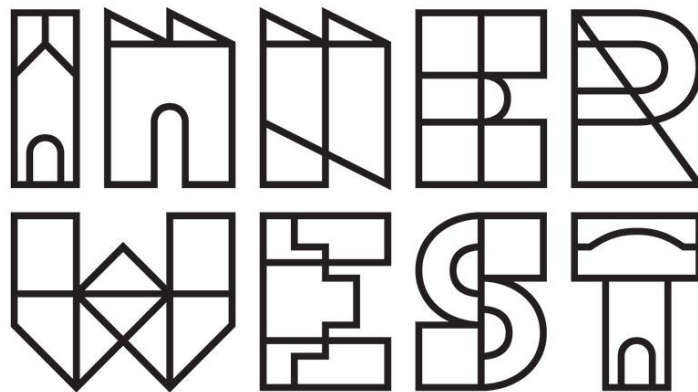


# AGENDA

---



**COUNCIL MEETING**

**TUESDAY 11 AUGUST 2020**

**6.30pm**

---

## **Live Streaming of Council Meeting**

In the spirit of open, accessible and transparent government, this meeting of the Inner West Council is being streamed live on Council's website. By speaking at a Council meeting, members of the public agree to being recorded and must ensure their speech to the Council is respectful and use appropriate language. A person who uses defamatory, discriminatory or offensive language may be exposed to liability for which Council takes no responsibility. Any part of this meeting that is held in closed session will not be recorded

## **Pre-Registration to Speak at Council Meetings**

Speaking at a Council Meeting is conducted through an online software application called Zoom. Members of the public must register by 2pm of the day of the Meeting to speak at Council Meetings. If you wish to register to speak please fill in a [Register to Speak Form](#), available from the Inner West Council website, including:

- your name;
- contact details;
- item on the Agenda you wish to speak to; and
- whether you are for or against the recommendation in the agenda.

## **Are there any rules for speaking at a Council Meeting?**

The following rules apply when addressing a Council meeting:

- keep your address to the point, the time allowed for each speaker is limited to three minutes. This time limit applies, no matter how many items are addressed by the speaker;
- when addressing the Meeting you must speak to the Chairperson;
- the Chairperson may curtail public participation where the information being presented is considered repetitive or irrelevant; and
- only 3 speakers for and against an Agenda Item are allowed.

## **What happens after I submit the form?**

You will be contacted by Governance Staff and provided with a link to the online meeting. Your request will then be added to a list that is shown to the Chairperson on the night of the meeting. Public speakers will be allowed into the Meeting when it is their time to speak.

Where Items are deferred, Council reserves the right to defer speakers until that Item is heard on the next occasion.

## **PRECIS**

<b>1</b>	<b>Acknowledgement of Country</b>	
<b>2</b>	<b>Apologies</b>	
<b>3</b>	<b>Notice of Webcasting</b>	
<b>4</b>	<b>Disclosures of Interest (Section 451 of the Local Government Act and Council's Code of Conduct)</b>	
<b>5</b>	<b>Moment of Quiet Contemplation</b>	
<b>6</b>	<b>Confirmation of Minutes</b>	<b>Page</b>
	Minutes of 28 July 2020 Council Meeting	<b>5</b>
<b>7</b>	<b>Public Forum – Hearing from All Registered Speakers</b>	
<b>8</b>	<b>Condolence Motions</b>	

Nil at the time of printing.

### **9 Mayoral Minutes**

<b>ITEM</b>		<b>Page</b>
C0820(1) Item 1	Mayoral Minute: Ashfield Aquatic Centre EOI	<b>14</b>
C0820(1) Item 2	Mayoral Minute: Inquiry into the Stronger Communities Fund	<b>15</b>

### **10 Reports with Strategic Implications**

Nil at the time of printing.

### **11 Reports for Council Decision**

<b>ITEM</b>		<b>Page</b>
C0820(1) Item 3	Community Gardens Policy	<b>17</b>
C0820(1) Item 4	Eurobodalla Community Relationship Development	<b>28</b>
C0820(1) Item 5	776 Parramatta Road Lewisham - Voluntary Planning Agreement	<b>29</b>
C0820(1) Item 6	Request for Sponsorship of Inner West Peninsula Partnership	<b>44</b>
C0820(1) Item 7	Draft Lobbying Policy	<b>45</b>

### **12 Reports for Noting**

Nil at the time of printing.

### **13 Rescission Motions**

<b>ITEM</b>	<b>Page</b>
C0820(1) Item 8      Notice of Motion to Rescind: C0419(1) Item 5 Local Traffic Committee Meeting: Ltc0419 Item 6 - Gannon Lane, Tempe - 30 April 2019	<b>50</b>

### **14 Notices of Motion**

<b>ITEM</b>	<b>Page</b>
C0820(1) Item 9      Notice of Motion: Council's Commitment to the Elimination of Domestic and Family Violence	<b>51</b>
C0820(1) Item 10    Notice of Motion: The Bower and Reverse Garbage	<b>53</b>
C0820(1) Item 11    Notice of Motion: Anti-Discrimination Amendment (Religious Freedoms And Equality) Bill 2020	<b>57</b>

### **15 Questions From Councillors**

<b>ITEM</b>	<b>Page</b>
C0820(1) Item 12    Question on Notice: The use of Glyphosate by Inner West Council	<b>59</b>
C0820(1) Item 13    Question on Notice: Various Questions	<b>64</b>
C0820(1) Item 14    Question on Notice: Tree Application Update	<b>65</b>

### **16 Reports with Confidential Information**

Reports appearing in this section of the Business Paper are confidential in their entirety. The confidential information has been circulated separately.

#### **ITEM**

C0820(1) Item 15    Update - Rent Relief for Tenants - Covid 19 Coronavirus
---



**Minutes of Ordinary Council Meeting held remotely and livestreamed on Council's website on 28 July 2020**

**Meeting commenced at 6.30pm**

**Present:**

Darcy Byrne	Mayor
Marghanita Da Cruz	Councillor
Mark Drury	Councillor
Lucille McKenna OAM	Councillor
Colin Hesse	Councillor
Tom Kiat	Councillor
Pauline Lockie	Councillor
Victor Macri	Councillor
Julie Passas	Councillor
John Stamolis	Councillor
Louise Steer	Councillor
Anna York	Councillor
Michael Deegan	Chief Executive Officer
Elizabeth Richardson	Chief Operating Officer, Director Development and Recreation
Cathy Edwards-Davis	Director Infrastructure
Melodie Whiting	Director Corporate
Daryl Jackson	Chief Financial Officer
Ian Naylor	Manager Governance
Katherine Paixao	Governance Coordinator

**APOLOGIES:**

**Motion: (Byrne/Lockie)**

THAT apologies from Councillors Iskandar, Porteous and Raciti be accepted and leave of absence granted for Councillor Porteous for the month of August 2020 due to personal reasons.

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis and York

**Against Motion:** Nil

**DISCLOSURES OF INTERESTS:** Nil

Councillor Steer entered the meeting at 6:33pm.

**CONFIRMATION OF MINUTES**

**Motion: (Drury/Stamolis)**

That the Minutes of the Council Meeting held on Tuesday, 23 June 2020 be confirmed as a correct record.

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Raciti, Stamolis, Steer and York

**Against Motion:** Nil

## **PUBLIC FORUM**

The registered speakers were asked to address the meeting. The list of speakers is available on the last page of these minutes.

### **C0720(1) Item 1      Mayoral Minute: Callan Park and the Greater Sydney Parklands Agency**

**Motion: (Byrne)**

**THAT Council:**

- 1. Notes the announcement by the NSW Planning and Public Spaces Minister Rob Stokes of a new Greater Sydney Parklands (GSP) government agency that brings together the Centennial Park and Moore Park Trust, Parramatta Park Trust, and Western Sydney Parklands Trusts, as well as the parklands of Callan Park and Fernhill Estate;**
- 2. Welcomes the NSW Government's \$10 million investment in repairing Callan Park;**
- 3. Write to Minister Stokes and Michael Rose, Chair of the GSP, restating Council's longstanding proposal for the establishment of a Callan Park Trust and seeking, at a minimum for the creation of a Callan Park Board to include representatives of Council, local community organisations and local residents to ensure a local role in the governance of Callan Park; and**
- 4. Letterbox residents in Rozelle, Lilyfield, Balmain, Annandale and Leichhardt informing them of the Government's funding commitment and surveying their priorities for the \$10million in expenditure and the new governance arrangements in Callan Park. Convene a zoom meeting for all interested residents in the Inner West to survey their views. This it to be funded from the funds quarantined from saving following the loss of local newspaper advertising.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

### **C0720(1) Item 21      Mayoral Minute: Anthony Hassett**

**Motion: (Byrne)**

**THAT Council Commends Council bus driver Anthony Hassett, Community Facilities Services Officer - Community Bus, for his service to Council and wish him all the best on his retirement.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 2      Adoption of the combined Delivery Program 18-22, Operational Plan 2020/21 and Budget 2020/21. Fees and Charges 2020/21 and Long-Term Financial Plan 2020-30.**

**Motion: (Drury/Byrne)**

**THAT Council:**

- 1. Adopts the combined IWC *Delivery Program 2018-22, Operational Plan 2020/21 and Budget 2020/21, the IWC Fees and Charges 2020/21, and IWC Long Term Financial Plan 2020-30;***
- 2. Make and levy the Rates and Charges for 2020/21 from August 2020, as contained in the Delivery Program and Operational Plan;**
- 3. Continue to develop a consistent Inner West Council rating structure by July 2021, as required by the NSW Government;**
- 4. Adopt the rates of interest as the interest rate to apply on outstanding rates, in accordance with section 566(3) of the Local Government Act 1993:-**
  - 1 July to 31 December 2020 - 0.0%; and
  - 1 January to 30 June 2021 - 7.0%.
- 5. Quarantine the savings from the cancelled Dulwich Hill, Summer Hill and Marrickville Festivals, totalling \$138,000, notionally to be used for economic development;**
- 6. Write to Transport for NSW seeking a matching contribution towards this economic development fund in order to support local economies affected by Transport for NSW construction projects. This would include suburbs across the Inner West LGA including Haberfield, Tempe, St Peters, Marrickville, Newtown, Leichhardt and the Balmain peninsula;**
- 7. Pending the agreement of Transport for NSW, consult with the Chambers of Commerce and the Economic Recovery Taskforce on how the combined funds can be used immediately to support local businesses;**
- 8. Write to the relevant state MPs, including the Members for Balmain, Heffron, Newtown, Strathfield and Summer Hill asking for their support, inviting their participation in any subsequent meetings and request they lobby the government to back this proposal; and**
- 9. Notes the supplementary report (Item 20) providing particular advice requested in relation to the budget, and that with respect 'Initiatives' identified by staff to correspond with 'Strategies' 1.1.4 and 2.4.1, that these be included in the adopted budget.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna  
OAM, Stamolis, Steer and York

**Against Motion:** Cr Passas

**C0720(1) Item 3      Planning Proposal - 13-55 Edinburgh Road, Marrickville**

**Motion: (Macri/Da Cruz)**

**THAT Council:**

- 1. Endorse and forward the planning proposal prepared by Council Officers for 13-55 Edinburgh Road Marrickville (Attachment 1) to the Department of Planning, Industry and Environment (DPIE) for a Gateway Determination in accordance with Section 3.34 of the Environmental Planning & Assessment Act 1979;**
- 2. Request delegation of the plan-making functions for this planning proposal; and**
- 3. Following receipt of a favourable Gateway determination, place the planning proposal on public exhibition and receive a post exhibition report for its consideration.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 4      Public Exhibition of Planning Proposal – 466-480 New Canterbury Road and 26-38 Hercules Street, Dulwich Hill**

**Motion: (Drury/Passas)**

**THAT Council note the outcomes of community consultation and recommends to the Minister for Planning and Public Spaces that the planning proposal should not proceed for reasons outlined in Attachment 1.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 5      Post Exhibition Report - Draft Section 7.12 Development Contributions Plan for the Former Leichhardt Council Area**

**Motion: (Passas/Da Cruz)**

**THAT Council adopt the amended draft *Former Leichhardt Local Government Area Section 7.12 Development Contributions Plan 2020* shown as Attachment 1 and publish the document on Council's website.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Steer and York

**Against Motion:** Cr Stamolis

**C0720(1) Item 6      Local Traffic Committee Meeting - July 2020**

**Motion: (Macri/McKenna OAM)**

**THAT the Minutes of the Local Traffic Committee Meetings held in July 2020 be received and the recommendations be adopted.**

**Motion Carried**

**For Motion:**                Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:**        Nil

**C0720(1) Item 7      Local Government Remuneration Tribunal Determination 2020**

**Motion: (Drury/Lockie)**

**THAT the Mayor and Councillor Fees for 1 July 2020 to 30 June 2021 be set at the maximum level for a Metropolitan Large Council.**

**Motion Carried**

**For Motion:**                Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:**        Nil

**C0720(1) Item 8      Council Membership to Resilient Sydney**

**Motion: (Passas/Macri)**

**THAT Council not join Resilient Sydney.**

**Motion Lost**

**For Motion:**                Crs Da Cruz, Macri and Passas

**Against Motion:**        Crs Byrne, Drury, Hesse, Kiat, Lockie, McKenna OAM, Stamolis, Steer and York

**Foreshadowed Motion (Hesse/Lockie)**

**THAT Council take up a membership of Resilient Sydney, being \$20,000 a year for the next 4 financial years.**

**Motion Carried**

**For Motion:**                Crs Byrne, Drury, Hesse, Lockie, McKenna OAM, Stamolis, Steer and York

**Against Motion:**        Crs Da Cruz, Kiat, Macri and Passas

**Amendment (Kiat/Da Cruz)**

**THAT Council defer this item for further information.**

**Motion Lost**

**For Motion:**                Crs Da Cruz, Kiat and Stamolis

**Against Motion:**        Crs Byrne, Drury, Hesse, Lockie, Macri, McKenna OAM, Passas, Steer and York

**C0720(1) Item 20      Supplementary Report - Adoption of the combined Delivery Program 18-22, Operational Plan 2020/21 and Budget 2020/21. Fees and Charges 2020/21 and Long-Term Financial Plan 2020-30.**

Council noted this report in point 9 of Item 2 Adoption of the combined Delivery Program 18-22, Operational Plan 2020/21 and Budget 2020/21. Fees and Charges 2020/21 and Long-Term Financial Plan 2020- 30.

**Motion: (Byrne/Kiat)**

**THAT Council defer this item to the next Ordinary Council meeting.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 9      Rebate on Domestic Waste Charges for Jobseeker and Jobkeeper Recipients**

**Motion: (Passas/Drury)**

**THAT Council receive and note report.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 10      Ashfield Aquatic Centre - Project Update**

**Motion: (Drury/Steer)**

**THAT Council receive and note the report.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 11      Investment Report as at 30 June 2020**

**Motion: (Lockie/Stamolis)**

**THAT the report be received and noted.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Passas, Stamolis, Steer and York

**Against Motion:** Nil

**C0720(1) Item 12 Notice of Motion: Investments Policies**

**Motion: (Da Cruz/Kiat)**

**THAT** a report be brought back to Council clearly stating the policies being applied to each of the “Socially Responsible Investments” Instruments in our Portfolio in which we invested \$137.6 million and that the information be published on our website alongside the monthly investment reports.

**Motion Tied**

**For Motion:** Crs Da Cruz, Hesse, Kiat, Lockie, Stamolis and Steer

**Against Motion:** Crs Byrne, Drury, Macri, McKenna OAM, Passas and York

The Chairperson used his Casting Vote against the **MOTION** and the **MOTION** was lost.

**C0720(1) Item 13 Notice of Motion: Keep the Rate**

**Motion: (Kiat/Byrne)**

**THAT Council:**

1. Notes the supplemented rate of JobSeeker and Youth Allowance has pulled 1.85 million people out of poverty, and that no permanent raise, in real terms, occurred since 1994. The pre-COVID-19 rate of \$40 a day caused immense hardship for unemployed people and students, with recipients struggling to keep a roof over their head, pay bills, put food on the table, and cover the cost of medicines and other essential expenses;
2. Notes the Australian Bureau of Statistics data from May 2020 show roughly 11,000 in the LGA are either on JobSeeker or Youth Allowance rising from 4671 in December 2019, that to national unemployment rose to 7.1% and the underutilisation rate rise to 20.2%;
3. Notes that the Disability Support Pension and Carers Payment were not supplemented despite COVID-19 having significant financial strain on recipients;
4. Notes that the government have begun reintroduced mutual obligations despite the job vacancy rate dropping 43.2% since February 2020, and acknowledges reports that note the stress that these obligations place on Inner West residents and businesses;
5. Notes a reduction in Newstart and YA rates on the 24th of September will plunge thousands into poverty, and that the 24th of September is being referred to as ‘Poverty Day’;
6. Notes that on the 23rd of July the Federal Government has the opportunity to confirm a permanent raise to welfare payments in line with the supplemented JobSeeker and Youth Allowance rates And keep 1.8m unwaged, underemployed, insecure workers and students above the poverty line;
7. To call upon the Federal Government to commit to retaining the supplemented rates to JobSeeker and Youth Allowance, permanently increase the Disability Support Pension and Carers Payment;



8. To campaign with AUWU, Addison Rd Community Centre, and Inner West Raise the Rate activists to Keep the Rate. Council will write to the AUWU, Addison Rd Community Centre, ACTU, ACOS and Unions NSW to further explore mutual aid and campaign options; and
9. Write to the Prime Minister, Federal Opposition Leader, relevant ministers, and shadow ministers to share this motion.

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, McKenna OAM, Stamolis, Steer and York

**Against Motion:** Crs Macri and Passas

**C0720(1) Item 14 Notice of Motion: Covid-19 Racism**

**Motion: (Drury/Kiat)**

**THAT Council:**

1. Expresses its opposition to all forms of racism and the growing anti-Asian racism that has occurred during the COVID-19 pandemic and stands in solidarity with the Asian Australian community;
2. Endorses the work done by the Asian Australian Alliance to collect information on incidents of anti-Asian racism and encourages Inner West residents to fill out the COVID-19 Coronavirus Racism Incident Report Survey; and
3. Endorses the Chinese Australian Forum's #UnityOverFear campaign and agrees to add its logo to a Letter of Support.

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Stamolis, Steer and York

**Against Motion:** Cr Passas

Councillor Passas left the Meeting at 9:16 pm.

**C0720(1) Item 15 Notice of Motion: Greater Sydney Parklands Agency: Callan Park**

**Motion: (Stamolis/Byrne)**

**THAT:**

1. Council make a submission to the DPIE consultation *50 Year Vision for Sydney's Open Space and Parklands*; with a specific focus on Callan Park, in particular:
  - its history and heritage significance
  - the exceptional beauty of its landscape
  - the need for funding
  - summarise the uses of Callan Park which makes this place so important for our community
  - recognition that the Callan Park Act will remain in place to protect this site from privatisation or commercialisation.
2. The submission should refer to the proposed Greater Sydney Parklands agency and how this agency will need to carefully manage the unique and diverse areas under its governance; and



**3. The submission be provided to Councillors for comment.**

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Stamolis, Steer and York

**Against Motion:** Nil

**Absent:** Cr Passas

Councillor Passas returned to the Meeting at 9:17 pm.

**C0720(1) Item 16 Notice of Motion: Food Recycling**

**Motion: (McKenna OAM/York)**

**THAT Council:**

1. Notes that the roll out of weekly Food Organics Only (FOO) collection service to multi-unit apartments in the former Marrickville LGA will now begin in September rather than July as a result of the COVID-19 pandemic;
2. Develops a comprehensive communications plan to inform residents in the former Marrickville LGA of the roll out and availability of the new FOO service; and
3. Writes to the NSW Environment Minister noting his refusal since September 2019 to meet with interested Councils to discuss the establishment of a metropolitan-wide food recycling scheme and requesting an urgent meeting with Councils now to progress planning for the expansion of food recycling in Sydney.

**Motion Carried**

**For Motion:** Crs Byrne, Da Cruz, Drury, Hesse, Kiat, Lockie, Macri, McKenna OAM, Stamolis, Steer and York

**Against Motion:** Nil

Meeting closed at 9.23pm.

**PUBLIC SPEAKERS:**

Item #	Speaker	Suburb
Item 4:	Mark Skelsey	Dulwich Hill
	Jud Agius	Dulwich Hill

---

**Item No:** C0820(1) Item 1  
**Subject:** MAYORAL MINUTE: ASHFIELD AQUATIC CENTRE EOI  
**From:** The Mayor, Councillor Darcy Byrne

---

**MOTION:**

**THAT:**

1. Council notes the importance of recognising the heritage of Ashfield Pool and the Ashfield community through the new Ashfield Aquatic Centre;
  2. Council initiates an expression of interest process to consider proposals for naming sections of the new facility in recognition of local citizens and sports people with an association to the Pool and the community. This should include consideration of commemorating Warwick Webster whom a grandstand at the Pool has previously been named after;
  3. The Ashfield Swimming Club, Wests Water Polo Club and Ashfield Historical Society and Council's Aboriginal and Torres Strait Islander Working Group each be invited to nominate a representative to adjudicate on a panel assessing the expressions of interest and make recommendations about the naming of sections of the facility to Council; and
  4. The recommendations of the panel be tabled for consideration at an Ordinary Council meeting.
- 

**ATTACHMENTS**

Nil.

---

Item No: C0820(1) Item 2  
Subject: MAYORAL MINUTE: INQUIRY INTO THE STRONGER COMMUNITIES FUND  
From: The Mayor, Councillor Darcy Byrne

---

**MOTION:**

**THAT:**

1. Notes that the NSW Parliament's Public Accountability Committee has launched an inquiry titled Integrity, efficacy and value for money for NSW Government grant programs. As per the terms of reference (Attachment 1) this includes an investigation into the Stronger Communities Fund;
2. Makes a submission to the inquiry articulating the following:
  - a) Inner West Council received no funds under the second round of Stronger Communities Grant funding.
  - b) The failure of the Office of Local Government or the Local Government Minister to even inform amalgamated Councils such as the Inner West that the grant scheme existed.
  - c) The overtly biased and improper allocation of funds from the Fund in which \$241 million of the \$252 million of monies were awarded to projects in Liberal and National Party electorates.
  - d) The fact that approximately half of all funds were allocated to Councils that were not in fact amalgamated including \$90 million awarded to Hornsby Council.
3. Recommits to fighting for Inner West Council to receive this fair share of the funds our community missed out on which, if granted to amalgamated councils on a simple per capita basis, would have amounted to \$24 million.

---

**ATTACHMENTS**

1. [↓](#) Terms of Reference - Integrity of NSW Government grant programs



LEGISLATIVE COUNCIL

PUBLIC ACCOUNTABILITY COMMITTEE

## Inquiry into the integrity, efficacy and value for money of NSW Government grant programs

### TERMS OF REFERENCE

1. That the Public Accountability Committee inquire into and report on the integrity, efficacy and value for money of NSW Government grant programs, and in particular:
  - (a) the range and availability of funding programs, including but not limited to:
    - (i) discretionary grants funds such as the Premier's Discretionary Fund and the Deputy Premier's Miscellaneous Grants
    - (ii) local government funding such as the Stronger Communities Fund and Stronger Country Communities Fund,
    - (iii) arts funding such as the Regional Cultural Fund,
    - (iv) sports funding such as the Greater Sydney Sports Facility Fund and the Regional Sports Infrastructure Fund,
    - (v) jobs for NSW funding, including the review into Jobs for NSW.
  - (b) the manner in which grants are determined, including:
    - (i) the oversight of funding determinations,
    - (ii) the transparency of decision making under grants schemes,
    - (iii) the independence of the assessment of projects,
    - (iv) the role of Members of Parliament in proposing projects for funding,
    - (v) the scope of Ministers' discretion in determining which projects are approved,
  - (c) measures necessary to ensure the integrity of grants schemes and public confidence in the allocation of public money, and
  - (d) any other related matter.
2. That the Committee report by 31 March 2021.

### Committee membership

<b>Mr David Shoebridge MLC</b>	The Greens	<i>Chair</i>
<b>The Hon Robert Borsak MLC</b>	Shooters Fishers and Farmers Party	<i>Deputy Chair</i>
<b>The Hon John Graham MLC</b>	Australian Labor Party	
<b>The Hon Courtney Houssos MLC</b>	Australian Labor Party	
<b>The Hon Trevor Khan MLC</b>	The Nationals	
<b>The Hon Matthew Mason-Cox MLC</b>	Liberal Party	
<b>The Hon Natalie Ward MLC</b>	Liberal Party	

**Item No:** C0820(1) Item 3

**Subject:** COMMUNITY GARDENS POLICY

**Prepared By:** Kate Jackson - Coordinator Community Sustainability

**Authorised By:** Jon Stiebel - Urban Sustainability Manager

---

## **RECOMMENDATION**

### **THAT:**

- 1. The draft Community Gardens Policy be placed on public exhibition; and**
  - 2. The results of the public exhibition are presented to Council along with a final Community Gardens Policy for adoption.**
- 

## **DISCUSSION**

Community gardens are community-managed spaces for non-commercial food growing and other gardening activities that benefit the local community. There are 19 well-established community gardens in the Inner West, including eight gardens and a food forest located in Council parks. Council has enabled local groups to establish and maintain these community gardens through licences and other agreements.

The draft Community Gardens Policy creates a framework for Council to support community gardens. It will enable the renewal of existing agreements for community gardens on Council land, many of which are in hold-over, and the future establishment of new community gardens.

Council staff have been developing the policy for some time with a view to harmonising the former council policies into one document and engaging with stakeholders including Council's Environment Advisory Committee, Denison Road Community Garden, Ashfield Community Garden, Marlborough Street Veggie Patch, Francis Street Community Garden, Mort Bay Community Garden, Punch Park Community Garden, Whites Creek Valley Park Food Forest, Whites Creek Community Garden, Taringa Street Community Garden, Summer Hill Community Garden.

It is recommended that the draft Policy be placed on public exhibition for 28 days. The Inner West community garden network will be advised of the public exhibition, including all groups managing community gardens on council land. Notices will be placed at all community garden sites located on Council land.

## **FINANCIAL IMPLICATIONS**

Nil

## **ATTACHMENTS**

1. [Draft Community Gardens Policy](#)

# INNER WEST

Item 3

## Community Gardens Policy



1

Attachment 1



## Community Gardens Policy

### DOCUMENT PROFILE

<b>Title</b>	Community Gardens Policy
<b>Summary</b>	The purpose of this policy is to provide a framework for Council to support community gardens.
<b>Background</b>	Council supports the establishment of appropriately designed and managed community gardens on Council land, to contribute to an ecologically sustainable Inner West, liveable neighbourhoods and caring, happy, healthy communities.
<b>Policy Type</b>	Council Policy
<b>Relevant Strategic Plan Objective</b>	<p><b>Our Inner West 2036: Community Strategic Plan</b></p> <p><i>Strategic direction 1: An ecologically sustainable Inner West</i></p> <p>1.1.1 Provide the support needed for people to live sustainably</p> <p>1.1.3. Create spaces for growing food</p> <p>1.1.5 Support the community to provide green infrastructure that supports increased ecosystem services</p> <p>1.2.1 Support people to protect, restore, enhance and connect with nature in the Inner West</p> <p>1.3.1 Collaborate to deliver water-sensitive plans, decisions and infrastructure.</p> <p>1.5.3. Divert organic material from landfill</p> <p><i>Strategic direction 2: Unique, liveable, networked neighbourhoods</i></p> <p>2.1.3. Improve the quality, and investigate better access and use of existing community assets</p> <p>2.3.1. Plan and deliver public spaces that fulfil and support diverse community needs and life</p> <p><i>Strategic direction 4: Caring, happy, healthy communities</i></p> <p>4.1.1 Foster inclusive communities where everyone can participate in community life</p> <p>4.3.1. Provide the facilities, spaces and programs that support wellbeing and active and healthy communities</p> <p>4.3.2. Provide opportunities for people to participate in recreational activities they enjoy</p>
<b>Relevant Council References</b>	<ul style="list-style-type: none"> <li>• Community Engagement Framework (2019)</li> <li>• Grants and Fee Scale Policy (2020)</li> <li>• Inclusion Action Plan for People with a Disability (2017-2021)</li> <li>• Weed Management Policy (2019)</li> <li>• Pesticide Use Notification Plan 2019 - 2022 (2019)</li> <li>• Complaints Handling Policy (2018)</li> <li>• Land and Property Strategy (2019)</li> <li>• Land and Property Policy (2019)</li> <li>• Community Gardens Guidelines (in draft)</li> <li>• Relevant parks Plans of Management (various)</li> </ul>

<b>Main Legislative or Regulatory Reference</b>	Local Government Act 1993
<b>Applicable Delegation of Authority</b>	As per delegations' register
<b>Other External References</b>	NIL
<b>Attachments</b>	NIL
<b>Record Notes</b>	Externally available document
<b>Version Control</b>	See last page

<b>Document:</b>	Council Policy	<i>Uncontrolled Copy When Printed</i>	
<b>Custodian:</b>	Urban Sustainability Manager	<b>Version #</b>	Version 1
<b>Approved By:</b>	CEO	<b>ECM Ref #</b>	XXXXXX
<b>Adopted By:</b>	Council	<b>Publish Location</b>	Internet
<b>Adopted Date and Minute #:</b>	Xx / xx / xx	<b>Next Review Date</b>	XX / XX / xX



## 1. PURPOSE

The purpose of this policy is to provide a framework for Council to support community gardens.

## 2. BACKGROUND

Council is responsible for managing the competing demands on Council land in the densely populated Inner West. Council supports the establishment of community gardens on this land for food growing where appropriate. The benefits that flow from the establishment of community gardens include:

- Access to local, organically grown food
- Enjoyable, creative spaces
- Improved wellbeing, social inclusion and community connection, reduced loneliness and social isolation
- Public examples of sustainable design and alternative ways to use public space
- Enhanced, unique character in neighbourhoods through local cultural enrichment
- Active and healthy communities, through increased passive recreation and healthy eating
- Building a more resilient community who are producers not just consumers of food
- Improved opportunities for learning and participation in community life
- Reduced carbon emissions through lower intensity food production and composting, and soil carbon storage
- Improved soil and water health through green infrastructure, permeable surfaces and rainwater reuse
- Improved biodiversity through habitat creation

## 3. OBJECTIVES

The objectives of this policy are:

- To enable community groups to successfully establish and run community gardens
- To ensure community gardens on Council land are appropriately governed, designed and managed
- To establish a clear and transparent approvals framework for community garden groups on Council land
- To develop a local network of community gardens that is accessible, open and inclusive and benefits the Inner West community
- To confirm support available through Council

## 4. SCOPE

### 4.1 In scope

This policy applies to all community gardens in the Inner West local government area.  
Section 7.1 only applies to community gardens on Council land.

### 4.2 Out of scope

This policy does not apply to:

- Verge gardens and gardens in laneways and other areas of the road reserve
- Gardens on private property where community access is not allowed

## 5. DEFINITIONS

**Community garden:** Community-managed space for non-commercial food growing and other gardening activities, accessible to and for the benefit of the local community

**Community garden group (“group”):** Not-for-profit, incorporated group managing, or seeking to establish, a community garden

**Council land:** Land owned or under the care, control and management of Inner West Council, that is both zoned as RE1 Public Recreation and allows for community gardening in its park Plan of Management

## 6. POLICY STATEMENT

Council aims to enable and encourage community gardens that contribute to an ecologically sustainable Inner West, liveable neighbourhoods and caring, happy, healthy communities. Community gardens are led by and managed by community members. Community guardianship strengthens the longevity, sustainability and success of community gardens.

The establishment and development of community gardens on Council land have historically been facilitated through licences although a deed can be used. Community garden groups can apply for Council grant funding to develop appropriately designed and managed community gardens, including groups operating on land not owned or managed by Council.

## 7. POLICY

### 7.1 Community gardens on Council land

This section 7.1 applies only to community gardens on Council land.

Council enables community gardens to operate on land it manages through licences or deeds.

Other community gardens in the Inner West, on land that is not managed by Council (including church and school land), must obtain permission from the relevant land manager, and relevant planning approvals from Council.

Council may support the establishment of new community gardens on Council land where it can be demonstrated that:

- The park's Plan of Management authorises community gardening
- The proposed community garden is in keeping with the Plan of Management, the open space values of the park are not adversely affected, and potential for conflict with existing users and neighbours is minimised
- The proposed site is not within an area identified by Council as important for wildlife protection and the potential for conflict with native animals is avoided
- The design and function of the proposed community garden is one which will have long term benefits for the community, is inclusive and not for private benefit
- There is wide support for a community garden in a particular neighbourhood and that such needs are not currently met locally
- There has been comprehensive community engagement on the development of the proposed community garden
- The community garden group has an agreed framework for governance, self-management and resourcing of the proposed community garden for example the group is incorporated, with a risk management framework, Code of Conduct and resourcing plan
- The group has sufficient resources to establish and manage the proposed community garden in the long term

#### 7.1.2 Eligibility

To use Council land, groups must be incorporated and not-for-profit, and successfully apply for a licence or deed through the process outlined in Section 9. The group's committee members and membership should be predominantly Inner West community members. The community garden must be open to the public at all times and benefit the Inner West community.

#### 7.1.3 Application process

Establishing a community garden can be a complex and lengthy process that requires consultation with multiple stakeholders. The establishment and management of

6

community gardens requires substantial effort and involvement from community volunteers in planning, decision-making and day-to-day garden activities. Being community-led, community gardens involve minimal Council management, support or intervention.

The application process is designed to ensure that community garden groups have a solid foundation before a licence or deed is signed, particularly in terms of group governance, project planning and community support.

During the application period, relationships and shared expectations are established between the group, Council and wider community. Council provides guidance to groups during this time. The goal is that groups are empowered to enjoy relative independence, community goodwill and long-term success.

The flowchart in Section 9 outlines the steps to establish a new community garden.

## 7.1.4 Community garden activities

Activities typically include the installation of raised bed gardens, composting and worm farming, mulching, organic garden management, growing and harvesting of food plants, establishment and maintenance of rainwater harvesting systems, and non-commercial community events like working bees, open days, workshops and tours.

Due to widespread soil contamination in the Inner West, all new garden beds are required to be raised.

When making decisions about which activities it agrees to, Council will consider the context of each site and each group's needs and capacity. Some activities may require development approval.

## 7.1.5 Access and inclusion

Community gardens should be welcoming and inclusive places. Inclusive practices can be deliberately planned, through physical garden design, diverse opportunities for participation, a welcoming group culture, regular promotion, clear communication, and connecting with the broader community.

Council has an obligation to ensure public access to parks, and requires community gardens to be accessible at all times. Gardens in public spaces can be subject to theft or damage including those that have high fences and locked gates. Offering an inclusive and welcoming space that is regularly used can be a positive way to reduce this risk.

## 7.1.6 Ongoing requirements

Ongoing requirements will be included as conditions of the deed or licence with Council. Generally, community garden groups are expected to:

- Comply with the law, this policy and conditions of their deed or licence
- Work safely and manage risks



- Protect the environment
- Ensure the public can access the community garden
- Maintain a pleasant, safe and welcoming environment
- Establish and follow a code of conduct and conflict resolution process
- Liaise with Council, provide information and participate in activities as required in their agreement
- Support use of the community garden for education and demonstration purposes

## 7.1.7 Council fees and charges

Council does not charge groups to use Council land for community gardening. Council reserves the right to charge groups for the cost of utilities, such as water.

## 7.1.8 Risk management and insurance

All community garden groups working on Council land must satisfactorily complete a risk management process before a licence or deed to undertake community garden work is developed. It is essential that community garden groups identify and manage risks associated with undertaking a publicly accessible community garden project and be registered on Council's volunteer register. Council and groups have a duty of care to the community who access community gardens.

Council requires community garden groups working on Council land to hold appropriate insurances. Council has insurance cover for individual volunteers for approved community garden activities however community groups must ensure they take out public liability insurance cover to the value of \$20,000,000 for any third party claims.

Any claim made against Council's insurance policy for an individual volunteer will be subject to an assessment by Council's insurer to determine whether the claim meets the requirements of the policy, whether the volunteer is on Council's volunteer register and whether appropriate risk management and workplace safety practices have been adhered to by the volunteer.

## 7.2 Council support available to all community gardens

Many community gardens are on land that is not managed by Council, including gardens on church and school land.

Support available to all community garden groups from Council includes:

- Access to contestable grant funding for the establishment or development of community garden projects, in line with Council's Grants and Fee Scale Policy and the annual Grant Program Guidelines
- Promotion through Council's website, workshops, communications, events and publications
- In-kind support where resources are available (e.g. native seedlings and mulch)

- Community garden network support to promote peer-to-peer learning and development
- Free or reduced cost access to community venues, in line with the Grants and Fee Scale Policy

Support does not include:

- Administrative functions (e.g. chairing meetings, minute taking, photocopying)
- Operational funding such as incorporation fees, wages, and on-going provision of materials
- Financial administration, including holding money on behalf of community garden groups
- Promotional services for individual groups (e.g. maintenance of social media accounts, online platforms, flyer design and distribution)
- Consumables, food or beverages

## 8. RESPONSIBILITIES

Urban Sustainability Manager is responsible for:

- Ensuring that staff have adequate resources to comply with the requirements of this policy
- Reviewing and updating this policy as and when needed
- Approving community garden applications and entering licences or deeds

Urban Sustainability staff are responsible for:

- Reviewing applications in accordance with this policy
- Liaising with community gardens groups regarding applications and agreements

Parks Planning and Recreation staff are responsible for:

- Providing advice on parks plans of management in relation to community garden applications

Lawyer is responsible for:

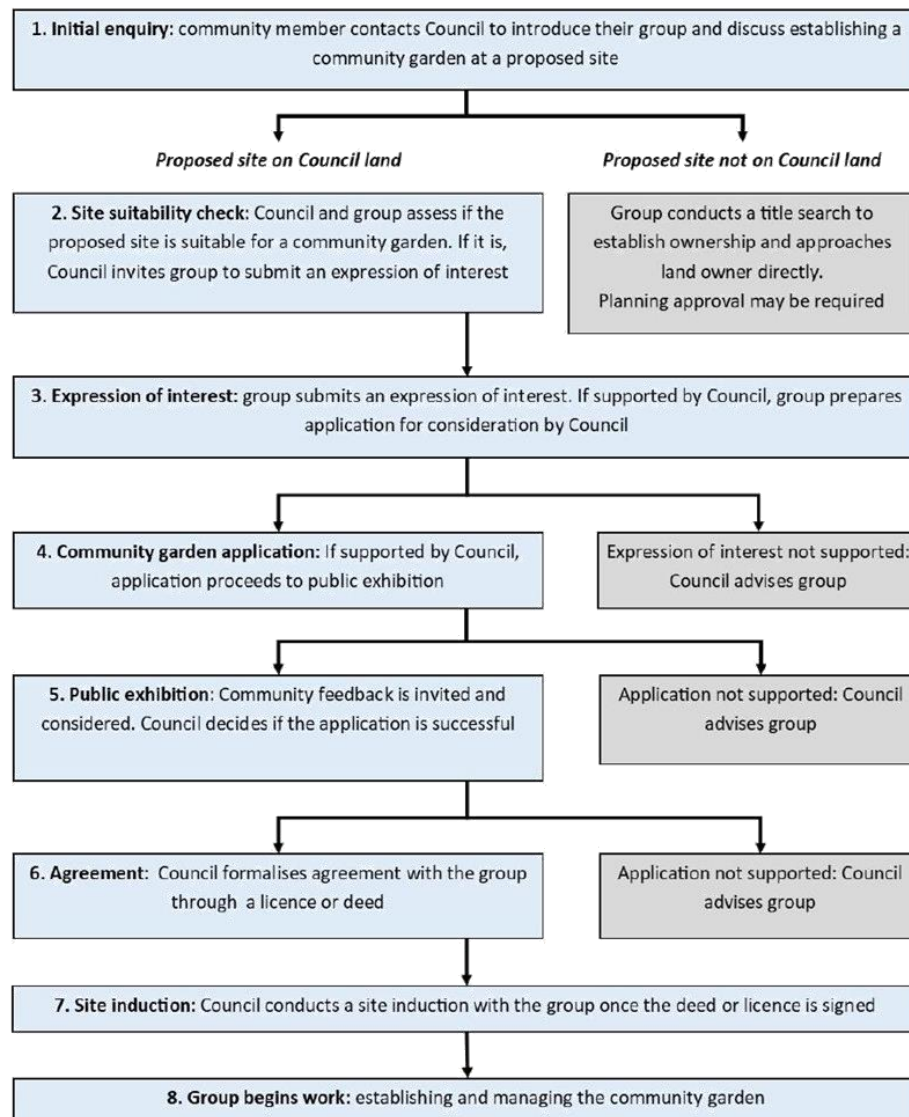
- Drafting licence or deed

Community garden groups are responsible for:

- Developing and maintaining community gardens in accordance with this policy and their licence or deed

## 9. ASSOCIATED PROCEDURE

### Starting a community garden on Council land - refer to Community Gardens Guidelines for further details



#### Version Control - POLICY HISTORY: Draft 28 May 2020 Governance Use only:

Version	Amended By	Changes Made	Date	ECM#
1				

**Item No:** C0820(1) Item 4

**Subject:** EUROBODALLA COMMUNITY RELATIONSHIP DEVELOPMENT

**Prepared By:** Johanne Gallagher - Community and Cultural Planning Coordinator

**Authorised By:** Caroline McLeod - Acting Director City Living

---

## RECOMMENDATION

**THAT discussions on a formal Community to Community Relationship between the Inner West and Eurobodalla Councils be initiated.**

---

## DISCUSSION

The previous Leichhardt and Ashfield councils both had domestic Community to Community relationships. Ashfield was paired with Parkes City Council and the local Peak Hill Aboriginal community. Initial discussion with Eurobodalla Council supports development of a Community to Community Relationship with Inner West Council. Initial ideas for further exploration include the following:

1. Mutual sharing on:
  - Policies
  - Sustainable procurement
  - Managing bushland reserves
  - Public and environmental health, particularly in the COVID era.
2. Opportunities for mentoring in the development of internal services for example Inner West Council might advise on the development of support for Aboriginal staff. It may also be that a relationship could be established between local Aboriginal people and families at Eurobodalla and those in the Inner West.
3. Tourism, event and business development with the potential of promoting Eurobodalla to Inner West residents.

Feedback from Eurobodalla Council on the secondment of four Planning Officers following the summer bush fires, and the experience of the officers themselves, indicates that professional development opportunities would also benefit both Councils and their communities.

## FINANCIAL IMPLICATIONS

Nil

## ATTACHMENTS

Nil.



**Item No:** C0820(1) Item 5

**Subject:** 776 PARRAMATTA ROAD LEWISHAM - VOLUNTARY PLANNING AGREEMENT

**Prepared By:** Bojan Sodic - Strategic Investments Manager

**Authorised By:** Elizabeth Richardson - Chief Operating Officer, Director Development & Recreation

## RECOMMENDATION

**THAT Council enter into the Voluntary Planning Agreement shown as Attachment 1 for 776 Parramatta Road Lewisham with Moweno Pty Ltd (the proponent) where the proponent will provide Council with a monetary contribution of \$10,000.**

## DISCUSSION

The site is located at 776 Parramatta Road, Lewisham. The site contains a three-storey residential building and is located near the intersection of Carrington Street and Parramatta Road. Development Application (DA201800240) sought to demolish part of the premises and carry out alterations and additions to the existing building and to use the premises as a boarding house. The matter was appealed to the NSW Land and Environment Court. Council entered into a Section 34 agreement which includes a deferred commencement consent condition to enter into the VPA:

### *PART A – DEFERRED COMMENCEMENT CONSENT*

*A. This consent is not to operate until the Applicant satisfies the Council, within 4 months of the date of this consent that:*

#### *1. Deferred Commencement condition*

*In accordance with the letter of offer dated 3 September 2019 made by on behalf of the Applicant by its legal representative, the Applicant is to enter into a Planning Agreement under section 93F of the Environmental Planning and Assessment Act 1979 with Council to make a monetary contribution to the Council in the amount of \$10,000.00 in lieu of the applicant's proposal providing no car parking for the proposal. The following conditions of consent will be included in the development consent after fulfilment of the deferred commencement condition.*

## FINANCIAL IMPLICATIONS

The VPA value is a monetary contribution of \$10,000.

## PUBLIC CONSULTATION

The VPA has been on Public Exhibition for 28 days and Council did not receive any submissions from the public

## ATTACHMENTS

1. [776 Parramatta Road - VPA](#)

## Voluntary Planning Agreement

Policy

53-449

### PLANNING AGREEMENT

#### Parties

Inner West Council

of 260 Liverpool Road, Ashfield, New South Wales **(Council)**

and

Moweno Pty Ltd

(ACN XXXXXXXXXX)

of 776 Parramatta Road, Lewisham **(Developer)**.

#### Background

- A. On 4 June 2018, the Developer made a Development Application to the Council for Development Consent to carry out the Development on the Land.
- B. On 10 January 2019, the Developer lodged a class 1 appeal to the Land and Environment Court against Council's deemed refusal of the development application.
- C. Prior to the determination of the development application by the Court, a letter of offer dated 3 September 2019 was provided to the council by the Developer to enter into this Agreement to provide for a monetary contribution of \$10,000 to be applied by Council to the provision of parking in the locality of the land.

#### Operative provisions

##### 1 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act.

##### 2 Application of this Agreement

This agreement applies to DA201800240 for premise known as 776 Parramatta Road,

Policy **Voluntary Planning Agreement** 53-449

Lewisham, being Lot 16 in DP 2357 and arises out of the Land and Environment Court proceeding 2019/9578.

### 3 Operation of this Agreement

This deed commences on the date that the deed is signed by the parties.

### 4 Definitions and interpretation

4.1 **Act** means the Environmental Planning and Assessment Act 1979 (NSW).

**Dealing**, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

**Development** means the Development Consent granted by the Land and Environment Court of NSW with regard to Development Application DA201800240.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means a monetary contribution, the dedication of land or the provision of a material public benefit.

**GST** has the same meaning as in the GST Law.

**GST Law** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Land** means Lots 16 DP 2357 known as 776 Parramatta Road, Lewisham.

**Letter of Offer** means the Letter dated 3 September 2019 from Conomos Legal to Inner West Council.

**Party** means a party to this agreement, including their successors and assigns.

**Regulation** means the Environmental Planning and Assessment Regulation 2000.

## Voluntary Planning Agreement

Policy

53-449

4.2 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.

(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, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

Policy

Voluntary Planning Agreement

53-449

(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.

(n) Any schedules and attachments form part of this Agreement.

Policy Voluntary Planning Agreement 53-449

## 5 Development Contributions to be made under this Agreement

The Developer is to provide a monetary contribution of \$10,000 to Inner West Council to be applied by Inner West Council toward the provision of parking in the Local Council Area.

## 6 Application of the Development Contributions

The monetary contribution referred to at 5 above is to be applied by Inner West Council towards the provision of parking in the Local Council Area.

## 7 Application of s7.11 and s7.12 of the Act to the Development

The application of s7.11 and s7.12 are not excluded as a consequence of this Voluntary Planning Agreement.

## 8 Registration of this Agreement

The parties agree that this Voluntary Planning Agreement does not need to be registered for the purpose of s7.6 of the Act.

## 9 Review of this Agreement

This agreement can be reviewed if agreed to by both parties.

## 10 Dispute Resolution

### 10.1 Notice of dispute

- (1) If a dispute or lack of certainty between the parties arises in connection with this document or its subject matter (**Dispute**), then either party (**First Party**) must give to the other (**Second Party**) a notice which:
  - (a) is in writing;
  - (b) adequately identifies and provides details of the Dispute;
  - (c) stipulates what the First Party believes will resolve the Dispute; and



Policy	Voluntary Planning Agreement	53-449
	<p>(d) designates its representative (<b>Representative</b>) to negotiate the Dispute.</p> <p>(2) The Second Party must, within five (5) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person to negotiate the Dispute (the representatives designated by the parties being together, the <b>Representatives</b>).</p>	
	<p><b>10.2 Conduct pending resolution</b></p> <p>The parties must continue to perform their respective obligations under this document if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other parties against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.</p>	
	<p><b>10.3 Further steps required before proceedings</b></p> <p>Subject to clauses 10.14 and 10.15 and except as otherwise expressly provided in his document, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 10.5 or determination by an expert under clause 10.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within five (5) Business Days of the date a notice under clause (2) is served.</p>	
	<p><b>10.4 Disputes for mediation or expert determination</b></p> <p>If the Representatives have not been able to resolve the Dispute, then the parties must agree within five (5) Business Days to either refer the matter to mediation under clause 10.5 or expert resolution under clause 10.6.</p>	
	<p><b>10.5 Disputes for mediation</b></p> <p>10.5.1 If the parties agree in accordance with clause 10.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the parties and, if the parties cannot agree within five (5) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.</p> <p>10.5.2 If the mediation referred to in paragraph 10.5.1 has not resulted in settlement of the Dispute and has been terminated, the parties may agree to have the matter determined by expert determination under clause 10.6.</p>	
	<p><b>10.6 Choice of expert</b></p> <p>10.6.1 If the Dispute is to be determined by expert determination, this clause 10.6 applies.</p> <p>10.6.2 The Dispute must be determined by an independent expert in the relevant field:</p> <p style="padding-left: 40px;">10.6.2.1 agreed between and appointed jointly by the parties; or</p> <p style="padding-left: 40px;">10.6.2.2 in the absence of document within five (5) Business Days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.</p> <p>10.6.3 If the parties fail to agree as to the relevant field within five (5) Business Days after the date that the matter is required to be determined by expert determination, either party may refer the matter to the President of the Law Society of New South Wales</p>	

**Policy** **Voluntary Planning Agreement** **53-449**

for the time being whose decision as to the relevant field is final and binding on the parties.

**10.6.4** The expert appointed to determine a Dispute:

10.6.4.1 must have a technical understanding of the issues in dispute;

10.6.4.2 must not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and

10.6.4.3 must inform the parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the parties.

**10.6.5** The parties must promptly enter into a document with the expert appointed under this clause 10.6 setting out the terms of the expert's determination and the fees payable to the expert.

**10.7** **Directions to expert**

**10.7.1** In reaching a determination in respect of a dispute under clause 10.6, the independent expert must give effect to the intent of the parties entering into this document and the purposes of this document.

**10.7.2** The expert must:

10.7.2.1 act as an expert and not as an arbitrator;

10.7.2.2 proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;

10.7.2.3 not accept verbal submissions unless both parties are present;

10.7.2.4 on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;

10.7.2.5 take into consideration all documents, information and other material which the parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;

10.7.2.6 not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);

10.7.2.7 issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party ten (10) Business Days to make further submissions;

10.7.2.8 issue a final certificate stating the expert's determination (together with written reasons); and

10.7.2.9 act with expedition with a view to issuing the final certificate as soon as practicable.



Policy	Voluntary Planning Agreement	53-449
	<p>10.7.3 The parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:</p> <p>10.7.3.1 a short statement of facts;</p> <p>10.7.3.2 a description of the Dispute; and</p> <p>10.7.3.3 any other documents, records or information which the expert requests.</p> <p><b>10.8 Expert may commission reports</b></p> <p>10.8.1 Subject to paragraph 10.8.2:</p> <p>10.8.1.1 the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination; and</p> <p>10.8.1.2 the parties must indemnify the expert for the cost of those advisers or consultants in accordance with clause 10.6.5 of this deed.</p> <p>10.8.2 The parties must approve the costs of those advisers or consultants in writing prior to the expert engaging those advisers or consultants.</p> <p><b>10.9 Expert may convene meetings</b></p> <p>10.9.1 The expert must hold a meeting with all of the parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.</p> <p>10.9.2 The parties agree that a meeting under paragraph 10.9.1 is not a hearing and is not an arbitration.</p> <p><b>10.10 Other courses of action</b></p> <p>If:</p> <p>10.10.1 the parties cannot agree in accordance with clause 10.4 to refer the matter to mediation or determination by an expert; or</p> <p>10.10.2 the mediation referred to in clause 10.5 has not resulted in settlement of the dispute, the mediation has been terminated and the parties have not agreed to refer the matter to expert determination within five (5) Business Days after termination of the mediation,</p> <p>then either party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.</p> <p><b>10.11 Confidentiality of information provided in dispute resolution process</b></p> <p>10.11.1 The parties agree, and must procure that the mediator and the expert agree as a condition of his or her appointment:</p>	

## Policy

### Voluntary Planning Agreement

53-449

- 10.11.1.1 subject to paragraph 10.11.2, to keep confidential all documents, information and other material disclosed to them during or in relation to the mediation or expert determination;
- 10.11.1.2 not to disclose any confidential documents, information and other material except:
  - 10.11.1.2.1 to a party or adviser or consultant who has signed a confidentiality undertaking; or
  - 10.11.1.2.2 if required by Law or any Authority to do so; and
- 10.11.1.3 not to use confidential documents, information or other material disclosed to them during or in relation to the mediation or expert determination for a purpose other than the mediation or expert determination.
- 10.11.2 The parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
  - 10.11.2.1 views expressed or proposals or suggestions made by a party or the mediator or the expert during the expert determination or mediation relating to a possible settlement of the Dispute;
  - 10.11.2.2 admissions or concessions made by a party during the mediation or expert determination in relation to the Dispute; and
  - 10.11.2.3 information, documents or other material concerning the dispute which are disclosed by a party during the mediation or expert determination unless such information, documents or facts would be discoverable in judicial or arbitral proceedings.
- 10.12 Final determination of expert**

The parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.
- 10.13 Costs**

If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.
- 10.14 Remedies available under the Act**

This clause does not operate to limit the availability of any remedies available to Council under the Act.
- 10.15 Urgent relief**

This clause 10 does not prevent a party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this document.

Policy **Voluntary Planning Agreement** 53-449

11 Enforcement

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

12 Notices

12.1 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.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

**Council: Inner West Council**

Attention: Mr Mark Bonanno

Address: 260 Liverpool Road, Ashfield, NSW 2131

Email: [mark.bonanno@innerwest.nsw.gov.au](mailto:mark.bonanno@innerwest.nsw.gov.au)

**Developer: Moweno Pty Ltd**

Attention: Mr Nick Vranas and Ms Fay Vranas

Address: 776 Parramatta Road, Lewisham

Email: [fayv@napf.com.au](mailto:fayv@napf.com.au)

<b>Policy</b>	<b>Voluntary Planning Agreement</b>	<b>53-449</b>
---------------	-------------------------------------	---------------

12.2 If a Party gives the other Party 3 business days notice of a change of its address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered or posted to the latest address.

12.3 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.

12.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 13 Costs

Each party is to pay its own costs of the negotiating, preparing and executing of the Agreement.

## 14 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

**Policy** **Voluntary Planning Agreement** **53-449**

Agreement was executed, except as permitted by law.

**15 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.

**16 Governing law and jurisdiction**

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

**17 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.

**18 No fetter**

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

**19 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

**Policy** **Voluntary Planning Agreement** **53-449**

not result in the breach of any law.

**20 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.

**21 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.

**22 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.

**23 GST**

If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.



## Voluntary Planning Agreement

Policy

53-449

**Executed by the parties as a Deed**

SIGNED AND DELIVERED BY INNER WEST COUNCIL  
by its Mayor and General Manager pursuant to a  
resolution of the Council dated \_\_\_\_\_ 2019

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
General Manager

EXECUTED BY MOWENO PTY LTD  
(ACN XXXXXXXX) by its sole Director  
and Secretary pursuant to section  
127 of the Corporations Act 2001

\_\_\_\_\_  
Signature of Sole Director and Secretary

\_\_\_\_\_  
Full Name (print)

Item 5

Attachment 1

**Item No:** C0820(1) Item 6

**Subject:** REQUEST FOR SPONSORSHIP OF INNER WEST PENINSULA  
PARTNERSHIP

**Prepared By:** Ian Naylor - Manager Governance

**Authorised By:** Michael Deegan – Chief Executive Officer

---

## RECOMMENDATION

**THAT Council give consideration to a request from the Inner West Peninsula Partnership for sponsorship funding of \$25,000.**

---

## DISCUSSION

Council has received correspondence from Christopher Brown of the Taylor Street Advisory representing the Inner West Peninsula Partnership. The Peninsular Partnership is comprised of representatives from the Balmain and Rozelle community with the aim of providing Council with an authoritative advocacy and advisory body to address a range of issues facing the Rozelle/Balmain area, most notably the revival of high street retail and patronage of Darling Street.

The Peninsula Partnership is requesting sponsorship of \$25,000 from Council.

The former Leichhardt Council provided a grant to the Peninsula Partnership to undertake a data analysis of spending patterns in the Darling Street catchment in 2016. The Peninsular Partnership have been successful in generating media engagement as an advocacy group for the area, with the Sydney Morning Herald running a story that same year.

The Peninsula Partnership is proposing that these funds would be used towards:-

1. Facilitating a high-level civic leadership group comprising local leaders from the business, government and community sectors. This cohort will workshop local issues and potential solutions, positions and approaches for the Council to put forward to the local community;
2. Assist Council in the curation of public forums to discuss relevant local projects and issues at the wider community level; and
3. Providing ongoing advisory services to the Mayor and CEO as required on State and Federal Government, media and major project issues of relevance to the Peninsula.

## FINANCIAL IMPLICATIONS

The request is for sponsorship of \$25,000.

## ATTACHMENTS

Nil.

**Item No:** C0820(1) Item 7  
**Subject:** DRAFT LOBBYING POLICY  
**Prepared By:** Ian Naylor - Manager Governance  
**Authorised By:** Michael Deegan - Chief Executive Officer

## RECOMMENDATION

**THAT the amended Draft Lobbying Policy shown as Attachment 1 be adopted and published on Council's Website along with a Lobbying Register and Lobbyist Registration Form.**

## DISCUSSION

The Draft Lobbying Policy was publicly exhibited late last year and nine submissions were received. The submissions raised concerns with the concept of lobbying of Council Officials, the need to strengthen the Policy and include stronger links to the Code of Conduct. The Policy has been amended in response to this feedback. The Engagement Outcomes report can be viewed at:

<https://yoursay.innerwest.nsw.gov.au/49686/widgets/261866/documents/175255>

The implementation of the Policy will include the creation of a lobbyist registration form and lobbyist register on Council's website.

## ATTACHMENTS

1. [Draft Lobbying Policy](#)



## LOBBYING POLICY

<b>Title</b>	Lobbying Policy
<b>Summary</b>	This policy sets out a framework and process for fair and legal lobbying of Council Officials.
<b>Policy Type</b>	Council
<b>Relevant Strategic Plan Objective</b>	Strategic Direction 5: Progressive local leadership
<b>Relevant Council References</b>	Code of Conduct Public Access to Information Policy
<b>Main Legislative Or Regulatory Reference</b>	Local Government Act 1993, Lobbying of Government Officials Act 2011, Environmental Planning and Assessment Act 1979, Independent Commission Against Corruption Act 1988 and Lobbying Local Government Councillors - A guide for councillors, constituents and other interested parties, August 2006 (ICAC).
<b>Record Notes</b>	Externally available document
<b>Version Control</b>	See last page

## 1. Introduction

It is in the public interest that lobbying is fair and does not undermine public confidence in impartial decision-making. The actions of Council Officials when lobbied must reduce the likelihood of perceptions of corrupt or inappropriate conduct and comply with appropriate probity principles.

## 2. Definitions

### Council Officials

Councillors, members of staff of Council, administrators, community members of Council's Committees and Local Democracy Groups and other special interest groups, conduct reviewers and delegates of Council.

### Inappropriate or unlawful conduct

An attempt to obtain preferential consideration or treatment based on factors other than the merits of a matter.

### Lobbying

Representations made to a Council Official either by an individual or group with a direct interest in a matter; or by an advocate acting on behalf of others.

### Lobbyist

Any person, community group, body corporate, association, partnership or firm who represent their own interests, interests of another body or a third party to a Council Official, but does not include:

- a) applicants or owners for a development application;
- b) charitable, religious and non-profit organisations;
- c) individuals making representations to inform the Council of their views on matters of public interest;
- d) peak industry bodies and professional organisations who represent the interests of their members;
- e) trade unions; or
- f) professionals, such as accountants, architects, lawyers, surveyors and town planners, where contact with Council on behalf of a client may be an incidental but necessary part of their usual work in order to provide their technical or professional services to their client.

### Lobbyist Register

A system of registering lobbyists as defined in this Policy for the purposes of transparency.

## 3. Provisions

- 3.1 All lobbyists, as defined by this Policy, are required to complete the Lobbyist Registration Form for each matter on which they intend to lobby Council. The register will be published on Council's website.
- 3.2 Attempts at inappropriate or unlawful conduct on the part of someone lobbying a Council Official may constitute corrupt conduct and must be reported to ICAC.

Council Officials must avoid conduct during the lobbying process that would be considered inappropriate. Examples of inappropriate conduct include:

- a) accepting undisclosed payments or benefits whilst making a decision that affects the gift giver's interests;
- b) accepting a political donation in return for the favourable exercise of discretion during decision-making. Ideally, councillors should keep the lobbying and fundraising activities in which they are involved quite separate to avoid even the perception that a political donation could influence their decision-making;
- c) granting or facilitating access to a particular individual or group while unreasonably denying similar access requested by another party;
- d) fettering discretion by giving undertakings in any form, to an interested party prior to considering all the information relevant to a decision;
- e) Councillors are under a particular obligation to give real and open consideration to all mandated matters when dealing with statutory powers such as those contained within the *Environmental Planning and Assessment Act 1979* and the *Local Government Act 1993*;
- f) acting in a manner that exceeds the role of a Councillor or employee as a result of being lobbied;
- g) disclosing confidential information or information not in the public domain whilst being lobbied;
- h) being influenced by factors that are irrelevant to the merits of the matter under consideration.

Council Officials who are lobbied over council matters by close friends, associates or relatives, even though they are not defined as a lobbyist, should request them to register on Council's Lobbyist Register so their lobbying is open and transparent. Council Officials should also consider whether the nature of their relationship and the impact of the matter on the lobbyist's interests give rise to a pecuniary or non-pecuniary interest under the Code of Conduct.

- 3.3 Council Officials should exercise judgement when deciding whether to be involved in private meetings with people seeking to influence a council decision. Suspicions of inappropriate lobbying can occur when lobbying is not open to public scrutiny. Regardless of whether such suspicions are justified, they still have the potential to undermine public confidence in council decision-making and adversely affect a person's reputation. Council Officials should:

- a) ensure that lobbyists are registered on Council's Lobbyist Register;;
- b) document meetings and significant telephone conversations with lobbyists;
- c) hold meetings in council premises;
- d) not meet alone;
- e) ask lobbyists who have requested a meeting to put their arguments in writing;
- f) not discuss or negotiate on an individual basis, any possible compensatory conditions or other development related matters. All such issues must be referred to the Chief Executive Officer for proper consideration and assessment;
- g) provide copies of information presented during lobbying meetings to the Chief Executive Officer for consideration and assessment, distributing to other Councillors and filing as part of Council's records prior to any subsequent Council meeting where the matter may be reported;
- h) provide copies to the Chief Executive Officer, of e- mails and correspondence received from lobbyists;
- i) declare at a council meeting conflicts of interests about lobbying.



- 3.4 Under no circumstances, should lobbying of Council Officials take place by tenderers about the outcome of a tender process.

#### 4. Responsibilities

- a) Council Officials are responsible for complying with the provisions of this Policy and the Code of Conduct and referring close friends, associates or relatives who lobby them to register as lobbyists and consider any conflicts of interest that may arise out these relationships.
- b) Council Officials are responsible for reporting any inappropriate lobbying, efforts to unduly influence the decision-making process or unlawful conduct to ICAC.
- c) All lobbyists, as defined by this policy, are responsible for registering with the Council and complying with the Registration Procedures and Protocols and Council's *Code of Conduct*.
- d) The Chief Executive Officer is responsible for taking action as per the Code of Conduct for Council Officials where breaches of the policy are reported.

#### 5. Policy review

This policy is subject to review every two years.

#### Version Control - POLICY HISTORY:

*Governance Use only:*

Version	Amended By	Changes Made	Date	ECM/TRIM #
1	Governance	Draft Policy	September 2019	33820274
2	Governance	Draft Policy after Exhibition	July 2020	33820274

Document:	Council Policy	Uncontrolled Copy When Printed	
Custodian:	Governance Manager	Version #	Version 2
Approved By:	CEO	ECM Ref #	33820274
Adopted By:	Council	Publish Location	Intranet/ Internet
Adopted Date and Minute #:		Next Review Date	

---

**Item No:** C0820(1) Item 8  
**Subject:** NOTICE OF MOTION TO RESCIND: C0419(1) ITEM 5 LOCAL TRAFFIC COMMITTEE MEETING: LTC0419 ITEM 6 - GANNON LANE, TEMPE - 30 APRIL 2019  
**From:** The Mayor, Councillor Darcy Byrne

---

**MOTION:**

I, the abovementioned Councillor, hereby submit a Notice of Motion to rescind Council's resolution of **C0419(1) Item 5 Local Traffic Committee Meeting: Ltc0419 Item 6 - Gannon Lane, Tempe**, and propose the alternative Motion be adopted as follows:

**The installation of 10m 'No Stopping' signage on the eastern side of Gannon Lane, Tempe, between the rear access of property Nos.767 & 769 Princes Highway (replacing the current 'No Parking 5am-10am Fridays' signage) be APPROVED.**

---

**Officer's Comments:**

**Coment from Traffic and Transport Planning Manager:**

Staff recommended and the Traffic Committee approved 'No Stopping' signage in April 2019 and Council resolved to not adopt this recommendation at its Meeting of 30 April 2019.

**ATTACHMENTS**

Nil.

**Item No:** C0820(1) Item 9  
**Subject:** NOTICE OF MOTION: COUNCIL'S COMMITMENT TO THE ELIMINATION OF DOMESTIC AND FAMILY VIOLENCE  
**From:** Councillor Pauline Lockie

**MOTION:**

**THAT Council:**

1. Notes its long-standing and ongoing commitment to working in partnership with local community groups, organisations, networks and key national associations to reduce domestic and family violence across the Inner West;
2. Develops a gender equity strategy in collaboration with peak bodies, the Inner West Council domestic and family violence strategic reference group, and the domestic and family violence liaison committee to ensure that Council works to address gender inequality, a key driver of domestic and family violence. The draft of this strategy to be reported to Council no later than July 2021; and
3. Continues its coordination of initiatives that enable a whole of community response to domestic and family violence.

**Background**

Domestic and family violence continues to impact our community in devastating ways. Council plays a critical role in addressing domestic and family violence in our local area through initiatives such as 16 Days of Activism, Love Bites, the Inner West Domestic and Family Violence Liaison Committee, and the Speak Out Campaign.

These initiatives have been supported by a funding commitment of \$78,000 per year, which has been allocated in Council's four-year Operational Plan until 2020/21. Developing a gender equity strategy that builds on the work and progress made to date will help shape Council's funding priorities from 2021/22, as well as the strategic leadership and support we provide in this area.

National and international research shows that gender inequality is a key driver of violence against women. Data shows that countries with greater equality between women and men tend to have lower levels of violence against women.<sup>1</sup>

A gender equity strategy will help Council identify and address the complex social norms that enable domestic and family violence in the Inner West. It will provide a framework for addressing the drivers of domestic and family violence, including actions to:

- Challenge the condoning of violence against women.
- Promote women's independence and decision-making in public life and relationships.
- Foster positive personal identities, and challenge gender stereotypes and roles.
- Strength positive, equal and respectful relationships between women and men, and girls and boys.

<sup>1</sup> United Nations Development Fund for Women (UNIFEM), 'Investing in Gender Equality: Ending Violence against Women and Girls', 2008. <http://www.unwomen.org/en/digital-library/publications/2010/1/ending-violence-against-women-and-girls-unifem-strategy-and-information-kit>

- Promote and normalise gender equality in public and private life.

While reducing domestic and family violence is imperative for Council at any time, it's particularly pressing now given the impact the COVID-19 pandemic is having on people at risk and survivors of domestic and family violence.

New research from the Australian Institute of Criminology has provided strong evidence of an increase in incidents of violence against women since the pandemic began.<sup>2</sup> There is evidence to suggest restrictions designed to enforce social distancing have made it more difficult for people to seek the help they need, which may explain why incidents reported to police have not increased.<sup>3</sup> Our Watch has also reported that Google searches on domestic violence have increased by 75% since March.<sup>4</sup>

There is also increasing evidence that the economic impact of the pandemic is hitting women harder than men, which will further entrench gender inequality. For example, industries and job types dominated by women among those most badly affected by the downturn.<sup>5</sup> Twice as many women as men will see their JobKeeper payments halved when the federal government reduces these subsidies from September.<sup>6</sup> The end of free childcare and removal of JobKeeper subsidies for the sector will also leave women worse off.<sup>7</sup>

Council is in a position to continue to be a leader and innovator in this space by creating a strategic framework that can work across our diverse and unique community. By doing so, we can create a safer community that promotes gender equity, healthy relationships and active bystanders.

### **Officer's Comments:**

Staff have no comment.

### **ATTACHMENTS**

Nil.

<sup>2</sup> <https://www.aic.gov.au/publications/sb/sb28>

<sup>3</sup> <https://www.anrows.org.au/media-releases/survey-of-australian-women-shows-domestic-violence-has-escalated-during-coronavirus-pandemic/>

<sup>4</sup> <https://www.ourwatch.org.au/resource/concerning-violence-against-women-during-covid-19-and-a-reminder-to-media-our-watch/>

<sup>5</sup> <https://www.smh.com.au/national/frydenberg-s-mini-budget-needs-to-measure-up-to-this-test-20200721-p55dzz.html>

<sup>6</sup> <https://www.smh.com.au/politics/federal/women-losing-out-twice-as-much-from-jobkeeper-2-0-20200724-p55f0t.html>

<sup>7</sup> <https://www.thesaturdaypaper.com.au/news/politics/2020/07/18/childcare-centres-financial-risk/159499440010128>

Item No: C0820(1) Item 10  
Subject: NOTICE OF MOTION: THE BOWER AND REVERSE GARBAGE  
From: Councillor Marghanita Da Cruz

**MOTION:**

**THAT Council:**

1. **Notes the Sustainability Advisory Committee feedback March 2020:**
  - **Stronger targets to get to zero waste**
  - **Support for organics services**
  - **Preference for scheduled clean-up for scavenging**
  - **Greater focus on reuse and repair**
  - **More local drop-offs for problem wastes**
2. **Recognises the niche the Bower and Reverse Garbage make in the local reuse and repair eco-system;**
3. **Notes that Inner West Council is looking into establishing a partnership with the two Not for Profit Organisation;**
4. **Notes officer's advice that COVID-19 Grants of \$25,000 to each organisation from the Domestic Waste Management Reserves is not possible at this time; and**
5. **Encourages the two organisations to apply for the next round of environmental grants to the amount of \$10,000 in October 2020.**

**Background**

During the COVID-19 Lockdown Reverse Garbage and the Bower both continued to deliver their essential waste services at the Addison Road Community Centre. Both are registered charities who extend the life of manufactured goods by diverting items from the recycling and landfill streams to their **repair, re-use** and educational programs.

The Bower is on track to divert 500 tonnes of working, repairable and reusable tools, cables, electronics, electrical appliances, furniture, garden and building materials from landfill in 2020. The Waste Levy for 20/21 is set at \$146.00 per tonne, plus tip and logistics costs this provides real savings to councils and residents. The Bower has collected 70 tonnes from the Inner West which translates to a savings of \$26,600 (at \$380/tonne which is the advertised tip fee at Kimbriki Resource Recovery Centre at Terrey Hills) from landfill alone leaving aside the value of the goods.

Inner West Council pays the Bower about \$5,000pa to provide a free pickup service to residents. Items can also be dropped of at the Bower's Addison Road HQ.

A Commonwealth Government commissioned report found "The market security and pricing for recyclables is strongly linked to the availability of markets back into new product, either as packaging or durable goods. There is a recognition that government and major brands have a role in procuring recycled content product in order to create the market pull for a healthy circular outcome" Recycling market situation, Sustainable Resource Use Pty Ltd report for Dept. of Environment and Energy, September 2019.

The Bower runs a House to Home program under which it provides free gift vouchers to:

- the Asylum Seeker's Centre in Newtown to pass on to their clients;
- Bonnies who provide support and/or accommodation to women and their children who are homeless, at risk of homelessness or escaping domestic and family violence;
- Community Migrant Resource Centre (CMRC) provides support services to newly arrived migrants, refugees and humanitarian entrants;
- Women's and Girls' Emergency Centre supporting women, children and families who are experiencing or at risk of homelessness and/or domestic and family violence;
- Mary's House provides a quality refuge for women and their children escaping domestic violence.
- Parramatta Mission Community Housing provides short to medium term accommodation while you work with your support provider to find permanent housing;
- The House of Welcome exists to welcome, shelter and empower people seeking asylum and refugees regardless of their age, gender, sexuality, nationality or religion;
- SSI is also the lead partner of a consortium called the NSW Settlement Partnership (NSP), which comprises 22 organisations. The NSP partnership delivers settlement services across most of NSW, under the Department of Social Services' Settlement Services Program (SSP). The SSP delivers core settlement support for humanitarian entrants and migrants in their first five years in Australia.;
- Life Without Barriers provides care and support services to young people who are temporarily unable to live with family or foster carers, immediate and safe accommodation for people experiencing abuse or violence in their relationship and Supported Accommodation

The Bower provides free "gift vouchers" to humanitarian service organisations which pass them on to their clients asylum seekers and survivors of domestic violence to the Bower stores with a "gift certificate" to select and collect at no cost the items that suit their individual needs and preferences. The Bower will source, collect and deliver those items at no cost to the individuals.

The Bower has seen an increase in demand for their House to Home program which furnishes homes for refugees and asylum seekers and survivors of domestic violence, according to individual needs and preferences by facilitating the re-homing of household goods, furniture and appliances, and help turn a 'house' into a 'home'. Since its inception in September 2016, the Bower has helped 325 *families* and gave away goods to the value of \$96,000. In addition to the partnerships with humanitarian organisations the Bower has also established a 'Subsidised Goods Program' whereby the Bower covers the entire cost to assist individuals who are neither a refugee nor a survivor of domestic violence but still need access to household goods.

In addition to the partnerships with humanitarian organisations the Bower has also established a 'Subsidised Goods Program' to support individuals. In 2018-19 there were 4 requests and \$1,260 worth of goods was provided.

Prior to the lockdown the Bower provided placements under the work for the dole program



which has been suspended. Under the program the organisations providing a placement received funding. The Bower is also working with the Australian Unemployed Workers Union to disseminate information about the alternatives, to Work for the Dole, to meet the [Mutual Obligation Requirements](#)

The Bower's Banga electrical workshop has opened its doors at Sydney's Green Square (City of Sydney) to provide space for people to meet, learn, and share skills. The shed houses a tool library and hosts a weekly repair café, electronic skills workshops, and testing and tagging services.

The Bower partners with City of Parramatta Council and [Supporting and Linking Tradeswomen](#) (SALT) to operate the Parramatta Women's Shed. The Shed provides a safe and supportive space for women to learn skills such as using power tools, doing basic plumbing and carpentry.

The Bower runs Woodworks at Redfern. Woodworks is a Men's Shed which works on reuse and repair projects using recycled materials. Many of their materials and projects are sourced from The Bower, and finished products are offered for sale [at](#) the bower's retail outlets.

### **Reverse Garbage**

Reverse Garbage was founded in 1974 to save materials from going to waste in landfill and to renew their value by making them available for reuse by families, students, artists and community groups. Every time a product is thrown away, all the materials and energy that went into its initial production go to waste.

Each Year Reverse Garbage accepts around 100 football fields' worth of industrial off-cuts, over-runs, art and craft materials, stage props, knick-knacks, furniture and other odds and ends, which would otherwise have gone to landfill. The items are made available at low cost via the Reverse Garbage warehouse at Addison Road and online.

To increase the market for these rescued items, Reverse Garbage runs workshops for community members on how to make the most of the rescued resources. Artists also provide educational workshops to a range of ages, abilities and needs. Grants of donated materials, service-in-kind, mutual benefit projects and small financial sponsorship are also available to community, creative and educational groups.

Reverse Garbage partners with

- Addison Road Child Care Centre to show external educators their Loose Parts Play resources in action;
- provides free materials to Palletable Furniture for training disadvantaged youths in wood working and retail outlet for the furniture they make.;
- Golden Letter Club to provide stationery for its members to hand write letters to isolated and socially marginalised people;
- Boomerang Bags who run sewing bees to make reusable bags and encourage the community to avoid single use carry bags.
- Jamestown Junk Percussion Collective who reuse resources to create positive awareness of African culture through their sustainable workshops and performances.

In March 2020, when the COVID-19 Pandemic revealed a dangerous shortage of Personal Protective Equipment – Reverse Garbage put their network into action and delivered 2,500 face shields to medical staff masks for frontline health workers.

Reverse Garbage diverts 250 tonnes from Landfill each year.

Reverse Garbage and the Bower provide rare reuse and repair services and reduce illegal dumping on Inner West Streets and Laneways.

**Officer's Comments:**

Staff have no comment.

**ATTACHMENTS**

Nil.

**Item No:** C0820(1) Item 11  
**Subject:** NOTICE OF MOTION: ANTI-DISCRIMINATION AMENDMENT (RELIGIOUS FREEDOMS AND EQUALITY) BILL 2020  
**From:** Councillor Pauline Lockie

**MOTION:**

**THAT Council:**

- 1. Note its support for fair and equal discrimination laws that unite, rather than divide, the community, and its recent endorsement of Equality Australia's *Freedom from Discrimination Statement*;**
- 2. Makes a submission to the Parliament of NSW Joint Select Committee on the Anti-Discrimination Amendment (Religious Freedoms and Equality) Bill 2020 that:**
  - a) Reflects the position noted in point (1); and**
  - b) Requests that unbalanced provisions in the Bill that threaten safe and inclusive workplaces, schools, universities, and services be removed.**
- 3. Circulates the draft submission to Councillors, Council's LGBTIQ Working Group, and other local democracy groups as appropriate for feedback before it is finalised.**

**Background**

The NSW Government has established an inquiry into the Anti-Discrimination Amendment (Religious Freedoms and Equality) Bill 2020 introduced by NSW One Nation leader Mark Latham MLC, and co-sponsored by Rev Fred Nile MLC and Rod Roberts MLC.

In the second reading speech for the Bill, Mr Latham said that:

*"The fastest growing form of discrimination in our society is against people of religious faith, especially Christians. We have all seen the high-profile cases of Israel Folau and Margaret Court, outstanding Australians treated like second-class citizens because they take a literal interpretation of the Bible...Every letter of the alphabet seemingly has a flag, a network, a special ceremony to affirm and celebrate its identity, except the letters C and H: Christians and heterosexuals."*

Much like the Federal Government's proposed Religious Discrimination Bill, the One Nation Bill in its current form elevates religious expression above other human rights, allowing people and institutions to use religion to exclude or hurt others (including other people of faith). It provides special protections to religious activities that may breach laws and harm others.

If it were to pass, these unbalanced provisions could adversely impact the rights of many Inner West residents - including LGBTIQ+ people, women, people with disability, and people of faith. It also poses a significant risk to Council's ability to operate as an inclusive, cohesive and trusted organisation, employer and service provider.

Equality Australia has identified five fundamental issues with the Bill as follows:

1. **Religion overrides government rules.** Faith-based organisations and commercial bodies which define themselves as religious will be able to challenge NSW government programs, policies, contracts and decisions which contradict their particular religion.
2. **No consequences for conduct.** It will be almost impossible for government and non-government employers, educators and professional and licencing bodies to foster inclusive cultures, or meet shareholder, customer or community expectations, when their employees or members use their religion privately to hurt others.
3. **Double standards in employment, education and service delivery.** Faith-based organisations will be able to discriminate on the grounds of religion in these areas, even when receiving public funding.
4. **Religion above the law.** It gives protection to religious activities which may be unlawful, such as religious activity that vilifies others or breaches civil obligations.
5. **Religion above human rights.** Freedom of religion will be prioritised above all other rights and freedoms when applying NSW's anti-discrimination laws.

The One Nation Bill stands in clear conflict with Council's support for fair and equal discrimination laws that unite, rather than divide, the community. It's particularly dangerous during the time of COVID-19, when political focus and parliamentary resources should be on strengthening our connections in the name of mutual support.

Submissions to the parliamentary inquiry are due by 21 August 2020. More detail about the inquiry and the proposed Bill can be found at <https://www.parliament.nsw.gov.au/committees/listofcommittees/Pages/committee-details.aspx?pk=267>

## **Officer's Comments:**

Staff have no comment.

## **ATTACHMENTS**

Nil.

**Item No:** C0820(1) Item 12  
**Subject:** QUESTION ON NOTICE: THE USE OF GLYPHOSATE BY INNER WEST COUNCIL  
**From:** Councillor Rochelle Porteous

**Question**

1. In what form are records kept on the use of glyphosate to control weeds on IWC lands?

**Answer**

The operations team use daily work sheets to log areas where glyphosate has been used for weed control. The team also use a pesticide usage record sheet for all sites that herbicide application has taken place, this records the amount of herbicide used, location of use and the weather (wind, rain and temperature) when the application is taking place.

**Question**

2. Who is responsible for checking these records and how often are they checked?

**Answer**

The relevant operational coordinators are responsible for the daily review of each of the work sheets.

**Question**

3. What oversight occurs to ensure the accuracy of these records?

**Answer**

The relevant operational coordinators are responsible for the daily review of each of the work sheets.

**Question**

4. What is the procedure where a breach of relevant policies occurs?

**Answer**

As this is a newly adopted Policy, any incidents have been used as a learning experience to develop improved work methods and staff awareness.

### Question

5. From the records kept by IWC, how often has glyphosate been used on IWC lands in the last 6 months?

### Answer

Unless contrary to the Policy (eg. weather conditions), glyphosate is generally used daily.

### Question

6. Please provide details of each use of glyphosate for December and January by IWC.

### Answer

Unless contrary to the Policy (eg. weather conditions), glyphosate is generally used daily.

### Question

7. The IWC Pesticide Notification Plan only requires one of the following notification methods to be used to notify the use of glyphosate:
- *Signs*
  - *Notice within a local community newspaper*
  - *Letters*
  - *Phone contact and/or Fax/email*
  - *Letterbox drops and/or door knocking*
  - *Inner West Council's web page*

As part of the record keeping procedures, are records kept on the notification methods used for each use of glyphosate?

### Answer

Notification of the use of pesticides is undertaken in accordance with the IWC Pesticide Notification Plan.

### Question

8. According to the IWC Pesticide Notification Plan council staff are not required to inform the public that they are spraying glyphosate locally if the application is *Spraying of glyphosate using a hand spray bottle, wand, or spray lance*

As part of the record keeping procedures, are records kept where glyphosate has been used and the public has not been informed?

### Answer

The operations staff only use hand spray bottles, wands or a spray lances for the application of glyphosate based herbicides.



**Question**

9. Feb 26 2019 Council adopted as part of the adoption of the Weed Management Policy to go out on exhibition the following:

***Council engage a consultant to review existing herbicide use and make recommendations on improved risk mitigation as outlined in the report***

- a) Has Council engaged a consultant to do this work? If not why not?

**Answer**

Yes.

**Question**

- b) Assuming council has engaged this consultant, what recommendations has the consultant brought to council to improve risk mitigation?

**Answer**

The consultant found that the Inner West Council's herbicide practices were generally very good. A number of improvements were recommended, which have been implemented.

**Question**

10. May 28 2019 Council as part of the adoption of the Weed Management Policy, the following was adopted:

***Only use glyphosate as a matter of last resort where other methods cannot be applied and spot control of persistent weeds that resist other treatments occur.***

- a) What decision-making process do council staff undertake to ensure Glyphosate is only used as a last resort?
- b) Where is it clearly outlined in the current policies that glyphosate must only be used as a last resort?

**Answer**

As per the Weed Management Policy, Council takes a hierarchical approach to weed management. Council utilises glyphosate to a limited extent, only where other methods cannot be applied, and for spot control of persistent weeds that resist other treatments.

**Question**

11. May 28 2019 also adopted was the following:

***Any use of glyphosate must be done in a way that avoids it running off into stormwater drains and our waterways.***

- a) What steps are council staff taking to ensure that when glyphosate is used, it is not running off into stormwater, drains and our waterways?

**Answer**

Staff have developed maps of the LGA with the areas 50m each side of waterways marked to indicate no spray areas.

**Question**

- b) Where is this wording for this found in the current policies?

**Answer**

This is addressed in operational procedures.

**Question**

- c) Have there been any breaches regarding this directive from council in the last 6 months?

**Answer**

There has been one breach. As this is a newly adopted Policy, the incident was used as a learning experience to develop improved work methods and staff awareness.

**Question**

**12. In Leichhardt Council most weed control was undertaken by non-chemical means with use of steam weeding, snipping the weeds and hand weeding. Glyphosate was only used for spot control of weeds where all other methods were not effective. It was reported at the February 2019 council meeting that the Leichhardt Council weed management contract would end in September 2019.**

- a) Has the Leichhardt Council contract with most of the weed control being undertaken by non-chemical means been renewed with the same frequency of non-chemical weed removal and assurances regarding glyphosate only being used as a last resort?

**Answer**

Council is no longer utilising a contractor for weed management in the former Leichhardt area. The Council adopted Weed Management Policy is being utilised throughout the Inner West.

**Question**

- b) **Has the use of glyphosate increased in the Leichhardt Council area since September 2019? If it has please provide details.**

**Answer**

Yes. The former Leichhardt Council policy did not permit the use of glyphosate. The Council adopted Weed Management Policy is being utilised throughout the Inner West. The Policy utilises glyphosate to a limited extent, only where other methods cannot be applied, and for spot control of persistent weeds that resist other treatments.

**Question**

- c) **Has the use of glyphosate increased in the Inner West Council area over the last 12 months? If it has please provide details.**

**Answer**

Yes. Glyphosate is now being utilised to a limited extent in the former Leichhardt Council area.

**Question**

- 13. The General Secretary of the United Services Union, the industrial body representing Council's staff, wrote to Councillors in May last year to notify Council that the USU has recently engaged with Safework NSW to further discuss the potential risks of Glyphosate to their workers. What work has the CEO done to follow up with the USU on this matter and to implement any worker safety recommendations?**

**Answer**

Council has written to the USU outlining Council's relevant weed management policies and procedures. The independent contractor review of herbicide was tabled at the internal staff Work, Health & Safety Committee.

**ATTACHMENTS**

Nil.

**Item No:** C0820(1) Item 13  
**Subject:** QUESTION ON NOTICE: VARIOUS QUESTIONS  
**From:** Councillor Julie Passas

**Question**

When Council voted to engage a Multicultural, Pride and Sport officers. A report was meant to come back to Council in 12 months to review positions. When is this report coming?

**Answer**

A report on the Office of Sport position was provided to Councillors through a Briefing Note on 2 June. A Briefing Note on the Multicultural and Pride Officer roles will be provided as a Briefing Note within the next month.

**Question**

The General Manager took on notice that he was going to give Councillors a copy of a photo of councillor's corflute that was blocking/obstructing footpath. Can the General Manager provide the Councillors with that photo?

**Answer**

The photo will be distributed to Councillors via email.

**ATTACHMENTS**

Nil.

**Item No:** C0820(1) Item 14  
**Subject:** QUESTION ON NOTICE: TREE APPLICATION UPDATE  
**From:** Councillor John Stamolis

### Question

The following data request is aimed at identifying whether or not the newly adopted Tree DCP has caused a material change in the number of applications for removal of trees across the Inner West Council.

The data items requested are:

- Applications - this is the number of applications for tree removal whether by DA, the new permit system or other. If the data can be split, it would be useful for these categories of data to be provided.
- Approvals - this is the number of applications for tree removal which have been approved.

Any other additions to this data request, which can be provided so that Councillors can be more informed would also be appreciated.

Trees	February	March	April	May	June	Total (5 months)
<b>2018</b>						
. Applications						
. Approvals						
<b>2019</b>						
. Applications						
. Approvals						
<b>2020</b>						
. Applications						
. Approvals						

### Answer

Trees	February	March	April	May	June	Total	
2018							
Application	48	51	36	44	27	<b>206</b>	
Approvals	34	38	24	30	20	146	
2019							
Applications	54	55	36	44	51	<b>240</b>	16.5% increase
Approvals	45	46	31	35	34	191	
2020							
Applications	43	74	109	99	104	<b>429</b>	78.75% increase
Approvals	32	54	83	72	34	275	
Refusals	6	11	13	8	4	42	
Current	1	1	4	13	63	82	
Withdrawn/Cancelled	4	8	9	6	3	30	

### **ATTACHMENTS**

Nil.