.5 metres, with a report to come back to Council with cost implications and a funding source.
6. Officers investigate increasing the size of the viewing platform, as provided in the plans, with a report

to come back to Council with cost implications and a funding source.

**Division**

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

**Against the Motion:** Nil.

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

**11. Closed Session**

There were no matters dealt with in closed session.

**12. Meeting Closure**

**THE MEETING CLOSED AT 11.00 PM.**

.....  
**SIGNED AND CONFIRMED**  
**MAYOR**  
**15 FEBRUARY 2022**

## CONFIRMATION AND ADOPTION OF MINUTES CM/5.2/22.02



**Subject:** Confirmation of Minutes - Council (Mayoral Election)  
Meeting - 10 January 2022

**TRIM No:** SF21/6063

**Author:** Richard Coelho, Executive Manager, Governance and Risk

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### RECOMMENDATION:

That the minutes of the Extraordinary Council Meeting (Mayoral Election) held on 10 January 2022 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 Council meetings must be confirmed at a subsequent meeting of Council, in accordance with section 375 of the *Local Government Act 1993*.

### Attachments

1. Council (Mayoral Election) Meeting Minutes - 10 January 2022 .





**MINUTES OF THE EXTRAORDINARY COUNCIL MEETING (MAYORAL ELECTION)  
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON  
MONDAY, 10 JANUARY 2022**

**Present:**

Councillor Paula Masselos (Newly Elected Mayor)	Lawson Ward
Councillor Elaine Keenan (Newly Elected Deputy Mayor)	Lawson Ward
Councillor Sally Betts	Hunter Ward
Councillor Angela Burrill	Lawson Ward
Councillor Ludovico Fabiano	Waverley Ward
Councillor Leon Goltsman	Bondi Ward
Councillor Michelle Gray	Bondi Ward
Councillor Tony Kay	Waverley Ward
Councillor Steven Lewis	Hunter Ward
Councillor Tim Murray	Waverley Ward
Councillor Dominic Wy Kanak	Bondi Ward

**Staff in attendance:**

Emily Scott	General Manager
Sharon Cassidy	Acting Director, Community, Assets and Operations
Meredith Graham	Acting Director, Customer Service and Organisation Improvement
Evan Hutchings	Director, Finance and Governance
Mitchell Reid	Acting Director, Planning, Environment and Regulatory

*The General Manager opened the meeting at 7.02 PM. Those present were as listed above.*

*Following the election of the Mayor, the General Manager relinquished the Chair and Cr Masselos, the newly elected Mayor, assumed the Chair.*

**PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE**

The General Manager read the following Opening Prayer and Acknowledgement of Indigenous Heritage:

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

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

**OATH OR AFFIRMATION OF OFFICE FOR COUNCILLORS**

In accordance with section 233A of the *Local Government Act 1993*, a councillor must take an oath of office or make an affirmation of office in the form prescribed below at or before the first meeting of the council after the councillor is elected.

**Oath**

*I [name of councillor] swear that I will undertake the duties of the office of councillor in the best interests of the people of Waverley and of Waverley Council and that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the Local Government Act 1993 or any other Act to the best of my ability and judgment.*

**Affirmation**

*I [name of councillor] solemnly and sincerely declare and affirm that I will undertake the duties of the office of councillor in the best interests of the people of Waverley and of Waverley Council and that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the Local Government Act 1993 or any other Act to the best of my ability and judgment.*

The following Councillors took the oath or made the affirmation prior to the meeting:

Cr Betts took the oath.

Cr Burrill took the oath.

Cr Fabiano made the affirmation.

Cr Goltsman made the affirmation.

Cr Gray made the affirmation.

Cr Kay made the affirmation.

Cr Keenan made the affirmation.

Cr Lewis made the affirmation.

Cr Masselos made the affirmation.

Cr Murray took the oath.

Cr Nemesh took the oath.

Cr Wy Kanak made the affirmation.

### 1. Apologies/Leaves of Absence

Apologies were received and accepted from Cr Nemesh.

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

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

### 3. Reports

#### ME/3.1/22.01 Election of Mayor and Deputy Mayor by Councillors (SF21/4356)

#### MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Goltsman

That Council:

1. Notes the term of office of the Mayor elected at this meeting is until the next mayoral election on 19 September 2023.
2. Agrees to elect a Deputy Mayor for the term of the Mayor until the next mayoral election on 19 September 2023.
3. Notes the procedure for the election of Mayor and Deputy Mayor by Councillors outlined in this report.
4. Determines the method of voting for the election of Mayor and Deputy Mayor to be the Open voting method.

#### Election of Mayor

The election of the Mayor was conducted by the Returning Officer as follows:

The Returning Officer informed the meeting that two written nominations in the prescribed form had been received and sought any further nominations before closing nominations.

At the close of nominations, the following nominations had been received:

Cr Masselos and Cr Nemesh.

The election of Mayor proceeded by means of open voting and the following votes were recorded:

Cr Masselos

7 votes – Crs Gray, Lewis, Murray, Masselos, Fabiano, Keenan and Wy Kanak.

Cr Nemesh

4 votes – Crs Goltsman, Betts, Burrill and Kay.

Cr Masselos was declared elected as Mayor of Waverley Council until the next mayoral election on 19 September 2023.

**Election of Deputy Mayor**

The election of the Deputy Mayor was conducted by the Returning Officer as follows:

The Returning Officer informed the meeting that two written nominations in the prescribed form had been received and sought any further nominations before closing nominations.

At the close of nominations, the following nominations had been received:

Cr Kay and Cr Keenan.

The election of Deputy Mayor proceeded by means of open voting and the following votes were recorded:

Cr Kay

4 votes – Crs Betts, Goltsman, Burrill and Kay.

Cr Keenan

7 votes – Crs Murray, Masselos, Lewis, Fabiano, Gray, Keenan and Wy Kanak.

Cr Keenan was declared elected as Deputy Mayor of Waverley Council until the next mayoral election on 19 September 2023.

**ME/3.2/22.01 Casual Vacancies (SF21/940)****MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

Seconder: Cr Keenan

That Council:

1. Pursuant to section 291A(1)(b) of the *Local Government Act 1993* (the Act), declares that casual vacancies occurring in the office of a councillor within 18 months after the last ordinary election of councillors for Council on 4 December 2021 are to be filled by a countback of votes cast at that election for the office in accordance with section 291A of the Act.
2. Directs the General Manager to notify the NSW Electoral Commission of Council's decision within seven days of this resolution.

**4. Meeting Closure**

**THE MEETING CLOSED AT 7.25 PM.**

.....  
**SIGNED AND CONFIRMED**  
**MAYOR**  
**15 FEBRUARY 2022**

## CONFIRMATION AND ADOPTION OF MINUTES CM/5.3/22.02



**Subject:** Adoption of Minutes - Waverley Traffic Committee Meeting - 27 January 2022

**TRIM No:** SF21/6066

**Author:** Richard Coelho, Executive Manager, Governance and Risk

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### RECOMMENDATION:

That Part 1 of the minutes of the Waverley Traffic Committee meeting held on 27 January 2022 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 Transport for NSW (TfNSW), 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 - 27 January 2022 .

**MINUTES OF THE WAVERLEY TRAFFIC COMMITTEE  
MEETING HELD BY VIDEO CONFERENCE ON  
THURSDAY, 27 JANUARY 2022**



**Voting Members Present:**

Snr Cst A Birchansky	NSW Police – Eastern Suburbs Police Area Command – Traffic Services
Mr J Phillips-Yelland	Representing Marjorie O'Neill, MP, Member for Coogee
Mr R Sritharan	Transport for NSW – Network and Safety Officer
Ms J Zin	Representing Gabrielle Upton, MP, Member for Vacluse

**Also Present:**

Mr V Lee	Transport for NSW – Network and Safety Services Manager
Mr J Warren-Smith	Office of Marjorie O'Neill, MP, Member for Coogee
Mr D Joannides	Waverley Council – Executive Manager, Infrastructure Services
Mr C Hutcheson	Waverley Council – Service Manager, Traffic and Transport
Mr C Yabuka	Waverley Council – Manager, Strategic Transport
Mr N Zervos	Waverley Council – Manager, Asset Systems and Planning
Mr P Cai	Waverley Council – Traffic Engineer
Ms B Wang	Waverley Council – Professional Engineer, Traffic and Development
Cr L Fabiano	Waverley Council
Cr T Kay	Waverley Council

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*At the commencement of proceedings at 10.01 am, those present were as listed above, with the exception of Mr J Phillips-Yelland who arrived at 10.24 am.*

*In the absence of Council's voting representative, who will be appointed at the Council meeting on 15 February 2022, Mr D Joannides (Executive Manager, Infrastructure Services) chaired the meeting, in accordance with the Traffic Committee Charter.*

**Apologies**

Apologies were received and accepted from Cr P Masselos (Mayor) and Mr P Pearce (representing Marjorie O'Neill, MP, Member for Coogee).

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

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

1. Cr T Kay declared a pecuniary interest in item TC/V.08/22.01 – 107 Ramsgate Avenue, North Bondi – Construction Zone and informed the meeting that his mother-in-law owns property at 101 Ramsgate Avenue, and that he will leave the meeting for the consideration and vote on this item.

**Adoption of Previous Minutes by Council - 28 October 2021**

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 October 2021 were adopted by Council at its meeting on 23 November 2021 with the following change:

1. TC/V.01/21.10 – Blake Street, Dover Heights – Traffic Calming.

Council adopted the recommendation of the Traffic Committee subject to it being amended to read as follows:

That Council:

1. Installs a 10 metre 'BB' line at the intersection of Blake Street and Old South Head Road, as shown in Figure 3 of the report.
2. Delegates authority to the Executive Manager, Infrastructure Services, to modify the designs should on-site circumstances warrant changes.

**ITEMS BY EXCEPTION**

The following items on the agenda were dealt with together and the Council Officer's Proposal for each item was unanimously supported by the Committee:

- |               |   |
|---------------|---|
| TC/C.05/22.01 | 34 Darling Street, Bronte – 'P Disability Only' Zone in Turner Street.      |
| TC/C.06/22.01 | 6 Gordon Place, Bronte – Construction Zone.                                 |
| TC/C.07/22.01 | 106 Hewlett Street, Bronte – Construction Zone.                             |
| TC/V.01/22.01 | Murrivier Road, North Bondi – Bus Zone Modification.                        |
| TC/V.02/22.01 | 1/60 Roscoe Street, Bondi Beach – 'P Disability Only' Zone.                 |
| TC/V.04/22.01 | 2/335 Military Road, Vaucluse – 'P Disability Only' Zone.                   |
| TC/V.05/22.01 | 121 Old South Head Road, Bondi Junction – Construction Zone in Paul Street. |
| TC/V.06/22.01 | 21-25 Ramsgate Avenue, Bondi Beach – Construction Zone.                     |
| TC/V.07/22.01 | 122 Hastings Parade, North Bondi – Construction Zone.                       |
| TC/V.09/22.01 | 9 Military Road, Dover Heights – Construction Zone.                         |

**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 TfNSW. 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.01/22.01        Waverley Bus Depot - Access Improvements (A20/0114)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Supports the closure of the Waverley Bus Depot access to Oxford Street and the signalisation of the York Road/Waverley Bus Depot intersection.
2. Supports 'No Stopping' restrictions on York Road across the Bus Depot intersection and 20 metres on either side in accordance with Transport for NSW (TfNSW) Technical Direction 2002/12c (Stopping and Parking Restrictions at Intersections and Crossings).
3. Extends the 20 metre 'No Stopping' restrictions on the western side of York Road north of the intersection by 30 metres on a six-month trial basis.
4. Requests TfNSW to fund the renewal of the road surface and the installation of compliant street lighting on multi-function poles between the new signals and Oxford Street.
5. Requests TfNSW to investigate options to reduce the length of the 20 metre 'No Stopping' restrictions on the approaches/departures to the York Road/Waverly Bus Depot intersection.

**WTC RECOMMENDATION (MAJORITY SUPPORT):**

That the Council Officer's Proposal be adopted subject to the addition of new clauses 6–9 such that the recommendation now reads as follows:

That Council:

1. Supports the closure of the Waverley Bus Depot access to Oxford Street and the signalisation of the York Road/Waverley Bus Depot intersection.
2. Supports 'No Stopping' restrictions on York Road across the Bus Depot intersection and 20 metres on either side in accordance with Transport for NSW (TfNSW) Technical Direction 2002/12c (Stopping and Parking Restrictions at Intersections and Crossings).
3. Extends the 20 metre 'No Stopping' restrictions on the western side of York Road north of the intersection by 30 metres on a six-month trial basis.
4. Requests TfNSW to fund the renewal of the road surface and the installation of compliant street lighting on multi-function poles between the new signals and Oxford Street.
5. Requests TfNSW to investigate options to reduce the length of the 20 metre 'No Stopping' restrictions on the approaches/departures to the York Road/Waverly Bus Depot intersection.



6. Investigates the existing parking restrictions on both sides of York Road to the north of the York Road bus depot bus access for conversion to unrestricted parking outside peak times, with a report to the Traffic Committee six months after the project's implementation.
7. Requests TfNSW to provide more detailed analysis of the effects on the Oxford Street/York Road and Syd Einfeld Drive/Ocean Street intersections.
8. Requests TfNSW to consult NSW Police and Woollahra Council.
9. Requests TfNSW to consult Mill Hill Bondi Junction Precinct, Queens Park Precinct, Moriah College and local residents prior to commencing the project.

*Voting members present for this item: Representative of the Member for Coogee, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

*The representative of the Member for Coogee voted against the recommendation and requested that it be recorded in the minutes that the Member for Coogee requires Transport for NSW to undertake further community consultation.*

#### **TC/C.02/22.01            O'Dowd Street, Waverley - Vehicle Length Restriction (SF22/91)**

##### **COUNCIL OFFICER'S PROPOSAL:**

That Council seeks authorisation from Transport for NSW to install the following signs at the entrance to O'Dowd Street from Victoria Street, Waverley:

1. 'No Trucks or Buses (symbolic) Vehicles over 7.5 m.'
2. 'Garbage Trucks Excepted.'

##### **WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

That the Council Officer's Proposal be adopted subject to being amended to read as follows:

That Council submits a Traffic Management Plan for approval by Transport for NSW for installation of the following signs at the entrance to O'Dowd Street from Victoria Street, Waverley:

1. 'No Trucks or Buses (symbolic) Vehicles over 7.5 m.'
2. 'Garbage Trucks Excepted.'

*Voting members present for this item: Representative of the Member for Coogee, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/C.03/22.01                Scott Street and Marroo Street Intersection, Bronte - 'No Stopping' Zone (A14/0145)****COUNCIL OFFICER'S PROPOSAL:**

That Council installs a 9 metre 'No Stopping' zone on the southern and northern side of Scott Street, Bronte, at the intersection of Marroo Street.

**WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

That the Council Officer's Proposal be adopted.

*Voting members present for this item: Representative of the Member for Coogee, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/C.04/22.01                Bronte Bowling Club, 16 Wallace Street, Waverley - Loading Zone (A14/0145)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 12 metre 'Loading Zone, 12 pm–4 pm, Tuesday to Friday' on the eastern side of Wallace Street, Waverley, in front of Bronte Bowling Club, as shown in Figure 1 of the report.
2. Delegates authority to the Executive Manager, Infrastructure Services, to adjust the length and duration of the loading 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 and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/C.05/22.01                34 Darling Street, Bronte - 'P Disability Only' Zone in Turner Street (A20/0534)****COUNCIL OFFICER'S PROPOSAL:**

That Council installs a 6 metre 'P Disability Only' parking zone in Turner Street, Bronte, between the driveways at the rear of 32 and 34 Darling Street.

**WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

That the Council Officer's Proposal be adopted.

*Voting members present for this item: NSW Police representative and TfNSW representative.*

*The Waverley Council representative and representative of the Member for Coogee were not present for the vote on this item.*

**TC/C.06/22.01                  6 Gordon Place, Bronte - Construction Zone (A03/2514-04)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 11.5 metre 'No Parking 9 am–2.30 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone in front of 6 Gordon Place, Bronte.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust 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: NSW Police representative and TfNSW representative.*

*The Waverley Council representative and representative of the Member for Coogee were not present for the vote on this item.*

**TC/C.07/22.01                  106 Hewlett Street, Bronte - Construction Zone (SF22/199)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 9 metre 'No Parking 7 am–5 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone in front of 102 Hewlett Street, Bronte.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust 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: NSW Police representative and TfNSW representative.*

*The Waverley Council representative and representative of the Member for Coogee were not present for the*

*vote on this item.*

**TC/V        STATE ELECTORATE OF VAUCLUSE**

**TC/V.01/22.01        Murriverie Road, North Bondi - Bus Zone Modification (A20/0076)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council reduces the length of the bus zone outside 38, 40 and 42 Murriverie Road, North Bondi, from 30 metres to 20 metres.

**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 and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.02/22.01        1/60 Roscoe Street, Bondi Beach - 'P Disability Only' Zone (SF21/5406)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council installs a 5.4 metre 'P Disability Only' parking zone in front of 60 Roscoe Street, Bondi Beach.

**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 and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.03/22.01        8/133 Hastings Parade, North Bondi - 'P Disability Only' Zone (SF21/5408)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council lengthens the 'P Disability Only' parking zone in front of 129 Hastings Parade, North Bondi, towards the south-east by 5.2 metres from 6.8 metres to 12 metres to accommodate 2 cars.

**WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

That the Council Officer's Proposal be adopted subject to being amended to read as follows:

That Council lengthens the 'P Disability Only' parking zone in front of 129 Hastings Parade, North Bondi, towards the south-east by 5.2 metres from 6.8 metres to 12 metres to accommodate 2 cars, and marks the

two bays.

*Voting members present for this item: Representative of the Member for Vacluse, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.04/22.01            2/335 Military Road, Vacluse - 'P Disability Only' Zone (SF22/65)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council installs a 5.4 m 'P Disability Only' parking zone in front of 337 Military Road, Vacluse, adjacent to the west end of the existing 'No Stopping' zone in Military Road.

**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 and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.05/22.01            121 Old South Head Road, Bondi Junction - Construction Zone in Paul Street (A03/2514-04)**

**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 10 metre 'No Parking 7 am–5 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone in Paul Street adjacent to 121 Old South Head Road, Bondi Junction.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust the length and duration of, or remove, the construction zone, as necessary.

**WTC RECOMMENDATION (UNANIMOUS SUPPORT):**

That the Council Officer's Proposal be adopted.

*Voting members present for this item: Representative of the Member for Vacluse, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.06/22.01            21-25 Ramsgate Avenue, Bondi Beach - Construction Zone (A03/2514-04)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 16.5 metre 'No Parking 7 am–5 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone on the northern side of 21–25 Ramsgate Avenue, Bondi Beach.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust 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 Vaucluse, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.07/22.01            122 Hastings Parade, North Bondi - Construction Zone (A03/2514-04)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 13.3 metre 'No Parking 7 am–5 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone in front of 122 Hastings Parade, North Bondi.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust 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 Vaucluse, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.08/22.01            107 Ramsgate Avenue, North Bondi - Construction Zone (A03/2514-04)**

*Cr T Kay declared a pecuniary interest in this item and informed the meeting that his mother-in-law owns property at 101 Ramsgate Avenue. Cr T Kay was not present at, or in sight of, the meeting for the consideration and vote on this item.*

**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 16 metre 'No Parking 7 am–5 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone in front of 101 Ramsgate Avenue, North Bondi.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust 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 Vaucluse, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/V.09/22.01            9 Military Road, Dover Heights - Construction Zone (A03/2514-04)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 9 metre 'No Parking 7 am–5 pm Mon–Fri, 8 am–3 pm Sat, Council Authorised Vehicles Excepted' construction zone along the western side of 9 Military Road, Dover Heights.
2. Requires the applicant to notify residents in the vicinity of the construction zone prior to it being installed.
3. Delegates authority to the Executive Manager, Infrastructure Services, to adjust 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 Vaucluse, NSW Police representative and TfNSW representative.*

*The Waverley Council representative was not present for the vote on this item.*

**TC/CV      ELECTORATES OF COOGEE AND VAUCLUSE**

Nil.

**THE MEETING CLOSED AT 11.08 AM.**

.....  
**SIGNED AND CONFIRMED**  
**MAYOR**  
**15 FEBRUARY 2022**

:



## MAYORAL MINUTES CM/6/22.02

**Subject:** Mayoral Minutes

**Author:** Mayor of Waverley, Cr Paula Masselos



Mayoral minutes are permissible at Waverley Council meetings under the Waverley Code of Meeting Practice. Clauses 9.7–9.11 of the Code state:

*Subject to clause 9.10, if the mayor is the chair at a meeting of the council, the mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that is within the jurisdiction of the council, or of which the council has official knowledge.*

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

*A recommendation made in a mayoral minute put by the mayor is, so far as it is adopted by the council, a resolution of the council.*

*A mayoral minute must not be used to put without notice matters that are routine and not urgent, or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the council before the next scheduled ordinary meeting of the council.*

*Where a mayoral minute makes a recommendation which, if adopted, would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan, it must identify the source of funding for the expenditure that is the subject of the recommendation. If the mayoral minute does not identify a funding source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the recommendation if adopted.*

**REPORT**  
**CM/7.1/22.02**

**Subject:** Appointment of Councillors to Committees

**TRIM No:** SF22/1

**Author:** Al Johnston, Governance Officer

**Director:** Richard Sheridan, Interim Director, Finance and Governance

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**RECOMMENDATION:**

That Council:

1. Appoints Councillors to the committees listed in section 4 of the report until the next mayoral election on 19 September 2023.
2. Appoints delegates to the various organisations listed in section 4 of the report until the next mayoral election on 19 September 2023.

**1. Executive Summary**

A list of committees and organisations requiring Councillor appointments, and their most recent membership, is included in section 4 of this report.

It is recommended that Council appoints councillors to these positions for a period to expire at the next mayoral election on 19 September 2023.

**2. Introduction/Background**

The appointments to committees normally occur in September each year to coincide with the terms of the Council, the mayor and deputy mayor. However, due to the delayed Local Government election, it is proposed that the appointments match the mayoral and deputy mayoral terms and expire on 19 September 2023.

Delegates to various organisations will also be appointed until 19 September 2023.

A list of committees and organisations requiring Councillor appointments, and their most recent membership, is included in section 4 of this report.

**3. Relevant Council Resolutions**

Nil.

**4. Discussion**

The Mayor automatically chairs the committees established by Council under section 355 of the *Local Government Act* (Council's Standing Committees) unless she or he declines to do so. If the Mayor declines, Council should appoint the chair of the Standing Committee. If Council does not appoint the chair, the Standing Committee may appoint its own chair; see cl 20.11 of Council's Code of Meeting Practice.

The requirements for the appointment of councillors to Council's advisory and other committees are set out in each committee's charter or terms of reference. Unless specified otherwise, the Mayor, or the Mayor's nominee, chairs the advisory and other committees.

The committees and organisations requiring Councillor appointments and their previous membership are listed below:

#### **STANDING COMMITTEES**

<b>Committee name:</b>	<b><u>Operations and Community Services Committee</u></b>
<b>No. of Councillors to be appointed:</b>	All Councillors are members of this committee.
<b>Chair of Committee:</b>	The Mayor unless s/he declines in which case Council will appoint the Chair.
<b>Most recent membership:</b>	Crs Copeland (Chair), Wakefield (Deputy Chair) and all other Councillors.

<b>Committee name:</b>	<b><u>Strategic Planning and Development Committee</u></b>
<b>No. of Councillors to be appointed:</b>	All Councillors are members of this committee.
<b>Chair of Committee:</b>	The Mayor unless s/he declines in which case Council will appoint the Chair.
<b>Most recent membership:</b>	Crs Lewis (Chair), Wy Kanak (Deputy Chair) and all other Councillors.

#### **TECHNICAL COMMITTEES**

<b>Committee name:</b>	<b><u>Traffic Committee</u></b>
<b>No. of Councillors to be appointed:</b>	Council must appoint one voting representative to the Committee. Council's voting representative may be the Mayor, a Councillor or an employee of Council. Council must also appoint an alternate.
<b>Chair of Committee:</b>	The Chair of the Committee is Council's voting representative.
<b>Most recent membership:</b>	Cr Masselos (Chair), Alternate: Cr Kay.

**ADVISORY AND OTHER COMMITTEES**

<b>Committee name:</b>	<b><u>Access and Inclusion Advisory Panel</u></b>
<b>No. of Councillors to be appointed:</b>	Mayor and three councillors.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Keenan (Chair), Kay, Masselos and Wy Kanak.
<b>Committee name:</b>	<b><u>Arts and Culture Advisory Committee</u></b>
<b>No. of Councillors to be appointed:</b>	The Mayor and up to three councillors.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Masselos (Chair), Kay and Keenan.
<b>Committee name:</b>	<b><u>Audit, Risk and Improvement Committee</u></b>
<b>No. of Councillors to be appointed:</b>	One and an alternate. The Mayor cannot be a member of this Committee.
<b>Chair of Committee:</b>	An Independent Member (non-Councillor).
<b>Most recent membership:</b>	Cr Copeland (Alternate: Cr Wakefield).
<b>Committee name:</b>	<b><u>Cycling Advisory Committee</u></b>
<b>No. of Councillors to be appointed:</b>	Mayor (or Mayor's nominee) and two Councillors.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Lewis (Mayor's nominee), Copeland and Goltsman.
<b>Committee name:</b>	<b><u>Environmental Sustainability Advisory Committee</u></b>
<b>No. of Councillors to be appointed:</b>	Mayor (or Mayor's nominee) and three Councillors.
<b>Chair of Committee:</b>	A Councillor appointed by Council.
<b>Most recent membership:</b>	Crs Masselos, Keenan (Chair), Copeland (Deputy Chair) and Nemesh.

<b>Committee name:</b>	<b><u>Housing Advisory Committee</u></b>
<b>No. of Councillors to be appointed:</b>	The Mayor (or the Mayor's nominee) and three councillors.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Masselos (Chair), Betts, Keenan and Lewis.
<b>Committee name:</b>	<b><u>Multicultural Advisory Committee</u></b>
<b>No. of Councillors to be appointed:</b>	The Mayor (or the Mayor's nominee).
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Masselos (Chair), Wy Kanak (Deputy Chair) and Goltsman.
<b>Committee name:</b>	<b><u>Public Art Committee</u></b>
<b>No. of Councillors to be appointed:</b>	Maximum of three.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Masselos (Chair), Keenan (Deputy Chair) and Burrill.
<b>Committee name:</b>	<b><u>Reconciliation Action Plan Advisory Committee</u></b>
<b>No. of Councillors to be appointed:</b>	Mayor (or Mayor's nominee) and three councillors.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs Masselos (Chair), Wy Kanak (Deputy Chair) Goltsman and Lewis.
<b>Committee name:</b>	<b><u>Surf Life Saving Club Committee</u></b>
<b>No. of Councillors to be appointed:</b>	Mayor (or Mayor's nominee) and two Councillors.
<b>Chair of Committee:</b>	The Mayor, or if the Mayor declines the position, the Mayor shall nominate a Councillor to chair the Committee.
<b>Most recent membership:</b>	Crs O'Neill (Chair), Wy Kanak (Deputy Chair), Masselos and Goltsman.

<b>Committee name:</b>	<b><u>Waverley Business Forum</u></b>
<b>No. of Councillors to be appointed:</b>	The Mayor, and an alternate, the Deputy Mayor.
<b>Chair of Forum:</b>	The Mayor, or in the absence of the Mayor, the Deputy Mayor, is Chair of the Forum.
<b>Most recent membership:</b>	Cr Masselos and Cr Keenan (Alternate).

**APPOINTMENT OF COUNCILLORS AS DELEGATES  
TO VARIOUS ORGANISATIONS**

**Name:** **NSW Public Libraries Association**

**No. of Councillors to be appointed:** One.

**Most recent membership:** Cr Lewis.

**Name:** **Southern Sydney Regional Organisation of Councils – Board**

**No. of Councillors to be appointed:** A maximum of two delegates and two alternates (one delegate to be the Mayor).

**Most recent membership:** Crs Masselos (Mayor) and Keenan (Deputy Mayor),  
Alternates: Crs Copeland and O'Neill.

**Name:** **Southern Sydney Regional Organisation of Councils – Program  
Delivery Committee**

**Description:** Deals with asset management, public works, procurement,  
waste management and SSROC financial reports.

**No. of Councillors to be appointed:** One.

**Most recent membership:** Cr Masselos (Mayor), Alternate: Cr Keenan.

**Name:** **Southern Sydney Regional Organisation of Councils –  
Sustainability Program Committee**

**Description:** Deals with regional planning, environmental management,  
transport planning and management, and community  
development.

**No. of Councillors to be appointed:** One.

**Most recent membership:** Cr Copeland, Alternate: Cr O'Neill.

**Name:** Sydney Coastal Council Group – Delegate

**No. of Councillors to be appointed:** One Councillor.

**Most recent membership:** Nil.

**Name:** Sydney Coastal Council Group – Executive Committee

**No. of Councillors to be appointed:** One Councillor (must not be the Delegate).

**Most recent membership:** Nil.

## **5. Financial impact statement/Time frame/Consultation**

### **Financial impact statement**

There is no unbudgeted cost to Council in appointing Councillors to the committees and various organisations.

### **Time frame**

Councillors become members of their respective committees for the term specified by Council as soon as the resolution is declared by Council.

### **Consultation**

The various organisations have been consulted to confirm membership requirements.

## **6. Conclusion**

It is recommended that Council appoints Councillors, and chairs where required, to the committees listed in section 4 of this report for a term to expire at the next mayoral election on 19 September 2023.

## **7. Attachments**

Nil.

**REPORT**  
**CM/7.2/22.02**

**Subject:** Local Government NSW Annual Conference 2021 - Voting Delegates for Special Conference

**TRIM No:** A13/0314

**Author:** Al Johnston, Governance Officer

**Director:** Richard Sheridan, Interim Director, Finance and Governance

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**RECOMMENDATION:**

That Council:

1. In respect of the Local Government NSW Special Conference to be held in person at the Hyatt Regency Sydney from Monday, 28 February, to Wednesday, 2 March 2022:
  - (a) Nominates the Mayor, Deputy Mayor, Councillor [INSERT NAME], Councillor [INSERT NAME] and Councillor [INSERT NAME] as voting delegates for motions.
  - (b) Nominates Councillor [INSERT NAME] and Councillor [INSERT NAME] as substitute voting delegates for motions.
  - (c) Nominates Councillors [INSERT NAMES] to attend the Special Conference as observers.
  - (d) Approves the attendance of the General Manager or nominee at the Special Conference.
2. Cancels its Standing Committee meetings scheduled for Tuesday, 1 March 2022.

**1. Executive Summary**

The Special Conference session of the 2021 Local Government NSW (LGNSW) Annual Conference will be held in person at the Hyatt Regency Sydney from Monday, 28 February, to Wednesday, 2 March 2022.

Council must advise LGNSW of the names of its nominated voting delegates by 5.00 pm on Thursday, 17 February 2022.

It is recommended that Council nominates its voting delegates for the Special Conference at this meeting, and cancels its Standing Committee meetings scheduled for Tuesday, 1 March 2022, to avoid a clash with the Special Conference.

**2. Introduction/Background**

The LGNSW Annual Conference is the annual policy-making event for NSW councils. The conference is the pre-eminent event of the local government year where councillors come together to share ideas and debate issues that shape the way local government is governed and to set policy for the coming year.

As a result of the COVID-19 pandemic and the postponement of local government election, the 2021 conference is being held over two events:



- A one-hour Annual Conference was held online on Monday, 29 November 2021.
- A Special Conference will be held in person at the Hyatt Regency Sydney from Monday, 28 February, to Wednesday, 2 March 2022.

The Special Conference will debate and resolve Council-submitted motions to set the Association's advocacy priorities for the year ahead, while a tradeshow, workshops and training sessions are available to support delegates in their efforts to effectively represent their communities. The program is attached.

The delay to local government elections also has a flow-on impact on the LGNSW Board Elections. To avoid any election irregularities, LGNSW has asked the Australian Electoral Commission (AEC) to conduct and finalise this election and is awaiting further advice from the AEC and will provide updated information to councils as soon as possible.

### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 23 September 2021	CM/7.3/21.09	<p>That Council:</p> <ol style="list-style-type: none"> <li>Notes that the 2021 Local Government NSW Annual Conference will be held over two events as follows: <ol style="list-style-type: none"> <li>A one-hour Annual Conference held online from 9.30 am on Monday, 29 November 2021.</li> <li>A Special Conference to be held in person at the Hyatt Regency Sydney from Monday, 28 February, to Wednesday, 2 March 2022.</li> </ol> </li> <li>In respect of the one-hour Annual Conference to be held online on 29 November 2021: <ol style="list-style-type: none"> <li>Nominates the Mayor, Deputy Mayor and Crs Lewis, Wy Kanak and Nemesh as voting delegates for motions and the election of the Board and Office Bearers of Local Government NSW (LGNSW).</li> <li>Nominates Crs Wakefield and Copeland as substitute voting delegates for motions and the election of the Board and Office Bearers of Local Government NSW (LGNSW).</li> <li>Nominates Cr Burrill to attend the Annual Conference as an observer.</li> <li>Approves the attendance of the General Manager or nominee at the Annual Conference.</li> </ol> </li> <li>Receives a further report after the local government election seeking Council's nominations for its voting delegates to attend the Special Conference in February/March 2022.</li> </ol>

#### **4. Discussion**

##### **Voting delegates**

Council is entitled to send five voting delegates to the Special Conference to vote on motions.

Council must advise LGNSW of the names of its nominated voting delegates by 5 pm on Thursday, 17 February 2022.

##### **Motions**

LGNSW advised that the deadline for submitting motions for the Special Conference was 30 January 2022 and their submission must include evidence of Council's support for the motions. Council has not submitted any motions to the conference.

##### **Registrations**

Council has reserved registrations for its voting delegates for the Special Conference and will allocate names against the registrations after this meeting once the voting delegates are known.

##### **Cancellation of Standing Committee Meetings**

Council adopted its schedule of meeting dates for 2022 in November 2021. At that time, there was uncertainty about the impact of the COVID-19 pandemic on in-person attendance at the Special Conference, and the meetings of Council's Standing Committees on Tuesday, 1 March 2022, were recommended to be held. However, as it seems the majority of Councillors will be attending the conference in person it is recommended that the Committee meetings on 1 March be cancelled.

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

The total cost to Council of seven Councillors and the General Manager attending the Special Conference, including attending all social and special events and workshops is \$11,044. The cost is covered in the budget allocation for Councillors' conference expenses, in accordance with Council's Councillor Expenses and Facilities Policy.

#### **6. Conclusion**

It is recommended that Council nominates Councillors to attend the Special Conference session of the 2021 LGNSW Annual Conference as Council's voting delegates.

#### **7. Attachments**

1. Special Conference Program - 28 February - 2 March 2022 [↓](#) .

# Conference Program

## 28 February

<b>1.00pm – 7.00pm</b>	<b>Registration opens at the Grand Ballroom Foyer</b>
<b>1.30pm – 3.00pm</b>	<b>Option 1: Council involvement in new national agreement on Closing the Gap</b>  Panel members include representatives from NSW Aboriginal Land Council and Reconciliation NSW
<b>1.30pm – 3.00pm</b>	<b>Option 2: Rural and Regional Health – issues and solutions</b>  Panel members include representatives from Federal Government and a Council representative
<b>1.30pm – 3.00pm</b>	<b>Option 3: Investing in you – planning your own councillor professional development</b>
<b>1.30pm – 3.00pm</b>	<b>Option 4: Domestic Violence – Councils are part of the solution</b>  Panel members include a representative of Domestic Violence NSW and representatives from metropolitan and regional councils

<b>3.00pm – 5.00pm</b>	<p><b>Meet the Politicians Forum with Master of Ceremonies: President LGNSW</b></p> <p>Addresses from NSW Government, Opposition and cross benchers</p> <p><b>Presentation of the AR Bluett Awards by the Trustees</b></p> <p>Welcome Reception Sponsor Address by Statewide Mutual</p> <p>This session is free to members registered to attend the conference. RSVPs are required as part of the conference registration.</p>
<b>5.00pm – 7.30pm</b>	<p><b>President's Welcome Reception. Maritime Ballroom. Sponsored by Statewide Mutual.</b></p> <p>Registration will be available at this event.</p>

# Conference Program

## 1 March

<b>7.30am – 5.00pm</b>	<b>Registration opens Grand Ballroom Foyer</b>
<b>8.00am – 4.00pm</b>	<b>Trade exhibition opens Maritime Ballroom</b> <b>Delegate Lounge opens for networking</b>
<b>8.45am</b>	<b>Doors open for official conference proceedings</b>
<b>9.05am – 9.10am</b>	<b>Conference introduction by Scott Phillips, Chief Executive, LGNSW</b>
<b>9.10am – 9.15am</b>	<b>Welcome to Country on behalf of Metropolitan Local Aboriginal Land Council</b>
<b>9.15am – 11.00am</b>	<b>Address by LGNSW President</b>  Opening of the Federal and State conference, including demonstration of voting app, adoption of standing orders, business session and consideration of motions.  Chaired by LGNSW President
<b>11.00am – 11.05am</b>	<b>Distinguished sponsor address by Landcom</b>
<b>11.05am – 11.35am</b>	<b>Morning tea in trade exhibition, sponsored by Landcom, Maritime Ballroom</b>

<b>11.35am – 1.00pm</b>	<b>Consideration of conference business continued, chaired by LGNSW President</b>
<b>1.00pm – 1.05pm</b>	<b>Elite sponsor address by StateCover</b>
<b>1.05pm – 2.15pm</b>	<b>Lunch in trade exhibition, sponsored by StateCover, Maritime Ballroom</b>
<b>1.05pm – 2.15pm</b>	<b>StateCover General Manager's Lunch – Heritage Atrium</b> (exclusive to GMs)
<b>2.15pm – 3.30pm</b>	<b>Consideration of conference business continued, chaired by LGNSW President</b>
<b>3.30pm – 4.00pm</b>	<b>Afternoon tea in trade exhibition Maritime Ballroom</b>
<b>4.00pm – 5.00pm</b>	<b>Consideration of conference business continued, chaired by LGNSW President</b>
<b>5.00pm</b>	<b>Conference business session closes</b>
<b>5.00pm – 5.30pm</b>	<b>Networking in trade exhibition, Maritime Ballroom</b>
<b>7.00pm -10.30pm</b>	<b>Conference Dinner at Grand Ballroom, The Fullerton Hotel, 1 Martin Place, Sydney.</b>  <b>Sponsored by StateCover</b>  <b>Includes presentation of Distinguished Service Awards to elected members</b>

# Conference Program

## 2 March

<b>7.30am – 3.00pm</b>	<b>Registration opens Grand Ballroom Foyer</b>
<b>7.30am – 8.45am</b>	<p>Australian Local Government Women's Association (ALGWA NSW) Breakfast, Wharf Room</p> <p>Guest presenter: <b>Rosemary Kariuki</b>, Advocate for migrant and refugee women, LOCAL HERO 2021 Australian of the Year awards.</p> <p>Facilitated by <b>Ellen Fanning</b></p> <p>* Ellen Fanning and Rosemary Kariuki appear by arrangement with Saxton Speakers Bureau (<a href="https://www.saxton.com.au/">https://www.saxton.com.au/</a>)</p>
<b>8.00am – 4.00pm</b>	<p><b>Trade exhibition opens, Maritime Ballroom</b></p> <p><b>Delegate Lounge opens for networking</b></p>
<b>8.45am</b>	<b>Doors open for conference official proceedings</b>
<b>9.00am</b>	<b>Welcome by MC, Ellen Fanning</b>
<b>9.05am – 9.30am</b>	<p><b>Keynote address – Michael Pascoe</b></p> <p>* Michael Pascoe appears by arrangement with Claxton Speakers International (<a href="https://www.claxtonspeakers.com.au/">https://www.claxtonspeakers.com.au/</a>)</p>
<b>9.30am – 9.35am</b>	<b>Planning sponsor address by Resilience NSW</b>

<b>9.35am – 10.30am</b>	<b>Keynote Panel: Economy and Jobs focus</b>
<b>10.30am – 10.35am</b>	<b>Distinguished sponsor address by Active Super</b>
<b>10.35am – 11.05am</b>	<b>Morning tea in trade exhibition, sponsored by Active Super, Maritime Ballroom</b>
<b>11.05 – 11.20am</b>	<b>Address by President LGNSW, on Association Initiatives including Country Mayors MOU signing</b>
<b>11.20am – 11.25am</b>	<b>Distinguished sponsor topic nbn</b>
<b>11.25am – 12.10pm</b>	<b>Presentation: Climate Change Panel</b>
<b>12.10pm – 12.55pm</b>	<b>Presentation: The Housing Crisis in NSW</b>
<b>12.55pm – 2.05pm</b>	<b>Lunch in trade exhibition, sponsored by nbn, Maritime Ballroom</b>
<b>2.05pm – 3.05pm</b>	<b>Final keynote address – Greig Pickhaver AM</b>  * Greig Pickhaver AM appears by arrangement with Claxton Speakers International ( <a href="https://www.claxtonspeakers.com.au/">https://www.claxtonspeakers.com.au/</a> )
<b>3.05pm – 3.15pm</b>	<b>Final remarks, President LGNSW</b>



# Conference Program

## Social

<b>05:30pm - 7:30pm</b>	<b>28 February: President's Welcome Reception</b> <b>Maritime Ballroom sponsored by Statewide Mutual</b>  <b>Registration will be available at this event.</b>
<b>7.00pm -10.30pm</b>	<b>1 March: Conference Dinner and Entertainment</b>  <b>Please note:</b> The Conference Dinner will be held at The Fullerton Hotel, 1 Martin Place Sydney

# Conference Program

## Special Events

<p><b>3.00pm – 5.00pm</b></p>	<p><b>28 February: Meet the Politicians Forum with Master of Ceremonies: President LGNSW</b></p> <p>Addresses from NSW Government, Opposition and cross benchers</p> <p><b>Presentation of the AR Bluett Awards by the Trustees</b></p> <p>Sponsor Address by Statewide Mutual</p> <p>This session is free to members registered to attend the conference. RSVPs are required as part of the conference registration.</p>
<p><b>1.05pm – 2.00pm</b></p>	<p><b>1 March: StateCover General Managers' Lunch – Heritage Atrium</b> (exclusive to GMs)</p>
<p><b>7.30am – 8.45am</b></p>	<p><b>2 March: Australian Local Government Women's Association (ALGWA NSW) Breakfast, Wharf Room</b></p> <p>Guest presenter: <b>Rosemary Kariuki</b>, Advocate for migrant and refugee women, LOCAL HERO 2021 Australian of the Year awards.</p> <p>Breakfast facilitated by <b>Ellen Fanning</b></p>

# Conference Program

## Workshops

<b>1.30pm – 3.00pm</b>	<b>Option 1 (28 February): Council involvement in new national agreement on Closing the Gap</b>  Panel members include representatives from NSW Aboriginal Land Council and Reconciliation NSW
<b>1.30pm – 3.00pm</b>	<b>Option 2 (28 February): Rural and Regional Health – issues and solutions</b>  Panel members include representatives from Federal Government and a Council representative
<b>1.30pm – 3.00pm</b>	<b>Option 3 (28 February): Investing in you – planning your own councillor professional development</b>
<b>1.30pm – 3.00pm</b>	<b>Option 4 (28 February): Domestic violence – Councils are part of the solution</b>  Panel members include a representative of Domestic Violence NSW and representatives from metropolitan and regional councils

**REPORT**  
**CM/7.3/22.02**

**Subject:** Acting General Manager

**TRIM No:** SF21/9

**Author:** Emily Scott, General Manager

**Director:** Emily Scott, General Manager

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**RECOMMENDATION:**

That Council:

1. Notes that at its extraordinary meeting on 1 June 2021, Council delegated/sub-delegated to the General Manager, Emily Scott, the functions in accordance with the instrument of delegation to the General Manager also dated 1 June 2021.
2. Appoints Richard Sheridan to act as General Manager if the General Manager is sick or otherwise absent from work on leave or business, with such appointment to cease upon the return to work of the General Manager or by other resolution of the Council.
3. Notes that when acting as General Manager pursuant to this resolution, Richard Sheridan has all the functions, delegations and sub-delegations given to the General Manager by Council.

**1. Executive Summary**

As a result of recent staff changes to Council's Executive, it is necessary to review the arrangements that occur in relation to the exercise of delegations and sub-delegations granted to the General Manager, Emily Scott, on occasions when she is absent from work on leave or business. It is recommended that Council appoints Richard Sheridan (Interim Director, Finance and Governance) to act as General Manager on these occasions.

**2. Introduction/Background**

At its extraordinary meeting on 1 June 2021, Council resolved to delegate/sub-delegate to the General Manager, Emily Scott, the functions in accordance with the Instrument of Delegation to the General Manager also dated 1 June 2021.

At its meeting on 23 September 2021, Council resolved to appoint Evan Hutchings (Director, Finance and Governance) to act as the General Manager if the General Manager is sick or otherwise absent from work on leave or business, with such appointment to cease upon the return to work of the General Manager or by other resolution of the Council.

In January 2022, Evan Hutchings resigned from Council to take up a role at City of Canada Bay Council, with Richard Sheridan joining Waverley Council as the new Interim Director, Finance and Governance. As a result of these changes, Council is required to review the position of acting General Manager.

### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 23 September 2021	CM/7.2/21.09	<p>That:</p> <ol style="list-style-type: none"> <li>1. Council notes that at its extraordinary meeting on 1 June 2021, Council delegated/sub-delegated to the General Manager, Emily Scott, the functions in accordance with the Instrument of Delegation to the General Manager also dated 1 June 2021.</li> <li>2. Evan Hutchings be appointed to act as General Manager if the General Manager is sick or otherwise absent from work on leave or business, with such appointment to cease upon the return to work of the General Manager or by other resolution of the Council.</li> <li>3. When acting as General Manager pursuant to this resolution, Evan Hutchings has all the functions, delegations and sub-delegations given to the General Manager by Council.</li> </ol>
Extraordinary Council 1 June 2021	CM/4.1/21.06	<p>That:</p> <ol style="list-style-type: none"> <li>1. Council delegates/sub-delegates to the General Manager the functions in accordance with the Instrument of Delegation to the General Manager attached to the report, subject to the following amendments:               <ol style="list-style-type: none"> <li>(a) The limitation in Part A of Schedule 1 relating to the <i>Local Government Act 1993</i>, s 377(1)(i), being amended to read as follows: 'Authority to accept tenders where the proposed contract is not for services currently provided by members of staff of the Council with a total contract value (incl GST) of up to:                   <ul style="list-style-type: none"> <li>• \$2.5 million during the Council end of year recess (i.e. from the day following the last Council meeting of the calendar year until the first Council or Committee meeting of the following year); and</li> <li>• \$500,000 for the rest of the year.</li> </ul> </li> </ol> <p>This function cannot be sub-delegated by the General Manager.</p> <p>The General Manager must report to Councillors on a monthly basis by email</p> </li> </ol>

		<p>outlining all tenders accepted.'</p> <p>(b) The limitation in Part B of Schedule 1 relating to procurement exemptions being amended to read as follows:</p> <p>'Authority to approve purchases with fewer than the required quotes called for in the Purchasing Procedure up to \$150,000.</p> <p>The General Manager must report to Councillors on a monthly basis by email outlining all exemptions approved under this delegation.'</p> <p>2. Council authorises the Mayor and Deputy Mayor to affix the Council Seal to the Instrument of Delegation to the General Manager.</p> <p>3. John Clark be appointed to act as the General Manager if the General Manager is sick or otherwise absent from work on leave or business, with such appointment to cease upon the return to work of the General Manager or by other resolution of the Council.</p> <p>4. Should John Clark be unable or unwilling to act as General Manager at any time, Karen Mobbs be appointed to act as the General Manager if the General manager is sick or otherwise absent from work on leave or business, with such appointment to cease upon the return to work of the General Manager or by other resolution of the Council.</p> <p>5. Any person acting as General Manager pursuant to this resolution has all the functions, delegations and sub-delegations given to the General Manager by Council.</p> <p>6. The General Manager reports to Councillors monthly by email on tenders accepted under delegation and any procurement exemptions approved.</p>
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#### 4. Discussion

On occasions when the General Manager, Emily Scott, is sick or otherwise absent from work on leave or business, the *Local Government Act 1993* requires that an officer of Council undertake that role in an acting capacity.

Richard Sheridan was appointed as Interim Director, Finance and Governance, in January 2022. He was formerly the Chief Financial Officer (CFO) at Parramatta City Council, and both CFO and Director, Finance

and Governance, at Cumberland City Council. He is considered to be the most appropriate Council officer to act in the role of General Manager as required.

When acting as General Manager, Richard Sheridan will have all the functions, delegations and sub-delegations given to the General Manager by Council. No changes to the existing delegations are being proposed.

**5. Financial impact statement/Time frame/Consultation**

There are no financial implications resulting from this report.

**6. Conclusion**

It is recommended that Council appoints Richard Sheridan as acting General Manager when the General Manager, Emily Scott, is sick or otherwise absent from work on leave or business.

**7. Attachments**

Nil.

**REPORT  
CM/7.4/22.02**

**Subject:** Quarterly Budget Review (Q2) - December 2021

**TRIM No:** A03/0346

**Author:** Teena Su, Executive Manager, Finance

**Director:** Richard Sheridan, Interim Director, Finance and Governance

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**RECOMMENDATION:**

That Council:

1. Notes that the Interim Director, Finance and Governance, as the responsible accounting officer, advises that the projected financial position of Council is satisfactory.
2. Adopts the variations to the 2021–22 Operating and Capital budgets in accordance with Attachments 1, 2 and 3 of the report.

**1. Executive Summary**

Following the Q1 2021–22 budget review, Council's current approved budget was estimated to generate a total income of \$158.99m and to spend \$186.60m, which resulted in the use of reserves totalling \$27.61m to deliver a large capital works program within a balanced budget for FY 2021–22.

The second-quarter budget review has resulted in positive improvements of \$2.005m in the Income and Expenses Budget. This has improved the Operating Performance Ratio by 1.2%. This improvement in the Income and Expense budget has resulted in an improvement in the reserves by \$2m.

The following amendments are proposed:

- Increased total operating income by \$0.83m.
- Decreased total operating expenses by \$0.98m.
- Increased capital income by \$5.00m and increased expenses by \$4.75m.
- Decreased reserve requirement of \$2.02m.

The Q2 revised budget forecasts a small surplus of \$3,910 for FY 2021–22.

**2. Introduction/Background**

As part of the Integrated Planning and Reporting Framework for NSW Local Government, the Office of Local Government has a set of minimum reporting requirements for councils. These reporting requirements have been put in place to assist councils to facilitate progress reporting against the original and revised annual budgets. Reporting is required at the end of each quarter.

Collectively, these documents are known as the Quarterly Budget Review Statement (QBRs). Quarterly reports are required to be submitted at the end of each quarter to Council in accordance with the relevant legislation, clause 203 of the *Local Government (General) Regulation 2021*, and that the responsible



accounting officer of the Council prepares and submits to Council a Budget Review Statement that indicates the latest estimates of income and expenditure for the current financial year. The QBRS must include, or be accompanied by:

- A report as to whether or not the responsible accounting officer believes that the Statement indicates that the financial position of the Council is satisfactory, having regard to the original estimates of income and expenditure.
- If that position is unsatisfactory, recommendations for remedial action.

### 3. Relevant Council Resolutions

Nil.

### 4. Discussion

The December Quarterly Budget Review forecasts an increase in income by \$5.83m to \$164.82m. It comprises of \$0.83m increase in operating income and \$5.00m increase in capital income. It also forecasts a total increase of \$3.81m in expense, this comprises of \$0.98m decrease in operating expense, \$4.75m increase from the capital works program and a \$0.04m increase from other capital expenses. These have revised the expense program total to \$190.41m for FY 2021–22.

The following provides a comparison of the Council's forecast position between the current budget and Q2. The proposed budget and actuals (including commitments) for the second quarter to 31 December 2021.

*Table 1. Comparison of current approved budget and Q2 proposed budget.*

Table 1 - Q2 Proposed Budget - '000	Current Approved Budget	Q2 Amendment	Q2 Proposed Budget	Q2 change %	Actual (Incl. Commitments) 31 December 2021	Note
<b>Estimated Income</b>	158,991	5,830	164,820	3.67%	108,606	
Operating Income	131,686	832	132,518	0.63%	97,921	1
Capital Income	27,305	4,998	32,303	18.30%	10,686	2
<b>Estimated Expenses</b>	(186,595)	(3,812)	(190,406)	2.04%	(85,589)	
Operating Expense	(118,865)	980	(117,885)	(0.82%)	(55,983)	3
Capital Works Program	(65,218)	(4,746)	(69,964)	7.28%	(28,554)	4
Other Capital Expense	(2,064)	(45)	(2,110)	2.19%	(831)	5
Loan Repayment	(447)	0	(447)	-	(222)	
<b>Net Income / (Expenses)</b>	(27,604)	2,018	(25,586)	(7.31%)	23,017	
<b>Reserve Funds</b>	27,608	(2,018)	25,590	(7.31%)	(4,143)	6
<b>Net Result - Surplus/(Deficit)</b>	3.9	(0.0)	3.9	0.0%	18,874	

(Excluding depreciation expense)

#### Operating Income

Operating income (excluding capital works income and proceeds from the sale of assets) increased by \$0.83m, mainly attributed to the following changes:

*User fees increased by \$1.8 m*

This was due to:

- \$1.87m increase from service utility fees received to fund the expansion scope at Glenayr Avenue in the Capital Works Program.

- \$0.90m increase from hoarding & construction fee, of which \$0.50m is from the Bondi Pavilion Upgrade project to offset the project cost increase in the Capital Works Program section. The remaining \$0.40m is attributed to the greater than expected construction activities in the LGA projected at Q1.
- \$0.42m decrease from Street Parking meters due to service activities have been affected by the COVID.
- \$0.16m decrease from Building levy adjusted due to the change on the Environmental Planning regulation.
- \$0.10m decreases from engineering plan assessment fee following the current trend.

*Other revenue decreased by \$0.525m*

This was due to:

- \$0.32m increase from sundry income which is from the reimbursement of the Bondi Beach COVID testing clinic to offset the onsite traffic control expense increase.
- \$0.19m increase due to an Insurance claim received.
- \$0.88m decrease from parking fines income due to service activities that have been affected by the COVID.
- \$0.11m decrease in Sundry income from asset management activities.

*Operating grants decreased by \$0.449m*

- \$0.36m decrease from Sydney water contribution due to the Cliff Walk Remediation work cost deferral to next financial year in the Capital Works Program.
- \$0.09m decrease WCLP contribution to service activities affected by COVID

### **Capital income**

Capital income increased by \$5.0m:

- \$4.7m increase in Voluntary Planning Agreement Contribution for an Oxford Street development.
- \$0.19m increase in proceeds from asset sales – plant & equipment due to additional items sold.
- \$0.11m increase from capital works contribution - NSW Spaces Legacy program grant for the Cliff work remediation project.

### **Operating expense**

Operating expenses (excluding capital purchase) decreased by \$0.98m, mainly attributed to:

*Salary and wages decreased by \$0.0845m*

Salary and wages are being managed to offset the loss of income resulting from COVID 19, this variance was due to

- \$0.67m decrease in wages & salaries due to vacancies
- \$0.10m decrease in the top-up payments for Councils super retirement fund.

*Consultants increased \$0.241m*

Due to increases in consultants for technical assistance.

*Other expenses increased \$0.33m*

This was due to:

- \$0.20m decrease in parking infringement processing charges due to the parking fines income reduction as detailed in the operating income section
- \$0.20m decrease in the abandonment of fines by SDR due to the parking fines income reduction in the operating income section

It should be noted there was a net \$0.37m increase in pandemic costs as detailed in the table below. These costs are spread across multiple categories.

*Table 2. Pandemic costs.*

<b>Pandemic Proposed Budget \$</b>	<b>Current Approved</b>	<b>Q2 Amendment</b>	<b>Q2 Proposed</b>
Wages & Salaries	(124,703)	(50,000)	(174,703)
Contractors (Bondi Beach Covid Testing site)	(490,936)	(291,628)	(782,564)
Cleaning	(170,370)	0	(170,370)
Personal Protective Equipment and Uniforms	(34,840)	0	(34,840)
Pre-Medical Checks for Beach Ambassadors	(5,000)	5,000	0
Miscellaneous Others	(14,836)	(36,568)	(51,404)
<b>Total</b>	<b>(840,685)</b>	<b>(373,196)</b>	<b>(1,213,881)</b>
Expected Reimbursement from Ministry of Health	442,815	320,007	762,822
Transfer from Domestic Waste Reserve for PPE	0	0	0
Transfer from Emergency Reserve	397,870	28,854	426,724
<b>Net Cost</b>	<b>-</b>	<b>(24,335)</b>	<b>(24,335)</b>

### **Capital works program (Attachment 2)**

The Capital Works Program proposes amendments to 55 projects. These amendments will result in a net increase to program expenditure by \$4.75m to \$69.96m following a reassessment of the project work delivery schedule and other priorities.

The table below provides a summary of expense changes to the capital works program:

*Table 3. Expense changes to capital work program.*

<b>Capital Works Program - Q2 Amendments '000</b>	<b>No of Projects</b>	<b>Amount \$'000 (Increase)/Decrease)</b>
Project cost reduction	19	292
Project cost defer to 2022/23	6	1,174
Project cost increase/Correction	29	(6,113)
New Project	1	(100)
<b>Total</b>	<b>55</b>	<b>(4,746)</b>

Significant changes to these projects include:

*Building infrastructure*

\$1.2m increase in building infrastructure projects mainly due to:

- \$491k increase in Bondi Pavilion project to \$13.20m for the extended hoarding construction permit requirement due to COVID-19 pandemic delays to the project completion timeframe. This cost increase is offset by increased hoarding fees, as detailed in the above operating income section.
- \$1.2m increase in Boot Factory and Mill Hill project to \$9.04m to cover latent conditions such as failing brickwork, wall ties and non-compliant works as well as COVID-19 pandemic contract costs relating to PHO requirements, workforce and supply chain issues. The Q2 cost increase is funded from the property investment strategy reserve (\$617k) and planning agreement reserve (\$583k).
- \$500k decrease in 2A Edmund Street (social housing) redevelopment deferring to 2022–23 financial year to reflect construction commencement programmed for mid-2022.

*Public domain infrastructure*

\$1.2m increase in public domain infrastructure due to:

- \$1.77m increase in Safety by Design in Public Places to \$3.51m. The increase mainly delivers the Safety Improvements at Oxford Street Mall and Queen Elizabeth Drive, where these works brought forward in the LTFP. The Q2 increase is funded from the Planning Agreement Reserve.
- \$150k increase in SAMP5 bus shelters, seats and benches, bike furniture and bins to \$285k, mainly due to urgent upgrade of electrical infrastructure at Bronte Park and scope increase to include additional bus shelter and bike infrastructure. The Q2 increase largely funded from the s 7.12 contributions reserve.
- \$400k decrease in SAMP5 Bondi Park Lighting and CCTV upgrades deferring works to 2022–23 financial year as Ausgrid approval not yet received.
- \$250k decrease in Cliff Walk remediation deferring to 2022–23 financial year to reflect construction commencement programmed for later in 2022.

*Road infrastructure*

\$2.4m increase in road Infrastructure projects mainly due to:

- \$1.87m increase in 2020–21 - RC - Glenayr Avenue - Blair Street to Hall Street to \$3.68m. The Q2 increase is for the project scope expansion, and the expansion work is offset from an increase in service utility fees as detailed in the above operating income section.
- \$250k increase in 40km/h Speed Zone Review to \$1.25m in line with endorsed design and tendered contract amount. This increase is funded from the planning agreement reserve noting that additional grant funding will be sought from Transport for NSW.
- \$209k increase in 2020–21 - RC - Roscoe Street - Wellington Street to Glenayr Avenue to \$390k, due to road subgrade works required. The Q2 increase funds from the planning agreement reserve.

\$69.96m of capital works program projects will be delivered in this financial year following the Q2 review. The following table shows how the revised capital works program is funded.

Table 4. Funding of revised capital works program.

Capital Works Program - Funding Sources '000	Current Budget	Q2 Proposed Budget	Q2 Amendments-Increase/(Decrease)
<b>Expenditure</b>	<b>65,218</b>	<b>69,964</b>	<b>4,746</b>
<u>Funding Sources:</u>			
Grants and Contribution	19,070	20,690	1,620
External Restricted Reserves	6,613	9,784	3,171
Internal Restricted Reserves	30,398	30,107	(290)
General Fund	9,138	9,384	246
<b>Total Funding Sources</b>	<b>65,218</b>	<b>69,964</b>	<b>4,746</b>

### Other capital expense

Other capital expenses increased by \$0.05m for operational and community facilities asset renewal needs

The Q2 review proposed no change in the purchase cost and replacement quantity of the fleet replacement program. However, it proposes increasing the disposal revenue by \$0.19m to reflect additional fleet items disposal due to the ongoing fleet review.

Table 5. Fleet.

Fleet Type	2021/22 Current Approved Budget		Q2 Amendments		2021/22 Q2 Budget	
			Reduction/Deferral/Addition			
	Qty	Budget	Qty	Budget	Qty	Budget
Passenger Vehicle	12	\$ 393,838	-		12	\$ 393,838
Light Commercial Vehicle	11	\$ 387,126	-		11	\$ 387,126
Truck Fleet	1	\$ 81,516	-		1	\$ 81,516
Specialised Equipment	9	\$ 281,699	-		9	\$ 281,699
Small Plant	7	\$ 75,800	-		7	\$ 75,800
<b>Total</b>	<b>40</b>	<b>\$ 1,219,979</b>	<b>-</b>	<b>-</b>	<b>40</b>	<b>\$ 1,219,979</b>

### Reserves

As a result of the proposed Q2 budget amendments, \$2.02m of funds are being put back into the reserves.

A total of \$25.59m in reserve money has been applied to fund the revised FY 2021–22 budget. The reserves balance is projected to be \$114.46m as at 30 June 2022.

### Financial performance measures

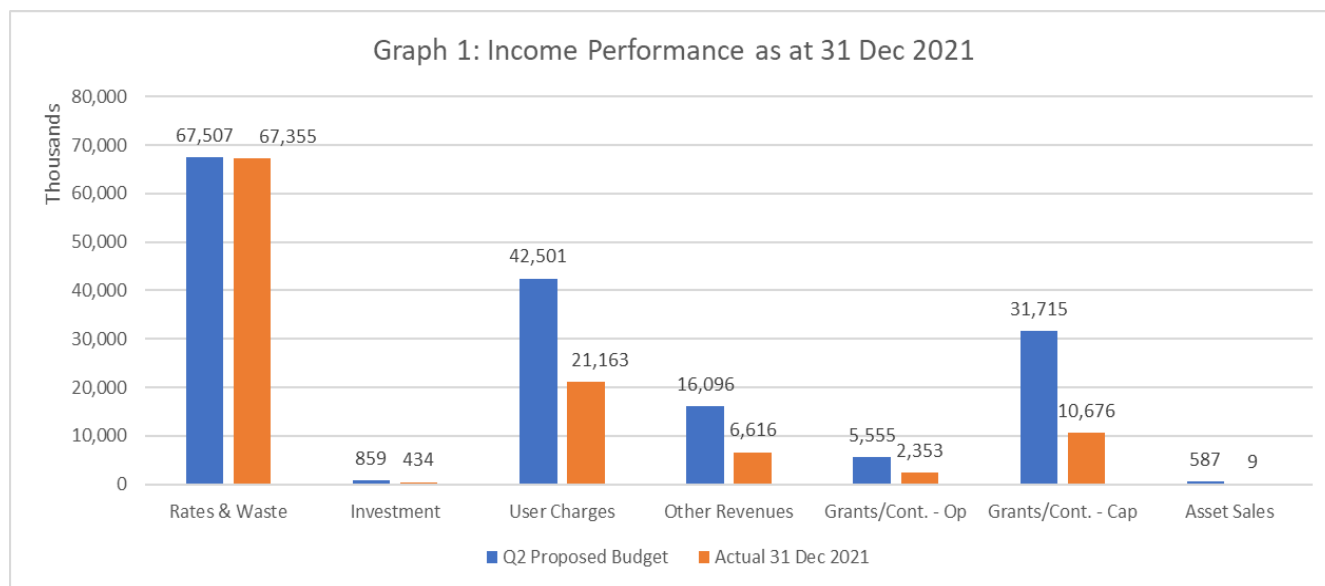
The following financial performance measures indicate that Council meets six out of seven of the OLG Performance Measures, noting that the Operating Performance Ratio is projected not to be met this financial year. Council's financial results have been negatively impacted by the COVID-19 pandemic; there are increased costs for ensuring safe Council operations (i.e. PPE provision, modified staffing rosters) and public space safety, as well as reduced revenues due to Council assistance programs, reduced fees and loss of income from parking and other sources. While there is a forecast operating surplus of approximately \$14.63m pre-depreciation, the Operating Performance (OP) Ratio (which includes depreciation) revised at a -5.56% for this year, represents a 1.19% improvement from the Q1 budget projection.

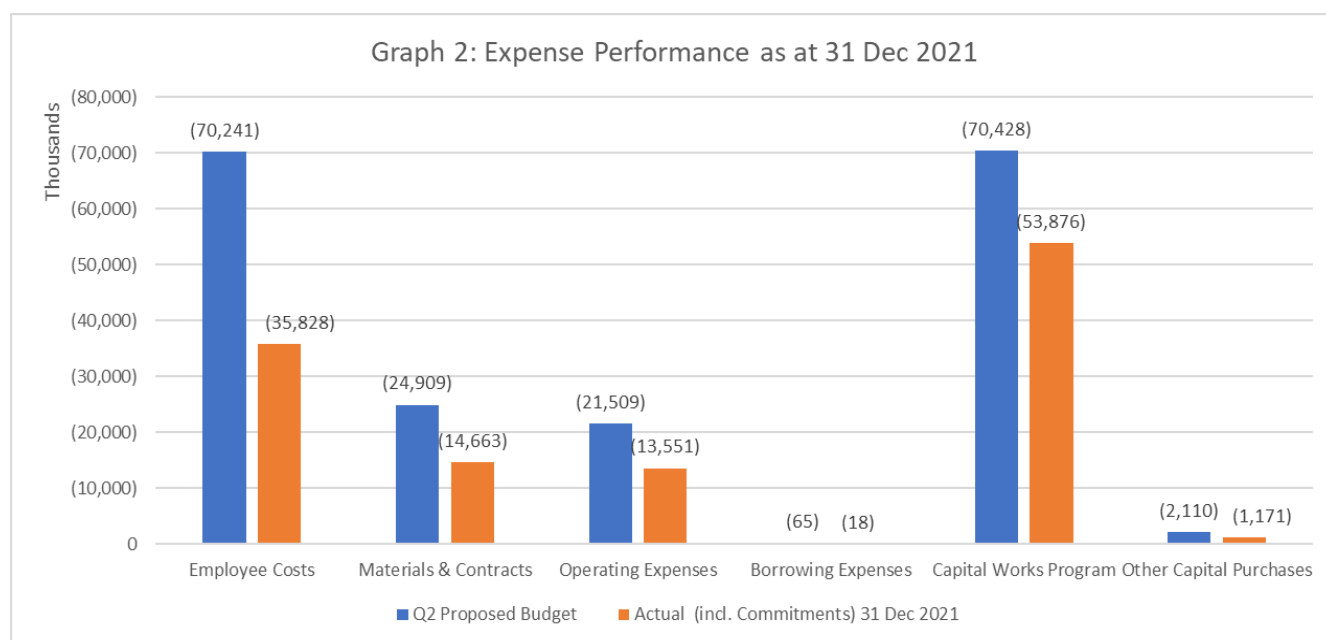
Table 6. Financial performance measures.

Key Performance Indicators:	Forecasted indicator 30-Jun-22	Benchmark
<b>1. Operating Performance Ratio</b> This ratio measures Council's achievement of containing operating expenditure within operating revenue.	(5.56%) <span style="color: red;">✗</span>	>0.00%
<b>2. Own source operating revenue ratio</b> This ratio measures fiscal flexibility. It is the degree of reliance on external funding sources such as operating grants and contributions	77.39% <span style="color: green;">✓</span>	>60.00%
<b>3. Unrestricted current ratio</b> To assess the adequacy of working capital and its ability to satisfy obligations in the short term for the unrestricted activities of Council	3.58 <span style="color: green;">✓</span>	>1.50x
<b>4. Debt service cover ratio</b> This ratio measures the availability of operating cash to service debt including interest, principal and lease payments	29.82 <span style="color: green;">✓</span>	>2.00x
<b>5. Rates, annual charges, interest and extra charge outstanding percentage</b> To assess the impact of uncollected rates and annual charges on Council's liquidity and the adequacy of recovery efforts	4.00% <span style="color: green;">✓</span>	<5.00%
<b>6. Buildings and Infrastructure renewals ratio</b> To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating	304.67% <span style="color: green;">✓</span>	>=100.00%
Note. Asset fair valuation adjustment and net gain on asset disposal are excluded in the above calculations.		

### Income and expense performance as at 31 December 2021

Graphs 1 and 2 below illustrate the income and expense performance for the six months of the year ending 31 December 2021 compared to the Q2 proposed budget for the year ending 30 June 2022.





See Attachment 3 for Directorates' Q2 budget performance as at 31 December 2021.

## 5. Financial impact statement/Time frame/Consultation

Council is required under clause 203 of the *Local Government (General) Regulation 2021* to, not later than two months after the end of each quarter, prepare and submit a reviewed budget statement showing, by reference to the estimate of income and expenditure which is set out in the operational plan, a revised estimate of the income and expenditure.

## 6. Conclusion

Council's Interim Director, Finance and Governance, as the responsible accounting officer, advises that Council's overall projected financial position is satisfactory.

### 1. 3. Attachments

1. 2021-22 Q2 Review Attachment 1 - QBRs [↓](#)
2. 2021-22 Q2 Review Attachment 2 - Q2 Revised Capital Works Program [↓](#)
3. 2021-22 Q2 Review Attachment 3 - Q2 Budget Statement Council and by Directorate [↓](#) .

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21

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6. Contracts & Other Expenses Budget Review Statement	13



Attachment 1 - Q2 QBRS Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21

**Report by Responsible Accounting Officer**

The following statement is made in accordance with Clause 203(2) of the Local Government (General) Regulations 2021:

31 December 2021

It is my opinion that the Quarterly Budget Review Statement for Waverley Council for the quarter ended 31/12/21 indicates that Council's projected financial position at 30/6/22 will be satisfactory at year end, having regard to the projected estimates of income and expenditure and the original budgeted income and expenditure.

**Signed:** \_\_\_\_\_

**Date:**

Richard Sheridan  
Responsible Accounting Officer

Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**

for the period 01/10/21 to 31/12/21

**Income & Expenses Budget Review Statement**

Budget review for the quarter ended 31 December 2021

**Income & Expenses - Council Consolidated**

(\$000's)	Original Budget 2021/22	Approved Changes		Revised Budget 2021/22	Variations for this Dec Qtr	Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards	Sep QBRs					
<b>Income</b>								
Rates and Annual Charges	67,507			67,507			67,507	67,355
User Charges and Fees	45,582		(4,820)	40,761	1,805	1	42,567	21,601
Interest and Investment Revenues	859			859			859	434
Other Revenues	19,645		(3,089)	16,556	(525)	2	16,031	6,178
Grants & Contributions - Operating	5,509		494	6,003	(449)	3	5,555	2,353
Grants & Contributions - Capital	20,961	635	5,315	26,910	4,805	4	31,715	10,676
Net gain from disposal of assets	975	(134)	(447)	394	193	5	587	9
Share of Interests in Joint Ventures								
<b>Total Income from Continuing Operations</b>	<b>161,038</b>	<b>501</b>	<b>(2,548)</b>	<b>158,991</b>	<b>5,830</b>		<b>164,820</b>	<b>108,606</b>
<b>Expenses</b>								
Employee Costs	70,420	27	639	71,086	(845)	6	70,241	35,634
Borrowing Costs	65			65			65	18
Materials & Contracts	18,850	198	(204)	18,845	(59)		18,786	7,480
Depreciation	21,998			21,998			21,998	11,235
Legal Costs	1,210		(118)	1,092	12		1,103	533
Consultants	3,107	288	1,385	4,780	241	7	5,021	1,149
Other Expenses	23,998	173	(1,174)	22,998	(329)	8	22,669	11,169
<b>Total Expenses from Continuing Operations</b>	<b>139,649</b>	<b>685</b>	<b>529</b>	<b>140,863</b>	<b>(980)</b>		<b>139,883</b>	<b>67,218</b>
<b>Net Operating Result from Continuing Operations</b>	<b>21,389</b>	<b>(184)</b>	<b>(3,077)</b>	<b>18,128</b>	<b>6,810</b>		<b>24,937</b>	<b>41,388</b>
<b>Net Operating Result from All Operations</b>	<b>21,389</b>	<b>(184)</b>	<b>(3,077)</b>	<b>18,128</b>	<b>6,810</b>		<b>24,937</b>	<b>41,388</b>
<b>Net Operating Result before Capital Items</b>	<b>428</b>	<b>(819)</b>	<b>(8,392)</b>	<b>(8,783)</b>	<b>2,005</b>		<b>(6,778)</b>	<b>30,712</b>

Attachment 1 - Q2 QBRS Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21

**Income & Expenses Budget Review Statement**  
**Recommended changes to revised budget**

Budget Variations being recommended include the following material items:

**Notes Details**

- |   |  |
|---|--|
| 1 | <p>Favourable change of \$1.8m to User Charges and Fees mainly due to following reasons:</p> <ul style="list-style-type: none"> <li>\$1.87m increase from service utility fees received to fund the expansion scope at Glenayr Avenue in the Capital Works Program.</li> <li>\$0.90m increase from hoarding &amp; construction fee, of \$0.50m is from the Bondi Pavilion Upgrade project.</li> <li>The remaining \$0.40m attributes to the construction activities in the LGA are better than the previous quarter projection.</li> <li>\$0.20m increase in sundry income from Bondi Road insurance claim on the fire damage caused to the property</li> <li>\$0.14m increase from DA fee and advertising fees based on current trend</li> <li>\$0.04m increase in rental commercial from outdoor events</li> <li>\$0.02m increase from crane permits</li> <li>\$0.01m increase from planning proposal</li> <li>\$0.01m increase from certificate 603</li> <li>\$0.01m increase from legal recovery fee in DA</li> <li>\$0.42m decrease from Street Parking meters due to service activities have been affected by the COVID</li> <li>\$0.16m decrease from Building levy adjusted per changes on the Environmental Planning regulation</li> <li>\$0.15m decrease from workers compensation reimbursement, which will not be received in this year</li> <li>\$0.10m decrease from engineering plan assessment fee following the current trend</li> <li>\$0.08m decrease from commercial waste charges</li> <li>\$0.06m decrease from outdoor eating, rental commercial and trading right to match with YTD actual</li> <li>\$0.06m decrease from building certificate fee</li> <li>\$0.05m decrease from sponsorship fees which is not expected to receive from lifeguard services</li> <li>\$0.05m decrease from public health licence</li> <li>\$0.05m decrease from planning reform fee in DA</li> <li>\$0.04m decrease from course &amp; activities fees due to reduced activities</li> <li>\$0.03m decrease in film fees and charges from outdoor event</li> </ul> |
| 2 | <p>Unfavourable change of \$0.5m to other revenue mainly due to following reasons:</p> <ul style="list-style-type: none"> <li>\$0.88m decrease from parking fines income following the current trend</li> <li>\$0.11m decrease in sundry income from asset maintenance following the current trend</li> <li>\$0.19m increase in insurance claim for 1 Bondi Road property due to fire damage</li> <li>\$0.32m increase from sundry income which is from reimbursement of Bondi Beach COVID testing site to offset the COVID testing site traffic control expense increase.</li> </ul>  |

## Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

- 3 Unfavourable change of \$0.45m to Grants & Contributions - Operating due to following reasons:  
\$0.36m decrease from Sydney water contribution due to the Cliff Walk Remediation work cost deferral to next financial year.  
\$0.09m decrease from WCLP contribution due to service activities have been affected by the COVID
- 4 Favourable change of \$4.8m to Grants & Contributions - Capital due to following reasons:  
\$4.7m increase in Voluntary Planning Agreement Contribution for the 194 Oxford Street development  
\$0.11m increase from capital works contribution - NSW Spaces Legacy program grant for the Cliff work remediation project
- 5 Favourable change of \$0.19m to net gain on disposal of assets due to following reason:  
\$0.19m increase in proceeds from asset sales – plant & equipment due to additional items sold
- 6 Favourable change of \$0.85m to Employee Costs is mainly due to following reason:  
\$0.67m decrease in wages & salaries due to vacancies  
\$0.10m decrease in super defined benefit as less contribution is required from January 2022
- 7 Unfavourable change of \$0.24m to Consultant is mainly due to following reason:  
\$0.20m increase in consultant and technical assistance
- 8 Favourable change of \$0.33m to Other Expenses is mainly due to following reason:  
\$0.20m decrease in processing charges of parking fines due to lower volume of fines  
\$0.20m decrease in abandonment of fines by SDR due to lower volume of fines  
\$0.05m decrease in sustenance expenses from reduced face to face activities  
\$0.14m increase in equipment hire due to supplier cost increase for running events

Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**

for the period 01/10/21 to 31/12/21

**Capital Budget Review Statement**

Budget review for the quarter ended 31 December 2021

**Capital Budget - Council Consolidated**

(\$000's)	Original Budget 2021/22	Approved Changes		Revised Budget 2021/22	Variations for this Dec Qtr	Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards	Sep QBRs					
<b>Capital Expenditure</b>								
New Assets								
- Plant & Equipment	4,040	(1,747)	(1,010)	1,283			1,283	401
- Land & Buildings	862	70	(662)	270			270	59
- Roads, Bridges, Footpaths	8,826	2,214	512	11,552	140	1	11,692	4,638
- Other	5,450	111	(4,177)	1,384	(80)	2	1,304	351
Renewal Assets (Replacement)								
- Plant & Equipment								
- Land & Buildings	26,676	3,305	1,121	31,101	1,260	3	32,361	13,669
- Roads, Bridges, Footpaths	12,567	(704)	399	12,262	3,778	4	16,040	3,934
- Other	9,842	1,142	(1,554)	9,430	(307)	5	9,123	6,317
Loan Repayments (Principal)	447			447			447	222
<b>Total Capital Expenditure</b>	<b>68,711</b>	<b>4,391</b>	<b>(5,372)</b>	<b>67,730</b>	<b>4,792</b>		<b>72,521</b>	<b>29,592</b>
<b>Capital Funding</b>								
Rates & Other Untied Funding	13,012	(685)	(3,784)	8,543	286		8,829	5,852
Capital Grants & Contributions	17,790	635	2,212	20,636	1,620		22,256	9,850
Reserves:								
- External Restrictions/Reserves	10,335	(922)	(912)	8,501	3,171		11,672	3,668
- Internal Restrictions/Reserves	26,599	5,497	(2,440)	29,655	(478)		29,177	10,212
New Loans								
Receipts from Sale of Assets								
- Plant & Equipment	975	(134)	(447)	394	193		587	9
- Land & Buildings								
<b>Total Capital Funding</b>	<b>68,711</b>	<b>4,391</b>	<b>(5,372)</b>	<b>67,730</b>	<b>4,792</b>		<b>72,521</b>	<b>29,592</b>
<b>Net Capital Funding - Surplus/(Deficit)</b>	<b>(0)</b>	<b>0</b>	<b>(0)</b>	<b>- 0.00</b>	<b>0.00</b>		<b>- 0.00</b>	<b>- 0.00</b>

Attachment 1 - Q2 QBRS Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21

**Capital Budget Review Statement**  
**Recommended changes to revised budget**

Budget Variations being recommended include the following material items:

Notes	Details
1	Scope increase to include lighting funded from lighting and electrical programs.
2	Budget reduced to reflect design only cost in this financial year
3	Increase in Boot Factory to cover latent conditions such as failing brickwork, wall ties and non-compliant works as well as Covid 19 pandemic costs, and Bondi Pavilion increase funded by Hoarding Fees.
4	Increase mainly due to the project Safety by Design in Public Places with budget brought forward in the LTFP to deliver the Safety Improvements at Oxford Street Mall and Queen Elizabeth Drive, and Glenayr Avenue- Blair St to Hall St in line with the Ausgrid reimbursement received for restoration included in the project scope
5	Decrease mainly due to SAMP5 Bondi Park Lighting & CCTV Upgrades deferring to 2022/23 financial year as Ausgrid approval not yet received

Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**

for the period 01/10/21 to 31/12/21

**Cash & Investments Budget Review Statement**

Budget review for the quarter ended 31 December 2021

**Cash & Investments - Council Consolidated**

(\$000's)	Original Budget 2021/22	Approved Changes		Revised Budget 2021/22	Variations for this Dec Qtr	Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards & Other	Sep QBRs					
<b>Externally Restricted <sup>(1)</sup></b>								
Developer Contributions	22,309	510	3,849	26,668	1,854	1	28,522	24,409
Domestic Waste Reserve	12,168	608	351	13,128	89		13,217	7,431
Unexpended Grant/Subsidy	1,563	(426)	25	1,162	(14)		1,148	1,533
Stormwater Management Service Reserve	521	230	(35)	716	15		731	373
<b>Total Externally Restricted</b>	<b>36,561</b>	<b>922</b>	<b>4,190</b>	<b>41,673</b>	<b>1,944</b>		<b>43,618</b>	<b>33,747</b>
(1) Funds that must be spent for a specific purpose								
<b>Internally Restricted <sup>(2)</sup></b>								
Affordable Housing Program	1,938	(94)	(25)	1,819	63		1,882	1,911
Cemetery	514		61	574	22		596	952
Centralised - Other	10,158	(2,684)	(1,559)	5,914	285	2	6,199	12,129
Deposits & Bonds	16,290			16,290			16,290	16,290
Election	165			165			165	519
Employees Leave Entitlements	5,636			5,636			5,636	5,636
Property Investment Strategy	17,714	(2,949)	66	14,831	(617)	3	14,214	26,462
IT Equipment & Upgrade	933	(233)	(700)	( )			( )	1,854
Other Internal Restricted	5,488	(226)	695	5,957	29		5,986	6,169
Parking - Car Park	1,603	(29)	37	1,611	(14)		1,597	2,086
Parking - Meter	1,923		(29)	1,894			1,894	1,923
Plant & Vehicles Replacement	3,501	1,005	531	5,038	188	4	5,226	5,318
SAMP Infrastructure	11,684	(176)	(917)	10,591	38		10,629	11,615
Social Housing	568	(111)	(4)	452	80		532	526
Unexpended Loans	51		(51)					( )
<b>Total Internally Restricted</b>	<b>78,166</b>	<b>(5,497)</b>	<b>(1,895)</b>	<b>70,773</b>	<b>74</b>		<b>70,847</b>	<b>93,390</b>
(2) Funds that Council has earmarked for a specific purpose								
<b>Unrestricted (i.e. available after the above Res</b>	<b>12,553</b>			<b>12,553</b>			<b>12,553</b>	<b>19,307</b>
<b>Total Cash &amp; Investments</b>	<b>127,279</b>	<b>(4,575)</b>	<b>2,295</b>	<b>124,999</b>	<b>2,018</b>		<b>127,017</b>	<b>146,444</b>

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21

**Cash & Investments Budget Review Statement**

**Recommended changes to revised budget**

Budget Variations being recommended include the following material items:

Notes	Details
1	Increase in affordable housing contribution reserve due to increase in planning agreement
2	Increase centralised reserve holding by \$0.28m predominately as a result of the capital works projects timeframe realignment
3	Decrease property investment strategy reserve due to additional funding required for Boot Factory
4	Increase in proceeds from asset sales – plant & equipment due to additional items sold



## Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
 for the period 01/10/21 to 31/12/21

**Key Performance Indicators Budget Review Statement - Council specific KPI's**

Budget review for the quarter ended 31 December 2021

(\$000's)	Current Projection		Original Budget 21/22	Actuals Prior Periods	
	Amounts	Indicator		20/21	19/20
	21/22	21/22			

The Council monitors the following Key Performance Indicators:

**1. Operating Performance Ratio**

Total continuing operating revenue (1) excluding capital grants and contributions less operating expenses

Total continuing operating revenue (1) excluding capital grants and contributions

(7,365)	-5.6%	0.1%	-3.4%	-8.6%
132,518				

This ratio measures Council's achievement of containing operating expenditure within operating revenue.

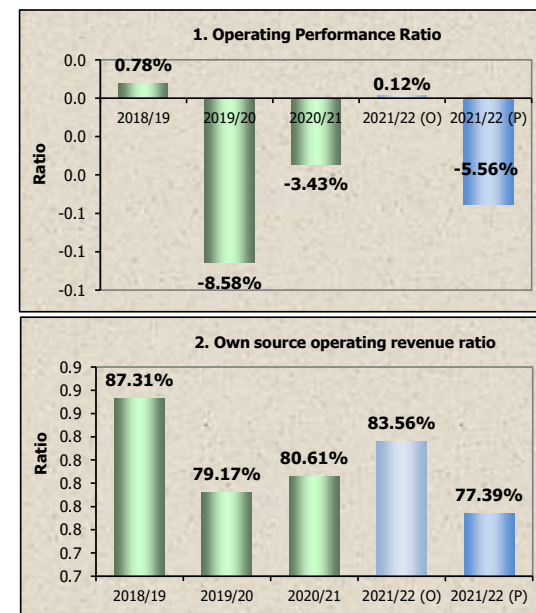
**2. Own source operating revenue ratio**

Total continuing operating revenue (1) excluding all grants and contributions

Total continuing operating revenue (1)

127,550	77%	84%	81%	79%
164,820				

This ratio measures fiscal flexibility. It is the degree of reliance on external funding sources such as operating grants and contributions.



## Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
 for the period 01/10/21 to 31/12/21

**Key Performance Indicators Budget Review Statement - Council specific KPI's**

Budget review for the quarter ended 31 December 2021

(\$000's)	Current Projection		Original Budget 21/22	Actuals	
	Amounts	Indicator		Prior Periods	
	21/22	21/22		20/21	19/20

**3. Unrestricted current ratio**

Current assets less all external restrictions (2)

102,826

3.6

3.6

5.5

7.2

Current liabilities less specific purpose liabilities (3, 4)

28,716

To assess the adequacy of working capital and its ability to satisfy obligations in the short term for the unrestricted activities of Council.

The Council monitors the following Key Performance Indicators:

**4. Debt service cover ratio**

Operating result (1) before capital excluding interest and depreciation/impairment/amortisation

15,285

29.8

43.9

18.2

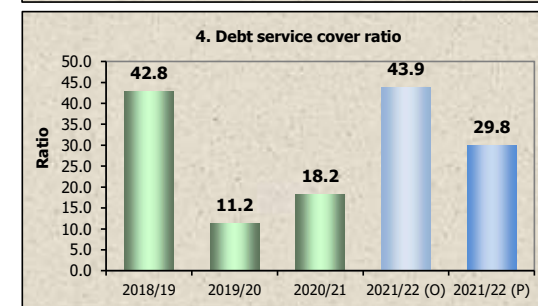
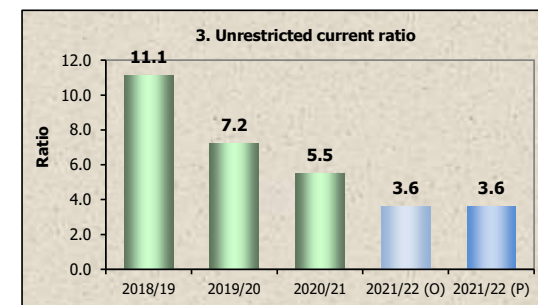
11.2

Principal repayments (Statement of Cash Flows)

513

plus borrowing costs (Income Statement)

This ratio measures the availability of operating cash to service debt including interest, principal and lease payments



Attachment 1 - Q2 QBRs Statement

Council Meeting 15 Feb 2022

Waverley Council

Quarterly Budget Review Statement  
for the period 01/10/21 to 31/12/21

Key Performance Indicators Budget Review Statement - Council specific KPI's

Budget review for the quarter ended 31 December 2021

(\$000's)	Current Projection		Original Budget 21/22	Actuals	
	Amounts	Indicator		Prior Periods	
	21/22	21/22		20/21	19/20

5. Rates, annual charges, interest and extra charges outstanding percentage	
Rates, annual and extra charges outstanding	2,789
Rates, annual and extra charges collectible	69,716

4.0%

5%

4%

5%

To assess the impact of uncollected rates and annual charges on Council's liquidity and the adequacy of recovery efforts.

6. Buildings and Infrastructure renewals ratio	
Asset Renewals	57,524
Depreciation, amortisation and impairment	18,881

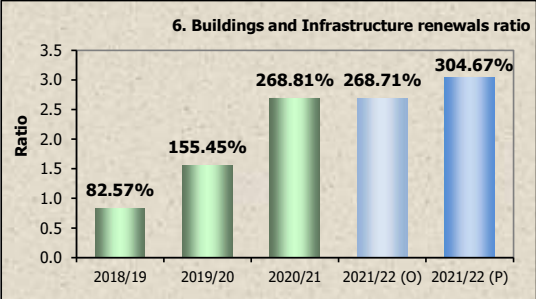
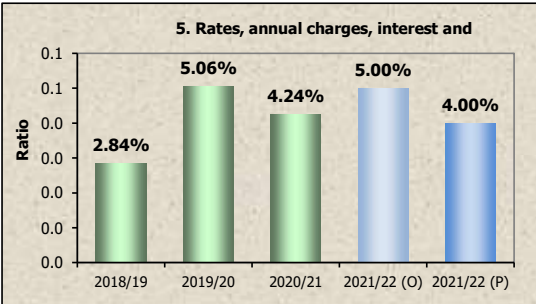
305%

269%

269%

155%

To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating



Attachment 1 - Q2 QBRS Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21

**Contracts Budget Review Statement**

Budget review for the quarter ended 31 December 2021

**Part A - Contracts Listing** - contracts entered into during the quarter

Contractor	Contract detail & purpose	Contract Value	Start Date	Duration of Contract	Budgeted (Y/N)
Datacom Systems (AU) Pty Ltd	Desktop Computer Replacement	382,432	18/10/21	6 Months	Y
Kytec Pty Ltd	Cisco Meraki Switch Replacement	511,441	22/10/21	12 Months	Y
Fyto-green Australia Pty Ltd	SkyParks Installation (2 Sites)	58,911	13/10/21	1 Month	Y
Waterfront Landscaping Pty Ltd	SkyParks Installation (1 Site)	53,823	13/10/21	1 Month	Y
Civeco Pty Ltd	Rosco Street Upgrades	388,288	06/10/21	2 Months	Y
RL Civil Pty Ltd	Macpherson St Traffic Islands	65,668	06/12/21	1 Month	Y
Quality Management & Construction Group Pty Ltd	Changes to Speed Limits in Waverley - Treatments & Linemarking	1,505,185	23/12/21	7 Months	Y

Notes:

1. Minimum reporting level is 1% of estimated income from continuing operations of Council or \$50,000 - whatever is the lesser
2. Contracts listed are those entered into during the quarter being reported and exclude contractors on Council's Preferred Supplier list.
3. Contracts for employment are not required to be included.

## Attachment 1 - Q2 QBRS Statement

Council Meeting 15 Feb 2022

Waverley Council

**Quarterly Budget Review Statement**  
for the period 01/10/21 to 31/12/21**Consultancy & Legal Expenses Budget Review Statement**

## Consultancy &amp; Legal Expenses Overview

<b>Expense</b>	<b>YTD Expenditure</b> (Actual Dollars)	<b>Budgeted</b> (Y/N)
<b>Consultancies</b>	<b>3,975,332</b>	<b>Y</b>
a. Operational	1,148,501	Y
b. Capital	2,826,831	Y
<b>Legal Fees</b>	<b>532,612</b>	<b>Y</b>
a. Operational	532,612	Y
b. Capital	-	

**Definition of a consultant:**

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by management. Generally it is the advisory nature of the work that differentiates a consultant from other contractors.



## Budget Review Project Expenditure - Capital Works

As at Period 06

Financial Year Ending June 2022

Table 4 - Capital Works Program Q2 Amendments	No of projects	Amount - \$'000	Capital Works Program Summary	Amount - \$'000
Project cost reduction	19	292	Q2 Amendments	
Project cost defer to 2022/23	6	1,174	No of Projects	163
Project cost increase/Correction	29	(6,113)	Expenditure	(69,964)
New Project	1	(100)	funding sources:	
Project Not going ahead	0		Grants and Contribution	20,690
Project Correction	0		New Borrowing	
			External Restricted Reserves	9,784
			Internal Restricted Reserves	30,107
			General Fund	9,384
<b>Total</b>	<b>55</b>	<b>(4,746)</b>		

Project Number	Project Description	Original Budget \$	Current Budget \$	Q2 Amendments \$	Proposed Estimate \$	Actuals \$	Commitments \$	YTD \$	YTD %	Report Commentary
<b>BUILD 01 - Buildings - Buildings</b>										
C0004	Bondi Bathers SLSC	(250,000)	(200,000)		(200,000)	(111,822)	(88,178)	(200,000)	100.00%	
C0006	Bondi Pavilion Conservation & Restoration	(8,750,000)	(12,705,136)	(491,517)	(13,196,653)	(8,288,555)	(4,974,966)	(13,263,521)	100.51%	I Hoarding fees to current completion date funded directly from operational income to allow correct capitalisation of project.
C0007	Bronte Surf Club & Community Facilities	(250,000)	(100,000)		(100,000)	(39,432)	(60,568)	(100,000)	100.00%	
C0125	South Bronte (Community Centre) Toilet	-	(42,220)	(6,020)	(48,240)	(26,818)	(21,422)	(48,240)	100.00%	I Increase in consultant fees to reflect DA conditions.
C0289	Bronte Pump House Upgrade and Pump Replace	(88,100)	(88,100)		(88,100)	(28,599)	(59,501)	(88,100)	100.00%	
C0547	Council Chambers Upgrade	(400,000)	(300,000)		(300,000)	(193,865)	(106,135)	(300,000)	100.00%	
C0688	Tamarama SLSC - Building Upgrade	(5,518,523)	(5,418,612)		(5,418,612)	(1,627,304)	(2,345,367)	(3,972,671)	73.32%	
C0708	Skate Park Amenities	-	(70,476)		(70,476)	(50,657)	(19,819)	(70,476)	100.00%	
C0712	2A Edmund Street (Social Housing) Redevelopm	(1,250,000)	(625,000)	500,000	(125,000)	(12,859)	(112,141)	(125,000)	100.00%	D DA approved by WLPP October 2021. Design in progress with construction to commence in mid 2022 therefore construction funding deferred to 2022/23. Additional latent conditions over contingency amount encountered including failing brickwork, wall ties and non compliant works as well as Covid 19 pandemic costs. Allowance made for further latent conditions.
C0726	Boot Factory Restoration and Mill Hill Upgrade	(6,318,100)	(7,842,643)	(1,200,000)	(9,042,643)	(2,016,270)	(6,291,970)	(8,308,241)	91.88%	I
C0837	Level 4 Office Eastgate	-	(34,050)		(34,050)	(34,050)	-	(34,050)	100.00%	I To cover extended period of temporary facilities due to delays in heritage approval.
C0867	Bondi Lifeguard Facilities Upgrade	(500,000)	(880,103)	(43,412)	(923,515)	(128,551)	(799,515)	(928,065)	100.49%	I
C0879	SAMP5 Tunnel 1 Feasibility Study and design	-	(20,000)		(20,000)	(8,380)	-	(8,380)	41.90%	
C0970	AIF Washbay Construction	(400,000)	(100,000)		(100,000)	(8,292)	-	(8,292)	8.29%	
C0980	Rowe Street Development	(462,400)	(100,000)		(100,000)	-	-	-	-	
C1027	Integriti access control system	-	(135,000)		(135,000)	(73,391)	(43,784)	(117,175)	86.80%	
<b>Total Buildings - Buildings</b>		<b>(24,187,123)</b>	<b>(28,661,340)</b>	<b>(1,240,949)</b>	<b>(29,902,289)</b>	<b>(12,648,845)</b>	<b>(14,923,366)</b>	<b>(27,572,211)</b>	<b>92.21%</b>	
<b>BUILD 02 - SAMP Amenities</b>										
<b>Total SAMP Amenities</b>		<b>(54,500)</b>	<b>(54,299)</b>	<b>27,500</b>	<b>(26,799)</b>	<b>(6,094)</b>	<b>(10,145)</b>	<b>(16,239)</b>	<b>60.60%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 03 - SAMP Carparks</b>										
<b>Total SAMP Carparks</b>		<b>(146,000)</b>	<b>(138,250)</b>	<b>(13,942)</b>	<b>(152,192)</b>	<b>(17,250)</b>	<b>(134,904)</b>	<b>(152,154)</b>	<b>99.98%</b>	I Adjustment across SAMP category to cover CCTV upgrades
<b>BUILD 04 - SAMP Cemeteries</b>										
<b>Total SAMP Cemeteries</b>		<b>(27,700)</b>	<b>(27,700)</b>	<b>16,800</b>	<b>(10,900)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 05 - SAMP Childcare Facilities</b>										
<b>Total SAMP Childcare Facilities</b>		<b>(212,000)</b>	<b>(218,150)</b>	<b>(23,158)</b>	<b>(241,308)</b>	<b>(14,104)</b>	<b>(56,561)</b>	<b>(70,664)</b>	<b>29.28%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 06 - SAMP Communit Centres &amp; Halls</b>										
<b>Total SAMP Communit Centres &amp; Halls</b>		<b>(270,000)</b>	<b>(263,409)</b>	<b>(19,300)</b>	<b>(282,709)</b>	<b>(145,216)</b>	<b>(43,930)</b>	<b>(189,146)</b>	<b>66.90%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 07 - SAMP Community Tenants</b>										
<b>Total SAMP Community Tenants</b>		<b>(296,000)</b>	<b>(41,562)</b>	<b>7,462</b>	<b>(34,100)</b>	<b>(25,300)</b>	<b>-</b>	<b>(25,300)</b>	<b>74.19%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 08 - SAMP Council Administration</b>										
<b>Total SAMP Council Administration</b>		<b>(242,900)</b>	<b>(66,400)</b>	<b>10,000</b>	<b>(56,400)</b>	<b>(55,361)</b>	<b>(6,802)</b>	<b>(62,163)</b>	<b>110.22%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 09 - SAMP Residential Lease</b>										
<b>Total SAMP Residential Lease</b>		<b>(205,200)</b>	<b>(204,000)</b>	<b>14,000</b>	<b>(190,000)</b>	<b>(75,043)</b>	<b>(9,530)</b>	<b>(84,573)</b>	<b>44.51%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 10 - Surf Clubs and Ancillary Coastal Facilities</b>										
<b>Total Surf Clubs and Ancillary Coastal Facilities</b>		<b>(140,800)</b>	<b>(57,970)</b>	<b>8,300</b>	<b>(49,670)</b>	<b>(29,716)</b>	<b>(9,970)</b>	<b>(39,686)</b>	<b>79.90%</b>	I Adjustment across SAMP category based priority scope requirements
<b>BUILD 11 - SAMP Commercial Buildings</b>										



## Budget Review Project Expenditure - Capital Works

As at Period 06

Financial Year Ending June 2022

Table 4 - Capital Works Program Q2 Amendments	No of projects	Amount - \$'000	Capital Works Program Summary	Amount - \$'000
Project cost reduction	19	292	Q2 Amendments	
Project cost defer to 2022/23	6	1,174	No of Projects	163
Project cost increase/Correction	29	(6,113)	Expenditure	(69,964)
New Project	1	(100)	funding sources:	
Project Not going ahead	0		Grants and Contribution	20,690
Project Correction	0		New Borrowing	
			External Restricted Reserves	9,784
			Internal Restricted Reserves	30,107
			General Fund	9,384
<b>Total</b>	<b>55</b>	<b>(4,746)</b>		

Project Number	Project Description	Original Budget \$	Current Budget \$	Q2 Amendments \$	Proposed Estimate \$	Actuals \$	Commitments \$	YTD \$	YTD %
<b>Total SAMP Commercial Buildings</b>									
		(207,000)	(115,000)	(1,800)	(116,800)	(22,287)	(3,800)	(26,087)	22.33%
<b>BUILD 12 - SAMP Social &amp; Affordable Housing</b>									
<b>Total SAMP Social &amp; Affordable Housing</b>									
		(127,000)	(127,000)	-	(127,000)	(45,268)	-	(45,268)	35.64%
<b>LIV 01 - Living - Corridors</b>									
C0041	Thomas Hogan Environmental Restoration Actic	(30,000)	(30,000)		(30,000)	(5,635)	(22,920)	(28,555)	95.18%
C0570	Revegetation - Thomas Hogan Revegetation (Deliv	-	(13,089)		(13,089)	(12,725)	-	(12,725)	97.22%
C0882	Greening Steep Slopes	-	(105,504)		(105,504)	(68,989)	(20,046)	(89,035)	84.39%
<b>Total Living - Corridors</b>									
		(30,000)	(148,593)	-	(148,593)	(87,349)	(42,965)	(130,314)	87.70%
<b>LIV 02 - Living - Trees</b>									
C0186	Planting Street Trees (SAMP 11)	(140,000)	(195,359)		(195,359)	(47,029)	(557)	(47,585)	24.36%
<b>Total Living - Trees</b>									
		(140,000)	(195,359)	-	(195,359)	(47,029)	(557)	(47,585)	24.36%
<b>LIV 04 - Living - Turf</b>									
C0263	Turf improvement program	(110,000)	(110,000)		(110,000)	(70,869)	-	(70,869)	64.43%
C0880	Sports Field Improvement Program	-	(30,944)		(30,944)	(17,585)	(13,359)	(30,944)	100.00% ▲
<b>Total Living - Turf</b>									
		(110,000)	(140,944)	-	(140,944)	(88,454)	(13,359)	(101,813)	72.24%
<b>PA 01 - Parking Infrastructure - Carparks</b>									
C0843	Car Park Access Infrastructure Upgrade	(1,350,000)	(1,350,000)		(1,350,000)	(543,091)	(700,606)	(1,243,696)	92.13%
C0844	On Street Parking Infrastructure (Meter Replace	-	(28,849)		(28,849)	-	(28,849)	(28,849)	100.00%
<b>Total Parking Infrastructure - Carparks</b>									
		(1,350,000)	(1,378,849)	-	(1,378,849)	(543,091)	(729,455)	(1,272,545)	92.29%
<b>PUB 01 - Public Domain Infrastructure - Lighting / Electrical Equipme</b>									
C0848	SAMPs Lighting & Electrical Infrastructure Rene	(100,000)	(100,000)	94,724	(5,276)	(5,110)	-	(5,110)	96.85%
C0851	SAMPs Bondi Park Lighting & CCTV upgrades	(772,000)	(963,853)	400,000	(563,853)	(28,793)	(2,450)	(31,243)	5.54%
<b>Total Public Domain Infrastructure - Lighting / Ele</b>									
		(872,000)	(1,063,853)	494,724	(569,129)	(33,902)	(2,450)	(36,352)	6.39%
<b>PUB 02 - Public Domain Infrastructure - Water Equipment</b>									
C0033	Irrigation Control System	-	0		0	-	-	-	-
C0704	Stormwater quality improvement project	-	-		-	-	(2)	(2)	-
C0849	SAMPs Water Equipment Renewal	(50,000)	(5,000)		(5,000)	(2,170)	-	(2,170)	43.40%
<b>Total Public Domain Infrastructure - Water Equip</b>									
		(50,000)	(5,000)	-	(5,000)	(2,170)	(2)	(2,172)	43.44%
<b>PUB 03 - Public Domain Infrastructure - Street Furniture</b>									
C0735	Small Park Signage - Delivery	-	(295)		(295)	(295)	-	(295)	100.00%
C0845	SAMPs - Bus Shelters, Seats and Benches, bike f	(250,000)	(131,842)	(150,000)	(281,842)	(8,012)	(273,830)	(281,842)	100.00%
C0850	Waverley signage strategy Implementation	(100,000)	(98,290)		(98,290)	(4,650)	(30,220)	(34,870)	35.48%
<b>Total Public Domain Infrastructure - Street Furnit</b>									
		(350,000)	(230,427)	(150,000)	(380,427)	(12,957)	(304,050)	(317,007)	83.33%
<b>PUB 04 - Public Domain Infrastructure - Structures</b>									
C0581	Cliff Walk Remediation	(1,000,000)	(500,000)	250,000	(250,000)	(98,359)	(84,871)	(183,230)	73.29%
C0811	Safety by design in public places	(500,000)	(1,732,000)	(1,773,945)	(3,505,945)	(492,424)	(823,954)	(1,316,378)	37.55%

C

D Report Commentary

Adjustment across SAMP category based priority scope requirements

X Funding source for lighting at the Birrell St/ Henrietta St crossing. Awaiting Ausgrid approval, estimated budget to deliver works  
D programmed for this financial year based on approval.

Urgent upgrade of electrical infrastructure at Bronte Park required and scope increase to include additional bus shelter and bike infrastructure.

DA approved by WLPP December. Design in progress with construction to commence later in 2022 therefore construction budget deferred to 2022/23.  
I Budget brought forward from LTFFP for works to Oxford St Mall and QED.



## Budget Review Project Expenditure - Capital Works

As at Period 06

Financial Year Ending June 2022

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Project Not going ahead	0		Grants and Contribution	20,690
Project Correction	0		New Borrowing	
			External Restricted Reserves	9,784
			Internal Restricted Reserves	30,107
			General Fund	9,384
<b>Total</b>	<b>55</b>	<b>(4,746)</b>		

Project Number	Project Description	Original Budget \$	Current Budget \$	Q2 Amendments \$	Proposed Estimate \$	Actuals \$	Commitments \$	YTD \$	YTD %	Report Commentary
C0847	Park Drive Retaining Wall - Remediation	-	(89,021)		(89,021)	-	-	-	-	
C0865	Coastal Fencing Renewal - Clarke Reserve	(100,000)	(220,332)	(27,825)	(248,157)	(223,661)	(25,635)	(249,297)	100.46%	I Budget increase to cover increases to installation costs.
C0883	SAMP5 - Other: Fences, Stairs, Edging, walls / Re	(300,000)	(130,000)	100,000	(30,000)	(14,813)	-	(14,813)	49.38%	
C0944	Rockfall remediation	-	(223,920)		(223,920)	(188,795)	(35,125)	(223,920)	100.00%	C works.
C0973	Waverley Cemetery Contemplation Shelters Rer	(75,000)	(50,000)		(50,000)	(4,732)	-	(4,732)	9.46%	
C0972	Southhead Cemetery Wall Remediation			(100,000)	(100,000)			-	-	N Budget for urgent Remediation Works
<b>Total Public Domain Infrastructure - Structures</b>		<b>(1,975,000)</b>	<b>(2,945,273)</b>	<b>(1,551,770)</b>	<b>(4,497,043)</b>	<b>(1,022,785)</b>	<b>(969,585)</b>	<b>(1,992,371)</b>	<b>44.30%</b>	
<b>ROAD 01 - Road Infrastructure - Kerb and Gutter</b>										
<b>Total Road Infrastructure - Kerb and Gutter</b>		<b>(716,928)</b>	<b>(321,967)</b>	<b>-</b>	<b>(321,967)</b>	<b>(108,999)</b>	<b>-</b>	<b>(108,999)</b>	<b>33.85%</b>	
<b>ROAD 03 - Road Infrastructure - Footpaths</b>										
<b>Total Road Infrastructure - Footpaths</b>		<b>(1,790,456)</b>	<b>(1,052,856)</b>	<b>-</b>	<b>(1,052,856)</b>	<b>(150,052)</b>	<b>(3,450)</b>	<b>(153,502)</b>	<b>14.58%</b>	
<b>ROAD 04 - Road Infrastructure - Stormwater Drainage</b>										
<b>Total Road Infrastructure - Stormwater Drainage</b>		<b>(445,000)</b>	<b>(215,380)</b>	<b>15,000</b>	<b>(200,380)</b>	<b>(31,590)</b>	<b>-</b>	<b>(31,590)</b>	<b>15.76%</b>	Adjustment across SAMP category based priority scope requirements
<b>ROAD 05 - Road Infrastructure - Transport</b>										
C0021	Bondi Junction Cycle Way / Street Scape Upgrac	(8,826,400)	(9,826,400)		(9,826,400)	(4,474,239)	(5,352,161)	(9,826,400)	100.00%	X Funding source for lighting at the Birrell St/ Henrietta St crossing.
C0709	Pedestrian Crossing Lighting Compliance	-	(95,000)	95,000	-	-	-	-	-	Project cost increase in line with the tendered contract price.
C0716	40km/hr speed zone review	(1,150,000)	(1,000,000)	(250,000)	(1,250,000)	(136,397)	(1,113,603)	(1,250,000)	100.00%	I Construction to commence Feb 2022
C0718	Coastal Path Improvements - Notts Ave	-	(100,525)		(100,525)	(34,878)	(59,823)	(94,701)	94.21%	
C0719	Coastal Path Improvements - Bronte Cutting	(750,000)	(1,265,107)		(1,265,107)	(1,122,588)	(74,505)	(1,197,094)	94.62%	
C0887	Local Village Beautification Planting	-	(267,265)	(27,292)	(294,557)	(181,790)	(114,149)	(295,939)	100.47%	I Budget for additional planters to be installed early 2022
C0942	OSH Pedestrian Crossing Upgrades	-	(262,363)		(262,363)	(261,371)	-	(261,371)	99.62%	
C0949	Syd Enfield Drive Bike Parking	-	(220,000)		(220,000)	-	-	-	-	
<b>Total Road Infrastructure - Transport</b>		<b>(10,726,400)</b>	<b>(13,036,660)</b>	<b>(182,292)</b>	<b>(13,218,952)</b>	<b>(6,211,262)</b>	<b>(6,714,242)</b>	<b>(12,925,504)</b>	<b>97.78%</b>	
<b>ROAD 06 - Road Infrastructure - Streetscape Upgrade</b>										
C0717	Charing Cross Streetscape Upgrade	(3,000,000)	(103,309)		(103,309)	(19,575)	(83,734)	(103,309)	100.00%	
<b>Total Road Infrastructure - Streetscape Upgrade</b>		<b>(3,000,000)</b>	<b>(103,309)</b>	<b>-</b>	<b>(103,309)</b>	<b>(19,575)</b>	<b>(83,734)</b>	<b>(103,309)</b>	<b>100.00%</b>	
<b>ROAD 07 - Road Infrastructure - Traffic Infrastructure</b>										
C0654	SAMP Street Signage and Linemarking	(70,000)	(20,000)	(16,531)	(36,531)	(29,462)	(7,793)	(37,255)	101.98%	I Budget increase to cover priority scope for 2021/22
C0729	Military Rd Pinch Points	-	(97,262)		(97,262)	(35,006)	(28,508)	(63,514)	65.30%	
C0754	19/20 - RC - Macpherson Street near Lugar Stre	-	(206,684)	16,173	(190,511)	(172,511)	-	(172,511)	90.55%	C Project completed, savings realised.
C0807	SAMP5 Renewal Roundabouts / Speedhumps Tr	(500,000)	(400,000)		(400,000)	(15,774)	(32,000)	(47,774)	11.94%	
C0940	2020/21 - TI - Old South Head Rd & Diamond Bay	-	(33,797)		(33,797)	(33,797)	(33,797)	(33,797)	100.00%	
C0950	Campbell Pde - Traffic Island Renewal	-	(142,980)	(2,646)	(145,626)	(4,125)	(142,980)	(147,105)	101.02%	I Budget increase to cover tendered amount.
C0951	Paul Street Bicycle Improvements	-	(61,102)	(340)	(61,442)	(57,391)	(4,051)	(61,442)	100.00%	I
C0952	Tamarama Marine Drive	-	(500,000)		(500,000)	(70,762)	(87,771)	(158,533)	31.71%	
C0953	Grafton Street Safety Fence Installation	-	(34,181)		(34,181)	(34,181)	-	(34,181)	100.00%	
C1029	York Road Slip Lane	-	(594,288)		(594,288)	(8,573)	-	(8,573)	1.44%	
C1030	Birrell Street Pedestrian Crossing - Henrietta Str	-	(150,000)	(140,000)	(290,000)	(4,327)	-	(4,327)	1.49%	X Scope increase to include lighting funded from lighting and electrical programs.
C1031	Macpherson Street Albion Street Roundabout R	-	(200,000)		(200,000)	(22,965)	(59,368)	(82,333)	41.17%	
<b>Total Road Infrastructure - Traffic Infrastructure</b>		<b>(570,000)</b>	<b>(2,440,294)</b>	<b>(143,344)</b>	<b>(2,583,638)</b>	<b>(455,076)</b>	<b>(396,268)</b>	<b>(851,345)</b>	<b>32.95%</b>	
<b>ROAD 08 - Road Infrastructure - Sealed Roads - Construction</b>										
<b>Total Road Infrastructure - Sealed Roads - Constr</b>		<b>(615,951)</b>	<b>(583,457)</b>	<b>-</b>	<b>(583,457)</b>	<b>(65,098)</b>	<b>-</b>	<b>(65,098)</b>	<b>11.16%</b>	
<b>ROAD 09 - Road Infrastructure - Sealed Roads - R2R construction</b>										





## Budget Review Project Expenditure - Capital Works

As at Period 06

Financial Year Ending June 2022

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<b>Total</b>	<b>55</b>	<b>(4,746)</b>		

Project Number	Project Description	Original Budget \$	Current Budget \$	Q2 Amendments \$	Proposed Estimate \$	Actuals \$	Commitments \$	YTD \$	YTD %	D Report Commentary
<b>Total Road Infrastructure - Sealed Roads - R2R cor</b>		<b>(282,865)</b>	<b>(284,504)</b>	<b>-</b>	<b>(284,504)</b>	<b>(27,227)</b>	<b>-</b>	<b>(27,227)</b>	<b>9.57%</b>	
<b>ROAD 10 - Road Infrastructure - Sealed Roads - Regional construction</b>										
<b>Total Road Infrastructure - Sealed Roads - Region:</b>		<b>(578,680)</b>	<b>(578,680)</b>	<b>-</b>	<b>(578,680)</b>	<b>(44,252)</b>	<b>-</b>	<b>(44,252)</b>	<b>7.65%</b>	
<b>ROAD 11 - Road Infrastructure - ROAD Infrastructure - Streetscape Rene</b>										
C0889	2020/21 - RC - Glenayr Avenue - Blair St to Hall S	(1,288,192)	(1,810,112)	(1,874,609)	(3,684,721)	(145,948)	(29,895)	(175,843)	4.77%	I Budget increase in line with Ausgrid and grant funding.
C0890	2020/21 - RC - Roscoe Street - Wellington St to Gl	(95,139)	(181,540)	(208,872)	(390,412)	(32,162)	(360,098)	(392,260)	100.47% ▲	I Additional budget required to cover road subbase costs
C0891	2020/21 - RC - Curlewis Street - Campbell Pde to	-	(100,000)		(100,000)	(53,877)	(37,575)	(91,452)	91.45%	
C0906	2020/21 - RC - York Road (Darley Rd to Queens P	(156,032)	(1,000,000)		(1,000,000)	(698,299)	(263,309)	(961,608)	96.16%	
<b>Total Road Infrastructure - ROAD Infrastructure -</b>		<b>(1,539,363)</b>	<b>(3,091,652)</b>	<b>(2,083,481)</b>	<b>(5,175,133)</b>	<b>(930,287)</b>	<b>(690,877)</b>	<b>(1,621,164)</b>	<b>31.33%</b>	
<b>RP 01 - Recreational &amp; Public Spaces - Recreational</b>										
C0562	Barracluff Park + Playground	-	(300,277)		(300,277)	(241,167)	(56,310)	(297,477)	99.07%	
C0567	Marlborough Reserve Upgrade	-	(25,545)		(25,545)	(21,563)	(3,982)	(25,545)	100.00%	
C0714	Public Art Commissions	(50,000)	(161,161)		(161,161)	(62,933)	(53,083)	(116,017)	71.99%	
C0854	Onslow Park and Playground	(135,000)	(135,000)		(135,000)	(8,525)	(30,544)	(39,069)	28.94%	
C0884	Belgrave Street Reserve Park and Playground Up	(100,000)	(100,000)		(100,000)	(6,690)	(3,207)	(9,896)	9.90%	
C0885	Waverley Park Slope Stabilisation and Path to N	(320,000)	(50,000)		(50,000)	(11,945)	(3,207)	(15,152)	30.30%	
C0886	Waverley Park Playground and Fitness Station U	(470,000)	(250,000)		(250,000)	(15,352)	(3,207)	(18,558)	7.42%	
C0946	North Bondi Mosaic Renewal	(280,000)	(150,000)		(150,000)	(8,833)	-	(8,833)	5.89%	
C0974	Bondi Pavilion Public Domain	(5,200,000)	(5,200,000)		(5,200,000)	(5,200,000)	-	(5,200,000)	100.00%	
C0975	SAMPS Park + Playground Planning & Design	(220,000)	(220,000)		(220,000)	(8,553)	(899)	(9,452)	4.30%	
C1032	Williams Park Walking Track	-	(283,000)		(283,000)	-	-	-	-	
<b>Total Recreational &amp; Public Spaces - Recreational</b>		<b>(6,775,000)</b>	<b>(6,874,983)</b>	<b>-</b>	<b>(6,874,983)</b>	<b>(5,585,561)</b>	<b>(154,438)</b>	<b>(5,740,000)</b>	<b>83.49%</b>	
<b>SUS 01 - Sustainability Infrastructure - Renewable Energy</b>										
C0438	Installation of EV charging stations	(93,000)	(93,000)		(93,000)	(2,217)	-	(2,217)	2.38%	
C0978	Facilities Sustainable Energy upgrades (Social Hc	(125,000)	-		-	(90)	-	(90)	-	
<b>Total Sustainability Infrastructure - Renewable En</b>		<b>(218,000)</b>	<b>(93,000)</b>	<b>-</b>	<b>(93,000)</b>	<b>(2,307)</b>	<b>-</b>	<b>(2,307)</b>	<b>2.48%</b>	
<b>SUS 03 - Sustainability Infrastructure - Stormwater &amp; Groundwater</b>										
C0813	SAMPS Renewal of SQID's & Harvesting Systems	(67,861)	(17,861)	(10,000)	(27,861)	-	-	-	-	I Budget increased in line with priority scope
C0977	North Bondi GPT	(390,000)	(390,000)	45,000	(345,000)	-	(18,510)	(18,510)	5.37%	C Design complete, cost estimate enables budget reduction.
C0979	Varna Park SQID	(305,000)	(50,000)	35,000	(15,000)	-	-	-	-	C Budget reduced to reflect design only this financial year.
<b>Total Sustainability Infrastructure - Stormwater &amp;</b>		<b>(762,861)</b>	<b>(457,861)</b>	<b>70,000</b>	<b>(387,861)</b>	<b>-</b>	<b>(18,510)</b>	<b>(18,510)</b>	<b>4.77%</b>	
<b>Grand Total</b>		<b>(59,494,727)</b>	<b>(65,217,980)</b>	<b>(4,746,250)</b>	<b>(69,964,230)</b>	<b>(28,553,506)</b>	<b>(25,322,950)</b>	<b>(53,876,456)</b>	<b>77.01%</b>	

Attachment 3 - 2021/22 Q2 Budget Statement by Directorate

Council meeting 15 February 2022

<b>WAVERLEY COUNCIL</b> <b>Q2 FY2021-22 Budget Statement</b>							
	Original Budget	Current Budget	Q2 Proposed Budget	Change in Q2 budget Increase/(Decrease)		FY2021-22 ACTUAL YTD Dec (incl. commitments)	% to Q2 Proposed Budget
				\$	%		
<b>Income</b>							
Rates & Annual Charges	67,507,203	67,507,203	67,507,203			67,354,554	99.8%
Investment Income	858,687	858,687	858,687			434,191	50.6%
User Charges	45,581,845	41,133,780	42,938,795	1,805,015	4.4%	21,600,821	50.3%
Other Revenues	19,644,641	16,183,234	15,658,343	(524,891)	(3.2%)	6,177,939	39.5%
Grants Subsidies & Contributions - Operational	5,509,401	6,003,221	5,554,712	(448,509)	(7.5%)	2,353,359	42.4%
<b>Subtotal - Operating Income</b>	<b>139,101,777</b>	<b>131,686,125</b>	<b>132,517,740</b>	<b>831,615</b>	<b>0.6%</b>	<b>97,920,864</b>	<b>73.9%</b>
Grants Subsidies & Contributions - Capital	20,961,023	26,910,473	31,715,473	4,805,000	17.9%	10,676,485	33.7%
Net gains from the disposal of assets	974,898	394,064	587,080	193,016	49.0%	9,091	1.5%
<b>Subtotal - Capital Income</b>	<b>21,935,921</b>	<b>27,304,537</b>	<b>32,302,553</b>	<b>4,998,016</b>	<b>18.3%</b>	<b>10,685,576</b>	<b>33.1%</b>
<b>Total Income</b>	<b>161,037,698</b>	<b>158,990,662</b>	<b>164,820,293</b>	<b>5,829,631</b>	<b>3.7%</b>	<b>108,606,440</b>	<b>65.9%</b>
<b>Expense and Loans Repayment</b>							
Employee Costs	(70,419,977)	(71,085,764)	(70,240,721)	845,043	1.2%	(35,634,139)	50.7%
Borrowing Expenses	(65,406)	(65,406)	(65,406)			(18,188)	27.8%
Materials & Contracts	(23,167,050)	(24,715,879)	(24,909,450)	(193,571)	(0.8%)	(9,161,600)	36.8%
Other Operating Expenses	(23,998,385)	(22,997,946)	(22,669,419)	328,527	1.4%	(11,168,624)	49.3%
<b>Subtotal - Operating Expense</b>	<b>(117,650,817)</b>	<b>(118,864,995)</b>	<b>(117,884,996)</b>	<b>979,999</b>	<b>0.8%</b>	<b>(55,982,551)</b>	<b>47.5%</b>
Other Capital Purchases	(4,286,945)	(2,064,479)	(2,109,744)	(45,265)	(2.2%)	(830,846)	39.4%
Capital Works Program	(63,976,398)	(65,217,980)	(69,964,230)	(4,746,250)	(7.3%)	(28,553,507)	40.8%
External Loans Principle Repayment	(447,206)	(447,206)	(447,206)			(222,068)	49.7%
<b>Subtotal - Capital Expense &amp; Loan Repayment</b>	<b>(68,710,549)</b>	<b>(67,729,665)</b>	<b>(72,521,180)</b>	<b>(4,791,515)</b>	<b>(7.1%)</b>	<b>(29,606,421)</b>	<b>40.8%</b>
<b>Total Expense</b>	<b>(186,361,367)</b>	<b>(186,594,660)</b>	<b>(190,406,176)</b>	<b>(3,811,516)</b>	<b>(2.0%)</b>	<b>(85,588,971)</b>	<b>45.0%</b>
<b>Performance Result before capital items and loan repayment - (Surplus)/Deficit</b>	<b>21,450,960</b>	<b>12,821,130</b>	<b>14,632,744</b>	<b>1,811,614</b>	<b>14.1%</b>	<b>41,938,313</b>	<b>286.6%</b>
<b>Performance Result after capital items and loan repayment- (Surplus)/Deficit</b>	<b>(25,323,669)</b>	<b>(27,603,999)</b>	<b>(25,585,884)</b>	<b>2,018,115</b>	<b>7.3%</b>	<b>23,017,468</b>	<b>-90.0%</b>
<b>Other Funding Sources from:</b>							
New Loans							
Transfers to Reserves	(12,618,547)	(17,527,954)	(22,393,837)	(4,865,883)	(27.8%)	(18,734,505)	83.7%
Transfer from Reserves	37,946,125	45,135,863	47,983,631	2,847,768	6.3%	14,591,509	30.4%
<b>Total new loan and reserves</b>	<b>25,327,578</b>	<b>27,607,909</b>	<b>25,589,793</b>	<b>(2,018,115)</b>	<b>(7.3%)</b>	<b>(4,142,996)</b>	<b>-16.2%</b>
<b>Budget Result - Surplus/(Deficit)</b>	<b>3,910</b>	<b>3,910</b>	<b>3,910</b>	<b>(0)</b>		<b>18,874,472</b>	

Attachment 3 - 2021/22 Q2 Budget Statement by Directorate

Council meeting 15 February 2022

**Customer Service and Organisational Improvement**  
**Q2 FY2021-22 Budget Statement**

	Original Budget	Current Budget	Q2 Proposed Budget	Change in Q2 budget Increase/(Decrease)		FY2021-22 ACTUAL YTD Dec (incl. commitments)	% to Q2 Proposed Budget
				\$	%		
<b>Income</b>							
Rates & Annual Charges							
Investment Income							
User Charges	4,009,198	3,856,257	3,767,357	(88,900)	(2.3%)	1,993,226	52.9%
Other Revenues	926,883	349,323	235,570	(113,753)	(32.6%)	227,425	96.5%
Grants Subsidies & Contributions - Operational	103,000	28,000	28,000			9,750	34.8%
<b>Subtotal - Operating Income</b>	<b>5,039,081</b>	<b>4,233,580</b>	<b>4,030,927</b>	<b>(202,653)</b>	<b>(4.8%)</b>	<b>2,230,401</b>	<b>55.3%</b>
Grants Subsidies & Contributions - Capital							
Net gains from the disposal of assets							
<b>Subtotal - Capital Income</b>							
<b>Total Income</b>	<b>5,039,081</b>	<b>4,233,580</b>	<b>4,030,927</b>	<b>(202,653)</b>	<b>(4.8%)</b>	<b>2,230,401</b>	<b>55.3%</b>
<b>Expense and Loans Repayment</b>							
Employee Costs	(16,612,288)	(16,658,648)	(16,465,526)	193,122	1.2%	(8,033,942)	48.8%
Borrowing Expenses							
Materials & Contracts	(6,385,176)	(8,259,404)	(8,113,435)	145,969	1.8%	(2,811,516)	34.7%
Other Operating Expenses	10,789,486	10,997,631	10,930,894	(66,737)	(0.6%)	4,536,707	41.5%
<b>Subtotal - Operating Expense</b>	<b>(12,207,978)</b>	<b>(13,920,421)</b>	<b>(13,648,067)</b>	<b>272,354</b>	<b>2.0%</b>	<b>(6,308,751)</b>	<b>46.2%</b>
Other Capital Purchases	(100,000)	(600,000)	(600,000)			(303,062)	50.5%
Capital Works Program	(4,580,000)						
External Loans Principle Repayment							
<b>Subtotal - Capital Expense &amp; Loan Repayment</b>	<b>(4,680,000)</b>	<b>(600,000)</b>	<b>(600,000)</b>			<b>(303,062)</b>	<b>50.5%</b>
<b>Total Expense</b>	<b>(16,887,978)</b>	<b>(14,520,421)</b>	<b>(14,248,067)</b>	<b>272,354</b>	<b>1.9%</b>	<b>(6,611,813)</b>	<b>46.4%</b>
<b>Performance Result before capital items and loan repayment - (Surplus)/Deficit</b>	<b>(7,168,897)</b>	<b>(9,686,841)</b>	<b>(9,617,140)</b>	<b>69,701</b>	<b>0.7%</b>	<b>(4,078,350)</b>	<b>42.4%</b>
<b>Performance Result after capital items and loan repayment- (Surplus)/Deficit</b>	<b>(11,848,897)</b>	<b>(10,286,841)</b>	<b>(10,217,140)</b>	<b>69,701</b>	<b>0.7%</b>	<b>(4,381,412)</b>	<b>42.9%</b>
<b>Other Funding Sources from:</b>							
New Loans							
Transfers to Reserves	(200,357)	(211,025)	(211,025)			(59,150)	28.0%
Transfer from Reserves	2,360,264	2,565,089	2,560,089	(5,000)	(0.2%)	(228,789)	-8.9%
<b>Total new loan and reserves</b>	<b>2,159,907</b>	<b>2,354,064</b>	<b>2,349,064</b>	<b>(5,000)</b>	<b>(0.2%)</b>	<b>(287,939)</b>	<b>-12.3%</b>
<b>Budget Result - Surplus/(Deficit)</b>	<b>(9,688,990)</b>	<b>(7,932,777)</b>	<b>(7,868,076)</b>	<b>64,701</b>		<b>(4,669,350)</b>	

Attachment 3 - 2021/22 Q2 Budget Statement by Directorate

Council meeting 15 February 2022

**Planning, Environment & Regulatory**  
**Q2 FY2021-22 Budget Statement**

	Original Budget	Current Budget	Q2 Proposed Budget	Change in Q2 budget Increase/(Decrease)		FY2021-22 ACTUAL YTD Dec (incl. commitments)	% to Q2 Proposed Budget
				\$	%		
<b>Income</b>							
Rates & Annual Charges							
Investment Income							
User Charges	17,002,197	15,350,197	15,678,458	328,261	2.1%	7,691,208	49.1%
Other Revenues	11,879,700	9,754,700	8,915,151	(839,549)	(8.6%)	3,047,296	34.2%
Grants Subsidies & Contributions - Operational	811,160	864,400	881,100	16,700	1.9%	657,570	74.6%
<b>Subtotal - Operating Income</b>	<b>29,693,057</b>	<b>25,969,297</b>	<b>25,474,709</b>	<b>(494,588)</b>	<b>(1.9%)</b>	<b>11,396,073</b>	<b>44.7%</b>
Grants Subsidies & Contributions - Capital	5,462,291	9,065,398	13,765,398	4,700,000	51.8%	3,393,430	24.7%
Net gains from the disposal of assets							
<b>Subtotal - Capital Income</b>	<b>5,462,291</b>	<b>9,065,398</b>	<b>13,765,398</b>	<b>4,700,000</b>	<b>51.8%</b>	<b>3,393,430</b>	<b>24.7%</b>
<b>Total Income</b>	<b>35,155,348</b>	<b>35,034,695</b>	<b>39,240,107</b>	<b>4,205,412</b>	<b>12.0%</b>	<b>14,789,504</b>	<b>37.7%</b>
<b>Expense and Loans Repayment</b>							
Employee Costs	(14,070,723)	(14,288,408)	(14,154,693)	133,715	0.9%	(7,109,898)	50.2%
Borrowing Expenses							
Materials & Contracts	(5,461,199)	(4,867,215)	(4,620,343)	246,872	5.1%	(1,718,050)	37.2%
Other Operating Expenses	(8,678,075)	(8,261,723)	(7,941,901)	319,822	3.9%	(3,585,674)	45.1%
<b>Subtotal - Operating Expense</b>	<b>(28,209,997)</b>	<b>(27,417,346)</b>	<b>(26,716,937)</b>	<b>700,409</b>	<b>2.6%</b>	<b>(12,413,623)</b>	<b>46.5%</b>
Other Capital Purchases							
Capital Works Program	(1,085,832)	(667,810)	(667,810)			(4,321)	0.6%
External Loans Principle Repayment							
<b>Subtotal - Capital Expense &amp; Loan Repayment</b>	<b>(1,085,832)</b>	<b>(667,810)</b>	<b>(667,810)</b>			<b>(4,321)</b>	<b>0.6%</b>
<b>Total Expense</b>	<b>(29,295,829)</b>	<b>(28,085,156)</b>	<b>(27,384,747)</b>	<b>700,409</b>	<b>2.5%</b>	<b>(12,417,944)</b>	<b>45.3%</b>
<b>Performance Result before capital items and loan repayment - (Surplus)/Deficit</b>	<b>1,483,060</b>	<b>(1,448,049)</b>	<b>(1,242,228)</b>	<b>205,821</b>	<b>14.2%</b>	<b>(1,017,549)</b>	<b>81.9%</b>
<b>Performance Result after capital items and loan repayment- (Surplus)/Deficit</b>	<b>5,859,519</b>	<b>6,949,539</b>	<b>11,855,360</b>	<b>4,905,821</b>	<b>70.6%</b>	<b>2,371,560</b>	<b>20.0%</b>
<b>Other Funding Sources from:</b>							
New Loans							
Transfers to Reserves	(5,597,099)	(9,205,206)	(13,899,706)	(4,694,500)	(51.0%)	(3,221,591)	23.2%
Transfer from Reserves	60,000	372,242	372,242			(19,962)	-5.4%
<b>Total new loan and reserves</b>	<b>(5,537,099)</b>	<b>(8,832,964)</b>	<b>(13,527,464)</b>	<b>(4,694,500)</b>	<b>(53.1%)</b>	<b>(3,241,553)</b>	<b>24.0%</b>
<b>Budget Result - Surplus/(Deficit)</b>	<b>322,420</b>	<b>(1,883,425)</b>	<b>(1,672,104)</b>	<b>211,321</b>		<b>(869,993)</b>	

Attachment 3 - 2021/22 Q2 Budget Statement by Directorate

Council meeting 15 February 2022

**Finance & Governance**  
**Q2 FY2021-22 Budget Statement**

	Original Budget	Current Budget	Q2 Proposed Budget	Change in Q2 budget Increase/(Decrease)		FY2021-22 ACTUAL YTD Dec (incl. commitments)	% to Q2 Proposed Budget
				\$	%		
<b>Income</b>							
Rates & Annual Charges	48,678,267	48,678,267	48,678,267			48,516,959	99.7%
Investment Income	858,687	858,687	858,687			434,191	50.6%
User Charges	306,500	324,500	334,500	10,000	3.1%	189,852	56.8%
Other Revenues	168,563	168,563	168,063	(500)	(0.3%)	67,449	40.1%
Grants Subsidies & Contributions - Operational	1,718,813	1,754,602	1,740,665	(13,937)	(0.8%)	685,607	39.4%
<b>Subtotal - Operating Income</b>	<b>51,730,830</b>	<b>51,784,619</b>	<b>51,780,182</b>	<b>(4,437)</b>	<b>(0.0%)</b>	<b>49,894,057</b>	<b>96.4%</b>
Grants Subsidies & Contributions - Capital							
Net gains from the disposal of assets							
<b>Subtotal - Capital Income</b>							
<b>Total Income</b>	<b>51,730,830</b>	<b>51,784,619</b>	<b>51,780,182</b>	<b>(4,437)</b>	<b>(0.0%)</b>	<b>49,894,057</b>	<b>96.4%</b>
<b>Expense and Loans Repayment</b>							
Employee Costs	(4,647,562)	(4,755,632)	(4,664,874)	90,758	1.9%	(2,584,822)	55.4%
Borrowing Expenses	(65,406)	(65,406)	(65,406)			(18,188)	27.8%
Materials & Contracts	(1,128,638)	(1,112,303)	(1,215,307)	(103,004)	(9.3%)	(291,950)	24.0%
Other Operating Expenses	2,479,990	2,503,278	2,562,068	58,790	2.3%	577,765	22.6%
<b>Subtotal - Operating Expense</b>	<b>(3,361,615)</b>	<b>(3,430,063)</b>	<b>(3,383,519)</b>	<b>46,544</b>	<b>1.4%</b>	<b>(2,317,196)</b>	<b>68.5%</b>
Other Capital Purchases							
Capital Works Program							
External Loans Principle Repayment	(447,206)	(447,206)	(447,206)			(222,068)	49.7%
<b>Subtotal - Capital Expense &amp; Loan Repayment</b>	<b>(447,206)</b>	<b>(447,206)</b>	<b>(447,206)</b>			<b>(222,068)</b>	<b>49.7%</b>
<b>Total Expense</b>	<b>(3,808,822)</b>	<b>(3,877,269)</b>	<b>(3,830,725)</b>	<b>46,544</b>	<b>1.2%</b>	<b>(2,539,264)</b>	<b>66.3%</b>
<b>Performance Result before capital items and loan repayment - (Surplus)/Deficit</b>	<b>48,369,215</b>	<b>48,354,556</b>	<b>48,396,663</b>	<b>42,107</b>	<b>0.1%</b>	<b>47,576,861</b>	<b>98.3%</b>
<b>Performance Result after capital items and loan repayment- (Surplus)/Deficit</b>	<b>47,922,008</b>	<b>47,907,350</b>	<b>47,949,457</b>	<b>42,107</b>	<b>0.1%</b>	<b>47,354,793</b>	<b>98.8%</b>
<b>Other Funding Sources from:</b>							
New Loans							
Transfers to Reserves	(1,470,654)	(2,929,661)	(3,008,048)	(78,387)	(2.7%)	(1,851,122)	61.5%
Transfer from Reserves	450,000	3,002,447	2,969,162	(33,285)	(1.1%)		
<b>Total new loan and reserves</b>	<b>(1,020,654)</b>	<b>72,786</b>	<b>(38,886)</b>	<b>(111,672)</b>	<b>(153.4%)</b>	<b>(1,851,122)</b>	<b>4760.4%</b>
<b>Budget Result - Surplus/(Deficit)</b>	<b>46,901,354</b>	<b>47,980,136</b>	<b>47,910,571</b>	<b>(69,565)</b>		<b>45,503,671</b>	



**Communitiy Assets & Operations**  
**Q2 FY2021-22 Budget Statement**

	Original Budget	Current Budget	Q2 Proposed Budget	Change in Q2 budget Increase/(Decrease)		FY2021-22 ACTUAL YTD Dec (incl. commitments)	% to Q2 Proposed Budget
				\$	%		
<b>Income</b>							
Rates & Annual Charges	18,828,936	18,828,936	18,828,936			18,837,595	100.0%
Investment Income							
User Charges	24,263,950	21,602,826	23,158,480	1,555,654	7.2%	11,726,537	50.6%
Other Revenues	6,669,495	5,910,648	6,339,559	428,911	7.3%	2,835,769	44.7%
Grants Subsidies & Contributions - Operational	2,876,428	3,356,219	2,904,947	(451,272)	(13.4%)	1,000,432	34.4%
<b>Subtotal - Operating Income</b>	<b>52,638,809</b>	<b>49,698,629</b>	<b>51,231,922</b>	<b>1,533,293</b>	<b>3.1%</b>	<b>34,400,332</b>	<b>67.1%</b>
Grants Subsidies & Contributions - Capital	15,498,732	17,845,075	17,950,075	105,000	0.6%	7,283,055	40.6%
Net gains from the disposal of assets	974,898	394,064	587,080	193,016	49.0%	9,091	1.5%
<b>Subtotal - Capital Income</b>	<b>16,473,630</b>	<b>18,239,139</b>	<b>18,537,155</b>	<b>298,016</b>	<b>1.6%</b>	<b>7,292,146</b>	<b>39.3%</b>
<b>Total Income</b>	<b>69,112,439</b>	<b>67,937,768</b>	<b>69,769,077</b>	<b>1,831,309</b>	<b>2.7%</b>	<b>41,692,478</b>	<b>59.8%</b>
<b>Expense and Loans Repayment</b>							
Employee Costs	(35,089,404)	(35,383,076)	(34,955,628)	427,448	1.2%	(17,905,477)	51.2%
Borrowing Expenses							
Materials & Contracts	(10,192,037)	(10,476,958)	(10,960,366)	(483,408)	(4.6%)	(4,340,083)	39.6%
Other Operating Expenses	(28,589,786)	(28,237,132)	(28,220,480)	16,652	0.1%	(12,697,421)	45.0%
<b>Subtotal - Operating Expense</b>	<b>(73,871,227)</b>	<b>(74,097,166)</b>	<b>(74,136,474)</b>	<b>(39,308)</b>	<b>(0.1%)</b>	<b>(34,942,981)</b>	<b>47.1%</b>
Other Capital Purchases	(4,186,945)	(1,464,479)	(1,509,744)	(45,265)	(3.1%)	(527,784)	35.0%
Capital Works Program	(58,310,566)	(64,550,170)	(69,296,420)	(4,746,250)	(7.4%)	(28,549,186)	41.2%
External Loans Principle Repayment							
<b>Subtotal - Capital Expense &amp; Loan Repayment</b>	<b>(62,497,511)</b>	<b>(66,014,649)</b>	<b>(70,806,164)</b>	<b>(4,791,515)</b>	<b>(7.3%)</b>	<b>(29,076,969)</b>	<b>41.1%</b>
<b>Total Expense</b>	<b>(136,368,738)</b>	<b>(140,111,815)</b>	<b>(144,942,638)</b>	<b>(4,830,823)</b>	<b>(3.4%)</b>	<b>(64,019,951)</b>	<b>44.2%</b>
<b>Performance Result before capital items and loan repayment - (Surplus)/Deficit</b>	<b>(21,232,418)</b>	<b>(24,398,537)</b>	<b>(22,904,552)</b>	<b>1,493,985</b>	<b>6.1%</b>	<b>(542,649)</b>	<b>2.4%</b>
<b>Performance Result after capital items and loan repayment- (Surplus)/Deficit</b>	<b>(67,256,299)</b>	<b>(72,174,047)</b>	<b>(75,173,561)</b>	<b>(2,999,514)</b>	<b>(4.2%)</b>	<b>(22,327,473)</b>	<b>29.7%</b>
<b>Other Funding Sources from:</b>							
New Loans							
Transfers to Reserves	(5,350,437)	(5,182,063)	(5,275,059)	(92,996)	(1.8%)	(13,602,642)	257.9%
Transfer from Reserves	35,075,861	39,196,085	42,082,138	2,886,053	7.4%	14,840,259	35.3%
<b>Total new loan and reserves</b>	<b>29,725,424</b>	<b>34,014,022</b>	<b>36,807,079</b>	<b>2,793,057</b>	<b>8.2%</b>	<b>1,237,617</b>	<b>3.4%</b>
<b>Budget Result - Surplus/(Deficit)</b>	<b>(37,530,875)</b>	<b>(38,160,025)</b>	<b>(38,366,482)</b>	<b>(206,457)</b>		<b>(21,089,855)</b>	

## REPORT CM/7.5/22.02



**Subject:** Investment Portfolio Report - November 2021, December 2021 and January 2022

**TRIM No:** A03/2211

**Author:** Sid Ali, Revenue Co-ordinator  
Teena Su, Executive Manager, Finance

**Director:** Richard Sheridan, Interim Director, Finance and Governance

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### RECOMMENDATION:

That Council:

1. Receives and notes the Investment Summary Report for November 2021, December 2021 and January 2022 attached to the report.
2. Notes that the Interim Director, Finance and Governance, as the responsible accounting officer, advises 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 months of November, December and January Council's investment portfolio generated \$52,572, \$77,035, and \$63,493 in interest respectively.

The interest on investment budget for the 2021–22 financial year was adopted by Council at its meeting on 22 June 2021 and was set at \$858,678.

The interest income for year to date achieved 57.96% (\$497,684) of the current approved budget forecast of \$858,678.

#### 2. Introduction/Background

Clause 212 of the *Local Government (General) Regulation 2021* 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* (the Act) and certifying that these investments have been made in accordance with the Act, regulations, Ministerial Investment Orders and Council's Investment Policy.

The table below illustrates the monthly interest income received by Council and performance against the budget.

Table 1. Monthly interest income received by Council.

Month	2021/22 Budget (\$)	Actual Monthly (\$)	Actual YTD (\$)	Tracking Budget (%)
July	858,687	89,930	89,930	10.47%
August	858,687	74,739	164,669	19.18%
September	858,687	76,282	240,951	28.06%
October	858,687	63,632	304,584	35.47%
November	858,687	52,572	357,156	41.59%
December	858,687	77,035	434,191	50.56%
January	858,687	63,493	497,684	57.96%

### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 23 November 2021	CM/7.3/21.11	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Receives and notes the Investment Summary Report for October 2021 attached to the report.</li> <li>2. Notes that the Director, Finance and Governance, as the responsible accounting officer, advises that all investments have been made in accordance with the requirements of section 625 of the <i>Local Government Act 1993</i> and directions from the Minister for Local Government, including Ministerial Investment Orders, and Council's Investment Policy.</li> </ol>

### 4. Discussion

As at 31 January 2021, Council's cash investment portfolio for the financial year, generated interest earnings of \$497,684 representing 57.96% of the current approved budget of \$858,687.

Council's investment portfolio posted a marked-to-market decline of -1.50% pa for the month of January against the bank bill index benchmark return of 0.06% pa.

Without marked-to-market influences, Council's investment portfolio yielded 0.62% pa for the month. This is based on the actual interest rates being received on existing investments and excludes the underlying changes to the market value of the securities/deposits.

Over the last 12 months, Council's investment portfolio has exceeded the Ausbond bank bill index benchmark by 1.22% pa (1.25% vs 0.03% pa).

During January, Council's investment portfolio had \$5m in two 12-month term deposits mature with a rates of 0.55%. Council then invested \$3m in a 12-month Westpac Green TD paying 0.75%, indicative of the rise in rates over the past 12 months.

The NSW TCorpIM Long Term Growth Fund reflected the volatility in the global share markets, with a result of -1.82% for the month.



As at 31 January 2022, Council's investment portfolio has a current market value of \$145,085,166, which represents a gain of \$213,983 on the \$144,871,183 face value of the portfolio. The table below provides a summary by investment (asset) type.

*Table 2. Portfolio value – Summary by investment (asset) type.*

Asset Group	Face Value	Current value
Cash	\$16,379,628	\$16,379,628
Floating Rate Note	\$33,250,000	\$33,174,633
Floating Rate Term Deposits	\$2,500,000	\$2,506,038
Managed Funds	\$16,241,555	\$16,241,555
Term Deposit	\$76,500,000	\$76,783,312
<b>Total</b>	<b>\$144,871,183</b>	<b>\$145,085,166</b>

### Analysis

Attached to this report are the summaries of the investment portfolio for the months of November 21 to January 22. These reports are prepared by Council's independent financial advisor, Prudential Investment Services Corp.

For the past 12 months, the investment portfolio has returned 1.25% pa, exceeding the bank bill index benchmark's 0.03% pa by 1.22% pa as shown in the table below:

*Table 3. Portfolio return.*

Month	Portfolio Return %	Ausbond BB Index %	Variance %
Feb-21	0.92	-0.01	0.93
Mar-21	2.52	0.02	2.50
Apr-21	2.81	0.04	2.77
May-21	1.96	0.05	1.91
Jun-21	2.94	0.03	2.91
Jul-21	2.63	0.04	2.59
Aug-21	2.43	0.02	2.41
Sep-21	-2.00	0.01	-2.01
Oct-21	-1.01	-0.01	-1.00
Nov-21	1.72	0.07	1.65
Dec-21	1.79	0.04	1.75
Jan-22	-1.50	0.06	-1.56
<b>Average % return Over the last 12 months</b>	<b>1.25</b>	<b>0.03</b>	<b>1.22</b>

Council has a well-diversified portfolio invested among a range of term deposits, floating rate bonds from highly rated Australian ADIs as well as growth assets via holdings in the NSW TCorp Long Term Growth Fund. Council remains within its investment policy credit limits and term to maturity limits while generating sound returns above benchmark in the current low interest environment. It is expected that Council can continue to achieve above benchmark returns with prudent investment selection for its short- and long-term holdings.

### Investments in ethically, socially and environmentally beneficial alternatives

As at the end of January 2022, 75.8% of Council's portfolio was invested in non-fossil-fuel-lending ADIs and socially responsible investments, while fossil-fuel-lending ADIs (including the daily operation fund) accounted for 13% of the portfolio. The remaining 11.2% is invested with TCorp.

Over the period of 44 months, from June 2018 to January 2022, Council has reduced its investment in fossil-fuel-lending ADIs from 59% to 13%, as displayed in Figure 1 below.

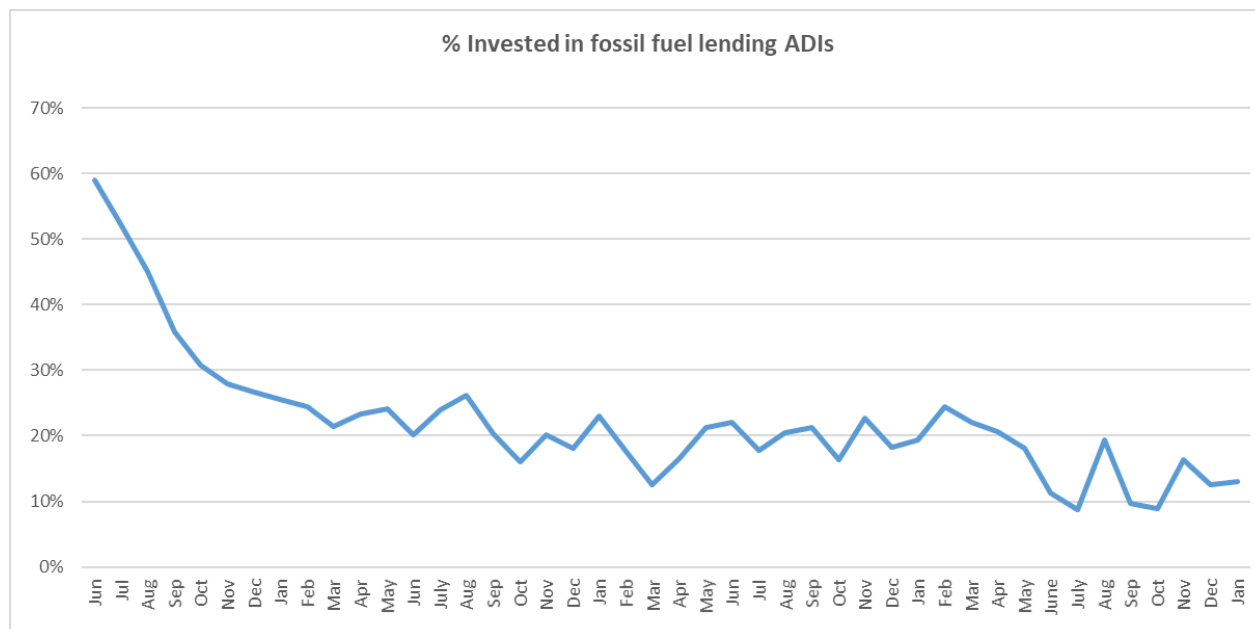


Figure 1. Investments in fossil-fuel-lending ADIs.

When excluding the working capital funds held in the CBA bank account (a fossil-fuel-lending bank) to meet day-to-day operating requirements, 85.41% of Council's investment portfolio was invested in non-fossil-fuel-lending ADIs and socially responsible investments, while fossil-fuel-lending ADIs accounted for 1.95% of the portfolio. The remaining 12.64% is invested with TCorp as displayed in Figure 2 below.

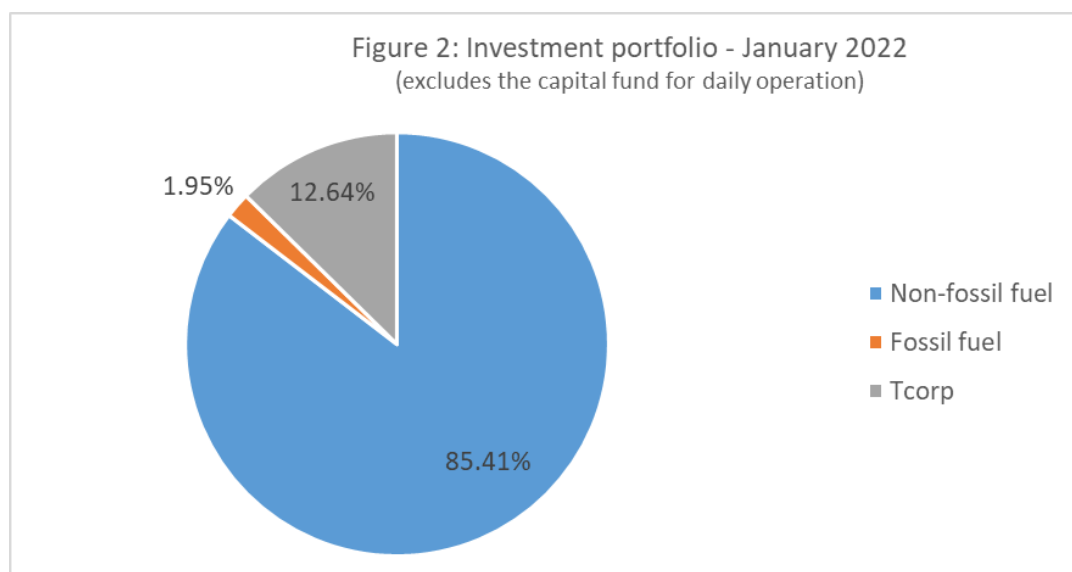


Figure 2. Investment portfolio – January 2022.

During January, Council's investment portfolio had \$5m in two 12-month term deposits mature with a rate of 0.55%. Council then invested \$3m in a 12-month Westpac Green TD paying 0.75%, indicative of the rise in rates over the past 12 months.

#### **5. Financial impact statement/Time frame/Consultation**

This report has been prepared in consultation with Council's independent financial advisor, Prudential Investment Services Corp.

#### **6. Conclusion**

**7.**

Council's investment portfolio has achieved interest earning of \$497,684 for the year to date, representing 57.96% of the current approved budget forecast of \$858,678.

#### **8. Attachments**

1. Investment Summary Report - November 2021 [↓](#)
2. Investment Summary Report - December 2021 [↓](#)
3. Investment Summary Report - January 2022 [↓](#) .



## Investment Summary Report November 2021

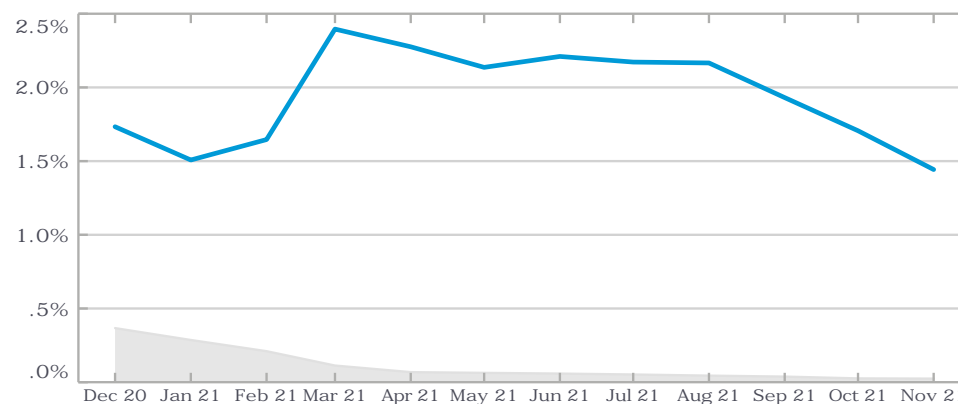
# Waverley Council Executive Summary - November 2021



## Investment Holdings

	Face Value (\$)	Current Value (\$)
Cash	22,518,564.00	22,518,564.00
Floating Rate Note	33,250,000.00	33,213,364.86
Floating Rate Term Deposits	2,500,000.00	2,501,176.27
Managed Funds	16,310,707.49	16,310,707.49
Term Deposit	78,500,000.00	78,746,925.81
	153,079,271.49	153,290,738.43

## Investment Performance

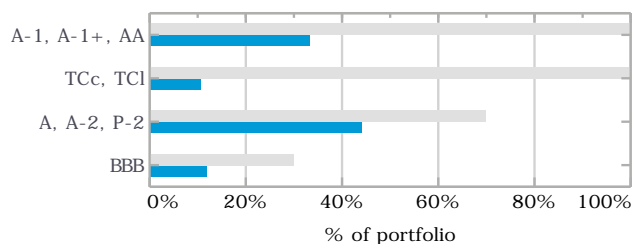


■ Portfolio Rolling 12 month return

■ AusBond BB Index Rolling 12 month Return

## Investment Policy Compliance

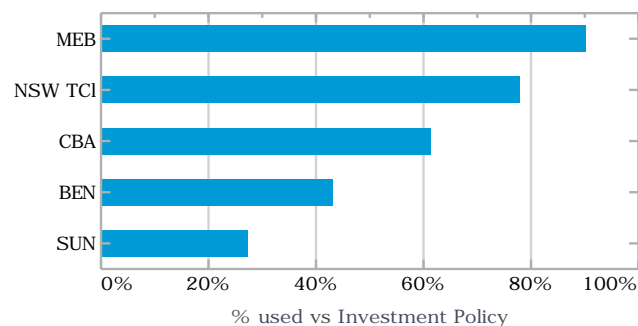
### Total Credit Exposure



■ Portfolio Exposure

■ Investment Policy Limit

### Highest Individual Exposures



% used vs Investment Policy

### Term to Maturities

Maturity Profile	Face Value (\$)	Policy Max
Between 0 and 1 Year	122,229,271	80% 100%
Between 1 and 3 Years	10,550,000	7% 50%
Between 3 and 10 Years	20,300,000	13% 30%
	153,079,271	

# Waverley Council

## Investment Holdings Report - November 2021



### Cash Accounts

Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference
20,091,531.56	0.2000%	Commonwealth Bank of Australia	A-1+	20,091,531.56	120789	24hr Call
1,879,082.45	0.0000%	Commonwealth Bank of Australia	A-1+	1,879,082.45	120794	General Funds
14,185.93	0.0000%	Commonwealth Bank of Australia	A-1+	14,185.93	120795	Trust Funds
39,520.00	0.0000%	Commonwealth Bank of Australia	A-1+	39,520.00	120796	Cemetery Funds
10,000.00	0.0000%	Commonwealth Bank of Australia	A-1+	10,000.00	120797	Depositor Funds
440,112.47	0.0000%	Commonwealth Bank of Australia	A-1+	440,112.47	120799	Library CP
3,639.40	0.0000%	Commonwealth Bank of Australia	A-1+	3,639.40	120800	Eastgate CP
2,917.84	0.0000%	Commonwealth Bank of Australia	A-1+	2,917.84	120801	Hollywood Av CP
37,574.35	0.0000%	Commonwealth Bank of Australia	A-1+	37,574.35	370151	Library Gift
22,518,564.00	0.1784%			22,518,564.00		

### Managed Funds

Face Value (\$)	Monthly Return	Institution	Credit Rating	Fund Name	Current Value (\$)	Deal No.	Reference
2,191,198.48	0.1421%	NSW T-Corp (Cash)	TCc	Short Term Income Fund	2,191,198.48	411310	Builder Deposits
2,211,126.34	0.0530%	NSW T-Corp (Cash)	TCc	Cash Fund	2,211,126.34	505262	
11,908,382.67	1.6367%	NSW T-Corp (LT)	TCl	Long Term Growth Fund	11,908,382.67	538089	
16,310,707.49					16,310,707.49		

### Term Deposits

Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
1-Dec-21	3,000,000.00	0.5200%	Commonwealth Bank of Australia	A-1+	3,000,000.00	1-Dec-20	3,015,600.00	540632	15,600.00	At Maturity	Green
11-Jan-22	2,000,000.00	0.5500%	Auswide Bank	P-2	2,000,000.00	12-Jan-21	2,009,734.25	540819	9,734.25	At Maturity	
25-Jan-22	3,000,000.00	0.5500%	Auswide Bank	P-2	3,000,000.00	25-Jan-21	3,014,013.70	540888	14,013.70	At Maturity	
1-Feb-22	2,500,000.00	0.4100%	Commonwealth Bank of Australia	A-1+	2,500,000.00	10-Feb-21	2,508,256.16	540937	8,256.16	At Maturity	Green
8-Feb-22	3,000,000.00	3.0500%	Newcastle Permanent Building Society	A-2	3,000,000.00	19-Feb-19	3,071,445.21	537553	71,445.21	Annually	
8-Mar-22	2,000,000.00	1.7000%	Auswide Bank	P-2	2,000,000.00	5-Mar-20	2,025,243.84	539531	25,243.84	Annually	

# Waverley Council

## Investment Holdings Report - November 2021



Term Deposits											
Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
15-Mar-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	12-Mar-21	3,010,849.32	541161	10,849.32	At Maturity	
15-Mar-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	16-Mar-21	3,010,684.93	541203	10,684.93	At Maturity	
29-Mar-22	4,000,000.00	0.5000%	ME Bank	A-2	4,000,000.00	30-Mar-21	4,013,479.45	541231	13,479.45	At Maturity	
19-Apr-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	16-Aug-21	3,004,397.26	541746	4,397.26	At Maturity	
3-May-22	2,500,000.00	0.5000%	ME Bank	A-2	2,500,000.00	28-Apr-21	2,507,431.51	541290	7,431.51	At Maturity	
10-May-22	1,500,000.00	0.5000%	ME Bank	A-2	1,500,000.00	18-May-21	1,504,047.95	541347	4,047.95	At Maturity	
24-May-22	1,500,000.00	0.5000%	ME Bank	A-2	1,500,000.00	18-May-21	1,504,047.95	541348	4,047.95	At Maturity	
7-Jun-22	1,500,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	1,500,000.00	9-Sep-21	1,501,023.29	541886	1,023.29	At Maturity	
14-Jun-22	4,000,000.00	0.5500%	ME Bank	A-2	4,000,000.00	16-Jun-21	4,010,126.03	541541	10,126.03	At Maturity	
21-Jun-22	1,500,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	1,500,000.00	9-Sep-21	1,501,023.29	541887	1,023.29	At Maturity	
28-Jun-22	3,000,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	7-Sep-21	3,002,095.89	541865	2,095.89	At Maturity	
12-Jul-22	3,000,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	13-Sep-21	3,001,947.95	541896	1,947.95	At Maturity	
19-Jul-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	20-Jul-21	3,005,506.85	541669	5,506.85	At Maturity	
2-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,004,643.84	541733	4,643.84	At Maturity	
9-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,004,643.84	541734	4,643.84	At Maturity	
16-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,004,643.84	541735	4,643.84	At Maturity	
23-Aug-22	2,500,000.00	0.3000%	Commonwealth Bank of Australia	A-1+	2,500,000.00	24-Aug-21	2,502,034.25	541770	2,034.25	At Maturity	Green
26-Aug-22	5,000,000.00	0.3500%	Suncorp Bank	A-1	5,000,000.00	26-Aug-21	5,004,650.68	541782	4,650.68	At Maturity	
2-Sep-22	2,000,000.00	0.3100%	Commonwealth Bank of Australia	A-1+	2,000,000.00	3-Sep-21	2,001,511.78	541834	1,511.78	At Maturity	Green
13-Sep-22	2,000,000.00	0.3800%	Great Southern Bank	A-2	2,000,000.00	14-Sep-21	2,001,624.11	541899	1,624.11	At Maturity	
8-Nov-22	2,000,000.00	0.8000%	Auswide Bank	P-2	2,000,000.00	3-Nov-20	2,001,227.40	540548	1,227.40	Annually	
15-Nov-22	3,000,000.00	0.5400%	Westpac Group	A-1+	3,000,000.00	18-Nov-21	3,000,576.99	542104	576.99	Quarterly	Green
22-Nov-22	3,000,000.00	0.5600%	Westpac Group	A-1+	3,000,000.00	22-Nov-21	3,000,414.25	542108	414.25	Quarterly	Green
78,500,000.00		0.5964%			78,500,000.00		78,746,925.81		246,925.81		

# Waverley Council

## Investment Holdings Report - November 2021



### Floating Rate Term Deposits

Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Interest Date	Reference Date
16-May-22	2,500,000.00	1.1449%	Westpac Group 3moBBSW+ 1.10%	A-1+	2,500,000.00	16-May-17	2,501,176.27	535241	1,176.27	16-Feb-22	
	2,500,000.00	1.1449%			2,500,000.00		2,501,176.27		1,176.27		

### Floating Rate Notes

Maturity Date	Face Value (\$)	Rate (% pa)	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Date	Reference Date
28-Oct-22	2,400,000.00	0.9612%	TMB Snr FRN (Oct22) BBSW+0.90%	A-2	2,400,000.00	28-Oct-19	2,415,204.87	538616	2,148.87	28-Jan-22	
2-Dec-22	3,000,000.00	0.9127%	BOz 'SRI' Snr FRN (Dec22) BBSW+0.90%	BBB	3,000,000.00	2-Dec-19	3,021,151.48	538825	6,751.48	2-Dec-21	
25-Jan-23	1,250,000.00	1.0920%	BEN Snr FRN (Jan23) BBSW+1.05%	BBB+	1,250,000.00	25-Jan-18	1,262,246.20	536145	1,383.70	25-Jan-22	
6-Feb-23	1,100,000.00	1.4450%	NPBS Snr FRN (Feb23) BBSW+1.40%	BBB	1,100,000.00	6-Feb-18	1,113,948.60	536174	1,001.60	7-Feb-22	
21-Feb-23	1,700,000.00	0.9472%	GSB Snr FRN (Feb23) BBSW+0.90%	BBB	1,700,000.00	21-Feb-20	1,712,201.88	539454	397.05	21-Feb-22	
30-Jul-24	2,500,000.00	0.8502%	SUN Snr FRN (Jul24) BBSW+0.78%	A+	2,500,000.00	30-Jul-19	2,523,121.68	538331	1,921.68	31-Jan-22	
24-Oct-24	1,000,000.00	1.1620%	GSB Snr FRN (Oct24) BBSW+1.12%	BBB	1,000,000.00	24-Oct-19	1,016,657.92	538604	1,177.92	24-Jan-22	
2-Dec-25	2,250,000.00	0.5327%	BEN Snr FRN (Dec25) BBSW+0.52%	BBB+	2,250,000.00	2-Dec-20	2,237,722.89	540603	2,955.39	2-Dec-21	
24-Feb-26	1,300,000.00	0.4950%	SUN Snr FRN (Feb26) BBSW+0.45%	A+	1,300,000.00	24-Feb-21	1,290,386.41	540958	123.41	24-Feb-22	
4-Mar-26	4,000,000.00	0.6420%	NPBS Snr FRN (Mar26) BBSW+0.63%	BBB	4,000,000.00	4-Mar-21	3,980,970.63	540983	6,050.63	6-Dec-21	
18-Jun-26	4,000,000.00	0.6629%	BEN Snr FRN (Jun26) BBSW+0.65%	BBB+	4,000,000.00	11-Jun-21	3,978,470.55	541523	5,230.55	20-Dec-21	
15-Sep-26	3,750,000.00	0.4910%	SUN Snr FRN (Sep26) BBSW+0.48%	A+	3,750,000.00	9-Sep-21	3,716,909.28	541877	3,884.28	15-Dec-21	
23-Dec-26	5,000,000.00	0.4256%	CBA Green Snr FRN (Dec26) BBSW+0.41%	AA-	5,000,000.00	21-Sep-21	4,944,372.47	541916	4,022.47	23-Dec-21	
	33,250,000.00	0.7196%			33,250,000.00		33,213,364.86		37,049.03		



# Waverley Council

## Accrued Interest Report - November 2021



### Accrued Interest Report

Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
<u>Floating Rate Note</u>									
TMB Snr FRN (Oct22) BBSW+ 0.90%	538616		2,400,000.00	28-Oct-19	28-Oct-22	0.00	30	1,896.06	.96%
BOz 'SRI' Snr FRN (Dec22) BBSW+ 0.90%	538825		3,000,000.00	02-Dec-19	02-Dec-22	0.00	30	2,250.49	.91%
BEN Snr FRN (Jan23) BBSW+ 1.05%	536145		1,250,000.00	25-Jan-18	25-Jan-23	0.00	30	1,121.92	1.09%
NPBS Snr FRN (Feb23) BBSW+ 1.40%	536174		1,100,000.00	06-Feb-18	06-Feb-23	3,994.36	30	1,299.06	1.44%
GSB Snr FRN (Feb23) BBSW+ 0.90%	539454		1,700,000.00	21-Feb-20	21-Feb-23	3,856.90	30	1,287.10	.92%
SUN Snr FRN (Jul24) BBSW+ 0.78%	538331		2,500,000.00	30-Jul-19	30-Jul-24	0.00	30	1,746.98	.85%
GSB Snr FRN (Oct24) BBSW+ 1.12%	538604		1,000,000.00	24-Oct-19	24-Oct-24	0.00	30	955.07	1.16%
BEN Snr FRN (Dec25) BBSW+ 0.52%	540603		2,250,000.00	02-Dec-20	02-Dec-25	0.00	30	985.13	.53%
SUN Snr FRN (Feb26) BBSW+ 0.45%	540958		1,300,000.00	24-Feb-21	24-Feb-26	1,509.58	30	500.80	.47%
NPBS Snr FRN (Mar26) BBSW+ 0.63%	540983		4,000,000.00	04-Mar-21	04-Mar-26	0.00	30	2,110.68	.64%
BEN Snr FRN (Jun26) BBSW+ 0.65%	541523		4,000,000.00	18-Jun-21	18-Jun-26	0.00	30	2,179.39	.66%
SUN Snr FRN (Sep26) BBSW+ 0.48%	541877		3,750,000.00	15-Sep-21	15-Sep-26	0.00	30	1,513.36	.49%
CBA Green Snr FRN (Dec26) BBSW+ 0.41%	541916		5,000,000.00	23-Sep-21	23-Dec-26	0.00	30	1,748.90	.43%
Floating Rate Note Total						9,360.84		19,594.94	.72%
<u>Floating Rate Term Deposits</u>									
Westpac Group	535380	Green	3,000,000.00	10-Jun-16	10-Jun-21	5,331.35	15	1,025.26	.83%
Westpac Group	535241		2,500,000.00	16-May-17	16-May-22	7,030.44	30	2,322.54	1.13%
Floating Rate Term Deposits Total						12,361.79		3,347.80	1.02%
<u>Managed Funds</u>									
Short Term Income Fund	411310	Builder Deposits	2,191,198.48	01-Dec-15		0.00	30	3,109.48	1.74%
Cash Fund	505262		2,211,126.34	30-Jul-15		0.00	30	1,170.67	.65%
Managed Funds Total						0.00		4,280.15	1.19%

# Waverley Council

## Accrued Interest Report - November 2021



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
<b>Term Deposit</b>									
Westpac Group	540481	Green	3,000,000.00	30-Oct-20	02-Nov-21	177.53	1	44.38	.54%
Commonwealth Bank of Australia	540595	Green	3,000,000.00	24-Nov-20	23-Nov-21	16,155.62	22	976.44	.54%
Commonwealth Bank of Australia	540632	Green	3,000,000.00	01-Dec-20	01-Dec-21	0.00	30	1,282.19	.52%
Auswide Bank	540819		2,000,000.00	12-Jan-21	11-Jan-22	0.00	30	904.11	.55%
Auswide Bank	540888		3,000,000.00	25-Jan-21	25-Jan-22	0.00	30	1,356.17	.55%
Commonwealth Bank of Australia	540937	Green	2,500,000.00	10-Feb-21	01-Feb-22	0.00	30	842.46	.41%
Newcastle Permanent Building Society	537553		3,000,000.00	19-Feb-19	08-Feb-22	0.00	30	7,520.55	3.05%
Auswide Bank	539531		2,000,000.00	05-Mar-20	08-Mar-22	0.00	30	2,794.52	1.70%
ME Bank	541161		3,000,000.00	12-Mar-21	15-Mar-22	0.00	30	1,232.88	.50%
ME Bank	541203		3,000,000.00	16-Mar-21	15-Mar-22	0.00	30	1,232.88	.50%
ME Bank	541231		4,000,000.00	30-Mar-21	29-Mar-22	0.00	30	1,643.83	.50%
ME Bank	541746		3,000,000.00	16-Aug-21	19-Apr-22	0.00	30	1,232.88	.50%
ME Bank	541290		2,500,000.00	28-Apr-21	03-May-22	0.00	30	1,027.40	.50%
ME Bank	541347		1,500,000.00	18-May-21	10-May-22	0.00	30	616.44	.50%
ME Bank	541348		1,500,000.00	18-May-21	24-May-22	0.00	30	616.44	.50%
Bendigo and Adelaide Bank	541886		1,500,000.00	09-Sep-21	07-Jun-22	0.00	30	369.87	.30%
ME Bank	541541		4,000,000.00	16-Jun-21	14-Jun-22	0.00	30	1,808.22	.55%
Bendigo and Adelaide Bank	541887		1,500,000.00	09-Sep-21	21-Jun-22	0.00	30	369.87	.30%
Bendigo and Adelaide Bank	541865		3,000,000.00	07-Sep-21	28-Jun-22	0.00	30	739.73	.30%
Bendigo and Adelaide Bank	541896		3,000,000.00	13-Sep-21	12-Jul-22	0.00	30	739.73	.30%
ME Bank	541669		3,000,000.00	20-Jul-21	19-Jul-22	0.00	30	1,232.88	.50%
ME Bank	541733		3,000,000.00	10-Aug-21	02-Aug-22	0.00	30	1,232.88	.50%
ME Bank	541734		3,000,000.00	10-Aug-21	09-Aug-22	0.00	30	1,232.88	.50%

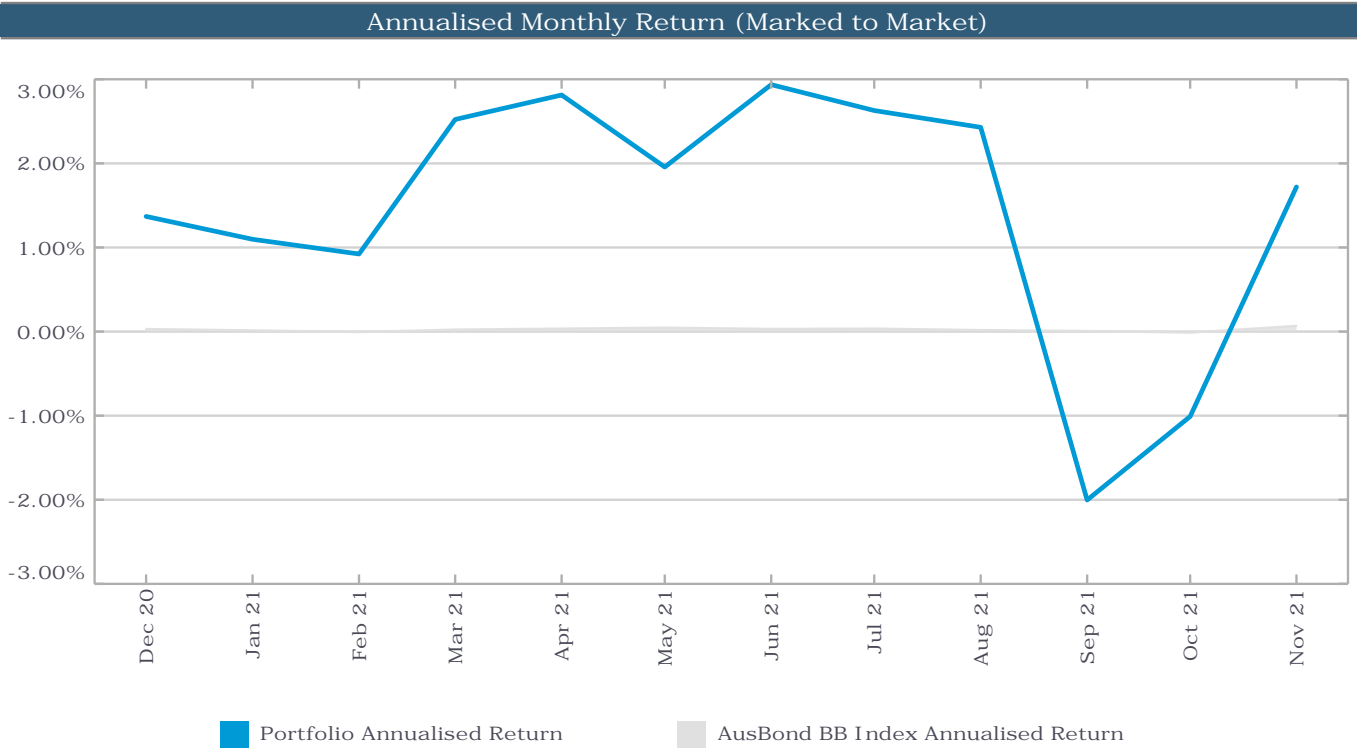
Waverley Council  
Accrued Interest Report - November 2021



### Accrued Interest Report

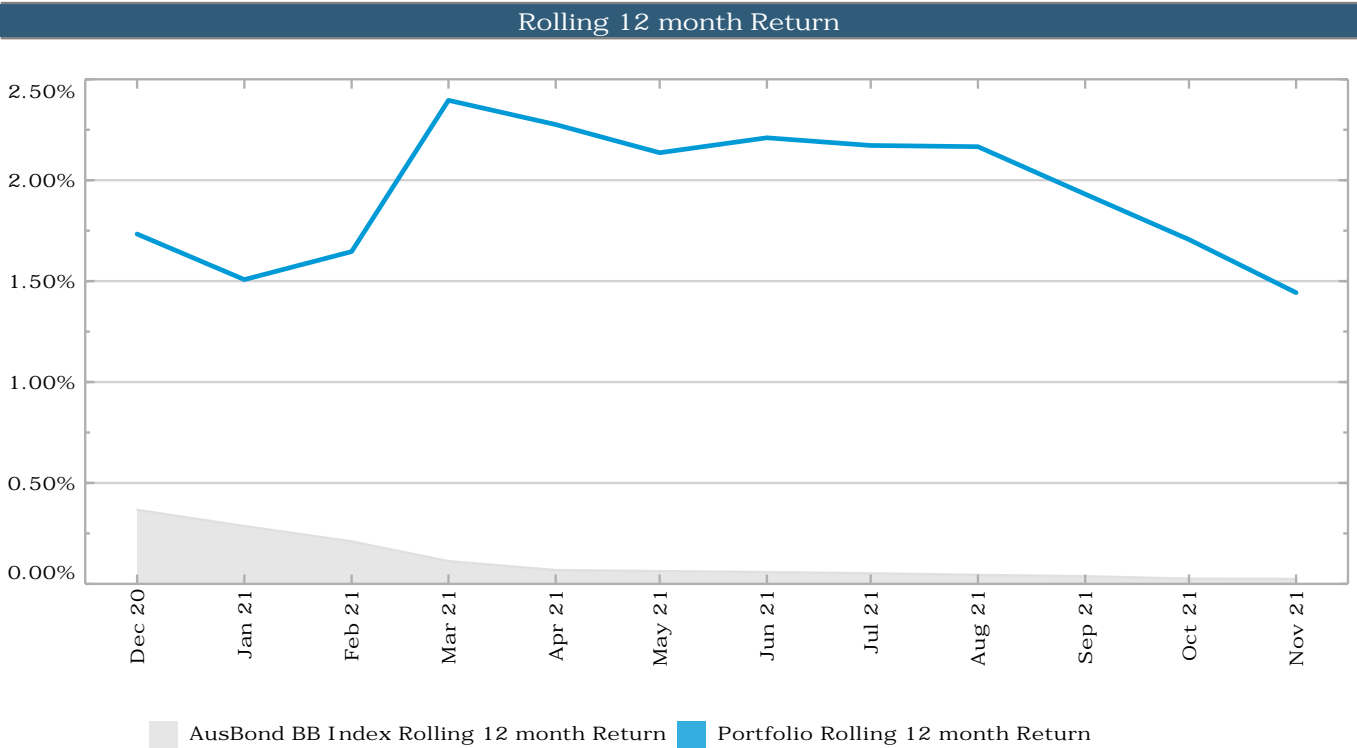
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
ME Bank	541735		3,000,000.00	10-Aug-21	16-Aug-22	0.00	30	1,232.88	.50%
Commonwealth Bank of Australia	541770	Green	2,500,000.00	24-Aug-21	23-Aug-22	0.00	30	616.44	.30%
Suncorp Bank	541782		5,000,000.00	26-Aug-21	26-Aug-22	0.00	30	1,438.35	.35%
Commonwealth Bank of Australia	541834	Green	2,000,000.00	03-Sep-21	02-Sep-22	0.00	30	509.59	.31%
Great Southern Bank	541899		2,000,000.00	14-Sep-21	13-Sep-22	0.00	30	624.66	.38%
Auswide Bank	540548		2,000,000.00	03-Nov-20	08-Nov-22	16,000.00	30	1,315.07	.80%
Westpac Group	542104	Green	3,000,000.00	18-Nov-21	15-Nov-22	0.00	13	576.99	.54%
Westpac Group	542108	Green	3,000,000.00	22-Nov-21	22-Nov-22	0.00	9	414.25	.56%
Term Deposit Total						32,333.15		37,777.86	.60%
						54,055.78		65,000.75	<u>.67%</u>

Waverley Council  
Investment Performance Report - November 2021



Historical Performance Summary			
	Portfolio	AusBond BB Index	Outperformance
Nov 2021	1.72%	0.07%	1.65%
Last 3 Months	-0.45%	0.02%	-0.47%
Last 6 Months	1.10%	0.02%	1.08%
Financial Year to Date	0.75%	0.02%	0.73%
Last 12 months	1.44%	0.02%	1.42%

Waverley Council  
Investment Performance Report - November 2021



Historical Performance Summary (actual)			
	Portfolio	AusBond BB Index	Outperformance
Nov 2021	0.14%	0.01%	0.13%
Last 3 Months	-0.11%	0.01%	-0.12%
Last 6 Months	0.55%	0.01%	0.54%
Financial Year to Date	0.31%	0.01%	0.30%
Last 12 months	1.44%	0.02%	1.42%



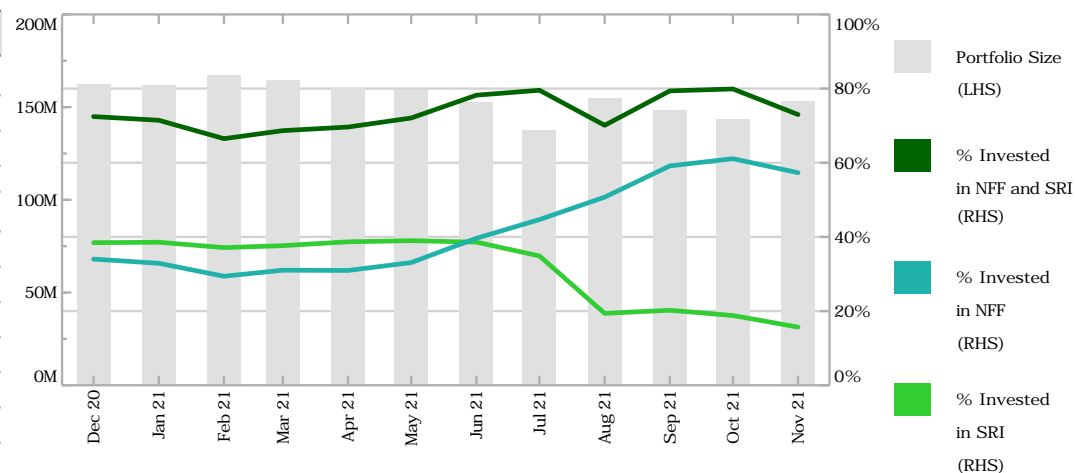
## Waverley Council Environmental Commitments Report - November 2021



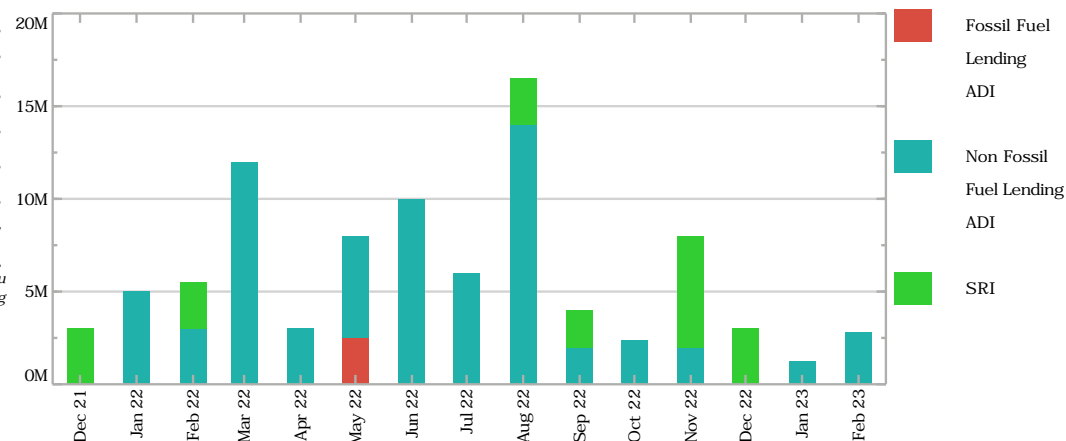
### Current Breakdown Historical Portfolio Exposure to NFF Lending ADIs and SRIs

ADI Lending Status *	Current Month (\$)	Previous Month (\$)
<b>Fossil Fuel Lending ADIs</b>		
Commonwealth Bank of Australia	22,518,564	10,251,998
Westpac Group	2,500,000	2,500,000
	25,018,564 16.3%	12,751,998 8.9%
<b>Non Fossil Fuel Lending ADIs</b>		
Auswide Bank	9,000,000	9,000,000
Bendigo and Adelaide Bank	16,500,000	16,500,000
Great Southern Bank	4,700,000	4,700,000
Members Equity Bank	34,500,000	34,500,000
Newcastle Permanent Building Society	8,100,000	8,100,000
Suncorp Bank	12,550,000	12,550,000
Teachers Mutual Bank	2,400,000	2,400,000
	87,750,000 57.3%	87,750,000 61.1%
<b>Other</b>		
NSW T-Corp (Cash)	4,402,325	4,398,045
NSW T-Corp (LT)	11,908,383	11,716,615
	16,310,707 10.7%	16,114,660 11.2%
<b>Socially Responsible Investment</b>		
Bank Australia (Sustainability)	3,000,000	3,000,000
CBA (Green)	15,000,000	18,000,000
Westpac Group (Green TD)	6,000,000	6,000,000
	24,000,000 15.7%	27,000,000 18.8%
	153,079,271	143,616,658

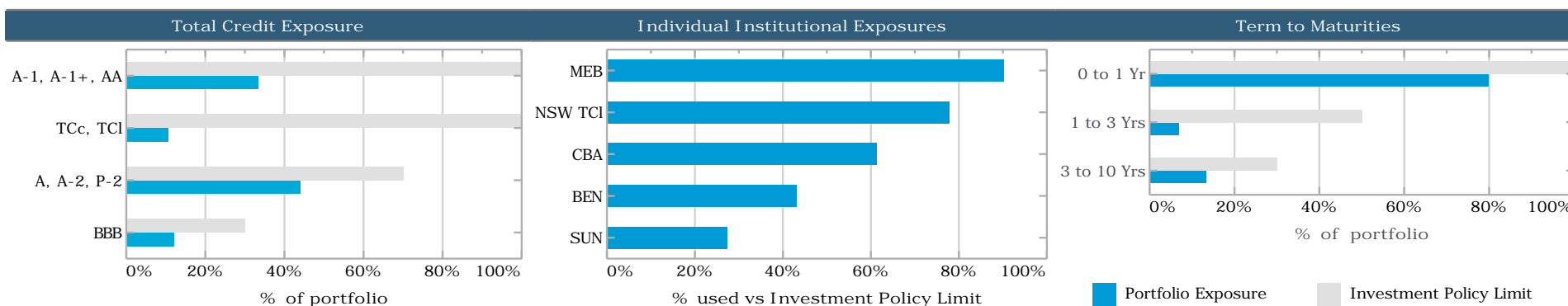
\* source: <http://www.marketforces.org.au>  
Percentages may not add up to 100% due to rounding



### Upcoming maturities



# Waverley Council Investment Policy Report - November 2021



	Credit Rating	Face Value (\$)	Policy Max
Short Term	A-1	5,000,000	
Short Term	A-1+	41,018,564	
Long Term	AA	5,000,000	
		51,018,564	33% 100% a
Short Term	TCc	4,402,325	
Short Term	TCI	11,908,383	
		16,310,707	11% 100% a
Short Term	A-2	50,900,000	
Short Term	P-2	9,000,000	
Long Term	A	7,550,000	
		67,450,000	44% 70% a
Long Term	BBB	18,300,000	
		18,300,000	12% 30% a
		153,079,271	100%

a = compliant  
r = non-compliant

	% used vs Investment Policy Limit
Members Equity Bank (A-2, BBB+)	90% a
NSW T-Corp (LT) (TCI)	78% a
Commonwealth Bank of Australia (A-1+, AA-)	61% a
Bendigo and Adelaide Bank (A-2, BBB+)	43% a
Suncorp Bank (A-1, A+)	27% a
Auswide Bank (P-2, Baa2)	24% a
Newcastle Permanent Building Society (A-2, BBB)	21% a
Westpac Group (A-1+, AA-)	14% a
Bank Australia (A-2, BBB)	13% a
Great Southern Bank (A-2, BBB)	12% a
Teachers Mutual Bank (A-2, BBB)	6% a
NSW T-Corp (Cash) (TCc)	3% a

	Face Value (\$)	Policy Max
Between 0 and 1 Year	122,229,271	80% 100% a
Between 1 and 3 Years	10,550,000	7% 50% a
Between 3 and 10 Years	20,300,000	13% 30% a
	153,079,271	

Detailed Maturity Profile	Face Value (\$)
00. Cash + Managed Funds	38,829,271 25%
01. Less Than 30 Days	3,000,000 2%
02. Between 30 Days and 60 Days	5,000,000 3%
03. Between 60 Days and 90 Days	5,500,000 4%
04. Between 90 Days and 180 Days	23,000,000 15%
05. Between 180 Days and 365 Days	46,900,000 31%
06. Between 365 Days and 3 Years	10,550,000 7%
07. Between 3 Years and 5 Years	15,300,000 10%
08. Between 5 Years and 10 Years	5,000,000 3%

Waverley Council  
Investment Policy Report - November 2021



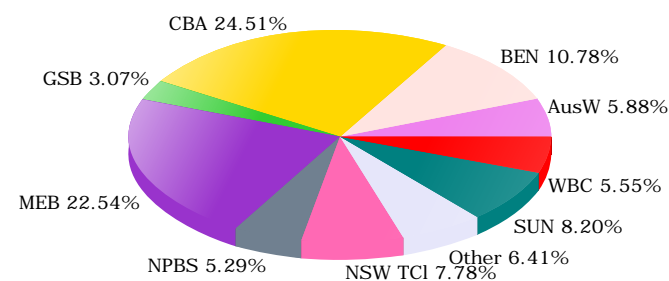
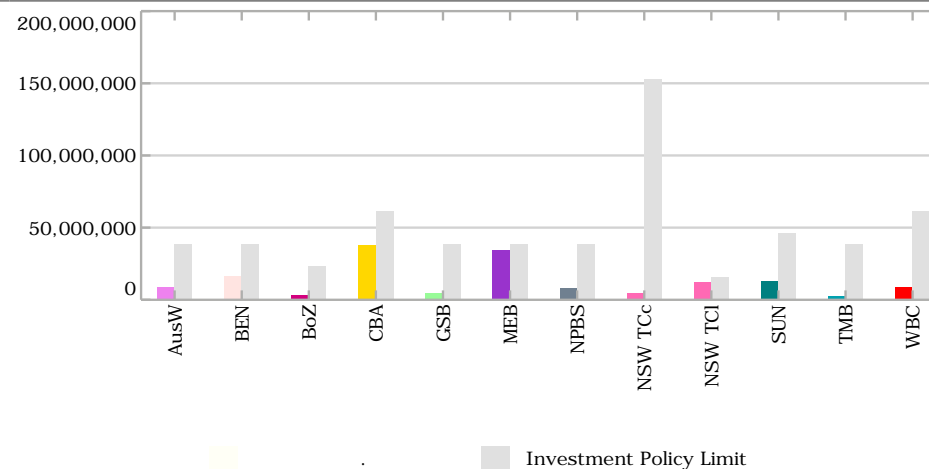
Detailed Maturity Profile	Face Value (\$)
	153,079,271



## Waverley Council Individual Institutional Exposures Report - November 2021



Individual Institutional Exposures				Individual Institutional Exposure Charts	
Parent Group	Credit Rating	Portfolio Exposure (\$)	Investment Policy Limit (\$)		
Auswide Bank	P-2, Baa2	9,000,000	38,269,818		
Bank Australia	A-2, BBB	3,000,000	22,961,891		
Bendigo and Adelaide Bank	A-2, BBB+	16,500,000	38,269,818		
Commonwealth Bank of Australia	AA-, A-1+	37,518,564	61,231,709		
Great Southern Bank	A-2, BBB	4,700,000	38,269,818		
Members Equity Bank	A-2, BBB+	34,500,000	38,269,818		
Newcastle Permanent Building Society	A-2, BBB	8,100,000	38,269,818		
NSW T-Corp (Cash)	TCc	4,402,325	153,079,271		
NSW T-Corp (LT)	TCI	11,908,383	15,307,927		
Suncorp Bank	A-1, A+	12,550,000	45,923,781		
Teachers Mutual Bank	A-2, BBB	2,400,000	38,269,818		
Westpac Group	A-1+, AA-	8,500,000	61,231,709		
		153,079,271			



Waverley Council  
Cashflows Report - November 2021



Current Month Cashflows					
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
2-Nov-21	540481	Westpac Group	Term Deposits	Maturity Face Value - Received	3,000,000.00
		Westpac Group	Term Deposits	Interest - Received	177.53
				<u>Deal Total</u>	<u>3,000,177.53</u>
				Day Total	3,000,177.53
3-Nov-21	540548	Auswide Bank	Term Deposits	Interest - Received	16,000.00
				<u>Deal Total</u>	<u>16,000.00</u>
				Day Total	16,000.00
8-Nov-21	536174	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	3,994.36
				<u>Deal Total</u>	<u>3,994.36</u>
				Day Total	3,994.36
16-Nov-21	535241	Westpac Group	Floating Rate Term Deposits	Interest - Received	7,030.44
				<u>Deal Total</u>	<u>7,030.44</u>
	537360	Westpac Group	Floating Rate Term Deposits	Maturity Face Value - Received	3,000,000.00
		Westpac Group	Floating Rate Term Deposits	Interest - Received	5,331.35
				<u>Deal Total</u>	<u>3,005,331.35</u>
				Day Total	3,012,361.79
18-Nov-21	542104	Westpac Group	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				Day Total	-3,000,000.00
22-Nov-21	539454	Great Southern Bank	Floating Rate Note	Coupon - Received	3,856.90
				<u>Deal Total</u>	<u>3,856.90</u>
	542108	Westpac Group	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				Day Total	-2,996,143.10
23-Nov-21	540595	Commonwealth Bank of Australia	Term Deposits	Maturity Face Value - Received	3,000,000.00
		Commonwealth Bank of Australia	Term Deposits	Interest - Received	16,155.62
				<u>Deal Total</u>	<u>3,016,155.62</u>
				Day Total	3,016,155.62
24-Nov-21	540958	Suncorp Bank	Floating Rate Note	Coupon - Received	1,509.58
				<u>Deal Total</u>	<u>1,509.58</u>

Waverley Council  
Cashflows Report - November 2021



### Current Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
Day Total					1,509.58
Net Cash Movement for Period					3,054,055.78

### Next Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Due
1-Dec-21	540632	Commonwealth Bank of Australia	Term Deposit	Maturity Face Value - Received	3,000,000.00
		Commonwealth Bank of Australia	Term Deposit	Interest - Received	15,600.00
Deal Total					3,015,600.00
Day Total					3,015,600.00
2-Dec-21	538825	Bank Australia	Floating Rate Note	Coupon - Received	6,826.50
Deal Total					6,826.50
	540603	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	2,988.23
Deal Total					2,988.23
Day Total					9,814.72
6-Dec-21	540983	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	6,402.41
Deal Total					6,402.41
Day Total					6,402.41
15-Dec-21	541877	Suncorp Bank	Floating Rate Note	Coupon - Received	4,590.51
Deal Total					4,590.51
Day Total					4,590.51
20-Dec-21	541523	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	6,610.84
Deal Total					6,610.84
Day Total					6,610.84
23-Dec-21	541916	Commonwealth Bank of Australia	Floating Rate Note	Coupon - Received	5,305.00
Deal Total					5,305.00
Day Total					5,305.00
Net Cash Movement for Period					3,048,323.49



## Investment Summary Report December 2021

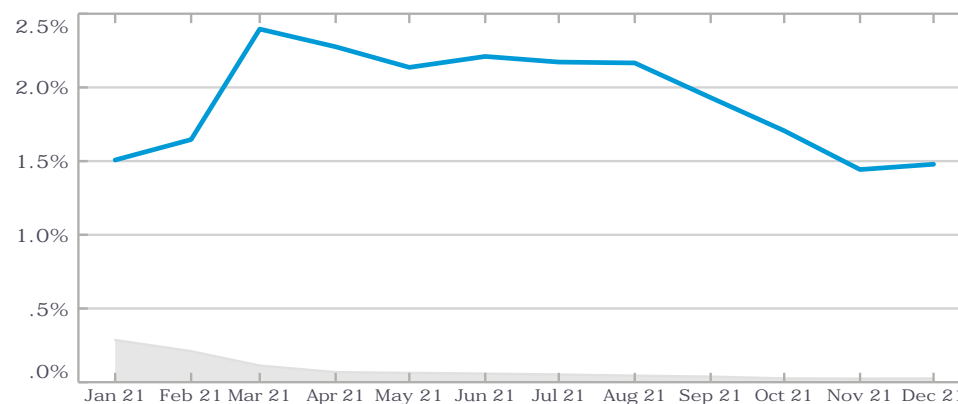
# Waverley Council Executive Summary - December 2021



## Investment Holdings

	Face Value (\$)	Current Value (\$)
Cash	15,814,845.33	15,814,845.33
Floating Rate Note	33,250,000.00	33,203,075.58
Floating Rate Term Deposits	2,500,000.00	2,503,607.22
Managed Funds	16,463,556.61	16,463,556.61
Term Deposit	78,500,000.00	78,770,612.19
	146,528,401.94	146,755,696.93

## Investment Performance

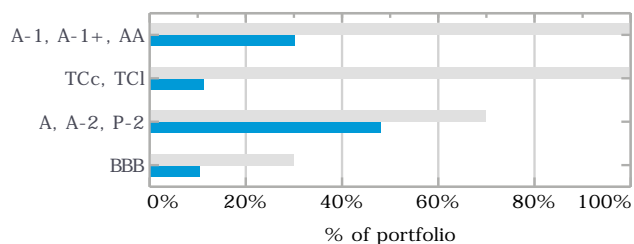


■ Portfolio Rolling 12 month return

■ AusBond BB Index Rolling 12 month Return

## Investment Policy Compliance

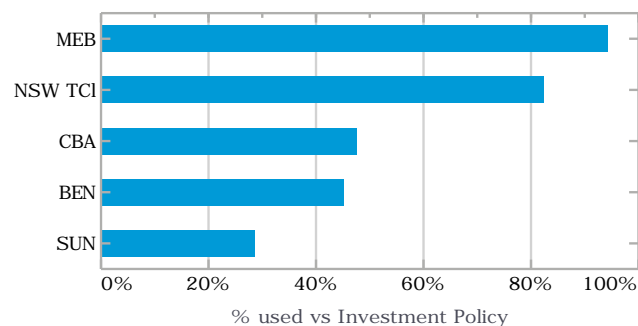
### Total Credit Exposure



■ Portfolio Exposure

■ Investment Policy Limit

### Highest Individual Exposures



### Term to Maturities

Maturity Profile	Face Value (\$)	Policy Max
Between 0 and 1 Year	118,678,402	81% 100%
Between 1 and 3 Years	7,550,000	5% 50%
Between 3 and 10 Years	20,300,000	14% 30%
	146,528,402	

# Waverley Council

## Investment Holdings Report - December 2021



### Cash Accounts

Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference
13,217,695.60	0.2000%	Commonwealth Bank of Australia	A-1+	13,217,695.60	120789	24hr Call
1,057,534.12	0.0000%	Commonwealth Bank of Australia	A-1+	1,057,534.12	120794	General Funds
55,557.56	0.0000%	Commonwealth Bank of Australia	A-1+	55,557.56	120795	Trust Funds
10,310.00	0.0000%	Commonwealth Bank of Australia	A-1+	10,310.00	120796	Cemetery Funds
931,011.94	0.0000%	Commonwealth Bank of Australia	A-1+	931,011.94	120797	Depositor Funds
461,100.28	0.0000%	Commonwealth Bank of Australia	A-1+	461,100.28	120799	Library CP
24,916.80	0.0000%	Commonwealth Bank of Australia	A-1+	24,916.80	120800	Eastgate CP
19,144.68	0.0000%	Commonwealth Bank of Australia	A-1+	19,144.68	120801	Hollywood Av CP
37,574.35	0.0000%	Commonwealth Bank of Australia	A-1+	37,574.35	370151	Library Gift
15,814,845.33	0.1672%			15,814,845.33		

### Managed Funds

Face Value (\$)	Monthly Return	Institution	Credit Rating	Fund Name	Current Value (\$)	Deal No.	Reference
2,193,290.19	0.0955%	NSW T-Corp (Cash)	TCc	Short Term Income Fund	2,193,290.19	411310	Builder Deposits
2,211,484.74	0.0162%	NSW T-Corp (Cash)	TCc	Cash Fund	2,211,484.74	505262	
12,058,781.68	1.2630%	NSW T-Corp (LT)	TCl	Long Term Growth Fund	12,058,781.68	538089	
16,463,556.61					16,463,556.61		

### Term Deposits

Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
11-Jan-22	2,000,000.00	0.5500%	Auswide Bank	P-2	2,000,000.00	12-Jan-21	2,010,668.49	540819	10,668.49	At Maturity	
25-Jan-22	3,000,000.00	0.5500%	Auswide Bank	P-2	3,000,000.00	25-Jan-21	3,015,415.07	540888	15,415.07	At Maturity	
1-Feb-22	2,500,000.00	0.4100%	Commonwealth Bank of Australia	A-1+	2,500,000.00	10-Feb-21	2,509,126.71	540937	9,126.71	At Maturity	Green
8-Feb-22	3,000,000.00	3.0500%	Newcastle Permanent Building Society	A-2	3,000,000.00	19-Feb-19	3,079,216.44	537553	79,216.44	Annually	
8-Mar-22	2,000,000.00	1.7000%	Auswide Bank	P-2	2,000,000.00	5-Mar-20	2,028,131.51	539531	28,131.51	Annually	
15-Mar-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	12-Mar-21	3,012,123.29	541161	12,123.29	At Maturity	

# Waverley Council

## Investment Holdings Report - December 2021



Term Deposits											
Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
15-Mar-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	16-Mar-21	3,011,958.90	541203	11,958.90	At Maturity	
29-Mar-22	4,000,000.00	0.5000%	ME Bank	A-2	4,000,000.00	30-Mar-21	4,015,178.08	541231	15,178.08	At Maturity	
19-Apr-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	16-Aug-21	3,005,671.23	541746	5,671.23	At Maturity	
3-May-22	2,500,000.00	0.5000%	ME Bank	A-2	2,500,000.00	28-Apr-21	2,508,493.15	541290	8,493.15	At Maturity	
10-May-22	1,500,000.00	0.5000%	ME Bank	A-2	1,500,000.00	18-May-21	1,504,684.93	541347	4,684.93	At Maturity	
24-May-22	1,500,000.00	0.5000%	ME Bank	A-2	1,500,000.00	18-May-21	1,504,684.93	541348	4,684.93	At Maturity	
7-Jun-22	1,500,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	1,500,000.00	9-Sep-21	1,501,405.48	541886	1,405.48	At Maturity	
14-Jun-22	4,000,000.00	0.5500%	ME Bank	A-2	4,000,000.00	16-Jun-21	4,011,994.52	541541	11,994.52	At Maturity	
21-Jun-22	1,500,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	1,500,000.00	9-Sep-21	1,501,405.48	541887	1,405.48	At Maturity	
28-Jun-22	3,000,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	7-Sep-21	3,002,860.27	541865	2,860.27	At Maturity	
12-Jul-22	3,000,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	13-Sep-21	3,002,712.33	541896	2,712.33	At Maturity	
19-Jul-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	20-Jul-21	3,006,780.82	541669	6,780.82	At Maturity	
2-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,005,917.81	541733	5,917.81	At Maturity	
9-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,005,917.81	541734	5,917.81	At Maturity	
16-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,005,917.81	541735	5,917.81	At Maturity	
23-Aug-22	2,500,000.00	0.3000%	Commonwealth Bank of Australia	A-1+	2,500,000.00	24-Aug-21	2,502,671.23	541770	2,671.23	At Maturity	Green
26-Aug-22	5,000,000.00	0.3500%	Suncorp Bank	A-1	5,000,000.00	26-Aug-21	5,006,136.99	541782	6,136.99	At Maturity	
2-Sep-22	2,000,000.00	0.3100%	Commonwealth Bank of Australia	A-1+	2,000,000.00	3-Sep-21	2,002,038.36	541834	2,038.36	At Maturity	Green
13-Sep-22	2,000,000.00	0.3800%	Great Southern Bank	A-2	2,000,000.00	14-Sep-21	2,002,269.59	541899	2,269.59	At Maturity	
8-Nov-22	2,000,000.00	0.8000%	Auswide Bank	P-2	2,000,000.00	3-Nov-20	2,002,586.30	540548	2,586.30	Annually	
15-Nov-22	3,000,000.00	0.5400%	Westpac Group	A-1+	3,000,000.00	18-Nov-21	3,001,952.88	542104	1,952.88	Quarterly	Green
22-Nov-22	3,000,000.00	0.5600%	Westpac Group	A-1+	3,000,000.00	22-Nov-21	3,001,841.10	542108	1,841.10	Quarterly	Green
13-Dec-22	3,000,000.00	0.6900%	Westpac Group	A-1+	3,000,000.00	17-Dec-21	3,000,850.68	542207	850.68	Quarterly	Green
78,500,000.00		0.6029%			78,500,000.00		78,770,612.19		270,612.19		

# Waverley Council

## Investment Holdings Report - December 2021



### Floating Rate Term Deposits

Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Interest Date	Reference Date
16-May-22	2,500,000.00	1.1449%	Westpac Group 3moBBSW+ 1.10%	A-1+	2,500,000.00	16-May-17	2,503,607.22	535241	3,607.22	16-Feb-22	
	2,500,000.00	1.1449%			2,500,000.00		2,503,607.22		3,607.22		

### Floating Rate Notes

Maturity Date	Face Value (\$)	Rate (% pa)	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Date	Reference Date
28-Oct-22	2,400,000.00	0.9612%	TMB Snr FRN (Oct22) BBSW+0.90%	A-2	2,400,000.00	28-Oct-19	2,416,324.14	538616	4,108.14	28-Jan-22	
2-Dec-22	3,000,000.00	0.9585%	BOz 'SRI' Snr FRN (Dec22) BBSW+0.90%	A-2	3,000,000.00	2-Dec-19	3,016,163.42	538825	2,363.42	2-Mar-22	
25-Jan-23	1,250,000.00	1.0920%	BEN Snr FRN (Jan23) BBSW+1.05%	BBB+	1,250,000.00	25-Jan-18	1,262,393.01	536145	2,543.01	25-Jan-22	
6-Feb-23	1,100,000.00	1.4450%	NPBS Snr FRN (Feb23) BBSW+1.40%	BBB	1,100,000.00	6-Feb-18	1,114,132.59	536174	2,351.59	7-Feb-22	
21-Feb-23	1,700,000.00	0.9472%	GSB Snr FRN (Feb23) BBSW+0.90%	BBB	1,700,000.00	21-Feb-20	1,712,630.05	539454	1,764.65	21-Feb-22	
30-Jul-24	2,500,000.00	0.8502%	SUN Snr FRN (Jul24) BBSW+0.78%	A+	2,500,000.00	30-Jul-19	2,523,476.90	538331	3,726.90	31-Jan-22	
24-Oct-24	1,000,000.00	1.1620%	GSB Snr FRN (Oct24) BBSW+1.12%	BBB	1,000,000.00	24-Oct-19	1,017,694.82	538604	2,164.82	24-Jan-22	
2-Dec-25	2,250,000.00	0.5785%	BEN Snr FRN (Dec25) BBSW+0.52%	BBB+	2,250,000.00	2-Dec-20	2,237,277.33	540603	1,069.83	2-Mar-22	
24-Feb-26	1,300,000.00	0.4950%	SUN Snr FRN (Feb26) BBSW+0.45%	A+	1,300,000.00	24-Feb-21	1,291,114.95	540958	669.95	24-Feb-22	
4-Mar-26	4,000,000.00	0.6850%	NPBS Snr FRN (Mar26) BBSW+0.63%	BBB	4,000,000.00	4-Mar-21	3,977,471.78	540983	1,951.78	4-Mar-22	
18-Jun-26	4,000,000.00	0.7150%	BEN Snr FRN (Jun26) BBSW+0.65%	BBB+	4,000,000.00	11-Jun-21	3,978,380.27	541523	940.27	18-Mar-22	
15-Sep-26	3,750,000.00	0.5421%	SUN Snr FRN (Sep26) BBSW+0.48%	A+	3,750,000.00	9-Sep-21	3,711,384.32	541877	946.82	15-Mar-22	
23-Dec-26	5,000,000.00	0.4721%	CBA Green Snr FRN (Dec26) BBSW+0.41%	AA-	5,000,000.00	21-Sep-21	4,944,632.00	541916	582.00	23-Mar-22	
	33,250,000.00	0.7511%			33,250,000.00		33,203,075.58		25,183.18		



# Waverley Council

## Accrued Interest Report - December 2021



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
<u>Floating Rate Note</u>									
TMB Snr FRN (Oct22) BBSW+ 0.90%	538616			28-Oct-19	28-Oct-22	0.00	31	1,959.27	.96%
BOz 'SRI' Snr FRN (Dec22) BBSW+ 0.90%	538825			02-Dec-19	02-Dec-22	6,826.50	31	2,438.44	.96%
BEN Snr FRN (Jan23) BBSW+ 1.05%	536145			25-Jan-18	25-Jan-23	0.00	31	1,159.31	1.09%
NPBS Snr FRN (Feb23) BBSW+ 1.40%	536174			06-Feb-18	06-Feb-23	0.00	31	1,349.99	1.45%
GSB Snr FRN (Feb23) BBSW+ 0.90%	539454			21-Feb-20	21-Feb-23	0.00	31	1,367.60	.95%
SUN Snr FRN (Jul24) BBSW+ 0.78%	538331			30-Jul-19	30-Jul-24	0.00	31	1,805.22	.85%
GSB Snr FRN (Oct24) BBSW+ 1.12%	538604			24-Oct-19	24-Oct-24	0.00	31	986.90	1.16%
BEN Snr FRN (Dec25) BBSW+ 0.52%	540603			02-Dec-20	02-Dec-25	2,988.23	31	1,102.67	.58%
SUN Snr FRN (Feb26) BBSW+ 0.45%	540958			24-Feb-21	24-Feb-26	0.00	31	546.54	.50%
NPBS Snr FRN (Mar26) BBSW+ 0.63%	540983			04-Mar-21	04-Mar-26	6,402.41	31	2,303.56	.68%
BEN Snr FRN (Jun26) BBSW+ 0.65%	541523			18-Jun-21	18-Jun-26	6,610.84	31	2,320.56	.68%
SUN Snr FRN (Sep26) BBSW+ 0.48%	541877			15-Sep-21	15-Sep-26	4,590.51	31	1,653.05	.52%
CBA Green Snr FRN (Dec26) BBSW+ 0.41%	541916			23-Sep-21	23-Dec-26	5,304.18	31	1,864.53	.44%
Floating Rate Note Total						32,722.67		20,857.64	.74%
<u>Floating Rate Term Deposits</u>									
Westpac Group	535241			16-May-17	16-May-22	0.00	31	2,430.95	1.14%
Floating Rate Term Deposits Total						0.00		2,430.95	1.14%
<u>Managed Funds</u>									
Short Term Income Fund	411310	Builder Deposits		01-Dec-15		0.00	31	2,091.71	1.13%
Cash Fund	505262			30-Jul-15		0.00	31	358.40	.19%
Managed Funds Total						0.00		2,450.11	.66%
<u>Term Deposit</u>									

# Waverley Council

## Accrued Interest Report - December 2021



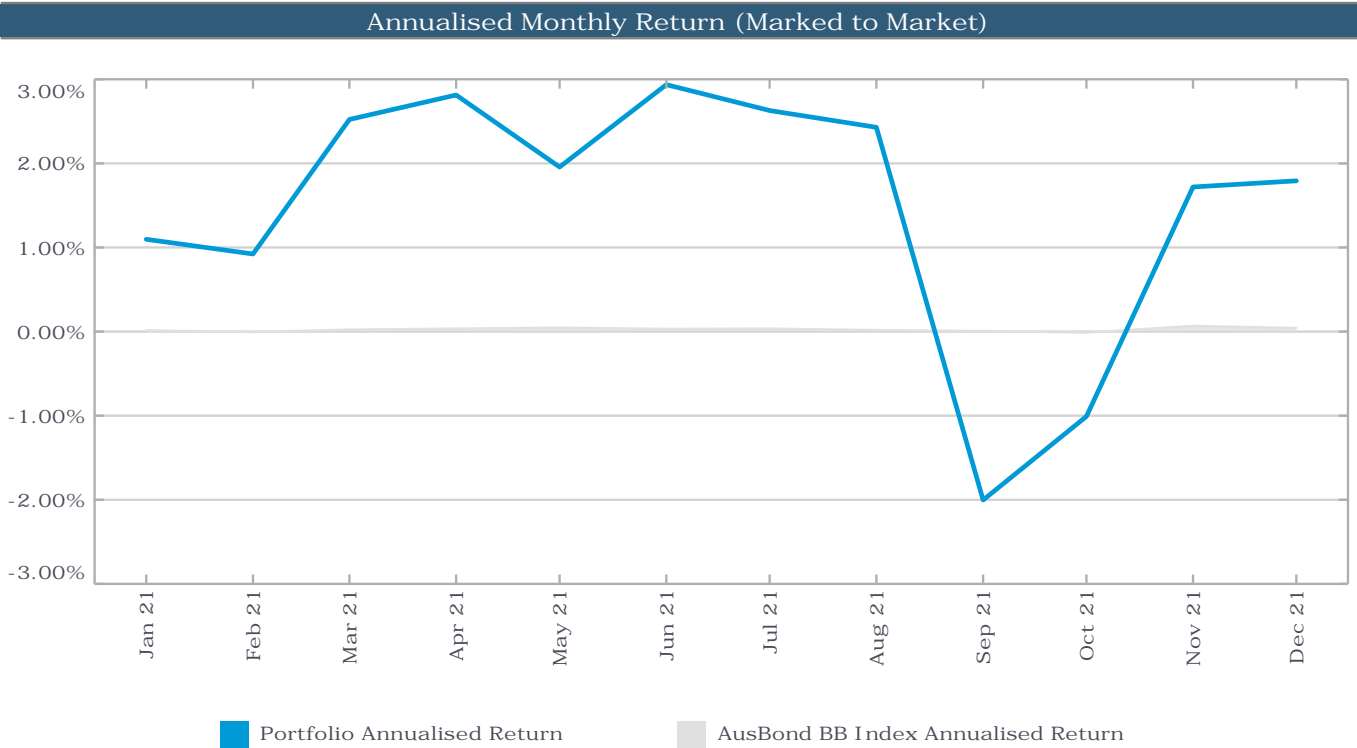
Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Commonwealth Bank of Australia	540632	Green		01-Dec-20	01-Dec-21	15,600.00	0	0.00	
Auswide Bank	540819			12-Jan-21	11-Jan-22	0.00	31	934.24	.55%
Auswide Bank	540888			25-Jan-21	25-Jan-22	0.00	31	1,401.37	.55%
Commonwealth Bank of Australia	540937	Green		10-Feb-21	01-Feb-22	0.00	31	870.55	.41%
Newcastle Permanent Building Society	537553			19-Feb-19	08-Feb-22	0.00	31	7,771.23	3.05%
Auswide Bank	539531			05-Mar-20	08-Mar-22	0.00	31	2,887.67	1.70%
ME Bank	541161			12-Mar-21	15-Mar-22	0.00	31	1,273.97	.50%
ME Bank	541203			16-Mar-21	15-Mar-22	0.00	31	1,273.97	.50%
ME Bank	541231			30-Mar-21	29-Mar-22	0.00	31	1,698.63	.50%
ME Bank	541746			16-Aug-21	19-Apr-22	0.00	31	1,273.97	.50%
ME Bank	541290			28-Apr-21	03-May-22	0.00	31	1,061.64	.50%
ME Bank	541347			18-May-21	10-May-22	0.00	31	636.98	.50%
ME Bank	541348			18-May-21	24-May-22	0.00	31	636.98	.50%
Bendigo and Adelaide Bank	541886			09-Sep-21	07-Jun-22	0.00	31	382.19	.30%
ME Bank	541541			16-Jun-21	14-Jun-22	0.00	31	1,868.49	.55%
Bendigo and Adelaide Bank	541887			09-Sep-21	21-Jun-22	0.00	31	382.19	.30%
Bendigo and Adelaide Bank	541865			07-Sep-21	28-Jun-22	0.00	31	764.38	.30%
Bendigo and Adelaide Bank	541896			13-Sep-21	12-Jul-22	0.00	31	764.38	.30%
ME Bank	541669			20-Jul-21	19-Jul-22	0.00	31	1,273.97	.50%
ME Bank	541733			10-Aug-21	02-Aug-22	0.00	31	1,273.97	.50%
ME Bank	541734			10-Aug-21	09-Aug-22	0.00	31	1,273.97	.50%
ME Bank	541735			10-Aug-21	16-Aug-22	0.00	31	1,273.97	.50%
Commonwealth Bank of Australia	541770	Green		24-Aug-21	23-Aug-22	0.00	31	636.98	.30%
Suncorp Bank	541782			26-Aug-21	26-Aug-22	0.00	31	1,486.31	.35%

Waverley Council  
Accrued Interest Report - December 2021



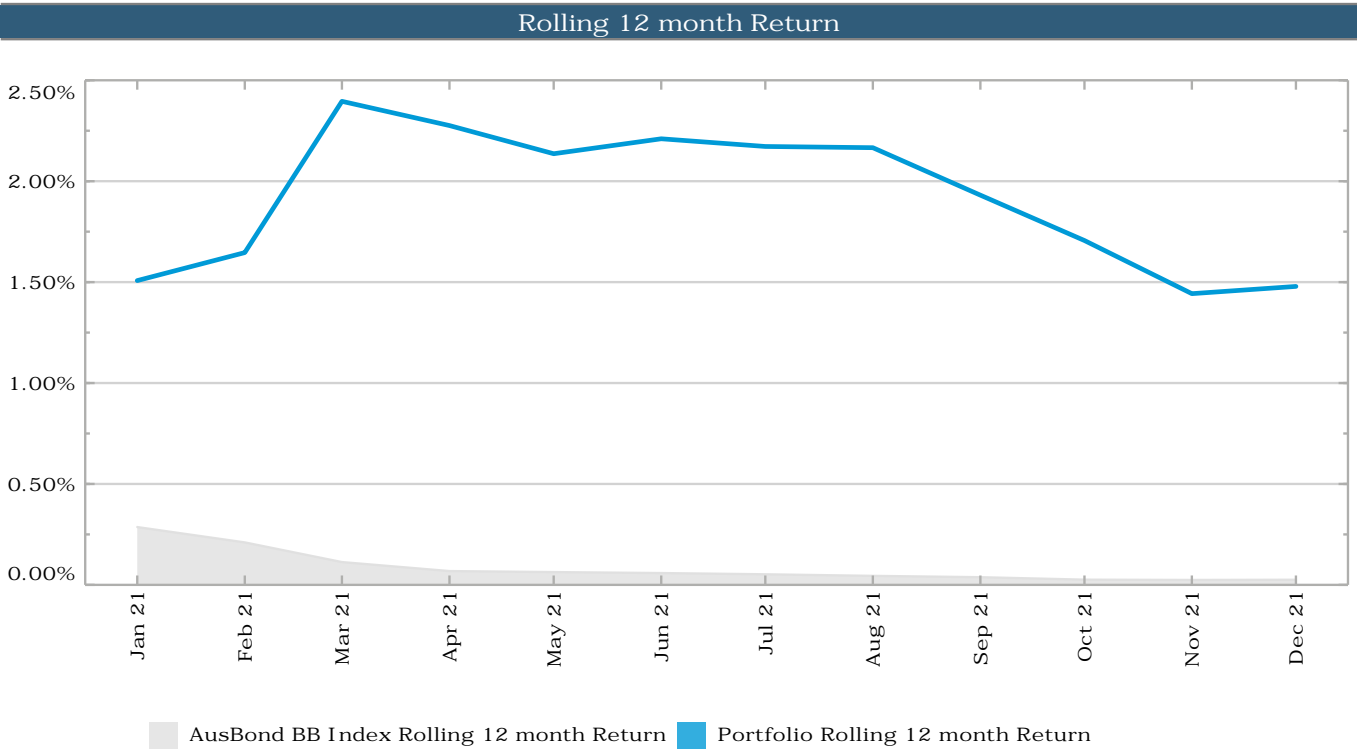
Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Commonwealth Bank of Australia	541834	Green		03-Sep-21	02-Sep-22	0.00	31	526.58	.31%
Great Southern Bank	541899			14-Sep-21	13-Sep-22	0.00	31	645.48	.38%
Auswide Bank	540548			03-Nov-20	08-Nov-22	0.00	31	1,358.90	.80%
Westpac Group	542104	Green		18-Nov-21	15-Nov-22	0.00	31	1,375.89	.54%
Westpac Group	542108	Green		22-Nov-21	22-Nov-22	0.00	31	1,426.85	.56%
Westpac Group	542207	Green		17-Dec-21	13-Dec-22	0.00	15	850.68	.69%
Term Deposit Total						15,600.00		39,286.38	.60%
						48,322.67		65,025.08	<u>.65%</u>

Waverley Council  
Investment Performance Report - December 2021



Historical Performance Summary			
	Portfolio	AusBond BB Index	Outperformance
Dec 2021	1.79%	0.04%	1.75%
Last 3 Months	0.82%	0.03%	0.79%
Last 6 Months	0.92%	0.03%	0.89%
Financial Year to Date	0.92%	0.03%	0.89%
Last 12 months	1.48%	0.03%	1.45%

Waverley Council  
Investment Performance Report - December 2021



Historical Performance Summary (actual)			
	Portfolio	AusBond BB Index	Outperformance
Dec 2021	0.15%	0.00%	0.15%
Last 3 Months	0.21%	0.01%	0.20%
Last 6 Months	0.46%	0.01%	0.45%
Financial Year to Date	0.46%	0.01%	0.45%
Last 12 months	1.48%	0.03%	1.45%

## Waverley Council Environmental Commitments Report - December 2021

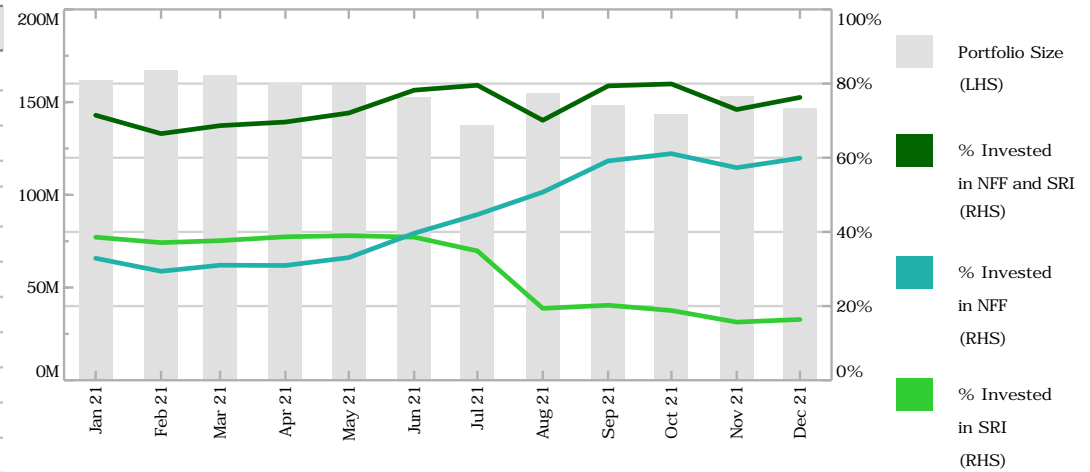


### Current Breakdown

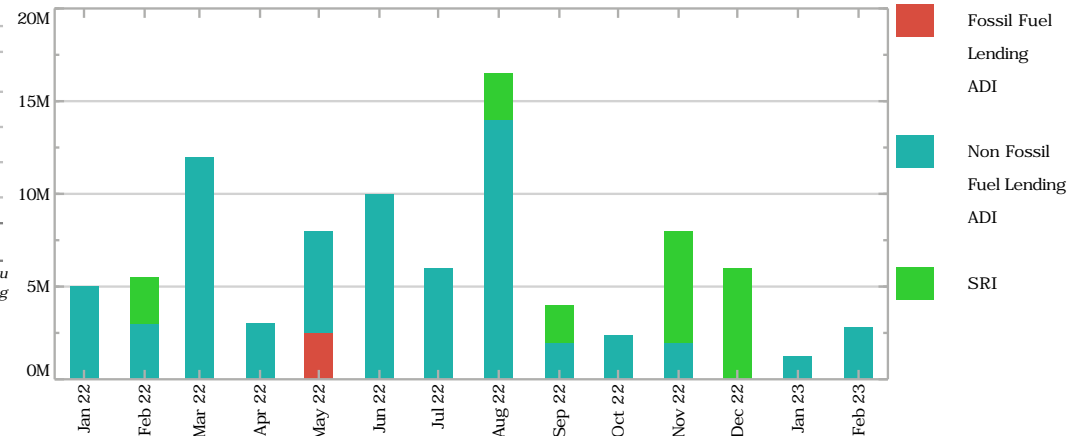
ADI Lending Status *	Current Month (\$)	Previous Month (\$)
<b>Fossil Fuel Lending ADIs</b>		
Commonwealth Bank of Australia	15,814,845	22,518,564
Westpac Group	2,500,000	2,500,000
	18,314,845 12.5%	25,018,564 16.3%
<b>Non Fossil Fuel Lending ADIs</b>		
Auswide Bank	9,000,000	9,000,000
Bendigo and Adelaide Bank	16,500,000	16,500,000
Great Southern Bank	4,700,000	4,700,000
Members Equity Bank	34,500,000	34,500,000
Newcastle Permanent Building Society	8,100,000	8,100,000
Suncorp Bank	12,550,000	12,550,000
Teachers Mutual Bank	2,400,000	2,400,000
	87,750,000 59.9%	87,750,000 57.3%
<b>Other</b>		
NSW T-Corp (Cash)	4,404,775	4,402,325
NSW T-Corp (LT)	12,058,782	11,908,383
	16,463,557 11.2%	16,310,707 10.7%
<b>Socially Responsible Investment</b>		
Bank Australia (Sustainability)	3,000,000	3,000,000
CBA (Green)	12,000,000	15,000,000
Westpac Group (Green TD)	9,000,000	6,000,000
	24,000,000 16.4%	24,000,000 15.7%
	146,528,402	153,079,271

\* source: <http://www.marketforces.org.au>  
Percentages may not add up to 100% due to rounding

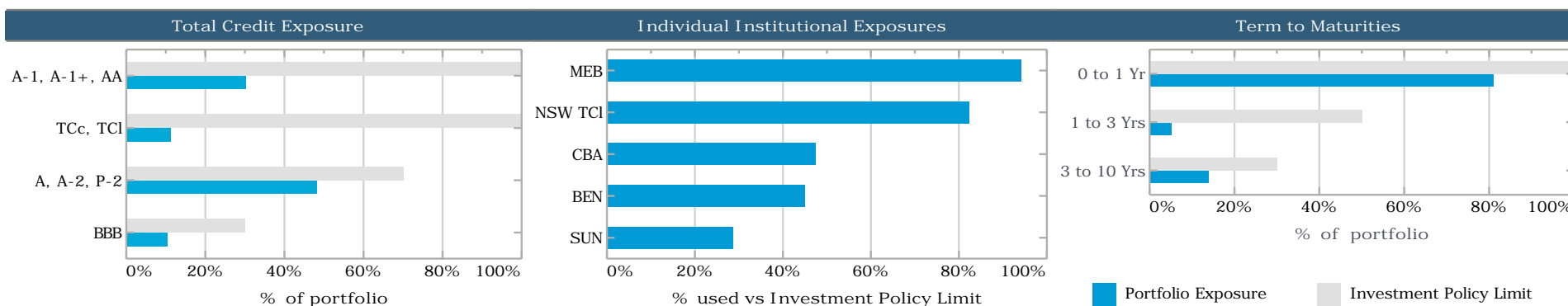
### Historical Portfolio Exposure to NFF Lending ADIs and SRIs



### Upcoming maturities



# Waverley Council Investment Policy Report - December 2021



	Credit Rating	Face Value (\$)	Policy Max
Short Term	A-1	5,000,000	
Short Term	A-1+	34,314,845	
Long Term	AA	5,000,000	
		44,314,845	30% 100% a
Short Term	TCc	4,404,775	
Short Term	TCI	12,058,782	
		16,463,557	11% 100% a
Short Term	A-2	53,900,000	
Short Term	P-2	9,000,000	
Long Term	A	7,550,000	
		70,450,000	48% 70% a
Long Term	BBB	15,300,000	
		15,300,000	10% 30% a
		146,528,402	100%

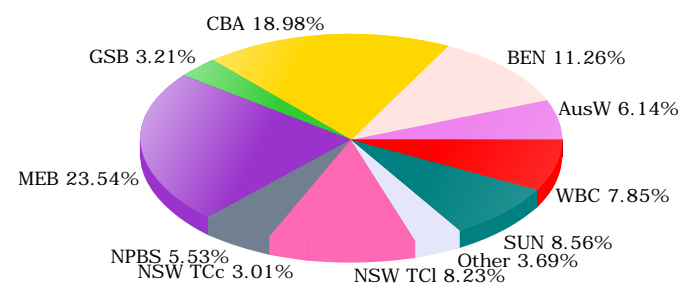
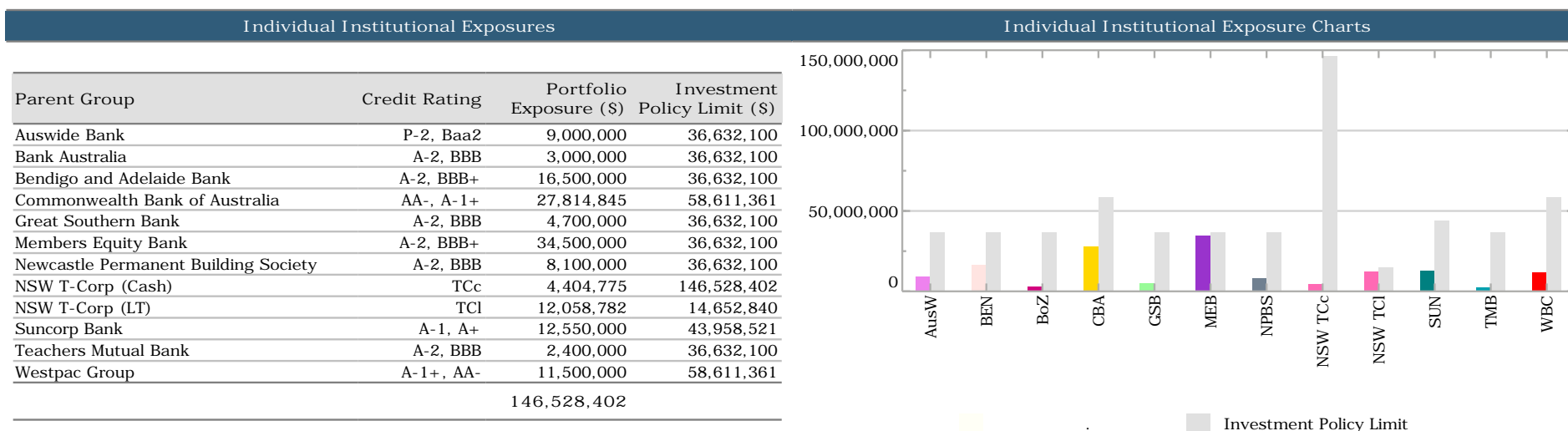
a = compliant  
r = non-compliant

	% used vs Investment Policy Limit
Members Equity Bank (A-2, BBB+)	94% a
NSW T-Corp (LT) (TCI)	82% a
Commonwealth Bank of Australia (A-1+, AA-)	47% a
Bendigo and Adelaide Bank (A-2, BBB+)	45% a
Suncorp Bank (A-1, A+)	29% a
Auswide Bank (P-2, Baa2)	25% a
Newcastle Permanent Building Society (A-2, BBB)	22% a
Westpac Group (A-1+, AA-)	20% a
Great Southern Bank (A-2, BBB)	13% a
Bank Australia (A-2, BBB)	8% a
Teachers Mutual Bank (A-2, BBB)	7% a
NSW T-Corp (Cash) (TCc)	3% a

	Face Value (\$)	Policy Max
Between 0 and 1 Year	118,678,402	81% 100% a
Between 1 and 3 Years	7,550,000	5% 50% a
Between 3 and 10 Years	20,300,000	14% 30% a
	146,528,402	

Detailed Maturity Profile	Face Value (\$)
00. Cash + Managed Funds	32,278,402 22%
01. Less Than 30 Days	5,000,000 3%
02. Between 30 Days and 60 Days	5,500,000 4%
03. Between 60 Days and 90 Days	12,000,000 8%
04. Between 90 Days and 180 Days	21,000,000 14%
05. Between 180 Days and 365 Days	42,900,000 29%
06. Between 365 Days and 3 Years	7,550,000 5%
07. Between 3 Years and 5 Years	20,300,000 14%
	146,528,402

## Waverley Council Individual Institutional Exposures Report - December 2021





Waverley Council  
Cashflows Report - December 2021



### Current Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
1-Dec-21	540632	Commonwealth Bank of Australia	Term Deposits	Maturity Face Value - Received	3,000,000.00
		Commonwealth Bank of Australia	Term Deposits	Interest - Received	15,600.00
				<u>Deal Total</u>	<u>3,015,600.00</u>
				Day Total	3,015,600.00
2-Dec-21	538825	Bank Australia	Floating Rate Note	Coupon - Received	6,826.50
				<u>Deal Total</u>	<u>6,826.50</u>
	540603	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	2,988.23
				<u>Deal Total</u>	<u>2,988.23</u>
				Day Total	9,814.72
6-Dec-21	540983	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	6,402.41
				<u>Deal Total</u>	<u>6,402.41</u>
				Day Total	6,402.41
15-Dec-21	541877	Suncorp Bank	Floating Rate Note	Coupon - Received	4,590.51
				<u>Deal Total</u>	<u>4,590.51</u>
				Day Total	4,590.51
17-Dec-21	542207	Westpac Group	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				Day Total	-3,000,000.00
20-Dec-21	541523	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	6,610.84
				<u>Deal Total</u>	<u>6,610.84</u>
				Day Total	6,610.84
23-Dec-21	541916	Commonwealth Bank of Australia	Floating Rate Note	Coupon - Received	5,304.18
				<u>Deal Total</u>	<u>5,304.18</u>
				Day Total	5,304.18
				<u>Net Cash Movement for Period</u>	<u>48,322.67</u>

### Next Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Due
11-Jan-22	540819	Auswide Bank	Term Deposit	Maturity Face Value - Received	2,000,000.00
		Auswide Bank	Term Deposit	Interest - Received	10,969.86
				<u>Deal Total</u>	<u>2,010,969.86</u>

Waverley Council  
Cashflows Report - December 2021



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>
				Day Total	2,010,969.86
24-Jan-22	538604	Great Southern Bank	Floating Rate Note	Coupon - Received	2,897.04
				<u>Deal Total</u>	<u>2,897.04</u>
				Day Total	2,897.04
25-Jan-22	536145	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	3,440.55
				<u>Deal Total</u>	<u>3,440.55</u>
	540888	Auswide Bank	Term Deposit	Maturity Face Value - Received	3,000,000.00
		Auswide Bank	Term Deposit	Interest - Received	16,500.00
				<u>Deal Total</u>	<u>3,016,500.00</u>
				Day Total	3,019,940.55
28-Jan-22	538616	Teachers Mutual Bank	Floating Rate Note	Coupon - Received	5,814.60
				<u>Deal Total</u>	<u>5,814.60</u>
				Day Total	5,814.60
31-Jan-22	538331	Suncorp Bank	Floating Rate Note	Coupon - Received	5,473.89
				<u>Deal Total</u>	<u>5,473.89</u>
				Day Total	5,473.89
				<u>Net Cash Movement for Period</u>	<u>5,045,095.94</u>



## Investment Summary Report January 2022

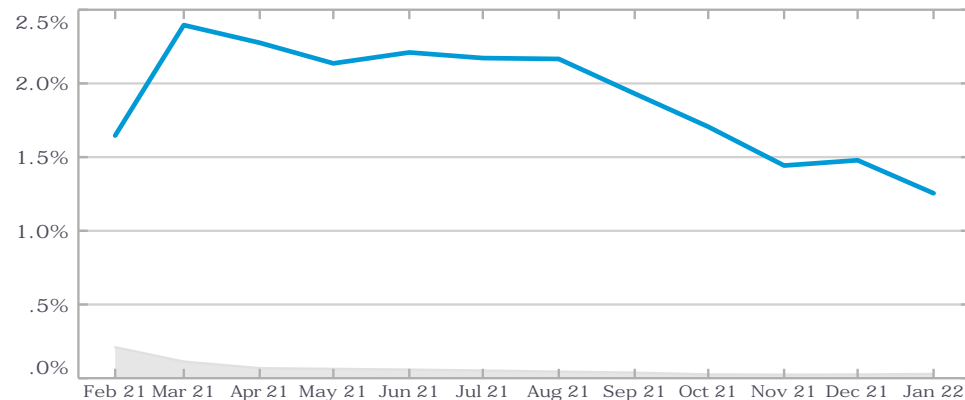
## Waverley Council Executive Summary - January 2022



### Investment Holdings

	Face Value (\$)	Current Value (\$)
Cash	16,379,628.19	16,379,628.19
Floating Rate Note	33,250,000.00	33,174,632.83
Floating Rate Term Deposits	2,500,000.00	2,506,038.17
Managed Funds	16,241,554.83	16,241,554.83
Term Deposit	76,500,000.00	76,783,311.52
	144,871,183.02	145,085,165.54

### Investment Performance

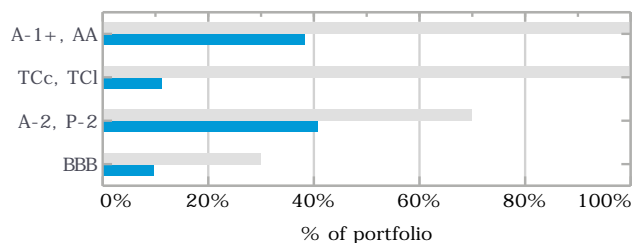


Portfolio Rolling 12 month return

AusBond BB Index Rolling 12 month Return

### Investment Policy Compliance

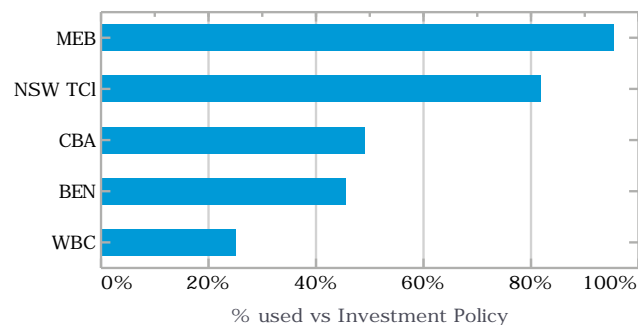
#### Total Credit Exposure



Portfolio Exposure

Investment Policy Limit

#### Highest Individual Exposures



% used vs Investment Policy

#### Term to Maturities

Maturity Profile	Face Value (\$)	Policy Max
Between 0 and 1 Year	118,271,183	82% 100%
Between 1 and 3 Years	6,300,000	4% 50%
Between 3 and 10 Years	20,300,000	14% 30%
	144,871,183	

# Waverley Council

## Investment Holdings Report - January 2022



Cash Accounts											
	Face Value (\$)	Rate (% pa)	Institution	Credit Rating		Current Value (\$)	Deal No.				Reference
	13,250,636.47	0.2000%	Commonwealth Bank of Australia	A-1+		13,250,636.47	120789				24hr Call
	1,981,776.02	0.0000%	Commonwealth Bank of Australia	A-1+		1,981,776.02	120794				General Funds
	166,070.04	0.0000%	Commonwealth Bank of Australia	A-1+		166,070.04	120795				Trust Funds
	10,496.00	0.0000%	Commonwealth Bank of Australia	A-1+		10,496.00	120796				Cemetery Funds
	434,068.13	0.0000%	Commonwealth Bank of Australia	A-1+		434,068.13	120797				Depositor Funds
	473,541.09	0.0000%	Commonwealth Bank of Australia	A-1+		473,541.09	120799				Library CP
	12,171.40	0.0000%	Commonwealth Bank of Australia	A-1+		12,171.40	120800				Eastgate CP
	13,294.69	0.0000%	Commonwealth Bank of Australia	A-1+		13,294.69	120801				Hollywood Av CP
	37,574.35	0.0000%	Commonwealth Bank of Australia	A-1+		37,574.35	370151				Library Gift
	16,379,628.19	0.1618%				16,379,628.19					

Managed Funds											
	Face Value (\$)	Monthly Return	Institution	Credit Rating	Fund Name	Current Value (\$)	Deal No.				Reference
	2,191,168.38	-0.0967%	NSW T-Corp (Cash)	TCc	Short Term Income Fund	2,191,168.38	411310				Builder Deposits
	2,211,479.73	-0.0002%	NSW T-Corp (Cash)	TCc	Cash Fund	2,211,479.73	505262				
	11,838,906.72	-1.8234%	NSW T-Corp (LT)	TCl	Long Term Growth Fund	11,838,906.72	538089				
	16,241,554.83					16,241,554.83					

Term Deposits											
Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
1-Feb-22	2,500,000.00	0.4100%	Commonwealth Bank of Australia	A-1+	2,500,000.00	10-Feb-21	2,509,997.26	540937	9,997.26	At Maturity	Green
8-Feb-22	3,000,000.00	3.0500%	Newcastle Permanent Building Society	A-2	3,000,000.00	19-Feb-19	3,086,987.67	537553	86,987.67	Annually	
8-Mar-22	2,000,000.00	1.7000%	Auswide Bank	P-2	2,000,000.00	5-Mar-20	2,031,019.18	539531	31,019.18	Annually	
15-Mar-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	12-Mar-21	3,013,397.26	541161	13,397.26	At Maturity	
15-Mar-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	16-Mar-21	3,013,232.88	541203	13,232.88	At Maturity	
29-Mar-22	4,000,000.00	0.5000%	ME Bank	A-2	4,000,000.00	30-Mar-21	4,016,876.71	541231	16,876.71	At Maturity	

# Waverley Council Investment Holdings Report - January 2022



Term Deposits											
Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
19-Apr-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	16-Aug-21	3,006,945.21	541746	6,945.21	At Maturity	
3-May-22	2,500,000.00	0.5000%	ME Bank	A-2	2,500,000.00	28-Apr-21	2,509,554.79	541290	9,554.79	At Maturity	
10-May-22	1,500,000.00	0.5000%	ME Bank	A-2	1,500,000.00	18-May-21	1,505,321.92	541347	5,321.92	At Maturity	
24-May-22	1,500,000.00	0.5000%	ME Bank	A-2	1,500,000.00	18-May-21	1,505,321.92	541348	5,321.92	At Maturity	
7-Jun-22	1,500,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	1,500,000.00	9-Sep-21	1,501,787.67	541886	1,787.67	At Maturity	
14-Jun-22	4,000,000.00	0.5500%	ME Bank	A-2	4,000,000.00	16-Jun-21	4,013,863.01	541541	13,863.01	At Maturity	
21-Jun-22	1,500,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	1,500,000.00	9-Sep-21	1,501,787.67	541887	1,787.67	At Maturity	
28-Jun-22	3,000,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	7-Sep-21	3,003,624.66	541865	3,624.66	At Maturity	
12-Jul-22	3,000,000.00	0.3000%	Bendigo and Adelaide Bank	A-2	3,000,000.00	13-Sep-21	3,003,476.71	541896	3,476.71	At Maturity	
19-Jul-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	20-Jul-21	3,008,054.79	541669	8,054.79	At Maturity	
2-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,007,191.78	541733	7,191.78	At Maturity	
9-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,007,191.78	541734	7,191.78	At Maturity	
16-Aug-22	3,000,000.00	0.5000%	ME Bank	A-2	3,000,000.00	10-Aug-21	3,007,191.78	541735	7,191.78	At Maturity	
23-Aug-22	2,500,000.00	0.3000%	Commonwealth Bank of Australia	A-1+	2,500,000.00	24-Aug-21	2,503,308.22	541770	3,308.22	At Maturity	Green
26-Aug-22	5,000,000.00	0.3500%	Suncorp Bank	A-1+	5,000,000.00	26-Aug-21	5,007,623.29	541782	7,623.29	At Maturity	
2-Sep-22	2,000,000.00	0.3100%	Commonwealth Bank of Australia	A-1+	2,000,000.00	3-Sep-21	2,002,564.93	541834	2,564.93	At Maturity	Green
13-Sep-22	2,000,000.00	0.3800%	Great Southern Bank	A-2	2,000,000.00	14-Sep-21	2,002,915.07	541899	2,915.07	At Maturity	
8-Nov-22	2,000,000.00	0.8000%	Auswide Bank	P-2	2,000,000.00	3-Nov-20	2,003,945.21	540548	3,945.21	Annually	
15-Nov-22	3,000,000.00	0.5400%	Westpac Group	A-1+	3,000,000.00	18-Nov-21	3,003,328.77	542104	3,328.77	Quarterly	Green
22-Nov-22	3,000,000.00	0.5600%	Westpac Group	A-1+	3,000,000.00	22-Nov-21	3,003,267.95	542108	3,267.95	Quarterly	Green
13-Dec-22	3,000,000.00	0.6900%	Westpac Group	A-1+	3,000,000.00	17-Dec-21	3,002,608.77	542207	2,608.77	Quarterly	Green
10-Jan-23	3,000,000.00	0.7500%	Westpac Group	A-1+	3,000,000.00	17-Jan-22	3,000,924.66	542247	924.66	Quarterly	Green
76,500,000.00		0.6121%			76,500,000.00		76,783,311.52		283,311.52		

# Waverley Council

## Investment Holdings Report - January 2022



### Floating Rate Term Deposits

Maturity Date	Face Value (\$)	Rate (% pa)	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Interest Date	Reference Date
16-May-22	2,500,000.00	1.1449%	Westpac Group 3moBBSW+ 1.10%	A-1+	2,500,000.00	16-May-17	2,506,038.17	535241	6,038.17	16-Feb-22	
	2,500,000.00	1.1449%			2,500,000.00		2,506,038.17		6,038.17		

### Floating Rate Notes

Maturity Date	Face Value (\$)	Rate (% pa)	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Date	Reference Date
28-Oct-22	2,400,000.00	0.9750%	TMB Snr FRN (Oct22) BBSW+0.90%	A-2	2,400,000.00	28-Oct-19	2,410,816.44	538616	256.44	28-Apr-22	
2-Dec-22	3,000,000.00	0.9585%	BOz 'SRI' Snr FRN (Dec22) BBSW+0.90%	A-2	3,000,000.00	2-Dec-19	3,017,195.63	538825	4,805.63	2-Mar-22	
25-Jan-23	1,250,000.00	1.1150%	BEN Snr FRN (Jan23) BBSW+1.05%	A-2	1,250,000.00	25-Jan-18	1,259,392.29	536145	267.29	26-Apr-22	
6-Feb-23	1,100,000.00	1.4450%	NPBS Snr FRN (Feb23) BBSW+1.40%	BBB	1,100,000.00	6-Feb-18	1,114,899.58	536174	3,701.58	7-Feb-22	
21-Feb-23	1,700,000.00	0.9472%	GSB Snr FRN (Feb23) BBSW+0.90%	BBB	1,700,000.00	21-Feb-20	1,713,093.04	539454	3,132.25	21-Feb-22	
30-Jul-24	2,500,000.00	0.8550%	SUN Snr FRN (Jul24) BBSW+0.78%	AA-	2,500,000.00	30-Jul-19	2,518,608.56	538331	58.56	29-Apr-22	
24-Oct-24	1,000,000.00	1.1850%	GSB Snr FRN (Oct24) BBSW+1.12%	BBB	1,000,000.00	24-Oct-19	1,014,549.73	538604	259.73	26-Apr-22	
2-Dec-25	2,250,000.00	0.5785%	BEN Snr FRN (Dec25) BBSW+0.52%	BBB+	2,250,000.00	2-Dec-20	2,236,987.82	540603	2,175.32	2-Mar-22	
24-Feb-26	1,300,000.00	0.4950%	SUN Snr FRN (Feb26) BBSW+0.45%	AA-	1,300,000.00	24-Feb-21	1,290,296.48	540958	1,216.48	24-Feb-22	
4-Mar-26	4,000,000.00	0.6850%	NPBS Snr FRN (Mar26) BBSW+0.63%	BBB	4,000,000.00	4-Mar-21	3,975,438.90	540983	4,278.90	4-Mar-22	
18-Jun-26	4,000,000.00	0.7150%	BEN Snr FRN (Jun26) BBSW+0.65%	BBB+	4,000,000.00	11-Jun-21	3,974,369.32	541523	3,369.32	18-Mar-22	
15-Sep-26	3,750,000.00	0.5421%	SUN Snr FRN (Sep26) BBSW+0.48%	AA-	3,750,000.00	9-Sep-21	3,708,648.37	541877	2,673.37	15-Mar-22	
23-Dec-26	5,000,000.00	0.4721%	CBA Green Snr FRN (Dec26) BBSW+0.41%	AA-	5,000,000.00	21-Sep-21	4,940,336.67	541916	2,586.67	23-Mar-22	
	33,250,000.00	0.7540%			33,250,000.00		33,174,632.83		28,781.54		

# Waverley Council

## Accrued Interest Report - January 2022



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
<u>Floating Rate Note</u>									
TMB Snr FRN (Oct22) BBSW+ 0.90%	538616			28-Oct-19	28-Oct-22	5,814.60	31	1,962.90	.96%
BOz 'SRI' Snr FRN (Dec22) BBSW+ 0.90%	538825			02-Dec-19	02-Dec-22	0.00	31	2,442.21	.96%
BEN Snr FRN (Jan23) BBSW+ 1.05%	536145			25-Jan-18	25-Jan-23	3,440.55	31	1,164.83	1.10%
NPBS Snr FRN (Feb23) BBSW+ 1.40%	536174			06-Feb-18	06-Feb-23	0.00	31	1,349.99	1.45%
GSB Snr FRN (Feb23) BBSW+ 0.90%	539454			21-Feb-20	21-Feb-23	0.00	31	1,367.60	.95%
SUN Snr FRN (Jul24) BBSW+ 0.78%	538331			30-Jul-19	30-Jul-24	5,473.89	31	1,805.55	.85%
GSB Snr FRN (Oct24) BBSW+ 1.12%	538604			24-Oct-19	24-Oct-24	2,897.04	31	991.95	1.17%
BEN Snr FRN (Dec25) BBSW+ 0.52%	540603			02-Dec-20	02-Dec-25	0.00	31	1,105.49	.58%
SUN Snr FRN (Feb26) BBSW+ 0.45%	540958			24-Feb-21	24-Feb-26	0.00	31	546.53	.49%
NPBS Snr FRN (Mar26) BBSW+ 0.63%	540983			04-Mar-21	04-Mar-26	0.00	31	2,327.12	.68%
BEN Snr FRN (Jun26) BBSW+ 0.65%	541523			18-Jun-21	18-Jun-26	0.00	31	2,429.05	.72%
SUN Snr FRN (Sep26) BBSW+ 0.48%	541877			15-Sep-21	15-Sep-26	0.00	31	1,726.55	.54%
CBA Green Snr FRN (Dec26) BBSW+ 0.41%	541916			23-Sep-21	23-Dec-26	0.00	31	2,004.67	.47%
Floating Rate Note Total						17,626.08		21,224.44	.75%
<u>Floating Rate Term Deposits</u>									
Westpac Group	535241			16-May-17	16-May-22	0.00	31	2,430.95	1.14%
Floating Rate Term Deposits Total						0.00		2,430.95	1.14%
<u>Managed Funds</u>									
Short Term Income Fund	411310	Builder Deposits		01-Dec-15		0.00	31	-2,121.81	-1.13%
Cash Fund	505262			30-Jul-15		0.00	31	-5.01	-.00%
Managed Funds Total						0.00		-2,126.82	-.57%
<u>Term Deposit</u>									



# Waverley Council

## Accrued Interest Report - January 2022



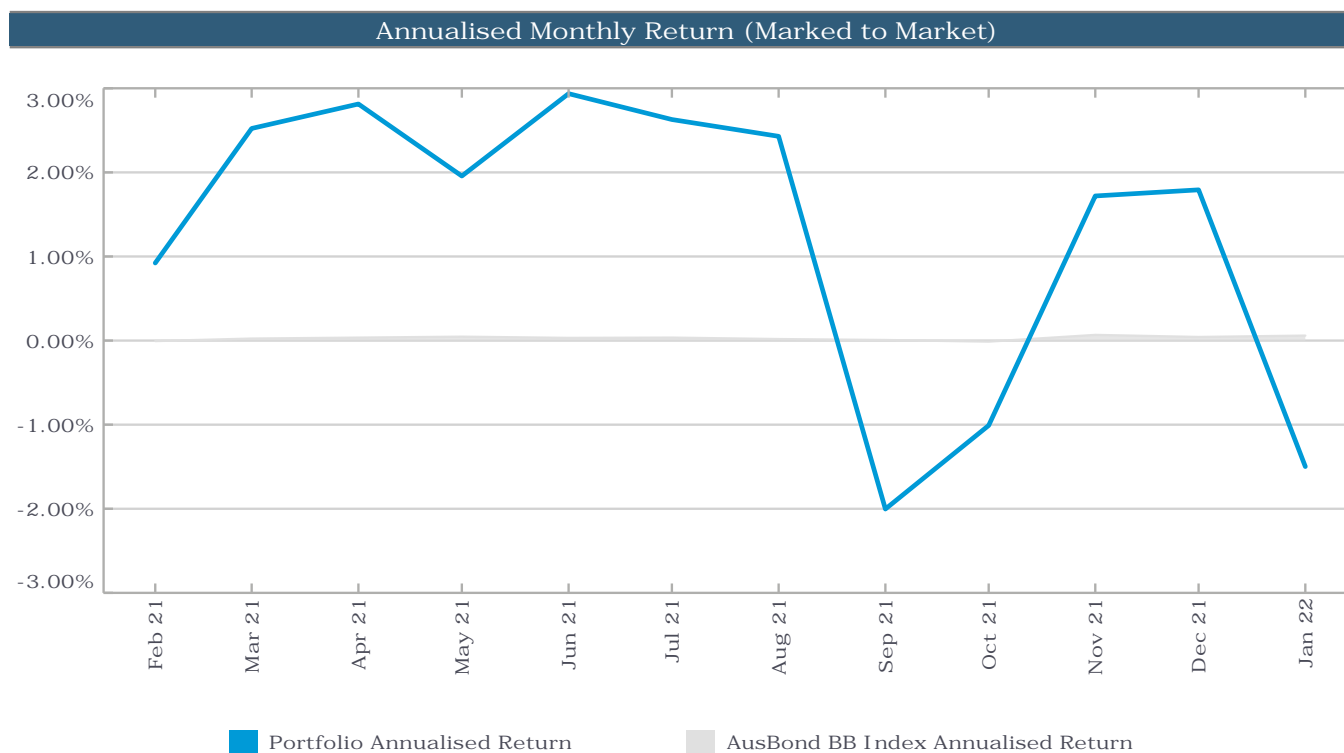
Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Auswide Bank	540819			12-Jan-21	11-Jan-22	10,969.86	10	301.37	.55%
Auswide Bank	540888			25-Jan-21	25-Jan-22	16,500.00	24	1,084.93	.55%
Commonwealth Bank of Australia	540937	Green		10-Feb-21	01-Feb-22	0.00	31	870.55	.41%
Newcastle Permanent Building Society	537553			19-Feb-19	08-Feb-22	0.00	31	7,771.23	3.05%
Auswide Bank	539531			05-Mar-20	08-Mar-22	0.00	31	2,887.67	1.70%
ME Bank	541161			12-Mar-21	15-Mar-22	0.00	31	1,273.97	.50%
ME Bank	541203			16-Mar-21	15-Mar-22	0.00	31	1,273.98	.50%
ME Bank	541231			30-Mar-21	29-Mar-22	0.00	31	1,698.63	.50%
ME Bank	541746			16-Aug-21	19-Apr-22	0.00	31	1,273.98	.50%
ME Bank	541290			28-Apr-21	03-May-22	0.00	31	1,061.64	.50%
ME Bank	541347			18-May-21	10-May-22	0.00	31	636.99	.50%
ME Bank	541348			18-May-21	24-May-22	0.00	31	636.99	.50%
Bendigo and Adelaide Bank	541886			09-Sep-21	07-Jun-22	0.00	31	382.19	.30%
ME Bank	541541			16-Jun-21	14-Jun-22	0.00	31	1,868.49	.55%
Bendigo and Adelaide Bank	541887			09-Sep-21	21-Jun-22	0.00	31	382.19	.30%
Bendigo and Adelaide Bank	541865			07-Sep-21	28-Jun-22	0.00	31	764.39	.30%
Bendigo and Adelaide Bank	541896			13-Sep-21	12-Jul-22	0.00	31	764.38	.30%
ME Bank	541669			20-Jul-21	19-Jul-22	0.00	31	1,273.97	.50%
ME Bank	541733			10-Aug-21	02-Aug-22	0.00	31	1,273.97	.50%
ME Bank	541734			10-Aug-21	09-Aug-22	0.00	31	1,273.97	.50%
ME Bank	541735			10-Aug-21	16-Aug-22	0.00	31	1,273.97	.50%
Commonwealth Bank of Australia	541770	Green		24-Aug-21	23-Aug-22	0.00	31	636.99	.30%
Suncorp Bank	541782			26-Aug-21	26-Aug-22	0.00	31	1,486.30	.35%
Commonwealth Bank of Australia	541834	Green		03-Sep-21	02-Sep-22	0.00	31	526.57	.31%

Waverley Council  
Accrued Interest Report - January 2022



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Great Southern Bank	541899			14-Sep-21	13-Sep-22	0.00	31	645.48	.38%
Auswide Bank	540548			03-Nov-20	08-Nov-22	0.00	31	1,358.91	.80%
Westpac Group	542104	Green		18-Nov-21	15-Nov-22	0.00	31	1,375.89	.54%
Westpac Group	542108	Green		22-Nov-21	22-Nov-22	0.00	31	1,426.85	.56%
Westpac Group	542207	Green		17-Dec-21	13-Dec-22	0.00	31	1,758.09	.69%
Westpac Group	542247	Green		17-Jan-22	10-Jan-23	0.00	15	924.66	.75%
Term Deposit Total						27,469.86		40,169.19	.61%
						45,095.94		61,697.76	<u>.62%</u>

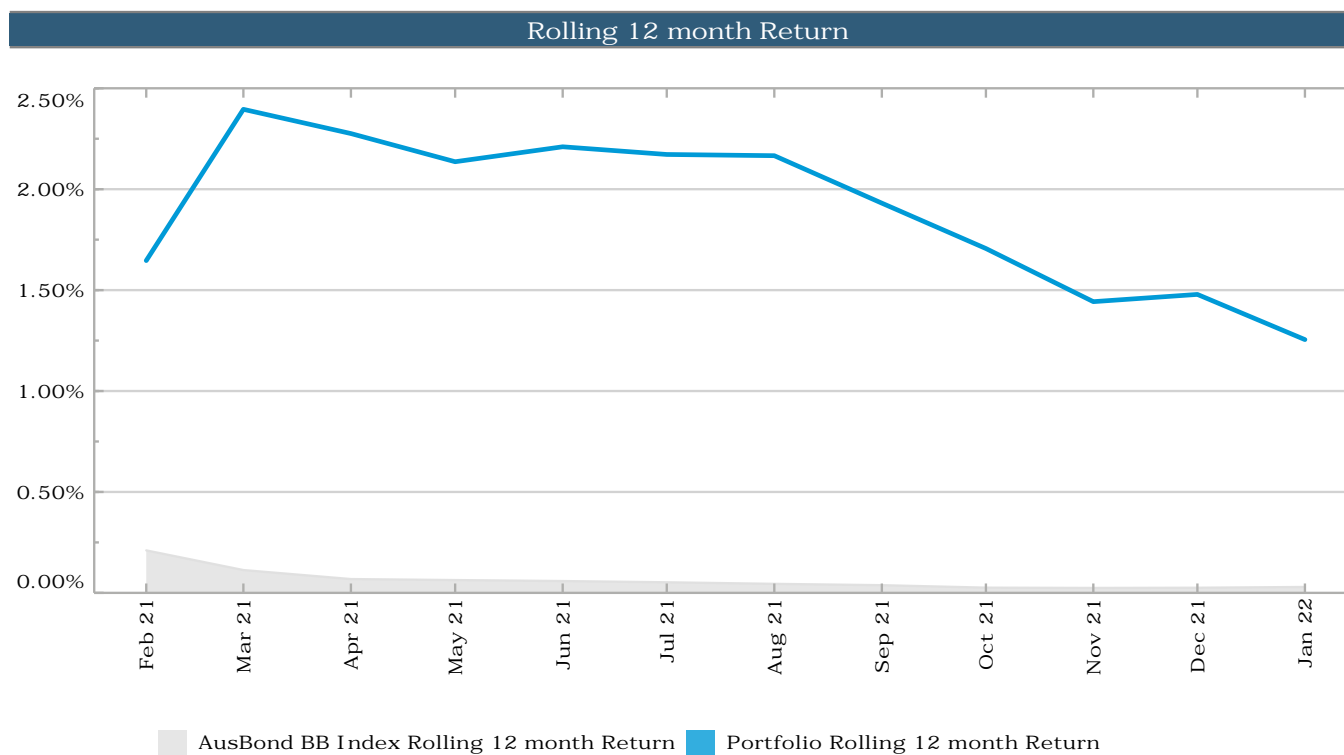
Waverley Council  
Investment Performance Report - January 2022



#### Historical Performance Summary

	Portfolio	AusBond BB Index	Outperformance
Jan 2022	-1.50%	0.06%	-1.56%
Last 3 Months	0.65%	0.06%	0.59%
Last 6 Months	0.23%	0.03%	0.20%
Financial Year to Date	0.57%	0.03%	0.54%
Last 12 months	1.25%	0.03%	1.22%

Waverley Council  
Investment Performance Report - January 2022



**Historical Performance Summary (actual)**

	Portfolio	AusBond BB Index	Outperformance
Jan 2022	-0.13%	0.01%	-0.14%
Last 3 Months	0.16%	0.01%	0.15%
Last 6 Months	0.11%	0.02%	0.09%
Financial Year to Date	0.34%	0.02%	0.32%
Last 12 months	1.25%	0.03%	1.22%

## Waverley Council Environmental Commitments Report - January 2022

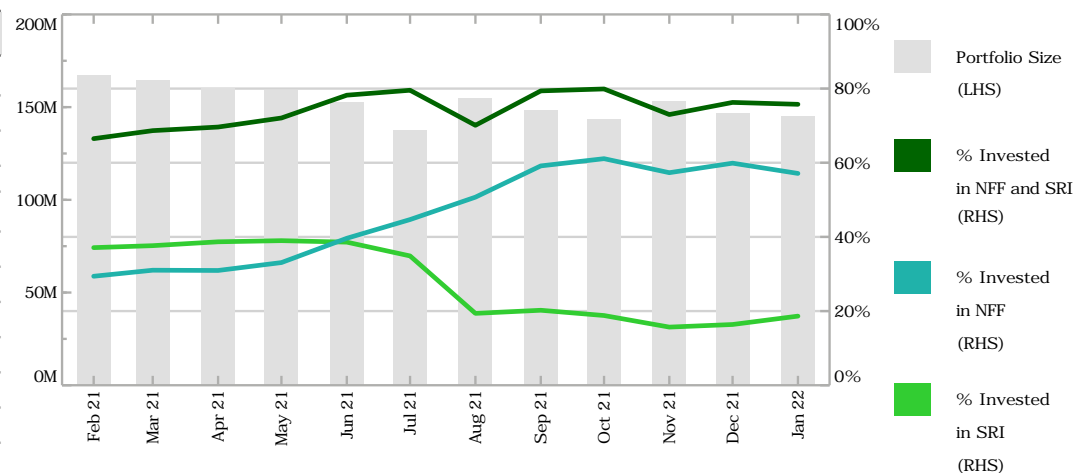


### Current Breakdown

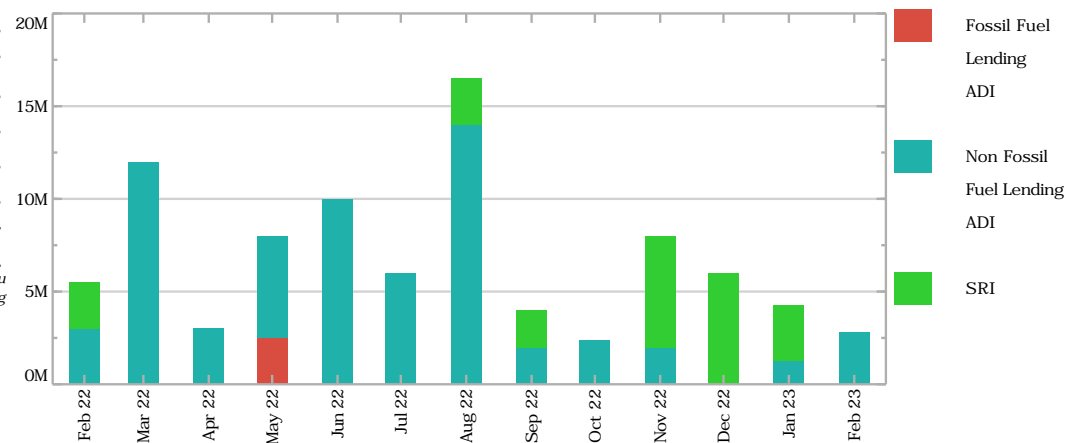
ADI Lending Status *	Current Month (\$)	Previous Month (\$)
<b>Fossil Fuel Lending ADIs</b>		
Commonwealth Bank of Australia	16,379,628	15,814,845
Westpac Group	2,500,000	2,500,000
	18,879,628 13.0%	18,314,845 12.5%
<b>Non Fossil Fuel Lending ADIs</b>		
Auswide Bank	4,000,000	9,000,000
Bendigo and Adelaide Bank	16,500,000	16,500,000
Great Southern Bank	4,700,000	4,700,000
Members Equity Bank	34,500,000	34,500,000
Newcastle Permanent Building Society	8,100,000	8,100,000
Suncorp Bank	12,550,000	12,550,000
Teachers Mutual Bank	2,400,000	2,400,000
	82,750,000 57.1%	87,750,000 59.9%
<b>Other</b>		
NSW T-Corp (Cash)	4,402,648	4,404,775
NSW T-Corp (LT)	11,838,907	12,058,782
	16,241,555 11.2%	16,463,557 11.2%
<b>Socially Responsible Investment</b>		
Bank Australia (Sustainability)	3,000,000	3,000,000
CBA (Green)	12,000,000	12,000,000
Westpac Group (Green TD)	12,000,000	9,000,000
	27,000,000 18.6%	24,000,000 16.4%
	144,871,183	146,528,402

\* source: <http://www.marketforces.org.au>  
Percentages may not add up to 100% due to rounding

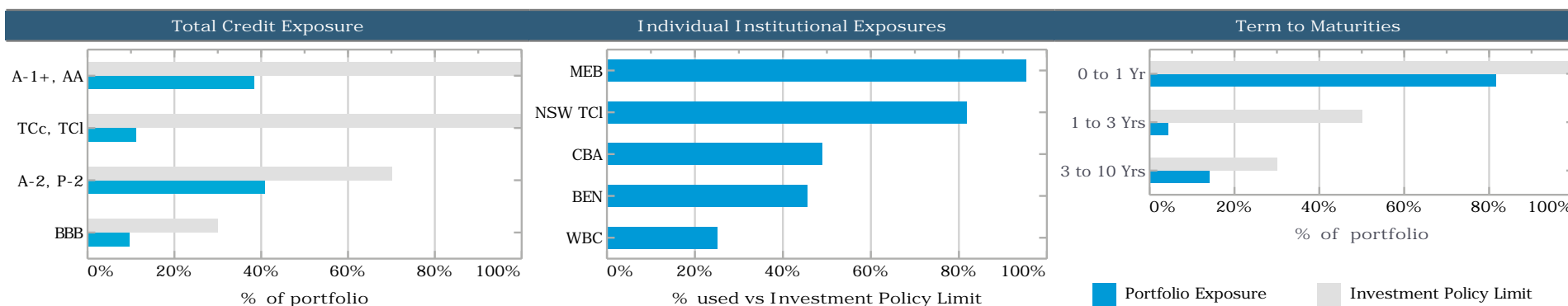
### Historical Portfolio Exposure to NFF Lending ADIs and SRIs



### Upcoming maturities



# Waverley Council Investment Policy Report - January 2022



	Credit Rating	Face Value (\$)	Policy Max
Short Term	A-1+	42,879,628	
Long Term	AA	12,550,000	
		55,429,628	38% 100% a
Short Term	TCc	4,402,648	
Short Term	TCI	11,838,907	
		16,241,555	11% 100% a
Short Term	A-2	55,150,000	
Short Term	P-2	4,000,000	
		59,150,000	41% 70% a
Long Term	BBB	14,050,000	
		14,050,000	10% 30% a
		144,871,183	100%

a = compliant  
r = non-compliant

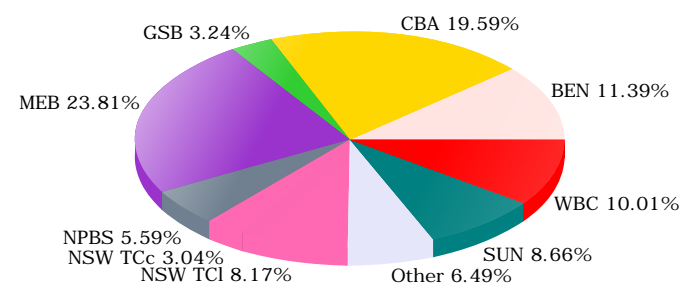
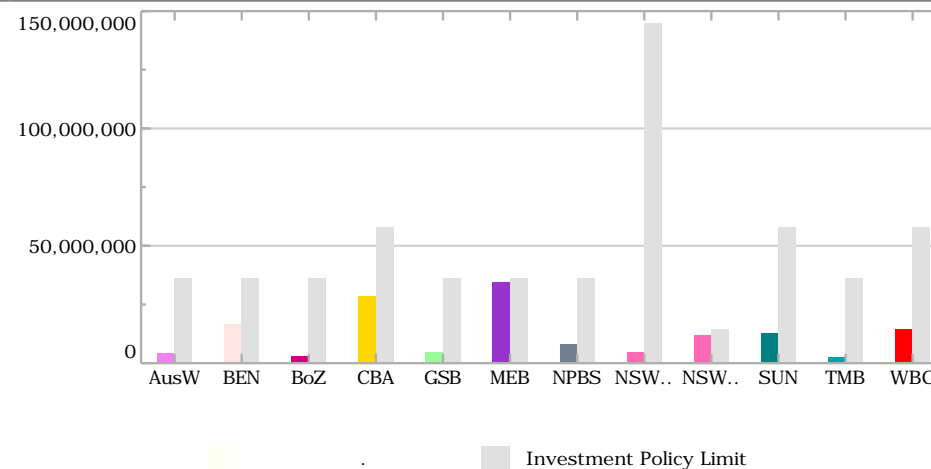
	% used vs Investment Policy Limit
Members Equity Bank (A-2, BBB+)	95% a
NSW T-Corp (LT) (TCI)	82% a
Commonwealth Bank of Australia (A-1+, AA-)	49% a
Bendigo and Adelaide Bank (A-2, BBB+)	46% a
Westpac Group (A-1+, AA-)	25% a
Newcastle Permanent Building Society (A-2, BBB)	22% a
Suncorp Bank (A-1+, AA-)	22% a
Great Southern Bank (A-2, BBB)	13% a
Auswide Bank (P-2, Baa2)	11% a
Bank Australia (A-2, BBB)	8% a
Teachers Mutual Bank (A-2, BBB)	7% a
NSW T-Corp (Cash) (TCc)	3% a

	Face Value (\$)	Policy Max
Between 0 and 1 Year	118,271,183	82% 100% a
Between 1 and 3 Years	6,300,000	4% 50% a
Between 3 and 10 Years	20,300,000	14% 30% a
	144,871,183	
Detailed Maturity Profile		Face Value (\$)
00. Cash + Managed Funds	32,621,183	23%
01. Less Than 30 Days	5,500,000	4%
02. Between 30 Days and 60 Days	12,000,000	8%
03. Between 60 Days and 90 Days	3,000,000	2%
04. Between 90 Days and 180 Days	24,000,000	17%
05. Between 180 Days and 365 Days	41,150,000	28%
06. Between 365 Days and 3 Years	6,300,000	4%
07. Between 3 Years and 5 Years	20,300,000	14%
	144,871,183	

## Waverley Council Individual Institutional Exposures Report - January 2022



Individual Institutional Exposures				Individual Institutional Exposure Charts	
Parent Group	Credit Rating	Portfolio Exposure (\$)	Investment Policy Limit (\$)		
Auswide Bank	P-2, Baa2	4,000,000	36,217,796		
Bank Australia	A-2, BBB	3,000,000	36,217,796		
Bendigo and Adelaide Bank	A-2, BBB+	16,500,000	36,217,796		
Commonwealth Bank of Australia	AA-, A-1+	28,379,628	57,948,473		
Great Southern Bank	A-2, BBB	4,700,000	36,217,796		
Members Equity Bank	A-2, BBB+	34,500,000	36,217,796		
Newcastle Permanent Building Society	A-2, BBB	8,100,000	36,217,796		
NSW T-Corp (Cash)	TCc	4,402,648	144,871,183		
NSW T-Corp (LT)	TCI	11,838,907	14,487,118		
Suncorp Bank	A-1+, AA-	12,550,000	57,948,473		
Teachers Mutual Bank	A-2, BBB	2,400,000	36,217,796		
Westpac Group	A-1+, AA-	14,500,000	57,948,473		
		144,871,183			



Waverley Council  
Cashflows Report - January 2022



Current Month Cashflows					
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
11-Jan-22	540819	Auswide Bank	Term Deposits	Maturity Face Value - Received	2,000,000.00
		Auswide Bank	Term Deposits	Interest - Received	10,969.86
				<u>Deal Total</u>	<u>2,010,969.86</u>
				Day Total	2,010,969.86
17-Jan-22	542247	Westpac Group	Term Deposits	Settlement Face Value - Paid	-3,000,000.00
				<u>Deal Total</u>	<u>-3,000,000.00</u>
				Day Total	-3,000,000.00
24-Jan-22	538604	Great Southern Bank	Floating Rate Note	Coupon - Received	2,897.04
				<u>Deal Total</u>	<u>2,897.04</u>
				Day Total	2,897.04
25-Jan-22	536145	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	3,440.55
				<u>Deal Total</u>	<u>3,440.55</u>
	540888	Auswide Bank	Term Deposits	Maturity Face Value - Received	3,000,000.00
		Auswide Bank	Term Deposits	Interest - Received	16,500.00
				<u>Deal Total</u>	<u>3,016,500.00</u>
				Day Total	3,019,940.55
28-Jan-22	538616	Teachers Mutual Bank	Floating Rate Note	Coupon - Received	5,814.60
				<u>Deal Total</u>	<u>5,814.60</u>
				Day Total	5,814.60
31-Jan-22	538331	Suncorp Bank	Floating Rate Note	Coupon - Received	5,473.89
				<u>Deal Total</u>	<u>5,473.89</u>
				Day Total	5,473.89
				<u>Net Cash Movement for Period</u>	<u>2,045,095.94</u>

Next Month Cashflows					
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Due
1-Feb-22	540937	Commonwealth Bank of Australia	Term Deposit	Maturity Face Value - Received	2,500,000.00
		Commonwealth Bank of Australia	Term Deposit	Interest - Received	9,997.26
				<u>Deal Total</u>	<u>2,509,997.26</u>
				Day Total	2,509,997.26
7-Feb-22	536174	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	3,962.86
				<u>Deal Total</u>	<u>3,962.86</u>



Waverley Council  
Cashflows Report - January 2022



Next Month Cashflows					
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Due
				Day Total	3,962.86
8-Feb-22	537553	Newcastle Permanent Building Society	Term Deposit	Maturity Face Value - Received	3,000,000.00
		Newcastle Permanent Building Society	Term Deposit	Interest - Received	88,742.47
				<u>Deal Total</u>	<u>3,088,742.47</u>
				Day Total	3,088,742.47
16-Feb-22	535241	Westpac Group	Floating Rate Term Deposits	Interest - Received	7,214.44
				<u>Deal Total</u>	<u>7,214.44</u>
				Day Total	7,214.44
18-Feb-22	542104	Westpac Group	Term Deposit	Interest - Received	4,083.29
				<u>Deal Total</u>	<u>4,083.29</u>
				Day Total	4,083.29
21-Feb-22	539454	Great Southern Bank	Floating Rate Note	Coupon - Received	4,014.57
				<u>Deal Total</u>	<u>4,014.57</u>
				Day Total	4,014.57
22-Feb-22	542108	Westpac Group	Term Deposit	Interest - Received	4,234.52
				<u>Deal Total</u>	<u>4,234.52</u>
				Day Total	4,234.52
24-Feb-22	540958	Suncorp Bank	Floating Rate Note	Coupon - Received	1,621.97
				<u>Deal Total</u>	<u>1,621.97</u>
				Day Total	1,621.97
				<u>Net Cash Movement for Period</u>	<u>5,623,871.38</u>

## REPORT

### CM/7.6/22.02



**Subject:** Councillor Expenses and Facilities - Six-monthly Report

**TRIM No:** SF18/2204

**Author:** Richard Coelho, Executive Manager, Governance and Risk

**Director:** Richard Sheridan, Interim Director, Finance and Governance

#### RECOMMENDATION:

That Council receives and notes the six-monthly report on Councillor expenses and facilities for the period 1 July 2021 to 3 December 2021 attached to the report.

#### 1. Executive Summary

The purpose of this report is to report on the provision of expenses and facilities to Councillors, as required by the Councillor Expenses and Facilities Policy.

#### 2. Introduction/Background

Council adopted the Councillor Expenses and Facilities Policy in May 2018 based on the Office of Local Government's (OLG) Councillor Expenses and Facilities Policy template. The policy requires Council to report on the provision of expenses and facilities to Councillors every six months.

#### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 21 July 2021	CM/7.2/21.07	That Council receives and notes the annual report on Councillor expenses and facilities for the period 1 July 2020 to 30 June 2021 attached to the report.
Council 15 May 2018	CM/7.7/18.05	<p>That Council:</p> <ol style="list-style-type: none"> <li>Adopts the Councillor Expenses and Facilities Policy attached to this report subject to the following amendments: <ol style="list-style-type: none"> <li>Subject to compliance with the relevant legislation, one beach parking permit be provided to each councillor.</li> <li>One name badge be provided to each councillor.</li> </ol> </li> <li>Notes that all yearly allowances will: <ol style="list-style-type: none"> <li>Commence on 1 July of each year.</li> </ol> </li> </ol>

		<p>(b) Be allocated each financial year.</p> <p>(c) Be applied on a pro rata basis in the final year of the term.</p> <p>3. Notes that the term allowance for information and communications technology (ICT) equipment will be adjusted to account for:</p> <p>(a) The current term being only three years (i.e. \$6,000).</p> <p>(b) Expenses already incurred in this Council term by each respective Councillor.</p> <p>4. Allocates an additional \$33,500 in the 2018/19 budget to meet the anticipated additional costs associated with the new Councillor Expenses and Facilities policy.</p>
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#### 4. Discussion

Clause 15.2 of the Councillor Expenses and Facilities Policy states that:

*Detailed reports on the provision of expenses and facilities to Councillors will be publicly tabled at a Council meeting every six months and published in full on Council's website. These reports will include expenditure summarised by individual Councillor and as a total for all Councillors.*

The report is attached. It outlines each Councillor's expenditure against budget and the remaining budget for each expense category under the policy up to and including 3 December 2021, subject to following points:

- The report does not cover the period between 4 December (the date of the local government elections) and 21 December 2021 (the day before the election results were declared). In this period, there were no Councillors and therefore no expenses could be incurred.
- The report does not cover the period between 22 December and 31 December 2021, which includes the new term of Council. Expenses incurred during this period will be shown in the next report.
- Given that the policy allows Councillors six months in which to submit claims for reimbursement, it is possible that not all expenditure claims are accounted for. The internal auditor has previously recommended that, when the policy is reviewed, the lodgement period be reduced to three months as per the OLG template to improve efficiency, accuracy and best practice accounting reconciliation and reporting.
- The carer expense category allows Councillors to claim carer expenses on a per hour basis as needed in accordance with the provisions of the Policy. This means that there is no upper limit on the amount that can be claimed. Finance has allocated a nominal figure per Councillor for budgeting purposes only.
- The ICT device (equipment) allowance is a term allowance. The 'remaining funds' figure in the attachment is the balance that was carried over the years of the previous term (2017–2021). At the

commencement of the previous term in 2017, all Councillors had a budget of \$6,000, given that the term at that stage was to be three years, rather than four. This amount was increased by \$2,000, following the NSW Government's decision to postpone the elections from September 2020 to September 2021. As a result of the further postponement to December 2021, an extra \$1,000 was made available to Councillors, if required.

- The fees paid to Councillors are separate to expenses and facilities and are therefore not included in the attached report.

With the commencement of the new term, all new and returning Councillors will be able to claim 100% of their yearly allocations from 22 December 2021 to 30 June 2022, rather than 50%.

The requirement to report to Council every six months on Councillor expenses is in addition to the statutory reporting of Councillor expenses and facilities in the annual report; see clause 15.1 of the policy and clause 217 of the *Local Government (General) Regulation 2005*.

## **5. Financial impact statement/Time frame/Consultation**

All Councillor expenditure is within budget.

## **6. Conclusion**

This report satisfies the requirement on Council to report on the provision of Councillor expenses and facilities every six months.

## **7. Attachments**

1. Councillor expenses - 1 July 2021-3 December 2021 [↓](#) .

**Councillor expenses****1 July 2021–3 December 2021**

<b>Natural Account</b>	<b>2021/22 Current Approved Budget</b>	<b>2021/22 YTD Actuals</b>	<b>2021/22 Remaining Funds on Current Budget</b>
<b>11002. Elected Member - Goltzman</b>	<b>(10,650)</b>	<b>(1,245)</b>	<b>(9,405)</b>
4406. Councillors - Home Office Expense	(1,200)	0	(1,200)
4496. Councillors Equipment	0	0	0
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(1,109)	(3,091)
4506. Councillors - General Travel Expenses	(750)	(136)	(614)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11004. Elected Member - Burrill</b>	<b>(10,783)</b>	<b>0</b>	<b>(10,783)</b>
4406. Councillors - Home Office Expense	(1,200)	0	(1,200)
4496. Councillors Equipment	(133)	0	(133)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	0	(4,200)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11006. Elected Member - Wakefield</b>	<b>(13,243)</b>	<b>(2,186)</b>	<b>(11,057)</b>
4406. Councillors - Home Office Expense	(1,200)	(118)	(1,082)
4496. Councillors Equipment	(2,593)	0	(2,593)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(2,068)	(2,132)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11008. Elected Member - Wy Kanak</b>	<b>(18,452)</b>	<b>(70)</b>	<b>(18,382)</b>
4406. Councillors - Home Office Expense	(1,200)	0	(1,200)
4496. Councillors Equipment	(7,802)	0	(7,802)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(70)	(4,130)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11009. Elected Member - Betts</b>	<b>(12,603)</b>	<b>(2,989)</b>	<b>(9,614)</b>
4406. Councillors - Home Office Expense	(1,200)	(1,029)	(171)
4496. Councillors Equipment	(1,953)	0	(1,953)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(1,410)	(2,790)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	(550)	(1,950)
<b>11011. Elected Member - Kay</b>	<b>(11,059)</b>	<b>(1,439)</b>	<b>(9,620)</b>
4406. Councillors - Home Office Expense	(1,200)	(600)	(600)
4496. Councillors Equipment	(409)	0	(409)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(839)	(3,361)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11012. Elected Member - Masselos</b>	<b>(16,094)</b>	<b>(1,372)</b>	<b>(14,722)</b>

4406. Councillors - Home Office Expense	(1,200)	0	(1,200)
4496. Councillors Equipment	(5,444)	(1,064)	(4,380)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(273)	(3,927)
4506. Councillors - General Travel Expenses	(750)	(35)	(715)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11021. Elected Member - Keenan</b>	<b>(19,181)</b>	<b>(1,696)</b>	<b>(17,485)</b>
4406. Councillors - Home Office Expense	(1,200)	0	(1,200)
4496. Councillors Equipment	(5,476)	0	(5,476)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	0	(4,200)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4509. Mayoral Fees	(3,055)	(1,696)	(1,359)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11022. Elected Member - Copeland</b>	<b>(14,486)</b>	<b>(547)</b>	<b>(13,939)</b>
4406. Councillors - Home Office Expense	(1,200)	(45)	(1,155)
4496. Councillors Equipment	(3,836)	0	(3,836)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(502)	(3,698)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11024. Elected Member - Lewis</b>	<b>(16,025)</b>	<b>0</b>	<b>(16,025)</b>
4406. Councillors - Home Office Expense	(1,200)	0	(1,200)
4496. Councillors Equipment	(5,375)	0	(5,375)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	0	(4,200)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)
<b>11025. Elected Member - Nemesh</b>	<b>(10,914)</b>	<b>(2,607)</b>	<b>(8,307)</b>
4406. Councillors - Home Office Expense	(1,200)	(600)	(600)
4496. Councillors Equipment	(264)	0	(264)
4498. Councillors Care Related Expenses	(2,000)	0	(2,000)
4499. Councillors - ICT Usage Expense	(4,200)	(2,007)	(2,193)
4506. Councillors - General Travel Expenses	(750)	0	(750)
4512. Councillors - Professional Development	(2,500)	0	(2,500)

## REPORT

### CM/7.7/22.02



WAVERLEY  
COUNCIL

**Subject:** Delivery Program 2018-22 - Six-monthly Progress Report

**TRIM No:** A21/0034

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

**Director:** Richard Sheridan, Interim Director, Finance and Governance

### RECOMMENDATION:

That Council receives and notes the progress report on the Delivery Program 2018–22 attached to the report.

### 1. Executive Summary

This report provides a summary of progress for activities from the Operational Plan 2021–22 for the period 1 July 2021 to 31 December 2021 as they reflect progress for the deliverables identified in the Delivery Program. The Six-monthly Progress Report is attached to the report. The Six-monthly Progress Report sets out Council's progress in delivering the projects and programs within the Operational Plan. It also contains reporting on detailed targets and measures within the Plan and Delivery Program.

Progress is summarised in the table below.

*Table 1. Summary of progress.*

Themes	Completed	In Progress	In Progress – Impacted by COVID-19	Delayed	Delayed – Impacted by COVID-19
<b>Overall</b>	<b>11%</b>	<b>68%</b>	<b>13%</b>	<b>3%</b>	<b>5%</b>
Arts and Culture	0%	100%	0%	0%	0%
Community Services and Well-Being	0%	48%	43%	0%	9%
Recreation and Open Spaces	0%	67%	33%	0%	0%
Local Economy	25%	50%	25%	0%	0%
Planning, Development and Heritage	21%	69%	5%	0%	5%
Transport, Pedestrians and Parking	22%	64%	0%	0%	14%
Buildings and Infrastructure	0%	60%	40%	0%	0%
Sustainable Environment	9%	82%	4%	0%	5%
Sustainable Waste	0%	81%	13%	0%	6%
Corporate Leadership and Engagement	9%	73%	3%	12%	3%
Knowledge and Innovation	45%	44%	11%	0%	0%

Of the total 161 actions in the Operational Plan 2021–22, 11% (18) of the actions in the Operational Plan were completed, 68% (110) are in progress, another 13% (20) are in progress but are impacted by COVID-19, 3% (5) were delayed due to operational reasons and 5% (8) were delayed due to COVID-19.

## 2. Introduction/Background

Section 404(5) of the *Local Government Act 1993* requires that the General Manager ensures 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 the Community Strategic Plan 2018–2029. 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).

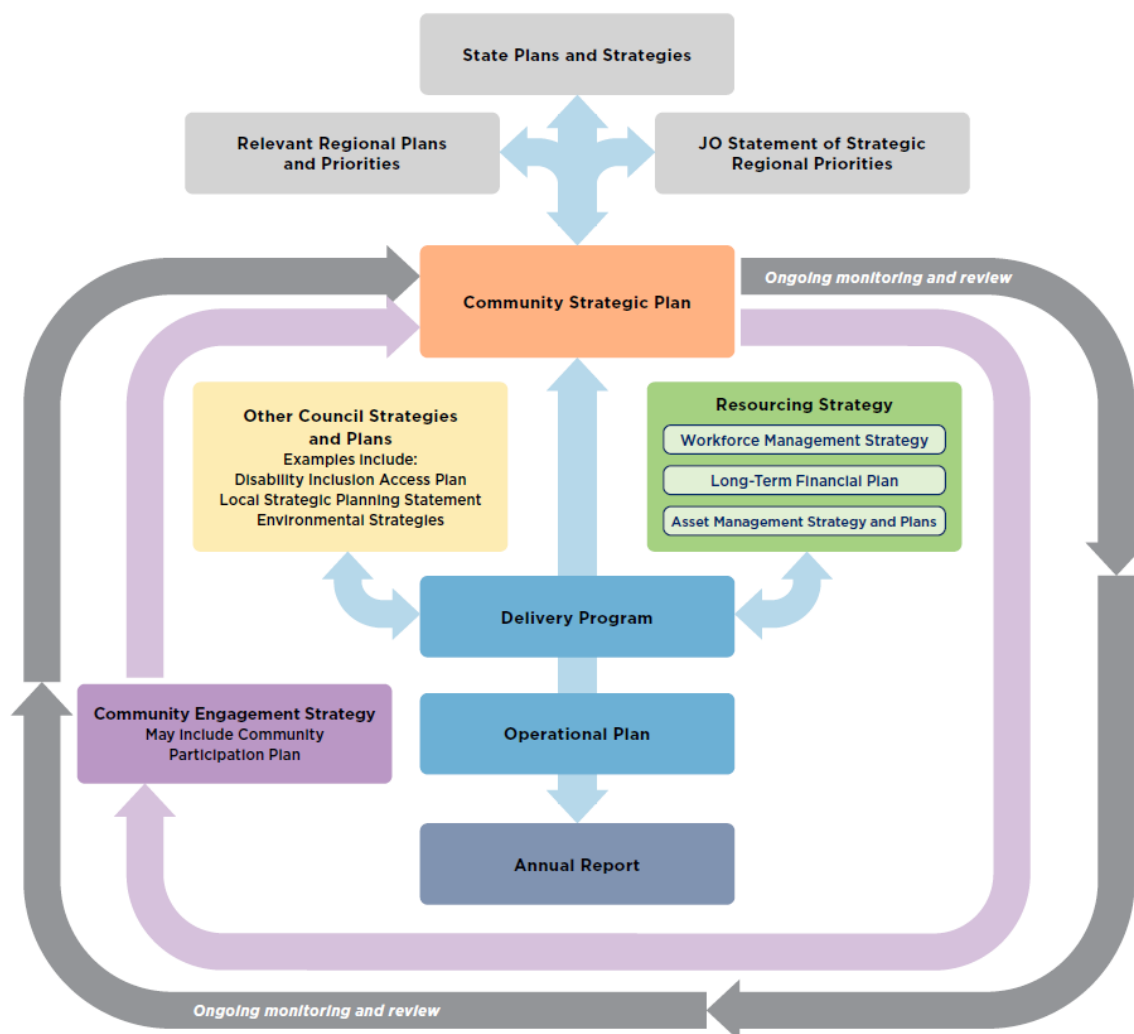


Figure 1. Integrated planning and reporting (IP&R) framework.

To meet legislative requirements, Council reports bi-annually against actions in its annual Operational Plan as a measure of progress towards achieving the delivery program, and ultimately the community's vision.

## 3. Relevant Council Resolutions

Nil.



#### **4. Discussion**

The Delivery Program is Council's commitment, during its term of office, to what it is going to deliver to the community 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 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. The Operational Plan is a subset of the Delivery Program—not a separate entity so the Delivery Program and the Operational Plan need to be wholly complementary.

This report is the seventh progress report on Waverley's Community Strategic Plan 2018–2029. The Community Strategic Plan reflects the Waverley community's long-term priorities and aspirations for the future.

The Delivery Program sets out a plan to respond to and meet the community's long-term vision as stated in the 11-year Community Strategic Plan within each Council term. This Six-monthly Progress Report is made up of two parts. The first part gives a high-level summary of key milestones and achievements of the Council in implementing the Operational Plan 2021–22. The second part provides detailed reporting on progress in each activity/project in the Operational Plan 2021–22.

Of the 161 activities in this Operational Plan, 28 activities were impacted by COVID-19. Activities such as events were cancelled or placed on hold in line with public health and safety measures, while some other business as usual activities are in progress but have been impacted by COVID-19. In other instances, resources were diverted for direct COVID-19 related responses. The activities that were delayed due to operational reasons include dependency on another activity completion, awaiting state decisions, and resourcing decisions.

#### **5. Financial impact statement/Time frame/Consultation**

The actions in the Operational Plan 2021–22 were included in the budget and work program when the Operational Plan was adopted by Council in June 2021. 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 progress as of 31 December 2021. Generally, deliverables that are delayed remain in the work program. However, COVID-19 and related restrictions may continue to impact on some activities, and it is possible some events and other programs may not be able to be delivered as planned.

#### **6. Conclusion**

The Progress Report on the Delivery Program provides an overview of the program of work Council has delivered as well as detailed reporting against the deliverables set out in the Operational Plan 2021–22 for the period 1 July 2021 31 December 2021. Of the 161 activities in the Operational Plan, 28 activities were impacted by COVID-19.

#### **7. Attachments**

1. Six-monthly Progress Report (July-December 2021) (under separate cover) .

## REPORT

### CM/7.8/22.02



**Subject:** State of our City Report 2017-2021

**TRIM No:** A21/0032

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

**Director:** Richard Sheridan, Interim Director, Finance and Governance

#### RECOMMENDATION:

That Council endorses the State of our City Report 2017–2021 attached to the report.

#### 1. Executive Summary

This report includes the State of our City Report (formerly referred to as End of Term Report 2017–21), which was submitted to the Office of the Local Government and Minister for Local Government in November 2021.

#### 2. Introduction/Background

##### State of our City Report (Formerly End of Term Report)

According to the requirements under section 428 of the *Local Government Act 1993*, councils must prepare an End of Term Report to report on Council's achievements in implementing the Community Strategic Plan over the previous four years. The Annual Report in the year in which an ordinary election of councillors is to be held must include the End of the Term Report.

With the delay in local government elections, the last meeting of the outgoing Council was held in November 2021. Council presented the End of Term Report at the last meeting of the outgoing Council, appended to the Annual Report 2020–21 and presented it to the Minister for Local Government in November 2021.

In September 2021, the Office of the Local Government made amendments to the Integrated Planning and Reporting Guidelines and Manual to reflect legislative changes enacted through the *Local Government Amendment (Governance and Planning) Act 2016*. The amendments included changes to the End of Term Report. The End of Term Report was renamed as The State of our City Report. The State of our City Report must be prepared for the incoming council in the year of the ordinary election and endorsed at the second meeting of the incoming Council.

#### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 23 November 2021	CM/7.2/21.11	That Council endorses the Annual Report 2020–21 attached to the report (Attachment 1), including the End of Term Report 2017–21 (Attachment 2) and State of the Environment Report 2021 (Attachment 3), for submission to the Minister of Local Government by 30 November 2021.

#### 4. Discussion

The State of our City Report forms part of the Integrated Planning and Reporting Framework.

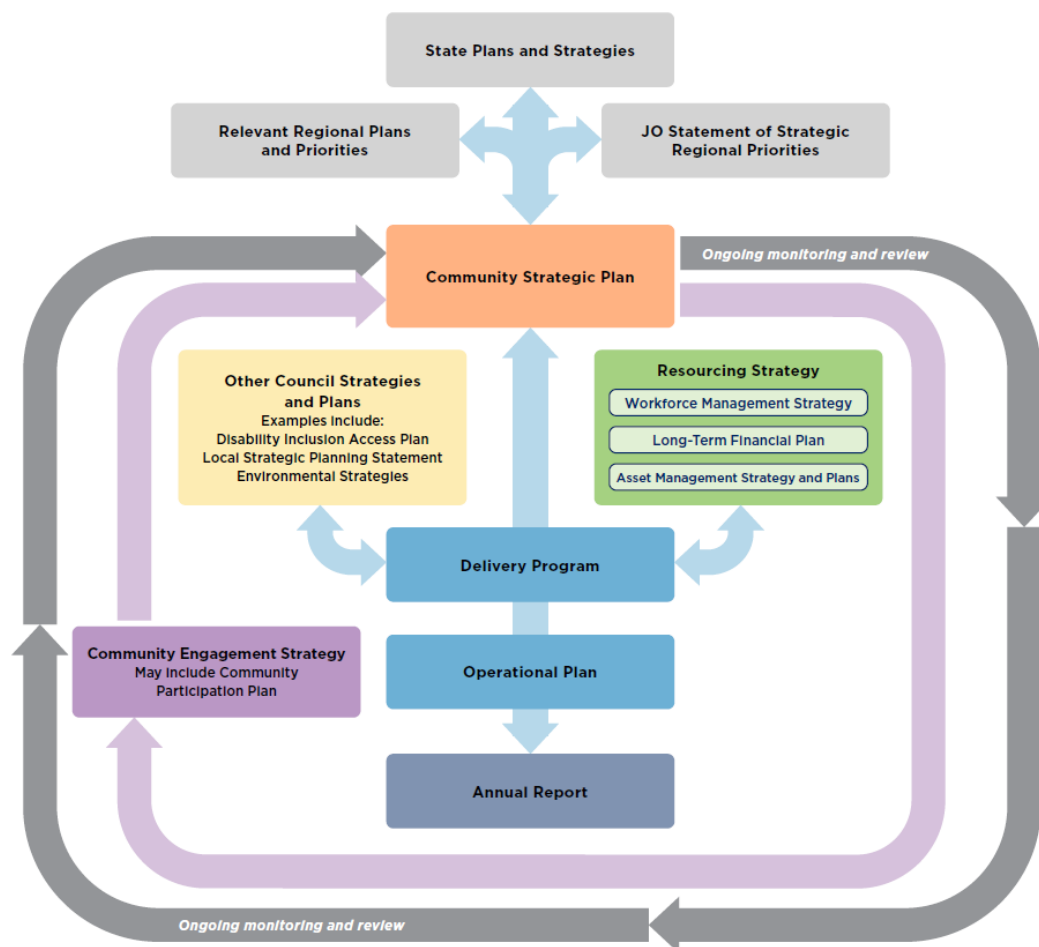


Figure 1. Integrated planning and reporting framework.

#### Community Strategic Plan Review

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

A report on the progress of implementation and the effectiveness of the Community Strategic Plan (the State of our City (formerly referred to as End of Term Report)) must be presented to and endorsed at the second meeting of a newly elected council as part of this review process.

Waverley Community Strategic Plan 2018-2029 is structured around 11 themes. Therefore, the State of our City Report is aligned with the CSP themes. The structure for End of Term Report 2017–2021 is driven by a combination of progress made in implementing the Community Strategic Plan 2018–2029 measured through performance against the Delivery Program 2018–2022, progress made against the method of assessment (which are outcome measures within 11 themes in the Community Strategic Plan), the Community Satisfaction Survey 2021 and other metadata.

In the past four years, Council has focused on delivering the activities set out in the 11 themes

in the Community Strategic Plan. The Strategies in these themes set out high level outcomes with the delivery of projects and activities. The effectiveness of implementation is measured through a:

- Qualitative implementation review.
- Quantitative review of outcome measures through community satisfaction research.

Council commissioned Micromex Research to undertake the Waverley Community Satisfaction Research in 2021 and 2018. In 2021, 400 community members participated in the survey, 121 respondents were recruited through number harvesting. At a 95% confidence level, the greatest error margin is +/- 4.9% for this sample size.

The challenge facing Waverley is mitigating the impact population growth has on the community's quality of life. With this in mind, over the last five years, there has been a consistent increase in overall satisfaction with Council performance. The primary drivers of community satisfaction revolve around the appearance of the area, and the value for money residents receive in relation to services and facilities.

The overall community satisfaction with Council's performance increased from 91% in 2018 to 93% in 2021, an increase in two performance points. The mean ratings and overall satisfaction of Council's performance are higher than Micromex NSW local government area (LGA) benchmarks, which are based on similar community surveys undertaken by other councils across NSW. Waverley's satisfaction rate of 93% is 4% above the Micromex LGA industry benchmark of 89% for metro councils.

It is relevant to highlight that the increase in the overall community satisfaction occurred during a period where COVID-19 impacted on a range of Council activities, which resulted in a slight drop in satisfaction in some outcome measures.

## **5. Financial impact statement/Time frame/Consultation**

Funding to implement the Community Strategic Plan 2018–2029 and Delivery Program 2018–2022 over its term is outlined in the Long Term Financial Plan. The progress made in implementing the Delivery Program contributes to the State of our City Report 2017–2021.

## **6. Conclusion**

The State of our City Report 2017–2021 provides Council's achievements in implementing the Waverley Community Strategic Plan 2018–2029 over the previous four years.

## **7. Attachments**

1. The State of our City Report 2017-2021 (under separate cover) .

**REPORT**  
**CM/7.9/22.02**

**Subject:** Community Strategic Plan - Community Engagement Plan

**TRIM No:** A21/0032

**Author:** Oona Nielssen, Communications and Engagement Manager  
Sneha Sabu, Co-ordinator, Corporate Planning and Reporting  
Meredith Graham, Acting Director, Customer Service and Organisation Improvement

**Director:** Emily Scott, General Manager

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**RECOMMENDATION:**

That Council adopts the Community Strategic Plan Community Engagement Plan attached to the report.

**1. Executive Summary**

The purpose of this report is to seek Council endorsement of the Community Engagement Plan to support the preparation of the next iteration of the Community Strategic Plan (CSP) and associated documents, including the Strategic Asset Management Plan and Environmental Action Plan.

Due to changes to the local government elections and subsequent impacts on the engagement program, Council officers identified four options for engaging the community on the CSP. Benefits and issues of each of the options were presented to the Operations and Community Services Committee meeting in September 2021. Council adopted the draft Plan to progress with community engagement in order to prepare and adopt the Integrated Planning and Reporting documents post elections.

**2. Introduction/Background**

Council's Integrated Planning and Reporting (IPR) Framework is prepared in accordance with the requirements set out in the *Local Government Act 1993*. The Act requires Councils to:

- Prepare a community strategic plan for Council endorsement, a plan that identifies the main priorities and aspirations for the future of the local government area covering a period of at least 10 years.
- Establish and implement a community engagement strategy based on social justice principles, for engagement with the local community when developing the community strategic plan.
- Following an ordinary election of councillors, review the community strategic plan before 30 June following the election. The council may endorse the existing plan, endorse amendments to the existing plan or develop and endorse a new community strategic plan, as appropriate to ensure that the area has a community strategic plan covering at least the next 10 years.

Based on the review of the current Community Strategic Plan 2018–2029 and changes to the macro environment, it was recommended that Council prepare a new Community Strategic Plan for the next 10 years, considering the impacts of COVID-19 pandemic on local communities in addition to a range of socio-economic and environmental factors.

The draft Community Engagement Strategy lays out the guiding principles, objectives and available methods for engaging with the community. The methods are based on IAP2 Model of Public Participation:

## IAP2 Spectrum of Public Participation



IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

INCREASING IMPACT ON THE DECISION					
	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

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Figure 1. IAP2 Model of Public Participation.

This report proposes that the attached draft Community Engagement Plan is adopted by the Council for completing the remaining engagement phases to support the preparation of Integrated Planning and Reporting documents. The number of activities in the original Engagement Plan is slightly reduced due to fewer face-to-face opportunities in a pandemic, and early community feedback received.

### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Operations and Community Services Committee 14 September 2021	OC/5.1/21.09	That:  1. Given the delay to the local government elections, Council endorses Option 1 to progress the Community Strategic Plan Community Engagement Plan, as set out in the report.  2. Council adopts the draft Community Strategic Plan Community Engagement Plan attached to the report.  3. In view of the upcoming local government elections and electoral matter restrictions and

		<p>caretaker period commencing on 25 October 2021 and 6 November 2021 respectively, all community and stakeholder sessions conducted prior to 4 December 2021 be facilitated by Council officers or consultants engaged by Council, with Councillors able to attend as observers but not be permitted to participate in any discussions at such sessions.</p> <p>4. Council notes that in February 2022, the new Council will be engaged on the draft Community Engagement Plan and the community feedback received up to 31 January 2022.</p>
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#### 4. Discussion

##### Community Engagement Strategy

The Integrated Planning and Reporting Framework is strengthened by strong community engagement.

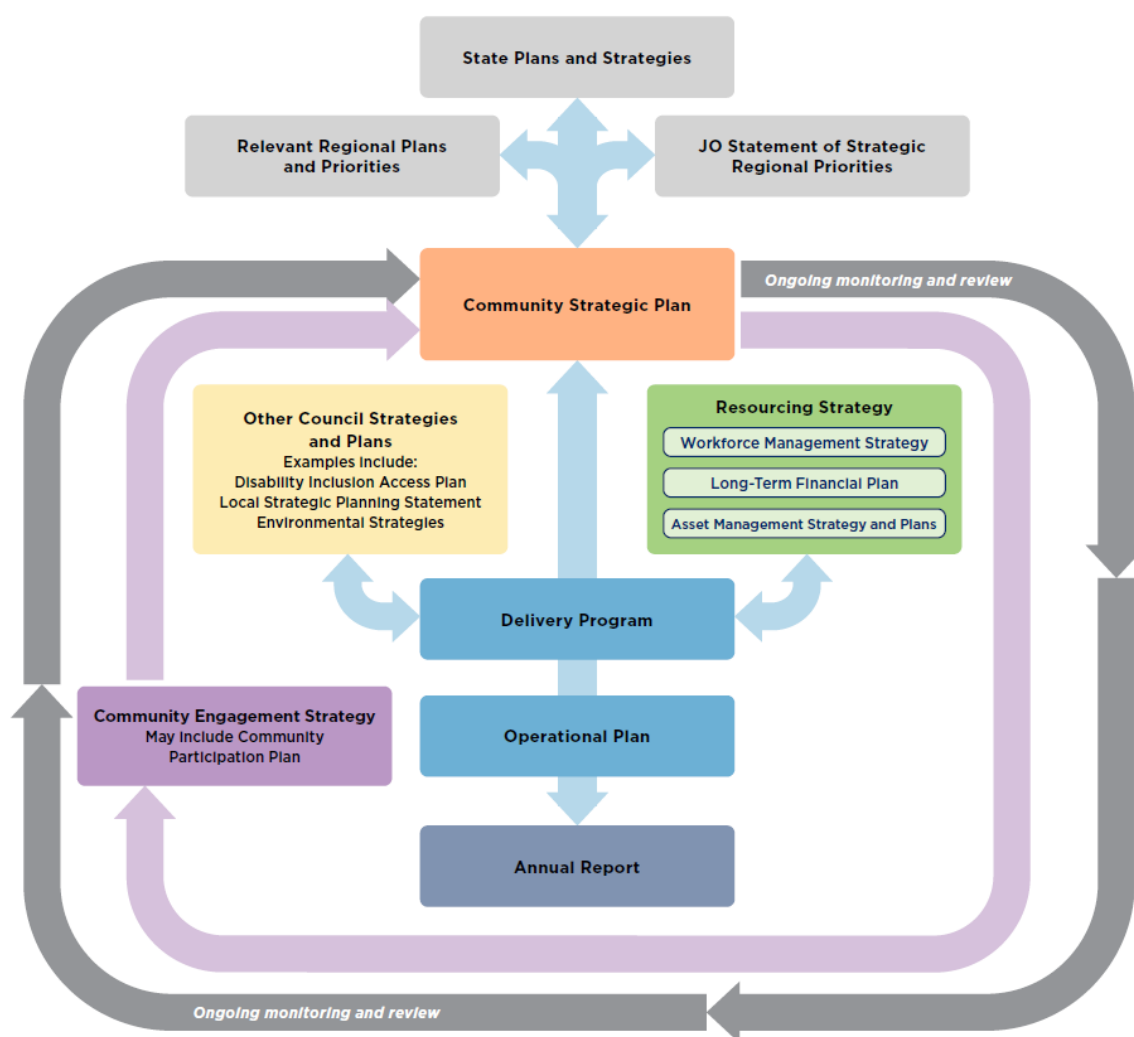


Figure 2. Integrated planning and reporting framework.

Each council is required to create a strategy for how they will engage the community in creating and reviewing their Community Strategic Plan. This strategy must:

- Be based on the social justice principles of access, equity, participation and rights.
- Identify relevant stakeholder groups in the community.
- Outline the methods that the council will use to engage each of these groups.
- Allow sufficient time to effectively undertake the engagement.

In order to ensure Waverley's Community Strategic Plan is relevant and consistent with community needs, Council will engage with our whole community to establish the vision and priorities for Waverley.

Broadly, our community can be categorised as:

- Ratepayers.
- Residents.
- Business owners.
- Visitors.
- Government agencies.
- Community/non-profit agencies.

For all community engagement programs, officers aim to target those community groups relevant to the project and ensure engagement activities are planned with consideration given to our community demographics as well as age, accessibility, people from culturally and linguistically diverse backgrounds, and Aboriginal and Torres Strait Islanders.

Council consultations have been planned to ensure the following:

- The community has opportunity to provide input into decisions, plans and strategies.
- Council is providing the services the community needs.
- The community has avenues to be connected and involved in public life.
- Council is able to work with the community to change behaviour (i.e., sustainability).

### **Impact of delayed Council elections on IPR Program**

On 25 July 2021, the Minister for Local Government published an order in the Gazette under section 318C of the *Local Government Act 1993* postponing all council elections to 4 December 2021. The decision to postpone all council elections was made in response to the escalating outbreak of the Delta variant of the COVID-19 virus in Greater Sydney and the potential for further outbreaks in regional areas.

Despite the delayed election, the IPR timeline has not changed. Council is still required to prepare the IPR suite of documents including the Community Strategic Plan, Delivery Program, Operational Plan, Long Term Financial Plan, Strategic Asset Management Plan and Environmental Action Plan by June 2022.

To ensure Council meets its legislative requirement of adopting the Integrated Planning and Reporting documents, it is important that robust community engagement is initiated well ahead of time. Any delays to the community engagement program would have had impacts on the quality of documents in addition to Council's ability to ensure IAP2 Spectrum of Engagement and Social Equity principles are well considered for engaging the local community to prepare these documents.

Considering the above context, Council officers reviewed four engagement options including the benefits and issues related to each option. The detail of each option that was presented to Council in September 2021 is tabled below.



Table 1. Engagement options.

Options	Benefits	Issues	Recommendation
1. Proceed with the Community Engagement as per the draft CSP Community Engagement Plan (CEP). Councillors were engaged on the CEP in July 2021 at a Councillor workshop. (Please note with the COVID-19 pandemic, few events had to be postponed and face-to-face engagements may have to be transitioned to online where applicable).	<ul style="list-style-type: none"> <li>The next iteration of Community Strategic Plan (CSP), SAMP and EAP will be informed by a robust community engagement</li> <li>The CSP is a community's plan for the future of the local government area. Therefore, it is important community feedback is well captured, including target segments, while drafting a CSP</li> <li>SAMP and EAP are two key resourcing strategies for Waverley. In order to better understand community expectations and conditions of assets/service levels, engagement on these issues will assist the preparation of these documents well in time.</li> </ul>	<ul style="list-style-type: none"> <li>The newly elected Council will be engaged in February after the December local government election. A report will also be presented to the Council at its meeting in February 2022. Any Councillor feedback received from a newly elected Council can be incorporated in the engagement phases after February 2022.</li> </ul>	Option 1 is recommended since this approach will ensure community views are well considered for drafting the CSP and related documents. Any other option will compromise on the robustness of community engagement. This approach will also ensure the documents are adopted in June 2022 with due consideration to community views. IAP2 and social equity principles are well addressed in this engagement approach.
2. Proceed with key elements of engagement such as Phase 2 engagement to determine issues and priorities, service level engagement and other resourcing strategy engagement to inform the preparation of SAMP and EAP.	<ul style="list-style-type: none"> <li>Key target groups and issue related engagement will be robust for the next iteration of CSP</li> <li>SAMP and EAP are two key resourcing strategies for Waverley. Understanding community expectations on conditions of assets/service level are critical for completing these documents in time.</li> </ul>	<ul style="list-style-type: none"> <li>Since only key elements of engagement in Phase 2 are covered, the scale and scope of engagement may not be optimised.</li> <li>The newly elected Council will be engaged in February after local government election. A report will also be presented to the Council at its meeting in February 2022. Any Councillor feedback received from newly elected Council can be incorporated in the</li> </ul>	Option 2 is the second preferred option. This option ticks the key boxes of IAP2 principles. Community views inform document preparation to a reasonable degree under this option.

Options	Benefits	Issues	Recommendation
		engagement phases after February 2022.	
3. Launch the Phase 1 consultation on vision elements first and recruit community members for engagement. Commence remaining phases of engagement in February 2022.	Newly elected Council will provide inputs to the key phases of engagement.	<ul style="list-style-type: none"> <li>The scale of engagement will be limited since not all target segments in the community can be reached within a short turnaround time (three-month delay).</li> <li>Delayed consultation will have an impact on IPR document preparation time internally. This will also have an impact on the quality of content.</li> <li>Preparation of SAMP and EAP will be significantly impacted if engagement is delayed.</li> </ul>	Option 3 is not recommended as this option causes a three-month delay and will have a significant impact on the quality of consultation and documents prepared. IAP2 and social equity principles are not well addressed in this engagement approach.
4. After Phase 1 engagement wait until February 2022 to recommence consultation.	Newly elected Council will provide inputs to the key phases of engagement.	<ul style="list-style-type: none"> <li>The scale of engagement will be limited since not all target segments in the community can be reached within a short turnaround time (three-month delay).</li> <li>Delayed consultation will have a significant impact on IPR. document preparation time internally. This will also have an impact on the quality of content.</li> <li>Preparation of SAMP and EAP will be significantly impacted if</li> </ul>	Option 4 is not recommended considering all documents need to be adopted in June 2022 following a public exhibition period of 28 days. This option will have a significant impact on the quality of consultation and documents prepared. IAP2 and social equity principles are not well addressed in this engagement approach.

Options	Benefits	Issues	Recommendation
		engagement is delayed.	

Council officers recommended Option 1, as this enabled Council to progress with a robust community engagement to ensure all target segments of the Waverley community have input into issues affecting the future of the local government area. Option 1 also ensured the quality of IPR documents would not be compromised, while ensuring IAP2 and social equity principles are well addressed as part of the engagement.

Council endorsed the recommended Option 1 and the draft CSP Community Engagement Plan for implementation at its meeting in September 2021. Option 1 was proposed with an opportunity for the newly elected council to provide input on the Engagement Plan and would also receive key community engagement findings in February 2022.

In February 2022, the newly elected Council was engaged on the draft CSP Community Engagement Plan through a Councillor Workshop.

#### **5. Financial impact statement/Time frame/Consultation**

Funding has been allocated for the Community Engagement Strategy in the 2021–22 budget. The consultation commenced in July 2021 and will continue to May 2022.

#### **6. Conclusion**

This report summarises the background on the approach to Community Engagement Strategy for the Community Strategic Plan and related documents. It recommends that the draft Community Engagement Plan be adopted for implementation to ensure optimal community engagement.

#### **7. Attachments**

1. CSP Community Engagement Plan - February 2022 [↓](#) .



# Waverley Community Strategic Plan Community engagement

Methodology

Prepared by: Cred Consulting

Date: February 2022



# About Cred



Prior experience in Waverley includes:

- Arts & Cultural Plan
- Draft Cultural Diversity Strategy
- Draft Community Wellbeing Strategy
- Engagement to inform Village Centres Strategy
- Bondi Pavilion - Community and Cultural Use Impact Assessment
- Boot Factory - Social Value Assessment

Also:

- Canterbury-Bankstown CSP Engagement
- Georges River CSP Engagement

Community engagement to support preparation of



Community Strategic Plan (10 years)  
Delivery Program (4 years)  
Operational Plan (1 year)

# Project objectives

- Work with community to determine the future vision and priorities for Waverley for the next 10 years
- Consult with community on level of services offered by Council and current satisfaction against these
- Build positive and strong relationships and trust between Council, community and stakeholders





# Our approach

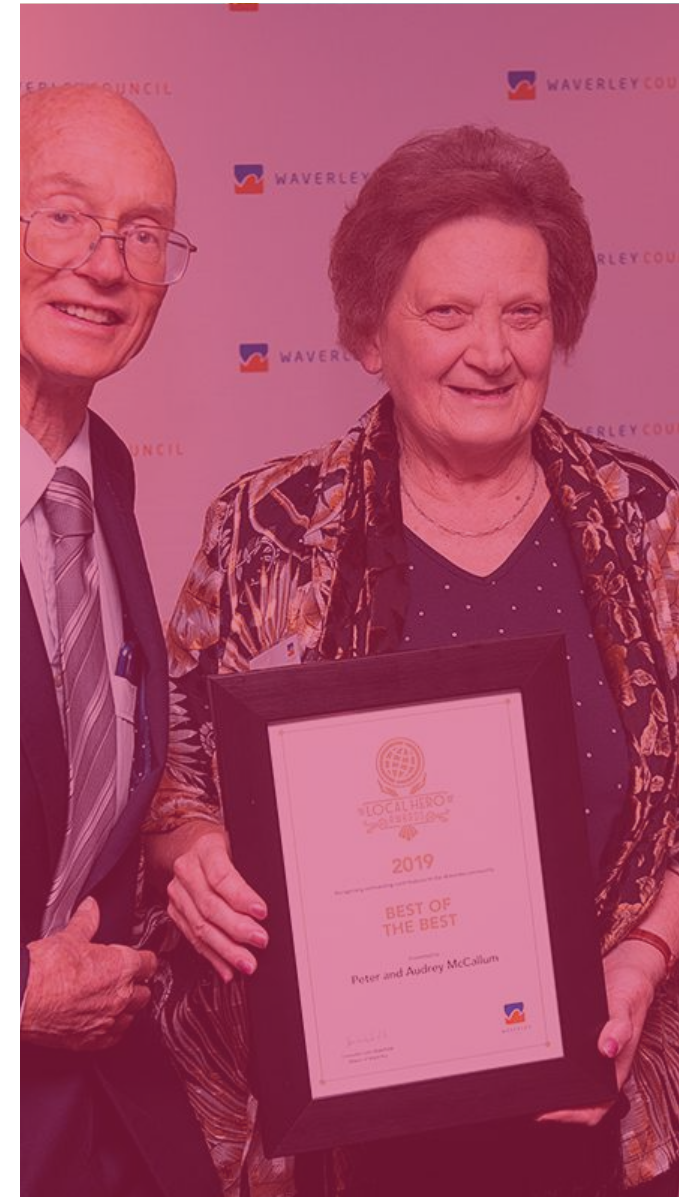
- Waverley Council Community Engagement Strategy 2021
- Waverley Community Engagement Policy 2021
- IAP2 Spectrum of Engagement
- Social justice principles





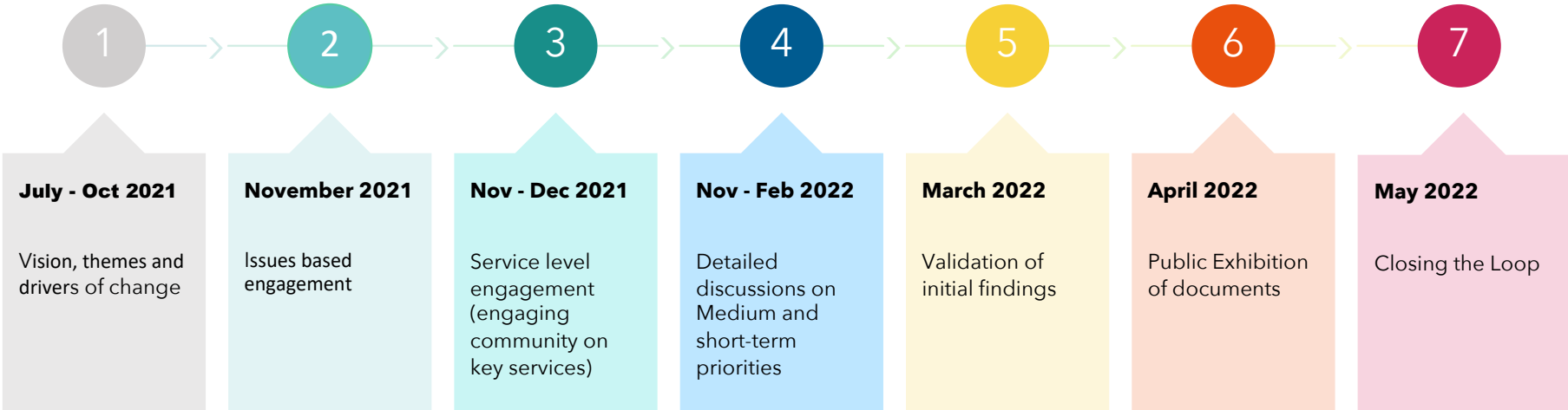
# Stakeholder groups

Waverley residents  
Community groups and organisations  
Advisory committees  
Precinct committees  
First Nations peoples and groups  
Local businesses and chambers of commerce  
Service providers  
Religious organisations  
Schools and educational institutions  
Council staff, Executive Leadership and Councillors  
State and regional government bodies



# Project phases (September 2021)

Our methodology includes a mix of community workshops, targeted focus groups, summits, pop-up stalls, engagement panels and online surveys across seven phases from July 2021-May 2022.



1

**July-Oct 2021**

Vision, themes and drivers of change

**Phase 1: Vision and themes****Purpose**

- To understand what the community see as **opportunities** and **challenges** for the future
- To engage community on their **vision** for the future
- To understand what the community **value** about Waverley

**Example questions used**

- Thinking about the future of Waverley ten years from now, what are you most excited about? What are you most concerned about?
- Thinking about the future ten years from now, what words or values do you want to use to describe Waverley?

**Engagement tool****Stakeholders****Community Survey**

- Gauge community concerns and what they value about Waverley. What they see as emerging issues/opps

**Advisory committee workshop**

Council's advisory committee members representing targeted stakeholder groups

**Precinct committee workshop**

Council's established all-precinct committee members

**School holiday program for primary + Facilitated EEC activities**

Children

**Youth Summit**

Young people

**LGBTQIA+ Roundtable**

LGBTQIA+ leaders, advocates and local representatives

**Council staff workshops**

1x workshop with Senior Leadership Team

8

1

# Youth engagement



9



1

# LGBTQIA+ Roundtable (complete)

- To mark the launch of the Bondi Memorial artwork project at Marks Park
- Bringing together LGBTQIA+ organisations and local businesses, groups and individuals
- The roundtable will result in a better understanding of the needs and requirements of the LGBTI community in the WLGA



2

**Nov -2021**

Issue based engagement

**Phase 2: Issues Based Engagement****Purpose**

- To discuss the big **emerging issues** for Waverley
- To identify and **prioritise actions** to address the big issues

**Example questions used**

- What are the big emerging issues for Waverley in the coming 10 years?
- What are the priority short, medium and long terms actions Council need to consider to address the emerging issues?

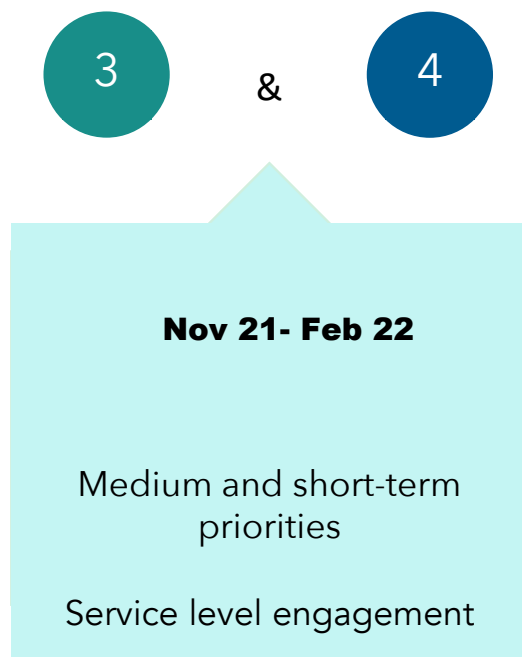
**Engagement tool****Stakeholders****Future Waverley Summit**

Local leaders, academics, business reps, precinct committee reps, targeted stakeholder group reps (CALD, disability and inclusion, first nations), service providers

**3 x targeted focus groups (TBD):**

- **Disability**
- **Older people**
- **People from culturally diverse backgrounds**

Targeted stakeholder representatives (Council's advisory committee representatives)/community



### Phases 3 & 4: medium and short-term priorities / service levels

#### Purpose

- To truth-test what we have heard to date
- To understand what the community see as the **priority actions** for Council to consider to achieve the community's vision and address emerging issues
- To understand the community's priorities in terms of **service delivery**

#### Example questions used

- Have we got it right? (vision, issues, priority actions)
- What level of service would you like (given resourcing demands)?

#### Engagement tool

#### Stakeholders

#### Advisory committees workshop

Council's advisory committee members representing targeted stakeholder groups

#### Precinct committee workshop

Council's established all-precinct committee members

#### 4 x workshops with Future Waverley Engagement Panel

Independently recruited, demographically representative citizens panel

#### Council staff thematic workshops

- 5x workshops (to develop goals, strategies and outcomes)

5

**March 2022**

Validation of initial findings

**Phase 5: Validation of findings****Purpose**

- To Inform about and **understand level of agreement** with overall engagement findings

**Example questions used**

- How strongly do you agree with the community's vision?
- How strongly do you agree with the identified key emerging issues for Waverley?
- How strongly do you agree with the identified priority actions to achieve the community's vision?

**Engagement tool****Stakeholders****Online webinar Q & A**

Broad community invited to register to attend

**Online survey**

Broad community



6

**April 2022**

Public Exhibition of documents

**Phase 6 Engagement activities**

Public-facing summary on public exhibition

Review and summarise submissions if required

7

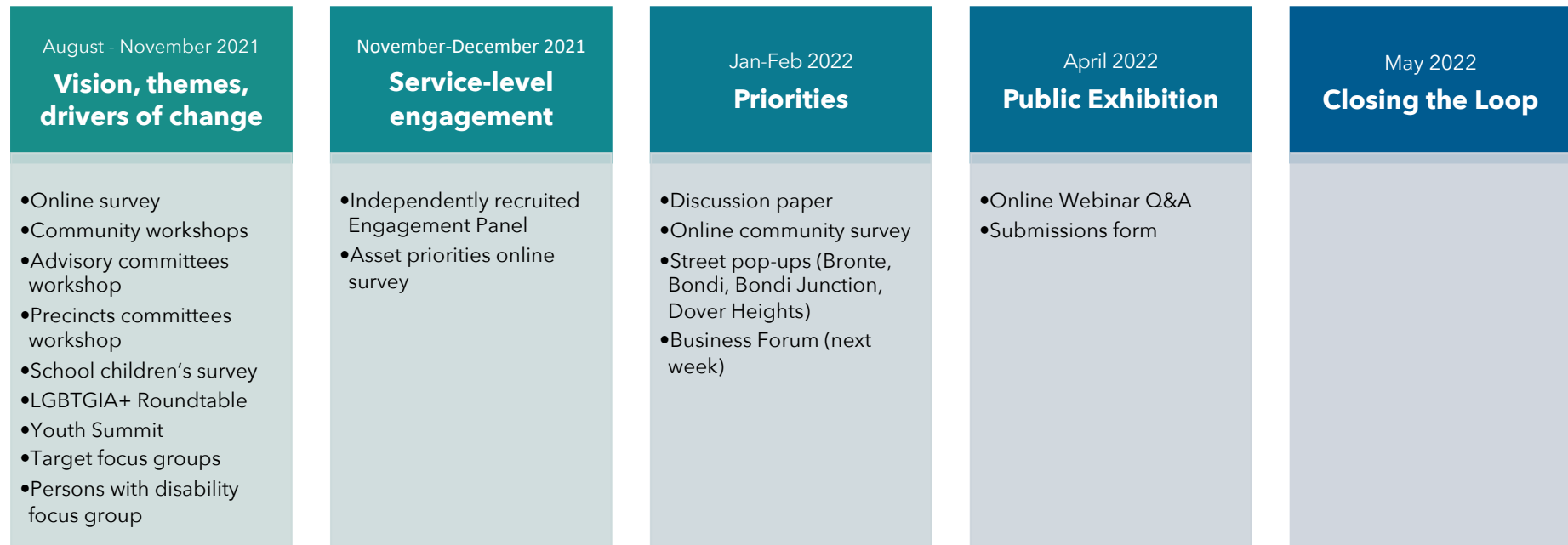
**May 2022**

Closing the Loop

**Phase 7 Engagement activities**

Update and promote document to the community

# Amended Project Phases (February 2022)



*Please note, the original Engagement Program comprised 7 stages – engagement activities have been streamlined into 5 stages.*

## REPORT CM/7.10/22.02



**Subject:** Bondi Pavilion Community Radio Studio - Licence - Exhibition

**TRIM No:** A21/0521

**Author:** Tanya Goldberg, Executive Manager, Communications, Culture and Events

**Director:** Meredith Graham, Acting Director, Customer Service and Organisation Improvement

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### RECOMMENDATION:

That Council:

1. In accordance with section 47A of the *Local Government Act 1993*, publicly notifies and exhibits for a minimum of 28 days Council's proposal to grant a licence of up to five years for a community radio studio in the dedicated community radio space at Bondi Pavilion, with the notification and exhibition commencing no earlier than 16 February 2022.
2. Notes that, in accordance with section 47A of the *Local Government Act 1993*, a report will be prepared for Council at the end of the exhibition and notification period should any submissions be received.
3. Subject to no submissions being received, approves the granting of the licence.
4. Notes that a report will be prepared for Council to grant the licence following the end of the expression of interest process.

### 1. Executive Summary

The Bondi Pavilion Conservation and Restoration project includes the provision of several purpose-built community and cultural spaces throughout the building. The spaces are designed in response to significant input including specific requests for a community radio space from community stakeholders during design consultation processes. These spaces will provide a mix of creative engagement opportunities for the enjoyment and enrichment of locals and visitors.

Council endorsed an operating model for Bondi Pavilion in July 2021 whereby the Pavilion is Council-owned, managing its own activities with some services co-delivered through partnerships. The management of a community radio studio sits beyond Council's in-house expertise and current resourcing, and so an appropriate partner to realise the potential of this space is now sought.

Officers have commenced the process of seeking expressions of interest from established community radio stations to utilise the new community radio studio.

Section 47A of the *Local Government Act 1993* (the Act) requires that if a council proposes to grant a lease or licence in respect of community land for a period of five years it must publicly notify and exhibit the proposal for a period of no less than 28 days.

This report seeks approval to publicly exhibit and notify the proposal to grant a license in relation to the community radio space, with the notification and exhibition period commencing no earlier than 16 February 2022.

## 2. Introduction/Background

The upgrade of the Bondi Pavilion commenced in July 2020, with construction progressing well. The building is expected to reopen in mid-2022.

Council endorsed an operating model for Bondi Pavilion in July 2021 whereby the Pavilion is Council-owned, managing its own activities with some services co-delivered through partnerships. In this model, Council has ultimate control over Bondi Pavilion operations, supported by a variety of partners offering and organising some activities across a number of specific functions and uses. These partners are supported by their own networks and provide either commercial revenue to Council or other benefits to support the strategic goals of Council's Arts and Culture Plan with program-related advantages.

Partners program and deliver within the various functions and uses in the venue by following governance protocols, established by licence agreement, which will be monitored by Council.

## 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 20 July 2021	CM/7.9/21.07	<p>EXTRACT</p> <p>That:</p> <p>...</p> <p>8. Council notes that, if Council approves the recommended operating models, implementation will commence immediately to ensure operational readiness of the Bondi Pavilion and Boot Factory in early 2022.</p>
Strategic Planning and Development Committee 4 September 2018	PD/5.2/18.09	<p>EXTRACT</p> <p>That Council:</p> <p>...</p> <p>3. Receives and notes the following unanimous endorsements from the Bondi Pavilion Stakeholder Committee in relation to the Concept Design:</p> <p>(b) The preferred location for the community radio station is on the southern wall.</p>

## 4. Discussion

### **Local Government Act 1993 requirements**

Bondi Pavilion is located on Crown land and is managed by Council as community land. Section 47A of the Act requires that if a council proposes to grant a lease or licence in respect of community land for a period

less than five years it must publicly notify and exhibit the proposal. Section 47A of the Act requires that before granting such a lease, Council must consider all submissions duly made to it.

It is a requirement of section 47A of the Act that notice be given that written submissions may be made to the council concerning the proposal for a specified period of not less than 28 days. Section 47A requires that the public notice provide information in relation to the land concerned, the use or purpose of the land and under the proposed lease or licence, and the term of the lease or licence, as follows:

- Land – A community radio station was included in the plans for the Bondi Pavilion Restoration and Conservation project, an outcome of the previous engagement activities. The radio studio is located on the ground floor of the southern end of the Bondi Pavilion. The surrounding area is open to the public and the studio can be viewed through a window from the adjoining colonnade. Visibility and access will be integral to the success of this partnership. It comprises a professional standard broadcast and producer facility with shared access to two music studios.
- Term – The proposed term of the licence is three years with a two-year option (at Council's sole discretion).
- Use – The licence will be offered for the operation of radio broadcast services from the premises. In addition, providing participation and engagement opportunities through various activities and services operating from the Bondi Pavilion.

The current restoration and conservation project includes the internal fit out of the radio studio, which means that the licensee will not be required to undertake any works prior to commencing operations.

It is intended that the public exhibition and notification period under section 47A of the Act relating to the proposal to grant a licence in respect of the community radio space will commence as soon as is practicable following Council endorsement.

### **Community consultation**

Council sought community feedback from 24 November 2020 to 31 January 2021 to ensure the delivery of a space that balances the needs and wants of the community now and into the future. The objectives for this community engagement were to:

- Bring the community along on the journey of the restoration of Bondi Pavilion
- Understand what is important for the community in a community radio station, how they intend to use, be involved in and listen to.

The feedback received informed the drafting of an expression of interest for operating the space and key delivery outcomes for the utilisation and promotion of the new community radio studio (see Attachment 1 for the consultation summary report).

General feedback included:

- The need to support people wishing to gain experience in radio, and to promote local artists of all kinds
- Viewpoint diversity should be a major consideration when allocating airtime
- Essential content should include: local news and information; local music and artists
- Essential opportunities should include: opportunity for community involvement; radio training opportunities; hire access for community and educators
- The need for the station to be future focused, with the capability to deliver podcasts and streamed content

- Online or a mix of online and terrestrial broadcast is preferred
- Several respondents advocated for specific existing radio stations to operate the space.

### **Community radio partner**

The management of a community radio studio sits beyond Council's in-house expertise and current resourcing capacity. Council seeks an appropriately aligned community radio partner to realise the potential of the Bondi Pavilion community radio space, as directed by the Bondi Pavilion operating model endorsed by Council. This partner will program and deliver within the various functions and uses of that space by following set protocols outlined in the licence agreement and monitored by Council.

In approving the operating model for Bondi Pavilion in July 2021, Council also noted that implementation would commence immediately to ensure operational readiness of the Bondi Pavilion and Boot Factory in early 2022.

Officers have commenced the process of seeking expressions of interest (EOI) from established community radio stations to utilise and promote the new community radio studio. Following the conclusion of the EOI process, it is proposed that Council grants a licence for a Community Radio Studio in the dedicated community radio space at Bondi Pavilion for an initial term of three years with a further two year option period at Council's sole discretion via a future report to Council. A performance assessment of the operation will be undertaken at the end of the initial term, with measurement against KPIs to be included in the licence agreement.

Council officers anticipate that the report relating to this submission will come before Council in April 2022. This would allow Council to accept a submission in relation to the EOI and to enter into a licence agreement with the successful proponent subject to having separately complied with the requirements of section 47A of the *Local Government Act 1993*.

### **Partnership key deliverables**

The partnership's core purpose is to activate the radio studio through the creation and broadcast of localised content, community engagement initiatives and facilitated access to the studio. It will also build awareness of Bondi Pavilion and engage with Council-led programs and activities. These key deliverables, developed from the community's feedback, are further detailed in the EOI document.

Proposals with a focus on local content, community engagement and access will be highly regarded. A willingness to work closely with Council and remain flexible in the delivery of services is also essential. As part of the licence agreement Council expects to retain a reasonable level of access to the facilities for its own purposes. It is also expected that the community radio partner is financially sound and able to meet its statutory obligations without assistance from Council.

Applicant EOI submissions will be assessed against the following selection criteria:

1. Organisation overview including:
  - (a) History
  - (b) Purpose and values
  - (c) Structure
  - (d) Funding framework
  - (e) Strategic goals
2. Audience.
3. Distribution/broadcast platform and schedule.
4. Programming overview including:
  - (a) Current overview and future impact of Bondi Pavilion partnership
  - (b) Current local community engagement and future impact of Bondi Pavilion partnership

- (c) Willingness to work with Council on potential additional programming, projects and promotion of Council activities
- 5. Community engagement and access including:
  - (a) Current activities.
  - (b) Experience in delivering radio training opportunities.
  - (c) Other potential initiatives for community involvement.
- 6. Staffing and volunteer resources and opportunities.
- 7. Operations and governance systems including:
  - a. Queries and complaints handling.
  - b. WHS policies and procedures, public liability, NSW Working With Children checks.
  - c. Music licensing obligations.
- 8. Budget including:
  - a. Contribution to running costs.
  - b. Income generating activities that could be undertaken to offset additional costs
- 9. Opportunities and benefits for the applicant, Waverley Council and the Waverley community.

## **5. Financial impact statement/Time frame/Consultation**

There are no financial implications for Council approving the public notification and exhibition of the proposal to grant a licence in respect of the community radio space at Bondi Pavilion.

It is intended that the public exhibition and notification period under section 47A of the Act relating to the proposal to grant a licence in respect of the community radio space will commence as soon as is practicable following Council endorsement.

Should any submissions be received, a further report will be brought back to Council for consideration.

## **6. Conclusion**

This report recommends approval for officers to publicly exhibit the proposal to grant a licence in respect of the community radio space at the Bondi Pavilion for no less than 28 days in accordance with section 47A of the *Local Government Act 1993*.

## **7. Attachments**

- 1. Bondi Pavilion Community Radio Consultation Report [↓](#) .





# Bondi Pavilion Community Radio Station Consultation Summary Report 2021



Waverley Council acknowledges the Bidjigal and Gadigal people, who traditionally occupied the Sydney Coast and we acknowledge all Aboriginal and Torres Strait Islander Elders both past and present.

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## Executive summary

When the Bondi Pavilion is opened there will be a new community radio station included. Council asked the community for feedback on how the station should be delivered and managed. The engagement ran from 24 November 2020 to 31 January 2021.

There were 2800 people who accessed the Have Your Say Waverley website and 64 people who participated in the online survey. The respondents were keen to be kept involved throughout the process. The most important things identified to make sure the radio station incorporated were local news or information, local music and artists and training opportunities for young people. The respondents were interested in online broadcast or a mix of online and terrestrial radio. They also said the content on the station needs to be community and future focused, with varied programming, local relevance, and international application.

## Background

A community radio station was included in the concept plans for the Bondi Pavilion Restoration and Conservation project, an outcome of the previous engagement activities. To progress this further, Council sought community feedback to ensure the delivery of a space that balances the needs and wants of the community now and into the future.

The feedback received will be used to inform the drafting of an Expression of Interest for operating the space.

## Engagement approach and methodology

The engagement period ran from 24 November 2020 — 31 January 2021. Project information and the survey was hosted on the Have Your Say website, specifically the Bondi Pavilion Conservation and Restoration project page: [haveyoursay.waverley.nsw.gov.au/bondipavilion](https://haveyoursay.waverley.nsw.gov.au/bondipavilion).

The objectives for this community engagement were to:

- Bring the community along on the journey of the restoration of Bondi Pavilion
- Understand what is important for the community in a community radio station, how they intend to use, be involved in and listen to

## Engagement tools overview

The engagement process aligned with Waverley Council's adapted IAP2 model for community engagement, sitting at Involve on the public participation spectrum.

Method	Overview	Date	Response
Online survey	A 6-question online survey on the Have Your Say Waverley dedicated project page, addressing the draft document.	24 November 2020—31 January 2021	64 survey responses

## Communications tools overview

A range of methods were used to raise awareness of the consultation period and the opportunity for community participation.

Method	Overview	Date	Response
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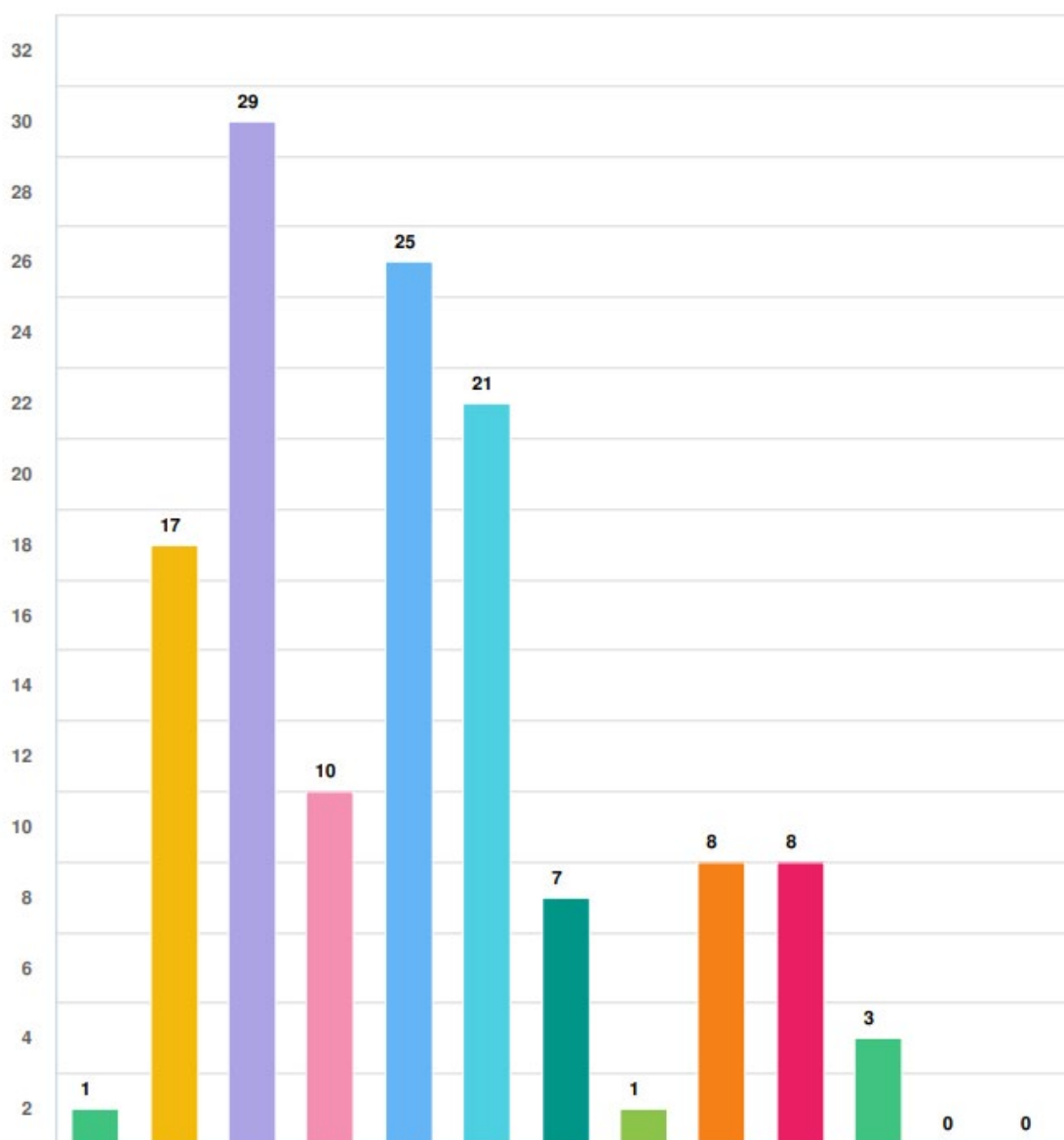
<b>Have Your Say website</b>	Have Your Say Waverley dedicated project page	Launched in September 2018 as part of consultation on the concept design of the Bondi Pavilion Restoration and Conservation Project	Since inception: 2800 total visits 1130 document downloads  During public exhibition period: 760 total visits 3 document downloads
<b>Social media posts</b>	<b>Facebook</b> Post 1: Raise awareness of the project	16 December 2020	Reach: 867 Engagements: 35
	Post 2: Promote the project and encourage people to provide feedback	5 January 2021	Reach: 3014 Engagements: 423
	<b>Twitter</b> Post 1: Promote the project and encourage people to provide feedback	5 January 2021	Impressions: 1183 Engagements: 44
<b>Council Newsletters</b>	Waverley Weekly x 6	3 December (feature), 26 November, 10, 17, 24 December 2020, 28 January 2021 (mentions)	Recipients: 1560
	Engagement enews x 2	November 2020 and January 2021	Recipients: 4383
	Dedicated engagement enews to Bondi Pavilion HYS followers	24 November 2020	Recipients: 469 Click-throughs: 26
	Arts and Culture enews x 2	27 November, 22 December 2020	Recipients: 3570 Click-throughs: 24
<b>Advertising</b>	Advert in The Beast		—
	Mention in the Council page in Wentworth Courier	2 and 16 December 2020	
<b>Stakeholder outreach</b>	Direct emails and notifications to stakeholders	24 November 2020—31 January 2021	—

## Detailed results – online survey

There were 64 responses received to the online survey at Have Your Say Waverley.

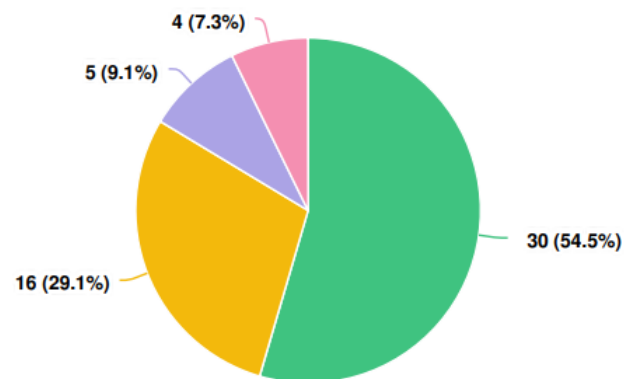
Summary of responses below:

### Q1 Which community radio stations do you listen to?



#### Question options

2RPH   2SER   Bondi Beach Radio   Bondi FM   Eastside Radio   FBI Radio   Fine Music  
 Hope 103.2   Koori Radio   I don't listen to community radio   Other (please specify)  
 Muslim Community Radio   Radio 2000

**Q2** How often do you listen to community radio?**Question options**

● Daily ● Once a week or less ● Once a month or less ● Less than once a month

*Optional question (55 response(s), 9 skipped)*

### Features important in a community radio station

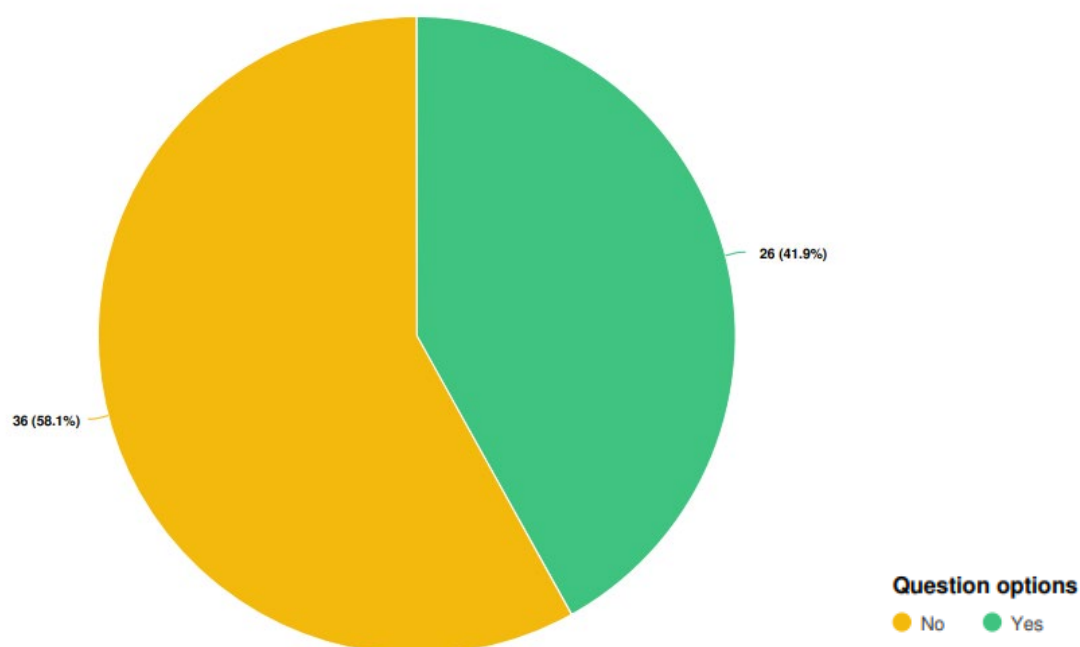
- All features listed had very few *very unimportant* or *somewhat unimportant* responses.
- The features with the most responses for *very important* were:
  - *Hearing local news or information on air* (35)
  - *Hearing local music and artists on air* (36)
  - *Radio training opportunities for young people* (34)
- Features that had the least supportive were:
  - *That it operates 24/7* (21 'neutral' responses)
  - *Programming that caters to specific languages spoken in our community* (25 'neutral' responses)

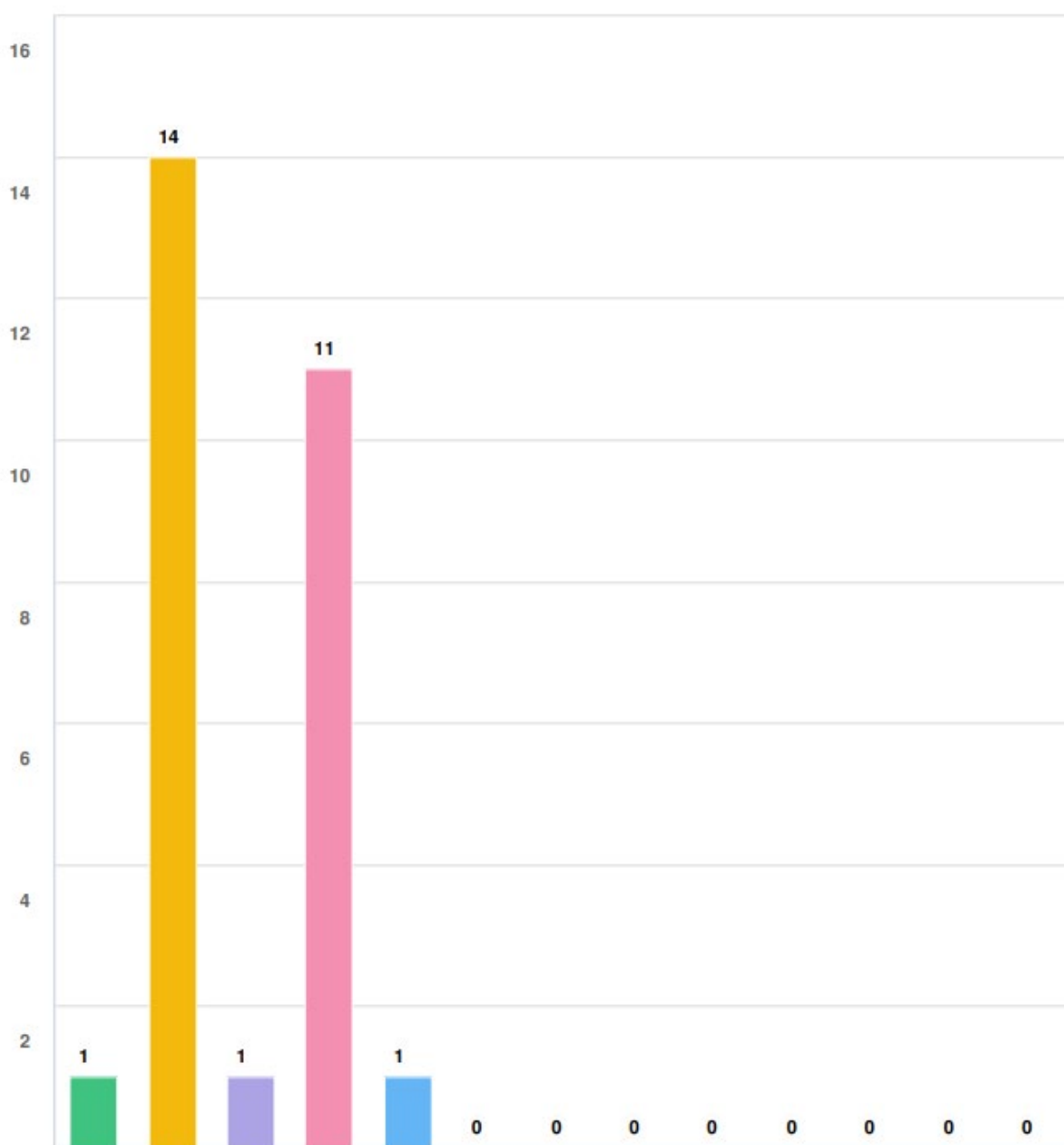


**Q4 Please rank the following operational models from most to least preferred.**

OPTIONS	AVG. RANK
Run by an established online community radio station (can be heard anywhere in the world, via internet)	1.75
A combination of online and terrestrial broadcast	1.76
Run by an established terrestrial broadcast community radio station (confined to a specific geographic footprint, heard via AM, FM or DAB+ receivers)	2.44

*Optional question (63 response(s), 1 skipped)*

**Q5 Are you involved with a community radio station as a staff member or volunteer?**


**Q6 Which radio station do you work/volunteer at?**

**Question options**

I don't listen to community radio   Radio 2000   Muslim Community Radio   Koori Radio   Hope 103.2  
 Fine Music   FBI Radio   2RPH   Other (please specify)   Eastside Radio   Bondi FM  
 Bondi Beach Radio   2SER

*Optional question (26 response(s), 38 skipped)*



### General feedback

- Several respondents were advocating for particular radio stations to operate in the space
- Great initiative to support people getting experience in radio and to promote local artists of all kinds
- Viewpoint diversity should be a major consideration when allocating airtime
- Radio shows should include stories/interviews from locals eg. Musicians and artists; news and local current affairs.

## Conclusion

It is recommended to include the feedback provided when developing the expression of interest for operating the space. Specifically:

- Keep respondents informed of the next stage of the process, and how best they can be involved in running the space (particularly those who identified this as an interest in their response)
- Bondi Beach Radio, East Side and FBi are the most listened to community radio stations
- Most important features are:
  - local news/info
  - local music & artists
  - opportunity for community involvement
  - radio training opportunities
  - hire access for community and educators
- Online broadcast or a mix of online and terrestrial is preferred
- Station needs to have a community focus, varied programming, local relevance, and international application
- Station needs to be future focused, eg. capability to do podcasts and streaming

## Appendix A – Social media clippings



**REPORT**  
**CM/7.11/22.02**

**Subject:** Bondi Pavilion Pottery Studio - Licence - Exhibition

**TRIM No:** A15/0272

**Author:** Tanya Goldberg, Executive Manager, Communications, Culture and Events

**Director:** Meredith Graham, Acting Director, Customer Service and Organisation Improvement

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**RECOMMENDATION:**

That Council:

1. In accordance with section 47A of the *Local Government Act 1993*, publicly notifies and exhibits for a minimum of 28 days Council's proposal to grant a licence of up to five years for the operation of the Bondi Pavilion Pottery Studio.
2. Notes that, in accordance with section 47A of the *Local Government Act 1993*, a report will be prepared for Council at the end of the exhibition and notification period should any submissions be received.
3. Subject to no submissions being received, approves the granting of the licence.
4. Undertakes a select request for quotation process to appoint a preferred operator of the Pottery Studio.
5. Notes that a report will be prepared for Council to grant the licence following the end of the quotation process.

**1. Executive Summary**

The Bondi Pavilion Conservation and Restoration project includes the provision of several purpose-built community and cultural spaces throughout the building. The spaces are designed in response to significant stakeholder input, including specific requests from community stakeholders during design consultation processes for the Pottery Studio to be retained. These spaces will provide a mix of creative engagement opportunities for the enjoyment and enrichment of locals and visitors.

Council endorsed an operating model for Bondi Pavilion in July 2021 whereby the Pavilion is Council-owned, managing its own activities with some services co-delivered through partnerships. Outsourcing the management of the Pottery Studio to an appropriately aligned partner has the potential to return a more diverse and expansive offering to Pavilion users than was previously achieved under Council's management, as well as a modest income stream. Given the greater benefits that will flow to the community, a partner to realise the full potential of this space is proposed to now be sought.

Following Council approval, officers will commence the process of seeking requests for quotation from a sufficiently wide selection of established commercial ceramic/pottery studio operators to utilise and promote the newly refurbished Bondi Pavilion Pottery Studio.

This report seeks approval to publicly exhibit and notify the proposal to grant a licence in relation to Bondi Pavilion Pottery Studio, and approval to proceed to a select request for quotation (RFQ) process to appoint a preferred pottery studio operator for the Bondi Pavilion.

## 2. Introduction/Background

The upgrade of the Bondi Pavilion commenced in July 2020, with construction progressing well. The building is expected to reopen in mid-2022.

Council endorsed an operating model for Bondi Pavilion in July 2021 whereby the Pavilion is Council-owned, managing its own activities with some services co-delivered through partnerships. In this model, Council has ultimate control over Bondi Pavilion operations, supported by a variety of partners offering and organising some activities across a number of specific functions and uses. These partners are supported by their own networks and provide either commercial revenue to Council or other benefits to support the strategic goals of Council's Arts and Culture Plan with program-related advantages.

Partners program and deliver within the various functions and uses in the venue by following set governance protocols, which will be monitored by Council.

Bondi Pavilion Pottery Studio was previously managed by Council, but after careful consideration, officers are recommending that an appropriately aligned commercial operator can better meet Council aspirations for the space, and deliver stronger community outcomes than if this service were managed internally.

Council seeks an appropriately aligned commercial pottery partner to realise the potential of Bondi Pavilion Pottery Studio. This partner will program and deliver within the various functions and uses of that space by following set protocols outlined in the licence agreement and monitored by Council.

In approving the operating model for Bondi Pavilion in July 2021, Council also noted that implementation would commence immediately to ensure operational readiness of the Bondi Pavilion and Boot Factory in early 2022.

## 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 20 July 2021	CM/7.9/21.07	EXTRACT  That:  8. Council notes that, if Council approves the recommended operating models, implementation will commence immediately to ensure operational readiness of the Bondi Pavilion and Boot Factory in early 2022.
Strategic Planning and Development Committee 4 September 2018	PD/5.2/18.09	EXTRACT  That Council:  3. Receives and notes the following unanimous endorsements from the Bondi Pavilion Stakeholder Committee in relation to the Concept Design:  (c) The preferred location for the amenities, pottery studio, and waste room is on the

		northern wall.
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#### 4. Discussion

##### **Local Government Act 1993 requirements**

Bondi Pavilion is located on Crown land and is managed by Council as community land. Section 47A of the *Local Government Act 1993* (the Act) requires that if a council proposes to grant a lease or licence in respect of community land for a period less than five years it must publicly notify and exhibit the proposal. Section 47A of the Act requires that before granting such a lease, Council must consider all submissions duly made to it.

It is a requirement of section 47A of the Act that notice be given that written submissions may be made to the council concerning the proposal for a specified period of not less than 28 days. Section 47A requires that the public notice provide information in relation to the land concerned, the use or purpose of the land and under the proposed lease or licence, and the term of the lease or licence, as follows:

- Land – A pottery studio has operated at Bondi Pavilion since the 1970s. It is located on the ground floor of the northern end of the Bondi Pavilion and is freely accessible on foot via the entry off the northern courtyard.

It was unanimously agreed by the Bondi Pavilion Stakeholder Committee that facilities for the pottery studio be retained, and the provision of a pottery studio was committed to by Council. In acknowledgment of the value of pottery facilities, the Bondi Pavilion Restoration Project includes the substantial upgrade of pottery studio facilities, including the provision of new kilns, wheels and other equipment.

- Term – The proposed term of the operating licence is three years with a two-year option (at Council's sole discretion).
- Use – The licence will be offered for the operation of pottery studio services from the premises. In addition, providing participation and engagement opportunities through various activities and services operating at Bondi Pavilion.

Since the current restoration and conservation project includes the internal fit out of the pottery studio, the licensee will not be required to undertake any works prior to commencing operations.

It is intended that the public exhibition and notification period under section 47A of the Act relating to the proposal to grant a licence for the operation of Bondi Pavilion Pottery Studio will commence as soon as is practicable following Council endorsement.

Following Council's approval to exhibit, officers will seek requests for quotation from established commercial pottery operators to utilise and promote the newly refurbished Bondi Pavilion Pottery Studio.

Following the conclusion of the RFQ process, it is proposed that Council grants a licence for a commercial pottery studio operation in the dedicated space at Bondi Pavilion for a term of three years. It is proposed that the licence contain an option to extend for up to two years at Council's sole discretion. A performance assessment of the operation will be undertaken at the end of the initial term, with measurement against KPIs to be included in the licence agreement.

Council officers anticipate that the reports relating to this submission will come before Council in May 2022. This will allow Council to accept a submission in relation to the RFQ and to enter into a licence agreement with the successful proponent subject to having separately complied with the requirements of section 47A of the *Local Government Act 1993*.

## Community consultation

Extensive community stakeholder consultation and engagement took place in the process of establishing plans for Bondi Pavilion's refurbishment. Inclusion of a pottery studio was identified as essential to community stakeholders throughout the consultation process with 48 submissions received relating specifically to the need for a space for pottery activities at Bondi Pavilion.

Consultation confirmed that pottery offerings at Bondi Pavilion are highly valued, including opportunities for children, elderly people, people from low socio-economic backgrounds and people with a disability.

## Pottery Studio partner

Officers believe that an appropriately aligned commercial operator can better service our community of users and would be highly likely to provide an enhanced service offering compared to Council's capability in this particular area. In addition, the arrangement with a commercial operator is anticipated to generate a modest income stream, rather than an annual expense to Council.

Prior to the commencement of the Bondi Pavilion conservation and restoration project, the pottery studio at Bondi Pavilion was managed by Council. This was facilitated by three casual potter tutor positions on staff, supervised by a full-time co-ordinator resource, responsible for class scheduling, fee payments and refunds, staffing, materials maintenance, and other administrative tasks.

There were between 70-80 regular students attending a total offering of nine classes per week across three terms annually, including one class for participants who identified as having a disability. While school aged children could attend term-time classes outside of school hours, most children's access to the studio occurred during school holidays only, between term dates. The studio was accessible only during these nine scheduled class time, with no access to facilities without a tutor present during a scheduled class. Rates for classes were priced below other market operators.

Council received modest revenue for pottery class fees. This income failed to offset Council's investment in running the studio. Instead, pottery studio operations were an expense to Council that varied between \$48,000 and \$9,000 over the last three years of the studio's operation prior to closure.

In reviewing options for Bondi Pavilion operating models, the pottery studio was identified as a space that would benefit from being operated by an external party. This was determined due to both the specialist nature of pottery/ceramics activity, and the fact that internal delivery of such services falls outside of the core strengths of the Waverley Arts and Culture team.

An appropriate partner can keep the studio open and active for a greater span of the Bondi Pavilion operating hours, substantially increasing utilisation and access. With increased utilisation, that partner can also deliver contemporary and bespoke pottery opportunities for a broader range of audience segments, dedicating classes to young adults, seniors, people with additional access and inclusion requirements and more. A Council offering under a similar resourcing model to what previously was in place would likely struggle to compete in the current market of ceramics/pottery offerings.

The approach to lease the studio to a commercial pottery operator both increases creative participation opportunities at Bondi Pavilion, thereby delivering on Council's strategic outcomes, and better directs Council resources toward the delivery of the expanded arts and culture programming remit demanded by the near future opening of both Bondi Pavilion and the Boot Factory.

In recent years there has been a substantial proliferation of ceramic/pottery studio market operators. With increased market interest and the emergence of commercially viable ceramics/pottery studio businesses, many operators across Sydney now conducting classes day and night, seven days a week. It is these

operators that officers intend to approach, to genuinely test the market for an operating partner via a select RFQ process.

### Key deliverables

The specific benefits identified via community consultation will inform the requirements of the RFQ for the studio operating partnership, and the criteria against which submissions to that RFQ will be assessed. They will also inform the key delivery outcomes for the utilisation and promotion of the refurbished studio, against which operator performance will be measured.

The core purpose of a pottery studio partnership is to activate the Bondi Pavilion Pottery Studio through the establishment of daily regular pottery classes both daytime and evening, establish community engagement initiatives via studio activities and facilitate broad access to the studio for all audience sectors. It will also build awareness of Bondi Pavilion and engage with Council-led programs and activities. Proposals with a focus on local ceramic artists and tutors, community engagement and access will be highly regarded. A willingness to work closely with Waverley Council and remain flexible in the delivery of services is also essential. It is also expected that the commercial pottery studio operator is financially sound and able to meet its statutory obligations without assistance from Waverley Council.

## 5. Financial impact statement/Time frame/Consultation

### Financial impact of an external operator

As referenced in the discussion above, an external pottery studio operator will transform what was a modest cost to Council, to a modest income stream for Council.

Previous income and expenditure totals are captured in the table below. The net cost to Council in this form of operation resulted in some programming benefits but resulted in the severe underutilisation of the space.

	2018-2019	2017-2018	2016-2017
Fees	91,863	86,382	70,892
Expenditure	-100,881	-99,827	-119,102
<b>Net result</b>	<b>-9,018</b>	<b>-13,445</b>	<b>-48,210</b>

Market benchmarking conducted in 2021 indicates a licenced external operator would generate an approximate \$25,000 per annum income to Council.

With a commercial operating partner appropriately aligned with Council's strategic agenda, Council stands to substantially improve the offerings for the community, and achieve a modest licence fee income stream.

### Financial impact, time frame and consultation of notification and an RFQ

There are no financial implications for Council approving the public notification and exhibition of the proposal to grant a licence in respect of Bondi Pavilion Pottery Studio at Bondi Pavilion.

Both the RFQ process and the section 47A public exhibition process will commence as soon as practicable following receipt of Council endorsement.

Should any submissions be received through the public notice process a report will be brought back to Council for consideration.

At the completion of the RFQ process a report will be brought back to Council on the outcome of the process seeking endorsement to award a licence to operate the Bondi Pavilion Pottery Studio to the preferred applicant.

## **6. Conclusion**

This report recommends that Council approves a select request for quotation process to be undertaken to procure a preferred licensee for the Bondi Pavilion Pottery Studio.

It is recommended that Council approve officers publicly exhibiting the intent to grant a licence in respect of the Bondi Pavilion Pottery Studio, in accordance with section 47A of the *Local Government Act 1993* for a period of no less than 28 days.

## **7. Attachments**

Nil .



## REPORT CM/7.12/22.02



**Subject:** Draft Waverley Development Control Plan 2012  
(Amendment No. 10) - Exhibition

**TRIM No:** SF21/4935

**Author:** Patrick Hay, Strategic Planner

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

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### RECOMMENDATION:

That Council:

1. Notes that a Councillor workshop on the draft Waverley Development Control Plan 2012 (Amendment No. 10) was held on 19 October 2021.
2. Publicly exhibits the draft Waverley Development Control Plan 2012 (Amendment No. 10) attached to the report for a minimum period of 28 days, in accordance with section 3.43 and clause 5 of schedule 1 of the *Environmental Planning and Assessment Act 1979*.
3. Officers prepare a report to Council following the exhibition period.

#### 1. Executive Summary

This report:

1. Outlines the key changes that are proposed as part of the Draft Waverley Development Control Plan 2012 (Amendment No. 10), see Attachments 1,2,3 and 4.
2. Outlines the changes made to flood related planning matters made by the Department of Planning, Industry and Environment (DPIE).
3. Seeks a Council resolution to publicly exhibit the Draft Waverley Development Control Plan 2012 (Amendment No. 10).

#### 2. Introduction/Background

The DPIE has introduced the following changes to flood-related planning matters:

- An amendment to clause 7A of Schedule 4 to the *Environmental Planning and Assessment Regulation 2000* (the Regulation).
- A revised local planning direction regarding flooding issued under section 9.1 of the *Environmental Planning and Assessment Act 1979* (the Act).
- Two local environmental plan (LEP) clauses (5.21 and 5.22) that provide flood related development controls through the Standard Instrument LEP, and repeals clause 6.3.
- A new guideline: Considering Flooding in Land Use Planning (2021).
- Revoking the Guideline on Development Controls on Low Flood Risk Areas (2007).

The two LEP clauses including a mandatory Flood Planning clause that commenced on 14 July 2021 and an optional 'special flood considerations' clause which Councils could choose to 'opt-in'.

The mandatory 'flood planning' clause removed reference to flood maps in the WLEP. Council needs to add the flood maps that identify flood planning areas to the development control plan (DCP) to give effect to the flood related controls.

The 'special flood considerations' clause is an optional clause that applies to areas outside of the flood planning areas. As Waverley does not have a Flood Management Plan required to support the application of the special clause, Council officers will not be seeking to opt into the special clause at this stage.

In response to the flood-prone land package published by the DPIE and the recently adopted Waverley LGA Flood Study, Council officers reviewed and updated the relevant DCP chapters and associated maps.

### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Strategic Planning and Development Committee 13 April 2021	PD/5.5/21.04	That Council: <ol style="list-style-type: none"> <li>Endorses the Waverley LGA Flood Study attached to the report as Council's current understanding of flood behaviour within the local government area.</li> <li>Uses the knowledge derived from the Waverley LGA Flood Study to mitigate flood risk through applying planning controls to proposed development activities on land identified as flood-affected.</li> <li>Notes the recent grant application to the Department of Planning, Industries and Environment for the Floodplain Risk Management Study and Plan.</li> </ol>
Council 19 May 2020	CM/7.8/20.05	That Council: <ol style="list-style-type: none"> <li>Publicly exhibits the draft Waverley LGA Flood Study attached to this report for six weeks.</li> <li>Convenes a Waverley Council Floodplain Management Committee meeting to review the findings of the public consultation.</li> <li>Receives a further report for endorsement by Council of the final Waverley LGA Flood Study.</li> </ol>
Council 21 August 2018	CM/7.9/18.08	That Council: <ol style="list-style-type: none"> <li>Establishes the Waverley Council Floodplain Management Committee.</li> <li>Adopts the Constitution and Terms of Reference for the Committee attached to this report subject to amending the Constitution by the addition of two more community members chosen by way of expressions of interest so that residents can have</li> </ol>

		input into the process.
		3. Appoints the Mayor, or their delegate, as Chair of the committee, and Crs Copeland and Betts as councillor members, and amends the constitution accordingly.
Operations Committee 2 May 2017	OC/5.3/17.05	That Council: <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

##### **Draft Waverley Development Control Plan 2012 (Amendment No. 10)**

The preparation of the draft Waverley Development Control Plan 2012 (Amendment No. 10) (draft DCP 10) has involved Council staff across Infrastructure Services and Planning, Environment and Regulatory to review and identify issues relating to flood planning and related controls. The DCP 10 seeks to implement the Waverley Flood Study 2021, which was adopted in April 2021. The Waverley Flood Study was prepared following long-term engagement with Council officers and the Floodplain Management Committee between 2016-2020.

For the preparation of the DCP 10, Council engaged a consultant, Water Modelling Solutions, to undertake in-depth review of the current DCP and assess flood risks associated with different kinds of land uses. The Consultant worked with Council officers from the Stormwater Engineering, Strategic Town Planning and Development Assessment teams to ensure a holistic approach to flood planning. The proposed controls aim to balance the minimisation of risk with the existing character and development potential of sites.

As part of the workshop process, the issue of flood affected properties seeking a height exceedance through the Clause 4.6 mechanism was raised by the DA Team, with a preference to increase the maximum permissible height in the affected areas. The Consultant reviewed the experience of other councils on this matter and recommended that a Clause 4.6 mechanism is typically the most appropriate mechanism to address this issue, given that the exceedance would be 300mm in the majority of cases. The Clause 4.6 mechanism is currently under review by the DPIE, which will seek to clarify the application of Clause 4.6 for this purpose. Notwithstanding, it is proposed that the Strategic Town Planning and DA Teams continue to work together to provide ongoing feedback on the effectiveness of the Waverley LEP, to ensure that if needed, the height or FSR controls may be adjusted to account for localised environmental requirements such as flood controls.

**Key proposed amendments to the Waverley Development Control Plan***Update the title and subtitles of Part B6 Stormwater*

As Part B6 covers both Stormwater and flood planning, the title of B6 is updated to 'water management' to reflect its content.

The section related to flood planning is renamed to 'flood planning' to provide more clarity on the purpose of this section.

*Identify Flood Planning Areas on development control plan (DCP) maps and Council's online mapping platform*

Flood maps were removed from the LEP by the new mandatory standard instrument flood planning clause. Councils were required by the DPIE to identify land where the flood planning mandatory standard instrument LEP clauses apply. The Considering Flooding in Land Use Planning Guideline published by the DPIE states that 'all areas where flood-related development controls apply should be mapped, with maps made publicly available'.

Flood Planning Area is the area of land at or below the flood planning level. The DPIE asked Councils to define their Flood Planning Areas in their DCPs. Multiple Flood Planning Areas could be identified based on the flood risk identified and the land use type.

The proposed maps identify the Flood Planning Areas and their associated flood risks. These maps are proposed to be used in conjunction with the flood related controls and land use risks to identify appropriate controls for flood-prone areas.

As with other maps in the Waverley DCP, the maps will be located on Council's online mapping tool Discovery, which better enables the community to review the maps, and determine their property affectations.

*Changes to strengthen controls to minimise flood-related risks to both human life and properties*

The DPIE has updated a package of materials relating to the management of flood-prone land. The proposed draft DCP controls aim to reflect the updated flood-prone land package and provide more detailed controls based on the new information gained from the Waverley LGA Flood Study 2021.

The proposed controls will ensure that both existing and future community are more resilient to flooding through addressing flood risk appropriately. A range of controls were proposed to suit the flood constraints and different types of development.

A land use risk categories table was added to the DCP to identify flood risks associated with different land uses, as not all flood risk is the same for a flood event.

*New definition and abbreviations*

As the current definition and abbreviations section provides limited definitions for flood-related terms, new definition and abbreviations relating to flood are proposed. These new definition and abbreviations aim to help the community to have a clearer understanding of the proposed flood-related controls.

**Appropriateness of DCP or standalone document**

In response to a Councillor query, Council sought legal advice to clarify the appropriateness of the flood planning areas being described in the DCP or as a standalone document. The advice received is as follows:

*In relation to whether flood planning controls would have greater weight if included in the DCP or a standalone document on Council's website, the simple answer is the flood planning controls will have greater weight if included in the DCP. [As noted above,] Flood planning DCP controls will be a mandatory consideration in the assessment process under the Act and reference to flood planning DCP controls will be included in Council's 10.7 certificate. Provisions of a standalone flood policy would not by itself have the automatic weight as is afforded to a DCP under the legislative framework and there is a risk as to whether Council has satisfied the test against liability under s 733 of the Act, referred to above, if it does not develop appropriate DCP controls. This is reinforced by what we consider to be an expectation under the Guideline that appropriate flood planning DCP controls will be developed by Councils.*

*We further note the Guideline specifies that all areas where flood related development controls apply should be mapped with maps made publicly available either in a DCP, Environmental Planning Instrument or on the website. In our view, this simply serves to emphasise the need for accessibility of maps. It is logical that maps would be included in the DCP which is not to say that the maps cannot also be separately featured on Council's website (such as an interactive map/search tool) with a reference to the DCP. This is a process which appears to be adopted by other Councils.*

Accordingly, a draft DCP is proposed to be placed on public exhibition.

## **5. Financial impact statement/Time frame/Consultation**

### **Financial impact**

There are no financial impacts as a result of the proposed changes.

### **Consultation**

A summary of the proposed changes as provided in Attachment 1, and the proposed draft documents as provided in Attachments 2, 3 and 4 are recommended to be publicly exhibited for a minimum of 28 days as required by schedule 1 of the EP&A Act. Precinct committees will be advised of the exhibition and an advertisement will be placed in the Wentworth Courier. Copies of the draft documents will be made available at the Customer Service Office and on Council's 'Have Your Say' website.

### **Time frame**

Following the endorsement of the draft documents for exhibition, it is envisaged that public exhibition of the documents will be conducted between March/May 2022 for a minimum of four weeks. The outcome of the public exhibition is expected to be reported to Council in May 2022 with the documents expected to be effective by 15 May 2022.

## **6. Conclusion**

Matters raised by ongoing consultation with relevant Council officers have been appropriately considered in the review of the flood related Waverley Development Control Plan 2012. The draft Waverley Development Control Plan 2012 (Amendment No. 10) is consistent with legislation, Council's policies, plans and strategies. The proposed amendments are important in ensuring the adequate management of flood-related risks and community well-being.

## **7. Attachments**

1. Summary of amendments in Draft WDCP 2012 (Amendment No 10) [↓](#)
2. Draft Waverley DCP (Amendment No 10) Part B - General Provisions [↓](#)
3. Draft Waverley DCP (Amendment No 10) Definitions [↓](#)
4. Draft Waverley LGA Flood Planning Areas [↓](#) .

## ATTACHMENT 1 – Summary of amendments in Draft WDCP 2012 (Amendment No. 10)

The table below outlines the proposed changes with references to the document parts and page numbers.

#	Issue	Proposed Outcome	Reference
<b>PART B – GENERAL PROVISIONS</b>			
<b>B6 Stormwater</b>			
1.	The title of B6 does not reflect its content as it covers flooding as well as stormwater management	<ul style="list-style-type: none"> <li>Replace the B6 title “stormwater” with “water management”, so it covers all the content</li> </ul>	B6, P36
2.	The heading of section 6.2 should be consistent with the relevant section in WDCP 2012	<ul style="list-style-type: none"> <li>Replace “6.2 Flooding” with “6.2 Flood Planning”</li> </ul>	B6, P38
3.	The ‘flood planning area’ maps in the WLEP 2012 which the WDCP 2012 refers to were removed by the DPIE as part of their flood-prone land package.	<ul style="list-style-type: none"> <li>Add the flood planning area layer to Council’s online mapping platform – Discover</li> <li>Provide a link to the online mapping platform in the DCP</li> </ul>	6.2 flooding, P38
4.	Flood related controls need to be updated in accordance with the new understanding about flood gained through the Waverley LGA Flood Study 2021.	<ul style="list-style-type: none"> <li>Update objectives to cover the key issues set out by <i>the NSW Floodplain Development Manual</i> and the <i>Considering flooding in land use planning Guideline 2021</i> including the management of flood risk and safety of people</li> <li>Replace all flood controls with the new ones that cover flood level, building components, structural soundness, flood affectation, car parking and driveway access, evacuation, management and design, and fencing.</li> </ul>	6.2 Flooding, P39
5.	Different land uses are associated with different level of flood risks which are not identified in WDCP 2012, more specific controls relating to these land uses are needed to properly manage flood risk.	<ul style="list-style-type: none"> <li>Add a table to DCP Annexure B6-1 to illustrate the land use risk categories</li> <li>Add tables to DCP Annexure B6-2 to identify the flood related development controls that apply for different land use categories with different flood risks</li> <li>Add a table to DCP Annexure B6-3 to list flood compatible materials</li> <li>Add flood report requirements to DCP Annexure B6-4</li> </ul>	Annexures B6-1, B6-2, B6-3, B6-4
6.	Contents page of Part B needs to be updated in accordance with the amendments made.	<ul style="list-style-type: none"> <li>Update the contents page</li> </ul>	Contents, Pi, ii
<b>Definitions and Abbreviations</b>			
7.	Flood related terms and abbreviations are not defined in the WLEP 2012	<ul style="list-style-type: none"> <li>Add the definitions and relevant abbreviations to the DCP</li> </ul>	Definitions and abbreviations, P382-394 & P398

## PART B GENERAL PROVISIONS

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**6.2 FLOOD PLANNING**

Sections 6.2.1-6.2.8 apply to land identified in the 'Flood Planning Areas' layer on Council's mapping website. Section 6.2.9 provides controls for all other development.

Waverley Online Mapping Tool	
<a href="https://discover.waverley.nsw.gov.au/connect/analyst/mobile/#/main?mapcfg=Planning">https://discover.waverley.nsw.gov.au/connect/analyst/mobile/#/main?mapcfg=Planning</a>	
Map Configuration	Planning
Layer	Flood Planning Areas

There are three different flood risk levels associated with the Flood Planning Areas, high, medium and low, see below. The Flood Planning Areas are available on Council's mapping website.

Flood Risk Precinct	Description	Technical Definition
High	Land within the 1% AEP flood extent with a high hydraulic hazard classification. There is a high potential for damage to property, risk to life or evacuation difficulty. <i>Most development should be restricted in this precinct. In this precinct there would be a significant risk of flood damages without compliance with flood related building and planning controls.</i>	Land classified as "H4-H6" in the 1% AEP event (Waverley LGA Flood Study, 2018)
Medium	Land below the 1% AEP flood that is not subject to high hydraulic hazard and where there are no significant evacuation difficulties. Note: in this precinct there would still be significant risk of flood damage, but these damages can be minimised by the application of appropriate development controls	Land classified as "H1-H3" in the 1% AEP event (Waverley LGA Flood Study, 2018)
Low	All other land within the floodplain (ie. within the extent of the probably maximum flood (PMF), that is not classified as a High or Medium Flood Risk Precinct. <i>Note: The Low Flood Risk Precinct is where the risk of damages is low for most land uses. The Low Flood Risk Category is that area above the 1% AEP flood, and most land uses would be permitted in this category. Development controls may apply to special land uses with critical functions or vulnerable occupants.</i>	Flood affected land between the PMF and 1% AEP extent.

**Note:** Applicants may be required to undertake a flood study to determine the flood extent and Flood Risk Categories in order to apply appropriate controls required by this Development Control Plan.

Council may require flood related development controls in situations where:

- Council has knowledge that the property has been previously affected by or impacted upon flooding or an overland flow path;
- The property is on the low side of the road and/or the boundary levels are below the level of Council's kerb;

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- (c) The property is lower than surrounding properties;
- (d) The property is in a natural low point, gully or depression; or
- (e) The property is adjacent to or contains a flow path, open channel, watercourse or drainage line.

### Objectives

- (a) Reduce risk to human life and minimise damage to property caused by flooding.
- (b) Ensure that development is sited to minimise potential risk from flooding.
- (c) Ensure that, in the event of a flood, adequate access to affected properties is available for emergency service personnel and that safe egress is available for residents and employees.
- (d) Ensure that proposed development does not increase the flood inundation of other properties.
- (e) Ensure that sensitive land uses are designed and sited to minimise risk from flooding and have safe and reliable access.
- (f) Ensure that potential environmental contamination resulting from inundation of sensitive developments is minimised by appropriate design and siting.
- (g) Facilitate, where appropriate, conversion of floodways to natural waterway corridors.
- (h) Minimise potential impact of development on the ecology and the aesthetic and recreational value of waterways.
- (i) Ensure that land identified by Council as having a potential flood risk is subject to a full flood risk assessment before approval of new development.
- (j) Provide detailed controls for the assessment of applications lodged in accordance with the Environmental Planning and Assessment Act 1979 on land affected by potential floods.

### Controls

Refer to land use risk categories in Annexure B6-1, and the planning controls matrix in Annexure B6-2 to determine which controls are applied.

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#### 6.2.1 Floor Level

- (a) All floor levels are to be equal to or greater than the 5% AEP flood level.
- (b) Habitable floor levels are to be equal to or greater than the 1% AEP flood level plus 300mm freeboard.
- (c) All floor levels are to be equal to or greater than the PMF level unless justified by a site-specific assessment.
- (d) All non-habitable floor levels shall be no lower than the 1% AEP flood level. Where this is impractical, non-habitable spaces should be flood-proofed to the 1% AEP level.
- (e) Floor levels are to be as close to the flood planning level as practical (or higher), and no lower than the existing floor level when undertaking alterations and additions.

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**6.2.2 Building Components**

- (a) All new structures are to have flood compatible building components below or at the 1% AEP flood level plus 300mm freeboard, refer to Annexure B6-3 for the list of flood compatible building components.
- (b) All new structures to have flood compatible building components below or at the PMF level.

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**6.2.3 Structural Soundness**

- (a) An engineer's report (refer to Annexure B6-4 for details) shall be provided for developments in a Medium or High risk area to certify that any new structure can withstand the forces of floodwater, debris & buoyancy up to & including a 1% AEP flood level plus 300mm freeboard. Note: certification to be up to and including PMF if required to satisfy evacuation criteria (see below).
- (b) An engineer's report (refer to Annexure B6-4 for details) shall be provided for developments in a Medium or High risk area to certify that any new structure can withstand the forces of floodwater, debris & buoyancy up to & including the PMF level.

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**6.2.4 Flood Affection**

- (a) An engineer's report (refer to Annexure B6-4 for details) shall be provided for developments in a Medium or High risk area to certify that the development (including indoor and outdoor features, such as above ground swimming pools and associated pump housing) will not increase flood effects elsewhere, having regard to:
  - loss of flood storage;
  - changes in flood levels, flows and velocities caused by alterations to the flood conveyance.

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**6.2.5 Car Parking and Driveway Access**

- (a) The minimum surface level of open car parking spaces or carports shall be no lower than the 5% AEP flood level + 300mm.
- (b) Enclosed car parking spaces (garages) for three (3) or fewer vehicles shall have a minimum finished floor level no lower than the 5% AEP flood level plus 300mm freeboard.
- (c) Enclosed car parking spaces (garages) for more than three (3) vehicles shall have a minimum finished floor level no lower than the 1% AEP flood level plus 300mm freeboard.

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- (d) The crest of the driveway providing access between the road and Basement Car-Parking or Below Ground Car Parking shall be a minimum of 1% AEP flood plus 300 mm or the PMF, whichever is higher.
- (e) Restraints or vehicle barriers shall be provided to prevent floating vehicles leaving a site during a 1% AEP flood. A flood depth of more than 200mm will cause serious water damage to a typical vehicle and a depth of 300mm is sufficient to cause a typical vehicle to float.

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### 6.2.6 Evacuation

- (a) The evacuation requirements of the development during flooding shall be considered and identified in the Statement of Environmental Effects.
- (b) The evacuation requirements of the development are to be considered up to the PMF level and identified in the Statement of Environmental Effects.
- (c) The development shall be consistent with any relevant flood strategy, Floodplain Risk Management Plan adopted by Council or similar.
- (d) The Applicant shall demonstrate that evacuation of potential development as a consequence of a subdivision proposal can be undertaken in accordance with the Flood Planning controls.
- (e) The Applicant shall provide a plan that demonstrates how risk to life will be managed during a flood event. For example, a safe the evacuation route needs to be clearly identified, or a shelter in-place strategy with reliable access shall be provided to an area of refuge above the PMF level.

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### 6.2.7 Management and Design

- (a) The Applicant is to demonstrate that potential development as a consequence of a subdivision proposal can be undertaken in accordance with the DCP.
- (b) The Applicant is to demonstrate that area is available to store goods above the 1% AEP flood level plus 300 mm freeboard.
- (c) No storage of materials below the 1% AEP plus 300 mm which may cause pollution or be potentially hazardous during any flood.
- (d) In-ground swimming pools are to have surrounding coping/tiling that is no more than 100 mm above surrounding ground level. All pumping/electricals are to be above the 1% AEP flood level plus 300 mm freeboard.

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### 6.2.8 Fencing

- (a) Fencing is to be constructed in a manner that does not obstruct the flow of floodwaters so as to have an adverse impact on flooding.
- (b) Fencing shall be constructed to withstand the forces of floodwaters.

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### 6.2.9 All Other Areas

- (a) For sites not in a 'flood planning area' habitable floor levels must comply with the drainage requirements of the BCA.
- (b) A reduction in the required floor level will only be considered if the development includes the installation of an automatic flood gate system.

## Annexures

**Annexure B6-1****Land Use Risk Categories**

Land use is categorised into eight Land Use Risk Categories according to the sensitivity of each type of land use to flooding. The definitions of each land use are based on the Waverley LEP 2012 and are categorised as follows.

Category	Examples (not exhaustive, refer to Waverley LEP 2012 for full list).
<b>Essential Community Facilities</b>	Emergency services; public administration building that may provide an important contribution to the notification or evacuation of the community during flood events (e.g. SES headquarters and Police Stations); hospitals and residential care facility.
<b>Sensitive Uses and Facilities</b>	Offensive storage establishments; seniors housing; child care centres; preschools; schools and other educational institutions; correctional centres; liquid fuel depots; public utility undertakings (including electricity generating works; sewerage treatment plant; sewerage systems; telecommunication facilities; utility installations and water treatment facilities) which are essential to evacuation during periods of flood or if affected would unreasonably affect the ability of the community to return to normal activities after flood events; and waste disposal facilities.
<b>Subdivision</b>	Subdivision of land which involves the creation of new allotments with potential for further development.
<b>Residential</b>	Boarding houses; camping or caravan park site; health consulting rooms; home businesses; home industries; home occupation; hotel or motel accommodation; residential accommodation (excluding seniors housing and residential care facilities); serviced apartments; and other development within residential lots including but not limited to construction of garages, swimming pools, and the construction of an outbuilding with a floor area that exceeds 30 m <sup>2</sup> , fencing and/or retaining walls.
<b>Commercial or Industrial</b>	Business premises; office premises; retail premises or buildings or land used for industrial activity.
<b>Tourist Related Development</b>	Camp sites or caravan parks –short–term sites (1) only As defined by the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005
<b>Recreation or Non-urban Uses</b>	Agriculture; aquaculture; animal boarding or training establishments; extractive industry; recreation facility (indoor), recreation facility (outdoor); recreation facility (major); recreation areas and minor ancillary structures (e.g. toilet blocks or kiosks); and water recreation structure.
<b>Concessional Development</b>	Residential development that involves: <ol style="list-style-type: none"> <li>An internal or external alteration to an existing dwelling, which does not change the floor area and/or footprint of the existing dwelling;</li> <li>An addition to existing premises of not more than 10% of the floor area of the existing building footprint;</li> <li>A change of use which does not increase flood risk having regard to property damage and personal safety;</li> </ol>

## Annexures

Category	Examples (not exhaustive, refer to Waverley LEP 2012 for full list).
	<ul style="list-style-type: none"><li>d) Subdivision which does not propose the creation of new allotments with potential for further development;</li><li>e) The construction of an outbuilding with a floor area of no greater than 30 m<sup>2</sup>.</li></ul>

## Annexures

**Annexure B6-2****Planning Controls Matrix for Flood Planning**

The Planning Controls Matrix identifies the flood related development controls that apply to the Flood Planning Areas and land use category. The detailed controls are provided in B6.

Flood Risk	Low Flood Risk								Medium Flood Risk								High Flood Risk							
LAND USE	Essential Community Facilities	Sensitive Uses and Facilities	Subdivision	Residential	Commercial or Industrial	Tourist Related Development	Recreation or Non-urban Uses	Concessional Development	Essential Community Facilities	Sensitive Uses and Facilities	Subdivision	Residential	Commercial or Industrial	Tourist Related Development	Recreation or Non-urban Uses	Concessional Development	Essential Community Facilities	Sensitive Uses and Facilities	Subdivision	Residential	Commercial or Industrial	Tourist Related Development	Recreation or Non-urban Uses	Concessional Development
	Floor Level	3	3									2, 4	2, 4	2, 4	1	5				2, 4	2, 4		1	5
	Building Components	2	2									1	1	1	1	1				1	1		1	1
	Structural Soundness	2	2			2						1	1	2	1	1				1	1		1	1
	Flood Affection										1	1	1	1	1	1			1	1	1		1	1
	Car Parking & Driveway Access	2, 3, 4	2, 3, 4	2, 3, 4	2, 3, 4	2, 3, 4	2, 3, 4	2, 3, 4				1, 2, 3, 4, 5	1, 2, 3, 4, 5	1, 2, 3, 4, 5	4, 5	4, 5				1, 2, 3, 4, 5	1, 2, 3, 4, 5		4, 5	4, 5
	Evacuation	2, 3	2, 3	1	1	1	1	1	1			4	1	1, 3	1, 3	1, 3	1			4	1	1, 3, 5	1, 3	1
	Management & Design			1								1	2, 3, 4	2, 3	2, 3, 4	2, 3, 4			1	2, 3, 4	2, 3		2, 3, 4	2, 3, 4
	Fencing	1	1	1	1	1	1	1	1			1, 2	1, 2	1, 2	1, 2	1, 2	1, 2			1, 2	1, 2	1, 2	1, 2	1, 2

*\*Note: New residential, commercial or industrial development are not permitted in the High Flood Risk areas. Redevelopment that does not intensify the occupancy will be assessed on a merit basis presented by the applicant.*

*For mixed-used developments, the planning controls matrix applies to the relevant ground floor use.*

**Key**

Not Relevant	
Unsuitable Land Use	
DCP Control Reference no.	1,2



## Annexures

**Annexure B6-3**  
**Flood Compatible Material**

Building Component	
Flooring and sub-floor	• Concrete slab-on-ground monolith
	• suspended reinforced concrete slab
Floor covering	• clay tiles
	• concrete, precast or in situ
	• concrete tiles
	• epoxy, formed-in-place
	• mastic flooring, formed-in-place
	• rubber sheets or tiles with chemicals-set-adhesive
	• silicone floors formed-in-place
	• vinyl sheets or tiles with chemical-set adhesive
	• ceramic tiles, fixed with mortar or chemical-set
	• asphalt tiles, fixed with water resistant adhesive
Wall structure	• Solid brickwork, block work, reinforced, concrete or
Roofing structure (for situations where the relevant flood level is	• reinforced concrete construction
	• galvanised metal construction
Doors	• solid panel with water proof adhesives
	• flush door with marine ply filled with cell foam
	• painted metal construction
	• aluminium or galvanised steel frame
Wall and ceiling linings	• fibro-cement board
	• brick face or glazed
	• clay tile glazed in waterproof mortar
	• concrete
	• concrete block
	• steel with waterproof applications
	• stone, natural solid or veneer, waterproof grout
	• glass blocks
	• glass
	• plastic sheeting or wall with waterproof adhesive
Insulation windows	• Foam (closed cell types)
	• Aluminium frame with stainless steel rollers or similar corrosion and water resistant material
Nails, bolts, hinges and fittings	• Brass, nylon or stainless steel;
	• Removable pin hinges
	• Hot dipped galvanised steel wire nails or similar.

## Annexures

<b>Electrical and mechanical equipment</b> <i>For dwellings constructed on land to which this DCP applies, the electrical and mechanical materials, equipment and installation must conform to the following requirements:</i>	
<b>Main power supply</b>	Subject to the approval of the relevant authority the incoming main commercial power service equipment, including all metering equipment, must be located above the relevant flood level. Means must be available to easily disconnect the dwelling from the main power supply.
<b>Wiring</b>	All wiring, power outlets, switches, must be to the maximum extent possible, located above the maximum flood level. All electrical wiring installed below this level must be suitable for continuous underwater immersion and must contain no fibrous components. Earth leakage circuit-breaker (core balance relays) or a Residual Current Device must be installed. Only submersible type splices must be used below maximum flood level. All conduits located below the relevant designated flood level must be so installed that they will be self-draining if subjected to flooding.
<b>Equipment</b>	All equipment installed below or partially below the relevant flood level must be capable of disconnection by a single plug and socket assembly.
<b>Reconnection</b>	Should any electrical device and/or part of the wiring be flooded it must be thoroughly cleaned or replaced and checked by an approved electrical contractor before reconnection.
<b>Heating and air conditioning systems</b> <i>Where viable, heating and air conditioning systems should be installed in areas and spaces of the house above maximum flood level. When this is not feasible, every precaution must be taken to minimise the damage caused by submersion according to the following guidelines:</i>	
<b>Fuel</b>	Heating systems using gas or oil as fuel must have a manually operated valve located in the fuel supply line to enable fuel cut-off.
<b>Installation</b>	Heating equipment and fuel storage tanks must be mounted on and securely anchored to a foundation pad of sufficient mass to overcome buoyancy and prevent movement that could damage the fuel supply line. All storage tanks must be vented to an elevation of 600 millimetres above the relevant flood level.
<b>Ducting</b>	All ductwork located below the relevant flood level must be provided with openings for drainage and cleaning. Self-draining may be achieved by constructing the ductwork on a suitable grade. Where ductwork must pass through a water-tight wall or floor below the relevant flood level, a closure assemble operated from above relevant flood level must protect the ductwork.

## Annexures

### Annexure B6-4

#### Flood Risk Management Report Requirements

A Flood Risk Management Report must be prepared by a suitably qualified and practising engineer with experience in floodplain risk management. The report must be prepared in accordance with the relevant sections of Annexure B6-4.

Council will request a report to determine the effects of a proposed development on flooding and the effect of flooding on a proposed development. A report will be required for any type of development where the development occurs in the floodplain or in areas where overland flow is suspected.

Unless it can be demonstrated that flood modelling is not required, any modelling must be undertaken using Council's TUFLOW model (subject to local refinements including revisions to the DEM using detailed survey). A fee is payable to use the TUFLOW model. Once engaged, the consultant must enter into a license agreement for the use of Council's flood model for the specific purpose of preparing the flood study for the proposed development only.

The Flood Risk Management Report must at a minimum address:

1. Extent of the 5% AEP flood, 1% AEP flood and PMF event in the vicinity of the development in the pre-development and post-development stage (where modelling has been undertaken).
2. Peak Flood Velocity, Hydraulic Categorisation and Flood Hazard mapping during the 5% AEP, 1% AEP flood and PMF event in the vicinity of the development in the pre-development and post-development stage (where modelling has been undertaken).
3. Any difference in mapping to compare changes in flood behaviour from the pre-development and post-development stage (where modelling has been undertaken).
4. Recommendations on all precautions to minimise risk to personal safety of occupants and the risk of property damage for the total development to address the flood impacts on the site during a 1% AEP flood and PMF event. These precautions must include but not be limited to the following:
  - a. Types of materials to be used to ensure the structural integrity of the development for immersion and impact of velocity and debris for the 1% AEP flood event and PMF;
  - b. Waterproofing methods, including electrical equipment, wiring, fuel lines or any other service pipes or connections;
  - c. A flood evacuation strategy (Flood Emergency Response Plan); and
  - d. On site response plan to minimise flood damage, and provide adequate storage areas for hazardous materials and valuable goods above the flood level.
5. Details of any flood mitigation works (including any supporting modelling and calculations) that are proposed to protect the development.
6. The architectural/engineering plans on which the assessment is based.
7. The date of site inspection undertaken.
8. The professional qualifications and experience of the author(s).

## DEFINITIONS

**Note:** Terms used in this Plan are defined in Waverley LEP 2012 and the Act and override any identical definition in this dictionary. The definitions below refer to terms that are not defined by either the LEP or the Act.

### A

**A-Board** (or sandwich board) - means a two sided structure generally located on the footpath outside a shop or arcade to advertise a particular shop or product.

**Accessible Housing** - Housing that is designed and built to accommodate the needs of occupants with mobility impairment (Australian Standard 1428: Design for Access and Mobility Services).

**Active Frontage** - Street frontages where there is an active visual engagement between those in the street and those of the ground floors of buildings. Frequent building entries that face and open towards the street, transparent street frontages, quality materials and refined details, and mixed landuse help to provide active frontages.

**Active Solar Energy Systems** - Systems which combine the sun's energy with local climatic conditions to achieve thermal comfort inside buildings with the use of mechanical devices.

**Adaptable housing** - Dwellings designed in accordance with the requirements under Australian Standard AS4299 – 1995 Adaptable Housing.

**Adjoining Land** - Land which abuts an application site or is separated from it only by a pathway, driveway, laneway, roadway or similar thoroughfare.

**Advertised Development** - Development, other than designated development, that is identified as advertised development by the regulations, an environmental planning instrument or a development control plan.

**Affected Person** - A person, organisation, company or the like who owns or occupies land that adjoins an application site; who, in the opinion of the authorised Council officer, may be detrimentally affected by the use of an application site or the erection of a building or carrying out of works on an application site; or who occupies a building (Including but not limited to a boarding house or an individual unit within a residential flat building) that is the subject of a development application.

**Alteration and Addition** - Any alteration or addition requiring a development application.

**Applicant** - The person(s) making a development application to Council.

**Application Site** - The land to which the development application applies.

**Attic** – Refer to the term “Attic” as defined in the dictionary within Waverley Local Environmental Plan 2012.

**Australian Standard** – The structural, technical and building requirements prepared by the Standards Australia Committee and approved by Council of Australian Standards.

## DEFINITIONS

**Authorised Council Officer(s)** - The Council officer(s) who are responsible for the processing, assessment or determination of an application.

**Awning** - A roof like structure that protrudes from the wall of a building, either over a window or doorway.

**Awning Fascia Sign** - A painted or adhered sign positioned on the fascia or return end of an awning.

**Annual Exceedance Probability (AEP)** - The probability that a given rainfall total accumulated over a given duration will be exceeded in any one year. Example, if a peak flood discharge of 500 m<sup>3</sup> /s has an AEP of 1%, it means that there is a 1% chance (that is one-in-100 chance) of a 500 m<sup>3</sup> /s or larger event occurring in any one year.

**Australian Height Datum (AHD)** - A common national plan of level corresponding approximately to mean sea level.

**ARR 1987** - Australian Rainfall and Runoff: 1987 published by the Institute of Engineers, Australia.

**ARR 2019** - Australian Rainfall and Runoff 2019, published by the Commonwealth of Australia (Geoscience Australia).

**Average Recurrence Interval (ARI)** - The average time interval (expressed in years or fraction of years) between recurrences of a rainfall event of a given intensity and duration. For example, floods with a discharge as great as, or greater than, the 20-year ARI flood event will occur on average once every 20 years. ARI is another way of expressing the likelihood of occurrence of a flood event.

## B

**Base Flows** - Flows that occur during dry weather conditions.

**Biodiversity** - The variety of life: the different plants, animals and microorganisms, the genes they contain and the ecosystems of which they form. Biodiversity is vital in supporting human life. It provides many benefits, including our food, clean air and water and fertile soils.

**Blackwater** - Wastewater generated from toilets.

**Body Corporate** - An owner's corporation constituted under Section 11 of the *Strata Schemes Management Act 1996*.

**Bulk** - The combination of volume, size and shape of a building.

**Basement Car Parking or Below Ground Car Parking** - The car parking area generally below ground level where inundation of the surrounding areas may raise water levels above the entry level to the basement, resulting in inundation. Basement car parks are areas where the means of drainage of accumulated water in the car park has an outflow discharge capacity significantly less than the potential inflow capacity.

## DEFINITIONS

### C

**Café** (See **Restaurant**)

**Canopy** - means an overhanging protection or shelter usually found over a window or door.

**Carport** - An open sided roof structure with no door or walls and used for car-parking purposes only.

**Collection Point** - The usual (or agreed) point on the footpath/roadway, or on-site, where garbage and recyclables are loaded onto vehicles.

**Compost Bin** - A container to hold organic and biodegradable waste while it is being converted into soil conditioner, compost or humus by a biological decay process.

**Consulting Arborist** - An Australian Qualification Framework Level V arborist (AQF5) or equivalent

**Consent Authority** - Waverley Council unless otherwise stipulated in accordance with this Plan.

**Conservation Area** - means an area of land of heritage significance:

- a) shown on the Waverley Local Environmental Plan 2012 Heritage Map as a heritage conservation area, and
- b) the location and nature of which is described in Waverley Local Environmental Plan 2012 Schedule 5, and includes any heritage items situated on or within that area.

**Contributory Item** - items that make an important and significant contribution to the character of a heritage conservation area. This not only includes buildings, but natural features such as topography, vegetation, and views as well.

**Council** - Waverley Council

**Critical Habitat** - An area or areas of land comprising the habitat of an endangered species, population or ecological community

**Critical Facilities** - Includes hospitals and ancillary services, communication centres, police, fire SES, major transport facilities, sewerage and electricity plants; any installations containing critical infrastructure control equipment and any operational centres for use in a flood.

### D

**Damage (to a tree)** - Injury to a tree or vegetation and includes:

- pruning, lopping and topping
- poisoning, including applying herbicides and other plant toxic chemicals to a tree or spilling of oil, petroleum, paint, cement, mortar and the like onto the root zone
- cutting, tearing, breaking or snapping of braches and roots that is not carried out in accordance with accepted arboricultural practices or is done for invalid reasons, including vandalism

## DEFINITIONS

- ringbarking, scarring the bark when operating machinery, fixing objects by nails, staples or wire or fastening materials that circle and significantly restrict the normal vascular function of the trunks or branches
- damaging a tree's root zone by compaction or excavation, asphyxiation including unauthorised land filling or stockpiling of materials around the tree trunk, and / or
- underscrubbing, or clearing understorey plants.

**Dead tree** - Any tree that is no longer capable of performing any one of the following processes:

- photosynthesis
- take up of water through the root system
- hold moisture in its cells; or
- produce new shoots

**Deep Soil Zone** - site area that is not built on, or underneath, thereby leaving an area of deep soil for deep-rooted vegetation, native vegetation and natural drainage. The zone must have a minimum dimension of 2 by 2 metres and should be positioned to enable the retention of existing mature and / or significant trees.

**Destroy** - Any activity leading to the immediate or contributes to the death, disfigurement or mutilation of a tree

**Designated Development** - Development as specified under section 4.10 of the *EP&A Act 1979* to be development that is declared to be designated by an environmental planning instrument or regulation.

**Desired Future Character** - the character of a development that complies with the aspirations expressed within the objectives and provisions of the Waverley LEP and DCP 2012 and any other relevant plans adopted by Council.

**Detention** - The holding of stormwater for short time periods aimed at reducing high flows. This reduces the peak flow of runoff, not the volume.

**Detention Basin** - A storage area used to temporarily store stormwater flows during a storm event to reduce peak flow. No water is permanently stored in a Detention Basin but is released to the stormwater system following the peak flow event.

**Development** - The use of land, and the subdivision of land, and the erection of a building, and the carrying out of a work, and the demolition of a building or work, and any other act, matter or thing referred to in Section 3.14 of the *EP&A Act 1979* that is controlled by an environmental planning instrument but does not include any development of a class or description prescribed by the Regulations 2000 for the purposes of this definition.

**Development Application** - An application for consent under Section 1.4 of the *EP&A Act 1979*, to carry out development but does not include an application for a complying development certificate.

**Dormer** - A construction containing a vertical window framed into and projecting through a sloping roof.

## DEFINITIONS

### E

**External Wall Height** - "Wall height" is the vertical distance as measured from the ground level (existing or as determined by Council) to the highest point of an external wall. The highest point of an external wall is taken to be any of the following:

- the underside of the eaves of a pitched roof;
- the highest point of a parapet that forms part of an external wall;
- the highest point of the wall where it joins the roof structure for skillion or butterfly type roofs.

For the purposes of "wall height" an external wall does not include dormer windows, roof gable ends, clerestory windows, recessed/setback glazed walls designed to obtain internal light, or the like.

**Effective Warning Time** - The time available after receiving advice of an impending flood and before the floodwaters prevent appropriate flood response actions being undertaken. The effective warning time is typically used to raise furniture, evacuate people, and transport their possessions.

**Evacuation** - The transfer of people and or stock from areas where flooding is likely, either close to, or during a flood event. It is affected not only by warning time available, but also the suitability of the road network, available infrastructure, and the number of people that have to evacuate during floods.

### F

**Fascia Sign** - A sign painted or positioned on the fascia or return end of the awning.

**Fill** - Depositing soil, rock or other similar extractive material obtained from the same or another site, but does not include the depositing of topsoil or feature rock imported to the site that is intended for use in garden landscaping, turf or garden bed establishment or top dressing of lawns and that does not significantly alter the shape, natural form or drainage of the land or a waste disposal landfill operation.

**Fin Sign** - An advertising structure attached to a flat roofed building or structure (such as a service station driveway canopy), generally positioned at right angles to street frontage.

**Flush Wall Sign** - A sign attached to or painted onto the wall of a building.

**Food Waste** - Any food waste such as vegetables, cereals, bones, meats and fish and fatty and oily sludges such as de-watered grease trap wastes.

**Flood** - A relatively high stream flow which overtops the natural or artificial banks in any part of a stream, river, estuary, lake or dam, and/or local overland flooding associated with major drainage as defined by the Floodplain Development Manual before entering a watercourse, and/or coastal inundation resulting from super-elevated sea levels and/or waves overtopping coastline defences excluding tsunamis.

**Flood compatible building components** - A combination of measures incorporated in the design and/or construction and alteration of individual buildings or structures subject to flooding, and the use of flood compatible materials for the reduction or elimination of flood damage.



## DEFINITIONS

**Flood compatible materials** - Those materials used in building which are resistant to damage when inundated.

**Flood evacuation strategy** - The proposed strategy for the evacuation of areas within effective warning time during periods of flood as specified within any policy of Council, the Floodplain Risk Management Plan (FRMP), the relevant State Government disaster plan, by advice received from the State Emergency Services (SES) or as determined in the assessment of individual proposals.

**Flood hazard** - The potential risk to life and limb and potential damage to property resulting from flooding. The degree of flood hazard varies with circumstances across the full range of floods.

**Flood planning area** - The area where flood related development controls apply. It includes land below the flood planning level (FPL) and may extend to include other areas of land where the high consequences in low probability events require additional flood related controls to reduce damages or to not alter the floodway in rarer flood events.

**Flood planning level (FPL)** - In the Waverley LGA, the FPL is the level of a 1% AEP flood event plus 300 mm freeboard, unless otherwise stated in an adopted Floodplain Risk Management Study and/or Floodplain Risk Management Plan.

**Flood prone land** - Land susceptible to flooding by the probable maximum flood (PMF) event. Flood Prone Land is synonymous with flood liable land.

**Flood proofing** - A combination of measures incorporated in the design, construction and alteration of individual buildings or structures subject to flooding, to reduce or eliminate flood damages. Examples include use of tiled surfaces and installing power points above flood planning levels etc.

**Flood refuge area** - An onsite refuge above the PMF that provides reasonable shelter for the likely occupants of the development commensurate with the period of time that refuge is likely to be required in floods up to the PMF.

Note: In general, it is not acceptable to rely on a refuge provided by or on other development sites. In all cases where an onsite refuge is provided, it is to be both intrinsically accessible to all people on the site, sheltered and an integrated part of the development (i.e. a second storey with internal stair access). The route to the refuge is to be fail safe, plainly evident and self-directing.

**Flood Fringe Areas** - The remaining areas of flood prone land after floodway and flood storage areas have been identified.

**Floodway Areas** - Areas of the floodplain where a significant discharge of water occurs during floods. They are often aligned with naturally defined channels. Floodways are areas that, even if only partially blocked would cause a significant redistribution of flow or a significant increase in flood levels.

**Flood Storage Areas** - Floodplain area that is important for the temporary storage of floodwaters during a flood.

**Floodplain** - (Synonymous with flood liable and flood prone land) is the area of land that is subject to inundation by the PMF.

## DEFINITIONS

**Floodplain Development Manual (FDM)** - Floodplain Development Manual (2005) or the latest version.

**Floodplain Risk Management Plan (FRMP)** - A plan prepared for one or more floodplains in accordance with the requirements of the FDM.

**Floodplain Risk Management Study (FRMS)** - A study prepared for one or more floodplains in accordance with the requirements of the FDM.

**Freeboard** - A margin of safety applied to calculations that estimate the water surface during a storm event. The freeboard accounts for the inaccuracies in calculation methods. The height between water level and the underside of a structure or top of an embankment/channel wall is referred to as freeboard.

### G

**Garage** - An enclosed structure with a roof, garage door and walls used for carparking purposes only.

**Garbage** - is any solid or inert materials generated by development and land-use activities (including domestic activities) that are discarded, rejected, unwanted, surplus or abandoned, that remains after the separation of compostable, re-useable and recyclable materials.

**Garbage Chute** - is a duct in which deposited material descends from one level to another within the building, due to gravity.

**Green Roof** - is a roof that is designed to promote the growth of various forms of vegetation and includes a vegetated layer, growing medium, drainage layer and a waterproof membrane. The roof is either partially or completely covered by vegetation, and is a non-trafficable space that is only accessed for maintenance purposes.

**Green wall / Vertical garden** - Green wall means walls that are either free-standing or part of a building that is partially or completely covered with vegetation. There are two main types of green wall, including:

- green façades, that are made up of climbing plants either growing directly on a wall or on specially designed supporting structures. The plant's shoot system grows up the side of the building while being rooted in the ground; and
- living walls, with modular panels are affixed to the wall and geo-textiles, irrigation and a growing medium combine to support a dense network of plants.

**Green Waste** - A vegetative material, such as grass, plants, leaves, branches, shrub and tree loppings.

**Grey Water** - Wastewater generated from hand basins, showers, laundries and kitchens.

**Gross Leasable Area** - The sum of the areas at each floor of a building, where the area of each floor is taken to be the area within the internal faces of the walls, excluding stairs, amenities, lifts, corridors and other public areas but including stock storage areas.

**Groundwater** - Water contained within the voids and spaces in rocks or soils.

## DEFINITIONS

### H

**Habitable** - In a residential situation: a living or working area, such as a lounge room, dining room, rumpus room, kitchen, bedroom or workroom; In an industrial or commercial situation: an area used for offices or to store valuable possessions susceptible to flood damage in the event of a flood.

**Habitable Room** - A room in a dwelling used for domestic day to day activities that excludes a bathroom, laundry, water closet, food storage pantry, walk in wardrobe, corridor, hallway and other like spaces not occupied for extended periods of time.

**Habitat Corridors** - are areas where vegetation provides sufficient habitat features to allow wildlife to move from one area of habitat to another. The vegetation may include remnant bushland, native plantings, weeds and gardens.

**Habitat tree** - Any tree that is a nest or hollow-bearing tree which is suitable for nesting birds, arboreal marsupials (possums), micro-bats or which support the growth of locally indigenous epiphytic plants such as orchids

**Hardstand area** - An open paved, concrete or grassed space designed to allow for car parking.

**Hazardous Material** - Potentially hazardous or toxic material(s) that contribute to the toxicity of residual waste. They include but are not limited to, asbestos, used batteries, waste oils, paints, solvents, cleaning and pool chemicals, pesticides, poisons and sharps such as syringes.

**Hazardous Substances** - A substance that:

- is listed in the *List of Designated Hazardous Substances*, (as listed on [www.ascc.gov.au](http://www.ascc.gov.au)) or
- fits the criteria set out in the 'Approved Criteria for Classifying Hazardous Substances', as published by the National Occupational Health and Safety Commission.

**Height of a tree** - means the distance measure vertically between the horizontal plane of the lowest point of the base of the tree, which is immediately above ground, and the horizontal plane of the uppermost point of the tree.

### I

**Impervious (non porous)** - A surface that does not allow water to infiltrate into the ground, including roofs, roads, pavements, hard surfaced sports courts, any "sealed" areas and permanent water bodies such as swimming pools.

**Indigenous plant species** - Those species which are believed to have been present in the Waverley Council area prior to 1788. It includes those plants which originate from remnant vegetation via natural processes and does not include planted native plants or plants originating from plantings.

**Infill** - A new building, either in a heritage conservation area or an existing urban area.

**Infiltration** - is the downward movement of water from the surface to the subsoil.

## DEFINITIONS

**Injury** - Damage to a tree and includes:

- lopping and topping
- poisoning, including applying herbicides and other plant toxic chemicals to a tree or spilling of oil, petroleum, paint, cement, mortar and the like onto the root zone
- cutting, tearing, breaking or snapping of braches and roots that is not carried out in accordance with accepted arboricultural practices or is done for invalid reasons, including vandalism
- ringbarking, scarring the bark when operating machinery, fixing objects by nails, staples or wire or fastening materials that circle and significantly restrict the normal vascular function of the trunks or branches
- damaging a trees root zone by compaction or excavation, asphyxiation including unauthorised land filling or stockpiling of materials around the tree trunk, and / or
- underscrubbing, unless carried out by hand tools such as brushcutters and the like

**Integrated Development** - Development that in addition to Council consent, requires a number of permits, licences and other approvals from public authorities as well as approval under the *EP&A Act 1979*.

**Interallotment Drainage** - Common stormwater drainage system that serves one or more private properties.

### L

**Landscaped Area** - A part of a site used for growing plants, grasses and trees, but does not include any building, structure or hard paved area

**Laneway Development** - A building which fronts a rear lane.

**Liquid Waste** - A non-hazardous liquid waste generated by commercial premises that is supposed to drain to the sewer or be collected for treatment by a liquid waste contractor (inc. grease trap waste).

**Local Native Plants** - Those plants that have been propagated from local seed stocks from Sydney's Eastern suburbs, not specifically from the Waverley area, and not from outside the Sydney Basin

**Lop or Lopping** - Cutting branches or stems between branch unions or internodes with the final cut leaving a stub

**Low Flows** - Flows generated from rainfall events less than the 1 in 5 year ARI storm event including frequent events.

### M

**Minor Alterations** - Any internal alterations and additions or external additions which does not increase the area of the existing building envelope.

## DEFINITIONS

**Minor Stormwater System** - A stormwater conveyance system comprising the land formation, pits and pipes, gutters, swales, grated trenches and other stormwater conveyance devices that are used to convey or retain stormwater in storm events up to the 20 year average recurrence interval storm event.

**Mobile Garbage Bin** - A bin on wheels with a lid ('wheely' bin) supplied by Council.

**Mixed Use Development** - As defined in the Waverley Local Environmental Plan 2012.

**Multi Dwelling Housing** – As defined in the Waverley Local Environmental Plan 2012.

**Multi Residential Development**- A building containing one or more dwellings on one lot of land. This may include Mixed Use Development, and other forms of Residential Accommodation.

### N

**Natural Ground Level** - The existing ground level on the site prior to variation by way of excavation or filling, or that level accepted or determined by Council.

**Neighbouring Land** - Any land, which in the opinion of the Authorised Council Officer, may be detrimentally affected by a development application (and may include properties in a neighbouring LGA).

**Non – Habitable Room** - Spaces not occupied frequently or for extended periods.

**North Point** - The orientation of a dwelling or part thereof. A reference to 'north' is a reference to true solar north and not magnetic or compass north.

**Noxious weed** - A plant declared noxious under the *Noxious Weeds Act 1993*.

### O

**On-site Detention** - Detention of water on-site (refer to **Detention**).

**On-site Retention** - Retention of water on-site (refer to **Retention**).

**Open Space** - An area external to a building (including an area of land, terrace, balcony or deck) and includes hard paved areas, areas containing swimming pools as well as landscaped area.

**Operational hours** - The hours when a commercial premises is utilised by staff for pre-works and clean up of the premises but is not open to the public for trade.

**Organic Waste** - A biodegradable, compostable wastes of plant and animal origin, such as garden refuse and food wastes capable of being converted into soil conditioners, compost or humus by a biological decay process.

**Origin** - refers to the location of plant material, where seed or cuttings were sourced to produce the plants. These may be:

## DEFINITIONS

- Indigenous – plant material from specimens growing in Waverley remnant vegetation or bushland (preferred)
- Local Native – plant material from Eastern Suburbs, Australia (next preference)
- Native – plant material from other region in Australia (Coastal NSW preferred)

**Outbuilding** - An unattached building or structure that includes a bird aviary, cubby house and other play equipment, cabana, garden shed and greenhouse and the like.

**Overland flow** - Runoff from rainfall that flows over the land before entering a watercourse, creek, river, lake or dam. Overland flow can flow down roads, driveways and through homes and buildings. It is typically shallow and fast flowing.

**Overland Flow Path** - The path that stormwater may take if the piped or channelled stormwater system becomes blocked or its capacity exceeded. Overland flow paths provide a fail safe system to ensure that stormwater is not likely to cause flood damage.

**Owner** - The person or persons who appear on Council's computer rates records to be the owner of the land at the date of notification; in the case of land that is the subject of a strata scheme under the *Strata Schemes (Freehold Development) Act 1973*, or a leasehold strata scheme under the *Strata Schemes (Leasehold Development) Act 1986*, the body corporate and each strata unit owner in the case of land that is a community, precinct or neighbourhood parcel within the meaning of the *Community Land Development Act 1989*, the Association for the parcel and each individual owner within the scheme.

## P

**Painted Sign** - A sign painted directly onto an awning fascia and a glass shopfront.

**Parapet** - A wall-like barrier at the edge of a roof, or other structure.

**Parking Space** - Any garage, carport or carspace or court available for use by a vehicle.

**Passive Solar Energy Systems** - Systems which combine the sun's energy with local climate characteristics, to achieve thermal comfort inside buildings without the use of mechanical devices.

**Peak Flows** - The maximum instantaneous outflow from a catchment during a storm event.

**Permeable Paving** - Paving materials that allow infiltration into the soil.

**Permissible Site Discharge** - The maximum discharge from the site during a 1 in 5 year ARI storm event under pre-development (existing) site conditions.

**Pervious** - A surface that permits water to infiltrate into the ground.

**Photovoltaic panels** - A method of generating electrical power by converting solar radiation into direct current electricity.

## DEFINITIONS

**Pitched Roof** - A roof having a minimum pitch greater than 10 degrees and a maximum of 35 degrees taken from the horizontal base.

**Pole Sign** - A sign having an area no greater than 3.4m<sup>2</sup>, erected on a pole or pylon independent of any building or other structure. A pole sign is generally used in place of a building whose setback from the street alignment renders it unsuitable for advertising display purposes.

**Porous** - A surface that does allows water to infiltrate into the ground.

**Potable Water** - Water that may be consumed.

**Predominant building line** - The predominant setback of the adjoining properties on the same side of the road as the subject site.

Refer to the definition of building line or setback stated in the dictionary of the Waverley Local Environmental Plan 2012.

**Private Open Space** - Component of open space that is used for private outdoor purposes ancillary to the use of the building and generally relates to rear and side yards and private decks, balconies and courtyards.

**Projecting Wall Sign** - A sign that is attached to a wall of the building (other than the transom of a doorway or display window).

**Prune or pruning** - Activities as specified in *Australian Standards AS 4373 – Pruning of Amenity Trees*:

- crown maintenance pruning involving general pruning or thinning
- deadwooding: the removal of dead wood from a tree
- selective pruning: the removal of identified branches that are causing a specific problem
- formative pruning: selective removal of specific branches to enhance form and improve structure or to directionally shape a young tree
- reduction pruning: reducing the size of the crown of the tree in either height or spread. The ends of branches are removed to internal lateral branches or stems
- crown lifting: the removal of lower branches to specified clearances
- remedial pruning: removing damaged, diseased or lopped branches back to undamaged or healthy tissue
- line clearance: pruning to maintain clearances around overhead services which should involve formative pruning, reduction pruning or remedial pruning

**Public Building** - A building or premises that the public or a section of the public is entitled or allowed to enter or use.

**Public Domain** - All land and facilities open for public use, including open space, streets, lanes, pedestrian thoroughfares, parks and public buildings.

**Probable Maximum Flood (PMF)** - The largest flood that could conceivably occur at a particular location, usually estimated from probable maximum precipitation.

## DEFINITIONS

**Probable Maximum Precipitation (PMP)** - The greatest depth of precipitation for a given duration meteorologically possible over a given size storm area at a particular location at a particular time of the year, with no allowance made for long-term climatic trends (World Meteorological Organisation, 1986). It is the primary input to the estimation of the probable maximum flood.

### R

**Recognised Habitat** - means an area or areas occupied, or periodically or occasionally occupied, by a species, population or ecological community and includes any biotic or abiotic component.

**Remnant tree** - A native indigenous tree that remains in the landscape after removal of the majority or all of the native indigenous vegetation in the locality

**Remnant vegetation** - or bushland, is taken to be the original (pre 1788) native vegetation which has survived to this day. It includes both undisturbed and disturbed remnant vegetation. It also includes remnant vegetation which has colonised disturbed areas, where there was no vegetation for a period. The native plants species that grow within these remnants are referred to as indigenous. Remnant vegetation does not include native species that have been planted or introduced to the area.

**Remove** - To cut down, take away or transplant a tree from its place of origin

**Resource Recovery** - To re-use or recycle materials.

**Restaurant** - A building or place, the principal purpose of which is the provision of food or beverages to people for consumption on the premises, whether or not takeaway meals and beverages or entertainment are also provided.

**Restricted Premises** - means premises that, due to their nature, restrict access to patrons or customers over 18 years of age, and includes sex shops and similar premises, but does not include a pub, hotel or motel accommodation, home occupation (sex services) or sex services premises.

**Retention** - The storing of a form of water for beneficial use. Can apply to all forms of water including rainwater, stormwater and recycled water. May occur by storing water in a tank or by infiltration.

**Re-use** - Re-using a product for the same or different purposes without further manufacture, to prolong the original product lifetime.

**Reliable Access** - During a flood means the ability for people to safely evacuate an area subject to imminent flooding within effective warning time, having regard to the depth and velocity of flood waters, the suitability of the evacuation route, and without a need to travel through areas where water depths increase.

**Risk** - The chance of something happening that will have an impact. It is measured in terms of consequences and probability (likelihood).



## DEFINITIONS

### S

**Seedbank** - Seeds (especially from remnant vegetation) that has accumulated in the soil, and has the potential to regenerate.

**Setback** - The horizontal distance between a building and a site boundary, measured along a line perpendicular to the site boundary.

**Sex Services** - means sexual acts or sexual services in exchange for payment.

**Sex Services Premises** - means a brothel, but does not include home occupation (sex services).

**Site** - The allotment or group of allotments of land on which a building stands or is proposed to be erected.

**Site Analysis** - The process of identification and analysis of key features of the site and immediate surroundings to assist in understanding how future dwellings will relate to each other and to their locality.

**Soil & Water Management Plan** - Strategies and controls for a development or site to prevent pollution of the environment from all pollutants during the construction stage.

**Solar Collector** - Any building element or appliance specifically designed to capture or collect the sun's rays for the benefit of the occupants including windows to habitable rooms.

**Solid fuel heating** – A heating device that uses solid fuel, such as a fireplace.

**State Significant Development** - Development defined under Section 4.2 of the *EP&A Act 1979*.

**Stormwater** - Rainfall that is concentrated after it runs off all urban surfaces such as roofs, pavements, carparks, roads, gardens and vegetated open space and includes water in stormwater pipes and channels.

**Street frontage** - The street alignment at the front of the lot or building.

**Streetscape** - The character of a locality (whether it be a street or precinct) defined by the spatial arrangement and visual appearance of built and landscape features when viewed from the street.

### T

**Temporary Sign** - An advertisement of a temporary nature that announces any local level event of a religious, educational, cultural, political, social or recreational character or relates to any temporary matter in connection with such an event and does not include advertising of a commercial nature except for the name(s) of an event sponsor, being ancillary to the purpose of the advertisement. Temporary signs may consist of advertisements in the form of banners, bunting, posters and the like.

## DEFINITIONS

**Terrace-Style Dwelling** - A dwelling-house that is part of a group of similar dwellings featuring relatively narrow width in relation to depth, attached along their side boundaries and visually similar to other dwellings in the same group, designed as an integral part of that group.

**Third Party Advertising** - Signs whose advertising content is unrelated to the activity of the building or site on which they are positioned, or to the sale or distribution of merchandise from that building or site.

**Top Hamper Sign** - A sign attached above a doorway / window of a building, and is below awning height.

**Top or topping** - The reduction of the height of a tree through lopping.

**Trading Hours** - The hours of when a commercial premises is open for trade to the public.

**Transplant** - The removal of a tree that is excavated from its place of origin within the ground and is relocated within the ground of the same property or re-establishment within the ground or a container within another property.

**Tree** - Any woody perennial plant or any plant resembling a tree greater than 4 metres in height or with a canopy spread greater than 4 metres.

**Tree protection zone** - A specified area above and below ground and at a given distance from the trunk set aside for the protection of a tree's roots and crown to provide for the viability and stability of a tree to be retained where it is potentially subject to damage by development.

## U

**Under Awning Sign** - A sign attached to the underside of an awning.

**Useable Open Space** - An area of open space that is accessible, relatively flat and clear of obstructions and can be used for active or passive recreation

## DEFINITIONS

### V

**Virgin excavated natural material** - Natural material (such as clay, gravel, sand, soil or rock fines) that has been excavated from areas that are not contaminated does not contain any sulfidic ores or soils or any other waste.

**Vertically Stacked Parking** - Where one or more vehicles are raised above a parking space by way of a mechanical or hydraulic lift, allowing more than one vehicle to occupy a surface level parking space.

### W

**Wastewater** - is greywater and blackwater.

**Water Sensitive Urban Design** - A design approach promoting sustainable management of the total water cycle through the ecologically sensitive design of homes, streets (and their drainage systems) and whole suburbs.

**Written Notice** - means the written notification letter sent by Council to adjoining and neighbouring land advising of a proposed development.

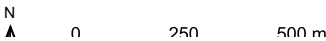
## ABBREVIATIONS

ABGR	Australian Building Greenhouse Rating Scheme
AHD	Australian Height Datum
AS	Australian Standards
ARI	Average Recurrence Interval
BCA	Building Code of Australia
BJC	Bondi Junction Centre
DA	Development Application
DCP	Development Control Plan
FACS	Family and Community Services
FPL	Flood planning level
FDM	Floodplain Development Manual
FRMP	Floodplain Risk Management Plan
FRMS	Floodplain Risk Management Study
DPE	Department of Planning & Environment
EMR	Electro-Magnetic Radiation
EP&A Act 1979	Environmental Planning and Assessment Act 1979
EPI	Environmental Planning Instrument
FSR	Floor Space Ratio
GBCA	Green Building Council of Australia
GFA	Gross Floor Area
GLA	Gross Leasable Area
LEC	Land and Environment Court
LEP	Local Environmental Plan
LGA	Local Government Area
LVC	Local Village Centre
MGB	Mobile Garbage Bin
OSD	On-site Water Detention
OSR	On-site Water Retention
PA	Planning Agreement
PAPD	Public Art in the Private Domain
PMF	Probable Maximum Flood
PMP	Probable Maximum Precipitation
Regulation 2000	Environmental Planning & Assessment Regulation
RL	Reduced Level
SEE	Statement of Environmental Effects
SWRMP	Site Waste and Recycling Management Plan
TPO	Tree Preservation Order
WAHP	Waverley Affordable Housing Program
WDCP2012	Waverley Development Control Plan 2012
WLEP2012	Waverley Local Environmental Plan 2012
WMTM	Water Management Technical Manual





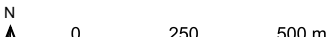
Flood Risk Precincts







Flood Risk Precincts





## REPORT CM/7.13/22.02



**Subject:** Draft Planning Agreement Policy 2014 (Amendment No. 4)  
- Exhibition

**TRIM No:** SF21/4528

**Author:** Emma Rogerson, Acting Senior Strategic Planner

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

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### RECOMMENDATION:

That Council:

1. Publicly exhibits the draft Planning Agreement Policy 2014 (Amendment No. 4) and the draft Public Benefit Register attached to the report for a minimum period of 28 days.
2. Officers prepare a report to Council following the exhibition period.
3. Notes that the policy includes updated benchmark rates, housekeeping amendments and the introduction of a Public Benefit Register.

#### 1. Executive Summary

The draft Amendment 4 to Waverley's *Planning Agreement Policy 2014* is a regular housekeeping amendment that proposes:

- Updates to the standardised residential benchmark rates applied to development applications in line with current market conditions.
- Housekeeping amendments relating to process improvement.
- The introduction of a Waverley Public Benefit Register which provides further guidance on projects that Voluntary Planning Agreement contributions could fund.

#### 2. Introduction/Background

Waverley's *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 (FSR) for up to an additional 15% of floor space. Council can consider a higher FSR on a case-by-case basis.

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 the Planning Agreement Policy 2014

The case-by-case value sharing method used in the Policy has been very successful in delivering community

benefits. Over the past five years, close to \$22m has been raised with \$19.8m for public domain works and \$2.2m for affordable housing. To place this number into context, the section 7.12 developer contributions provided by all development across Waverley local government area for 2019–20 FY was \$3.75million.

Contributions have been dedicated towards several public domain upgrades including Waverley's Complete Streets program in Bondi Junction (for development relating to Bondi Junction) and several upgrades to local parks located directly adjacent to a subject development, e.g. Seven Ways at Glenayr Avenue. To this extent, the policy ensures that increases in density are associated with an increase in liveability.

### **3. Relevant Council Resolutions**

Nil.

### **4. Discussion**

#### **Updated benchmarks**

Standardised benchmark rates were introduced in Amendment 2 of the Policy and have been in place since August 2018. Since then, the benchmarks have been applied to at least 15 VPAs. The VPA benchmarks have overall been a success for both Council officers and the applicants. For applicants, it provides certainty that they can factor into their financing should they wish to pursue a clause 4.6 and VPA. For Council officers, it has reduced the administrative burden of negotiating voluntary planning agreements that can take up to three months per agreement.

The benchmark rates were introduced on the basis that they were regularly updated to reflect current market conditions. Attachment 1 outlines the new rates, which vary from no change to a 4-15% increase from the previous benchmarks. Detailed market research was undertaken using Realestate.com, NSW Valuer General and the Housing NSW 'Rent and Sales Report'. Recent sales were taken from the 20/21 financial year time period. The methodology is the same as that used to update the benchmark rates actioned under Amendment 3 of the Policy.

#### **Housekeeping amendments**

Housekeeping amendments include:

- Give regard to the latest draft Planning Agreement Practice Note (February 2021).
- Remove the reference to 'Development Applications proposing a variance of up to 15% of the maximum gross floor area permitted under clause 4.4 of WLEP 2012' being most suitable to offer a VPA, with 'Development Applications proposing any variance under clause 4.4 of WLEP 2012'. The purpose of this alteration is to clarify that in accordance with the EP&A Act 1979, EP&A Regulation 2000, and Planning Agreement Practice Note (2021), voluntary planning agreements can be offered for any DA which exceeds the maximum permissible gross floor area and is not capped at 15%.
- Remove the reliance of the payment of a VPA associated with a Planning Proposal on any future Development Application. The terms of any Planning Proposal VPA should link the execution and payment process to the gazettal of the LEP amendment, rather than any future Development Application.
- Update the residential benchmark rates in accordance with market trends.
- Further clarity on how to apply pro-rata benchmarks.



- Updating the General Manager's name.
- Introduce the Waverley Public Benefit Register.
- Clarify processes around opportunity for assigning funding towards a public benefit that has not been adequately investigated and designed yet, allowing Council to assign funds to these pre-construction investigative and design tasks if chosen to.
- Include a new Letter of Offer template as an appendix.

### **Draft Waverley Public Benefit Register**

A draft Waverley Public Benefit Register is proposed to provide an iterative and non-exhaustive list of possible specific public benefits which includes items presented by both members of the community and Council officers, subject to meeting listing criteria. The Public Benefit Register and the assessment of proposed items against the listing criteria is proposed to be managed by Council's Strategic Town Planning team. The Public Benefit Register is proposed to be available on Council's website and updated quarterly.

To assist in delivering public benefits that are expected to be most useful at the time of Planning Agreement drafting, Council officers could consider the Public Benefit Register.

The listing criteria includes items:

- Currently unfunded by the Long Term Financial Plan (LTFP) or grant funding.
- Not expected for short-medium term delivery due to investigation, design and funding issues.
- Provide a clear public benefit and/or response to a community need.
- Related to a Council-endorsed strategy or plan.

When VPAs are exhibited, Council often receives suggestions for other public benefits that are not currently identified in a Council endorsed strategy, and these items may be worthy of further investigation by the Strategic Town Planning Team, and if appropriate also listed as potential public benefits which require additional information to deliver.

Public benefits delivered by VPA funding are by no means limited to items on the Public Benefit Register. The Register is merely a starting point for idea generation purposes, if needed.

## **5. Financial impact statement/Time frame/Consultation**

### **Financial impact**

The benefits are tangible and are able to be widely used for community infrastructure (i.e. park upgrades). However, public domain upgrades can be funded by other sources of revenue, such as rates and NSW Government grant funding.

The funds allocated from VPA revenue in the next two years in the LTFP have been derived from funding that is already committed with existing VPAs. Accordingly, there will be no changes to public works funding in the next two years (to end of 2022–23 FY). Furthermore, any VPA is prospective money and is allocated to projects identified in Council's strategies that are not yet funded or not fully funded and incorporated within the Long Term Financial Plan.

**Time frame and consultation**

The draft Planning Agreement Policy 2014 (Amendment 4) (Attachment 1) and draft Public Benefit Register (Attachment 2) will go on public exhibition should the recommendations from this Council report be adopted. A post-exhibition report will come back to Council in early 2022 to enable Council to consider adopting the Planning Agreement Policy 2014 (Amendment 4) and the Public Benefit Register.

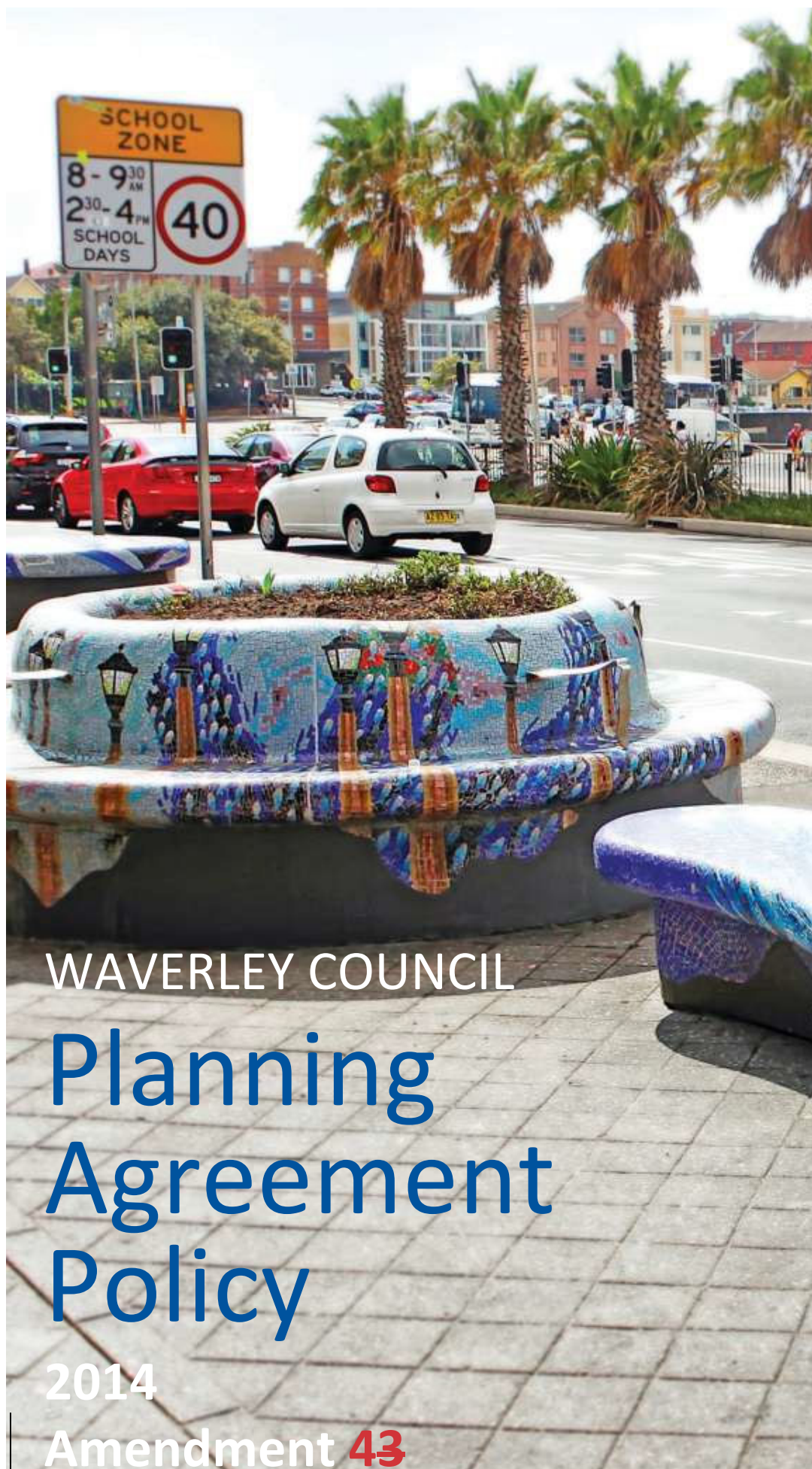
**6. Conclusion**

The draft Waverley Planning Agreement Policy 2014 (Amendment 4) has been drafted in accordance with the relevant legislation, and Council's policies, plans and strategies. Subject to Council approval, it reflects a direction from Council to update benchmarks to reflect current housing market conditions and provide housekeeping amendments to ensure the policy remains up to date.

The introduction of the Public Benefit Register will assist to provide guidance on possible projects that Voluntary Planning Agreement contributions could fund, with the intent of ensuring that the selected public benefits are as meaningful as possible to the community and would be unlikely to have been provided otherwise.

**1. Attachments**

1. Planning Agreement Policy 2014 - Amendment 4 [↓](#)
2. Public Benefit Register [↓](#) .



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**Appendix 1** VPA payable rates

**Appendix 2** Valuation Methodology for Planning Proposals

**Appendix 3** Planning Agreement Template

**Appendix 4** Explanatory Note Template

**Appendix 5** Types of public benefits delivered by Planning Agreements

**Appendix 6** Letter of Offer Template
**Appendix ~~7~~ 6**-Waverley Council Statement of Business Ethics

**Document Control**

Version	Adopted	Effective
Planning Agreement Policy 2014	7 October 2014	21 October 2014
Draft Amendment 1	20 October 2015	20 October 2015
Amendment 2	21 August 2018	21 August 2018
Amendment 3	1 December 2020	1 December 2020
<del>Draft Amendment 4</del>	N/A	N/A

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## Terms and definitions used in this Policy

In this Policy, the following terminology is used:

**Act** means the *Environmental Planning and Assessment Act 1979*.

**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 (s7.4(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 ~~draft~~ Planning Agreement Practice Note (~~February~~April 202~~10~~<sup>19</sup>) published by the Department of Planning, Industry and Environment.

**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 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”). This policy generally applies to all forms of development with the exception of dwelling houses (a building containing only one dwelling) and employment generating development only (i.e. retail and commercial floorspace).

This Policy was adopted by resolution of the Council on 1 December 2020 [Update after adoption]. The Policy is effective from 1 December 2020 [Update effective 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.

### 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 planning proposals associated with changes 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”) and also considers the ~~draft Planning Agreement Practice Note (April 2020/February 2021) that was on exhibition at the time of this policy update.~~ It should be noted Council must give regard to the Practice Note but is not bound by it.

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 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 in line with strategic priorities as identified in Council's strategies and plans 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.

#### **1.4 Statutory framework**

The current legal and procedural framework for Planning Agreements is set in Subdivision 2 of Division 7.1 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 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.

#### **1.5 Land use and strategic infrastructure planning**

Land use planning should occur concurrently with strategic infrastructure planning to ensure that built form provisions and infrastructure contributions deliver both appropriate urban forms and contributions related to the development. Strategic infrastructure planning should



be undertaken regularly and address expected growth, infrastructure demand resulting from this growth, and the apportioned cost of these infrastructure provisions. Planning Agreements should be used towards public benefits that are in accordance with the council's infrastructure planning and funding policies and strategies, including this Policy.

### **1.6 What are the mandatory requirements of a Planning Agreement?**

Section 7.4(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,
- (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 7.11 or 7.12 to the development,
- (e) if the agreement does not exclude the application of section 7.11 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.11,
- (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.

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### **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:

- a) proper or legitimate planning purposes, ordinarily ascertainable from the statutory planning controls and other adopted planning policies applying to development,
- b) providing for public benefits that bear a relationship to development that are not wholly unrelated to the development and are located in the vicinity of where the development is located.
- c) producing outcomes that meet the general values and expectations of the public and protect the overall public interest,
- d) providing for a reasonable means of achieving the relevant purposes and outcomes and securing the benefits, and
- e) 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 . In most cases, by way of safeguard, a Planning Agreement should be entered into before a planning proposal is submitted to the Gateway.

In addition, by way of safeguard, Council will seek to ensure probity of its processes involving Planning Agreements by ensuring applications involving Planning Agreements which involve Council land, or development applications made by or on behalf of Council, are independently assessed by an external planning consultant.

## Part 2 - Principles for Planning Agreements

### 2.1 Purposes of Planning Agreements

Section 7.4(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. Planning Agreements are negotiated between planning authorities and developers in the context of applications for changes to environmental planning instruments (planning proposals) or for consent to carry out development (development applications).

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 Community Strategic Plan, Local Strategic Planning Statement (LSPS) and supporting environmental strategies (as amended from time to time). It is also informed by the mission and values of the Corporate Plan.

When negotiating planning obligations the Council will generally take 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.

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 exceeding the~~ 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 (e.g. 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 4.15 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 in an area will be spent within the vicinity of the development it relates to.
- 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.
- i) Planning Agreements should not be used as a means of general revenue raising or to overcome revenue shortfalls.
- j) Planning Agreements must be underpinned by proper strategic land use and infrastructure planning carried out on a regular basis and must address expected growth and the associated infrastructure demand.
- k) Strategic planning should ensure that development is supported by the infrastructure needed to meet the needs of the growing population.

The progression of a planning proposal or the approval of a development application should never be contingent on entering into a Planning Agreement.

## **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 and/or public benefit 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.

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. However, 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 Council with the determination of the development application/planning proposal and to prepare the Planning Agreement.

## **2.4 Strategic planning context**

An important role for Planning Agreements is achieving specific land use planning outcomes with strategic and/or site-specific merit. A Planning Agreement should facilitate the provision of public facilities and amenity outcomes that advance the delivery of Council's corporate and strategic planning objectives and deliver valuable community benefits where appropriate. Long-term strategies including Waverley's Local Strategic Planning Statement (LSPS) and Waverley's Community Strategic Plan (2018-2029) (CSP) and delivery program are based on the outcomes of engagement with the community. The implementation of key aspects of some of these goals, the broader strategic directions and the delivery of key infrastructure areas can be directly or indirectly achieved through Planning Agreements.

The vision and goals established within Council's long-term strategic plans such as the CSP and LSPS flow through to supporting plans that guide Council's medium and short-term priorities:

- Long Term Financial Plan (10 years)
- Delivery Program (4 years)
- Operational Plan (Annual)

Council's Local Strategic Planning Statement, supported by a number of environmental strategies and considers planning for growth in Waverley, including relevant supporting strategies which seek to identify the communities needs for infrastructure such as community facilities, transport, open space, public domain and recreation infrastructure, capital works and infrastructure.

## 2.5 Types of public benefits to be delivered under Planning Agreements

Public benefits received through Planning Agreements contribute to Council's ability to deliver:

- a) infrastructure identified within existing development contributions plans (s7.12 contributions plan),
- b) infrastructure identified within Council's Strategic plans, e.g. commercial floor space in village centres, affordable housing, and open space acquisition,
- c) infrastructure required directly as a result of density increases experienced or expected from the redevelopment of a site. e.g. due to changes in development controls arising from a Planning Proposal, and
- d) Land identified in a strategic plan, policy, planning instrument, development control plan or contributions plan for a public purpose, dedication or acquisition.

Examples of public benefits described above are provided at Appendix 5. It is recognised that development contributions that facilitate works in addition to the works listed in Appendix 5 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 5 does not prevent development contributions being negotiated on a case by case basis, particularly where planning benefits are also involved.

In some instances, a particular public benefit may be considered most suitable and supported by the community during public exhibition, however, it may not have been adequately investigated or designed yet due to issues with resourcing and/or preliminary funding by Council. Generally, VPA contribution money cannot be dedicated towards preliminary investigative and design processes because these processes may find that the particular process cannot be delivered after all, and therefore would not actually deliver a public benefit. Despite this, there is opportunity for Council to dedicate funding from elsewhere for the preliminary and feasibility works. The VPA contribution can be held aside and quarantined for a specified period of time and used for the construction of that project if found to be suitable for delivery. If found to be unsuitable/unfeasible, the VPA contribution can be used towards a different project that has been adequately investigated and designed, determined at the same as the first idea is supported as a backup.

It is to be noted that at a minimum 25% of all Planning Agreement contributions will form a monetary contribution to Waverley's Affordable Housing Program fund. There may be some circumstances where Council will allocate up to 100% of the monetary contribution to Waverley's Affordable Housing Program fund.

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, commercial floor space dedicated in perpetuity to Council or public domain upgrades.

## **2.6 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.

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**2.7 Pooling of development contributions**

Where a proposed Planning Agreement provides for a monetary contribution by the developer/proponent, the Council may seek to include a provision permitting money paid under the agreement to be pooled with money paid under other Planning Agreements and applied progressively for the different purposes under those agreements.

Pooling may be appropriate to allow public benefits, particularly essential infrastructure, to be provided in a fair and equitable way.

**2.8 Do other development contributions apply?**

Generally, the Council will not enter a Planning Agreement that excludes the application of s7.11 or s7.12 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 s7.11 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 7.11.



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## 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 1 and 2:

#### Planning Proposals

1. Prior to the lodgement of the relevant planning proposal, the Council and proponent (and any other relevant person) will decide whether to negotiate a Planning Agreement.
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 (and any other relevant party) will prepare the proposed Planning Agreement including the explanatory note, and provide a copy of it to the proponent.
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 proponent may then make the development application/planning proposal to the Council accompanied 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 planning proposal and Planning Agreement in accordance with the Act. The Council may approve the 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.

#### Development applications

1. Prior to the lodgement of the relevant development application, the applicant will decide whether to offer a Planning Agreement. The applicant should contact Council about how the benchmark rates (Appendix 1) apply to the subject development.
2. The applicant submits the development application with a letter of offer to enter into a Planning Agreement.
3. Development assessment staff independently undertake their assessment of the application.
4. Should the development application be approved, Council officers will prepare the Planning Agreement for notification, reporting to Council and execution.

The parties may be required to undertake further negotiations and, hence, a number of the abovementioned 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.

Note that all costs associated with the negotiation of a Planning Agreement, 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 Sydney Planning Panel (SPP) 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) Ensure that modifications to approved development should be subject to the same scrutiny as the original development application.
- f) Ensure that Councillors and Council staff understand their varied roles, some of which have potential to conflict.
- g) 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 record-keeping. This also allows timely consideration and resolution of any issues raised and facilitates carefully considered decision making by all parties.
- h) 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~~ face-to-face negotiation of the agreement but will ultimately execute the Planning Agreement as part of their duties as Councillors.
- 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



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determined by the Waverley Local Planning Panel (WLPP), the Sydney Planning Panel, or any other relevant planning authority.

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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. Notification generally involves a public notice in the Wentworth Courier, online at <https://haveyoursay.waverley.nsw.gov.au/> and directly to the relevant precinct committee. 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 negotiation.

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.

## Part 5 - Implementation and Conditions

### 5.1 Preparation of the Planning Agreement

The Council will prepare a Planning Agreement relating to a particular application for an instrument change or development application. The Council uses a standard form of Planning Agreement on which every Planning Agreement is based which reflects the policies and procedures set out in this document (refer Appendix 3). This Planning Agreement will include an explanatory note (refer Appendix 4).

The Council will require a Planning Agreement to make provision for payment by the developer of the Council's costs of and incidental to negotiating, preparing and entering into the agreement as well as administering and enforcing the agreement.

### 5.2 When is a Planning Agreement required to be entered into?

A Planning Agreement is entered into when it is signed by all of the parties. The Council will usually require a Planning Agreement to be entered into as a condition of granting development consent to the development to which the agreement relates or as part of the Gateway process for a planning proposal. However, a Planning Agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation.

### 5.3 When will planning obligations arise?

#### 5.3.1 Development Applications

The Council will generally require a Planning Agreement to provide that the developer's obligations in relation to securing the delivery of development contributions must be met prior to the issuing of any construction certificate related to the subject development application. Delivery of the development contribution may be prior to occupation certificate.

#### 5.3.2 Planning Proposals

There are a number of possible scenarios which are to be detailed in the terms of the Planning Agreement to ensure that the obligations of the agreement are fulfilled by the proponent of the planning proposal.

- a) Generally, the developer's obligations in relation to the execution of a Planning Agreement must be met as soon as possible after gateway determination and prior to gazettal notice. A clause is to be included within the Planning Agreement indicating that the obligations under the Planning Agreement are only required to be met in the event of the associated Planning Proposal being successfully gazetted. The bank guarantee, caveat, and registration of the Planning Agreement must be delivered to Council upon gazettal notice and the delivery of the contribution (e.g. payment of any monetary contribution) must be delivered within an agreed timeframe after the gazettal notice. The Letter of Offer issued by the developer in relation to a Planning Proposal should reflect the above process.
- b) Generally, the developer's obligations in relation to the execution of a Planning Agreement associated with a Planning Proposal should not be linked to any current or future Development Application for the site.
- ~~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.~~

b)c) \_\_\_\_\_ 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 [any](#) 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. 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.



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**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. However the Council may agree to an assignment when:

- a) The developer/proponent has, at no cost to the Council, first procured the execution by the person with whom it is dealing of all necessary documents in favour of the Council by which that person agrees to be bound by the agreement as if they were a party to the original agreement, and
- b) If the proposed dealing involves a mortgage, charge or other encumbrance in relation to the party's right, title and interest in the land, such documents provide for an agreement by the person to the effect that they, and any receiver appointed by them, will not enjoy rights greater than those of that party, and
- c) The party is not in breach of the Agreement.

This does not affect the operation of any of other requirements of the agreement.

**5.8 Provision of security under a Planning Agreement**

The Council will generally require a Planning Agreement to make provision for security to cover the developer's/proponent's obligations under the agreement. 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. An insurance bond may also be deemed acceptable. 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.

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#### *5.11.2 Carrying out of works for a public purpose*

Where the benefit under a Planning Agreement is the carrying out of works for a public purpose, the value of the benefit will be determined by an independent quantity surveyor (who is acceptable to Council), on the basis of the estimated value of the completed works being determined using the method that would ordinarily be adopted by a quantity surveyor. Council will prepare the scope of work for the independent quantity surveyor. All costs of the independent quantity surveyor in carrying out the work will be borne by the developer/proponent.

#### *5.11.3 Other public benefit*

Where the benefit under a Planning Agreement is the provision of public benefit other than under 5.11.1 or 5.11.2, Council and the Developer/proponent will negotiate the manner in which the benefit is to be valued for the purposes of the agreement.

#### **5.12 How will the Council seek to determine the amount of Monetary Contribution that may be payable for Developments with FSR above clause 4.4 of WLEP (the WLEP Provisions)**

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 apply to 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.

#### **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**

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

### VPA payable rates

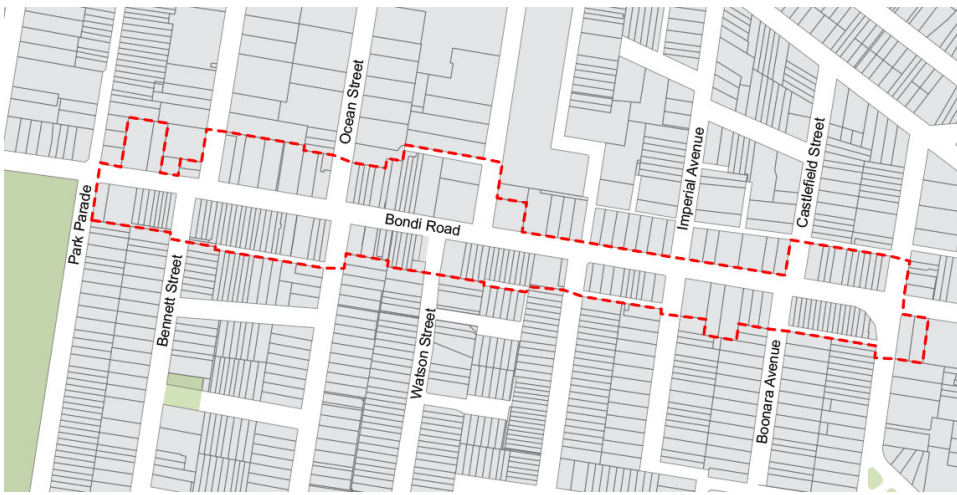
The VPA payable rates per square metre for residential floor space are outlined in the following table. VPA payable rates have not been calculated for Bronte, Tamarama, Waverley or Queens Park as there have been few VPAs offered in these areas. If a VPA is offered in these suburbs, then it should be calculated based on the 'Average LGA' rate. For mixed use developments commercial office and retail benchmark rates should be used.

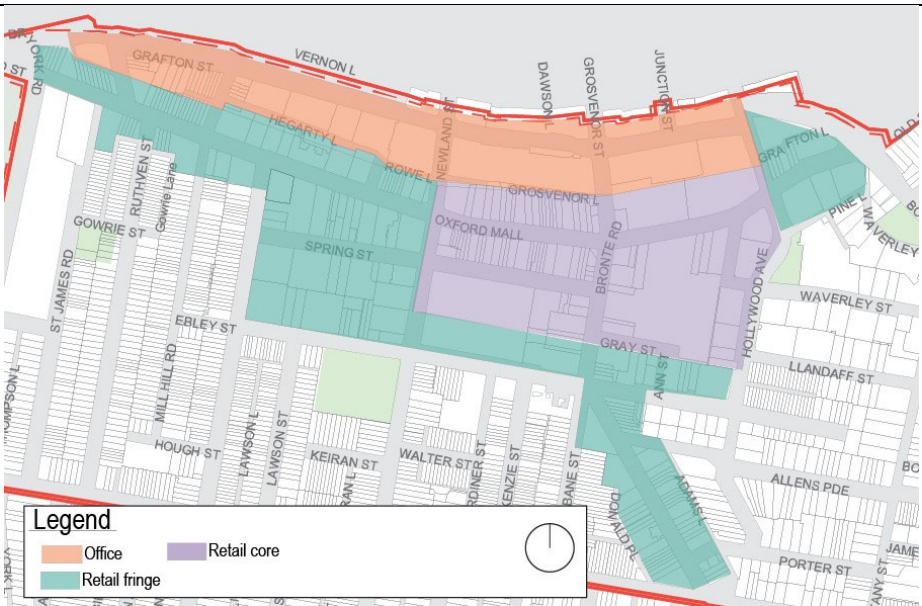
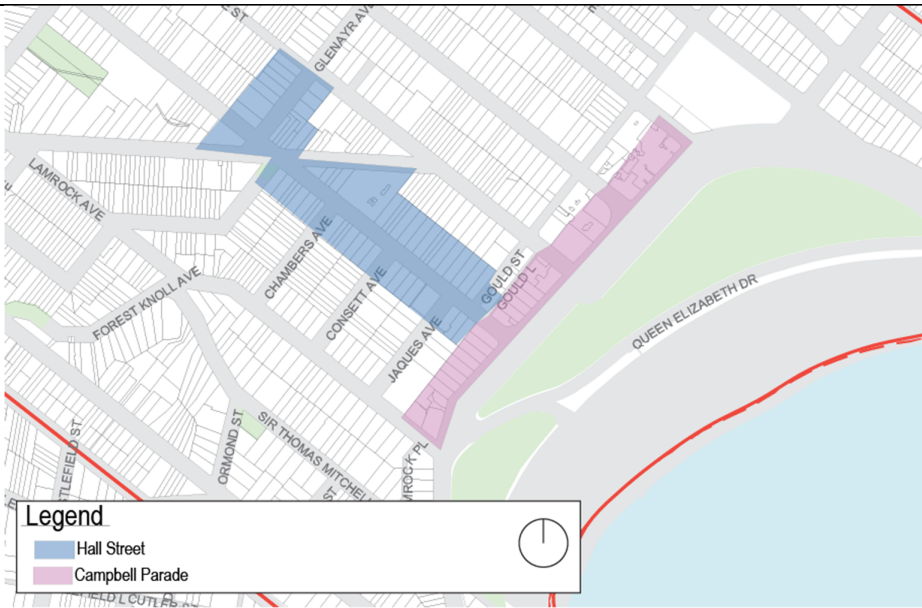
n.b. these rates will be updated on an annual basis based on sales prices.

#### ~~RESIDENTIAL~~ BENCHMARK RATES ~~FOR RESIDENTIAL~~

Area and type	Rate \$/sqm
<i>Bondi Junction</i>	<del>\$3,700</del> 4,000
<i>Bondi</i>	<del>\$3,700</del> 4,000
<i>Bondi Beach</i>	\$4,300 <del>000</del>
<i>North Bondi</i>	\$4,400 <del>200</del>
<i>Dover Heights</i>	<del>\$2,800</del> 3,200
<i>Rose Bay</i>	<del>\$2,800</del> 3,300
<i>Vaucluse</i>	<del>\$2,800</del> 3,100
<u>Average</u>	<u>\$3,800</u>

#### BENCHMARK RATES ~~FOR OFFICE AND RETAIL IN MIXED USE DEVELOPMENTS~~ ~~FOR NON-RESIDENTIAL~~

Area and type	Rate \$/sqm	Location it applies
Bondi Road Centre	\$2,400	
Bondi Junction retail core	\$2,800	

Bondi Junction retail fringe	\$2,600	
Bondi Junction office	\$2,600	
Campbell Pde, Bondi	\$4,100	
Hall Street, Bondi	\$3,600	
Fringe	\$3,000	All other areas for <u>non-residential</u> development not specified in this table.

### PRO RATA BENCHMARKS

Where a Development Application including any modification or amendment offering a Voluntary Planning Agreement contains both residential and non-residential floor space, generally a pro rata approach is to be taken and both benchmark rates should be used proportionately to their percentage of gross floor area within the entire development.

For example, if 20% of the total gross floor area of a development is non-residential and 80% of a total gross floor area of a development is residential, then the non-residential benchmark rate should be used for 20% of the gross floor area exceedance above the maximum permitted under the maximum Floor Space Ratio, and the residential benchmark rate for 80%. If the gross floor area exceedance were 50 square metres, then 40sqm would be multiplied by the residential rate and 10sqm against the non-residential rate.

This approach may be varied where additions to an existing building (which contains both residential

uses. For example, an additional floor containing residential floor space only is being added above a shoptop housing development and the ground floor commercial space is not being reduced or increased. In this instance it would be appropriate to use only the residential benchmark rate.

~~Where a modification is sought to a development application to increase the floorspace in a mixed use development, the proportionate percentage of the commercial and residential floorspace in the overall development may be applied pro rata to calculating the monetary contribution.~~

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

**METHODOLOGY APPLYING TO OTHER DEVELOPMENT TYPES****ALTERNATE VALUATION METHODOLOGY**

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 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 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
	10		400	11,000
	9		500	10,000
	8		500	9,800
	7		500	9,600
	6		500	9,400
	5		500	9,200
	4		500	9,000
	3		500	8,500
	2		500	8,000
	1		500	7,500
TOTAL			5,200	48.5

**Building With Bonus Floor Space**

Level	Sqm	\$/sqm	\$m	
	12		300	12,000
	11		425	11,000
	10		525	10,200
	9		525	10,000
	8		525	9,800
	7		525	9,600
	6		525	9,400
	5		525	9,200
	4		525	9,000
	3		525	8,500
	2		525	8,000
	1		525	7,500
TOTAL			5,975	56.2
Margin			775	7.7
% Increase			14.9%	15.8%

- 1.7. The marginal value shall be the actual price exchanged. Where the apartments have not been exchanged then the market value should be the listed or asking price. If there are no listed or asking prices then the value shall be estimated by the Valuer based on market evidence.
- 1.8. Market evidence should include any pre-sales in the building and/or recent sales and pre-sales of comparable apartments in other buildings in the locality.
- 1.9. The Valuer shall deduct (from the end value of the bonus floor space) GST at one eleventh of the gross end sale value and any other costs on sale such as sales commission and legal costs. Generally these costs will be no more than 3.0% of gross end sale value.
- 1.10. The result is the expected marginal net sale proceeds from the bonus floor space.

**2. Component 2 – Marginal Cost to Design and Construct**

- 2.1. The QS shall provide an estimate of the marginal cost of construction relating to the bonus floor space and bonus car parking spaces. Generally, Council will not accept exaggerated costs that are significantly higher than the development cost indicated on the submitted DA.
- 2.2. This simplest method to calculate marginal cost is the pro-rata of the total building cost based on bonus floor space divided by total GFA plus a pro-rata of the car parking cost based on number of parking spaces allocated to the bonus units divided by total car parking spaces.
- 2.3. Various site costs including, but not limited to, landscaping, driveways, fencing and external works shall be excluded since these costs are not marginal.
- 2.4. The QS and/or Valuer shall then add the marginal design costs, application fees, marketing and advertising costs and other ancillary costs. Again this would be a pro-rata of total costs. Evidence of these costs should be provided.

- 2.5. The QS and/or Valuer shall then add the monetary contributions under Section 94A in relation to the bonus floorspace (if paid or is to be paid).
- 2.6. The QS and/or Valuer can then add finance and interest costs again using the pro-rata method. The method for showing interest calculation must be provided using cash flow or other appropriate method of calculation.
- 2.7. Land cost and profit margins are not to be included as these are not marginal costs.
- 2.8. GST on costs is to be excluded since this will be returned to the developer in the form of input credits.
- 2.9. The result is the total estimated cost in delivering the marginal floor space.

The formula for calculating the profit from the bonus floor space is:

***Marginal net sale proceeds less Marginal cost to Construct***

50% of the profit from the bonus floor space is to be provided as a negotiated form of public benefit through a Planning Agreement.



## APPENDIX 2

### Valuation Methodology for Planning Proposals under Waverley Council's Planning Agreement Policy 2014

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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 7.4 of the Environmental Planning and Assessment Act, 1979*

THIS AGREEMENT is made on

2021

**PARTIES**

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

**AND**

**DEVELOPER NAME (ACN #)** of Address ("**Developer**")

**BACKGROUND/RECITALS**

- 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 DATE the Developer made (or caused to be made) the Development Application to Council for Development Consent to carry out the Development on the Land.
- D.** The Development Application was accompanied by an offer dated DATE by the Developer to enter into this Agreement to make the Development Contribution to be applied towards a public purpose in accordance with Council's Planning Agreement Policy if development consent was granted.
- E.** The Development Consent was granted on DATE.

- 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 Application, 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 as soon as possible after the Development Consent is grant and 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 an irrevocable authority to Waverley Council to register and maintain a caveat on the Land, in a form acceptable to Council and executed by the owner of the Land, or such other form of owner's consent to caveat 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 Land 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 described in item 4 of the Schedule;

**“Development Application”** means the development application referred to in item 3 of the Schedule;

**“Development Consent”** means the development consent granted in respect 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; [NOTE: For monetary contributions]

**“Development Contribution Date”** means the time the Development Contribution is to be paid as specified to in item 7 of the Schedule; [NOTE: For monetary contributions]

**“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 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 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.

## 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.  
[NOTE: For monetary contributions]

## **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 they have 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 they have 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 at their cost arrange and effect registration of this Agreement under s7.6 upon the title to the Land and as soon as possible will:
- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the owner of the Land and any other person the subject of the warranty in clause 8.3;
  - (b) produce or cause to be produced the title deed with NSW Land Registry Services and advise Council of the production number or provide a copy of the CoRD Holder Consent as may be applicable;
  - (c) provide the Council with a cheque in favour of NSW Land Registry Services, NSW for the registration fees for registration of this Agreement, or deliver funds electronically as Council may direct; 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 in writing 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, prior to the issue of a 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 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 Development Contribution 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 towards the Developer's obligation to pay the relevant amount and will deduct that amount from the total amount payable under this Agreement. In those circumstances, the Developer will be required to pay to the Council any 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:

- (i) 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);
- (ii) 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;
- (iii) The mediator appointed pursuant to this Clause 11.5 must;
  - (a) Have reasonable qualifications and practical experience in the area of disputes; and
  - (b) 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;
- (iv) 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;
- (v) 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.
- (vi) 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.
- (vii) In relation to costs and expenses
  - (a) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (b) 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:

- (i) The dispute must be determined by an independent expert in the relevant field:
  - (a) Agreed upon and appointed jointly by the Council and the Developer; or
  - (b) 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;
- (ii) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (iii) 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;
- (iv) 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;
- (v) 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
- (vi) 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; [NOTE for monetary contributions]
- (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 and any other monies due to Council under this Agreement are 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 and any other monies due to Council under this Agreement are paid in full to Council;
- (d) unless the Development Contribution is paid to Council by the Developer upon entering into this Agreement, the Developer shall provide Council with the Caveat Form; and
- (e) Upon payment of the Development Contribution or surrender of the Development Consent, the Developer may request in writing the removal of the caveat 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 and has complied with all its obligations under 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, 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.

## **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 Act. This Agreement will be dated on the day of execution by all Parties.



**SCHEDULE**

<u>Item Number</u>	<u>Particulars</u>	<u>Description</u>
1	Developer	NAME (ACN #)
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-MCLEODEMILY SCOTT**

General Manager

**CLR PAULA MASSELOS**

Mayor

**EXECUTED by**

**NAME**

**(ACN #)**

In accordance with section 127 of the  
Corporations Act 2001

**NAME**

Director/Secretary

**NAME**

Director

## APPENDIX 4

### Explanatory Note Template

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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*.

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

#### 1 Parties:

**Waverley Council** (Council) and

**Developer (ACN #)** of Address (Developer)

#### 2 Description of subject land:

#### 3 Description of Development:

#### 4 Background:

#### 5 Summary of Objectives, Nature and Effect of the Draft Planning Agreement:

#### 6 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 Public Interest

How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act, 1979 (EP&A Act)

How the Draft Planning Agreement promotes elements of the Council's charter under section 8 of the Local Government Act, 1993

Conformity 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

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

## APPENDIX 56

### Types of public benefits delivered by Planning Agreements

Public benefits delivered by Planning Agreements must be consistent with the Planning Agreement Practice Note (February 2021) publication and Part 2 of this Waverley Planning Agreement Policy 2014.

Examples of public benefits include, but are not limited to:

- Affordable housing
- Transfer of land identified on the WLEP 2012 Land Reservation Acquisition Map to Council at no cost to Council for a public purpose
- Dedicated land or floorspace for a public purpose
- Publicly accessible through site links
- Amenity upgrades in parks
- Public E-bike infrastructure (parking hubs/ev charging points)
- Publicly accessible recreation (e.g. tennis courts, indoor play, swimming) and youth facilities
- Publicly accessible Playful-play space
- Cultural Infrastructure - music performance space / gallery / exhibition space / artist run initiative (ARI) space / spaces for artist residencies
- Open space acquisition opportunities identified in the Open Space and Recreation Strategy
- Temporary or permanent creative urban interventions

To assist in delivering public benefits that are expected to be most useful at the time of Planning Agreement drafting, Council officers will consider the Waverley Public Benefit Register available for public viewing on Council's website.

The Waverley Public Benefit Register is an iterative and non-exhaustive list of possible specific public benefits which includes items presented by both members of the community and Council officers, subject to meeting listing criteria. The Waverley Public Benefit Register and the assessment of proposed items against the listing criteria is managed by Waverley Council's Strategic Town Planning team. The Waverley Public Benefit Register is available on Council's website.

The listing criteria includes, but is not limited to items:

- Currently unfunded by the Long Term Financial Plan (LTFP) or grant funding;
- Provides a clear public benefit and/or response to a community need; and
- Related to a Council-endorsed strategy or plan

#### **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.~~

<b>Council Requirement</b>	<b>Project Cost Estimate</b>
<b>Bondi Junction Public Domain and Transport Infrastructure Improvements</b>	<b>\$21,000,000</b>

Contributions to the Waverley Affordable Housing Program	On-going
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Other examples of public benefits

Detailed requirements for these public benefits can be found in Council’s suite of environmental studies.

- Affordable housing
- Dedicated land or floorspace for a public purpose
- Publicly accessible through site links
- Amenity upgrades in parks
- E-bike infrastructure (parking hubs/ev charging points)
- Publicly accessible recreation (e.g. tennis courts, indoor play, swimming) and youth facilities
- Playful spaces
- Cultural Infrastructure – music performance space / gallery / exhibition space / artist run initiative (ARI) space / spaces for artist residencies
- Open space acquisition opportunities identified in the Open Space and Recreation Strategy

APPENDIX 6  
Letter of Offer Template

Developer letterhead

The General Manager  
Waverley Council  
Cnr Bondi Road & Paul Street  
BONDI JUNCTION NSW 2125

Dear General Manager

Development Application No. \_\_\_\_\_ for  
Property and full title particulars: \_\_\_\_\_

\_\_\_\_\_ Pty Limited ("Developer") has made the above development application in respect of the above property.

This letter constitutes an offer by the Developer to enter into a voluntary Planning Agreement (VPA) with Waverley Council in connection with the above development application ("DA") which has been made by the Developer.

The Developer offers the following to be implemented by way of voluntary Planning Agreement:

1. The parties to the VPA will be the Developer, the registered owner of the Land and the Council.
2. The VPA will apply to the above property and will be registered on title within 14 days of the VPA being executed by all parties.
3. The VPA will apply to the development the subject of any consent granted to the DA including any modification, alteration, or extension to that development whether it be via a construction certificate, a modification to the consent or consent to a further development application ("Development").
4. The provision to be made under the VPA will be the payment of a monetary contribution to Council at the rate of \$ \_\_\_\_\_ per sqm of gross floor area proposed by the Development which exceeds the specified floor space ratio for the property under Waverley LEP 2012.
5. For the avoidance of doubt the Development proposes an additional \_\_\_\_\_ sqm of gross floor area which equates to a contribution of \_\_\_\_\_.
6. The monetary contribution would be payable prior to the issue of any occupation certificate in respect of the Development.

7. (a) In the event that the gross floor area of the Development increases from that in the DA consent via any construction certificate, then an additional monetary contribution shall be made to the Council calculated at the rate of \$\_\_\_\_\_ per sqm of gross floor area which exceeds the gross floor area of the DA consent and such contribution will be payable on or before the issue of any occupation certificate in respect of the Development.  
  
(b) In the event that the gross floor area of the Development increases from that in the DA consent via any modification to the DA consent or a consent to amend the DA consent, then the Developer further offers in accordance with this paragraph 7(b), to enter into a new Planning Agreement in accordance with Council's Planning Agreement Policy 2014 Amendment No. 4 and make an additional monetary contribution to the Council calculated at the rate of \$\_\_\_\_\_ per sqm of gross floor area which exceeds the gross floor area of the DA consent. Such contribution will be payable on or before the issue of any occupation certificate in respect of the Development. The Developer will repeat the offer in accordance with this paragraph 7(b) in writing at the time it lodges any application for modification or amendment of the DA consent which would result in an increase in the gross floor area.
8. The VPA shall not exclude the application of section 7.11, 7.12 or 7.24 of the EP&A Act.
9. The monetary contribution shall not be taken into consideration in determining a development contribution under section 7.11.
10. The monetary contribution shall be used for the provision of (or the recoupment of the cost of providing) affordable housing or any other public purpose agreed by the Developer and Waverley Council.
11. The VPA will provide for security in the form of the provision to Council prior to the issue of any construction certificate for the Development of a Bank Guarantee to secure the payment of the Monetary Contribution prior to the issue of any Construction Certificate for the Development which is:
  - In a form acceptable to Council and from an institution acceptable to Council,
  - Irrevocable,
  - Unconditional, and
  - With no end date.
12. The VPA will be otherwise in accordance with Council's Planning Agreement Policy 2014 Amendment No. 4.

Yours faithfully





# Statement of Business Ethics

## LINKS TO COMMUNITY STRATEGIC PLAN & DELIVERY PROGRAM

**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.

AUTHOR: **Michael Simmons**

DEPARTMENT: **Governance & Integrated Planning**

DATE CREATED: **August 2006**

DATE REVISED: **April 2014**

DATE APPROVED BY EXECUTIVE TEAM:

DATE ADOPTED BY COUNCIL: **6 May 2014**

NEXT REVIEW DATE: **April 2016**

TRIM FILE REF: **A06/1397**

# Statement of Business Ethics

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## How we do business at Waverley

Our community expects high ethical standards in the provision of Council services and in everything else we do. How we manage our relationships is key to maintaining the community's trust and confidence. Council has set out an ethical framework in which it operates and what we expect from staff.

Our Statement of Business Ethics provides clear guidelines on what to expect from Waverley Council, our obligations and expected behaviours. These standards comply with the NSW Government guidelines for procurement and contracting.

Our principles and policies are an integral part of good business practice.

If at any time you feel that Council is not meeting its standards, please contact my office.

I encourage you to become familiar with our policies, and trust that this Statement helps you in your interactions with Council.



Athanasios (Arthur) Kyron  
**General Manager**

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## 1. Who does this Business Ethics Statement refer to?

We, us, our	Council's staff, councillors, contractors, subcontractors, consultants, delegates and (to the extent practicable) volunteers, as appropriate to the context
Council's staff	Council's staff, contractors, subcontractors, consultants, delegates and (to the extent practicable) volunteers
You, your	People or organisations that deal or wish to deal with Council in business matters
Code of Conduct	Council's <i>Code of Conduct</i> and the <i>Code of Conduct Procedure for Councillors &amp; General Manager</i> and the <i>Code of Conduct Procedure for Staff, Delegates &amp; Volunteers</i> as it applies to Councillors, council staff, consultants, delegates and volunteers

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## 2. Why comply with a Business Ethics Statement?

When you comply with this Statement, you will find that doing business with Council is easier and more effective. You can be sure that you are not disadvantaged because we require others who deal with us to do the same.

By doing business ethically, you will also find it easier to deal with other government bodies because they have similar policies. Ethical practice makes good business sense.

On the other hand, corrupt or unethical behaviour can lead to significant legal, financial and reputational consequences for yourself and Council.

---

## 3. What are our Values?

Our values are set out in our Delivery Program and Operational Plan and apply to everything we do. We pride ourselves on bringing the following values alive in our daily activities:

### **Great Leadership**

Great leadership is having the courage to make difficult decisions when they are for the benefit of the whole community and having the skills to engage our teams in providing quality service.

### **Great Customer Service**

Great Customer Service is the willingness and ability to give priority to customers, delivering high quality services which meet their needs.

### **Respect for All**

Respect for all is; treating each other and all members of the community in a friendly, fair and equitable way.

### **Working Ethically**

Ethical behaviour is acting in ways that are consistent with the expectation of the organisation to be corruption free and transparent.

**Working Together**

Working Together is about everyone working in partnership (internally and with the community) to achieve common or shared goals.

**Getting the Job Done Safely, Sustainably and On Time**

Getting the job done means providing a service efficiently, effectively and in the safest possible manner within agreed timeframes and due regard for the environment.

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## 4. What are our Key Business Principles?

Our Key Business Principles overlap with our Values, and target our relationships with suppliers.

**Ethics**

We have to comply with Council's *Code of Conduct*. This means we need to uphold high standards of conduct and ethics in everything we do for Council. We expect the private sector to apply similarly high standards when dealing with Council.

We will:

- act with integrity;
- avoid personal and professional conflicts;
- respect and follow the letter and spirit of Council's policies and procedures;
- use public resources effectively and efficiently;
- make decisions solely on merit; and
- give reasons for decisions (where appropriate).

**Value for Money**

We will always try to obtain the best possible value for money in any business arrangement. This does not simply mean the lowest or highest price.

Apart from initial and ongoing costs, we will normally consider other aspects such as your ability to provide suitable goods or services, quality, safety, environmental sustainability, reliability and timely performance.

The lowest or highest bid may be the 'best value' if it meets the requirements we believe are needed.

### **Fairness**

We will be fair by being objective, reasonable and even-handed. This does not mean that we will always ask for competitive bids or that we will ask for bids from suppliers that have performed poorly in the past.

On the other hand, we will rarely deal exclusively with a particular supplier, and then only where we have strong reasons to do so.

Sometimes our decision will have a negative effect on a person or organisation, but that does not necessarily mean it is unfair.

We will only request business proposals (by tender or any other method) if we intend to award a contract. If we make a change to our request, we will advise all the affected bidders so that they can respond before a decision is made.

All of our business dealings are open and transparent, where legally appropriate, including the surrounding process. The exception is where we need to maintain confidentiality or protect privacy.

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## **5. What should you expect from Council?**

Council will ensure that all policies, procedures and practices related to approvals, tendering, contracting and the procurement of goods and services are consistent with best practice and the highest standards of ethical conduct. You should expect Council's staff and councillors to:

- act honestly, openly, fairly and ethically in all their dealings with you;
- be friendly, courteous, respectful and professional in their dealings with you;
- respect confidentiality of commercial information and privacy of individuals;
- prevent actual, potential or perceived conflicts of interest;
- comply with the law including legislation and regulations;
- comply with Council's policies and procedures including the Code of Conduct and purchasing policies;

- assess all business proposals objectively by considering only relevant factors;
- seek value for money;
- promote fair and open competition;
- protect privilege, confidentiality and privacy;
- respond promptly to reasonable requests for information;
- never request gifts or other benefits;
- decline gifts or other benefits for doing their job unless the gifts or benefits are nominal or token, or otherwise allowed under the Council's *Code of Conduct*. Please note that Waverley Council staff who have a financial delegation are prohibited from receiving gifts of any value; and
- clear probity standards are established.

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## 6. What does Council expect from you?

We expect you to:

- act honestly, openly, fairly and ethically in all your dealings with Council and in all your dealings on behalf of Council;
- treat our customers in a friendly, courteous, respectful and professional way in all your dealings on behalf of Council;
- ensure that environmental sustainability is a key element of your business practice;
- respect confidentiality of commercial and Council information and privacy of individuals;
- prevent actual, potential or perceived conflicts of interest and declare these as soon as possible if they occur;
- comply with the law including legislation and regulations;
- provide working conditions for your employees that comply with industrial relations laws and regulations;
- not be involved in the exploitation of child labour;
- uphold Equal Employment Opportunity principals;
- comply with this Statement and Council's other policies and procedures including the *Code of Conduct*, purchasing policies, secondary employment and post-separation employment policies;
- provide value for money;
- protect privilege, confidentiality and privacy;
- respond promptly to reasonable requests for information;

- respect the fact that Council's staff and councillors must comply with this Statement and Council's other policies and procedures;
- ensure that you do not offer, and refuse requests for, gifts or benefits to Council's staff or councillors for doing their job, unless you are offering gifts or benefits that are nominal or token or otherwise allowed under the *Code of Conduct*;
- ensure that you do not lobby or seek to influence Council's staff or councillors while business proposals are being considered;
- ensure that you are not involved in collusive practices including attempting to influence or pressure Council's staff or councillors to perform their public duties improperly;
- obtain Council's consent before discussing Council's business with the media;
- assist Council to prevent unethical practices in our business relationships;
- advise the General Manager if you believe any person has breached the law, this Statement or Council's other policies and procedures.

If you are employed/contracted by us, you must ensure that in your dealings with members of the public, you:

- comply with the values and meet the standards set out in this Statement and in council's codes and policies;
- act reasonably and professionally at all times;
- provide information about how they can make a complaint about you or your operations and how their complaint will be dealt with including how we will be advised of the complaint and its resolution.

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## 7. Why you need to comply

All of Council's providers of goods and services are required to comply with this statement. The principles of this Statement are consistent with the ethical requirements of other public sector agencies. Therefore you must be careful when you deal with us, because we are public officials.

Council will not tolerate corrupt conduct in any form, such as trying to influence the outcome of a tender. Council's standard tendering invitations, for example, state that any action or contact that may be considered as an attempt to



influence a decision of Council's staff or councillors will automatically disqualify the relevant tender.

People and businesses who engage in corrupt conduct are committing a crime. Penalties for certain acts under the *Independent Commission Against Corruption Act 1988* and the *Crimes Act 1900* can include imprisonment.

Non-compliance with the requirements of this Statement resulting in demonstrated corrupt or unethical conduct could lead to:

- Termination of contracts
- Loss of future work
- Loss of reputation
- Investigation for corruption
- Matters being referred for criminal investigation
- Disqualification of tender

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## 8. Additional information to assist you

### **Gifts or other benefits**

Council awards contracts and determines applications based solely on merit. Gifts must NOT be given in connection with any prospective business dealings and Council officials are not permitted to ask for any reward or incentive for doing their job.

The acceptance of gifts of a token value by Councillors and staff is permitted in certain circumstances. All gifts accepted and all offers of gifts whether token or not are required to be disclosed and are required to be recorded in Council's Gift Register. Waverley Council staff that have a financial delegation are prohibited from receiving gifts of any value.

References to 'gifts' normally include other benefits or cash. Gifts or benefits to Council's staff and Councillors that have a nominal or token value and do not create a sense of obligation, may be acceptable. Cash is never acceptable. All gifts must be declared and entered in Council's gift register.

Council's *Code of Conduct* contains further information.

### **Communication**

You must communicate with us clearly and directly at all times, and account for all communications. This will ensure

that there is a minimal risk of appearing to influence Council's staff or councillors inappropriately.

### **Confidentiality**

All Council information is considered confidential and cannot be disclosed unless Council has agreed otherwise in writing, or the information is public knowledge, or the law requires it to be disclosed.

### **Conflict of Interest**

Council's staff and councillors must disclose any actual, potential or perceived conflict between their personal interests and their professional duties. This includes both pecuniary and non-pecuniary interests and is equally important.

### **Sponsorship**

From time to time, Council seeks financial or in-kind sponsorship from the private sector to support Council's activities or events. Council also regularly provides sponsorships or grants to community organisations for their activities or events.

Council has a *Sponsorships, Grants and Donations Policy* that sets out the procedures and considerations that apply in these situations. Sponsorships, grants or donations must not interfere with Council's ability to carry out its functions, and the process of seeking and providing sponsorships, grants and donations must be open and transparent.

### **Contractors, Sub-Contractors, Consultants and Delegates**

You must ensure that any person who is engaged in your work for Council complies with this Statement. This applies to all delegates including your staff, contractors, sub-contractors, consultants and any other persons or organisations. We must ensure that any person who acts for Council complies with this Statement.

All delegates of Council must also comply with Council's Code of Conduct for Staff, Delegates and Volunteers.

### **Secondary and Post-Separation Employment**

Council's staff members have a duty to maintain public trust.

If a Council staff member works as an employee outside Council, this is called 'secondary employment'. Running a business or acting as a consultant is also considered 'secondary employment', even if the staff member is not strictly an employee in the other business.

The General Manager can prohibit Council's staff from secondary employment where there is, or might be, a conflict of interest.

Council's staff must apply for the General Manager's approval of secondary employment if there is a risk of conflict of interest.

Council's staff must not use their access to commercially sensitive information they gain at Council to assist them into secondary employment or into new employment, business or consultancy after they leave Council. This includes detailed knowledge of Council policies, procedures, practices and information unless these are public knowledge.

Council's staff must also not allow themselves or their work to be influenced by plans for, or offers of, new employment, business or consultancy.

Council's *Code of Conduct* contains further information.

### **Intellectual Property**

You must respect Council's intellectual property and Council must respect your intellectual property. Access, licence or use must be agreed in writing.

### **Use of Resources**

Council's resources must only be used for official purposes.

Council's *Code of Conduct* contains further information.

### **Political Donations**

The law requires that persons who have a financial interest in, or have made a submission in relation to a Development application or a planning instrument, must disclose certain information about political donations and other gifts. This is a mandatory requirement if a donation or gift has been made to a Councillor or council employee within the previous two years of the application or submission.

### **Reporting Unethical Behaviour**

Council is committed to promoting ethical behaviour. Reports of unethical behaviour, fraud, corruption, maladministration or waste can be made to the General Manager or Council's Public Officer on 02 9369 8000.

External reports can be made to the:

Independent Commission Against Corruption	02 8281 5999
NSW Ombudsman	02 9286 1000
NSW Department of Local Government	02 4428 4100

Public officials, including Council's staff and councillors, who report corrupt conduct, maladministration or serious waste of public funds can be protected by the *Protected Disclosures Act 1994*. This Act protects public officials disclosing corruption related matters from reprisal or detrimental action and ensures that disclosures are properly investigated and dealt with.

## 9. Who should you contact?

If you have questions or comments concerning this Statement, or have information on suspected corruption, maladministration or serious waste of funds, please contact the General Manager's office by letter, phone, fax or email. The details are below.

If you would like a copy of Council's *Code of Conduct for Staff, Code of Conduct for Councillors or Sponsorships, Grants and Donations Policy*, visit [www.waverley.nsw.gov.au](http://www.waverley.nsw.gov.au) or contact our Public Officer.

FOR MORE INFORMATION OR TO OBTAIN COUNCIL POLICIES...	TO REPORT CORRUPTION, MALADMINISTRATION OR WASTE...
CONTACT <b>The Public Officer, Waverley Council</b>	CONTACT <b>The General Manager, Waverley Council</b>
PHONE <b>9369 8000</b>	PHONE <b>9369 8000</b>
FAX <b>9369 1820</b>	FAX <b>9369 1820</b>
ONLINE <b><a href="http://www.waverley.nsw.gov.au">www.waverley.nsw.gov.au</a></b>	ADDRESS <b>PO BOX 9, BONDI JUNCTION NSW 1355</b>
EMAIL <b><a href="mailto:info@waverley.nsw.gov.au">info@waverley.nsw.gov.au</a></b>	EMAIL <b><a href="mailto:info@waverley.nsw.gov.au">info@waverley.nsw.gov.au</a></b>



# WAVERLEY PUBLIC BENEFIT REGISTER



## What is the Waverley Public Benefit Register?

The *Waverley Public Benefit Register* (“the Register”) is an iterative and non-exhaustive list of possible specific public benefits that Voluntary Planning Agreement (VPA) contribution funding can be dedicated to. To assist in delivering public benefits that are expected to be most useful at the time of Planning Agreement instrument drafting, Council officers will consider this *Register* available for public viewing on Council’s website. Public benefits delivered by VPA funding are by no means limited to items on this *Register*. The *Register* is merely a starting point for idea generation purposes, if needed.

This *Register* includes items presented by both members of the community and Council officers, subject to meeting listing criteria. The *Register* and the assessment of proposed items against the listing criteria is managed by Waverley Council’s Strategic Town Planning team. When a VPA is received by Council, the draft VPA is placed on public exhibition with a suggested public purpose. The submissions received are used to guide the final public purpose allocation which is determined by the Council.

This *Register* will be updated quarterly.

## Listing Criteria

The listing criteria includes items:

- Currently unfunded by the Long-Term Financial Plan (LTFP) or grant funding;
- Not expected for short-medium term delivery due to investigation, design and/or funding issues;
- Provide a clear public benefit and/or response to a community need;
- Related to a Council-endorsed strategy or plan; and are
- Consistent with the *Environmental Planning and Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000*, the *Planning Agreement Practice Note (February 2021)* publication and the *Waverley Planning Agreement Policy 2014*.

## Estimated Cost

Estimated cost excludes the cost of pre-construction design, investigative and feasibility stage. This is because VPA funding is only able to be used for the delivery of projects. As pre-construction, investigation and feasibility stage tasks can find a project unable to be delivered, VPA contributions cannot fund this.

VPA funding can, however, be “quarantined” for a period to allow for the pre-construction tasks to be undertaken and funded elsewhere. If these tasks find the project to be able to proceed, then the quarantined VPA funding can go towards its construction. If these tasks find the project to not be suitable, then the quarantined money can go towards an identified back-up project which has been identified as suitable to proceed.



## Register Items

### LGA Wide

Item	Strategy/Plan	Project Location	Estimated Cost
Affordable Housing	Waverley Affordable Housing Program	LGA wide	Unlimited
Dedicated land or floorspace for a public purpose	Our Liveable Places Centres Strategy 2020-2036 and Waverley Affordable Housing Program	LGA wide	Unlimited
Temporary or permanent creative urban interventions including public art	Waverley Public Art Masterplan and Public Art Policy	LGA wide	Unlimited
Smart lighting in public domain infrastructure and Council assets	Waverley Local Strategic Planning Statement 2036	LGA wide	TBA
Electric vehicle charging infrastructure	Our Liveable Places Centres Strategy 2020-2036 (page 29) and Environmental Action Plan 2018 -2030	LGA wide	\$5K – \$80K per charge point
Transfer of land identified on the WLEP 2012 Land Reservation Acquisition (LRA) Map to Council at no cost to Council for a public purpose	Waverley Local Environmental Plan 2012	Areas marked on the LRA map	Unlimited
Street tree plantings	Waverley Open Space and Recreation Strategy 2021-2031 (page 86)	Key pedestrian and cycling routes that align with ecological corridors connecting parks and reserves	\$2K - \$25K per tree
Heritage interpretation works: signage, artwork, storytelling, landscape design or improvements to amenity	Waverley Open Space and Recreation Strategy 2021-2031 (page 90)	Historic or heritage listed open space including parks and reserves listed on page 90 of the strategy.	TBA
Bicycle path infrastructure	Waverley Bike Plan 2013 and Waverley's People, Movement and Places plan	Waverley Bicycle Network Map	TBA

### Bondi Junction

Item	Strategy/Plan	Project Location	Estimated Cost*
Outdoor dining activation	Our Liveable Places Centres Strategy 2020-2036	Centres	TBA
Bondi Junction and Bondi Beach tier 2 (amenity lighting) and tier 3 (lighting interventions) lighting	Waverley Creative Lighting Strategy 2018 – 2028	Bondi Junction and Bondi Beach	Unlimited
Open space acquisition for 'urban park' - Urban parks can include community indoor recreation space, rooftop courts for basketball or tennis, and indoor public pools.	Waverley Open Space and Recreation Strategy 2021-2031 (page 80)	15 Adelaide Street, Bondi Junction or under viaduct along Syd Enfield Drive	TBA
Provide additional turn-up and play facilities such as basketball and netball hoops, tennis rebound walls,	Waverley Open Space and Recreation Strategy 2021-2031 (page 78)	Bondi Junction, Waverley Park and northern part of LGA in North Bondi, Rose Bay and	TBA

and outdoor activity stations.		Vaucluse	
Improve footbridge connection with Woollahra	Waverley Local Strategic Planning Statement 2036 (page 90)	Bondi Junction	TBA
Improve connectivity within Bondi Junction, including between the Transport Interchange and Oxford Street Mall	Waverley Local Strategic Planning Statement 2036 (page 90)	Bondi Junction	TBA
Sustainability and public domain improvements	Our Liveable Places Centres Strategy 2020-2036 (page 24)	All centres	TBA
Rain gardens, kerb planting, green walls, hanging planting and general greenery	Our Liveable Places Centres Strategy 2020-2036 (page 39)	Closest centre where the OLP has identified this	TBA
Functional and well designed public furniture	Our Liveable Places Centres Strategy 2020-2036 (page 39)	Closest centre where the OLP has identified this	TBA
Activate laneways	Our Liveable Places Centres Strategy 2020-2036 (page 49) and the Bondi Junction Evening, Culture and Entertainment Strategy 2018 – 2028 (page 23)	Charing Cross, and Gray/Ann Street laneways in BJ	TBA
Activation of blank walls with public wall art	Our Liveable Places Centres Strategy 2020-2036 (page 92)	Closest centre where the OLP has identified this	TBA
Public bathrooms	Bondi Junction Evening, Culture and Entertainment Strategy 2018 – 2028	Oxford Street Mall, Bondi Junction	TBA
Gateway artwork	Bondi Junction Evening, Culture and Entertainment Strategy 2018 – 2028 (page 21)	West Oxford Street, Bondi Junction	TBA

### **Other Centres**

Item	Strategy/Plan	Project Location	Estimated Cost*
Outdoor dining activation	Our Liveable Places Centres Strategy 2020-2036	Centres	TBA
Publicly accessible through site links	Our Liveable Places Centres Strategy 2020-2036	Centres	Unlimited
Bondi Junction and Bondi Beach tier 2 (amenity lighting) and tier 3 (lighting interventions) lighting	Waverley Creative Lighting Strategy 2018 – 2028	Bondi Junction and Bondi Beach	Unlimited
Activate Charing Cross with placemaking initiatives, including improving the quality and safety of laneways and providing urban open space	Waverley Local Strategic Planning Statement 2036 (page 90)	Charing Cross	TBA
Sustainability and public domain improvements	Our Liveable Places Centres Strategy 2020-2036 (page 24)	All centres	TBA
Bike paths and footpath upgrades	Our Liveable Places Centres	Curlewis Street	TBA



	Strategy 2020-2036 (page 29)		
Rain gardens, kerb planting, green walls, hanging planting and general greenery	Our Liveable Places Centres Strategy 2020-2036 (page 39)	Closest centre where the OLP has identified this	TBA
Functional and well designed public furniture	Our Liveable Places Centres Strategy 2020-2036 (page 39)	Closest centre where the OLP has identified this	TBA
Activate laneways	Our Liveable Places Centres Strategy 2020-2036 (page 49) and the Bondi Junction Evening, Culture and Entertainment Strategy 2018 – 2028 (page 23)	Charing Cross, and Gray/Ann Street laneways in BJ	TBA
Pocket parks/parklets	Our Liveable Places Centres Strategy 2020-2036 and the Bondi Junction Evening, Culture and Entertainment Strategy 2018 – 2028	Hall Street, Bronte Road and Brighton Boulevard	TBA
Solar chargers for bikes, vehicles and streetlights	Our Liveable Places Centres Strategy 2020-2036 (page 67)	Bronte Beach and Bondi Beach centres	TBA
Underground powerlines and smart poles	Our Liveable Places Centres Strategy 2020-2036 (page 72)	Closest centre where the OLP has identified this	TBA
Activation of blank walls with public wall art	Our Liveable Places Centres Strategy 2020-2036 (page 92)	Closest centre where the OLP has identified this	TBA
Heritage artwork: tram celebration	Our Liveable Places Centres Strategy 2020-2036 (pages 129 and 137)	Bondi Road, Wairoa Avenue and Fletcher Street centres	TBA
Creative lighting	Our Liveable Places Centres Strategy 2020-2036 (pages 141 and 148) and Bondi Junction Evening, Culture and Entertainment Strategy 2018 – 2028 (page 19)	Bondi Beach and Seven Ways centres, and Waverley Street Mall	TBA

### **Other Site-Specific**

Item	Strategy/Plan	Project Location	Estimated Cost*
Provide park amenities (shade, seating, toilets, and water bubbler's)	Waverley Open Space and Recreation Strategy 2021-2031 (page 82)	Waverley Park Barracluff Park, Rodney Reserve and Hugh Bamford Reserve	TBA
Open space acquisition for community hubs with co-located community services.	Waverley Open Space and Recreation Strategy 2021-2031 (page 80)	Wairoa Avenue, North Bondi, and Varna Park, Clovelly	TBA
Improving turf and support facilities such as signage, water bubblers and bins at dog off-leash parks.	Waverley Open Space and Recreation Strategy 2021-2031 (page 77)	North Bondi and Bondi Beach	TBA
Provide additional turn-up and play facilities such as basketball and	Waverley Open Space and Recreation Strategy 2021-	Bondi Junction, Waverley Park and northern part of LGA in	TBA

netball hoops, tennis rebound walls, and outdoor activity stations.	2031 (page 78)	North Bondi, Rose Bay and Vaucluse	
Signage and way finding at popular open spaces	Waverley Open Space and Recreation Strategy 2021-2031 (page 84)	Bondi Beach and Park	TBA
Create safe lookouts along the Coastal Walk	Waverley Local Strategic Planning Statement 2036 (page 84)	Vaucluse, Dover Heights and Rose Bay	TBA
Improvements to North Bondi ocean pool	Waverley Local Strategic Planning Statement 2036 (page 86)	North Bondi	TBA
Make existing playgrounds accessible for all	Waverley Local Strategic Planning Statement 2036 (page 88)	Bondi, Tamarama and Bronte	TBA
Provide playground amenities (shade and additional playground equipment)	Waverley Open Space and Recreation Strategy 2021-2031 (page 82)	Dudley Page Reserve	TBA
Provide additional fitness equipment at outdoor gyms	Waverley Open Space and Recreation Strategy 2021-2031 (page 82)	Dudley Page Reserve	TBA
Bronte Gully ecological restoration	Bronte Gully Ecological Restoration Action Plan 2015 – 2045	Bronte	\$35K (\$100K needed, \$65K already funded)
Remnant bushland protection and improvement	Environmental Action Plan 2018 – 2030 (page 13) and, Biodiversity Action Plans – Remnant Sites 2014 – 2020, and the Draft Biodiversity Action Plan – Remnant Sites: 2021-2030	Williams Park, North Bondi	\$20 - \$90K per year
Stormwater quality improvement devices (SQIDs) to remove sediment and pollutants	Environmental Action Plan 2018 – 2030 (page 20)	Rose Bay catchment, Bondi catchment and Double Bay catchment (Bondi Junction).	\$40K - \$300K per site

**REPORT**  
**CM/7.14/22.02**

**Subject:** Electric Vehicle Transportation Policy

**TRIM No:** A11/0853

**Author:** Sam Shaw, Co-ordinator, Sustainable Energy and Resilience

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

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**RECOMMENDATION:**

That Council adopts the Electric Vehicle Transportation Policy attached to the report.

**1. Executive Summary**

Council received broad positive feedback from the community on the draft Electric Vehicle Transportation Policy. Respondents commented favourably on the leadership demonstrated by Council and the importance of supporting low carbon transport, such as electric vehicles (EV) and electric bikes. The draft policy has had some small amendments incorporated so that it can now be adopted by Council.

**2. Introduction/Background**

Council supports the transport sector transition from internal combustion engine vehicles (ICE) to electric vehicles, for better environmental, social and economic sustainability and resilience, and to support the achievement of Council's Community greenhouse emission reduction targets, of net zero by 2050. To help strategically guide the transition, Council has created a draft Electric Vehicle Transport Policy.

Council recently put the draft Electric Vehicle Transportation Policy on Exhibition for community to review and comment. Council received a small number of responses, which are copied below, with feedback from Council addressing any concerns.

**3. Relevant Council Resolutions**

Meeting and date	Item No.	Resolution
Operations and Community Services Committee 12 October 2021	OC/5.1/21.10	That Council:  1. Publicly exhibits the draft Electric Vehicle Transportation Policy attached to the report for 28 days.  2. Officers prepare a report to Council following the exhibition period.

**4. Discussion**

Council officers put the draft Electric Vehicle Transportation Policy on exhibition for 28 days as per the Council resolution on 12 October 2021. There were 24 survey responses from community via the Have Your Say webpage and 11 email responses.

There was strong support for Council's draft Electric Vehicle Transportation Policy, with feedback highlighting appreciation for Council's direction and leadership on this issue. While some respondents saw the policy as helping to incentivise EV use, others sought more detail and additional incentives from council to accelerate this transition. Respondents also noted the importance of increasing access to local charging stations, clarification on pricing, the benefit of collaboration with fellow agencies as well as the need to support electric bicycles with appropriate infrastructure, to achieve the objectives of the policy.

Community feedback and Council responses are below, in Table 1 and have been divided into different topic areas. Many submissions covered more than one topic and are included in the section with their primary theme, so the number in column 1 may not mirror the number of points in column 2.

*Table 1. Draft Electric Vehicle Transportation Policy - Public exhibition feedback*

Number of submissions	Topic and Feedback	Council Response
	<b>Availability and ease of use</b>	
2	<ul style="list-style-type: none"> <li>Charging points need to be more available and easier to use</li> <li>There needs to be 22kw charging units attached to as many roadside street poles as possible with a type 2 outlet that doesn't require a membership.</li> </ul>	Aligns with policy. Current EV charging platforms such as the one that Council currently use, utilise an easily accessed App and payment methodology.
	<b>Need to change and support other transport modes</b>	
2	<ul style="list-style-type: none"> <li>Please eliminate ICE buses and replace them with electric buses. Please introduce no idling policy for all ICE vehicles, starting with the Council's.</li> <li>There should be a focus on the installation of a comprehensive network of bike lanes to encourage ebike usage. Replacing an electric car with an ebike is a very large reduction in emissions from the energy intensive manufacturing process, and significantly reduces congestion and parking demand.</li> </ul>	<p>Noted. Buses are not in Council's jurisdiction and Council does not have the regulatory power to enforce idling.</p> <p>Separately to this Policy Council supports the installation of a comprehensive bike network.</p>
	<b>Charging points should not be provided</b>	
1	<ul style="list-style-type: none"> <li>I don't think Waverley should offer charging stations unless in areas where there is excess parking available</li> </ul>	Large parts of the Waverley LGA do not have surplus parking availability. With the data showing the strong move towards electric vehicles, there will be a need to provide charge points across the LGA
	<b>Definition of Electric Vehicle</b>	
1	<ul style="list-style-type: none"> <li>In part 6 Definitions I would like to see the definition of an electric vehicle be improved to exclude non-plugin types. For example "Electric Vehicle in this document is taken to mean any road vehicle that can recharge its on board battery from an external source of electricity, such as mains electricity" Or "Electric Vehicles are those</li> </ul>	Current definition should be taken to mean powered primarily by an electric motor. The definition will be amended to clarify this.

	that can plug in to an external source of electricity, such as mains electricity, to recharge the vehicle's on board battery to act as a power source for propulsion"	
	<b>Insufficient detail</b>	
5	<ul style="list-style-type: none"> <li>There is not much detail in the policy.</li> <li>The Policy should include details on the number of charge points.</li> <li>There are no maps of proposed charger locations and no proposed designs of street charger layouts.</li> <li>Regarding point 4.5 about e-bikes and e-scooters there is a need for bike lanes and 240 volt outlets.</li> <li>Add Local Government to the collaboration principle.</li> </ul>	A policy is different to a detailed action plan or strategy. The policy is meant to be simple. It acts as a guide and statement of intention, not a detailed strategy. Consultation on sites for proposed EV charging stations has been undertaken through a regional process across the Eastern Suburbs.
	<b>Support for off street chargers</b>	
2	<ul style="list-style-type: none"> <li>The proposed policy could be significantly enhanced by giving consideration to measures which would encourage EV uptake in residents' homes. For example, DAs which include off-street parking could be prioritised where they provide for EV infrastructure and/or solar infrastructure in the home. This could also aid in addressing parking issues in some parts of the LGA.</li> <li>Support for DA requirements for EV Charging Stations in all dwellings with off-street parking.</li> </ul>	Support for off street charging stations is included in the Policy at section 4.3.
	<b>Pricing and incentives</b>	
2	<ul style="list-style-type: none"> <li>There is no detail about whether on/off street council charging would be free or paid, or what the pricing strategy would be (time, kWh, etc).</li> <li>There doesn't seem to be anything in the policy to encourage people to switch to electric vehicles, for example subsidised power, free residential parking permits for the first year, first month free charging or 50% off council rates for the quarter following purchase of an electric vehicle.</li> </ul>	<p>A principle around Council pricing and cost recovery around electricity but not full cost recovery has been included.</p> <p>Additional incentives can be looked at in the future.</p>
	<b>General support for the Policy and comments</b>	
28	<ul style="list-style-type: none"> <li>I support the policy.</li> <li>EV's will help reduce our carbon footprint, so council should support this.</li> <li>Excellent policy; suggest investigating co-location with parking meters on the streets.</li> <li>Support for charging stations using Solar installations.</li> <li>Support EV chargers near apartment buildings.</li> </ul>	<p>Noted. Aligns with policy.</p> <p>Council charge points will be powered by renewable energy as per the Policy.</p>

Based on the submissions received, a number of changes have been made to the Draft Policy and have been included as tracked changes in Attachment 1.

These changes include:

- Updating the definition of electric vehicle

- Including local governments as a specific stakeholder in the collaboration principle
- Adding a principal on user fees, which explains Council's approach which recovers the cost of electricity sold but not the full cost as there is a high capital cost in installing charging stations and there is a need to actively support the transition to electric vehicles in the short term as the lack of charge points is a key inhibitor to their uptake.

## **5. Financial impact statement/Time frame/Consultation**

Council has a budget allocation in the 2021–22 financial year to increase the number of electric vehicle charging locations, both on street and also in Council-controlled car parks. The next Environmental Action Plan will also outline activities on how EVs will assist the Waverley community to reach net zero. Future community use of Council's electric vehicle charging stations has the potential to be an ongoing revenue source for Council.

## **6. Conclusion**

It is recommended that Council adopts the amended Electric Vehicle Transportation Policy.

## **7. Attachments**

1. Electric Vehicle Transportation Policy [↓](#) .

# Draft Electric Vehicle Transportation Policy

## Electric Vehicle Policy

Policy owner	Environmental Sustainability
Approved by	n/a
Date approved	
Commencement date	
TRIM Reference	
Next revision date	<a href="#">5 years after adoption</a>
Related policies/procedures/guidelines	A National Strategy for Electric Vehicles (2019) NSW Electric and Hybrid Vehicle Plan Waverley Council People, Movement and Places Waverley Council Environmental Action Plan 2018-2030 Waverley Council Fleet Policy
Related forms	



Electric Vehicle Policy

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## Electric Vehicle Policy

## 1. Background

The transport sector in the Waverley LGA is the 2<sup>nd</sup> largest contributor to greenhouse gas emissions, making up approximately 20% of community emissions. This is due to the emissions produced from combustion of fossil fuels in petrol, diesel and gas vehicles. A key opportunity to reduce community greenhouse gas emissions, is the transition of transport vehicles from using fossil fuels to electricity from a renewable source. Electric vehicles (EV) and other electric transport modes provide a pathway to decarbonise the transport sector when the electricity comes from a renewable resource. In addition to this, EVs assist in reducing local noise and air pollution.

## 2. Purpose

To support the uptake of electric vehicles in the Waverley Local Government Area to hasten the transition from internal combustion engine (ICE) vehicles to EVs. The Policy affirms Council's commitment to support the use and uptake of electric vehicles, understanding that their use will require some changes to local infrastructure and parking.

## 3. Scope

This Policy applies to:

- Council programs, services and activities related to the delivery and support of electric transportation and parking in the Waverley LGA where related to electric transport vehicles including cars, buses, trucks, light commercial and other on road vehicles as well as other smaller personal vehicles such as e-bikes and scooters.

Note: while this Policy may support Council's own vehicular fleet, fleet electrification is addressed by the Waverley Council Fleet Policy.

## 4. Policy Content

### 4.1. Greenhouse Gas Emissions

Where electric vehicle charging is provided by Waverley Council this electricity should be from a renewable source (such as solar or wind power). This will help to maximise the environmental benefits of the transition to electric vehicles.

### 4.2. Electric Vehicle Charging

A key component of this policy is to guide the creation of a network of electric vehicle charging points in the Waverley Local Government Area so that charging is available for residents, visitors and businesses. This Policy outlines that:

## Electric Vehicle Policy

- a. Council actively supports the provision of a comprehensive network of electric vehicle charging stations on street and at car parks that they manage.
- b. Council is guided by the following principles when installing or supporting the installation of EV charging points on street and at car parks that they manage:

Principles	Details
Locations prioritised appropriately	That EV charge points be prioritised in locations where current demand is high or where future demand is assessed as being high.  For residential areas, locations where residents do not have off-street parking should be prioritised. Although these areas can be more congested, EV charging stations will become essential to allow residents to operate EVs.
Appropriate EV charging is provided	A mix of slow, medium and fast chargers should be available catering for the range of demand, such as residents charging, visitor charging or charging for car share vehicles or commercial vehicles (e.g. taxis).  Medium and fast chargers shall be prioritised in areas with high parking demand and/or where short stay parking occurs, while slow to medium chargers shall be prioritised where longer stay parking occurs such as in residential areas or for overnight use.
Streetscape impact is minimised	The installation of chargers should have a minimal impact on the streetscape and be integrated with the location and with other street furniture where possible
EV charging locations are actively promoted with signage	Signage be installed on EV charging spaces to give electric vehicle owners priority in accordance with NSW Government guidelines.
Collaboration	Council will cooperate with other agencies, <a href="#">local governments</a> and stakeholders, such as car share businesses, where this accelerates the installation of EV chargers.
Costs	<a href="#">Council will recoup the costs of electricity for charging, but full cost recovery that includes the cost to construct a charge point is not required in the short term due to the need to actively support the uptake of EVs.</a>

#### 4.3. Off Street Charging and Development Controls

- a. Development controls should be implemented that ensure that EV charging can occur at residential properties in Waverley and also commercial properties.
- b. That Council maintains and continually updates development controls in the Waverley DCP to ensure that new buildings facilitate the provision of onsite electric vehicle charging.
- c. Council programs support existing buildings to retrofit charging infrastructure where possible.

#### 4.4. Education and Engagement.

Electric Vehicle Policy

Council supports the community to transition to Electric Vehicles and Electric transportation modes through education and engagement.

4.5. E-bikes and Other Approved Electric Micro-Mobility Devices

Council supports the uptake and use of electric vehicle transportation such as e-bikes.

4.6. Trucks, Buses and Commercial Vehicles

Council supports the electrification of these vehicles where possible, recognising the benefit to our streets from decreased air and noise pollution.

5. Review of Policy

This Policy should be reviewed in 5 years.

6. Definitions

Term	Definition
Electric Vehicle (EV)	Passenger vehicle, Light commercial vehicle, Truck and Bus that are primarily powered by an electric motor and are able to be plugged in to a power source to recharge.
Electric vehicle transportation	Electric vehicle transportation may include electric bikes and other approved electric micro-mobility devices (e.g. electric scooters)

**REPORT**  
**CM/7.15/22.02**

**Subject:** Infrastructure Contributions Reforms - Submission

**TRIM No:** SF21/5628

**Author:** Tina Wang, Strategic Planner

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

---

**RECOMMENDATION:**

That Council endorses the submission to the NSW Department of Planning, Industry and Environment attached to the report on the infrastructure contributions reforms.

**1. Executive Summary**

The submission details Council's support of an improved contributions system that ensures the right infrastructure is delivered at the right time. Council officers conducted comprehensive review of the contributions reforms package which includes regional infrastructure contributions, local contributions, and land use contributions.

Council officers broadly support the proposed regional infrastructure contributions and land use contributions with some recommendations for the governance structure and funding allocation process. The proposed local contributions intend to provide greater support for the provision of local infrastructure. Whilst Council Officers support this intention, there are concerns that the proposed calculation method for the local levies (currently named as section 7.12 levies) limits Council's ability to levy contributions in the long-term. The submission attached reviews the calculation method in details and provides recommendations.

**2. Introduction/Background**

In March 2021, the NSW Government accepted all 29 recommendations of the Productivity Commissioner to deliver a contributions system that is fair, transparent, consistent and certain. Relevant proposed amendments include:

- introducing a broad-based regional contribution in Greater Sydney, the Central Coast, Lower Hunter and Illawarra-Shoalhaven, in place of special infrastructure contributions.
- retaining the simplicity of section 7.12 levies but with a higher maximum rate for residential development.
- simplifying the system with digital tools, adopting benchmark costs and use of standardised templates.

From 1 July to 27 October 2021, the Department of Planning, Industry and Environment (DPIE) engaged and worked with stakeholders including Councils on how to best implement the recommendations. On 28 October 2021, the DPIE exhibited the infrastructure contributions reforms package which provides the full detail for review by Councils and other stakeholders. The exhibition consists of two stages to ensure Councils have the best possible opportunity to contribute during the caretaker period. The first stage is Council officers' submissions which occurred in December 2021. The second stage is Council endorsed

submissions which are due one week after the first meeting of the new Councils in early 2022 (see Attachment 1 for the submission).

The infrastructure contributions reforms provide a new framework for regional infrastructure contributions, local contributions, and land use contributions.

### **3. Relevant Council Resolutions**

Nil.

### **4. Discussion**

The attached submission has been prepared in consultation with strategic planning staff from Woollahra and Randwick Councils. Council officers also attended a private briefing from the DPIE Contributions Reforms Team, as well as an online webinar.

### **5. Financial impact statement/Time frame/Consultation**

#### **Time frame**

The exhibition of the infrastructure contributions reforms package concluded on the 10 December 2021 for the general public. Councils have until one week after the first meeting of the new Council in early 2022 to submit a Council endorsed submission.

Legislation was introduced to the NSW Parliament, the Environmental Planning and Assessment Amendment (Infrastructure Contributions) Bill 2021, as part of the infrastructure contributions reforms. Once the legislation is passed, the new system is expected to be implemented by 1 July 2022.

#### **Consultation**

The infrastructure contributions reforms package was on public exhibition from 28 October 2021 to 10 December 2021. Councils were encouraged to submit their feedback.

#### **Financial impact statement**

The financial impact of the infrastructure contributions reforms is provided in Attachment 1. Overall, Council is likely to be negatively impacted in the long-term by the proposed changes to the contributions system.

### **6. Conclusion**

The intention of the infrastructure contributions reforms is to be commended, however the proposed changes to the contributions system do not support the good intention of a fairer system. On the contrary, the proposed changes would limit Council's ability to levy contributions. The submission attached provides a detailed review of these changes and their implications.

### **7. Attachments**

1. Submission - Infrastructure contributions reforms [↓](#) .

**Waverley Council**

PO Box 9, Bondi Junction NSW 1355

DX 12006, Bondi Junction

**Customer Service Centre**

55 Spring Street, Bondi Junction NSW 2022

ABN: 12 502 583 608

Our ref: SF21/5628

3 December 2021

NSW Department of Planning and Environment  
GPO BOX 239  
SYDNEY NSW 2001  
Submitted via the Planning Portal

**Waverley Council Submission to the Infrastructure Contributions Reform Package**

Thank you for the opportunity to provide feedback on the *Infrastructure Contributions Reform package*.

The three components of the package including regional infrastructure contributions, local contributions, and land use contributions have been reviewed, and Council officers attended the Infrastructure Contributions, Exhibition Launch Webinar held on 9 November 2021. A technical submission was submitted by Council officers on 1 December 2021.

Council supports the Department's objective to improve the infrastructure contributions system to ensure that local infrastructure keeps up with housing supply and other development pressures, however it is imperative that the proposed regulation and policies do achieve the intended outcomes.

It is Waverley Council's view that the legislation does not achieve this outcome.

Should you have any questions about the contents of this submission please do not hesitate to contact Tina Wang, Strategic Planner by email.

Regards,

**Mitchell Reid**

**A/Director, Planning, Environment and Regulatory**

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## 1. Introduction

The infrastructure contributions reforms provide a new framework for regional infrastructure contributions, local contributions, and land use contributions. This submission is divided into three sections, each dedicated to the different type of contribution.

Council seeks the inclusion of the following key recommendations:

1. Funds levied from each local government area (LGA) under the regional infrastructure contributions scheme should be redistributed within the same LGA to appropriately provide infrastructure improvements in the areas where development is occurring.
2. The criteria for assessing regional infrastructure needs should be established in consultation with councils.
3. Representatives of the Greater Sydney Commission and councils should be part of the RIC funding governance committee.
4. The local levy condition should be retained at a 3% rate of development cost for residential development, and a 1% rate of development cost for other development to ensure Waverley Council can deliver local infrastructure within the LGA into the future.
5. When calculating the levy for additional bedrooms, any new habitable room that could reasonably be used as a bedroom should also be included.
6. Worked examples of applying the proposed local levy rates to each development type should be provided, with clarifications around whether credit offsets for existing development is to be considered.
7. Further clarification around contributions for co-living, build to rent, and boarding house contributions is required.

## 2. Regional infrastructure contributions package

The regional infrastructure contributions package includes the following documents which were reviewed as part of this submission:

- Regional Infrastructure Contributions (RIC) discussion paper
- RIC Explanation of Intended Effect
- RIC infrastructure delivery agreements
- RIC Governance and Prioritisation guidelines
- RIC State Planning Agreement guidelines
- RIC feasibility analysis

The NSW Government introduced the *Environmental Planning and Assessment Amendment (Infrastructure Contributions) Bill 2021* (the Bill) into Parliament on 22 June 2021. The Bill introduces a new mechanism for imposing state infrastructure contributions. Under the Bill, a State Environmental Planning Policy (SEPP) may be made to impose these contributions - called "regional infrastructure contributions" (RIC) in defined regions of the state.

It is proposed that a SEPP to introduce regional infrastructure contributions for 4 regions of NSW, be made to commence at the same time as the Bill. The commencement date is proposed to be 1 July 2022.





### *Council response*

#### **A broad-based regional contributions system is supported**

Council supports the objective of having a Greater Sydney Region contributions system that creates certainty for the development industry and as a result limits land value inflation, however the proposed allocation process should ensure that every council that contributes to the contributions fund will receive benefit from the infrastructure that is delivered.

#### **Benefits of the RIC Fund should be available for each local government area (LGA)**

The RIC Explanation of Intended Effect states that the RIC Fund will be redistributed back to the region it was collected from. The concern is that whilst the RIC Fund will be collected from individual local government areas (LGAs), there is no guarantee that the LGAs that are experiencing an increase in population growth will directly benefit from the infrastructure provided. For example, funds levied in Waverley LGA may go towards projects located in the Blue Mountains, Sutherland, or Hornsby, which would do little to alleviate the impacts of increased population in Waverley.

The RIC Fund should support local communities that will be affected by the growing population. The existing SIC is a value-sharing mechanism that collects contributions from new developments in an identified growth area and applies that fund to support infrastructures in that area. The SIC mechanism ensures that developers contribute to the cost of delivering infrastructure to support new homes and jobs in a growth area. As the SIC is to be replaced with the proposed RIC, they should have similar functions.

The levying of the RIC is linked to development growth, as the RIC for residential development is based on a per dwelling rate, whereas the RIC for non-residential development is based on a per square metre increase GFA rate. It is therefore logical to also link the allocation of the RIC to development growth.

Council understands the need for the NSW Government to have the flexibility to be able to redistribute the RIC Fund to high growth areas, however the RIC levied from each LGA should be redistributed back to the relevant LGA to provide the ability for the individual councils to provide local infrastructure that alleviates the impacts of the population growth occurring in that area.

### *2.1 Development categories subject to the RIC levy*

The proposed RIC is to apply only to new development within the following categories:

- Development for the purposes of residential accommodation other than boarding houses (per dwelling rate).
- Subdivision in 'greenfield residential areas' (per lot rate).
- Development for the purposes of commercial premises and other types of development with a commercial purpose, including boarding houses and serviced apartments (per square metre of new GFA).
- Development for the purposes of industry and similar types (per square metre of new GFA).

The proposed RIC SEPP will exempt the following residential development from the RIC:

- Public housing.
- Seniors housing by a social housing provider or seniors housing that does not have a group of self-contained dwellings.



- Affordable housing.
- Group homes.
- Hostels.
- Rural workers' dwellings.
- Secondary dwellings.

The proposed contributions rate for each type of development is as follows:

- Low density residential development (dwelling houses, attached dwellings, semi-detached dwellings, dual occupancies): \$12,000 per dwelling.
- Higher density residential development (multi-dwelling housing, residential flat buildings, group of self-contained seniors housing, shop top housing, build-to-rent): \$10,000 per dwelling.
- Residential subdivision in greenfield residential area: \$12,000 per residential lot.
- Industrial development: \$15 per square metre of GFA.
- Commercial/retail development: \$30 per square metre of GFA

#### *Council response*

Council supports the proposed application of the RIC to new dwellings or floorspace only (excludes existing dwellings on the land). This means that only additional supply created by a new development will attract a contribution. Levying only the net increase of dwellings will place less pressure on smaller developers. The local infrastructure demand that resulted from 'replace and rebuild' development could be met by the proposed new local levy (previously section 7.12) and 7.11 contributions.

#### *2.2 Timing of the RIC payments*

The proposed RIC SEPP allows for the payment of the RIC to be paid before the issue of the first occupation certificate for any building, except where the development involves residential subdivision in a greenfield residential area.

A staged introduction of the RIC payment is proposed in the first 2 years after the SEPP commences on 1 July 2022. If the RIC is paid before 1 July 2023, it will be paid at a 50% discounted rate of the final proposed RIC. If the RIC is paid between 1 July 2023 and 30 June 2024, a 25% discount will be applied, and from 30 June 2024, there will be no further discount applied.

#### *Council response*

Council support the proposed timing of the RIC payment as well as the phasing-in arrangement. As demonstrated by the Feasibility Analysis provided by the DPIE, the phasing-in arrangement is important to avoid adverse impact to development feasibility. The staged introduction in the first 2 years of the RIC application would allow developers to include the RIC cost in their feasibility assessments without drastically disrupting the market.



### 2.3 RIC Fund investment program

The *RIC Fund Investment Prioritisation Framework Guidelines* explains how the RIC Fund will be managed to fund State and regional infrastructure within each of the regions. The *Environmental Planning and Assessment Amendment (Infrastructure Contributions) Bill 2021* will establish a RIC Fund in the Special Deposits Account. The RIC Fund will be administered by the Secretary of the Treasury and follow a prioritization and allocation process as follows:

1. Undertake a Growth Infrastructure Needs Assessment.
2. Capital planning integration – eligible councils nominate projects identified in the Growth Infrastructure Needs Assessment for inclusion in the Capital Planning Process by State agencies.
3. Project Evaluation and Approvals – the NSW Treasury assesses State agency and local council submissions seeking RIC funding as part of the State Budget process

The RIC funding allocation process will be coordinated by a governance committee involving NSW Treasury, Infrastructure NSW, the DPIE, and key infrastructure delivery agencies.

Currently the high-level roles and responsibilities of each agency are as follows:

- NSW Treasury – administration of the RIC Fund, project evaluation against business case and cost-benefit analysis guidelines, prepare investment approvals.
- DPIE – identify regional infrastructure required to enable new development and support housing and employment growth, assess project eligibility for RIC funding, work with delivery agencies to coordinate land use planning and infrastructure investment, administer the RIC Fund prioritisation process, monitor and report on delivery of RIC funded infrastructure.
- Infrastructure NSW – assurance of RIC funded projects through the Infrastructure Investor Assurance Framework (IIAF), including regular reporting on individual projects to Government.

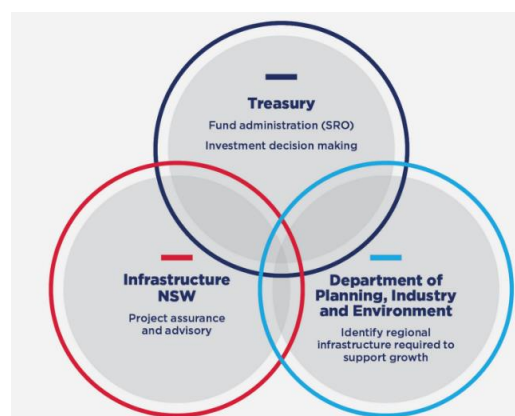


Figure 1: RIC Fund Partnership Structure, source Department of Planning, Industry & Environment

### Council response

**The Greater Sydney Commission should be part of the governance committee to represent local interests**

Council does not support the current structure as proposed. There is a lack of local government involvement in the funding allocation process. It is also unclear as to who is responsible for preparing the Growth Infrastructure Needs Assessment.

The Guidelines indicate that the RIC will provide funding primarily to State agencies, whereas local councils may also be eligible to receive funding for planning and delivering regional infrastructure. It is important to have a state agency that understands local issues and has a strategic outlook to the future. The Greater Sydney Commission is the most suitable candidate to be part of the governance committee in this regard.



The Greater Sydney Commission, who set the vision for the Greater Sydney Region and act as a bridge between local governments and the NSW Government, should be formally recognised as a partner in the RIC Fund allocation process. In addition, representatives from councils should be consulted on the allocation of funds in their district.

### **Clear and transparent assessment criteria need to be established for the Growth Infrastructure Needs Assessment**

The proposed Stage 1 of the RIC Fund prioritization process is 'Growth Infrastructure Needs Assessment'. The Guidelines state that the DPIE is to work with State agencies and local councils to confirm infrastructure service needs in high growth areas align with relevant strategic plans. This assessment is to be conducted annually. Considerations will include timeframes for rezoning and forecast development, importance to place delivery, and alignment with where contributions revenue is collected.

Clear and transparent assessment criteria are critical to ensure fairness and equity. As the proposed RIC is a broad-based contribution that would affect every new development in the Greater Sydney region, Council recommends that assessment criteria be established and shared with councils.

### **3. Local contributions package**

The local contributions package includes the following documents which were reviewed as part of this submission:

- Proposed changes to the *Environmental Planning and Assessment (EP & A) Regulation 2000*
- EP & A Explanatory Paper
- Practice Note Review
- Land Value Contribution

Amendments to both section 7.11 and section 7.12 contributions are proposed. Section 7.11 of the Act has been redrafted but is proposed to operate in a similar way to its current operation. Section 7.11 contributions have been renamed 'local infrastructure conditions' and are imposed on development consents to fund local infrastructure with a relationship to development. The main change is that an Essential Works List is to be applied to all section 7.11 plans, so that contributions can only be spent on these infrastructure items. Infrastructure costs are to be determined by using standardised benchmark costs.

Under section 7.11, an alternative way of funding land acquisition (land value contributions) is proposed. It is designed for greenfield release areas, however, could be applied to in-fill urban regeneration areas. When a rezoning is proposed, a draft section 7.11 contributions plan may be required including a land value contribution component. A maximum of 20% of the land can be required to provide for local infrastructure.

As Waverley Council currently uses section 7.12 contributions only, there would be no impact to Waverley Council with regard to the amendments to section 7.11 contributions. This submission will focus on amendments to the section 7.12 levy.

Section 7.12 levies have been renamed to 'local levy conditions' and are imposed on development consents to fund local infrastructure with a relationship to overall development across an area. The current 7.12 levy calculated using a specific percentage of the cost of development is to be replaced by specifying set dollar rates for development types (house, other residentials, additions,



commercial, retail and industrial) by geographical area. The intention of this is to improve revenue collected under section 7.12 contribution plans.

### 3.1 Revenue collected under section 7.12 contributions plans

The draft regulation will amend the EP&A Regulation to set a new section 7.12 (local levy) condition rates for different development types by area. The Greater Sydney – East rates apply to the Waverley LGA.

In response to councils' feedback, the draft regulation has increased the per dwelling rates and allowed the new local levy to be collected for alteration and additions (additional bedrooms). The local levy condition aims to increase and replace the current 1% contributions cap without adversely impacting development feasibility. The proposed local levy intends to approximate the NSW Productivity Commission recommendations as follows:

- 3% of the cost of development for residential development, and
- 1% if the cost of development for commercial, industrial and retail development.

Table 11 illustrates the current 7.12 contributions rates and the proposed local levy rates. The proposed levy rates are maximum rates, and councils have the discretion to set lower rates. The maximum rates will be indexed to annual movements in the Road and Bridge Construction (NSW) Producer Price index.

Table 1: Current 7.12 rates and proposed local levy conditions

	Current 7.12	Proposed local levy rates
Name	Section 7.12	Local levy
Development to which this applies	All applications for development consent and complying development certificates required to be made by or under Part 4 of the Act	All applications for development consent and complying development certificates required to be made by or under Part 4 of the Act
Levy rates	\$0-\$100,000 development costs: Nil	Residential per dwelling: \$15,000
	\$100,001 - \$200,000: 0.5% of development costs	Additional bedroom per room (additions and alterations): \$6,000
	More than \$200,000: 1% of development costs	Commercial per sqm new/additions: \$50/\$25
		Retail/industrial per sqm new/additions: \$35/\$17.5
		Boarding houses/group homes/student/hotels/motels/serviced apartments per bedroom: \$6,000
		Aged care facilities/nursing homes/hostels/backpackers per bed: \$6,000
		Caravan parks/manufactured home estates per site: \$15,000
		Solar and wind farms per megawatt: \$2,000 (capped at \$450,000)



### 3.2 New residential development

The proposed local levy rate for residential development is a per dwelling rate of \$15,000 that is to be applied to the new development, not a net-increase of dwellings. No consideration or offset is provided for the number of existing dwellings on the lot. It is noted that dwelling knock-down rebuilds can be levied at the maximum rate permitted for additional/new dwellings.

#### Council response

Table 22 applies the new local levy to recent net dwelling completions (DPIE data) to estimate the income that could be collected from net increase of dwellings alone. The comparison of the estimated income using the new local levy rates and the actual 7.12 revenue received during the same period shows that the proposed new local levy rates could potentially increase the overall contributions revenue (FY2017-2020) by an average of 55%. A threshold of 200 new dwellings could be observed from the data. When the dwelling completions are above 200 dwellings (FY2019/2020, FY2016/2017), the revenue received from new dwellings alone (applying the new local levy rates) would result in higher revenue than the total revenue received from all development under the current section 7.12 levy.

Table 2: Historical 7.12 income and estimated income from the new local levy (residential only)

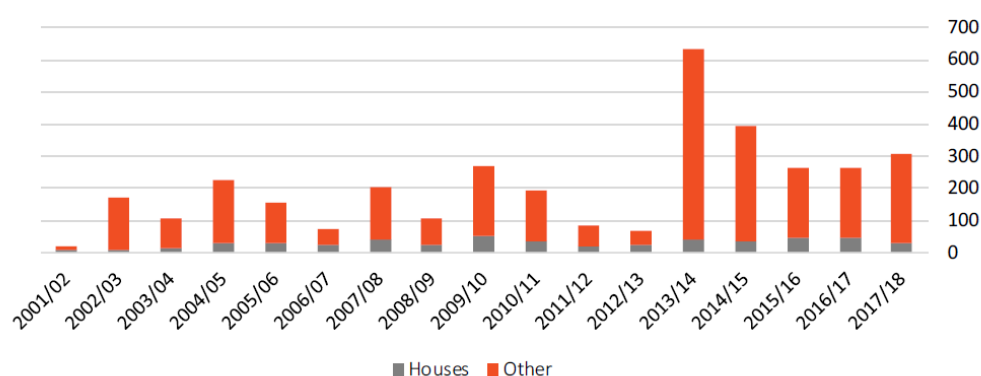
Year	s7.12 revenue received	Estimated revenue using the proposed new local levy rates	Net dwelling completions (used to calculate the estimated revenue)
<b>FY2019/2020</b>	\$2,678,901	\$ 5,325,000	355
<b>FY2018/2019</b>	\$2,903,939	\$ 2,565,000	171
<b>FY2017/2018</b>	\$2,864,544	\$ 1,665,000	111
<b>FY2016/2017</b>	\$3,214,254	\$ 8,475,000	565
<b>Total</b>	<b>\$11,661,638</b>	<b>\$ 18,030,000</b>	<b>1,202</b>

As the proposed new local levy would be applied to the whole development, not just the net increase, the actual revenue from the proposed local levy is likely to be slightly higher than the estimated revenue in Table 2. The ABS approval data shows that on average, 315 residential dwellings were approved in Waverley each year between 2016-2020. Assuming 70% of them will get built (the take-up rate is derived from observed data), on average 284 dwellings were built in Waverley each year. If residential development continues to be developed at this rate, Waverley will receive more revenue from the proposed local levy than from the current section 7.12 plan.

However, it should also be noted that recent years have seen the completion of an uncharacteristically high approval rate of new dwellings because of the rezoning of the Bondi Junction Strategic Centre. Prior to this, the delivery rate of dwellings was typically below 200 dwellings per year (refer to Figure 3).



Figure 2: Residential Building Approvals, Waverley.



Source: ABS, Building Approvals Cat. No. 8731.0.

It is unlikely that this rate of delivery will continue, as there are no areas within the LGA identified for an increase in density. This would mean that the amount of infrastructure funding provided via the new model would see Waverley receive less than the current model.

In addition, due to the demand and value of land in the area, new developments outside of Bondi Junction are trending towards larger, luxury apartments, which results in less dwellings being delivered per lot as compared to traditional delivery models.

However, whilst there are less dwellings being delivered, community expectations and pressure for improved local infrastructure is growing. Council has increasingly relied on funds provided in association with individual DA's under a voluntary planning agreement to provide much needed local infrastructure, as the development contributions model to date has not been able to service the local requirements for infrastructure needs.

As the proposed local levy rate is based on dwellings delivered and not a percentage rate of construction costs, it is very likely that Waverley will suffer a loss of contributions under the proposed scheme over the long term, which will place increasing financial pressure on the Council to deliver local infrastructure via other funding means.

The levy as applied to in the Waverley area would require the delivery of over 200 new dwellings every year to achieve the same funds available to Council under the current scheme.

**The Waverley Local Housing Strategy identifies a target of 3460 dwellings to be delivered between 2016-2036. This results in a rate of delivery of approximately 173 dwellings per year, which sits below the threshold identified for Waverley Council to receive a 'like-for-like' contribution from the existing 7.12 to the proposed local levy.**

This is clear evidence that the suggestion that 'no council will be worse off' is unlikely.

Council recommends that the existing method of levying a percentage of construction cost be maintained and that this be increased to 3% for residential development in keeping with the NSW Productivity Commission's recommendation, as this better enables Council to levy for funds to deliver localised infrastructure.



### 3.3 Residential alterations and additions

The proposed local levy rate for residential alterations and additions is a 'per new bedroom' rate.

From 2016 to 2021, 60% of all approved DA's in Waverley were for alterations and additions. This means that the proposed local levy for alterations and additions is likely to have a significant impact on Waverley's section 7.12 revenue. The proposed levy for residential alteration and additions may create a better income stream for developments that propose additional bedrooms. An example is provided below. Most of the alterations and additions in Waverley proposed additional bedrooms.

#### **Worked example using the new local levy for additional bedrooms**

##### ***First floor addition, hard stand car space and driveway to semi-detached dwelling***

This alteration and additions development proposed 3 additional bedrooms, one bathroom, a study nook, creation of hardstand car park, and creation of rear patio.

The development cost is \$999,960.00 and as a result \$9,999.6 was levied.

Applying the formula below:

$$3 \text{ (number of new bedrooms)} \times \$6,000 \text{ (levy rate)} = \$18,000$$

The levy resulted from the proposed local levy is \$18,000, 80% more than what could be levied under the current 7.12 plan.

However, for alterations and additions that result in no additional bedrooms, a contribution could not be levied under the proposed new local levy. This may result in the loss of contributions income. An example is provided below.

#### **Worked example using the new local levy for alteration and additions (non-bedroom additions)**

##### ***Alterations and additions including a hardstand car space***

The development cost for this application is \$300,000 and as a result \$3,000 was levied.

As this alteration did not propose any new bedrooms, no contribution could be levied under the new local levy conditions.

In Waverley, only 9% of all the residential alterations and additions developments that were levied under section 7.12 will not need to pay contributions under the proposed local levy conditions. For example, one application proposed a small sunroom and swimming pool. Under the current section 7.12 plan, \$850 was levied. As the application did not propose any additional bedrooms, no contribution would be levied under the proposed local levy.

Although the impact of this 9% potential loss of income could be recovered by the increase in income resulting from the proposed local levy for new residential development, it is plausible that applicants would try to avoid paying the levy by labelling bedrooms as multifunctional rooms or studies.

#### ***Council response***





Council does not support the proposed rate for residential alteration and additions. As this rate only applies to additional bedrooms and does not apply to the extension of existing bedrooms or additional rooms or spaces other than bedrooms. 9% of Waverley's alterations and additions development does not add bedrooms and therefore could not be levied under the proposed local levy.

Council recommends that a clause to the following effect be added to provide more clarity around what could be counted as a bedroom:

*A new habitable room that could reasonably be used as a bedroom is to be counted as a bedroom for the purposes of allocating the local levy charge.*

However, a preferred approach for the residential alteration and additions rates would be to apply a per additional square metre rate. The additional square metre rate should be applied for any additional increase of GFA and not restricted to bedrooms.

This amendment would ensure that an alteration resulting in the reduction of bedrooms but increase of GFA would still be charged a levy. As section 7.12 contributions do not need to be related to infrastructure demand or population growth, it is reasonable to levy for additional floorspaces rather than bedrooms.

### *3.4 Boarding houses/group homes/hotels/motels/serviced apartments*

The proposed local levy rate for the above land use typologies is a per room rate. It is unclear from the exhibited documents whether there will be any credit offset for existing structures. For example, if the applicant demolishes five rooms and builds six. If there is a credit offset, one room instead of six will be charged a levy.

As there is no mention of credits for existing development in the exhibited documents, the worked example below is based on a no credit offset scenario.

#### **Worked example using the new local levy for boarding houses**

##### ***Demolition of two detached dwellings and construction of a four-storey boarding house and integrated carparking***

The development cost for this application is \$5,098,016 which resulted in a section 7.12 levy of \$50,980.

Applying the proposed formula below:

$$47 \text{ (number of boarding rooms)} \times \$6,000 \text{ (levy rate)} = \$282,000$$

The contribution resulting from the proposed local levy is \$282,000, \$231,020 more than what could be levied under the current 7.12 plan.

#### ***Council response***

Council supports the proposed rate for other residential types, provided no credit offsets are available for existing rooms like the proposed new residential development levy. Council recommends worked examples be provided in the Practice Note to illustrate how the levy is to be calculated.

However, Council also notes that the increase in development contributions for uses such as boarding houses, which under the new Housing SEPP are proposed to be delivered as affordable



housing, will see a significant increase under the new scheme as demonstrated in the worked example above. It is recommended that affordable and diverse housing uses such as boarding houses and group homes be levied at a reduced rate to ensure that the development contributions do not discourage the delivery of true affordable housing.

Further clarification is required over where the new uses 'co-living' and 'build to rent' sit within the proposed scheme. Council recommends that these uses be treated as residential development, as they will be leased at a market rate. It is also noted that 'student housing' is no longer intended to be a land use under the new Housing SEPP.

### 3.5 Commercial/retail development

The proposed local levy rate for commercial/retail development is a per gross floor area rate. The rate for retail development is \$15 per square metre less than the rate for commercial development.

#### Worked example using the new local levy for commercial/retail development

##### ***Demolition of existing building and construction of an eight-storey commercial/retail development***

The development cost for this application was \$4,671,991 which resulted in a section 7.12 levy of \$46,719. Applying the formula below:

$$\begin{aligned}
 &196.7 \text{ sqm (gross retail floorspace)} \times \$35 \text{ (levy rate)} \\
 &\quad + \\
 &694.9 \text{ sqm (gross commercial floorspace)} \times \$50 \text{ (levy rate)} \\
 &= \textbf{\$41,630}
 \end{aligned}$$

The levy resulted from the proposed local levy is \$41,630, slightly less than what could be levied under the current 7.12 plan.

#### *Council response*

Council supports in principle the per square metre gross floor area rates. As commercial and retail uses could co-exist in the same floorspace and often there is no distinction between a retail use and a commercial use, council suggests that a consistent rate be applied for all types of commercial development, including retail. Worked examples should be provided in the Practice Note for mixed-use development.

## 4. The land use contributions package

The land use contributions package includes the following documents which were reviewed as part of this submission:

- Draft Local Infrastructure Contributions – Planning Proposal Ministerial Direction
- Draft Dual and Shared Use of Open Space and Public Facilities
- Draft Contributions Plans and Planning Proposals



#### *4.1 Local Infrastructure Contributions –Planning Proposals*

A local infrastructure contributions plan (section 7.11 or 7.12) may be required to accompany planning proposals and be exhibited at the same time, subject to the planning proposal authority's discretion. The planning proposal authority needs to consider whether a planning agreement has been or will be entered, and whether the increased demand for public amenities can be met through other arrangements. After considering the impact of the new development on infrastructure supply and demand, a planning proposal authority may decide a new or amended contributions plan is not needed.

##### *Council response*

Council strongly supports the concurrent preparation and exhibition of draft contributions plans and planning proposals. This approach would ensure that adequate infrastructure is in place for the growing population at the time of any increase in development potential.

#### *4.2 Dual and shared use of open space and public facilities*

A new proposed Ministerial Direction require that when preparing a planning proposal, the proponent is to demonstrate consideration of the efficient use and design of land, including the shared use of land for open space, public amenities, public facilities, and community facilities. This Direction will affect land within an existing or proposed residential or business zone and any other zone in which significant residential development is permitted or proposed.

##### *Council response*

Council strongly supports that planning proposals are to consider the efficient use of land for public open space, drainage purposes or public facilities.

## REPORT CM/7.16/22.02



**Subject:** BASIX Higher Standards - Submission

**TRIM No:** SF22/164

**Author:** Rachel O'Leary, Co-ordinator, Sustainability and Resilience

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

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### RECOMMENDATION:

That Council endorses the submission to the NSW Department of Planning, Industry and Environment attached to the report on the BASIX Higher Standards.

#### 1. Executive Summary

This submission details Council's support of the proposed BASIX Higher Standards for new residential development, due to take effect in late 2022. Council's submission provides detailed feedback on the proposed BASIX Higher Standards, which will form part of the new Design and Place State Environmental Planning Policy (SEPP), and support residential dwellings to move towards and achieve net zero.

Refer to Attachment 1 for the submission.

#### 2. Introduction/Background

The Building and Sustainability Index (BASIX) State Environmental Planning Policy (SEPP) regulates residential development in NSW and outlines minimum standards for energy and water consumption and building thermal performance. The proposed BASIX Higher Targets will form part of the new Design and Place SEPP and will affect all new residential development across the State. The proposed increases to the standards are for energy use and thermal performance of dwellings. The proposed changes are consistent with the NSW Government's net zero plan and the proposed increases to the National Construction Code. This submission on the proposed BASIX Higher Standards comprises comments from Council's Urban Planning Policy and Strategy and Environmental Sustainability teams.

#### 3. Relevant Council Resolutions

Nil.

#### 4. Discussion

The environmental performance of new and renovated residential dwellings is a key determinant in how Waverley will meet its community greenhouse gas (GHG) emissions and potable water reduction targets. NSW Local Government is not able to mandate regulations, such as the provision of photovoltaic power or rainwater tanks as the state regulation, the BASIX SEPP, takes legislative precedence over the local Development Control Plan (DCP). However, current residential dwellings being built in Waverley have the potential, using available technology and construction materials, to easily and in most cases, cost effectively, exceed current BASIX targets. For example, Council has worked with a number of recently constructed apartments through Council's Building Futures Program, which have had a cost-effective lighting retrofit identified (saving owners electricity costs and GHG emissions), even though the buildings

were brand new under current BASIX regulations. Therefore, this submission supports the NSW Government proposal to increase BASIX targets and standards.

This submission includes Council recommendations to improve the BASIX SEPP. While the submission is technical, there are a number of issues that it responds to, including:

- The need for BASIX to actively support all-electric homes so that dwellings can be powered without fossil fuels and be able to achieve net zero as soon as possible.
- That the current climate model used in the thermal assessment is an historic average from 1970 - 2004, however our research through the Future Proofing Residential Development to Climate Change project has demonstrated that this is not representative of the current climate or predicted warming. The submission proposes that a climate model (such as an average for 2020 – 2070) be used, so that buildings that are approved now are designed to be thermally safe for the lifetime of the dwelling.
- That unified requirements for all dwelling types are adopted, to ensure adequate, safe and affordable housing standards for all. This includes an increase in thermal comfort and energy efficiency stringency for buildings less than five storeys in line with other multi-units buildings.
- That Council staff and other consent authorities have a clear understanding of the BASIX approval process to ensure that dwellings are approved and built as per the approved design and issued BASIX certificate.

Attachment 1 includes the submission and responses to the NSW Government questions on the BASIX Higher Standards.

## **5. Financial impact statement/Time frame/Consultation**

The exhibition of the BASIX Higher Standards was released in December 2021 and is due on 28 February 2022. The BASIX merit assessment pathway and materials index are on exhibition as one part of the Design and Place SEPP exhibition which Council is preparing a separate submission in February. Council Officers intend to prepare a submission for the Design and Place SEPP also. The Design and Place SEPP, including the BASIX Higher Standards, is expected to be finalised by the NSW Government in 2022.

## **6. Conclusion**

The BASIX SEPP Higher Standards provide a good foundation for all new residential development to meet rigorous water, energy and greenhouse reduction targets, and thermal comfort standards, in order to achieve net zero from the residential sector and to deliver thermally safe homes and workplaces over the lifetime of the buildings.

## **7. Attachments**

1. Submission - BASIX Higher Targets [↓](#) .

Waverley Council submission, January 2022

### **Submission on the proposed BASIX Higher Targets, 2022**

Waverley Council would like to thank the Department of Planning, Infrastructure and Environment for the opportunity to comment on the proposed BASIX 2022 Higher Targets upgrade. Waverley Council strongly supports the retention of the BASIX policy to reduce greenhouse gas emissions and potable water consumption and improve thermal comfort in the residential sector and is pleased to provide the following feedback.

#### **1. BASIX Energy Standards**

- Waverley Council supports the NSW Government's commitment to reach Net Zero by 2050, and NSW's continued leadership in delivering sustainability reform to the residential sector. Therefore we recommend higher BASIX Energy Standards, so that all new homes built in NSW to reach net zero by 2035. This will enable government to turn its attention to retrofitting the existing housing stock, in time to meet the 2050 Net Zero goal for the state.
- The continuation of measuring the BASIX Energy Index using carbon emissions is supported. In the future, moving this index to a units of energy measurement, once the penetration of renewables reaches close to 100%, will ensure maximum building energy efficiency is achieved.
- Waverley Council officers are currently unclear as to what proportion of the Energy score increase is due to the change in Emissions Factor (EF) of grid powered electricity, and which is due to stringency increases in the Eastern Suburbs. If the majority of increase is due to the EF increase, then the increased stringency gains seem relatively small, which is why we are advocating for increased energy standards.
- It is noted that different dwelling types have different targets. For example, a small single dwelling (<100m<sup>2</sup>) has a lower target than a large single dwelling (>100m<sup>2</sup>). Secondly, single dwellings are required to reach higher targets than multi-unit apartments. In the interests of equity, greenhouse reduction targets should be consistent across all dwelling types. If there is a reason underpinning this differentiated policy, we request that this is communicated in a clear and transparent manner.
- It is noted that the number of targets in the BASIX tool has increased from 20 across NSW (4 building types x 5 climate zones) to a total of 114 targets (6 building types x 19 climate zones). The principle that differentiated climate zones should be a base consideration for housing design is supported, however this number of targets may be complex and may present communication and compliance challenges for local Councils and industry.
- It is disappointing that Councils are not able to set higher targets in low carbon precincts within their LGAs, such as Bondi Junction. As place managers, Councils should be empowered to manage risks, and meet community and strategic planning commitments in the Eastern City District Plan. Enabling Councils to set higher BASIX targets is supported by *Planning Principle 1.8 The planning system should enable councils to plan for their local areas, provided they promptly meet their responsibilities in achieving the strategic visions, priorities and targets set out in regional and district plans.*

Waverley Council submission, January 2022

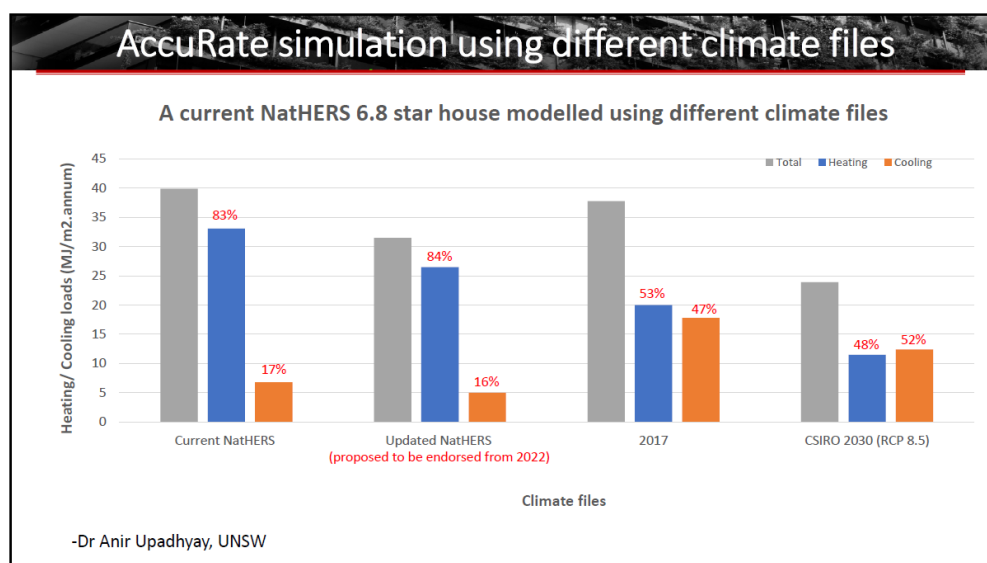
**Recommendations:**

- That through National Construction Code harmonization, NSW does not lose its leadership status and continues to exceed national minimum standards, by maintaining the highest performing residential energy standards in the country.
- That unified requirements for all dwelling types are applied to ensure adequate, safe, efficient, equitable and affordable housing standards for all. This will ensure that dwellers of low to mid rise development (< 5 storey) are not penalized by having less efficient housing due to the results from the Cost Benefit Analysis.
- In line with meeting NSW emissions reduction targets, that the BASIX Energy Standard delivers, in a staged and timely manner, all electric homes in NSW which include:
  - Efficient building envelopes,
  - LED lights plus efficient controls,
  - Heat pump/solar-electric hot water systems,
  - High-efficiency air conditioners for heating and cooling,
  - Electric cooking,
  - High-efficiency swimming pool pumps,
  - Onsite renewable energy.
- That local government are supported to apply higher BASIX standards in identified high-efficiency low carbon precincts, where outlined in the District plans and other relevant strategic plans.
- That DPIE invest considerable resources into communicating how the BASIX benchmark and carbon reduction/water reduction standards work so that the strength and success of the policy can be appreciated by a broad range of stakeholders.

**2. Thermal Comfort targets in BASIX**

- While the improvement of updating climate data from 1970-2004 to 2015 data is acknowledged, the use of historic climate data in the NatHERS engine and BASIX tool, when designing and building housing stock that will last for the next 50-70 years is not supported, and must be addressed to meet the Resilience Design Considerations of the new design and Place SEPP; that is homes must be designed to mitigate and adapt to risks of natural hazards, including climate change effects.
- Data from Dr Anir Upadhyay (2021) indicate that the last six years of warm weather (2015 to 2021) is significantly hotter than pre-2015 climate data.
- Further data from Dr Upadhyay (UNSW) indicates that a house modelled through the proposed BASIX settings (2022) will have a heating load to cooling load ratio of ~ 4:1. However, the same house modelled using future climate data (2030) will have a more even 1:1 ratio for heating: cooling load. NSW homes must be designed to meet the **predicted increased cooling load**, rather than historic climate data, where the heating load is dominant.

Waverley Council submission, January 2022



- Modelling work funded by DPIE as part of the Future Proofing Residential Development to Climate Change project indicates that a detached house with a cooling load of 20.8 MJ/m2 in 2020 had a modelled cooling load of 37.3 MJ/m2 in 2030 and 91.6 MJ/m2 in 2070. This model dwelling is non-compliant with current and proposed caps by as soon as 2030. This will result in uncomfortable and unsafe homes and workplaces that will require mechanical cooling, making them vulnerable to energy network failures during heatwaves.
- The increase to 7 stars in line with the National Construction Code's energy efficiency provisions as part of the national Trajectory for Low Energy Buildings is supported.
- The proposed reduction in heating and cooling loads (max) for Climate Zone 56 and the separate heating and cooling caps is supported.
- It is noted that there is no increase in stringency for Low Rise and Mid-Rise apartments (<5 storey) due to the Cost Benefit Analysis finding that improvements to this sector were not cost-beneficial. Concerns with the limitations of the Cost Benefit Analysis are included below. Low-mid rise apartments should be as thermally comfortable and safe to live in as all other dwelling types. Apartments < 5 storey should also be as energy efficient and affordable to live in as all other dwelling types.
- Some inconsistencies are noted in the definitions for low rise between the Thermal Comfort Standards and the Energy Standards. E.g. Thermal Comfort has a ruling for < 5 stories and Energy defines low rise as < 3 storey and mid-rise as 4-5 storey.

### **Recommendations:**

- That future Climate Files for the period that (CSIRO Climate File for 2050 or 2070) are adopted as the required data input for NatHERS and BASIX in 2022, to ensure that NSW's homes (and workplaces) are designed to be thermally safe for a warming climate, for the lifetime of the dwelling.



Waverley Council submission, January 2022

- Unified requirements for all dwelling types and locations, in order to ensure adequate, safe and affordable housing standards for all.
- That the definitions of low, mid and high-rise are consistent across the tool.

**3. Greenhouse Gas Emission Factor for grid electricity**

- An update to the Emissions Factor for grid electricity is supported.
- While acknowledging that the Emissions Factor from grid electricity will be reduced significantly over the next decade, the proposed methodology, which averages the greenhouse gas emission factor over ten years means that:
  - The first five years of housing (2022 – 2026) will be given a ‘free kick’ and will effectively not have to be as compliant to meet the BASIX target/standard.
  - Conversely, houses built between 2027 and 2032 will be working harder than they should to achieve the BASIX target/standard.
  - That the futuristic emissions factor effects the final ‘standard/target’ significantly and gives the impression that a higher greenhouse reduction score is being achieved in BASIX.

**Recommendations:**

- Update the Emissions Factor to be an accurate representation now, and continue to update it every year based upon the National Greenhouse Emissions Reporting (NGERs) data when it is made available.

**4. Achieving net zero emissions by 2050**

- The NSW Government’s commitment to reach Net Zero by 2050 is strongly supported. Electrifying the housing stock, fostering the use of the most efficient technologies available and sourcing electricity from renewable sources is the best way of achieving this target for residential development.
- A house built under BASIX in 2022 is expected to last 70 years, until 2092, therefore gas appliances should be heavily disincentivized under BASIX. Whilst single dwellings may more easily be able to remove gas infrastructure in the coming decades, retrofitting centralized gas boilers out of multi-unit apartments is extremely challenging and expensive. At a minimum, to enable this, gas should be excluded from multi-unit development.

**Recommendations:**

- That BASIX considers how all new dwellings will meet the Government’s net zero emissions targets by 2050. Potentially, the installation of gas appliances should incur offset penalties under BASIX to discourage the use of this energy source. This should be built into a broader plan for how the whole residential sector, including existing dwellings, will meet net zero emissions as soon as possible.

Waverley Council submission, January 2022

#### 5. **Other changes to the BASIX Energy section**

- The alignment of BASIX calculations with the NatHERS whole of home calculator is supported, where the methodology is published and peer reviewed and is best practice.
- The parts of BASIX that are in addition to the current NatHERS whole of home tool are retained and improved, so that NSW continues to lead the way for the national tool to follow e.g. how BASIX handles swimming pool energy consumption and its inter-relation with the Water Index. Requirements to have an indoor clothesline have made a significant impact on apartments to improve internal drying amenity and have reduced the use of clothes dryers in apartments.
- Other updates to the BASIX Energy Index listed in the consultation, including updating appliance efficiencies, the removal of some whitegoods from the multi-unit tool, improving lift (elevators), ventilation and centralized hot water system calculations, are supported.
- In regards to lighting, the mandate of LED lighting only with best practice lighting controls is strongly supported. Waverley Council has worked with more than 30 high-rise buildings through the Building Futures Program to achieve a 20% average reduction in common area energy use. At least six of the Building Futures buildings were built under BASIX (post-2004 and some post-2014), and yet still installed fluorescent lamps in common area carparks and fire stairs, often with no lighting management controls. This locks body corporates into higher common area bills and expensive and wasteful retrofits. Additionally, fluorescent tubes contain mercury which is considered a problem waste for local governments. There is no case for allowing fluorescent lamps to remain eligible under BASIX going forward.

#### **Recommendations:**

- That the NSW Government publish the BASIX methodology and any future changes to the methodology, to ensure that the calculations behind the tool are available for peer review in an open and transparent manner.
- That the NSW Government review all calculations in the BASIX Energy section of the tool before the BASIX 2022 upgrade.
- That the BASIX tool mandates LED lighting only with best practice lighting controls, and that fluorescent, incandescent and halogen lamps are removed from the tool.
- If this is not adopted, and fluorescent lamps or no lighting controls are selected for common areas in BASIX in the multi-unit tool, a pop-up help note is instigated to guide the proponent to make a better choice.

#### 6. **Cost Benefit Analysis**

Whilst the CBA did quantify some costs and benefits to both the individual dwelling owner and society as a whole, in our opinion it failed to account for:

- **Health benefits** of people living comfortably, safely, sleep properly, ability to be productive e.g. work from home as climate warms.

Waverley Council submission, January 2022

- **Cost to society** of increased heat affected unwellness, lack of productivity, heat stroke/death. Especially to those who can't afford air conditioning.
- **Cost of inaction** of not urgently lowering greenhouse gas emissions as we are currently all in a climate and biodiversity emergency.
- **Cost of offsetting all Carbon emissions** from the residential sector post 2050 (currently trending at \$40/tonne).

In this regards, the CBA is limited, and its findings should be considered in this context.

**Recommendations:**

- That apartments < 5 storey are required to have an increase in thermal comfort and energy efficiency stringency in line with other multi-unit buildings.
- That future scope of works for a Cost Benefit Study are expanded to include environmental and social costs and benefits in respect to a warming climate, as NSW Treasury has modelled in its 21-22 [Intergenerational Report](#).

**7. Communications & Reporting**

- Use of the term 'Targets' as opposed to 'Standards' is preferred, as target implies we are trying to meet a goal, and is clearer to the general public.
- The Future Proofing Development to Climate Change project identified the need to better support the ongoing implementation of the Building Sustainability Index (BASIX) to improve the sustainability outcomes and climate resilience of our housing stock.

**Recommendations:**

- That the NSW Government develop BASIX training/explainer videos aimed to:
  - improve the plan marking at Development Assessment (DA) and Complying Development Certificate (CDC) stage for BASIX and NatHERS commitments for new homes
  - improve the Consent Authorities' confidence in assessing BASIX/NatHERS requirements as part of the planning process.
  - improve understanding of the requirement for a BASIX Compliance Receipt to be issued at Occupation Certificate (OC) stage.
  - improve general understanding of the BASIX policy, its aims, objectives, how the methodology works, real outcomes on the ground etc.
- That the BASIX "help notes" and "pop ups" are reviewed, to educate BASIX tool users about the most efficient housing options in BASIX. E.g. if a user selects to install a less efficient technology, that a help note pops up outlining the best selection and the \$ savings p.a. from the most efficient technology, to help guide improved decision making.

Waverley Council submission, January 2022

#### **8. Monitoring & Evaluation**

- The commitment to review and update where required the BASIX targets/standards at least every few years to meet the government net zero objectives is supported, noting that the success of BASIX is not reported on publicly and that this is a missed opportunity to build confidence in NSW leadership and regulatory effectiveness in regards residential development.

#### **Recommendations:**

- That a BASIX Monitoring & Evaluation protocol is published with dates locked in for large updates and target/standard reviews.
- That the BASIX Monitoring & Evaluation project be reinstated to ensure that utilities and the NSW government monitor the on-ground greenhouse and water savings actually made by BASIX dwellings, report this publicly and that the tool is refined accordingly.
- That more support is given to ensure that BASIX is implemented in practice, including:
  - Working with the plumbing industry to ensure that rain tanks are installed and connected for internal water uses correctly, and issues such as sedimentation in toilets from tank water is resolved.
  - That NatHERS compliance issues are resolved and that the existing Quality Assurance pathway is substantially improved.
  - That training is introduced to planners, certifiers and industry practitioners.
  - That the NSW Government conducts audits and compliance checks on BASIX/NatHERS certificates at DA stage.
  - That the NSW Government conducts audits and compliance checks of private certifiers and BASIX compliance at OC stage.

#### **9. New requirement for embodied Carbon emissions**

- The development of a new BASIX Material index is supported.
- The development of an embodied carbon emissions target is supported as long as it is is separate to the existing operational energy carbon emissions target.

#### **Recommendations:**

- That the NSW Government exhibits the BASIX Material index once it is ready for testing, including the methodology.

Waverley Council submission, January 2022

#### **10. Merit Assessment Pathway**

It is noted that an alternate pathway to BASIX compliance is being proposed, called the 'Merit Assessment Pathway' (MAP). Clear requirements around the professions that are authorised to perform assessments are supported.

#### **Recommendations:**

- That the MAP has a strong governance process and a transparent methodology which is published in the public domain.
- That the MAP is required to use the front end of BASIX to ensure electronic data is still captured in relation to the building, e.g. thermal loads.
- That assessment of developments going through the MAP occurs through a non-Council process, such as the NSW DPIE's BASIX Team for assessment, and not through Council's normal DA process as Councils are not resourced to deal with multiple systems.
- That the MEP must be as robust (or better than) the current BASIX tool, meet clear carbon/water reduction targets, be able to quantify greenhouse/potable water savings, be built for all residential building sectors.
- That the BASIX Completion Receipt continues to apply, and that adequate funding is given to educate certifiers to ensure that this is completed as legislated.

#### **11. BASIX Water and BASIX Alterations & Additions**

- It is noted that neither the BASIX Water Index nor the Alterations & Additions tool are currently being revised.
- The *Future Proofing Residential Development to Climate Change* project has highlighted concerns with outdated calculations in the BASIX Water tool in regard to landscaping and outdoor irrigation, especially in relation to future climate scenarios.
- The *Future Proofing Residential Development to Climate Change* project also conducted a review of the BASIX Alterations & Additions tool, which would help to inform a broader review by the Department.

#### **Recommendations:**

- That the BASIX Water index is reviewed in 2022.
- That feedback from Councils is sought regarding compliance around landscaping in the tool, and as part of this, species lists are updated with Future species lists (such as identified through the [Which Plant Where](#) tool) to ensure that the species we are planting today will be resilient as the climate warms.
- That the BASIX Alterations & Additions tool is reviewed as soon as possible.

**REPORT**  
**CM/7.17/22.02**

**Subject:** Curlewis Street/Old South Head Road - Strategic Planning and Urban Design Review

**TRIM No:** A21/0547

**Author:** Patrick Hay, Strategic Planner

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

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**RECOMMENDATION:**

That Council:

1. Progresses a strategic investigation of the Curlewis Street West centre and Old South Head Road that:
  - (a) Investigates the urban design implications of increased density in the Curlewis Street West centre and along Old South Head Road.
  - (b) Explores different height and density options and their implications.
  - (c) Engages the community and landowners to undertake a co-design exercise.
  - (d) Considers a coordinated approach to ensure any up-zoning creates community benefits and is in keeping with the strategic vision of Waverley.
2. Notes that the study will commence in the last quarter of this financial year and will be funded within existing allocations in the Planning, Environment and Regulatory operational budget for 2021–22 and 2022–23.

**1. Executive Summary**

The Curlewis Street West centre is recognised in the Our Liveable Places Centres Strategy as having a high capacity for evolving into a lively mixed-use centre. The centre is bound predominantly by Old South Head Road and Beach Road. Old South Head Road connects the Curlewis Street Centre with employment opportunities and amenities in Bondi Junction, whilst Beach Road leads to recreational opportunities in Bondi Beach. The strategic location of the Centre attracts development interests and makes it a possible location for higher densities.

Council officers are aware of two potential planning proposals seeking to increase development density in the Curlewis Street West centre, whilst recent development applications in the area also demonstrate an appetite to increase density. A co-ordinated approach that looks at the wider area is vital for Council to ensure a consistent planning response to community needs and redevelopment opportunities, and to prevent an ad-hoc approach to increasing density. Officers recommend that a strategic investigation is undertaken to explore different options that consider height, density, land use, character and transport.

## 2. Introduction/Background

Recent years have seen development interests arise in the Curlew Street West centre that went beyond existing development standards. The Our Liveable Places Centres Strategy identifies the Centre as having long-term redevelopment potential and recognised that further research is required as part of any future planning proposal. The desired future character of the Centre is for 'it to be a revitalised and vibrant centre ideally located between the harbour and the beach'. The OLP Strategy identifies one block in the centre as a potential redevelopment site, identified in Figure 1.

### 7.6.1 Zoning and Uses



Figure 1. Extract from Our Liveable Places Centres Strategy

In November 2021, Council officers became aware of possible Planning Proposals for sites in the area shown in the diagram above fronting Curlew Street and Old South Head Road. These PPs, if submitted, will propose an increase to Height of Buildings (HOB) and Floor Space Ratio (FSR). Two internal workshops were held by the Strategic Town Planning team and the Urban Design team to discuss the implications and strategic merit of such changes. Council officers identified that a holistic approach looking at the wider urban context needs to be taken to adequately address any precedents that may be set by future planning proposal in the area.

In addition, as part of the recent public exhibition of the draft Waverley Local Environmental Plan 2022 (to be reported to Council at a later date), a joint submission was received from a number of landowners within close proximity to the abovementioned sites, fronting Beach Road and Blair Street North Bondi. These properties are currently proposed to be rezoned from R3 to B2 in the Draft Waverley Local Environmental Plan, in line with the proposed changes set out in Council's Our Liveable Place Centres Strategy. In response to the exhibited proposed changes, the landowners have requested that in addition to the change to zoning, Council also consider further changes to the height and density controls for their properties, or that the proposed change to the zone not proceed.

## 3. Relevant Council Resolutions

Nil.

## 4. Discussion

### Development interest

Development interest for higher density in the Curlewis Street West centre is demonstrated by a recent development application (DA-348/2020) that proposed a three-storey residential flat building at 4 Blair Street, North Bondi. The application was refused by the Waverley Local Planning Panel in March 2021 due to its significant exceedance of the FSR development standard (exceeds the FSR standard by 119%) under Waverley LEP 2012. The inappropriate building envelope and the significant exceedance of the FSR development standard makes the proposed development unacceptable for the area. At the time of assessment, the Our Liveable Places Strategy was still in draft form and did not have any statutory weighting in the assessment of the application. The applicant referenced the draft strategy and argued that the proposal is in line with the 'desired' future character of the site and its immediate surrounds. The Panel however commented that the overall intention of the draft Strategy was for a holistic uplift of the street block and a desire for site amalgamation, rather than ad hoc redevelopment of individual sites.

The potential for future PPs and the request from multiple other landowners within the vicinity to consider changes to the planning controls to their properties, further demonstrates the need for a strategic investigation of the wider area. Assessment of ad-hoc planning proposals and the redevelopment of individual sites that exceeds existing development standard would likely cause undesired impacts to the character of the neighbourhood and result in inconsistent streetscapes.

### Strategic alignment

The Curlewis Street West centre is identified in the Our Liveable Places Strategy as having long-term redevelopment opportunities given it is located along a key strategic route that seeks to connect Bondi Beach to Rose Bay Ferry Terminal. Council's vision to support the 30-minute city includes improving bus services and connectivity between centres including along Bondi Road, Old South Head Road, Carrington Road, and between Bondi Beach and Rose Bay. It is ideally located near public transport links, and near many local destinations. Any redevelopment of the centre would require the provision of non-residential uses that would continue to support local residents. The Our Liveable Places Centres Strategy identified that low to mid rise buildings would be appropriate in this centre.

More broadly, a strategic plan to review the density of the area would potentially align with opportunities to deliver a co-ordinated approach providing housing in an ideal location, which may further meet or exceed the housing targets as required by the Department of Planning, Industry and Environment (DPIE), as well as provide opportunities to increase the local provision of goods and services, which is in keeping with the community resilience objectives of the Our Liveable Places Centres Strategy. In addition, the Waverley Local Strategic Planning Statement 2020 includes a key action to increasing the attractiveness and use of the active transport connection between Bondi Beach and Rose Bay along Curlewis Street, as well as the implementation of place-making projects along Old South Head Road (Figure 2). Furthermore, undertaking a strategic approach would provide Council with the opportunity to ensure any redevelopments are required to provide public benefits as determined through the community co-design process, for example affordable housing, high-performance buildings and other environmental outcomes, or certain allocations for specific retail or commercial types.



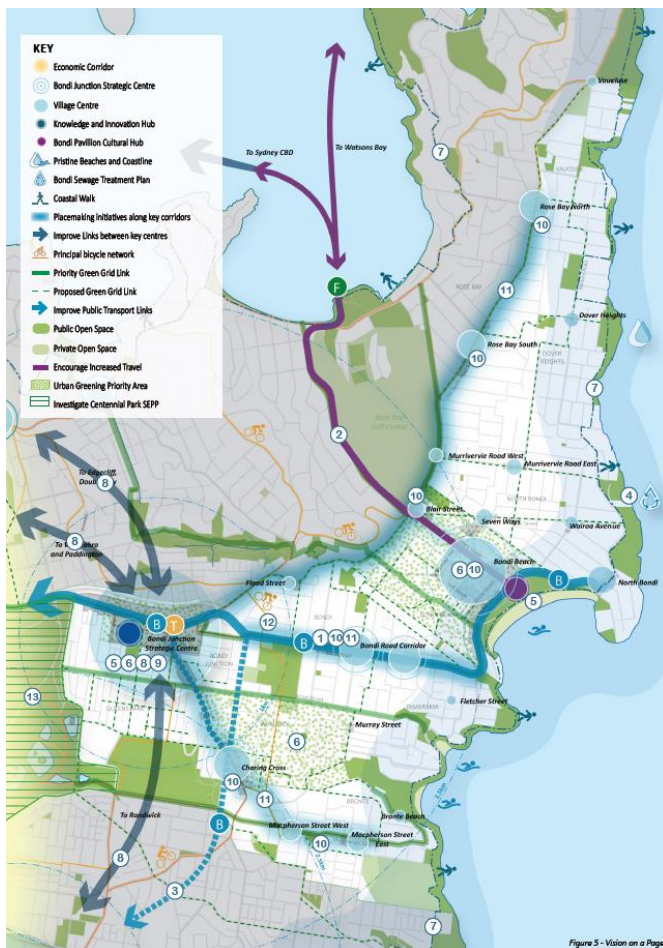


Figure 2. Excerpt from Waverley Local Strategic Planning Statement

## Resource implications

An ad hoc approach will on balance require further Council resources in the ongoing assessment and engagement processes of numerous proposals, as opposed to a co-ordinated Council-led approach. A holistic strategic study led by Council and involving a community co-design process, would aim to achieve a more appropriate urban outcome and reduce ongoing resources for Council. In addition, a co-design process and engagement would aim to provide the community with a greater sense of ownership and input into strategic planning matters. Lastly, Transport for NSW and the DPIE have expressed through the Local Housing Strategy work that a co-ordinated approach to increasing transport services is supported where there is strategic alignment between housing provision and service provision.

It is therefore recommended that an urban design study of the wider area be undertaken to explore different development options and the wider implications of any potential up-lift in the area.

## Financial

Three options for undertaking the study are outlined below:

- Option A – Council appoints a team of multidisciplinary consultants, including urban design, transport, community engagement, economic analysis.
- Option B – Council staff undertake a study, with the support of a community engagement consultant to coordinate the co-design process. Based on similar studies conducted for other councils, this would likely range between \$20,000 - \$40,000 ex GST, dependant on the level of input into the co-design portion of the study.

- Option C – Council request that any proponents of future planning proposals undertake a strategic study of the area as part of a Scoping phase for a future planning proposal.

These three options are elaborated upon below.

*Table 1. Options expanded below.*

Option	Pro	Con	Estimated cost
<b>A- Commission external consultants to undertake study</b>	<ul style="list-style-type: none"> <li>- Likely to be perceived as the most objective option by all parties</li> <li>- Internal resource allocation can be focussed on other matters</li> <li>- Likely to result in shortest timeframe</li> </ul>	<ul style="list-style-type: none"> <li>- Large cost to Council</li> </ul>	<ul style="list-style-type: none"> <li>- \$100,000 - \$150,000 ex GST</li> </ul>
<b>B- Undertake study in house, commission engagement consultant to assist</b>	<ul style="list-style-type: none"> <li>- Moderate cost to Council</li> <li>- Utilise knowledge and skill base of existing staff resources</li> </ul>	<ul style="list-style-type: none"> <li>- Potential to be perceived by the Proponents and/or the community as biased depending on the final outcome (could be managed)</li> <li>- Allocation of internal resources will compromise other strategic projects</li> <li>- Potential lack of staff resources given current vacancies in relevant teams</li> </ul>	<ul style="list-style-type: none"> <li>- \$20,000 - \$40,000 ex GST</li> </ul>
<b>C- Potential future proponent/s commissions study</b>	<ul style="list-style-type: none"> <li>- No cost to Council</li> <li>- Least internal resource allocation required</li> </ul>	<ul style="list-style-type: none"> <li>- Likely to be perceived as biased by the community and 'paid for' by the proponents</li> <li>- Uncertainty as to appetite for proponents to undertake strategic study (no requirement in the Planning Proposal process for a proponent to do this)</li> </ul>	<ul style="list-style-type: none"> <li>- No additional cost to Council</li> </ul>

Option B is recommended to be undertaken, to utilise the local knowledge and extensive skillset of Council staff, with help to engage and involve the community. This option also provides Council with greater control over the process, ensuring that the community will be adequately involved, and that a balanced approach to redevelopment is taken that takes into account all community views, including those of the proponents.

It is noted that should council not proceed with a strategic study, that it is likely that planning proposals for the centre will be lodged in the coming year, which will require the internal allocation of resources to undertake the assessment of these, in addition to any potential Rezoning Review processes, and subsequent development application lodgement and assessment processes. Accordingly, it is

recommended that a more strategic approach to this process is taken, which will involve allocation of staffing resources upfront.

## 5. Financial impact statement/Time frame/Consultation

### Financial

Financial implications have been addressed in the above discussion.

### Time frame

A summary of the time frame based on Option B is as follows:

*Table 2. Time frame.*

Date	Action/Milestone
15 February 2022	Council resolution
March 2022	Finalise project scope, prepare project brief and EOI. Invite suitable consultants to submit EOI. Council officers begin research component.
April 2022	Review EOI submissions and engage consultants.
May-August 2022	Urban design study/ strategic investigation completed
September 2022	Council report summarising findings and outlining next steps

### Consultation

A detailed communications and engagement plan will be prepared once consultants have been appointed for the urban design study.

## 6. Conclusion

This proposal to prepare an urban design study of Curlewis Street/Old South Head Road forms an important piece of work for the future of Curlewis Street Centre and Waverley. The urban design study will be the first step in creating a thriving centre with a variety of dwelling types and a density that suits community needs.

## 7. Attachments

Nil.

## REPORT CM/7.18/22.02



**Subject:** Voluntary Planning Agreement - 16A and 16B Llandaff Street, Bondi Junction

**TRIM No:** SF21/5338

**Author:** Emma Rogerson, Acting Senior Strategic Planner

**Director:** George Bramis, Acting Director, Planning, Environment and Regulatory

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### RECOMMENDATION:

That Council:

1. Endorses the draft planning agreement attached to this report applying to land at 16A and 16B Llandaff Street, Bondi Junction, offering a total monetary contribution of \$727,168, with \$181,792 (25%) to be allocated to the Waverley Affordable Housing Program and \$545,376 (75%) to be allocated to Waverley Street Mall upgrades and creative interventions, including repaving, creative lighting and outdoor media installations pursuant to the Creative Lighting Strategy, the Arts and Culture Plan and Strategic Asset Management 5, 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 Council's endorsement to execute the attached draft planning agreement associated with the approved development application DA-68/2017 at 16A and 16B Llandaff Street, Bondi Junction. The application was approved for the demolition of existing buildings and the construction of a nine-storey residential flat building with basement parking and offer to enter a planning agreement. The application was approved with a floor space exceedance of 281 sqm (total floor space ratio of 2.3:1), 16% over the permissible floor space ratio of 2.1:1.

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* (EP&A Act).

#### 2. Introduction/Background

The draft planning agreement offers a total monetary contribution of \$727,168 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 EP&A Act 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 \$727,168, with \$181,792 (25%) to go towards the Waverley Affordable Housing Program and \$545,376 (75%) to go towards Waverley Street Mall upgrades and creative interventions including re-paving, creative lighting and outdoor media installations pursuant to the Creative Lighting Strategy, the Arts and Culture Plan and Strategic Asset Management 5, in accordance with Council's planning agreement Policy 2014.

The contribution could support improvements within Waverley Street Mall outlined in the associated programs, strategies and plans. The decision to allocate funding is based on a review of feedback received from internal Council teams and from consultation to confirm community needs and wants and target additional funding to maximise benefit to the community.

##### Public exhibition of the draft planning agreement

The draft planning agreement was drafted in accordance with section 7.5 of the EP&A Act, which requires an agreement to be exhibited for a period of 28 days. The draft planning agreement and Explanatory Note were exhibited from Friday 22 October 2021 to Friday 19 November 2021, and included:

- Notice in the *Wentworth Courier*.
- Advertising on Council's Have Your Say website.
- Email notification to the Bondi Junction Precinct Committee.

##### Submissions

No submissions were received during the public exhibition period of this Voluntary planning agreement. As such it is assumed that the community have no objection to the drafted assignment of funds.

#### 5. Financial impact statement/Time frame/Consultation

Once the planning agreement has been executed, the applicant will be required to pay a total monetary contribution of \$727,168, in accordance 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 EP&A Act. It is recommended that Council endorses the attached draft planning agreement for execution.

#### 7. Attachments

1. Draft planning agreement [↗](#)
2. Explanatory note [↗](#) .

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**WAVERLEY COUNCIL**

**(Council)**

**AND**

**LEONARD BRENNER**

**(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

2021

**PARTIES**

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

**Leonard Brenner** of 124 Victoria Road, Bellevue Hill 2023 ("**Developer**")

**BACKGROUND/RECITALS**

- A.** The Developer is the registered proprietor of the Land with the benefit of the Development Consent.
- 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 7 March 2018 the Developer caused the Development Application to be made by Phine Investments on his behalf, to Council for development consent to carry out the Development on the Land.
- D.** On 4 June 2018 the Developer offered to enter into this Agreement to make the Development Contribution towards a public purpose in accordance with Council's Planning Agreement Policy if Development Consent was granted.
- E.** Development consent was granted on 13 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 Application, 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 as soon as possible after the Development Consent is granted and prior to the issue of any Construction Certificate for the Development that relates to works contained in DA-68/2017.

## 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 an irrevocable authority to Waverley Council to register and maintain a caveat on the Land, in a form acceptable to Council and executed by the owner of the Land, or such other form of owner's consent to caveat 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 Land 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;

**“Development Application”** means the development application referred to in item 3 of the Schedule;

**“Development Consent”** means the development consent granted in respect 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 referred to 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 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;

**“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 they have 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 they have 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 any Construction Certificate for the Development, the Developer will at their cost arrange and effect registration of this Agreement under s7.6 upon the title to the Land and as soon as possible will:
- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the owner of the Land and any other person the subject of the warranty in clause 8.3;
  - (b) produce or cause to be produced the title deed with NSW Land Registry Services and advise Council of the production number or provide a copy of the CoRD Holder Consent as may be applicable;
  - (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) 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, prior to the issue of any Construction Certificate relating to the Development, 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 5 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 consideration of the Developer's obligations herein to provide 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 service 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:

- (i) 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);
- (ii) 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;
- (iii) The mediator appointed pursuant to this Clause 11.5 must:
  - (a) Have reasonable qualifications and practical experience in the area of disputes; and
  - (b) 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;
- (iv) 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;
- (v) 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.
- (vi) 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.
- (vii) In relation to costs and expenses:
  - (a) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and

- (b) 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:

- (i) The dispute must be determined by an independent expert in the relevant field:
  - (a) Agreed upon and appointed jointly by the Council and the Developer; or
  - (b) 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;
- (ii) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (iii) 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;
- (iv) 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;
- (v) 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
- (vi) 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;
  - (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
  - (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 and any other monies due to Council under this Agreement are 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 and any other monies due to Council under this Agreement are paid in full to Council;
  - (d) unless the Development Contribution is paid to Council by the Developer upon entering into this Agreement, the Developer shall provide Council with the Caveat Form; and
  - (e) upon payment of the Development Contribution or surrender of the Development Consent, the Developer may request in writing the removal of the caveat 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 and has complied with all its obligations under 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, 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.

## 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 Leonard Brenner
2	Land 16A and 16B Llandaff Street, Bondi Junction NSW 2022 (Lot 1 in DP 181757 and Lot 2 in DP 181757 (Vol 4232 Fol 153))
3	Development Application DA-68/2017
4	Development (description) Demolition of existing buildings and construction of a 9 storey residential flat building with basement parking and offer to enter a Planning Agreement.
5	Development Contribution \$727,168.00
6	Public Purpose Waverley Affordable Housing Program (25%) and Waverley Street Mall upgrades and creative interventions including re-paving, creative lighting and outdoor media installations in accordance with <i>Waverley's Creative Lighting Strategy</i> , the <i>Waverley Arts and Culture Plan</i> and <i>Waverley Strategic Asset Management 5</i> (75%)
7	Development Contribution Date (Payment date for the Development Contribution) Prior to the issue of any Occupation Certificate for the Development
8	Developer Address 124 Victoria Road, Bellevue Hill 2023 Developer Fax n/a Developer Email phillipcbrenner@gmail.com Council Address Corner Paul Street and Bondi Road, Bondi

Council Fax  
Council Email

Junction NSW 2022  
(02) 9387 1820  
[info@waverley.nsw.gov.au](mailto:info@waverley.nsw.gov.au)

DRAFT

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

\_\_\_\_\_  
**EMILY SCOTT**

General Manager

\_\_\_\_\_  
**CLR PAULA MASSELOS**

Mayor

**EXECUTED by LEONARD BRENNER**

\_\_\_\_\_  
**LEONARD BRENNER**

\_\_\_\_\_  
**WITNESS**

**Name of Witness:**

## Explanatory Note

### 16A and 16B Llandaff Street, Bondi Junction Development Application No. DA-68/2017

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

#### Planning Agreement

The purpose of this explanatory note is to provide a summary to support the notification of a draft Planning Agreement under Section 7.4 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

This explanatory note has been prepared jointly as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000*.

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

#### 1 Parties

The parties to the Planning Agreement are Waverley Council (**Council**) and Leonard Brenner (**Developer**).

#### 2 Description of subject land

The land to which the Planning Agreement applies is the whole of the land being Lot 1 in DP 181757 and Lot 2 in DP 181757 (Vol 4232 Fol 153) known as 16A and 16B Llandaff Street, Bondi Junction (**Land**).

The Developer is the registered proprietor of the Land.

#### 3 Description of Development

The proposed development comprises demolition of existing buildings and construction of a 9 storey residential flat building with basement parking and offer to enter a Planning Agreement (**Development**).

#### 4 Background

On 7 March 2018, a development application, DA-68/2017, was lodged with Council (**Development Application**). An offer was subsequently made by the Developer in connection with the Development Application to enter into a Planning Agreement with Council and to make 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. Development Consent was granted on 13 June 2018.

## **5 Summary of Objectives, Nature and Effect of the Planning Agreement**

The objective of the Planning Agreement is to secure a public benefit in connection with the Development Application so that the Development delivers a community benefit.

The Planning Agreement requires the Developer to pay to Council a monetary contribution in the amount of \$727,168 to be applied towards the Waverley Affordable Housing Program (25%) and Waverley Street Mall upgrades and creative interventions including re-paving, creative lighting and outdoor media installations in accordance with *Waverley's Creative Lighting Strategy*, the *Waverley Arts and Culture Plan* and *Waverley Strategic Asset Management 5* (75%). The monetary contribution is payable to Council prior to any Occupation Certificate issuing for the Development.

The Planning Agreement is a binding relationship between Council and the Developer. The Planning Agreement requires the Developer to comply with certain requirements including registration of the Planning Agreement, provision of a Bank Guarantee and registration of a Caveat. The Planning Agreement contains a number of machinery provisions including in relation to dispute resolution and enforcement.

The Agreement does not exclude the application of Sections 7.11, 7.12 or 7.24 of the Act to the Development and the monetary contribution is not to be taken into consideration in determining any development contribution under Section 7.11 of the Act.

The effect of the Planning Agreement is a monetary contribution towards the Waverley Affordable Housing Program and Waverley Street Mall upgrades and creative interventions including re-paving, creative lighting and outdoor media installations in accordance with *Waverley's Creative Lighting Strategy*, the *Waverley Arts and Culture Plan* and *Waverley Strategic Asset Management 5*.

## **6 Assessment of the merits of the Planning Agreement**

### **(a) How the Planning Agreement promotes the public interest and the objects of the Act**

The Planning Agreement promotes the objects of the Act, in particular Section 1.3(a) of the Act, which is 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 and 1.3(d) of the Act, which is to promote the delivery and maintenance of affordable housing. The objects are satisfied as the Planning Agreement secures a monetary contribution towards the Waverley Affordable Housing Program and *Waverley's Creative Lighting Strategy*, the *Waverley Arts and Culture Plan* and *Waverley Strategic Asset Management 5*.

Public interest is promoted by virtue of the Planning Agreement because it assists Council in achieving Waverley Street Mall upgrades and creative interventions including re-paving, creative lighting and outdoor media installations among other things. The upgrades and installations seek to improve public health, safety and sustainability and increase the opportunity for community participation in arts and culture. In addition, the upgrades and installations will encourage business within and development of the precinct as an active, vibrant community with recreational and cultural facilities.

Further, public interest is promoted by virtue of the Planning Agreement because it assists Council in the provision of affordable housing and housing for low income and disadvantaged people within the community.

In addition, it assists in facilitating a socially diverse and inclusive community and enabling diverse social and economic groups to have similar opportunities for accommodation in the Waverley Local Government Area.

**(b) The impact of the Planning Agreement on the public or any relevant section of the public**

The Planning Agreement will benefit the public and local community including families, people of all ages and diverse communities as it seeks secure funds for Waverley Street Mall upgrades and creative interventions including re-paving, creative lighting and outdoor media installations which will positively affect the social and economic wellbeing of the precinct incorporating the Development and wider community. Both residents and visitors will benefit from the contribution under the Planning Agreement.

In addition, the Planning Agreement will benefit the public and local community as it seeks to improve and maintain access to affordable housing in the Waverley Local Government Area and facilitates a diverse social mix.

There is considered to be no negative impact on the public arising from the Planning Agreement.

**(c) The planning purpose(s) served by the Planning Agreement**

The Planning Agreement facilitates the provision of (or the recoupment of the cost of providing) affordable housing and public amenities and/or the funding of recurrent expenditure relating to the provision of affordable housing and public amenities. In addition, the Planning Agreement facilitates the conservation or enhancement of the natural environment. Affordable housing, public amenities and conservation or enhancement of the natural environment are public purposes under Section 7.4(2) of the Act.

The Planning Agreement implements Council policy and legislative provisions around affordable housing, public amenities and conservation or enhancement of the natural environment.

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

**(d) How the Planning Agreement promotes the guiding principles for Councils (previously referred to as Council's Charter) under section 8A of the Local Government Act 1993**

The 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 open space/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 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 Program, in doing so Council exercises community leadership in an area of concern to the wider community.

**(e) Whether the Planning Agreement conforms with the Council's Capital Works Program**

The Planning Agreement is not inconsistent with the Council's Capital Works Program.

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

The following requirements of the Planning Agreement must be complied with before:

- (i) A construction certificate is issued:** registration of the Planning Agreement, provision of a Bank Guarantee and registration of a Caveat.
- (ii) An occupation certificate is issued:** payment of the monetary contribution.
- (iii) A subdivision certificate is issued:** Not applicable.

## REPORT CM/7.19/22.02



**Subject:** Mill Hill Cafe, 31-33 Spring Street, Bondi Junction - Lease - Exhibition

**TRIM No:** A21/0147

**Author:** Andrew Best, Executive Manager, Property and Facilities

**Director:** Sharon Cassidy, Acting Director, Community, Assets and Operations

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### RECOMMENDATION:

That Council:

1. In accordance with section 47A of the *Local Government Act 1993*, publicly notifies and exhibits for a minimum of 28 days Council's intent to grant a lease of up to five years in relation to the Mill Hill Café at the Mill Hill Community Centre, 31–33 Spring Street, Bondi Junction.
2. Notes that, in accordance with section 47A of the *Local Government Act 1993*, a report will be prepared for Council at the end of the exhibition and notification period should any submissions to the proposal be received.
3. Subject to no submissions being received, approves the granting of the lease.
4. Notes that a tender process will be undertaken to appoint a tenant for the Mill Hill Café in coming weeks, with a report to be brought back to Council seeking endorsement to award the lease to the preferred tenderer.

### 1. Executive Summary

The design of the upgrade of the Mill Hill Community Centre and Boot Factory includes the construction of a new café to service both visitors and users of the precinct.

Section 47A of the *Local Government Act 1993* (the Act) requires that if a council proposes to grant a lease in respect of community land for a period of five years it must publicly notify and exhibit the proposal for a period of no less than 28 days.

This report seeks Council approval to publicly exhibit the intent to lease the Mill Hill Café, located in the Mill Hill Community Centre, 31–33 Spring Street, Bondi Junction.

### 2. Introduction/Background

At its meeting on 8 December 2020, Council endorsed the reconfiguration of the ground floor of the Mill Hill building as a section 4.55 modification of the approved Boot Factory adaptive reuse project.

The redesign of the ground floor of Mill Hill includes the provision of a café at the Spring Street end of the building. Officers will be commencing a Tender process in the near future to appoint a suitably qualified food and beverage operator to run the café.

The construction project commenced in early 2021 with the building expected to be completed and operations recommencing in late 2022.

### 3. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Council 8 December 2020	CM/7.11/20.12	<p>That Council:</p> <ol style="list-style-type: none"><li>1 Endorses the reconfiguration of the ground floor of the Mill Hill building, as set out in the attachment to the report.</li><li>2 Lodges a section 4.55 modification for the proposed reconfiguration of the ground floor of the Mill Hill building.</li><li>3 Notes that, at its meeting on 17 March 2020, Council delegated authority to the General Manager to accept tenders other than tenders for contracts to provide services currently provided by members of staff.</li><li>4 Notes that the General Manager, subject to a successful tender process, intends to award the tender for construction of the project under delegation in early January 2021.</li></ol>

### 4. Discussion

Section 47A of the *Local Government Act 1993* (the Act) requires that if a council proposes to grant a lease in respect of community land for a period of five years it must publicly notify and exhibit the proposal for a period of no less than 28 days. Should any submissions be received through the notice period, a report will be brought back to Council to deal with the responses in accordance with section 47(4) of the Act.

The Act requires that information in relation to the land intended to be leased, the term of the lease and the use of the premises be provided in the public notice.

The details of the lease are as follows:

- Land – Part of the premises known as Mill Hill Community Centre. Comprising of an internal area of approximately 110 m<sup>2</sup>. A section 455 application to the approved development application for the Boot Factory Adaptive Reuse Project will be submitted in coming weeks seeking approval for an area of approximately 40 m<sup>2</sup> of external outdoor seating, as indicated in the plan below.

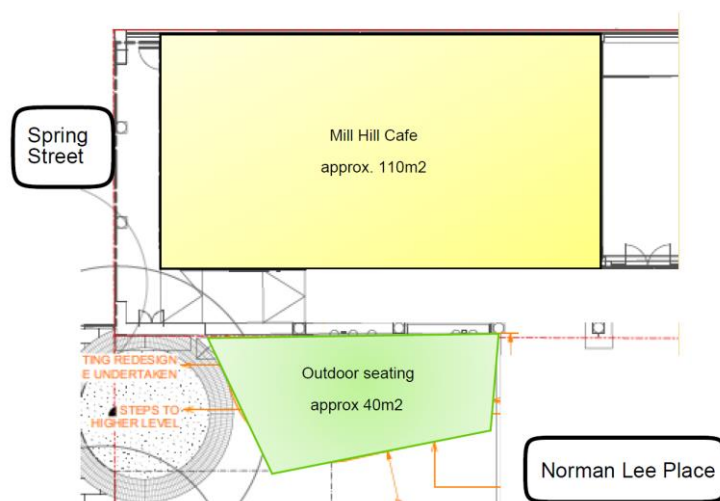


Figure 1 – Plan of Mill Hill Café and outdoor seating area.

- Term – The proposed term of the lease is three years with a two-year option.
- Use – the lease will be offered for the operation of a café providing food and beverage services from the premises. In addition, providing catering services to the various activities and services located in and operating from the Mill Hill Boot Factory precinct.

A tender process to appoint a future tenant will commence in the coming weeks with a report to be brought back to Council on the outcome, seeking endorsement of the lease award.

The current upgrade project includes the internal fit out of the café, which means that the new tenant will be required to undertake only minor works prior to commencing operations.

## 5. Financial impact statement/Time frame/Consultation

There are no major financial implications for Council approving the public notification and exhibition of the proposal to grant a lease for the Mill Hill Café. The administrative costs related to undertaking the public exhibition process will be allocated from existing operating budgets.

The community will be able to provide feedback on the proposal to lease the café through the public exhibition period. Should any submissions be received, a further report will be brought back to Council for consideration.

## 6. Conclusion

It is recommended that Council approve officers publicly exhibiting the intent to lease the Mill Hill Cafe for no less than 28 days in accordance with section 47A of the *Local Government Act 1993*.

## 7. Attachments

Nil .

## REPORT CM/7.20/22.02



**Subject:** Bronte Park - Barbecue Location

**TRIM No:** A16/0168

**Author:** Bianca Simpson, Service Manager, Open Space and Recreation

**Director:** Sharon Cassidy, Acting Director, Community, Assets and Operations

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### RECOMMENDATION:

That Council approves the installation of barbecues in Bronte Park as set out in the report.

#### 1. Executive Summary

The barbecues in Bondi Park, Biddigal Reserve and Bronte Park were old and had reached the end of their life. The state of the barbecues presented a health hazard due to black mould growing within the old brick surrounds and required a frequent an expensive maintenance regime.

The positioning of the old barbecues in Bronte Park was problematic due to a conflict with dogs in the park, amenity and access, these issues were raised during the development of the Bronte Park Plan of Management 2017, the plan recommended to relocate and decentralise the barbecues to address this feedback.

Late in 2021 a contractor was engaged to supply and install new barbecues. The barbecues were replaced in the same location as pre-existing ones in Bondi and Biddigal Parks however the Bronte barbecues were adjusted with consideration to the previous consultation and adopted plans. Works began on site in December 2021 but were stopped to allow a Council report to be prepared to present the rationale behind the location of the new barbecues in Bronte Park.

#### 2. Introduction/Background

Picnicking and barbecuing in Bronte Park is an extremely popular activity. There were two sets of barbecues in Bronte Park with four hot plates at each location, providing 8 barbecue hotplates in total. In developing the Plan of Management (PoM), a range of consultation activities were undertaken to gain community feedback and suggestions of the future management of Bronte Park and Beach. There were two stages of consultation, firstly in July and August 2016, with a second stage following in April and May 2017.

Feedback received during the first round of consultation raised issues with the existing barbecue locations with 37% people stated that they would use the BBQ and picnic shelters more if they were upgraded. Issues raised by the community during this first stage of consultation included:

- The two large banks of barbecues are difficult to use requiring users to walk some distance from their picnic location to use a barbecue.
- The barbecues are popular and often see large groups forming around the two barbecue stations which is intimidating and can see queues of people waiting to use the facilities.
- One of the barbecues is located near an access path, people using this barbecue impose on this path.

- The barbecues are not family friendly as there is no oversight from the barbecues to the children's playground.
- The barbecue near the surf club is unappealing due to its outlook onto a rubbish bin collection area.
- The barbecues are old and need replacing.

Suggestions were made to locate a barbecue on the upper level in the northeast corner of the park adjoining the picnic shelters.

On this basis it was suggested that the barbecues be split from two stations of 4 hot plates to 4 stations of 2 hot plates (no net loss or gain of barbecues) which would enable fair distribution of the barbecues around the picnic area to address the issue of overcrowding around the barbecues. Plans were drawn up recommending locations, these plans were available for comment during the second round of consultation. In responding to the suggested plan 72% of people were supportive. During this stage of consultation, 190 submissions were received.



Figure 1. Recommended location of barbecues as presented in the Bronte Park and Beach Plan of Management.

In July 2021, Council engaged a contractor to supply and install new barbecues. In Bondi Park and Biddigal Reserve the barbecues were replaced in the same location with the expectation that they would be moved once these spaces were upgraded, for example the barbecue near the playground would need to move to accommodate an upgrade to this facility. As there is no planned upgrade to Bronte Park, the barbecues were relocated to align with the locations suggested in the Plan of Management which was supported the majority in the community and Council at the time.

### 3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Operations Committee 4 July 2017	OC/5.1/17.07	That Council: 1. Receive and note this report.  2. Note the findings from the Public Exhibition period (refer Attachment 1).  3. Adopt the Bronte Park and Beach Plan of Management



		<p>2017 Adopt the Bronte Park and Beach Plan of Management 2017 ('Bronte POM' - refer Attachment 2) with the recommended amendments in the officers' report, subject to the following additional amendments:</p> <ul style="list-style-type: none"> <li>a. Amend bullet point 4, Clause A3.4 (page 91 of the Council Agenda / page 57 of the attached Bronte POM), to read: <ul style="list-style-type: none"> <li>i. Creative lighting to trees, the baths and other park features that do not impact upon nocturnal fauna.</li> </ul> </li> <li>b. Amend clause A5.3 (page 92 of the Council Agenda / page 59 of the attached Bronte POM), to read: <ul style="list-style-type: none"> <li>i. Replace furniture and fixtures when they reach the end of their life with Council's preferred palette as identified in the Public Domain Technical Manual and in keeping with heritage values as defined by our various heritage plans.</li> </ul> </li> <li>c. Replace bullet point 1, clause B1.1 (page 96 of the Council Agenda / page 62 of the attached Bronte POM ) with: <ul style="list-style-type: none"> <li>i. Relocate existing accessible parking within Bronte Park to the Bronte cutting car park.</li> <li>ii. Provide compliant accessible pathways to universal access car parking spaces, including compliant kerb ramps and landings.</li> </ul> </li> <li>d. Amend bullet point 3, clause B1.5 (page 97 of the Council Agenda / page 63 of the attached Bronte POM), to read: <ul style="list-style-type: none"> <li>i. The Coastal Walk in the Bronte Cutting – Investigate options to provide a dedicated pedestrian pathway that links the Coastal Walk to Bronte Park and Beach including the feasibility of a cliff top pathway from the Bronte Cutting car park pathway to Calga Reserve.</li> </ul> </li> <li>e. Amend bullet point 2, clause B3.2 (page 99 of the Council Agenda / page 65 of the attached Bronte POM), to read: <ul style="list-style-type: none"> <li>i. Provide information on swimming groups at Bronte Baths.</li> </ul> </li> <li>f. Replace bullet point 2, clause B4.1 (page 101 of the</li> </ul>
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		<p>Council Agenda / page 67 of the attached Bronte POM) with:</p> <ul style="list-style-type: none"> <li>i. Provide a new family, unisex compliant accessible combined toilet and shower facility with baby-change facilities to service the Bronte Bath, Bogey Hole, and southern end of Bronte Park.</li> <li>ii. Investigate options for a stand-alone unisex compliant accessible toilet and shower facility with baby change facilities adjacent to the southern amenities building.</li> <li>g. Amend bullet point 3, clause C2.2 (page 106 of the Council Agenda / page 73 of the attached Bronte POM), to read: “Undertake design options for consideration including heritage values of the park”.</li> </ul>
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#### 4. Discussion

In planning for the barbecue replacement detailed setout plans were drawn up based on the locations shown in the PoM. The following site constraints also informed the final barbecue locations:

- Detailed investigation into the location of power ruled out the possibility of a barbecue to the north of the surf club on the upper level of the park.
- The *Companion Animals Act 1998* rules that dogs are prohibited (on or off-leash) within 10 metres of playgrounds and food preparation areas i.e. barbecues. The barbecues must not be near paths and thoroughfares used by dogs. The current barbecue location at the back of the surf club is 4 metres from a path so does not meet this requirement. Refer to figures 2 and 3 illustrating areas where dogs are prohibited.
- Even distribution adjoining picnic shelters to allow ease of access and opportunity for sharing the barbecues.
- Location on flat ground to avoid the need for retaining walls.
- Location of one barbecue near the children’s playground to support family groups picnicking and barbecues. The Plan of Management allows for a path to be constructed to the playground which can also connect to the barbecue. This would ensure the BBQ, a picnic shelter and the playground met accessibility requirements.
- The new barbecue locations consider park amenity, the barbecues are discretely located behind trees and have a good outlook amongst the picnic areas, shade trees and grass.
- The large grass area adjoining the picnic area should be kept clear to enable informal ball games to be played.



Figure 2. Existing barbeque location.

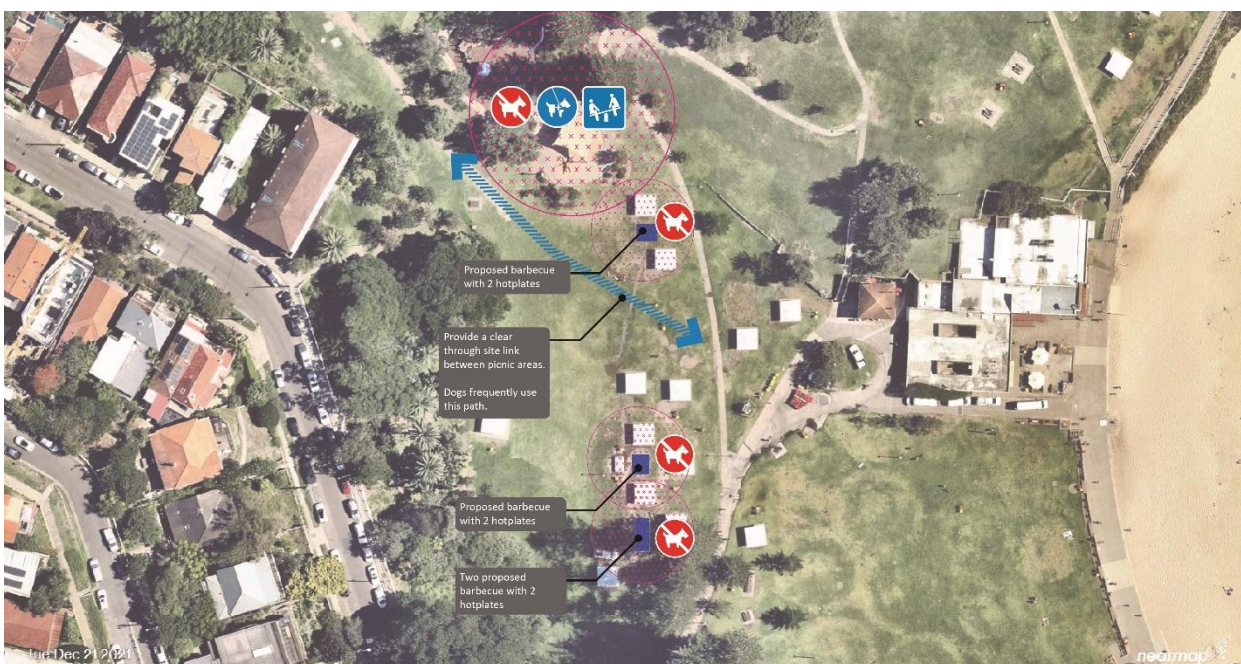


Figure 3. Proposed barbeque location.

## 5. Financial impact statement/Time frame/Consultation

### Financial impact

The original contract sum for the supply and installation of the barbecues is \$135,370.20 (three sites of Bronte, Bondi and Biddigal). Some electrical upgrade works were required at Bronte Park costing approximately \$45,000.

As there was a stop work order on the installation of the Bronte Park barbecues to enable time to respond to community concerns, it is expected that the contractor will put in a variation to remobilise on site. Delay costs have not been submitted but are expected to be limited to the cost of site fencing and site setup.

**Time frame**

The contractor is ready to install the barbecues once a decision is reached by Council if decided to proceed with the locations as planned. Ausgrid also needs to be engaged to disconnect the electrical connection near the existing barbecue, this can process once a decision is reached. There may be some delay in construction if the barbecues are moved to allow for electrical connections, demolition of concrete and new slabs.

**Consultation**

Community and Council consultation was undertaken when drafting the Bronte Park and Beach Plan of Management. This process identified issues with the current barbecue locations and tested ideas to replace the larger barbecues with smaller units and relocate around the picnic shelters at the back of the park. The majority of (72%) the community were supportive of the relocated barbecues.

**6. Conclusion**

The barbecues at Bronte need to be replaced as they are no longer fit for purpose. Due to site constraints and issues with the location of the pre-existing barbecues, it is recommended that the barbecues be relocated as shown in Figure 3.

**7. Attachments**

Nil.

## REPORT CM/7.21/22.02



**Subject:** Tender Evaluation - Glenayr Avenue Streetscape Upgrade  
- Construction Phase Services

**TRIM No:** A21/0504

**Author:** Cameron Eccles, Project Manager, Civil Infrastructure

**Director:** Sharon Cassidy, Acting Director, Community, Assets and Operations

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### RECOMMENDATION:

That Council:

1. Treats the tender evaluation attached to the 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)(d)(i) of the *Local Government Act 1993*. The tender evaluation contains commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person(s) who supplied it.
2. Declines to accept any of the tenders for construction phase services for the Glenayr Avenue Streetscape Upgrade, in accordance with clause 178(1)(b) of the *Local Government (General) Regulation 2021*.
3. Declines to invite fresh tenders or applications as referred to in clause 178(3) (b)-(d) of the *Local Government (General) Regulations 2021*.
4. In accordance with clause 178(3)(e) of the *Local Government (General) Regulation 2021*, authorises the General Manager to enter into negotiations with the top three ranked tenderers, as shown in the tender evaluation attached to the report, to agree contract terms.
5. Authorises the General Manager, or delegated representative, to finalise and agree terms, entering into a contract on behalf of Council with the preferred tenderer following negotiations.
6. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2021*.

#### 1. Executive Summary

The purpose of this report is to seek Council's approval to decline all tenders received and directly negotiating with the three preferred tenderers for head contracting services, as recommended by the Tender Evaluation Panel (TEP).

#### 2. Description of Service

Glenayr Avenue is a key thoroughfare in the heart of Bondi Beach. The street is comprised of both residential and commercial sections and caters for general traffic, pedestrians and public transport (buses).

Glenayr Avenue between Hall Street and Warners Avenue has been identified for upgrade, largely due to Council's aging assets. Also, Waverley Council has been allocated funds through the Federal Government's



Local Roads and Community Infrastructure Grant Agreement and this has in part enabled Council to opt for an overall streetscape upgrade, rather than a like for like replacement of assets.

The design stems from community consultation undertaken in 2019 as part of the Our Liveable Places Centres Strategy, which identified opportunities for improving Glenayr Avenue, including:

- Planting and greenery
- Accessibility for people of all abilities
- Safe movement for pedestrians e.g., more zebra crossings, pedestrianisation of some areas
- Night-time entertainment and trading
- Places for the arts and creativity
- Retaining the smaller, active local feel of the centre.

These ideas are key to achieving broader improvements in public realm, accessibility, transport and sustainability.

### 3. Scope of Tender

The successful contractor will be engaged as the head contractor for the works and will be responsible for engaging all necessary subcontractors to meet the project principles and scope of works.

The scope of works involves:

- Upgrade of Glenayr Avenue road corridor between Hall Street and Warners Avenue.
- Activities associated with the demolition and construction of the project, including but not limited to, kerb and gutter, footpath, street lighting, road pavement, tree pits, paving, etc.
- Co-ordination with different parties and authorities for the works, including but not limited to, any adjustments to level existing or construction of new service pit covers, relocation of Optus and Telstra infrastructure, etc.
- Supply or salvage and install of all relevant hardscape and softscape, including but not limited to, all relevant signage, light poles, wayfinding tools, pavers, trees, planting, etc.
- Setting out, supply and application of new paved roads and road marking materials.
- Installation of new streetlighting/multifunction poles.

The project has been divided into two separable portions. Separable portion 1 is defined as works on Glenayr Avenue between Hall Street and Curlewis Street. Separable portion 2 is defined as the prescribed works on Glenayr Avenue between Curlewis Street and Warners Avenue.

### 4. Reason for Tender

There is no suitable panel in place for delivery of these works. Hence, a tender was required.

### 5. Relevant Council Resolutions

Meeting and date	Item No.	Resolution
Operations and Community Services Committee 14 September 2021	OC/5.4/21.09	That Council:  1. Publicly exhibits the Glenayr Avenue Streetscape Upgrade Concept Design attached to the report (Attachment 3) for 24 days.  2. Notes that the community consultation report will be circulated to Councillors following the exhibition

		<p>period and the concept design, including any proposed updates resulting from the community consultation, will be presented at the Councillor workshop in October.</p> <p>3. Notes that traffic-related changes will be presented to the Waverley Traffic Committee for review, with subsequent consideration by Council.</p> <p>4. Notes that the Local Roads Community Infrastructure Fund, as part of the Federal Government Stimulus Package, is contributing to the project and may require officers to submit a 'program variation request' to the Federal Department of Infrastructure, Transport, Regional Development and Communications seeking to vary the construction deadline to 30 June 2022.</p>
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## 6. Discussion

### Invitation to tender

A Tender Evaluation Panel was established to evaluate the tenders. The Panel consisted of:

- Cameron Eccles – Project Manager Civil Infrastructure – Major Projects
- Rodhan Haughton – Senior Project Manager – Major Projects
- Nikolaos Zervos – Manager, Asset Systems and Planning – Infrastructure Services

The evaluation was witnessed by Council's Procurement Officer, Maria Sun.

The RFT evaluation criteria were developed and approved by the panel on 7 December 2021.

Tenders were called on 14 December 2021.

Tenders closed on 1 February 2022 at 9.00 am.

### Tenders received

The following tenders were received:

- CA & I Pty Ltd.
- Hibernian Contracting Pty Ltd.
- Mack Civil Pty Ltd.
- Mansour Paving Aust Pty Ltd.
- MSA Civil and Communications.
- Quality Management & Construction Pty Ltd T/A QMC Group.

### *Non-conforming tenders*

The tender submitted by Hibernian Contracting Pty Ltd was deemed to be non-conforming due to the fact no member of Hibernian contracting Pty Ltd attended one of the two mandatory online tender briefings held on 21 December 2021 and 11 January 2022. As outlined in section 2.17 of Volume 1 (Conditions of Tendering) at the panel's discretion the submission was considered and evaluated.

### *Alternative tenders*

An alternative tender was received from Quality Management & Construction Pty Ltd T/A QMC Group.

### **Conforming Tenders**

The following tenders met the mandatory requirements and proceeded to a detailed evaluation:

- CA & I Pty Ltd.
- Mack Civil Pty Ltd.
- Mansour Paving Aust Pty Ltd.
- MSA Civil and Communications.
- Quality Management & Construction Pty Ltd T/A QMC Group.

The non-conforming tender from Hibernian was evaluated as if it were a conforming tender.

The alternative tender from Quality Management & Construction Pty Ltd T/A QMC Group was not evaluated.

### **Tender evaluation**

The panel assessed the conforming tenders against the following evaluation criteria (not including weightings):

- Methodology and staging.
- Program and capacity.
- Demonstrated experience in delivery of similar projects, including key personnel experience and skill.
- Environmental and sustainability.
- Lump sum price.

Tenders were given a score on each of the evaluation criteria and ranked in accordance with their scores. Final scores and rankings are shown in the confidential tender evaluation attached to this report.

The non-conforming tender submission was evaluated using the same methodology as the conforming tender submissions.

The tender evaluation panel sought clarifications on submissions from the following contractors:

- CA&I.
- Mack Civil.
- Quality Management & Construction Pty Ltd T/A QMC.

### **Tender Evaluation Panel's recommendation**

The TEP recommends that Council declines to accept all tender submissions and negotiates with the three preferred tenderers.

The three preferred tenderers are separated by less than 1.2 points in evaluation ranking. Further, each of the three preferred tenderer's proposals contained uncertainties relating to scope or price inclusions that requires certainty so as not to place Council at increased risk in the delivery of the project.

The negotiation protocol is as follows:



1. Issue a letter to the non-preferred Tenderers advising them that their Tenders were unsuccessful.
2. Issue a letter to the three preferred Tenderers inviting each preferred Tenderer to participate in a negotiation process in relation to discussing their tender submissions.
3. Issue to each preferred Tenderer who submits a signed acceptance form, a request for further detail on the submitted proposals.
4. Afford each preferred Tenderer a limited time frame to return a response to Council.
5. Council in its discretion can then elect to proceed further with one or more of the preferred Tenderers by either:
  - (a) conducting negotiation meetings with the preferred Tenderer; or
  - (b) issuing a further written draft of the contract documentation to the preferred Tenderer.

## **7. Financial impact statement/Time frame/Consultation**

### **Financial impact statement**

The budget for Glenayr Avenue Streetscape Upgrade – Construction Phase Services is funded from 2020–21 - RC - Glenayr Avenue - Blair Street to Hall Street.

The current total budget allocation for the 2020–21 - RC - Glenayr Avenue - Blair St to Hall St project is \$1,810,112.

The total anticipated funding required for the construction phase services is above the allocated budget. Council officers have requested a variation to the available budget as part of the Q2 process.

The Q2 amendment seeks to increase the budget by \$1,874,609 by allocating the recently negotiated and received funding from Ausgrid to restore damaged council assets, making the total budget allocation for the project \$3,684,721. It is anticipated that the total project cost will be \$4,749,290.

There are sufficient funds to cover the SP1 price tendered by the recommended tenderers within the current financial year. However, any required budget shortfall will be included in the 2022–2023 Capex annual budget.

### **Time frame**

It is anticipated that the contractor appointed after negotiations will commence construction works late March 2022.

SP1 Construction works are programmed to be completed by 30 June 2022 to fulfil the federal grant requirements.

### **Consultation**

Extensive consultation has been undertaken throughout the development of this project. Council officers will continue to provide regular community updates throughout the construction period.

## **8. Conclusion**

The TEP recommends that Council declines to accept all tender submissions, negotiates with the top three preferred tenderers to agree contract terms and authorises the General Manager, or delegated representative, to agree terms and enter into a contract on behalf of Council with a preferred tender following negotiations.

**9. Attachments**

1. Tender evaluation (confidential) .

## NOTICE OF MOTION CM/8.1/22.02



**Subject:** Solar on Residential Strata Buildings

**TRIM No:** A20/0448

**Submitted by:** Councillor Murray

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### MOTION:

That Council:

1. Liaises and meets with industry experts, Councillors and local sustainability experts to assist design and recommend best practice options for Council to enable the uptake of solar in residential strata buildings in the Waverley local government area.
2. Identifies any eligible grants from bodies such as the Australian Renewable Energy Agency (ARENA) that may be able to support the implementation of the project.
3. Officers prepare a report to Council that outlines the costs, timelines and requirements of this project, including any procurement issues.
4. Implements the program into the next Environmental Action Plan

### Background

Council has committed to net zero by 2030 and would like to assist residents who live in apartments to achieve lower carbon emissions and energy costs.

Apartments make up 66% of Waverley's housing stock and are responsible for generating almost 30% of the community's greenhouse gas emissions. Additionally, separate and attached houses comprise the remaining 34% of housing stock and contribute a further 20% of Waverley's total community emissions from all sources. A key focus in delivering carbon emission reduction targets in our community is improving efficiencies in our existing building stock and increasing the uptake of renewable energy.

### Solar my Strata

Over the past two years, Council has worked successfully with the strata sector with our Building Futures Program; by assisting medium-large buildings reduce their common area energy consumption via identifying and implementing energy efficiency retrofits such as lighting upgrades. Solar power has been investigated in approximately 70% of the 30 buildings that have participated in Building Futures, with only a couple of successful installations.

In 2020–21, Council piloted a Solar my Strata program to test ways to assist small strata buildings (2–40 lots) identify and implement viable rooftop solar power solutions, with independent advice and support. Eight strata buildings participated and one installed solar power for individual lot use, with environmental benefit a strong driver in these decisions.

Whilst there is certainly interest in solar in strata, key barriers include high capital cost (cost of ballasts on concrete roofs, cost to upgrade meters in old apartment buildings, access to roof may require a crane hire, extra-long cable runs, 'smarter' systems required to split electricity between multiple users), lack of capital funds and incentives, building infrastructure (e.g. unsuitable roof, overshadowing from neighbouring buildings), limited financial benefit (evening load in tenancies) and ownership/governance issues such as the landlord-tenant split incentive challenge.

### **Solar finance for apartments and other residential dwellings**

Significant opportunity exists to increase the uptake of solar on single dwellings in Waverley. Currently, 1,051 single dwellings in the local government area (LGA) have solar, with 9,660 single dwellings without solar. Assuming an uptake of 50% of solar in the remaining households, this would generate approximately 42,310 MWh per year, reduce our community greenhouse gas emissions by 6% and add an estimated \$5,000,000 per year from household bill savings to the local economy.

### **Engagement and resource requirements**

Developing resources for both strata and single dwellings, including fact sheets, solar supplier lists and a list of financing options, would support the community to move towards climate proofing their homes. Guidance is required to tailor the correct support, advice and incentives for solar in strata. It is proposed that Council officers meet with industry experts to outline a way forward for this project in the Waverley LGA.

### **General Manager's comment**

Supporting and enabling the installation of solar on apartments will assist in reducing the greenhouse gas emissions within the local community. If endorsed by Council, a report can be prepared on a proposed program to increase solar on apartments and other strata buildings based on feedback from key stakeholders as well as the resourcing implications. This program can also be considered as part of the Environmental Action Plan development and budget process.

**George Bramis**

**Acting Director, Planning, Environment and Regulatory**

## NOTICE OF MOTION CM/8.2/22.02



**Subject:** Liquor Licence Application for 19 Lamrock Avenue, Bondi Beach (The Village Backpackers Hostel)

**TRIM No:** A20/0043

**Submitted by:** Councillor Gray

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### MOTION:

That Council:

1. In principle opposes the granting of liquor licences to backpacker hostels and accommodation.
2. Strongly opposes the granting of a liquor licence to The Village Backpackers Hostel at 19 Lamrock Avenue, Bondi Beach.
3. Notes that Council has made a submission to the NSW Independent Liquor and Gaming Authority (ILGA) opposing the granting of a liquor licence to The Village Backpackers Hostel.
4. Requests that the Mayor write to the ILGA:
  - (a) To advise it of Council's in-principle opposition to the granting of liquor licences to backpacker hostels and accommodation.
  - (b) Reiterating Council's opposition to the granting of a liquor licence to The Village Backpackers Hostel.

### Background

The Village Backpackers Hostel has applied to the NSW Independent Liquor and Gaming Authority (ILGA) for a liquor licence for 19 Lamrock Avenue, Bondi Beach (application number 0009492486).

The application is for 116 patrons, with long trading hours. The application was made on 21 December 2021. There were 30 days from 21 December 2021 to lodge objections. The objection period has now closed.

Councillors have been approached by residents expressing concern regarding the application. The concerns expressed include that:

- The proposed licence is in a residential area.
- The Village Backpackers Hostel has previously been the subject of complaints to police regarding anti-social behaviour and similar.
- There have been failures by the Village Backpackers Hostel to abide by Council's conditions of consent and Plan of Management.
- The proposed size of the patronage and the proposed hours of trade.

- The timing of the application (over the holiday period) means that a number of residents would have missed the opportunity to make a submission to the ILGA regarding the application.

**General Manager's comment**

Council officers have already objected to the liquor licence application that is the subject of the motion and have strongly urged ILGA to refuse the application. Council has had ongoing issues with people drinking in the front courtyard of this particular backpacker hostel and this has an undesirable impact on the surrounding residential area.

**George Bramis****Acting Director, Planning, Environment and Regulatory**

## NOTICE OF MOTION CM/8.3/22.02



**Subject:** 20 Illawong Avenue, Tamarama - Rectangular-shaped  
Parcel of Land Adjoining Tamarama Street

**TRIM No:** A22/0032

**Submitted by:** Councillor Kay  
Councillor Betts

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### MOTION:

That Council:

1. Notes the 368sqm rectangular-shaped parcel of land currently part of 20 Illawong Avenue, Tamarama, identified informally and interchangeably as 7B and 5 Tamarama Street (legal description being Strata Plan 1737) with its western boundary being Tamarama Street, referenced by this motion as the 'subject lot', has been advertised for sale.
2. Notes that a town planning report prepared in December 2020 by Creative Planning Solutions is available from Sotheby's, the agents for the proposed sale, as part of sale documentation provided to potential buyers.
3. Notes the town planning report indicates the site is approved for subdivision to create the subject lot but that this subdivision is yet to be registered and the land still forms part of 20 Illawong Avenue.
4. Notes the subject lot has different Waverley Local Environment Plan (WLEP) characteristics to all other properties in Tamarama Street, including that the zoning is R3 rather than R2, maximum height is 9.5m rather than 8.5m, and maximum floor space ratio is 0.6:1 rather than 0.5:1.
5. With some urgency, investigates matters for the subject lot, including:
  - (a) The status of the subdivision referred to in the Creative Planning Solutions town planning report.
  - (b) To what extent the floor space ratio (FSR) of the subject lot has been used in the development of 20 Illawong Avenue.
  - (c) An avenue by which to prevent 'double dipping' of any FSR of the subject lot that was found to be utilised in the development of 20 Illawong Avenue.
  - (d) Confirmation, or otherwise, that a Torrens title subdivision has been approved for the subject lot.
  - (e) Advice on whether Council should initiate a planning proposal for the subject lot if the subdivision is ratified.
6. Receives a report on the above matters as soon as possible, with an interim report to the March 2022 Council meeting with any progress achieved.

## Background

Council has been advised that the owner of 20 Illawong Avenue, Tamarama is considering the sale of the 368sqm rectangular shaped parcel of land currently part of 20 Illawong Avenue, identified informally and interchangeably as 7B and 5 Tamarama Street (legal description being Strata Plan 1737) with its western boundary being Tamarama Street (as indicated by the dashed line in Figure 1 below), and known by this motion as the 'subject lot'.



*Figure 1. Rectangular-shaped parcel of land currently part of 20 Illawong Avenue.*

I have been advised that the subject lot is advertised for sale and Council has now received the Creative Planning Solutions town planning report which is part of the sale documentation for prospective purchasers.

Concern has been raised about the potential for a new residential flat building (RFB) to be developed on the land, with residents believing that this would be an overdevelopment of the site even though it is currently supported by WLEP characteristics that include R3 zoning, maximum height of 9.5m, and maximum floor space ratio of 0.6:1, which could be subject to a clause 4.6 variation application that may lead to an even greater height and gross floor area.

It is perceived that the maximum envelope under the current WLEP zoning would present a bulk and scale that would be out of character with the streetscape and other properties in Tamarama Street, and could easily present undue impacts to neighbouring properties.

It is important that Council investigates this matter with expediency and vigour.

### General Manager's comment

Council officers have been made aware of a number of community and Councillor enquiries relating to a parcel of land at 20 Illawong Avenue that fronts Tamarama Street. Officers support the intent of the motion, and, if endorsed, the motion would allow an opportunity for Planning staff to address the concerns raised by residents and Councillors on the matter, and to do so in a way that provides transparency around the options available to the Council.

**George Bramis**  
**Acting Director, Planning, Environment and Regulatory**



## NOTICE OF MOTION CM/8.4/22.02



**Subject:** Draft Waverley Local Environmental Plan 2022 -  
Community Consultation Extension

**TRIM No:** A18/0594

**Submitted by:** Councillor Wy Kanak

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### MOTION:

That Council:

1. Extends the consultation period for the draft Waverley Local Environmental Plan (WLEP 2022) until April 2022.
2. During the extended consultation period, implements an expanded program of consultation with and involving the Waverley community, including information sessions, public workshops, and feedback sessions, precinct presentations, community pop-ups, demographically representative and other valid surveys.
3. Officers present the draft WLEP 2022 to the May 2022 Council meeting for the attention of the newly elected Council, alongside analysed responses to the consultative process.

### Background

The Waverley Local Environmental Plan (WLEP 2022) will become a statutory document that reflects the aspirations and concerns of the community. It should be written in conjunction with a dialogue with the community. Ideally, an iterative process should arrive at an agreed balance between the pressures on public and private land comprising the Waverley local government area.

Timing for the public exhibition of the draft WLEP 2022 has been across both a local government election and holiday period, amid a pandemic that heightened with the arrival of the Omicron variant. The exhibition began on 18 November 2021. Polling for the Council elections commenced on 20 November. The election concluded on 4 December, as Christmas and January holidays began. The deadline for submissions to the draft WLEP 2022 was 21 January 2022, before schools went back. People were still on holidays.

A letter from Council as a notification of the exhibition period for the WLEP 2022 was sent to residences during this same period.

Clearly, the timing of the exhibition period was adverse to community engagement.

Taking account of the principles outlined in the Community Participation Plan, a compulsory Council document according to the *Environmental Planning and Assessment Act 1979*, Council will engage with the community in an inclusive, transparent, and accountable way, to make fair and equitable decisions that reflect the needs of the community.

**General Manager's comment**

The Draft Waverley Local Environmental Plan (WLEP) 2022 is due to be reported to Council in March 2022, to meet the Gateway conditions as set out by the Department of Planning, Infrastructure and Environment (DPIE). Council is required to comply with the Gateway Conditions and as such if an extension of the public exhibition for the Draft WLEP2022 were to be granted at this time, Council will not be able to meet its timing obligations.

The minimum required exhibition time frame set out in the Community Participation Plan and Gateway conditions is 28 days; however, to ensure that there was adequate time for the community to review the information over the holiday period, whilst also ensuring that the Gateway condition is met, a period of 10 weeks was provided. This period of time is considered appropriate, and is mindful of the difficulties presented by Covid.

Also of consideration is the requirement based on the Public Spaces Legacy Program, for Council to have completed the WLEP2022 by 30 June 2022. This program allocates \$4.5m of funds for the upgrade of the Bondi cliff walk as well as DA Department resourcing to improve assessment times. Re-exhibiting the Draft WLEP2022 at this stage would jeopardise the delivery of these funds to Council.

The changes set out within the draft WLEP2022 are based on extensive previous consultation with the community via the Our Liveable Places Centres Strategy, the engagement program of which included public workshops, precinct presentations, pop-up surveys, online surveys, and two opportunities for written submissions to be made. The draft WLEP2022 does not propose extensive changes to the policy, and instead seeks to establish the new WLEP as required by cl3.8(3) of the Environmental Planning & Assessment Act. Furthermore, there will be a number of separate proposals which will continue to amend the WLEP2022, including for issues on sustainability, housing, and employment. Council will continue to seek ongoing community input into planning matters through future public exhibition periods.

Accordingly, at this time, a re-exhibition period is not recommended.

**George Bramis**

**Acting Director, Planning, Environment and Regulatory**

## NOTICE OF MOTION CM/8.5/22.02



**Subject:** 100% Renewable Energy

**TRIM No:** A02/0131

**Submitted by:** Councillor Fabiano

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### MOTION:

That Council:

1. Prioritises actions and programs that support the community to achieve net zero emissions.
2. Incorporates innovative activities that enable the community to generate, use, store, own and operate or purchase 100% renewable energy into the next Environmental Action Plan (EAP).
3. Identifies how recent amendments to NSW legislation (Energy Legislation Amendment Bill 2021) allowing Councils to host public and community battery storage for renewable energy, can assist community energy initiatives.
4. Ensures that actions and programs identify Council, incorporated organisations and co-operatives, such as clubs, aged care homes, for ownership and distribution of any small-scale battery storage within Waverley.
5. Officers prepare a report to Council by June 2022, or as early as possible thereafter, outlining the scope of this very significant project, including interim targets, and how it is to be delivered over the next eight years.
6. Outlines its own operational, infrastructure and construction emissions reductions to date in the EAP to demonstrate community leadership towards net zero by 2030.

### Background

In 2019, Council declared a climate and biodiversity emergency and has ambitious greenhouse gas emissions targets for both Council but also for the Waverley community. While Council is likely on track to achieve their greenhouse gas emissions target with actions to purchase 100% renewable energy, transition their vehicle fleet to electric vehicles (EVs) and remove gas from Council assets, it will be a significant task for the community to achieve net zero.

Key to achieving net zero will be ensuring that the local community will be using 100% renewable energy. To achieve this, the main renewable energy sources of wind and solar will need to be supported with storage options such as hydroelectric power and, increasingly, battery storage. A number of electricity retailers offer renewable energy through their contracts, such as through 'Green Power'.

While battery storage on its own will not reduce greenhouse gas emissions, if it is charged by renewable energy it will be able to stabilise and overcome the intermittent nature of solar and wind power. Batteries, connected to solar, either behind the meter, as part of an embedded network or at a utility scale, will enable the grid to reliably incorporate higher levels of renewable energy. The uptake of EVs, which is

starting to rapidly occur, will provide a large number of batteries in the community that have the potential to store and then feed back into the grid energy.

Recent amendments to the NSW *Electricity Supply Act 1995* (Energy Legislation Amendment Bill 2021) have made it easier for local councils, distribution network service providers, incorporated associations and co-operatives to store and contribute to the energy network.

This and other developments Council should support so that community net zero emissions can be achieved as rapidly as possible.

#### **General Manager's comment**

The proposed motion aims to expedite work across the organisation to achieve Council's net zero emission target. This can be achieved through the preparation of the draft Environmental Action Plan (EAP) 5 which will be reported to Council in April 2022. EAP5 will outline programs and actions to reduce greenhouse gas emissions both for Council and the community.

The motion also proposes that Council officers investigate recent legislative amendments regarding community battery storage for renewable energy and also identify where batteries, either run by the community or Council, could be installed. If Council endorse the motion, an investigation can be undertaken by Council Officers with a report back to Council that considers future opportunities in this area including constraints and opportunities.

The final part of the proposed notice of motion is for the Environmental Action Plan to outline Council's emission reductions to date and demonstrate community leadership. This will be included in the development of EAP 5.

**George Bramis**

**Acting Director, Planning, Environment and Regulatory**

## NOTICE OF MOTION CM/8.6/22.02



**Subject:** Tree at 15 Consett Avenue, Bondi Beach

**TRIM No:** DA-552/2021

**Submitted by:** Councillor Betts  
Councillor Goltsman

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### MOTION:

That Council:

1. Urgently adds the 100-year-old Mediterranean Holm Oak tree, located on private property at 15 Consett Avenue to the Waverley Council Significant Tree Register. The tree can clearly be seen from Hall Steet, Consett Avenue and Jacques Avenue as well as homes along Francis and Edward Streets.
2. Notes that Council's Tree Management staff already refer to the tree as significant.
3. Notes that the tree is covered by a Tree Preservation Order (TPO-487/2009).
4. Notes that the Significant Tree Register has not been updated since January 2012.

### Background

DA-552/2021 has been lodged which could result in a significant tree in the Bondi Basin being impacted or removed.

Adding the tree to the significant Tree Register would assist the owner, residents and Council in protecting the tree.

Although the applicant is suggesting that the tree may be allocated on the boundary of two properties, Council staff and property surveys show the tree to be located wholly on the private land of 15 Consett Avenue.

### General Manager's comment

The Council endorsed Significant Tree Register (STR) Nomination Flow Chart (2011) process is as follows:

- Council calls for STR nominations and is advertised for 28-day community consultation period where information is provided explaining procedures and implications.
- Nominations received and acknowledged.
- Council staff facilitate assessment by an independent Arborist against the agreed assessment criteria.
- Council Tree Officers support/not support the significance.
- Listings/STR proposed put to Council for endorsement.
- Those endorsed are registered internally on STR, Council website, GIS mapping information (Discovery).

The subject tree is not listed on the STR 2012 nor was it nominated. The term 'significant' can be used to reference a tree for variety of reasons, i.e. maturity, size, prominence in the street/landscape. To be listed on the Significant Tree Register a tree must be nominated by the community and assessed against the documented assessment criteria by an independent Arborist and then endorsed by Council.

Council officers are currently undertaking a Public Domain Tree Inventory. The STR process will be reviewed once the inventory audit has been completed.

However, the subject tree is protected under Council's DCP Part B5 and in accordance with Australian Standard – AS 4970 – 2009 – Protection of Trees on Development Sites and a Tree Preservation Order is in place for one year.

**Sharon Cassidy**  
**Acting Director, Community, Assets and Operations**

## NOTICE OF MOTION CM/8.7/22.02



**Subject:** Bondi Surf Lifesaving Club - Parking Spaces

**TRIM No:** A06/0248

**Submitted by:** Councillor Betts  
Councillor Goltsman

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### MOTION:

That Council:

1. Immediately reinstates the Bondi Surf Lifesaving Club's allocated parking spots on Queen Elizabeth Drive in front of the Club to them.
2. Returns the temporary surf club parking spots to the public.
3. Investigates providing Buildcorp with a new access driveway between the construction site and Queen Elizabeth Drive so as not to compromise the Club's reinstated parking spaces.

### Background

In April 2021, the Bondi Surf Club executive were approached to allow Buildcorp to use their parking spots, in front of the clubhouse, to access the Bondi Pavilion work site. It was to be for a period of five weeks in winter and they would be allocated parking spots to the north of their existing spots with appropriate signage. The Club agreed.

Almost a year later there is no indication of when the spots will be returned to the club. The temporary Club parking spots are a nightmare with residents and visitors parking in them because the signage is so small and they are not aware that they 'belong' to the Club. The Rangers are called regularly but can only patrol the area occasionally.

Staff have advised that it would be difficult for trucks to access QED from any other location, but I am also advised that they could get access immediately to the south of the surf club spots.

With COVID further impacting the Pavilion project and no-one being able to predict when it is unlikely that these spots would be returned to the Club, a different solution is required. The original period of five weeks has now blown out to a year causing extreme inconvenience to both the club members and the general public

### General Manager's comment

The site hoarding and Traffic Management Plan have been thoroughly considered prior to being submitted and approved by the Executive Manager Infrastructure Services.

The parking spaces were relocated in April 2021. The same number of spaces were allocated 30m away on QED and have been signposted and line marked for BSBSLSC. The Club requested BSBSLSC be line marked in blue. This was not suitable as it could be mistaken for the blue on accessible parking spots.

The delay in restoring the car spaces for the SLSC are due to changes in scope on the Pavilion forecourt area to include Safety by Design Measures. Further delays are attributed to Covid and its impact on staffing and material lead times.

Changing the current truck exit from the construction compound is not possible. No truck is able to make a turn within the space without compromising the traffic flow on QED. Trucks must enter a construction site front on then exit front on, the truck cannot reverse out. With having a temporary access road along the front, we also are not able to have the gate or exit on this face. If we were to change or reduce the envelope of the hoarding the time implication would be significant and carry costs. At this stage, the construction zone will remain in place until March 2022.

**Sharon Cassidy**

**Acting Director, Community, Assets and Operations**



## NOTICE OF MOTION CM/8.8/22.02



**Subject:** Liquor Licences

**TRIM No:** A17/0067

**Submitted by:** Councillor Wy Kanak

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### MOTION:

That:

1. Council officers prepare a report on the statistics of liquor licences and liquor applications in Waverley, particularly Bondi, as part of a report on Council's capacity to assist the community in the process of making more informed public submissions on liquor applications related to the consent authority, the NSW Independent Liquor and Gaming Authority (ILGA).
2. The report is to outline how Council officers can engage with, and help the community engage with, the National Drug and Alcohol Research Centre's resources in informing public and Council submissions to NSW ILGA liquor applications and related actions to ameliorate anti-social behaviour and violence associated with unregulated alcohol consumption.

### Background

A recent liquor licence application from 'Village Backpackers' at 19 Lamrock Avenue, Bondi Beach (APP-0009492486) has focused community attention on how to oppose a new liquor licence on premises to serve alcohol within a Bondi Beach backpacker hostel catering for more than 100 liquor consuming customers, and the process by which that can be allowed in light of Council's and NSW Police Services documented history of violence and anti-social, alcohol-related behaviour attributed to that backpacker hostel and its neighbourhood vicinity.

### General Manager's comment

The NSW Independent Liquor and Gaming Authority has its own notification guidelines and noticeboard that residents can sign-up to receive information on current applications. It should not be a Council obligation but a liquor authority obligation to inform residents. A copy of the noticeboard can be found at <https://lngnoticeboard.onegov.nsw.gov.au/searchresult>. To provide greater assistance to residents, officers can include a link to the noticeboard on our website.

In addition, staff are currently updating the mapping system to ensure that all liquor applications are mapped and accessible via their applications on the Waverley website via Discover maps. With this in mind and based on the information already available to residents on liquor applications, a further report is not warranted at this time.

**George Bramis**  
**Acting Director, Planning, Environment and Regulatory**

**URGENT BUSINESS**  
**CM/10/22.02****Subject:** Urgent Business**Author:** Emily Scott, General Manager

In accordance with clause 9.3 of the Waverley Code of Meeting Practice, business may be considered 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 to be considered is ruled by the chair to be of great urgency on the grounds that it requires a decision by Council before the next scheduled ordinary meeting of Council, and
2. A motion is passed to have the business considered at the meeting.

Such a motion can be moved without notice.

Only the mover of the 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 require a decision by Council before the next scheduled ordinary meeting of Council.

The mover of the motion must, when speaking to the motion, explain why he or she believes it requires a decision by Council before the next scheduled ordinary meeting of Council.

**CLOSED SESSION**  
**CM/11/22.02**

**Subject:** Moving into Closed Session

**Author:** Emily Scott, General Manager

**WAVERLEY**  
COUNCIL

**RECOMMENDATION:**

That:

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

CM/11.1/22.02      CONFIDENTIAL REPORT - Commercial Waste - Fees and Charges 2022-23

This matter is considered to be confidential in accordance with Section 10A(2)(c) of the *Local Government Act*, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.

2. Pursuant to section 10A(1), 10(2) and 10A(3) of the *Local Government Act*, the media and public be excluded from the meeting on the basis that the business to be considered is classified as confidential under section 10A(2) of the *Local Government Act*.
3. The correspondence and reports relevant to the subject business be withheld from the media and public as provided by section 11(2) of the *Local Government Act*.

**Introduction/Background**

In accordance with section 10A(2) of the Act, 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 2021*, 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 clauses 14.9–14.10 of the Waverley Code of Meeting Practice, members of the public may make representations to the meeting immediately after the motion to close part of the meeting is moved and seconded, as to whether that part of the meeting should be closed.

## **RESUMING IN OPEN SESSION CM/12/22.02**

**Subject:** Resuming in Open Session  
**Author:** Emily Scott, General Manager



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### **RECOMMENDATION:**

That Council resumes in open session.

### **Introduction/Background**

In accordance with clause 14.21 of the Waverley Code of Meeting Practice, when the meeting resumes in open session the chair will announce the resolutions made by Council while the meeting was closed to members of the public and the media.