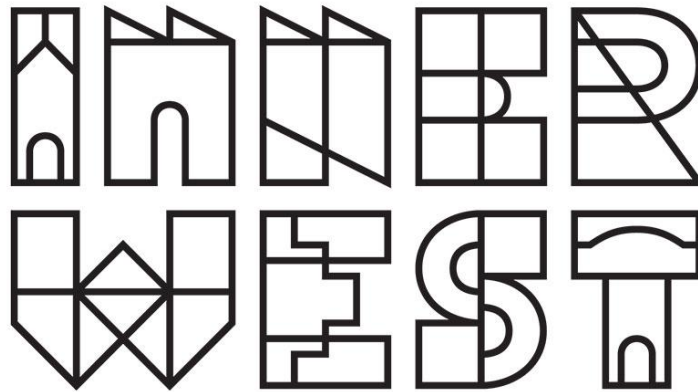


# **SUPPLEMENTARY AGENDA 3**

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Distributed on 24 August 2021



**COUNCIL MEETING  
TUESDAY 24 AUGUST 2021**

**6.30pm**

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Location: Remote Meeting

## **MEETING AGENDA – PRECIS SUPPLEMENTARY ITEMS**

The following reports appear as late items as information required for the preparation of the reports was not available at the time of distribution of the Business Paper.

### **1      Mayoral Minutes**

<b>ITEM</b>	<b>Page</b>
C0821(4) Item 28    Mayoral Minute: Compliance Levies	<b>3</b>
C0821(4) Item 29    Mayoral Minute: Impacts on Residents from State Government Infrastructure Projects During Lockdown	<b>8</b>
C0821(4) Item 30    Mayoral Minute: Afghanistan Support	<b>26</b>

**Item No:** C0821(4) Item 28  
**Subject:** MAYORAL MINUTE: COMPLIANCE LEVIES  
**From:** The Mayor, Councillor Darcy Byrne

**MOTION:**

**THAT Council:**

1. **Opposes the NSW Government's Environmental Planning and Assessment Amendment (Compliance Fees) Regulation 2021 legislation (See Background);**
2. **Notes the estimated budgetary impact on Council of \$1.2 million in the current financial year;**
3. **Notes that Council has been collecting levies from all development applications with a cost of works of over \$100K, as per Councils fees and charges;**
4. **Writes to the Planning Minister and all State MPs calling on the NSW Government to reinstate Council's ability to collect and retain compliance levies after 31 December 2021; and**
5. **Agrees to contribute to the open letter proposed by the City of Sydney and Local Government NSW articulating the local government sector's opposition to the proposal to be funded from Council's communications budget (See Attachment 2).**

**Background**

Email to General Manager from LGNSW Chief Executive.

Dear GMs,

I write to you as the 29 councils in NSW which currently charge compliance levies to support your compliance programs.

As you would be aware, earlier this year while councils were finalising their 2022 budgets, the Government announced it intends to prohibit council's ability to charge levies. Following strong advocacy from LGNSW and a number of councils, the Government announced it would defer this imposition on councils so it could consult with the sector and introduce a new compliance funding regime.

I regret to advise that in the absence of any consultation and despite LGNSW's ongoing advocacy, the Environmental Planning and Assessment Amendment (Compliance Fees) Regulation 2021 has been made today with the effect of prohibiting councils from collecting compliance levies after 31 December 2021. This Regulation was made in the same month the Government saw the passage of new legislation which, wait for it, facilitates 'compliance levies' for the NSW Building Commissioner's Office. To rub salt into the wound, councils will be required to collect the new compliance levies for the Building Commissioner's Office and remit the funds.

LGNSW considers this an outrageous impost on councils which will no doubt add to the considerable hardship many councils are experiencing. LGNSW will be strongly responding to the Government's action and requests your assistance by responding to the following questions (Note: Apologies if you have already sent LGNSW some of the following information. We ask again to collate the most up to date information):

1. Impact on budget (annual cost);
2. Number of council officer positions directly funded by compliance levies;
3. Whether the removal of compliance levy funding will likely result in Council's capacity to work in partnership with State agencies programs such as - Building Commissioner's unsafe buildings and cladding inspections, EPA's 'Building Blitz' and compliance associated with DPIE's new 'Short Term Rental Accommodation caps'
4. Other examples (or case studies) of the type of (proactive and reactive) compliance activities your council currently performs, which you expect will be impacted by this change.

We strongly encourage councils to adopt Mayoral Minutes which makes representations to local State MPs and the Minister condemning the Government's stripping of compliance levy funding from your Council. It would also be most helpful if your council was able to generate some local media calling out the Government's action.

Thank you in anticipation.


Scott Phillips

Chief Executive

[scott.phillips@lgnsw.org.au](mailto:scott.phillips@lgnsw.org.au)

lgnsw.org.au

## **ATTACHMENTS**

1.  Correspondence with City of Sydney Regarding Infrastructure Contributions - Sydney Metropolitan Council Feedback



City of Sydney  
Town Hall House  
456 Kent Street  
Sydney NSW 2000

+61 2 9265 9333  
council@cityofsydney.nsw.gov.au  
GPO Box 1591 Sydney NSW 2001  
cityofsydney.nsw.gov.au

11 August 2021

Our Ref: 2021/359408

Sydney Metropolitan Council Chief Executive Officers and General Managers

Dear CEO/General Manager,

## Infrastructure Contributions - Sydney Metropolitan Council Feedback

At the recent Mayoral Roundtable meetings on Friday 6 and Wednesday 11 August to discuss the EPA Amendment Bill, a collaborative response to the IPART report was also initiated. It was agreed that City of Sydney would collate key information on the potential impacts of these changes and your Council is now invited to provide a response.

The Mayors and delegates who attended the meetings also agreed to place full-page advertisements in the Sydney Morning Herald, Daily Telegraph and the Financial Review. You are also invited to participate in this at a cost of between \$1,500 - \$3,000 depending on the number of Councils who participate. Please indicate in your response and provide the relevant Lord Mayor signature and Council logo.

Please complete and return the attached document by **COB Friday 20 August 2021**. This aggregated data will be distributed back to all Councils to inform future discussion.

Returns can be issued to Jeremy Kelshaw, Acting Executive Manager by email at [jkeshaw@cityofsydney.nsw.gov.au](mailto:jkeshaw@cityofsydney.nsw.gov.au). Should you wish to speak with Jeremy to discuss the matter further he can be contacted by telephone on 9265 9171.

It is vital that all of the financial implications be considered and understood before any of the proposed reforms are implemented.

Yours sincerely

**Monica Barone**  
Chief Executive Officer

Green, Global, Connected.



## INFRASTRUCTURE CONTRIBUTIONS FEEDBACK SUBMISSION August 2021

Please review, fill out and return the below table by **COB Friday 20 August 2021**.

Responses and questions can be sent to Jeremy Kelshaw, Acting Executive Manager Office of the CEO by email at [jkelshaw@cityofsydney.nsw.gov.au](mailto:jkelshaw@cityofsydney.nsw.gov.au). Should you have any questions you can contact Jeremy by telephone on 02 9265 9171.

Question	Response
Council Name	Inner West Council
Contact details for the most appropriate person at your Council	Harjeet Atwal, Senior Manager Planning 9335 2270 / <a href="mailto:Harjeet.atwal@innerwest.nsw.gov.au">Harjeet.atwal@innerwest.nsw.gov.au</a>
How much do you anticipate you will lose over the life of your 10-year financial plan if your Developer Contributions were reduced by 50%?	\$51,731,530.
What % increase to rates would be required to recover the amount given in the above question?	3.8% over 10 years.
Provide a list of the critical infrastructure you would not be able to provide if your development contributions were halved. <u>Please attach case studies and photographs if you have them.</u>	See attached file with email.
Any other brief comments on the proposal?	If Council does not increase rates to cover the loss of developer contributions lost over 10 years, Council will have to delay completing capital projects and, in some instances, cancel projects. This will result in higher use of current assets and wear down which can be unsafe and may result to closure of key facilities. With a growing population, there will not be enough assets to meet the demand of the community.
Would you like to participate in the planned media campaign and contribute financially at a cost of between \$1,500 and \$3,000?	Yes, subject to confirmation at the Council meeting on 24 August 2021.

If you are participating in the planned media campaign, please include a copy of your Lord Mayor signature and Council logo.

**Item No:** C0821(4) Item 29  
**Subject:** MAYORAL MINUTE: IMPACTS ON RESIDENTS FROM STATE GOVERNMENT INFRASTRUCTURE PROJECTS DURING LOCKDOWN  
**From:** The Mayor, Councillor Darcy Byrne

**MOTION:**

**THAT Council:**

1. Write to Transport for NSW and the developers of the former Balmain Leagues Club site requesting the carpark on Waterloo Street be reopened to residents (See Attachment 1);
2. Write to the Transport Minister requesting clarification about whether the NSW Government intends to compulsorily acquire the former Balmain Leagues Club site for the proposed Western Harbour Tunnel project;
3. Write to the Transport Minister requesting the NSW Government provides suitable accommodation to all Inner West residents who have been adversely affected by WestConnex and Sydney Metro construction works during lockdown.
4. Write to the Transport Minister seeking clear criteria for when residents affected by construction impacts from State Government projects will be offered respite accommodation during the lockdown and request that accommodation sourced through Airbnb be included as an option for residents.

**Background**

The streets around the former Balmain Leagues Club and King George Park have been greatly impacts for the past 2 years from the construction of WestConnex and recent cabling works for the Western Metro.

Residents are finding it difficult to park their vehicles in the street as parking spots have been commandeered for long periods by workers and contractors.

The Waterloo Street carpark at the back of the former Balmain Leagues Club, which Council negotiated the reopening of in 2018, had been providing some additional parking, but has recently been closed off to the public.

I have also had a number of residents that have been impacted by Sydney Metro works in Waterloo Street, Rozelle a well as Dulwich Hill. Residents have been experiencing high levels of noise and disruption over long periods of time including work which takes place 24 hours a day.

This situation is not suitable for residents who have to endure constant loud noise, vibration and dust during a time when they cannot escape due to the lockdown restrictions.

Alternate accommodation offered to residents affected by these various works has now been limited to hotel accommodation which if often not appropriate for families including parents working from home and homeschooling.



Residents in Dulwich Hill affected by 24-hour Metro works have been denied the option of alternate accommodation all together. There will be another five weekends of work this year, which Sydney Metro will undertake over weekends. Residents have not been advised as to whether they will be relocated when these works occur.

## ATTACHMENTS

1. [↓](#) Correspondence Regarding Termination of Free Parking Area Agreement in Waterloo Street

**GRAND ROZELLE PTY LTD**  
ACN 619 872 749

Inner West Council  
Leichhardt Service Centre  
7-15 Wetherill Street  
Leichhardt NSW 2040

1 June 2021

Dear Sir,

**Re: Termination of Free Parking Area Agreement**

Grand Rozelle Pty Ltd is writing to Inner West Council to provide one (1) months notice of termination of the Free Parking Area Agreement entered into on 13 June 2018 with Inner West Council. The Free Parking Agreement relates to the Land being 3-7 Waterloo Street Rozelle, with legal description Lot 38 in Deposited Plan 421, Lot 37 in Deposited Plan 421 and Lot 36 in Deposited Plan 190866.

Council is reminded to adhere to the termination terms of the agreement, in particular Item 11.4 referenced below;

- 11.4 *Upon expiry or termination of this Agreement (which ever occurs first), the Council shall at its cost promptly remove its property (including any Traffic Control Device) and any rubbish and unwanted items from the Land, make good any damage caused by such removal and yield up the Land to the Owner in a clean and tidy condition."*

Yours sincerely,

**Grand Rozelle Pty Ltd**  
Yuhui He  
Sole Director & Secretary

**Attachment - Free Parking Area Agreement**

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**3-7 Waterloo Street, Rozelle**

**FREE PARKING AREA AGREEMENT**

**Inner West Council**

**ABN 19 483 017 987**

**Grand Rozelle Pty Ltd**

**ACN 619 872 749**

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**Free Car Parking Agreement**

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**PARTIES:**

**Inner West Council** (Leichhardt Service Centre) ABN 19 488 017 987 of 7-15  
Wetherill Street, Leichhardt NSW 2040 ("the Council")

**AND**

**Grand Rozelle Pty Ltd ACN 619 872 749** of C/- Heworth Holdings Group Pty Ltd,  
Level 21, Tower A, The Zenith, 821 Pacific Highway, Chatswood NSW 2067 ("the  
Owner" )

**BACKGROUND:**

- A The Owner owns the Land being 3-7 Waterloo Street Rozelle, with legal description Lot 38 in Deposited Plan 421, Lot 37 in Deposited Plan 421 and Lot 36 in Deposited Plan 190866
- B The Owner requested that the Council manage and control part of the Land as a *free parking area* pursuant to Section 650 of the *Local Government Act 1993* (NSW) (**Act**).
- C The Council and the Owner have entered into this Agreement to set out the terms of this Agreement to enable the Council to manage and control the Land as a *free parking area* pursuant to Section 650 of the Act and to make provision for other consequential matters.

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Free Car Parking Agreement

## AGREEMENTS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

The following words have these meanings unless inconsistent with the context or where such a construction would otherwise produce an absurdity:

**Act** means *Local Government Act 1993* (NSW).

**Authorised person** means any person for the time being authorised by the Council for the purposes of discharging law enforcement functions, and duly authorised to discharge law enforcement functions under the provisions of the Act.

**Commencement Date** means the date in Item 4 of the Schedule.

**Council** means Inner West Council or its successor (and includes its servants, agents and employees where appropriate).

**Event of Default** means:

- (a) a failure to pay any money due under this Deed within 14 days of the due date; or
- (b) a failure to comply with any other obligation under this Deed within a reasonable time; or
- (c) any party has a receiver, administrator or liquidator (except for the purpose of reconstruction or amalgamation).

**Expiration Date** means the date specified in Item 5 of the Schedule.

**Land** means the land identified in Item 2 of the Schedule being private land and shown in the plan at Annexure A.

**Penalty notice** means a penalty notice referred to in s. 679 of the Act.

**Schedule** means the schedule annexed to and forming part of this Agreement.

**Term** means the period specified in Item 3 of the Schedule.

**Traffic Control Device** means anything erected or installed in the Land for the purposes of bringing parking regulations and restrictions to the notice of persons using the Land, and shall specifically include any pole, sign, barrier, painted line or marking stud or any other matter or thing whatsoever utilised for that purpose, and specifically includes any painted line, stud, pad or plate installed prior to the execution of this Agreement.

## 1.2 Interpretations

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (c) an agreement, representation or warranty;
  - (i) in favour of two or more persons is for the benefit of them jointly and severally;
  - (ii) on the part of two or more persons binds them jointly and severally;
- (d) a reference to:
  - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - (ii) a document includes any variation or replacement of it;
  - (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them;

- (iv) a thing includes the whole and each part of it;
- (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them collectively;
- (vi) the president of a body or authority includes any person acting in that capacity;
- (vii) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind; and
- (viii) a person includes the person's employees, agents and invitees.

## 2 GENERAL

- 2.1 This Agreement shall apply to the Term and any extension thereof unless determined earlier in accordance with this Agreement or otherwise by the agreement of the Parties.
- 2.2 This Agreement is effective on and from the date set out in Item 1 of the Schedule.
- 2.3 Notwithstanding any other provision of this Agreement, the Council or the Owner may terminate this Agreement at any time after the Expiration Date by notice in writing to the other party.

## 3 EXTENT OF MANAGEMENT & CONTROL OF CARPARK

- 3.1 The Owner hereby places the Land under the control of the Council to manage and control as a free parking area under Section 650 of the Act on the terms and conditions set out in this Agreement.
- 3.2 The Owner agrees that the effect of this Agreement is only to confer on the Council the minimum statutory control of the Land, for the purposes of discharging its obligations under this Agreement and pursuant to Section 650 of the Act.

- 3.3 This Agreement does not confer any leasehold interest on the Council, nor is it to be construed as a licence to occupy, provided always that the Council's representatives (including its third party representatives) may access the Land to perform the Council's obligations under this Agreement.
- 3.4 The Council may engage the services of such third parties, as the Council in its discretion thinks fit, in connection with the performance of its obligations imposed upon it by this Agreement (except the Council's law enforcement functions).
- 3.5 Apart from matters dealt with in this Agreement, the Council has discretion as to its management and control of the Land.

## 4 THE OWNER

- 4.1 The Owner will do all things necessary to permit, and not do anything which would otherwise limit the ability of the Council to manage and control the Land in accordance with the terms of this Agreement.
- 4.2 The Owner will, prior to the Commencement Date, undertake the following works on the Land:
  - (a) realign the boundary fence;
  - (b) fence off the upper level and lower level of the carpark;
  - (c) remove the shipping containers. and
  - (d) provide lighting to the car park that complies with the requirements of the Australian Standards for lighting.
- 4.3 The Owner grants to the Council access to the Land from 29 May 2018 until the Commencement Date to undertake the removal of weeds, carry out linemarking and install Traffic Control Devices.
- 4.4 Despite any other provision of this Agreement, the Council may, with the consent of the Owner, commence occupation prior to the Commencement Date if the Owner has met its obligations under clause 4.2.

## 5 COUNCIL PATROLS

- 5.1 The Council will ensure that the Land is patrolled by an authorised officer regularly for the term of this Agreement and use its reasonable endeavours to enforce compliance with the Traffic Control Devices by any means available to the Council under the law.



- 5.2 The choice of time or times of such patrol will be at the Council's absolute discretion.

## 6 TRAFFIC CONTROL DEVICES

- 6.1 Council will specify the Traffic Control Devices required in consultation with the Owner, on commencement and from time to time during the Term, in the Land to give ongoing effective public notice of the parking restrictions applying to the Land.
- 6.2 Council will in consultation with the Owner from time to time, at the cost of the Council, supply and, install or arrange the installation of the Traffic Control Devices required on commencement and from time to time during the Term.
- 6.3 The Council will not use the Land other than as a free parking area.
- 6.4 The Traffic Control devices that are signs shall specify the times and days during which the Land will be accessible for use by the public as a free parking area.

## 7 PUBLIC NOTICE

The Council will, in consultation with the Owner, determine the nature and extent of any public notice of the Carpark's commencement as a free parking area pursuant to s.650 of the Act.

## 8 REVENUE

All revenue generated as a result of the issue of any infringement notices issued by the Council shall belong to the Council and the Owner shall not be entitled to receive any part of such revenue.

## 9 INSURANCE, RELEASE AND INDEMNITY

9.1 The Council must have in effect at all times during this Agreement workers compensation and public liability policies of insurance to insure against the following risk:

- (a) any injury or damage to the Council, its employees, agents and property resulting from entry onto the Land for the purpose of enforcing time limits in the free parking areas on the Land; and
- (b) any claim brought against the Council arising from or incidental to:
  - (i) the issuing of infringement notices in a free parking area on the Land;
  - (ii) any injury ( or death) to persons caused by the Council, its employees or agents during the course of issuing infringement notices or otherwise arising from their accessing the Land for any purpose;
  - (iii) any damage (including destruction) to any property by the Council, its employees or agents during the course of issuing infringement notices or otherwise arising from their accessing the Land for any purpose.

9.2 The policy of public liability insurance effected by the Council must be for at least the amount of \$20 Million in respect of each occurrence.

9.3 The Council, its employees and agents enter on to the Land at their own risk.

9.4 The Council is liable for and indemnifies the Owner from and against any liability or loss arising from, and cost incurred by the Owner in connection with:

- (a) the issuing of infringement notices in a free parking area on the Land;
- (b) anything (including damage to property, loss, injury to persons or death) caused or contributed to by Council, its employees or agents whilst accessing the Land for any purpose;

- (c) the Owner doing anything which the Council must do under this Agreement but has not done or which the Owner considers the Council has not done properly; and

- (d) any default by Council under this Agreement,

save to the extent where the liability, loss, cost etc. arises from a negligent act or omission of the Owner.

- 9.5 The indemnities contained in clause 9.3 will continue during the Term of this Agreement and after it expires or is terminated.

- 9.6 Nothing in this Agreement shall limit the obligation of the Owner to properly maintain any part of the Land that is not under the management or control of the Council.

## 10 RELEASE

The Council releases the Owner from, and agrees that the Owner is not liable for loss or damage arising from, or cost incurred in connection with, any damage to property, loss, injury to person or death that occurs on any part of the Land under the management or control of the Council save to the extent of the loss, damage, cost etc. arises from a negligent act or omission of the Owner.

## 11 TERMINATION AND DISPUTE RESOLUTION

- 11.1 If an Event of Default occurs and the party in breach fails to rectify the Event of Default within twenty-eight (28) days after the party in breach has received written notice from the other party of the Event of Default, the other party is entitled to immediately terminate this Agreement by written notice to the party in breach.

- 11.2 Should any dispute arise under this Deed and one party serves notice of the dispute on another party:

- (a) a duly authorised representative of each party to the dispute must meet within fourteen (14) days of notice of the dispute with a view to resolving the dispute within a period of fourteen (14) days; and
- (b) in the event of their failing to resolve the dispute within twenty-eight (28) days of notice of the dispute, then either party may by notice in

writing to the other parties terminate this Agreement with immediate effect.

- 11.3 Subject to clause 9.3, the Council will not be liable in any way for any loss, damages or liabilities incurred as a consequence of the termination of this Agreement.
- 11.4 Upon expiry or termination of this Agreement (which ever occurs first), the Council shall at its cost promptly remove its property (including any Traffic Control Device) and any rubbish and unwanted items from the Land, make good any damage caused by such removal and yield up the Land to the Owner in a clean and tidy condition.
- 11.5 The Council may upon expiry or termination of this Agreement display in or near the Land such other signs which state that the Land is not a free parking area for the purpose of section 650 of the Act (if any) for such period of time that the Council acting reasonably specifies in writing, provided always that the Council may only issue such notice if it is required to erect such signs pursuant to a law or policy.

## 12 TERMINATION OTHER THAN BECAUSE OF DEFAULT

Notwithstanding any other provision of this Agreement, the Council may, upon giving not less than 1 months' notice to the Owner, terminate this Agreement. In the event of termination of this Agreement for reasons other than the default of a party, the Council will not be liable for any costs, damages or liabilities incurred by the Owner as a consequence of the early termination.

## 13 TERMINATION BY OWNER

Notwithstanding any other provision of this Agreement, the Owner may, upon giving not less than 1 months' notice to the Council, terminate this Agreement. The Owner will not be liable for any costs, damages or liabilities incurred by the Council as a consequence of the early termination.

## 14. CHANGE OF LAW

In the event that the law as to free parking areas is amended, the Council may vary this Agreement as is appropriate so that this Agreement accords with the current law provided that if the Owner is adversely affected to more

than a minor degree by the variation, they may by notice to the Council, terminate this Agreement.

## 15. HOLDING OVER

Should the parties agree to continue the Council's management of the Land beyond the expiration of the Term:

- (a) it should be on a month by month basis; and
- (b) this Agreement shall be determinable at any time by either party giving 1 months' notice in writing to that effect to the other party.

## 16. NOTICES

16.1 Unless otherwise notified in writing, the address of each party for the purposes of giving notice, is as set out in Item 8 of the Schedule;

16.2 A notice or demand to a party may be served by:

- (a) being delivered personally; or
- (b) being left at or posted by ordinary mail to the address specified in the Schedule.

16.3 A notice or demand to a party and must be treated as served:

- (a) if it is delivered personally, or is left at the place of service, on the day it is delivered or left; or
- (b) if it is posted, on 4 days after posting.

## 17. COSTS

Each party will pay its own legal costs in relation to this Agreement.

## SCHEDULE

- Item 1      **Effective Date:**  
25 May 2018
- Item 2      **Land:**  
All those parcels of land being:
- Lot 38 in Deposited Plan 421, Lot 37 in Deposited Plan 421 and Lot 36 in Deposited Plan 190866 as shown edged red on the attached plan at Annexure A
- Item 3      **Term:**  
6 months
- Item 4      **Commencement Date:**  
13 June 2018
- Item 5      **Expiration Date:**  
12 December 2018
- Item 6      **Option to renew:**  
NIL
- Item 7      **Public liability Insurance:**  
\$20,000,000
- Item 8      **Address for service:**  
**Council:**
- Inner West Council  
Leichhardt Service Centre  
7-15 Wetherill Street  
Leichhardt NSW 2040
- Owner:**
- Grand Rozelle Pty Ltd  
C/- Heworth Holdings Group Pty Ltd  
Level 21, Tower A  
The Zenith  
821 Pacific Highway  
Chatswood NSW 2067

3454-7038-0042, v. 1

DATE OF DEED:

2018

**EXECUTED** for and on behalf of Inner  
West Council by its duly authorised  
officer:

Elizabeth Richardson – Deputy General  
Manager Assets and Environment

Witness

Name of Witness

Address of Witness

3454-7038-0042, v. 1



Executed by **Grand Rozelle Pty Ltd ACN 619 872 749** in accordance with section 127  
*Corporations Act 2001*

<p>.....</p> <p>Signature of sole director &amp; sole company secretary</p> <p>.....</p>	<p>I also confirm that I am the sole director and sole company secretary of <b>Grand Rozelle Pty Ltd</b> <b>ACN 619 872 749</b></p>
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Yuhui He



## Annexure A

### Plan of Area



3454-7038-0042, v. 1

Item No: C0821(4) Item 30  
Subject: MAYORAL MINUTE: AFGHANISTAN SUPPORT  
From: The Mayor, Councillor Darcy Byrne

**MOTION:**

THAT Council:

1. Notes the correspondence from the Refugee Council of Australia to the Refugee Welcome Zone Councils calling on them to support urgent advocacy on Afghanistan (See Attachment 1);
2. Supports the practical steps proposed by the Refugee Council of Australia; and
3. Signs the Refugee Council of Australia's letter to federal parliamentarians about Australia's response to the crisis in Afghanistan.

**ATTACHMENTS**

1. [Download](#) Correspondence from Refugee Council of Australia

**From:** Refugee Council of Australia <[admin@refugeecouncil.org.au](mailto:admin@refugeecouncil.org.au)>  
**Sent:** Wednesday, 18 August 2021 4:06 PM  
**Subject:** call for Refugee Welcome Zone Councils to support urgent advocacy on Afghanistan



## Call to support urgent advocacy on Afghanistan



Dear Refugee Welcome Zone council,

We are calling on your support to back our urgent advocacy on the unfolding crisis in Afghanistan, including support for Afghan refugees here in Australia and their separated families.

At our Refugee Welcome Zone national forum last month we heard about the positive ways in which the Afghan Hazara community has transformed once declining areas in Australia.

We now need to stand in solidarity with our Afghan Australian communities and call for urgent action by the Federal government.

On Monday, we wrote to the Prime Minister, Foreign Affairs, Home Affairs, and Immigration Ministers about the crisis in Afghanistan and what the Australian Government can do.

Today, we have written to all Federal Parliamentarians, [supported by over 300 organisations, businesses and community groups](#), outlining seven practical steps the Australian government can take.

**Now, we call on Refugee Welcome Zone councils to back our advocacy calling on the Federal government to implement the seven practical steps below:**

Add your Council's support here

## SEVEN STEPS AUSTRALIAN GOVT SHOULD TAKE ON AFGHANISTAN:

1. Do everything possible in coming days to **evacuate people who are at grave risk** within Afghanistan, including those who have worked for or assisted the Australian Government and Australian organisations (including the embassy, armed forces, NGOs and media), human rights defenders and women and girls whose lives and security are under great threat.
2. **Urge governments in the region to keep borders open** for people trying to flee persecution in Afghanistan, including and particularly Pakistan and Iran.
3. Offer **additional refugee resettlement places** for Afghan refugees immediately, as the Australian Government did in 2015 with 12,000 additional places for Syrian and Iraqi refugees. Canada has already announced its commitment of 20,000 additional places for Afghan refugees. Australia could match this offer and urge other resettlement states to do the same, sending a strong and positive message to states receiving Afghan refugees that the world is ready to share responsibility in the protection of lives at risk.
4. As many people are now at risk from hunger and lack of shelter due to their forced displacement, immediately **increase Australian aid to the region** to support programs to assist people who have been displaced across borders and, wherever possible, support organisations still offering assistance within Afghanistan.
5. We welcome the extension of temporary visas of all Afghan citizens in Australia announced by Immigration Minister Alex Hawke on 17 August. A vital next step of this is to ensure that people whose asylum claims have been previously rejected be **supported to submit new claims in the light of the changed circumstances in Afghanistan**.
6. **Extend permanent protection to 4300 Afghans on temporary protection visas**, recognising that members of this group are unlikely to be able to return in safety for many years to come and need the assurance that they can continue to live in Australia without the constant fear of forced return.
7. Assist Afghan Australians, including people with temporary and permanent protection visas, with **urgent family reunion applications** for relatives who are at particular risk, as members of minorities targeted by the Taliban or people likely to be targeted because of their connections to western nations. This should include giving priority to finalising family reunion applications which have previously been lodged but are waiting on a decision from the Department of Home Affairs.

Kind regards,

Rebecca Langton

Refugee Council of Australia

For enquiries please contact: [manager@refugeecouncil.org.au](mailto:manager@refugeecouncil.org.au)



refugee  
welcome  
zones

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