

# AGENDA

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**COUNCIL MEETING**

**TUESDAY 9 MARCH 2021**

**6.30pm**

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## **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>	
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<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.	
<b>9</b>	<b>Mayoral Minutes</b>	
	Nil at the time of printing.	
<b>10</b>	<b>Reports with Strategic Implications</b>	
	Nil at the time of printing.	
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## **15 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**

C0321(2) Item 21 Lambert Park Lease Negotiations update
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**Minutes of Ordinary Council Meeting held remotely and livestreamed on Council's website on 9 February 2021**

**Meeting commenced at 6.30pm**

**Present:**

Darcy Byrne	Mayor
Victor Macri	Deputy Mayor
Marghanita Da Cruz	Councillor
Mark Drury	Councillor
Lucille McKenna OAM	Councillor
Colin Hesse	Councillor
Sam Iskandar	Councillor
Tom Kiat	Councillor
Pauline Lockie	Councillor
Julie Passas	Councillor
Rochelle Porteous	Councillor
Vittoria Raciti	Councillor
John Stamolis	Councillor
Louise Steer	Councillor
Brian Barrett	Acting General Manager
Elizabeth Richardson	Chief Operating Officer, Director Development and Recreation
Cathy Edwards-Davis	Director Infrastructure
Caroline McLeod	Acting Director City Living
Katherine Paixao	Acting Governance Manager
Carmelina Giannini	Acting Governance Coordinator

**APOLOGIES:**

**Motion: (Drury/Macri)**

THAT apologies from Councillor York be accepted.

**Motion Carried**

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

**Against Motion:** Nil

**DISCLOSURES OF INTERESTS:** Nil

**CONFIRMATION OF MINUTES:**

**Motion: (Stamolis/Raciti)**

THAT the Minutes of the Council Meeting held on Tuesday, 8 December 2020 be confirmed as a correct record.

**Motion Carried**

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

**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.

### **Condolences Motion Liliane Brady, Mayor of Cobar**

#### **Motion: (Steer/Porteous)**

**THAT Council writes a letter of condolence to Cobar Council and the Brady family expressing our sadness at the passing of Liliane Brady, Mayor of Cobar.**

#### **Motion Carried**

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

**Against Motion:** Nil

Councillor Hesse left the Meeting at 7:40 pm.

Councillor Iskandar left the Meeting at 7:41 pm.

### **C0221(1) Item 24 Mayoral Minute: Dawn Fraser Baths**

#### **Motion: (Byrne)**

#### **THAT Council:**

- 1. Notes that engineering delays in supplying water to fire hydrants and sprinklers for emergency services has prevented the reopening of Dawn Fraser Baths in time for the 2020-2021 summer;**
- 2. Notes that Council had budgeted to open the Baths in time for the commencement of the summer season in October 2020 and that Council officers have estimated the cost of fully opening the pool is approximately \$35,000 per month, which will not have been expended from the period October 2020 to March 2021;**
- 3. Waives the cost of entry to the Baths for two weeks after its opening as a gesture of goodwill to the community after the loss of the summer season;**
- 4. Extends the Dawn Fraser Baths swimming season until at least the end of May, noting that the Baths would otherwise be closed within a matter of weeks after opening;**
- 5. Receives a report at the March Ordinary meeting on exercise and recreation programs, community events, social and heritage activities that could be offered by Council or facilitated by community organisations at Dawn Fraser Baths throughout the autumn and winter of 2021 in order to allow for the community to make use of the restored facility throughout the year. This program is to be developed in consultation with all users of the Baths including community sports clubs. It should include consideration of use of the pool itself for water-based activities as well as the facility as a whole for non-swimming activities; and**

**6. The cost of the two weeks' waiver and the extended swimming season is to be funded from the 2020/2021 Operational Budget for Dawn Fraser Baths.**

**Motion Carried**

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

**Against Motion:** Crs Macri and Passas

**Absent:** Crs Hesse and Iskandar

Councillor Iskandar returned to the Meeting at 7:44 pm.

Councillor Hesse returned to the Meeting at 7:53 pm.

**C0221(1) Item 25 Mayoral Minute: Waiving of Hiring Fees for the Newtown Jets**

**Motion: (Byrne)**

**THAT Council:**

1. Waives the difference in fees between the existing training ground and Leichhardt Oval for ground hire fees for the Newtown Jets Football Club for three training sessions at Leichhardt Oval in February 2021; and
2. Notes Council officers' advice that the fee waiver will need to be publicly advertised.

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 26 Mayoral Minute: Pipeline Vegetation Works**

**Motion: (Byrne)**

**THAT Council writes to the Chief Executive Officer of Ampol Australia and Viva Energy seeking an undertaking that all vegetation clearing works along the Cooks River foreshore pipeline easement will be ceased until adequate consultation with river stakeholders is undertaken and that a Vegetation Management Plan be negotiated with each riverside Council to guide future vegetation management activities. Council to write to relevant stakeholders.**

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 1      Post Exhibition - Planning Proposal and Draft Leichhardt Development Control Plan - 1-5 Chester Street, Annandale**

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

**THAT Council:**

1. Note the engagement outcomes from the public exhibition of the Planning Proposal and the associated site-specific Leichhardt Development Control Plan 2013 for 1-5 Chester Street, Annandale as detailed in Attachment 1;
- 
2. In response to submissions, endorse the proposed minor additions to the exhibited site-specific Leichhardt Development Control Plan 2013 as outlined on page 2 of this report;
- 
3. Endorse the amendments to the Leichhardt Local Environmental Plan 2013 and the associated site-specific Leichhardt Development Control Plan 2013 for 1-5 Chester Street, Annandale:
  - a) As detailed in Attachment 2;
  - 
  - b) *To ensure bicycle and motorcycle parking is prioritised, the DCP be amended to increase the provision of bicycle parking to a rate of 1 bicycle space per 3 student housing rooms, 1 visitor bicycle space per 10 student housing rooms and 1 motorcycle space per 5 student housing rooms; and*
  - 
  - c) *For G11.13 Parking Access Objective O2 to read “To minimize car parking to encourage active transport and car sharing”*
4. Note that Council does not have the delegation to make the LEP amendment and submit the Planning Proposal to the Department of Planning, Industry and Environment Minister to make the amendment under Section 3.36 of the Environmental Planning and Assessment Act 1979; and
- 
5. Adopt the site-specific amendment to the Leichhardt Development Control Plan 2013 to come into effect on the same date as the Leichhardt Local Environmental Plan amendment is published on the NSW legislation website.

**Motion Carried**

**For Motion:**                      Crs Da Cruz, Drury, Iskandar, Lockie, Macri, McKenna OAM, Raciti and Steer

**Against Motion:**              Crs Byrne, Hesse, Kiat, Passas, Porteous and Stamolis

**Foreshadowed Motion (Stamolis/Passas)**

**THAT Council further consult and refine the LEP/DCP for 1-5 Chester Street and bring back to Council.**

This Foreshadowed Motion lapsed.

**C0221(1) Item 2 Identifying a Greek precinct**

**Motion: (Iskandar/Byrne)**

**THAT Council:**

1. Receives and notes the Engagement Outcomes report;
  -
2. Notes that the majority of respondents agreed to name the proposed precinct “Little Greece”, and that the precinct be located in Marrickville rather than Dulwich Hill;
  -
3. Submits the following to the Geographic Names Board for adoption:
  - a) Name: Little Greece;
  - b) Geographic Precinct: Marrickville Road between Livingstone Road and Victoria Road;
4. Celebrates the naming of a Greek precinct with a community event to be held at Marrickville Town Hall on 25 March, which marks the 200th anniversary of Greek Independence Day;
  -
5. Consults with the Consul General of Greece in Sydney as well as local Marrickville and Dulwich Hill Greek residents, organisations and community groups and businesses regarding a program of activities to take place during this community event;
  -
6. Initiate community consultation on the naming of a precinct on Illawarra Road in Marrickville in recognition of the Vietnamese community. This should include consultation with local Vietnamese businesses and community organisations on the potential name and geographic boundaries of the precinct; and
  -
7. Receive a report on the support (or opposition) amongst the Inner West’s non-European communities (e.g. Chinese and Nepalese in Ashfield) for identifying and nominating precincts.

**Motion Carried**

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

**Against Motion:** Nil

## **ADJOURNMENT**

9.00pm - The Mayor, Clr Byrne adjourned the meeting for a short recess.

9.10pm– The Mayor, Clr Byrne resumed the meeting.

### **C0221(1) Item 3      2020/21 Second Quarter Budget Review**

**Motion: (Drury/Hesse)**

**THAT the Second Quarter Budget Review for 2020/21 be adopted.**

**Motion Carried**

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

**Against Motion:** Cr Passas

**Foreshadowed Motion (Passas)**

**THAT Council defer this matter and hold a Councillor briefing.**

This Foreshadowed Motion lapsed for want of seconder.

### **C0221(1) Item 4      Cleaning Schedule in Town Centres**

**Motion: (Drury/Kiat)**

**THAT Council:**

- 1. Adopt a planned quarterly high-pressure cleaning service to all main street town centres between 3 am and 6am using in-house staff with residual capacity dedicated to reactive works, parks playground and hotspot mowing activities at a cost of \$181K per annum; and**
- 2. Short term funding be provided in the March quarter budget review and long term funding in the 2021/22 budget deliberations.**

**Motion Carried**

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

**Against Motion:** Cr Passas

At 10:07pm, the Mayor, Councillor Byrne issued a warning to Councillor Passas for repeated interjections during debate.



**C0221(1) Item 5      Ashfield Aquatic Centre, Shading Project**

**Motion: (Drury/Kiat)**

**THAT Council:**

- 1. Endorses the installation of all Priority 1 shade proposals detailed in the report for the Ashfield Aquatic Centre at an estimated cost of \$310K; and**
- 2. Funds the works from the \$1.5m contingency fund for the Centre in the March quarter budget review.**

**Motion Carried**

**For Motion:**                      Crs Byrne, Drury, Hesse, Iskandar, Kiat, Lockie, Macri, McKenna OAM, Porteous and Steer

**Against Motion:**              Crs Da Cruz, Passas, Raciti and Stamolis

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

**THAT a report be brought back to provide the shade with permanent structures with solar panels**

This Foreshadowed Motion lapsed.

**C0221(1) Item 6      Office of Sport Coordinator Position**

**Motion: (Byrne/Stamolis)**

**THAT Council endorses the permanent position of the Office of Sport Coordinator, noting that the role will align strategically with both Councils Recreation Needs Study and broader ongoing objectives.**

**Motion Carried**

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

**Against Motion:**              Cr Passas

**C0221(1) Item 7      Local Traffic Committee Meeting - December 2020**

**Motion: (Byrne/Macri)**

**THAT the Minutes of the Local Traffic Committee Meeting held in December 2020 be received and the recommendations be adopted with the following amendment:**

- Deferring Item 4 Minor Traffic Facilities to obtain consent from the neighbouring property.**

**Motion Carried**

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

**Against Motion:** Nil

**En bloc**

**Motion: (Byrne/Kiat)**

THAT Council move Items 10, 12, 13 and 15 en bloc and adopt the recommendations contained within.

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 10 Rates Harmonisation - January 2021 Progress Update.**

**Motion: (Byrne/Kiat)**

THAT the progress report as at 31 January 2021 on Rates Harmonisation be received and noted.

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 12 Investment Report as at 30 November 2020.**

**Motion: (Byrne/Kiat)**

THAT the report be received and noted.

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 13 Investment Report As At 31 December 2020.**

**Motion: (Byrne/Kiat)**

THAT the report be received and noted.

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 15      Notice of Motion: Potential park locations for the exercise equipment**

**Motion: (Byrne/Kiat)**

**THAT Council investigate potential park locations for the exercise equipment in storage through the whole LGA.**

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 8      Response to Continuation of Remote Access to Council Meetings for the Public**

**Motion: (Passas/Byrne)**

**THAT Council:**

- 1. Upgrade the Council Chambers to allow hybrid meetings; and**
- 2. Makes a minor amendment to the Code of Meeting Practice to add an additional clause 4.24 'Attendance of a registered speaker at a Council meeting may be in person or via an audio-visual link'.**

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 9      National General Assembly of Local Government 2021**

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

**THAT Council defer this item to the March 2021 Ordinary Council meeting to seek clarification from Australian Local Government Association (ALGA) about the arrangements for remote participation and Covid-19 restrictions at the 2021 conference.**

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 11      Incidents at Ashfield Aquatic Centre**

**Motion: (Byrne/Macri)**

**THAT Council note the actions undertaken in relation to the Ashfield Aquatic Centre.**

**Motion Carried**

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

**Against Motion:** Nil

**C0221(1) Item 14      Notice of Motion: Submissions of Motions**

**Motion: (Stamolis/Passas)**

**THAT Councillors submit Notices of Motion up to 12.00pm on the Monday of the previous week of the Council Meeting.**

**Motion Tied**

**For Motion:** Crs Da Cruz, Kiat, Passas, Porteous, Raciti, Stamolis and Steer

**Against Motion:** Crs Byrne, Drury, Hesse, Iskandar, Lockie, Macri and McKenna OAM

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

**Amendment (Da Cruz/Passas)**

**THAT Council receive staff reports 11 days before a Council meeting.**

**Motion Lost**

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

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

The Mayor, Cllr Byrne retired from the meeting at 10:55pm and vacated the chair and the Deputy Mayor, Cllr Macri assumed the chair.

**Suspension of Standing Items**

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

**THAT Council Suspend Standing Orders to enter into confidential session and deal with Items 22 and 23 at this time.**

**Motion Carried**

**For Motion:** Crs Da Cruz, Drury, Hesse, Iskandar, Kiat, Lockie, Macri, McKenna OAM, Porteous, Raciti and Steer

**Against Motion:** Crs Passas and Stamolis

**Absent:** Cr Byrne

## **Confidential Session**

That in accordance with Section 10A(1) of the Local Government Act 1993, the following matters be considered in Closed Session of Council for the reasons provided:

**C0221(1) Item 22 Potential purchase of part of 49A Hercules Street, Dulwich Hill** contains personnel matters concerning particular individuals (other than councillors) (Section 10A(2)(a) of the Local Government Act 1993); AND information (Section 10A(2)(c) of the Local Government Act 1993) that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

**C0221(1) Item 23 Stronger Communities Fund - Legal advice** contains advice concerning litigation, or advice (Section 10A(2)(g) of the Local Government Act 1993) that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

**Motion: (Macri/Stamolis)**

**THAT Council move back into the Open Session of the Council Meeting.**

## **Motion Carried**

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

**Against Motion:** Nil

**Absent:** Cr Byrne

## **REPORTS WITH CONFIDENTIAL INFORMATION**

**C0221(1) Item 22 Potential purchase of part of 49A Hercules Street, Dulwich Hill**

**Motion (Drury/McKenna OAM)**

**THAT Council:**

1. Resolves to purchase the triangular shaped area of approximately 7.6m<sup>2</sup> of vacant land at the very rear of the property at 49a Hercules Street, Dulwich Hill for \$30,500.00; and
2. Delegates to Council's General Counsel all matters relating to the subdivision of the triangular shaped area of approximately 7.6m<sup>2</sup> of vacant land at the very rear of the property from 49a Hercules Street, Dulwich Hill and the purchase of the subdivided portion of approximately 7.6m<sup>2</sup> of vacant land.

## **Motion Carried**

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

**Against Motion:** Nil

**Absent:** Cr Byrne

**C0221(1) Item 23 Stronger Communities Fund - Legal advice**

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

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

**Motion Carried**

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

**Against Motion:** Nil

**Absent:** Cr Byrne

**Extension of time**

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

**THAT the meeting be extended until 11.30pm**

**Motion Carried**

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

**Against Motion:** Nil

**Absent:** Cr Byrne

**C0221(1) Item 16 Notice of Motion: Council tree failures**

**Motion: (Passas/Macri)**

**THAT Council:**

- 1. Report back about the number of Council trees failures over 2020, whether damage was caused to property and any other information that can be provided such as how many residents receive compensation;**
- 2. Be informed of what inspections are done on Council trees; and**
- 3. Furnish a full report on a Council tree which has caused damage to a private property in Summer Hill in September 2020.**

**Motion Lost**

**For Motion:** Crs Macri, Passas, Raciti and Stamolis

**Against Motion:** Crs Da Cruz, Drury, Hesse, Iskandar, Kiat, Lockie, McKenna OAM, Porteous and Steer

**Absent:** Cr Byrne

**C0221(1) Item 17      Notice of Motion: Basic Council Services**

**Motion: (Passas)**

**THAT the General Manager to set a date for an urgent briefing on Councils basic services (cleaning, mowing, street sweeping, litter, parks etc) in response to the increasing level of complaints from residents and businesses.**

The Chair, Deputy Mayor Councillor Macri ruled this motion out of order as a briefing date has already been set.

**C0221(1) Item 18      Notice of Motion: Fishing Hazard Assessment**

**Motion: (Stamolis/Macri)**

**THAT:**

- 1. Council to conduct an assessment of locations where fishing occurs on the Balmain Peninsula to address physical and health risks to persons and pets from fish hooks and other associated material left in these areas; and**
- 2. A report to be prepared for the April 2021 Council meeting on how best this problem might be resolved.**

**Motion Carried**

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

**Against Motion:** Crs Drury and Iskandar

**Absent:** Cr Byrne

**C0221(1) Item 19      Notice of Motion: Cohen Park Tennis Courts**

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

**THAT Council:**

- 1. Notes that due to the need to safely socially distance children during the COVID-19 crisis, Leichhardt Tennis Academy has requested the temporary use of a second tennis court at Cohen Park for training lessons; and**
- 2. Undertakes at least 2 weeks community consultation with local residents and users of the second court on the proposal from the Leichhardt Tennis Academy to remove the current free community use on the second court between 5.15 and 6.15 for the first and second school terms in 2021.**

**Motion Carried**

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

**Against Motion:** Nil

**Absent:** Cr Byrne

Meeting closed at 11.22 pm.

**PUBLIC SPEAKERS:**

<b>Item #</b>	<b>Speaker</b>	<b>Suburb</b>
<b>Item 1:</b>	Tania Taylor Sue Strudwick Warren Duncan	Annandale Annandale Annandale
<b>Item 2:</b>	Natasha Vlahos Ryan Bondfield Aydan Casey	Dulwich Hill Leichhardt Marrickville
<b>Item 6:</b>	Joseph Grech Michael Woods	Birchgrove Leichhardt
<b>Item 7:</b>	Jennifer Heywood	Balmain
<b>Item 18:</b>	Tom Quealy Annette Hartman	Balmain East Balmain East

Unconfirmed minutes of the Ordinary Council meeting held on 9 February 2021.



**Minutes of Extraordinary Council Meeting held remotely and livestreamed on  
Council's website on 23 February 2021**

**Meeting commenced at 6.32pm**

**Present:**

Darcy Byrne	Mayor
Victor Macri	Deputy Mayor
Marghanita Da Cruz	Councillor
Mark Drury	Councillor
Lucille McKenna OAM	Councillor
Colin Hesse	Councillor
Sam Iskandar	Councillor (6:46pm)
Tom Kiat	Councillor (6:37pm)
Pauline Lockie	Councillor
Julie Passas	Councillor
Rochelle Porteous	Councillor
Vittoria Raciti	Councillor
John Stamolis	Councillor
Louise Steer	Councillor
Anna York	Councillor
Brian Barrett	Acting General Manager
Elizabeth Richardson	Chief Operating Officer, Director Development and Recreation
Cathy Edwards-Davis	Director Infrastructure
Katherine Paixao	Acting Governance Manager

**APOLOGIES:** Nil

**DISCLOSURES OF INTERESTS:** Nil

Councillor Kiat entered the meeting at 6:37pm

**Procedural Motion: (Passas)**

**THAT the Mayor voluntarily stand down from Council and this Extraordinary Council meeting until such issues regarding his potential suspension are addressed and the deputy Mayor resume the chair.**

The Mayor ruled this motion Out of Order as it breaches the Code of Conduct and is a more serious breach than the charges brought against the Mayor by the Office of Local Government.

The Mayor issued a warning at 6:40pm to Cllr Passas for her repeated interjections.

The Mayor issued a second warning at 6:42pm to Cllr Passas for her repeated interjections.

Councillor Passas left the Meeting at 6:42 pm.

Councillor Passas returned to the Meeting at 6:46 pm.

Councillor Iskandar entered the Meeting at 6:46 pm.

The Mayor, Councillor Byrne left the meeting and vacated the chair at 7:27pm and the Deputy Mayor, Councillor Macri assumed the chair.

The Mayor, Councillor Byrne returned to the Meeting at 7:44pm. The Deputy Mayor, Councillor Macri vacated the chair and the Mayor, Councillor Byrne assumed the chair.

## **C0221(2) Item 1      Harmonisation of Rates**

**Motion: (Byrne/York)**

**THAT Council:**

- 1. Notes that the Independent Pricing and Regulatory Tribunal (IPART) statutory process for processing an application for a minimum rate requires 28 days public exhibition and 3 weeks community consultation and that the March 1 date for submission of applications is not a statutory requirement;**
- 2. Writes to the Premier, Treasurer, the Minister for Local Government and the Independent Pricing and Regulatory Tribunal (IPART) informing them that Council is not able to implement their directive to implement their new rates system at this time as:**
  - a) The *Local Government Amendment (Rating) Bill 2021* has yet to be tabled by the NSW Government or passed by the Parliament and due diligence requires Council be informed of the legislation prior to harmonising rates;**
  - b) The Premier and relevant Ministers have failed to respond to representations from Council regarding the fact that Council was improperly prevented from applying for the NSW Government's Stronger Communities Fund - Tied Grants program; and**
  - c) Council requires a response and a hearing about what avenues are available for us to access funding for community infrastructure, noting that the \$24 million we would have received had the \$252 million fund been distributed fairly to amalgamated Councils on a per capita basis, constitutes an enormous budgetary impact.**
- 3. Include in the correspondence to IPART a request for an extension to allow Council to submit the application after the Government's Bill is tabled in the Parliament, the Council's community engagement report on rates harmonisation as well as our indicative preference for the minimum rates tabled in point 3 of the Council officers' recommendation, should the rates harmonisation proceed. Further, that Council request from IPART and the Local Government Minister a specific timeline for when the legislative changes to the rating system will be tabled in the Parliament;**

4. Notes that the NSW Government is yet to adopt key recommendations of a 2016 IPART Local Government Rating System report which put forward a detailed review of the local government rating system and how to make the system fairer and more efficient;
5. Responds in writing to everyone who made a submission to Council about to proposed changes to the rating structure, advising them of this resolution;
6. Ensures all future communications to residents about rates harmonisation include reference to Council's opposition to the NSW Government's council rate harmonisation process and our campaign to get access to the Stronger Communities fund for community infrastructure; and
7. Receive an update at the March 9 Ordinary meeting on the response from the NSW Government to Council's correspondence and the status of the *Local Government Amendment (Rating) Bill 2021*.

**Motion Lost**

**For Motion:** Crs Byrne, Drury, Iskandar, Kiat, Lockie, McKenna OAM and York

**Against Motion:** Crs Da Cruz, Hesse, Macri, Passas, Porteous, Raciti, Stamolis and Steer

**Foreshadowed Motion (Porteous/Hesse)**

**THAT Council:**

1. Notes the significant community opposition to the proposal for rates "harmonisation";
2. Notes that Community Consultation overwhelmingly rejects the minimum rates tabled in point 3 of the Council officer's recommendation (Minimum rates \$850 residential/\$820 business);
3. Recognises that the inherent unfairness of this "rates harmonization" process which results in the benefit of lower rates to some residents being at the cost of higher rates to others;
4. Notes that the only fair way to proceed is to remove winners and losers in this rates recalculation process and retain the existing rate structures of the three councils : Ashfield, Marrickville and Leichhardt Councils;
5. Therefore immediately writes to the NSW Minister for Local Government seeking permanent retention of the pre-amalgamation rating structures for the three councils;
6. Recognises that the "rates harmonisation" is the direct result of the forced amalgamation of the three councils: Ashfield, Marrickville and Leichhardt;
7. Therefore immediately writes to the NSW Minister for Local Government to request that a referendum be authorised at the forthcoming local government elections set for September 2021 to answer the question "do you wish Inner West Council to revert to its previous local government areas of Ashfield, Leichhardt and Marrickville

8. Writes to the Premier, Treasurer, Minister for Local Government and the Independence Pricing and Regulatory Tribunal (IPART) informing them that Council is not able to implement their directive to implement the new rating system due to its inherent unfairness to the citizens and businesses of the Inner West.

**Motion Lost**

**For Motion:** Crs Da Cruz, Hesse, Porteous and Steer

**Against Motion:** Crs Byrne, Drury, Iskandar, Kiat, Lockie, Macri, McKenna OAM, Passas, Raciti, Stamolis and York

**Foreshadowed Motion (Stamolis)**

**THAT Council immediately commence demerger discussions with State Government. These discussions will cover the lack of financial benefits and outcomes for our community, reduced service standards from the merger, much worse representation of residents and ongoing financial stress.**

This Foreshadowed Motion lapsed for want of Secunder.

Councillor Iskandar retired from the Meeting at 8:25 pm.

**Foreshadowed Motion (Macri/Raciti)**

**THAT Council request a deferral from IPART until mid-March 2021.**

**Motion Tied**

**For Motion:** Crs Drury, Lockie, Macri, McKenna OAM, Passas, Raciti and York

**Against Motion:** Crs Byrne, Da Cruz, Hesse, Kiat, Porteous, Stamolis and Steer

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

Meeting closed at 8.27 pm.

Unconfirmed minutes of the Extraordinary Council meeting held on 23 February 2021.

**Minutes of Extraordinary Council Meeting held remotely and livestreamed on  
Council's website on 1 March 2021**

**Meeting commenced at 6.33pm**

**Present:**

Darcy Byrne	Mayor
Victor Macri	Deputy Mayor
Marghanita Da Cruz	Councillor
Mark Drury	Councillor
Lucille McKenna OAM	Councillor
Colin Hesse	Councillor
Sam Iskandar	Councillor
Tom Kiat	Councillor
Pauline Lockie	Councillor
Julie Passas	Councillor (6.40pm)
Rochelle Porteous	Councillor
Vittoria Raciti	Councillor
John Stamolis	Councillor
Louise Steer	Councillor
Anna York	Councillor
Brian Barrett	Acting General Manager
Katherine Paixao	Acting Manager Governance

**APOLOGIES:** Nil

**DISCLOSURES OF INTERESTS:** 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.

Councillor Passas entered the Meeting at 6:40 pm.

**Procedural Motion: (Drury/Byrne)**

**THAT the motion be put to a vote.**

**Motion Carried**

**For Motion:** Crs Byrne, Drury, Iskandar, Macri, McKenna OAM, Passas, Raciti and York

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

The Mayor issued a warning at 7:11pm to Cllr Porteous for her repeated interjections.

**C0321(1) Item 1 Harmonisation of Rates.**

**Motion: (Macri/Drury)**

**THAT Council:**

1. Writes to the Premier, Treasurer, the Minister for Local Government and the Independent Pricing and Regulatory Tribunal (IPART) noting:
  - a) that we are being forced to harmonise rates and many in our community see this a unfair;
  - b) harmonisation will lead to a major increase in rates for some residents in our community;
  - c) if they insist on harmonisation then we must be able to phase the increases over 4 years and observe they not yet legislated to allow us to do this.
2. Include in the letters to IPART the Council's community engagement report on rates harmonisation as well as our preference for the minimum rates tabled below, should the rates harmonisation have to proceed. Further, that Council request from the Local Government Minister a specific timeline for when the legislative changes to the rating system will be tabled in the Parliament;
 

Minimum Rates to apply from 1 July 2021 –

  - Residential - \$850
  - Business – General - \$820
  - Business – Industrial - \$820
  - Business Shopping Malls - \$820
  - Business Airport - \$820
3. Notes that the NSW Government is yet to adopt key recommendations of a 2016 IPART Local Government Rating System report which put forward a detailed review of the local government rating system and how to make the system fairer and more efficient;
4. Responds in writing to everyone who made a submission to Council about the proposed changes to the rating structure, advising them of this resolution;
5. Ensures all future communications to residents about rates harmonisation include reference to Council's opposition to the NSW Government's council rate harmonisation process; and
6. Notes that a failure to set new minimum rates will result in a default minimum rate of \$565 which will not equitably distribute the rate burden across the former council areas or require the majority of new ratepayers to contribute adequately to the cost of services made available by Inner West Council.

**Motion Carried**

**For Motion:** Crs Byrne, Drury, Iskandar, Lockie, Macri, McKenna OAM, Raciti and York

**Against Motion:** Crs Da Cruz, Hesse, Kiat, Passas, Porteous, Stamolis and Steer

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**Foreshadowed Motion (Passas)**

**THAT Council:**

1. Acknowledges that the rates harmonisation process is to be implemented before 1 July 2021 in order to comply with the Local Government Act 1993;
2. Receives and notes the Engagement Outcomes Report;
3. Endorses the submission of an application to IPART for approval of the following Minimum Rates to apply from 1 July 2021 –
  - Residential - \$790
  - Business – General - \$790
  - Business – Industrial - \$790
  - Business Shopping Malls - \$790
  - Business Airport - \$790
4. Notes that in response to council advocacy, the NSW State Government is introducing a Bill to Parliament that will allow amalgamated Councils to harmonise rates gradually over four years; and
5. Receives a report on options to phase in harmonisation as part of the annual budget preparation process.

This Foreshadowed motion lapsed for want of seconder.

**Foreshadowed Motion (Hesse/Steer)**

**THAT Council:**

1. Conducts a poll (Division 1, 14 of the NSW Local Government Act) of all voting residents at the local government election in September that asks residents whether they wish to revert to the previous local government areas of Ashfield, Leichhardt and Marrickville; and
2. Writes to the Minister for Local Government advising her that Inner West Council will be conducting a poll on the future of the amalgamated Inner West Council, and requesting her to freeze the rates harmonisation process until the results of the referendum are received.

This Foreshadowed motion lapsed.

**Amendment (Byrne)**

**THAT Council incorporate the following wording into the foreshadowed motion. 'That Council notes that a failure to set new minimum rates will result in a default minimum rate of \$565 which will not equitably distribute the rate burden across the former council areas or require the majority of new ratepayers to contribute adequately to the cost of services made available by Inner West Council.'**

This amendment did not get voted on as the Primary Motion was carried.

Meeting closed at 7.13pm.

**PUBLIC SPEAKERS:**

<b>Item #</b>	<b>Speaker</b>	<b>Suburb</b>
<b>Item 1:</b>	Steven Dimitropoulos Silvia Levame	Rozelle Enmore

Unconfirmed minutes of the Extraordinary Council meeting held on 1 March 2021.



**Item No:** C0321(2) Item 1

**Subject:** DRAFT CAR SHARE POLICY - PUBLIC EXHIBITION

**Prepared By:** Brigid Kelly - Senior Transport Planner

**Authorised By:** Cathy Edwards-Davis - Director Infrastructure

## RECOMMENDATION

### THAT:

1. The draft Car Share Policy be placed on public exhibition for a period of 28 days; and
2. The results of the public exhibition are presented to Council along with a final Car Share Policy for adoption.

## DISCUSSION

Car share services allow people to access a car for short periods and only pay for their use. Car sharing is well established in the Inner West with more than 13,000 members and an average increase in usage of over 35 percent each year over the past ten years (Kinesis, 2019).

Car share policies of the three former councils enabled residents and businesses to access car share through policies which supported car sharing services. As recommended in Council's Integrated Transport Strategy (adopted 26 March 2020) the draft Car Share Policy uses the policies of the three former Councils to create a consistent framework for the application, installation and management of designated car share spaces in public streets and car parks owned and/or managed by council.

Council staff have developed the policy in consultation with car share operators and the community to address the following issues:

- Manage limited administrative resources
- Encourage increased competition in the car share market in the LGA
- Support the popularity of car share membership
- Provide additional a transport option to reduce vehicle congestion and greenhouse gas emissions

It is recommended that the draft Policy be placed on public exhibition for 28 days. Car share operators will be informed of the public exhibition and the draft policy will be placed on Your Say Inner West.

## FINANCIAL IMPLICATIONS

Nil at this time.

## ATTACHMENTS

1. [Draft Car Share Policy](#)

## CAR SHARE POLICY

### DOCUMENT PROFILE

<b>Title</b>	Car Share Policy
<b>Summary</b>	This Policy provides a framework for the application, installation and management of designated car share spaces in public streets and car parks owned and/or managed by council.
<b>Background</b>	Car sharing is well established and growing in the Inner West. Car sharing decreases the need for some people to own a car and therefore reduces parking demand and traffic generation.
<b>Policy Type</b>	Council
<b>Relevant Strategic Plan Objective</b>	Strategic Direction 2: Unique, liveable, networked neighbourhoods
<b>Relevant Council References</b>	<p>This Policy supersedes the following:</p> <ul style="list-style-type: none"> <li>Ashfield Council: Supporting Car Share Parking December 2015</li> <li>Leichhardt Council: Car Share Policy 2008</li> <li>Marrickville Council: Marrickville Car Share Policy May 2014</li> </ul>
<b>Main Legislative or Regulatory Reference</b>	NSW Road Rules
<b>Applicable Delegation of Authority</b>	As per delegations register
<b>Other External References</b>	Guidelines for On-Street Fixed Space Car Share Parking, NSW Government Technical Direction, TTD 2018/001 – 26 October 2018
<b>Attachments</b>	Nil
<b>Record Notes</b>	External available document
<b>Version Control</b>	See last page

<b>Document:</b>	Council Policy	<i>Uncontrolled Copy When Printed</i>	
<b>Custodian:</b>	Traffic and Transport Planning Manager	<b>Version #</b>	Version 1
<b>Approved By:</b>	Director Infrastructure	<b>ECM Document #</b>	34518238
<b>Adopted By:</b>	Council	<b>Publish Location</b>	Internet
<b>Adopted Date and Minute #:</b>		<b>Next Review Date</b>	2026

## 1. INTRODUCTION

Car sharing allows people to use a car for short periods of times and only pay for their use. It is a membership-based service available to all qualified drivers in the community and it can be a convenient and cheaper way to drive only when needed. Car share vehicles are located throughout the Inner West and more residents and businesses each year are becoming members of car share schemes.

The Car Share Policy aims to achieve consistency and clarity in the application, installation and management of designated car share spaces in the following locations:

- Public streets owned and/or managed by Inner West Council, and
- Car parks owned and/or managed by Inner West Council.

The policy is based on the NSW Government *Guidelines for On-street Fixed Space Car Share Parking* (TTD 2018/001 dated 26 October 2018) which outlines the use of signage for fixed street parking designated for use by car share vehicles.

## 2. OBJECTIVES

*Going Places: An Integrated Transport Strategy for Inner West* outlines Inner West Council's support for car share as a means to reduce car parking demand and improve sustainability. Users of car share schemes in the Inner West report reduced car ownership and greater use of other transport options including public transport, walking and cycling and the (draft) Car Share Policy aims to support these outcomes.

The objectives of this policy are to:

- a. Support *Going Places: An Integrated Transport Strategy for Inner West*
- b. Provide additional a transport option to reduce vehicle congestion and greenhouse gas emissions
- c. Reduce the demand for on-street car parking
- d. Encourage more active lifestyles by reducing dependency on private cars
- e. Provide assessment considerations and the rationale for fees and charges for on-street parking bays/spaces for car share vehicles

## 3. SCOPE

This policy applies only to streets and car parks which are owned and/or managed by Inner West Council.

The policy does not apply to agreements between car share operators and another party for parking vehicles on private property, whether existing or proposed by development. For car share parking to be provided with new development, please refer to the relevant Local Environmental Plan (LEP) and Development Control Plan (DCP).

The policy applies only to car share schemes which provide access to vehicles for members of the scheme. It does not apply to 'peer-to-peer' car rental services where an individual provides public access to their own privately registered vehicle for a fee.

The policy does not apply to schemes offering services to non-member customers such as car hire/rental companies.

Provided it meets the specifications in this policy, any car share scheme operator can make applications for dedicated on-street parking bays/spaces.

#### **4. ELIGIBILITY TO OPERATE A CAR SHARE SCHEME IN THE INNER WEST LGA**

Designated car share parking bays/spaces will only be allocated to operators that satisfy the following:

1. Have a network of cars in place, planned or emerging throughout the Inner West Local Government Area to provide equitable and competitive access and minimise geographical concentrations of car share accessibility.
2. Any person with a valid driving licence, provisional or above, is eligible for membership of the car share scheme subject to relevant financial and driving checks.
3. Both phone-based and internet booking facilities are provided with availability 24 hours per day and 7 days per week and which allows immediate booking of cars to support spontaneous trips.
4. With continuous bookings of any car by one member for a period of 4 days or longer, a replacement car is to be provided in the parking bay/space.
5. Prohibit the exclusive and routine use of any car by any one member for bookings of long durations including overnight bookings.

#### **5. OBLIGATIONS OF CAR SHARE OPERATORS**

Operators of a car share scheme must meet the following obligations:

1. Must not use any passenger vehicle which emits more than 175g/km of CO<sup>2</sup>. In the case of other vehicle types such as vans or utilities, an operator must demonstrate that the vehicle is a high environmental performer for its class.
2. All passenger vehicles are to have a minimum 4-star ANCAP safety rating.
3. The exterior of vehicles must clearly identify the company name.
4. Operators are to provide telephone and email contact details which are staffed 24 hours per day 7 days per week.
5. A vehicle is to be installed and available in the bay/space within three days after the installation of signage.
6. Car share operators are to provide a monthly vehicle usage and membership report for all vehicles in the Local Government Area including at least the following:
  - a. The total quantity of vehicles.
  - b. The total quantity of vehicles allocated with designated street parking space.
  - c. The total quantity of vehicles using non-allocated street parking space.

- d. The total number of members showing the total number of residential members and business members.
7. The monthly report is to include at least the following per vehicle:
  - a. Location description and spatial location.
  - b. Total number of bookings
  - c. Total number of hours booked.
  - d. Average number of bookings per day.
  - e. Average and median trip distance.
  - f. The proportion of bookings on weekdays and weekends.
8. All vehicles available for booking in the Local Government Area are to be included in the data required by points 5.6 and 5.7 above including vehicles using non-allocated street parking space.
9. Independent auditing of the data submitted will be carried out if considered necessary.
10. When considered reasonably necessary to ensure its ability to meet its obligations to members and council, the financial soundness of a car share operator is to be demonstrated on request.
11. Operators will be required to enter into a licence agreement with council in accordance this policy.

## 6. APPLICATION AND INSTALLATION

1. Council will authorise the exclusive use of an approved dedicated parking bay/space by the operator
2. The following hierarchy of preferred locations for designated car share spaces will be considered when assessing suitability of locations:
  - a. Within immediate proximity to public transport services such as a rail/metro station/stop.
  - b. Adjacent to public land such as a park.
  - c. Adjacent to a public facility such as a leisure centre or library.
  - e. Within high/medium density residential areas.
  - f. In or immediately adjacent to retail / commercial streets.
  - f. Adjacent to the side boundary of single dwellings.
  - g. Other locations.
3. Car share parking spaces located in front of single dwellings will be given low priority and avoided in most circumstances.
4. Consultation will be carried out with residents and businesses in the immediate vicinity of a proposed on-street parking space.

5. Parking spaces are to be endorsed by the Local Traffic Committee.
6. Inner West Council reserves the right to reject, or determine by refusal, any application for a car share parking space.
7. A maximum of three applications from a car share operator will be accepted at any one time. Additional applications will not be accepted until prior applications are determined and vehicles installed.
8. Costs associated with the installation, removal, maintenance and administration of dedicated car share bays/spaces including non-statutory features such as painted road markings will be met by the relevant car share company in accordance with the Schedule of Fees and Charges.

## 7. MANAGEMENT OF ESTABLISHED PARKING BAYS/SPACES

1. Parking bays/spaces designated for use by car share vehicles can be removed at any time. Notification of at least one month will be provided.
2. In the event of non-compliance with the policy or licence agreement council may revoke, suspend or remove parking bays/spaces designated to an operator and reject further applications.
3. Parking bays/spaces are not to be transferred between operators. If ownership of a car share company changes council may, if considered reasonably necessary, revoke or re-allocate any or all of the parking bays/spaces approved for use by the subject operator.
4. To facilitate competition of operators functioning in the Local Government Area, Inner West Council may, at its discretion, invite applications for use or re-allocation of any, some or all car share parking bays/spaces, either established or proposed.
5. A clearly marked car share vehicle, operated by a car share scheme authorised by Council, will be entitled to the same parking exemption in a permit parking zone as provided to the holder of a resident parking permit.

## 8. FEES

Fees are set annually in the Schedule of Fees and Charges.

Fees are to be set only for the recovery of costs associated with the installation, administration, maintenance and removal of parking spaces

The following factors will be considered in determining the applicable fees and charges, following factors:

- a. The infrastructure costs of installing new car share bays/spaces
- b. Administration costs including installation and ongoing management
- c. Staff time dedicated to the expansion of the car share network

Reduced application fees may be set to facilitate new car share operators and support a diversity of car share companies operating in the Local Government Area

## Version Control - POLICY HISTORY:

**Governance Use only** - The history of modifications and approval to the Policy must be detailed in the table below post adoption

*Governance Use only:*

Version	Amended By	Changes Made	Date	ECM #
1	Traffic and Transport Planning Manager	Policy placed on public exhibition	April 2021	

**Item No:** C0321(2) Item 2

**Subject:** DULWICH HILL PARKLANDS PLAN OF MANAGEMENT

**Prepared By:** Aaron Callaghan - Parks and Recreation Planning Manager

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

## RECOMMENDATION

**THAT Council:**

1. **Adopt the Dulwich Hill Parklands Plan of Management as it relates to Arlington Reserve and Laxton Reserve; and**
2. **Endorse the Plan of Management as it relates to the Crown land section of the Plan, specifically Johnson Park and Hoskins Park and refer this to the Minister for Water, Housing and Property for adoption.**

## DISCUSSION

Council has developed a combined Plan of Management for the Dulwich Hill Parklands. The parklands consists of the following areas of open space:

1. J.F. Laxton Reserve (0.59 ha) - Council owned community land
2. Arlington Recreation Reserve (1.57 ha) - Council owned community land and a small portion of Railcorp land.
3. Johnson Park (1.63 ha) - Crown Land and Road Reserve - The section of Crown Land (D.800385) was gazetted for the purpose of Public Recreation in 6 January 1915.
4. Hoskins Park (0.56 ha) - Crown Land devolved to Council

Combined the Dulwich Parklands make up an area of 4.35 hectares of open space providing for a diverse range of recreation experiences including: Active sports, passive recreation, dog walking, picnicking and children's parties, cultural events, education and biodiversity

The Plan of Management (*Attachment 1*) outlines the legislative requirements and the long term management (including leases/license) and master plan for the parklands, along with key objectives and recommendations which will guide the strategic management of the Dulwich Hill Parklands over the next 10 years.

## Community Engagement Outcomes

Council originally commenced community engagement on the preparation of a draft Plan of Management in 2016. Engagement sessions were held at both Johnson Park and at Laxton Reserve.

- Saturday 19 November 2016, 4pm - 6pm in Laxton Reserve and
- Saturday 3 December 2016, Community information session 9am – 12 noon in Johnson Park.

The key outcomes of the initial community engagement are provided within the draft PoM.

Community engagement and the exhibition of a Draft Plan of Management and Master Plan was undertaken in November - December 2019. The exhibition period was widely advertised with community feedback invited on both the draft masters for the park areas and the key management opportunities moving forward.



## Key Improvements-10 Year Plan

### Laxton Reserve:

- Upgrading the children's play area and providing all abilities play equipment and nature play elements.
- Upgrading furniture within the park
- Introducing park interpretation
- Increasing shade canopy within the park
- Upgrading lighting to energy efficient lighting.

### Arlington Reserve

- Development of an Operational Management Plan for the Park (*Separate consideration and future adoption by Council*)
- Upgrade signage within the park. Provision of Electronic signage for community updates and sporting field booking notification
- Upgrade grandstand seating
- Improve accessibility to grandstand
- Undertake understory planting improvements in the garden areas
- Upgrade toilet facilities
- Introduce a new entry into the park in the south eastern corner of the park
- Reassess traffic management and parking arrangements around the park

### Johnson Park

- Expand the bush care site
- Introduce interpretation into the park
- Upgrade the multipurpose court
- Upgrade the cricket nets
- Upgrade lighting to energy efficient
- Repurpose and relocate the rocket ship as a play element within the park
- Upgrade picnic shelters within the park
- Upgrade paths to align with the greenway project

### Hoskins Park

- Subject to partnership funding with Sydney Water introduce a stormwater system within park (500m<sup>2</sup> x 10m wide) walled to both sides to maximise treatment area
- Introduce a frog habitat pond in the south-west corner of the site as per the Master Plan to allow frogs access to Hawthorne Canal
- Install habitat features such as woody debris suitable for native bees and designed 'bat flaps' habitat for microbats in suitable areas within the park
- Installing new hollows for birds, possums, and other similar species
- Improve accessibility through pathway improvements
- Upgrade and reopen the public toilet facility and include a small café for social enterprise use.

### Delays in Council Reporting

A small portion of Arlington Reserve is Railcorp land. Pursuant to section 39 of the *Local Government Act 1993* Council is required to provide a copy of any proposed Plan of Management to any owners of land affected by the Plan of Management. Council has been waiting since July 2020 for a response from Railcorp on the contents of the draft plan of management. No response has been forthcoming. Council has met the requirements of the Act by notifying the owner.

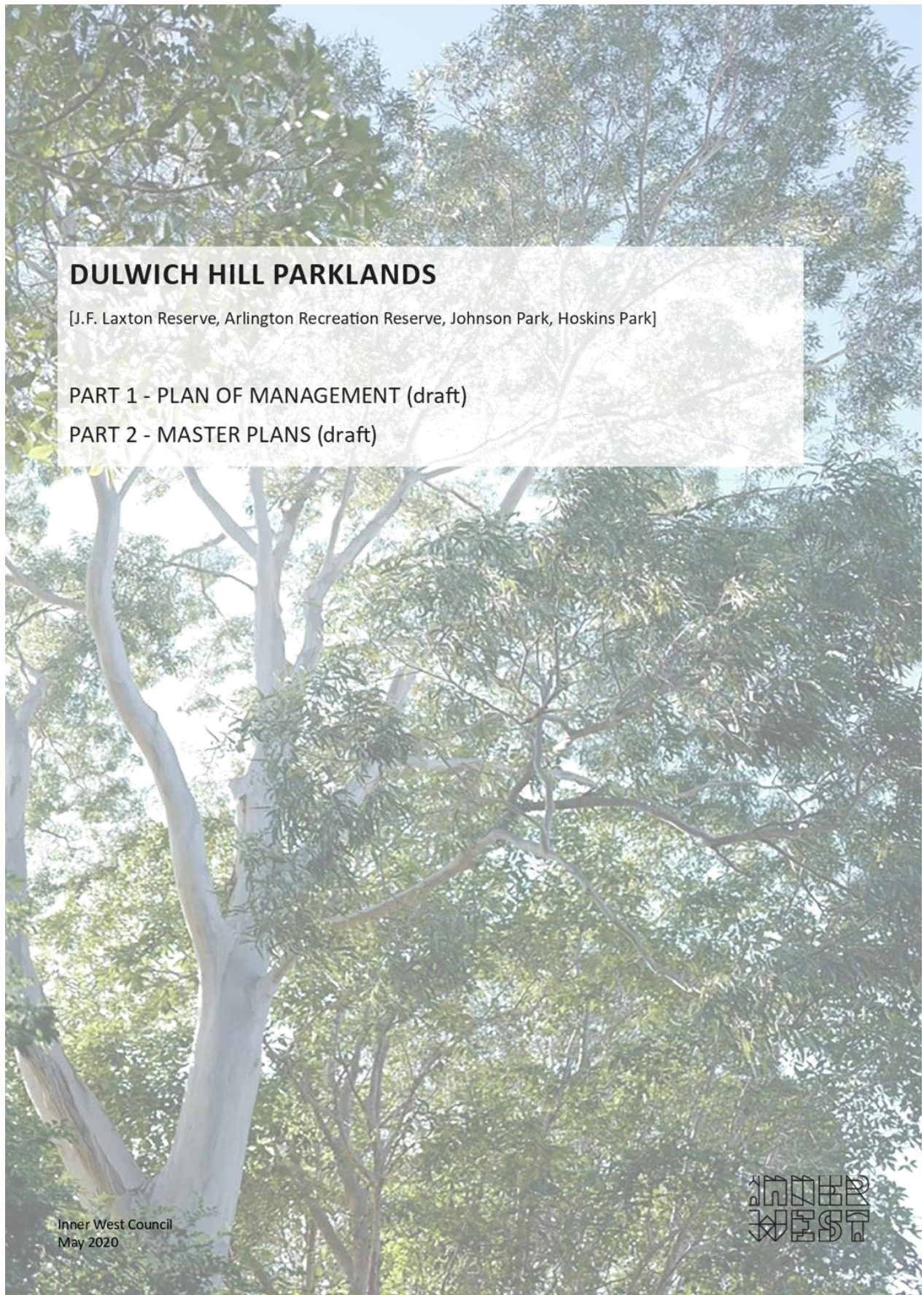
## FINANCIAL IMPLICATIONS

Nil

## ATTACHMENTS

1. [Download](#) Draft Dulwich Hill Parklands Plan of Management





## DULWICH HILL PARKLANDS

[J.F. Laxton Reserve, Arlington Recreation Reserve, Johnson Park, Hoskins Park]

PART 1 - PLAN OF MANAGEMENT (draft)

PART 2 - MASTER PLANS (draft)

Inner West Council  
May 2020

INNER  
WEST

Inner West Council

T 02 9392 5000

Ashfield Service Centre  
260 Liverpool Road, Ashfield NSW 2131

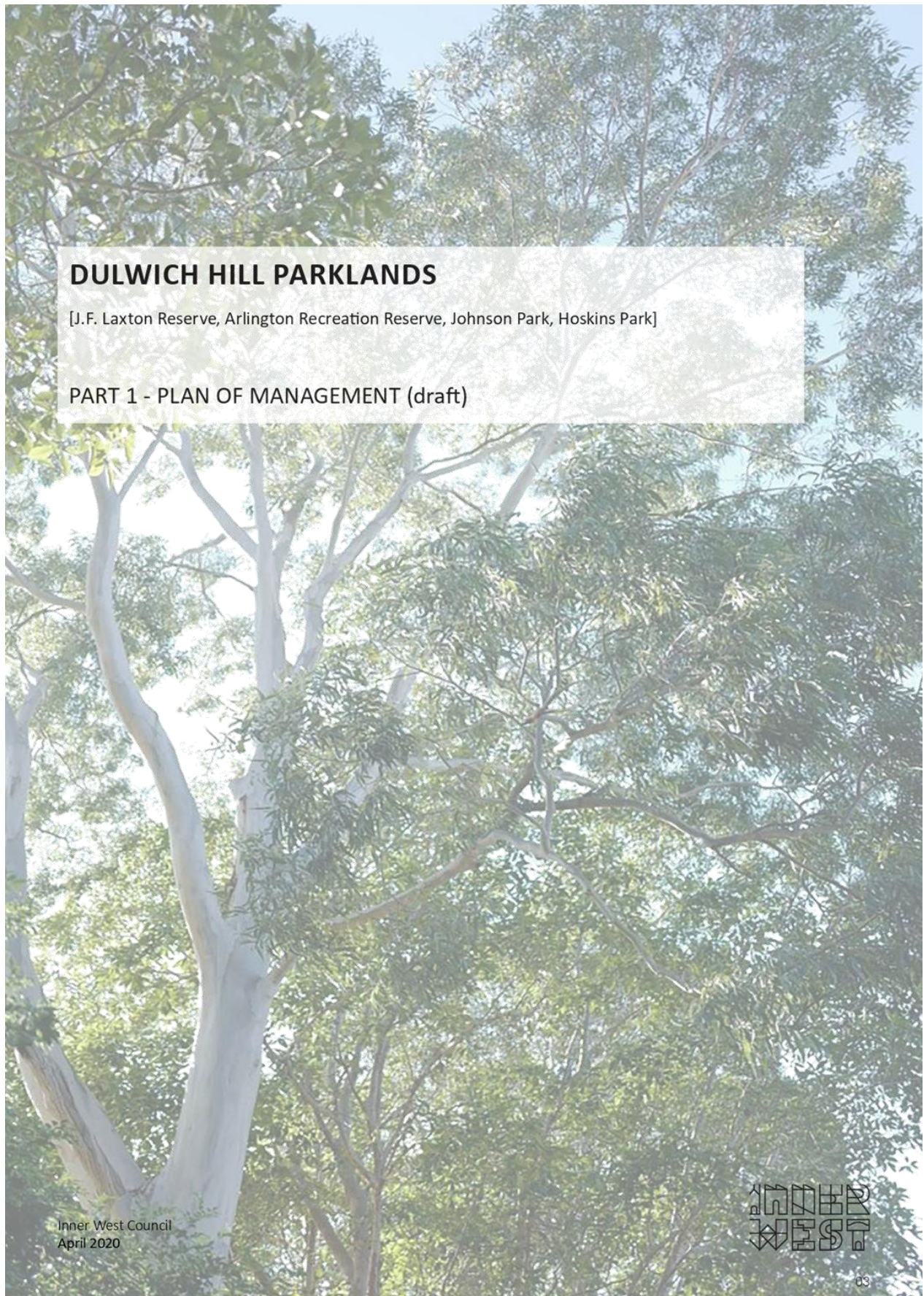
Leichhardt Service Centre  
7-15 Wetherill Street, Leichhardt NSW 2040

Petersham Service Centre  
2-14 Fisher Street, Petersham NSW 2049

[www.innerwest.nsw.gov.au](http://www.innerwest.nsw.gov.au)

All photography by Inner West Council







## Aboriginal and Torres Strait Islander Statement

Inner West Council acknowledges the Gadigal and Wangal peoples of the Eora Nation, who are the traditional custodians of the lands in which the Inner West local government area is situated.

We celebrate the survival of Aboriginal and Torres Strait Islander cultures, heritage, beliefs and their relationship with the land and water. We acknowledge the continuing importance of this relationship to Aboriginal and Torres Strait Islander peoples living today, despite the devastating impacts of European invasion. We express our sorrow for past injustices and support the rights of Aboriginal and Torres Strait Islanders to self determination.

Inner West Council understands our responsibilities and role in working with the Aboriginal community to promote cultural heritage and history, address areas of disadvantage, and protect and preserve the environment as well as sites of significance to Aboriginal peoples. In doing so, we acknowledge that Aboriginal cultures continue to strengthen and enrich our community.

Today, diverse groups of Aboriginal and Torres Strait Islander peoples live and work across Inner West. We admire the resilience displayed in their significant achievements and in making immense contributions to both Council and the broader community.

Inner West Council is committed to embedding the values and perspectives of the Aboriginal and Torres Strait Islander communities to ensure we learn from the mistakes of our past and forge a positive future of long-lasting value built on mutual respect, equality and opportunity.

Inner West Council

T 02 9392 5000

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Leichhardt Service Centre  
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Petersham Service Centre  
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PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

## DOCUMENT CONTROL

Date	Revision No.	Revision Details	Approved
28.08.2019	01	Draft Issue 01- Internal comment	AGC
04.09.2019	02	Draft Issue 02- Report to Council	CDE
25.02.2020	03	Draft Issue 02- Internal Review	AGC
15.06.2020	04	For Council	AGC



## Acknowledgement of Country

The traditional Aboriginal groups of the Inner West Council area are the Gadigal and Wangal peoples of the Eora Nation

Inner West Council acknowledges the traditional Aboriginal custodian of this land. We acknowledge this is a country of which the members and Elders of the local Aboriginal communities have been custodians for many centuries, and on which these people have performed age-old ceremonies.

We acknowledge their living culture and unique role in the life of this region.



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### EXECUTIVE SUMMARY

Extensive research in 2018 resulted in the 'Inner West Council Recreation Needs Study a Healthier Inner West' which identified that the Inner West Council lacked sufficient public open space for a growing population.

As a result of major renewal projects, over the next ten to twenty years the Inner West will undergo significant population growth and change, and increasing population density. This growth presents challenges and opportunities for Council to provide for the recreation needs of its community.

The Dulwich Hill Parklands consists of the following areas of open space:

- J.F. Laxton Reserve (0.59 ha) - Council owned community land
- Arlington Recreation Reserve (1.57 ha) - Council owned community land and Railcorp land
- Johnson Park (1.63 ha) - Crown Land and Road Reserve - The section of Crown Land (D.800385) was gazetted for the purpose of Public Recreation in 6 January 1915.
- Hoskins Park (0.56 ha) - Crown Land devolved to Council

Combined they make up an area of 4.35 hectares of open space providing for a diverse range of recreation experiences including:

- Active sports
- Passive recreation
- Dog walking
- Picnicking and children's parties
- Cultural events
- Education biodiversity

This report outlines the legislative requirements for a Plan of Management.

The report is divided into two main sections:

- Part 1 - The Plan of Management
- Part 2 - The Master Plans

These two sections are supported by two appendices:

- Appendix 1 - The Master Plan Reports
- Appendix 2 - Cost Plan of proposed works

The Plan of Management outlines the legislative requirements for the site, along with key objectives and recommendations which will guide the strategic management of the Dulwich Hill Parklands over the next 10 years.

The Master Plan is a design report guiding the physical upgrade of the site over the next 10 years. The Master Plan sets out guiding principles for future detailed design and infrastructure upgrades throughout the site.

The implementation plan articulates the estimated costs for each project. Performance measure targets and a time frame for implementation is also provided. Each of the proposed upgrades are prioritised according to community feedback and asset renewal.

The reports balance interests of passive and organised recreation, biodiversity, stormwater treatment, heritage and pedestrian and cyclist circulation. It aims to deliver balanced outcomes that facilitate multi-purpose infrastructure and use outcomes that provide for a range of recreation experiences and environmental improvements. The design outcomes are a direct representation of requests from the community engagement process.



Item 2

Attachment 1

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

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## VISION FOR THE DULWICH HILL PARKLANDS

The Inner West Council area enjoys an established and well distributed open space network of parks. Council recognises that quality open space is a critical component of attractive and liveable high density urban areas. The ability of Council to significantly expand the urban network of publicly accessible open space is constrained due to land supply and budget constraints. Therefore, Councils investment in open space in the existing urban area prioritises improving the existing network of open spaces.

This Plan of Management sets out key principles and priorities to deliver high quality parks and open spaces across the Inner West Local Government Area. Plans of Management are principally concerned with the provision of high quality open spaces which are welcoming, accessible and enjoyable spaces for community use and interaction. Parks are valued by the community and will continue to add to the vibrancy and to the character of the Inner West.

Community involvement in the development of this plan has been essential. Parks are provided for community use and enjoyment and in this respect they need to be well designed, inclusive and take account of community needs by responding to the local context.

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## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

# 01 INTRODUCTION

Item 2

### What is a Plan of Management?

A Plan of Management is an overarching strategic document informing the planning and management framework of community land. This document outlines the current and future use, development and maintenance of community land in line with the *Local Government Act 1993* and is a requirement for all community land owned by Council. Community land can be classified into five categories:

1. Natural area
2. Sporting ground
3. Park
4. Area of cultural significance
5. General community use

### Purpose of this Plan of Management

The purpose of this Plan of Management is to:

- Provide an integrated approach specific to the management of the Dulwich Hill Parklands [J.F. Laxton Reserve, Arlington Recreation Reserve, Johnson Park and Hoskins Park].
- Outline the current and future use, development and maintenance of the Dulwich Hill Parklands.
- Ensure compliance with the *Local Government Act 1993* and *Crown Land Management Act, 2016*.
- Ensure alignment with relevant council adopted strategies and documents.

This Plan of Management outlines how the Dulwich Hill Parklands should be appropriately managed and improved to meet the current and future demands over the next 10 years.

This Plan of Management should be read in conjunction with the Master Plans and Design Reports produced for each parkland.

### How to use this document

This report is a holistic reference guide for the proposed use and upgrade works in the Dulwich Hill Parklands:

- J.F. Laxton Reserve
- Arlington Recreation Reserve
- Johnson Park
- Hoskins Park

The report has two sections:

- Part 1- The Plan of Management
- Part 2- The Master Plans

The Plan of Management outlines the legislative requirements of the site, alongside key objectives and recommendations to guide the strategic management of the Dulwich Hill Parklands over the next 10 years.

The Master Plans guide the physical upgrade of the site over the next 10 years. The Master Plans set out guiding principles for future detailed design and infrastructure upgrades.

### Review of this plan

The Dulwich Hill Parklands Plan of Management and Master Plan to be reviewed in ten years to ensure it aligns with Council's operational plans and objectives.

### Key Abbreviations

STIF	Sydney Turpentine Ironbark Forest
DBYD	Dial Before You Dig
SSROC	Southern Sydney Regional Organisation of Councils
LGA	Local Government Area
CBD	Central Business District
WSUD	Water Sensitive Urban Design

Attachment 1

## 01 INTRODUCTION

### Glossary of Terms

#### Sydney Turpentine Ironbark Forest (STIF)

STIF is a Critically Endangered Ecological Community and is characterised by an open forest, with dominant canopy trees including Turpentine (*Syncarpia glomulifera*), Grey Gum (*Eucalyptus punctata*), Grey Ironbark (*E. paniculata*) and Thin-leaved Stringybark (*E. eugenoides*). In areas of high rainfall (over 1050 mm per annum) Sydney Blue Gum (*E. saligna*) is more dominant. The shrub stratum is usually sparse and may contain mesic species such as Sweet Pittosporum (*Pittosporum undulatum*) and Elderberry Panax (*Polyscias sambucifolia*).

Additional information can be found on the following link:

<https://www.environment.nsw.gov.au/threatenedspeciesapp/profile.aspx?id=10789>

#### Southern Sydney Regional Organisation of Councils (SSROC)

SSROC is an association of 11 councils spanning Sydney's southern suburbs, eastern suburbs, CBD, and inner west and covering a third of the Greater Sydney's population, or 1.7m people. SSROC provides a forum through which our member councils can interact, exchange ideas and work collaboratively to solve regional issues and contribute to the future sustainability of the region. The organisation advocates on behalf of the region to ensure that the major issues are addressed by all levels of government.

Additional information can be found on the following link:

<https://ssroc.nsw.gov.au/>

#### Water Sensitive Urban Design (WSUD)

WSUD aims to improve the ability of urban environments to capture, treat and re-use stormwater before it has the opportunity to pollute and degrade creeks and rivers. WSUD includes interventions such as raingardens, constructed wetlands, bio-retention and swales. The benefits of WSUD include:

- Reduction in the quantity of stormwater runoff
- Improvement in the quality of stormwater runoff
- Protection and restoration of creeks and rivers
- Improved wildlife habitat
- Improved appearance of streets and parks
- Cooling of local environment by retaining water

Additional information can be found on the following link:

<https://www.sydneywater.com.au/SW/index.htm>

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

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Attachment 1



## 01 INTRODUCTION

### Scope of this Plan of Management

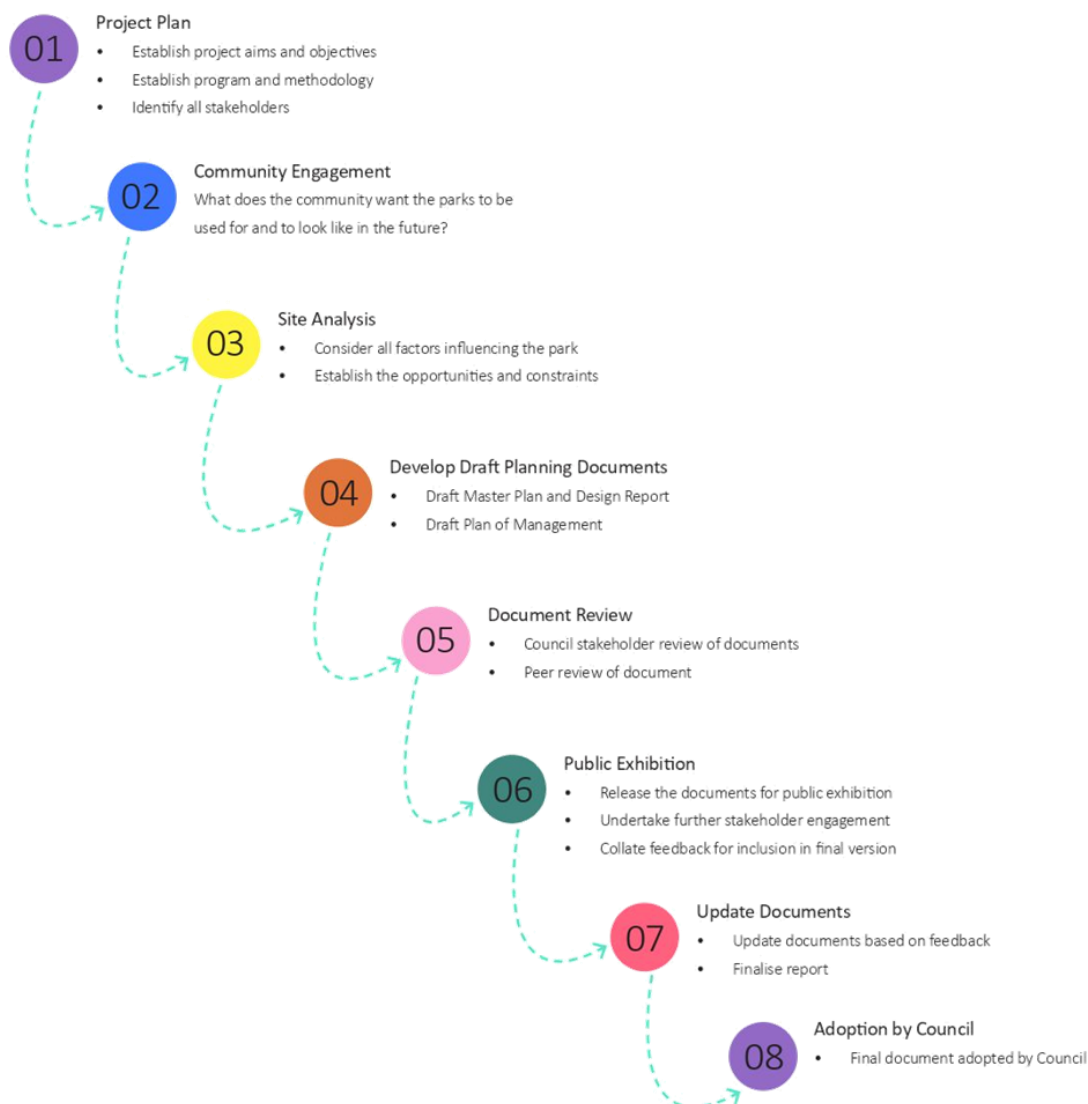
This Plan of Management is divided into seven sections that are outlined below. Where required, this document is divided into sections which describe each of the Dulwich Hill Parklands separately.

Section	What does it include?
01 Introduction	What is a Plan of Management and what is its purpose?
02 Legislative Framework	What is the planning context and legislative framework informing this Plan of Management?
03 Site Description	Provides a description of the land covered by this Plan of Management.
04 Community Engagement Overview	Identifies the key community values and issues for land included within this Plan of Management.
05 Basis of Management	Outlines design principles and design guidelines that inform master planning proposals to meet identified community needs (present and future)
06 Action Plan	Provides recommendations for future park upgrades and management.
07 Implementation and Review	Outlines how the Plan of Management will be carried out, monitored and reviewed.
07 Appendices	Supporting documents.



## Process to Prepare this Plan of Management

The diagram below illustrates the processes which were undertaken to prepare this Plan of Management. These include site analysis, stakeholder and community engagement, draft document reviews and public exhibition.



## 02 PLANNING CONTEXT

### Local Government Act 1993

The *Local Government Act 1993* introduced a requirement that Council land be classified as either 'operational' or 'community'. Operational land comprises land that serves a commercial or operational function (e.g. offices, works depot, car park, sewage pump station, etc), or land that is being retained for commercial or strategic reasons. Community land generally consists of public park land. There are more requirements imposed on Council in relation to their dealings with this land. One of these is that Council must prepare and adopt a Plan of Management for all community land. The Plan of Management must include the following:

- The categorisation of the land.
- Objectives and performance targets of the plan with respect to the land.
- The means by which Council proposes to achieve its performance targets with respect to the plan's objectives and performance targets.
- The condition of the land and of any buildings or improvements on the land.
- The use of the land and of any buildings or improvements as at the date of adoption.
- Specify the purposes for which any further development of the land will be permitted, whether under lease or licence or otherwise.

Community land is classified into five categories:

1. Natural area
2. Sporting ground
3. Park
4. Area of cultural significance
5. General community use

The Dulwich Hill Parklands are categorised as the following:

J.F. Laxton Reserve- Park  
Arlington Recreation Reserve- Sporting ground  
Johnson Park- Park  
Hoskins Park- Park

### Crown Land Management Act, 2016

Following a comprehensive review of legislative provisions and the management of crown land, the Crown Land Management Act 2016 commenced on 1 July 2018 and the Crown Lands Act 1989 was repealed.

The objectives of the Crown Land Management Act, 2016 are:

- To provide for the ownership, use and management of the Crown land of New South Wales, and
- To provide clarity concerning the law applicable to Crown land, and
- To require environmental, social, cultural heritage and economic considerations to be taken into account in decision-making about Crown land, and
- To provide for the consistent, efficient, fair and transparent management of Crown land for the benefit of the people of New South Wales, and
- To facilitate the use of Crown land by the Aboriginal people of New South Wales because of the spiritual, social, cultural and economic importance of land to Aboriginal people and, where appropriate, to enable the co-management of dedicated or reserved Crown land, and
- To provide for the management of Crown land having regard to the principles of Crown land management.

Where Council is the land manager of Crown reserves those Crown reserves are to be managed as if they are "community land" under Local Government Act 1993 and require a Plan of Management.

A full outline of the *Crown Land Management Act 2016* can be accessed at: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

## Corporate Objectives, Strategies and Documents



### Community Strategic Plan, 2018

This document identifies the community's vision for the future, long term goals, strategies to get there and how to measure progress towards that vision. It guides all of Council plans, policies and budgets.

The Community Strategic Plan is structured around a guiding principle:

*To work together in a way that is creative, caring and just*

This reflects the values of the Inner West community, underpins community expectations of how Council will interact with its residents and is the foundation for all decision-making, actions taken and management of resources.

Five Strategic directions inform the future planning and are as follows:

1. An ecologically sustainable Inner West
2. Unique, liveable, networked neighbourhoods
3. Creative communities and a strong economy
4. Caring, healthy, happy communities
5. Progressive local leadership



### Recreational Needs Study, 2018

The Recreation Needs Study provides an analysis of the current and projected recreation needs of the Inner West community. The study provides the evidence base to inform the development of Council policy and strategy in relation to recreation.

Participation in, and access to, recreation opportunities brings significant physical and mental health and social benefits to individuals, improved development outcomes for children and young people, and social benefits to the community.

The study identified six themes to guide future recreational planning:

- Theme 1- Address existing gaps in open space and recreation facilities
- Theme 2- Plan for future demand for new open space and recreation facilities
- Theme 3- Increase capacity of existing recreation facilities
- Theme 4- Streets and laneways for walking, running, cycling and play
- Theme 5- Inclusion and sharing
- Theme 6- Connections with nature

## 02 PLANNING CONTEXT

### Corporate Objectives, Strategies and Documents



#### Greenway Master Plan

The Greenway is a 5.8km environmental and active travel corridor linking the Cooks River at Earlwood with the Parramatta River at Iron Cove. The Greenway predominantly follows the route of the Inner West Light Rail and Hawthorne Canal and features bike paths and foreshore walks, cultural and historical sites, cafés, important habitat areas and bushcare sites and a range of parks, playgrounds and sporting facilities. The Greenway Master Plan recognises that the biodiversity values are not just confined to bushcare sites.

The community and Inner West Councils vision for the Greenway, as articulated in the 2009 Master Plan (Marrickville Council 2009) is for:

*A recognisable environmental, cultural and non-motorised transport corridor linking the sub-catchments of two of Sydney's most important waterways*

The Master Plan Objectives for the GreenWay are categorised into four categories:

1. Ecology
2. Active Transport
3. Recreation
4. Culture

The Greenway has key strategic linkages to the Dulwich Hill Parklands.



#### Inclusion Action Plan (2017-2021)

The Inner West Council Inclusion Action Plan for People with a Disability (2017-2021) outlines Councils commitment to respecting the rights and improving opportunities for people with a disability of all ages, to participate fully in community life. The Inclusion Action Plan meets Councils obligations under the Disability Inclusion Act, 2014 (NSW) and other similar instruments that identify its role in reducing discrimination and improving participation opportunities for people with a disability.

This document outlines the steps Council will take over the next four years to support and improve the inclusion of people with a disability as part of its core business, and to remove barriers to access and participation, including any discrimination based on disability. The Action Plan also gives expression to Councils commitment to uphold and promote the United Nations Convention on the Rights of Persons with Disability.

This document outlines principles specific to Plans of Management for improving accessibility and inclusion. These include:

- Accessible entry to the park and continuous pathways
- Accessible parking
- Accessible play equipment
- Seating (including covered seating and tables)
- Lighting
- Accessible toilets
- Inclusive barbecues and picnic tables, bubblers (varying accessibility)
- Appropriate playground fencing

## Corporate Objectives, Strategies and Documents



### Marrickville Biodiversity Strategy and Action Plan 2011-2021

The Marrickville Council Biodiversity Strategy 2011–2021 (the Strategy) outlines Marrickville Council's commitment to biodiversity management over a 10-year time frame. It provides an overview of existing biodiversity values in the Marrickville Local Government Area (Marrickville) and provides actions to guide biodiversity management over the next 10 years.

The main aim of this Strategy is to:

*Preserve and enhance Marrickville's biodiversity values and the ecosystem services they provide*

The Strategy sets out six strategic focus areas that have specific, associated strategies to achieve the main aim. These are outlined below:

1. **Priority Biodiversity Areas:**  
Preserve and enhance the biodiversity value of Priority Biodiversity Areas
2. **Habitat Enhancement and Connectivity:**  
Enhance local and regional connectivity where relevant for biodiversity values and Priority Biodiversity Areas
3. **Threats:**  
Eliminate or mitigate key present and future threats to Marrickville's biodiversity
4. **Community and Partnerships:**  
Develop community engagement and education programs to engage the public to participate in the protection and enhancement of Marrickville's biodiversity values and Priority Biodiversity Areas
5. **Monitoring and Evaluation:**  
Implement an ongoing review program to measure the success of the Strategy
6. **Knowledge Gaps:**  
Plan future research to address key questions that will help to better manage Marrickville's biodiversity



## 02 PLANNING CONTEXT

Item 2

### Site planning context



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Attachment 1

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### Land to which this plan applies

#### J.F LAXTON RESERVE

LAND TO WHICH THIS PLAN APPLIES	Union St, Dulwich Hill NSW 2203
OWNERSHIP	Inner West Council
LOT NUMBERS	101 / DP849817 3 / DP1146561

#### ARLINGTON RECREATION RESERVE

LAND TO WHICH THIS PLAN APPLIES	Williams Parade, Dulwich Hill NSW 2203
OWNERSHIP	Inner West Council, Railcorp
LOT NUMBERS	3 / DP790040 (Railcorp)      1 / DP1146561 1 / DP174796                      2 / DP1146561

#### JOHNSON PARK

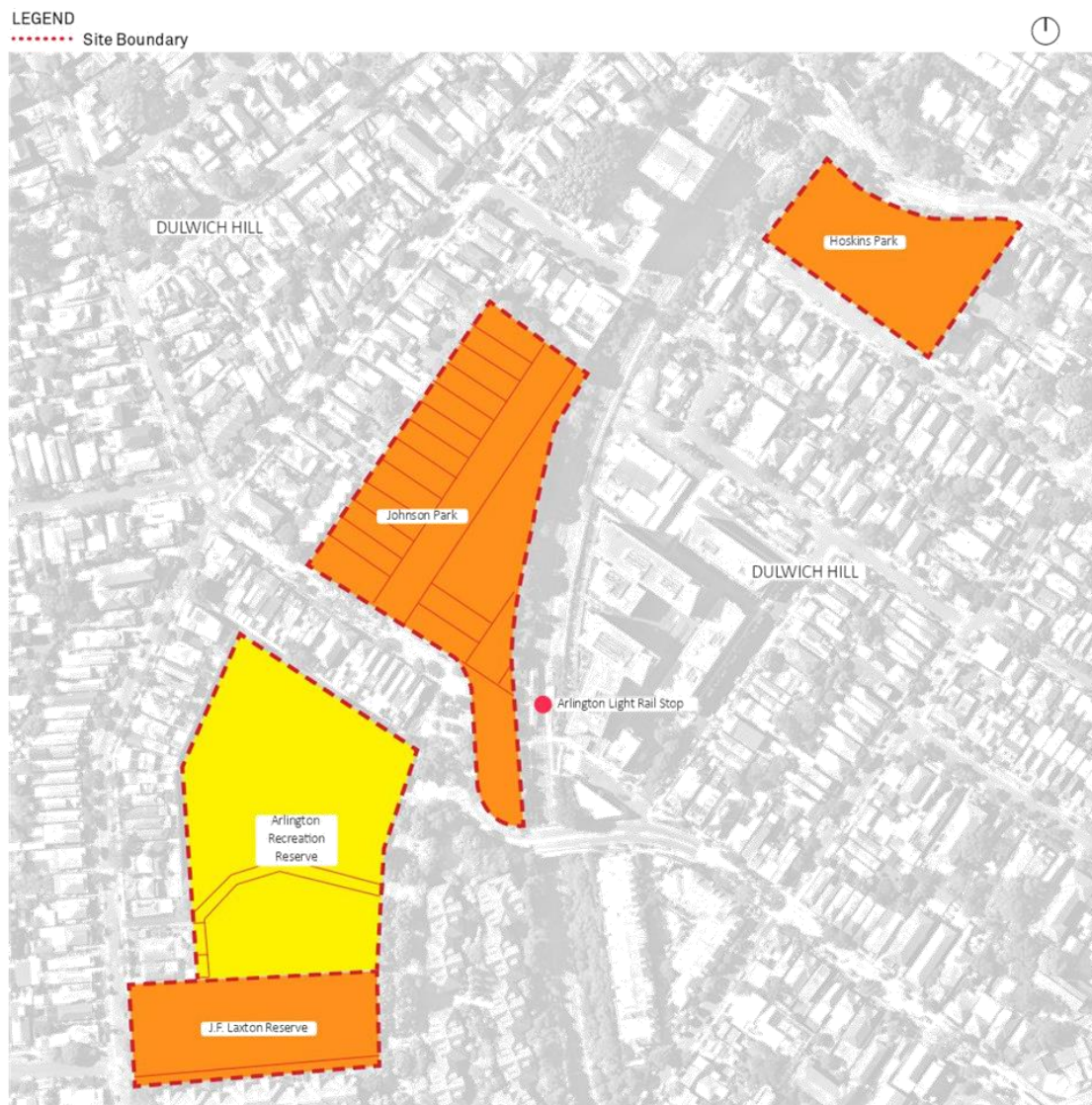
LAND TO WHICH THIS PLAN APPLIES	Constitution Rd, Dulwich Hill NSW 2203
OWNERSHIP	Crown Land, managed by Inner West Council and Inner West Council.
CROWN LAND REFERENCE	D500385- was gazetted for the purpose of Public Recreation on 6 January 1915
LOT NUMBERS	C / DP944563                      20 / DP4182                      19 / DP4182 D / DP944563                      10 / DP4182                      18 / DP4182 2 / DP117359                      14 / DP4182                      17 / DP4182 23 / DP4182                      13 / DP4182                      21 / DP4182 1 / DP117359                      16 / DP4182                      22 / DP4182 12 / DP4182                      11 / DP4182                      15 / DP4182 24 / DP4182

#### HOSKINS PARK

LAND TO WHICH THIS PLAN APPLIES	Pigott St, Dulwich Hill NSW 2203
OWNERSHIP	Crown Land devolved to Inner West Council
CROWN LAND DEDICATION NUMBER	D500381- was gazetted for the purpose of Public Recreation on 6 January 1915. Council is not the land manager for Hoskins Park
LOT NUMBERS	B / DP944563

## 02 PLANNING CONTEXT

### Categorisation





## Categorisation

This Plan of Management categorises the community land as per the Local Government Act 1993, as follows;

### PARK

#### OBJECTIVES

The core objectives for management of community land categorised as a park are;

- (a) to encourage, promote and facilitate recreational, cultural, social and educational pastimes and activities, and
- (b) to provide for passive recreational activities or pastimes and for the casual playing of games, and
- (c) to improve the land in such a way as to promote and facilitate its use to achieve the other core objectives for its management.

### SPORTSGROUND

#### OBJECTIVES

The core objectives for management of community land categorised as a sportsground are;

- (a) to encourage, promote and facilitate recreational pursuits in the community involving organised and informal sporting activities and games, and
- (b) to ensure that such activities are managed having regard to any adverse impact on nearby residences.

## 03 LEASES AND LICENCES

### Leases and Licences

#### What are Leases, Licences?

A lease is a contract between the land owner, and another entity granting to that entity an exclusive right to occupy, use or control an area for a specified time.

A licence allows multiple non – exclusive use of an area. Short term licences and bookings may be used to allow the best overall use of an area.

Council's leasing and licensing is governed by its Land and Property Policy.

#### Authorisation of Leases, Licences

The Local Government Act 1993 (Act) requires a lease or licence of community land must be authorised by a Plan of management (PoM). The lease or licence must be for a purpose consistent with core objectives of its categorisation and zoning of the land. In addition, leases and licences of Crown land must be consistent with the dedication or reservation.

The maximum period for a lease or licence is 21 years if granted by Council or 30 years if granted by Council with the consent of the Minister for Local Government.

Leases and licences for the use of an area of land need to be permissible under this PoM, the LG Act, the Local Government Regulations 2005, Crown Lands Management Act 2016, Crown Lands Management Regulations 2017, Marrickville Local Environmental Plan 2011 and any subsequent LEP adopted by Inner West Council, and pursuant to a development consent if required.

Any proposed lease, licence greater than 5 years must be by tender unless it is to a non-profit organisation.

Any proposed lease, licence, other than short term or casual must give public notice and be in accordance with section 47 of the Act.

Any leases, licences on Crown land (a use agreement) on Crown land may impact native title rights and interests.

Any use agreement issued on Crown land must be issued in accordance with the future act provisions of the Native Title Act 1993 and in accordance with Part 8 of the Crown Land Management Act 2016 unless native title is extinguished. For Crown land which is not excluded land this will require written advice of one of Council's native title managers that it complies with any applicable provisions of the native title legislation.

This PoM expressly authorises Inner West Council as land manager of Johnson Park to grant leases and licences for the purposes and uses which are identified or consistent with those in Table 1.03, 1.04.

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### Current Licences

There are no current licences for J.F Laxton Reserve, Johnson Park or Hoskins Park.

Stanmore Hawks Football club and Dulwich Hill Football Club currently have a seasonal licence for Arlington Reserve.

### Current Leases

There are no current leases for J.F Laxton Reserve, Arlington Recreation Reserve, Johnson Park or Hoskins Park.

### Future Leases and Licences

The Plan of Management expressly authorises the provision of Leases and Licences as per the Local Government Act 1993 and Crown Lands Management Act 2016. Future lease and licences will be allowable for J.F Laxton Reserve, Arlington Recreation Reserve and Johnson Park for uses consistent with this Plan of Management, the former Marrickville Local Environment Plan or Inner West Council Local Environment Plan (to be adopted) and any other applicable legislation.

Any licences for biodiversity works are permitted.

### Arlington Reserve

Railcorp owns 3 / DP790040 which extends across the sporting field. This Plan of Management proposes that Council enter in to a lease agreement with Railcorp for the portion of land owned by them.

### Johnson Park

The majority of Johnson Park is Crown Land with Council the appointed and manager. The southern most tip of Johnson Park, along Constitution Road is a closed road. This PoM recommends Council undertake a formal road closure and incorporate it into the park.

### Hoskins Park

No leases or licences are permitted for Hoskins Park under the current land management structure.

This Plan of Management proposes that Council requests the Crown for the park to be transferred to Council or Council to be made Land Manager of Hoskins Park.

Following the appointment or transfer, Council proposes the leases and licences outlined in Table 1.07 and 1.08.

Table 1.01 Arlington Recreation Reserve - Permissible Long Term Uses - This PoM expressly authorises Inner West Council to grant leases and licences for the community land component of Tempe Recreation Reserve for purposes and uses which are identified or consistent with those in Table 1.03 and Table 1.04.

Type of Arrangement Authorised	Categorisation and Facilities	Purpose for which licensing / leasing will be granted
Licence	Sports Grounds	Organised sport including but not limited to soccer and rugby.
Licence	Sports Grounds - building	Recreational purposes

## 03 LEASES AND LICENCES

Table 1.02 Arlington Recreation Reserve - Permissible Short Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purposes for which short term casual licences up to 12 months will be granted
Licence	Sports Ground	<ul style="list-style-type: none"> <li>-Seasonal licences</li> <li>-Sporting fixtures and events</li> <li>-Uses reasonably associated with the promotion or enhancement of sporting groups, fixtures and events</li> <li>- sports and fitness training and classes</li> <li>-broadcasting or filming of sporting fixtures</li> <li>-catering</li> <li>- uses reasonably associated with the promotion or enhancement of sporting groups, fixtures and events</li> <li>-delivering a public address</li> <li>-public performances</li> <li>-filming including film / television</li> <li>-community events and festivals</li> <li>-playing/practice of a musical instrument or singing for fee or reward</li> <li>- making of art for fee or reward</li> <li>- Corporate Events and Functions.</li> <li>- Team building, Workshops, Training, Seminars, Meetings</li> <li>- Sale of merchandise, promotion of events, memberships and goods</li> <li>-commercial fitness trainers</li> <li>-picnics and private celebrations such as weddings and family gatherings</li> <li>-conducting a commercial photography session</li> <li>- site investigations</li> <li>- sporting and organised recreational activities</li> <li>- storage</li> <li>- emergency purposes including training</li> </ul>
Licence	Sportsground Building	<ul style="list-style-type: none"> <li>-events</li> <li>- corporate functions</li> <li>-exhibitions, fairs, shows</li> <li>-functions</li> <li>meetings, seminars, presentations</li> <li>-playing/practice of a musical instrument or singing for fee or reward</li> <li>- making of art for fee or reward</li> <li>-broadcasting or filming of sporting fixtures</li> <li>-community events and festivals</li> <li>-conducting a commercial photography session</li> <li>- storage</li> <li>- emergency purposes including training</li> <li>- Sale of merchandise, promotion of events, memberships and goods</li> </ul>

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

Table 1.03 Johnson Park - Permissible Long Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purpose for which licensing / leasing will be granted
Lease	Park	Cafe or sale of food with the focus being social enterprise
Licence	Park	Recreational purposes
Other Estates	Park	This PoM authorises Council to grant an easement for the provision of public utilities and works associated with or ancillary to public utilities, and for the provision of pipes, conduits or other connections under the surface of the ground for the connection of premises adjoining the community land to a facility of Council or other public utility provider situated on the community land.

Table 1.04 Johnson Park - Permissible Short Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purposes for which short term casual licences up to 12 months will be granted
Licence	Park	<ul style="list-style-type: none"> <li>- fairs, markets, auctions and similar events</li> <li>- Outdoor Cinema</li> <li>- engaging in trade or business</li> <li>- delivering a public address</li> <li>- public performances</li> <li>- picnics and private celebrations such as weddings and family gatherings</li> <li>- conducting a commercial photography session</li> <li>- filming including film / television</li> <li>- community events and festivals</li> <li>- playing/practice of a musical instrument or singing for fee or reward</li> <li>- making of art for fee or reward</li> <li>- advertising</li> <li>- catering</li> <li>- community, training or education</li> <li>- environmental protection, conservation or restoration or environmental studies</li> <li>- exhibitions</li> <li>- functions</li> <li>- hiring of equipment</li> <li>- meetings</li> <li>- site investigations</li> <li>- sporting and organised recreational activities</li> <li>- storage</li> <li>- emergency purposes including training</li> <li>- commercial fitness trainers</li> </ul>

Attachment 1

## 03 LEASES AND LICENCES

Table 1.05 J.F Laxton Reserve - Permissible Short Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purposes for which short term casual licences up to 12 months will be granted
Licence	Park	<ul style="list-style-type: none"> <li>-fairs, markets, auctions and similar events</li> <li>- Outdoor Cinema</li> <li>-engaging in trade or business</li> <li>-delivering a public address</li> <li>-public performances</li> <li>-picnics and private celebrations such as weddings and family gatherings</li> <li>-conducting a commercial photography session</li> <li>-filming including film / television</li> <li>-community events and festivals</li> <li>-playing/practice of a musical instrument or singing for fee or reward</li> <li>- making of art for fee or reward</li> <li>-advertising</li> <li>- catering</li> <li>- community, training or education</li> <li>- environmental protection, conservation or restoration or environmental studies</li> <li>- exhibitions</li> <li>- functions</li> <li>- hiring of equipment</li> <li>- meetings</li> <li>- site investigations</li> <li>- sporting and organised recreational activities</li> <li>- storage</li> <li>- emergency purposes including training</li> <li>-commercial fitness trainers</li> </ul>

Table 1.06 J.F Laxton Reserve - Permissible Long Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purpose for which licensing / leasing will be granted
Licence	Park	Recreational purposes
Other Estates	Park	This PoM authorises Council to grant an easement for the provision of public utilities and works associated with or ancillary to public utilities, and for the provision of pipes, conduits or other connections under the surface of the ground for the connection of premises adjoining the community land to a facility of Council or other public utility provider situated on the community land.

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Table 1.07 Hoskins Park - Permissible Long Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purpose for which licensing / leasing will be granted
Lease	Park	Cafe or sale of food with the focus being social enterprise
Licence	Park	Recreational purposes
Other Estates	Park	This PoM authorises Council to grant an easement for the provision of public utilities and works associated with or ancillary to public utilities, and for the provision of pipes, conduits or other connections under the surface of the ground for the connection of premises adjoining the community land to a facility of Council or other public utility provider situated on the community land.

Table 1.08 Hoskins Park - Permissible Short Term Uses

Type of Arrangement Authorised	Categorisation and Facilities	Purposes for which short term casual licences up to 12 months will be granted
Licence	Park	<ul style="list-style-type: none"> <li>-fairs, markets, auctions and similar events</li> <li>- Outdoor Cinema</li> <li>-engaging in trade or business</li> <li>-delivering a public address</li> <li>-public performances</li> <li>-picnics and private celebrations such as weddings and family gatherings</li> <li>-conducting a commercial photography session</li> <li>-filming including film / television</li> <li>-community events and festivals</li> <li>-playing/practice of a musical instrument or singing for fee or reward</li> <li>- making of art for fee or reward</li> <li>-advertising</li> <li>- catering</li> <li>- community, training or education</li> <li>- environmental protection, conservation or restoration or environmental studies</li> <li>- exhibitions</li> <li>- functions</li> <li>- hiring of equipment</li> <li>- meetings</li> <li>- site investigations</li> <li>- sporting and organised recreational activities</li> <li>- storage</li> <li>- emergency purposes including training</li> <li>-commercial fitness trainers</li> </ul>

Attachment 1

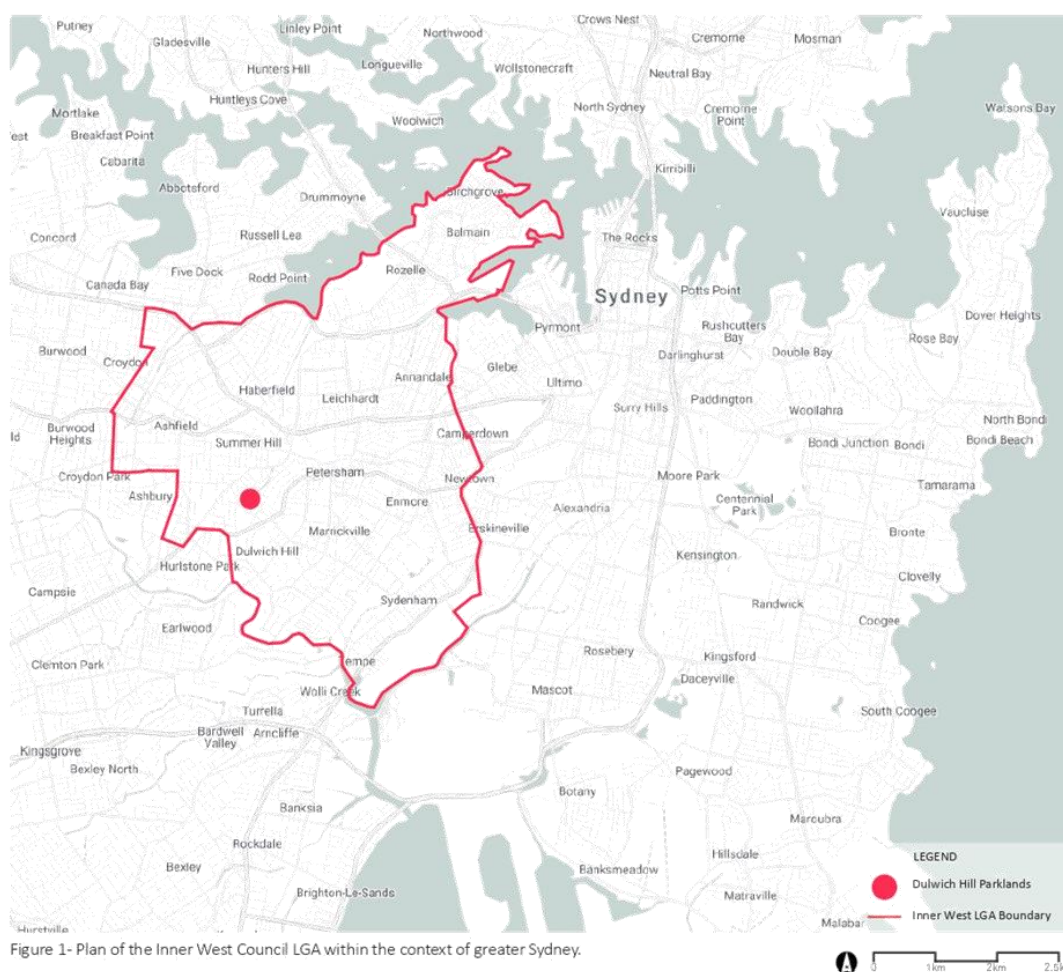


## 04 KEY ISSUES

### Regional Context

The Dulwich Hill Parklands (J.F. Laxton Reserve, Arlington Recreation Reserve, Johnson Park and Hoskins Park) are located within the Inner West Council LGA. The Inner West Council area is located five kilometres west of the Sydney CBD and includes the former Marrickville, Ashfield and Leichhardt LGA's. The Inner West LGA has a resident population of 185,000 people and extends from near Sydney Airport and the Cooks

River to the south, borders Erskineville and Redfern to the east, Sydney Harbour to the north and adjoins Five Dock, Burwood and Campsie to the west. The Dulwich Hill Parklands are located in Dulwich Hill which falls within the Ashfield (Djarrawunang) Ward of the Inner West LGA.





## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

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### Local Context

The Dulwich Hill Parklands are located within a significant urban renewal area of the Inner West LGA. This area and its surrounds have been identified as a significant growth corridor which will face changes in demographics in future years. These parks form part of The Greenway, a 5.8km environmental and active travel corridor linking the Cooks River at Earlwood with the Parramatta River at Iron Cove.

The Dulwich Hill Parklands have an opportunity to play a significant role in addressing future recreation demands and trends. The Parklands provide high quality opportunities for active and passive recreation.

Such activities include organised sport, walking, dog walking, running, cycling, picnicking and education (Magic Yellow Bus).

The Parklands are located in the Greenway High Priority Biodiversity Area (Marrickville Biodiversity Strategy) and part of a wildlife corridor that has important habitat value (SSROC Biodiversity Corridors 2016). In addition they occur within the Biodiversity Bandicoot Protection area for eastern long nosed bandicoots (Marrickville Council LEP 2011)



Figure 2- Local context map of the Dulwich Hill Parklands

Attachment 1

## 04 KEY ISSUES

### J.F. Laxton Reserve - Site Context

J.F. Laxton Reserve is the southern most Dulwich Hill Park and contains a small playground, BBQ facilities and passive recreation space. The following section analyses the park's existing condition. Additional site information for J.F. Laxton Reserve can be found within J.F. Laxton Reserve Master Plan Design Report.



Figure 3- Site Plan of J.F. Laxton Reserve

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### J.F. Laxton Reserve - Site Analysis



#### THE SITE



J.F. Laxton Reserve is a small local park located in Dulwich Hill with a total site area of 0.59Ha. It is used by local residents within walking distance of the site and includes the following features:

- A small local playground suitable for younger children.
- Informal passive recreation area.
- Barbecue and picnic tables.
- Shade sails.

J.F. Laxton Reserve is an important local open space for local residents that have small children. It is used for social gatherings, birthdays and other passive recreation activities.

#### LAND OWNERSHIP AND HERITAGE



Prior to the arrival of Europeans, the Gadigal and Wangal people successfully moved and lived in the area along the Cooks River and surrounds for thousands of years. The land was heavily wooded at the time with tall eucalyptus covering the higher ground and a variety of swampy trees along Hawthorne Canal. Key food sources included native plant life, animals and fish.

The park is zoned as RE1 public recreation. It is surrounded by a mixture of low residential (R2), high density residential (R4) and public recreation (RE1). There are no heritage items within J.F. Laxton Reserve. The adjacent Arlington Recreation Reserve has conservation value and J.F. Laxton Reserve contributes to this.

J.F. Laxton Reserve is in close proximity to the Abergeldie Estate, a conservation area in Dulwich Hill.

#### SITE ACCESS



J.F. Laxton Reserve accessed predominantly by local residents within walking or cycling distance via:

- Union Street to the west (accessible entry).
- Williams Parade to the east (accessible entry).
- Arlington Recreation Reserve to the north.

There is a main accessible pathway running east-west through J.F. Laxton Reserve along its northern boundary. This path links Union Street and Williams Parade. A smaller path links to Union Street on the southern side of the park and curves around via the playground to join the main path.

## 04 KEY ISSUES

### J.F. Laxton Reserve - Site Analysis



#### SERVICE AND INFRASTRUCTURE



A DBYD survey conducted in 2018 revealed the presence of underground services from several utilities in the vicinity of J.F. Laxton Reserve. The majority of services exist in the streets around J.F. Laxton Reserve, not within the park itself.

Services significant within the park include:

- Sydney Water sewer main transecting the western edge of the park.
- Jemena gas line running along the southern boundary of the site.
- Telstra conduits along the northern edge of the site.

#### EXISTING NATURAL ENVIRONMENT



The original vegetation community in the parks would have been STIF which was cleared for agricultural and urban development after European settlement.

The Dulwich Hill Parklands are located within the Biodiversity Wildlife Corridor and Biodiversity Bandicoot Protection area for eastern long nosed bandicoots. The parks provide habitat for bandicoots as well as other threatened native species including; grey headed flying foxes, eastern bentwing bats and regent honeyeaters. J.F. Laxton Reserve is included in the Greenway Priority Biodiversity Area (Marrickville Council Biodiversity Strategy) and is identified as Supporting Habitats as part of the SSROC Biodiversity Corridors 2016.

J.F. Laxton Reserve also includes the following vegetation features:

- A kickabout area is bordered by two rows of trees.
- A line of palms through the picnic area.
- A shrub border along Union Street and a hedge border along Williams Parade.

#### SITE OPPORTUNITIES



Key site opportunities include:

- Upgrade and diversify the existing playground.
- Resurface ageing softfall.
- Additional shade elements [trees, shade sails].
- Upgrade lighting.
- Introduce art and interpretation.
- Upgrade signage.

The opportunities and site recommendations for are expanded upon in Section 05 of this report.



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### J.F. Laxton Reserve - Site Inventory



#### SITE CHARACTER

Small local park used with children's playground.

#### ART AND INTERPRETATION

Mural on the northern edge of the park painted on an adjoining properties wall.

#### PATHWAYS

- Accessible throughsite link [pedestrian and cyclist] connects Union Street and Williams Parade. A half side boom gate exists at the Union Street path entrance.
- Diagonal path from Union Street to the Arlington Recreation Reserve entrance.

#### FENCING AND GATES

North [residential and Arlington Recreation Reserve]

- Timber fence to adjacent property.
- Palisade gate and fence between site and Arlington Recreation Reserve.

South [residential]

- Palisade fence and hedge with access to adjacent residential properties.

East [Williams Parade]

- Palisade fence and hedge.

#### CARPARKING

On-street parking available along Union Street and Williams Parade.

#### SIGNAGE

Signage from the previous Marrickville Council present at park entrances and along pathways.

#### TREES

- Formal palm trees planted on pathway adjacent to playground
- Formal trees planted to lawn perimeter.
- Formal trees planted along Union Street interface.

#### PARK FURNITURE

- Picnic table, shelter and BBQ.
- Park benches to formal lawn.
- Playground
- Water bubbler
- Bins

#### LIGHTING

Lightpoles present along pathways.

#### PLANTING

Well maintained shrub and ground cover throughout park. Mix of exotic and native species.

#### PLAYGROUND

Small playground area with a range of equipment suitable to younger children. Softfall surfacing shows signs of ageing.

#### AMENITIES AND BUILDINGS

- Entry pergola at Union Street
- Shade sails over BBQ and picnic table



## 04 KEY ISSUES

### J.F. Laxton Reserve - Site Photos



Mural



Diagonal path from Union Street with mature palm planting



Childrens playground



Shade sails



Signage



Williams Parade Interface



Water bubbler



Fence between J.F. Laxton Reserve and Arlington Recreation Reserve



Fence along southern boundary

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

## J.F. Laxton Reserve - Site Photos



Planting character



Formal lawn and edge tree planting



Bench seating



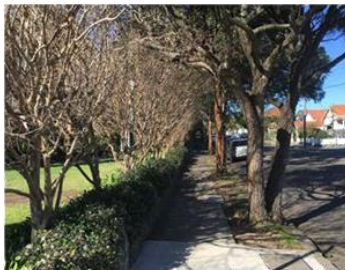
Pergola and BBQ facility



BBQ facility



Half boom gate at Union Street entrance



Union Street Interface



Signage



Signage

Attachment 1



## 04 KEY ISSUES

### Arlington Recreation Reserve - Site Context

Arlington Recreation Reserve is an open space used predominantly for active recreation. The following section analyses the park's existing condition. Additional site information for Arlington Recreation Reserve can be found within the Arlington Recreation Reserve Master Plan Design Report.

This Plan of Management should be read in conjunction with the Arlington Recreation Reserve Operational Management Plan (2019). The management plan outlines regulations and restrictions of use by all regular/ seasonal hirers and all casual hirers with more than 100 participants per hour (including spectators).



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### Arlington Recreation Reserve - Site Analysis



#### THE SITE



Arlington Recreation Reserve is a sporting ground located in Dulwich Hill with a total site area of 1.57Ha. It is used predominantly for active recreation, particularly organised soccer. Site features include:

- Soccer field (artificial turf)
- Grandstand with seating
- Change rooms
- Grass banks
- Concrete path
- Entry pavilion
- Perimeter fencing
- Lighting

Arlington Recreation Reserve is currently used by several sporting teams on weekends for competitive games and during evenings for trainings. Outside of organised sport, it is used for casual recreation. The present arrangement is that the sporting clubs have a seasonal licence agreement to use the sporting ground for 6 months at a time. This entitles the clubs to use the clubhouse and kiosk.

#### LAND OWNERSHIP AND HERITAGE



Prior to the arrival of Europeans, the Gadigal and Wangal people successfully moved and lived in the area along the Cooks River and surrounds for thousands of years. The land was heavily wooded at the time with tall eucalyptus covering the higher ground and a variety of swampy trees along Hawthorne Canal. An enormous amount of knowledge and skills were developed and key food sources included native plant life, animals and fish.

Arlington Recreation Reserve is zoned as RE1 public recreation. It is surrounded by a mixture of low density residential (R1), high density residential (R2) and public recreation (RE1). The majority of the site is owned by Inner West Council. A small parcel of land running east-west through the site is owned by RailCorp and Inner West Council has a lease agreement with Rail Corp in regards to the land.

Arlington Recreation Reserve, once several deep disused brick pits, was filled in and converted to recreational use in 1932. During the 1938 British Empire Games, women athletes competed at Arlington Recreation Reserve. The grandstand was also used in scenes in the Australian movie, The First Kangaroos (1988). In 2014 after a 10 year campaign with Marrickville Council the sporting ground was upgraded with a synthetic surface and is now a premium ground in the FNSW competition.

#### SITE ACCESS



Arlington Recreation Reserve is accessible on foot and bicycle from J.F. Laxton Reserve in the south-west and Constitutional Road in the north-east. Service vehicle access is available on Union Lane and Williams Parade. A through site pedestrian path connects these two entrances, however it is not an equal access route with stairs present at the grandstand entrance.

## 04 KEY ISSUES

### Arlington Recreation Reserve - Site Analysis



#### SERVICE AND INFRASTRUCTURE



A DBYD survey conducted in 2018 revealed the presence of underground services from several utilities in the vicinity of Arlington Recreation Reserve. The majority of services exist in the streets around J.F. Laxton Reserve, not within the park itself.

Services significant within the park include:

- Sydney Water water main transecting the lower third of the site in an east-west direction.
- Telstra conduits entering the site from the north-west.

#### EXISTING NATURAL ENVIRONMENT



The original vegetation community in the parks would have been STIF which was cleared for agricultural and urban development after European settlement.

The Dulwich Hill Parklands are located within a Biodiversity Wildlife Corridor and Biodiversity Bandicoot Protection area for Eastern Long Nosed Bandicoots. The parks provide habitat for bandicoots as well as other threatened native species including; grey headed flying foxes, eastern bentwing bats and regent honeyeaters. Arlington Recreation Reserve is included in the Greenway Priority Biodiversity Area (Marrickville Council Biodiversity Strategy) and is identified as Supporting Habitats as part of the SSROC Biodiversity Corridors 2016.

Arlington Recreation Reserve contains a row of significant trees which wrap around the park's south-western corner. There is a uniquely vegetated area in the park's north-western corner.

#### SITE OPPORTUNITIES



Key site opportunities include:

- Provide pedestrian access along the southern and eastern site edges.
- Provide equitable access to the park and its facilities.
- Diversify the parks uses outside of organised sport.
- Improve park seating.
- Improve existing landscape treatments.
- Improve signage to support the sporting ground use and include bookings.
- Traffic management improvements

The opportunities and site recommendations for are expanded upon in Section 05 of this report.



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### Arlington Recreation Reserve - Site Inventory



#### SITE CHARACTER

Recreational park used predominantly for organised sports by local teams, in particular soccer.

#### PATHWAYS

Throughsite link [pedestrian and cyclist] along the Northern and Western edge connecting J.F. Laxton Reserve and Constitution Road.

#### FENCING AND GATES

North [Constitution Lane]

- Blockwork retaining wall.

South [J.F. Laxton Reserve]

- Palisade fence with gated access from J.F. Laxton Reserve.

East [Williams Parade]

- Palisade fence with gated access at the Southern (vehicles) and Northern (pedestrian and vehicles) ends.

West [Union Lane]

- Blockwork retaining wall.

#### CARPARKING

On-street parking available on Williams Parade.

#### PARK FURNITURE

- Terraced seating
- Grandstand seating
- Notice board
- Bins

#### TREES

- Row of significant trees which wrap around the park's south-western corner.
- Street trees (*Platanus x acerifolia*) along Williams Parade.
- Mix of smaller trees along north and western edge.

#### PLANTING

The planting palette is a mixture of native and exotic species with feature planting adjacent the grandstand.

#### SIGNAGE

Existing signage in the park reflects the style of the former Marrickville Council. It indicates what activities are permitted and not permitted within the park.

#### LIGHTING

Flood lights to sporting ground. Roof lighting to grandstand.

#### AMENITIES AND BUILDINGS

- Grandstand with toilets (not accessible)
- Club building
- Kiosk building

## 04 KEY ISSUES

### Arlington Recreation Reserve - Site Photos



Arlington Recreation Reserve



Terraced Seating



Kiosk



Club building



Fence surrounding Sporting ground



Mature tree planting (western boundary)



Grandstand and toilets



Signage



Signage

## Arlington Recreation Reserve - Site Photos



Retaining wall and planting



Mature tree planting facing J.F. Laxton Reserve



Vehicular access gate



Public Toilets



Notice Board



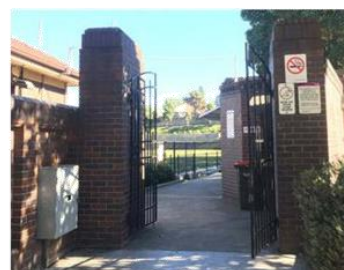
Bins



Informal pathway



Steep embankment with retaining wall



Pedestrian entry



## 04 KEY ISSUES

### Johnson Park - Site Context

Johnson Park is an open space with a variety of amenities that accommodates a variety of user groups. The following section analyses the park's existing condition. Additional site information for Johnson Park can be found within the Johnson Park Master Plan Design Report.



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### Johnson Park - Site Analysis



#### THE SITE



Johnson Park is a Neighbourhood Park located in Dulwich Hill with a total site area of 1.63Ha. It is used for a range of active and passive activities with site features including:

- Playground
- Cricket nets
- Basketball court
- Outdoor gym
- BBQ and shelter
- Open lawn
- Toilet
- Bush regeneration area

Johnson Park is used by the local community, predominantly those within walking distance. The site is also used as a thoroughfare by pedestrians and cyclists accessing the Arlington Light Rail Station adjacent to the park.

#### LAND OWNERSHIP AND HERITAGE



Prior to the arrival of Europeans, the Gadigal and Wangal people successfully moved and lived in the area along the Cooks River and surrounds for thousands of years. The land was heavily wooded at the time with tall eucalyptus covering the higher ground and a variety of swampy trees along Hawthorne Canal. An enormous amount of knowledge and skills were developed and key food sources included native plant life, animals and fish.

The park is registered as crown reserve and zoned as RE1 public recreation. It is surrounded by a mixture of general residential (R1), low density residential (R2) and rail infrastructure (SP2).

#### SITE ACCESS



Johnson Park is highly accessible on foot and bicycle via the following:

- A 2m wide laneway to the north (accessible) owned by Council.
- Footpath off Constitution Road along the south (3x accessible entrances, 1x non-accessible entrances).
- Arlington Light Rail Station to the east.

Within the park itself, a main path (3.5m wide) runs from the southern corner to the north-western corner. A smaller path runs along the park's western side and smaller networks of paths connect the playground, fitness, barbecue and picnic facilities.

An equal access entrance is present on Constitution road however an existing full size boom gate obstructs the path of travel.



## 04 KEY ISSUES

### Johnson Park - Site Analysis



#### SERVICE AND INFRASTRUCTURE



A DBYD survey conducted in 2018 identified underground services from several utilities in the vicinity of Johnson Park. The majority of services exist in the streets around Johnson Park. Services significant within the park include:

- Ausgrid electricity conduits within the park.
- Sydney Water sewer main along the north-western edge of the park.
- Sydney Water water main transecting through the middle of the site in an east-west direction.

#### EXISTING NATURAL ENVIRONMENT



The original vegetation community in the parks would have been STIF which was cleared for agricultural and urban development after European settlement.

The Dulwich Hill Parklands are located within a Biodiversity Wildlife Corridor and Biodiversity Bandicoot Protection area for Eastern Long Nosed Bandicoots. The parks, provide habitat for bandicoots as well as other threatened native species including; grey headed flying foxes, eastern bentwing bats and Regent honeyeaters. Johnson Park is included in the Greenway Priority Biodiversity Area (Marrickville Council Biodiversity Strategy) and is identified as Supporting Habitats as part of the SSROC Biodiversity Corridors 2016.

Johnson Park contains a native revegetation in the north-eastern corner which was established as a offset for the lightrail project. This site is connected to an established bushcare site along the rail corridor and has been revegetated with Flora from the STIF community. A line of mature figs and brushbox trees runs along the southern edge of the site. Large trees including brush boxes exist along the western and northern edges. A line of palms line the pathway on the eastern edge of the park.

#### SITE OPPORTUNITIES



Key site opportunities include:

- Introduce park signage.
- Extend bushcare site and allow access into site.
- Introduce stormwater management.
- Upgrade and improve toilet facility.
- Change basketball court to multipurpose court (including fencing)
- Replace cricket nets.
- Review accessibility of site and its facilities.
- Provide additional bubblers and bicycle parking.

The opportunities and site recommendations for are expanded upon in Section 05 of this report.

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### Johnson Park - Site Inventory



#### SITE CHARACTER

Johnson Park is a neighbourhood park that is used for a variety of active and passive recreation.

#### PATHWAYS

A throughsite link runs from the southern corner to the north connecting Constitution Road to the laneway through to Windsor Road. A smaller path runs along the park's western side and a network of paths connect the playground, fitness, barbecue and picnic facilities. The site is also accessible via the Arlington Light Rail Stop.

#### FENCING AND GATES

North [Residential]

- Residential fences

East [Arlington Light Rail]

- Palisade fence with access to light rail stop

West [Residential]

- Residential fences

#### CARPARKING

On-street parking available on Constitution Road.

#### PARK FURNITURE

- BBQ and pergola facilities
- Bench seating
- Water bubbler
- Boom gate
- Playground
- Entry pergolas
- Bins
- Bicycle parking

#### TREES

- Mature fig and brush box trees along Constitution Road
- Large trees including brush boxes along the western and northern park edges
- Palms along the eastern edge of the park

#### PLANTING

Shrub and groundcover planting is a mix of native and exotic species. The bushcare site contains native and endemic species and provides habitat to local wildlife.

#### SIGNAGE

Existing signage in the park reflects the style of the former Marrickville Council. It indicates what activities are permitted and not permitted within the park.

#### LIGHTING

Lighting along pathways, light rail entry and pergolas.

#### AMENITIES AND BUILDINGS

- Toilet
- BBQ and shelter
- Book share structure
- Bicycle parking

## 04 KEY ISSUES

### Johnson Park - Site Photos



Overall site image



Re-purposed play equipment



Arlington Light Rail stop with bike racks and weatherproof structure



Bookshare structure



Existing signage



Water bubbler



Bins



Fitness equipment and toilet block



Bushcare regeneration area and fencing

## Johnson Park - Site Photos



Cricket nets and basketball court



Boomgate entry along Constitution Road



Basketball court and temporary fencing



Greenway Signage



BBQ Facility



BBQ shelter and tree grove



Laneway access from Windsor Road



Pavilion with toilet below



Bushcare site, bin and bubbler



## 04 KEY ISSUES

### Hoskins Park - Site Context

Hoskins park is a well-loved local park used for active and passive recreation by local residents. The site feature mature tree planting, playground and picnic facilities. The following section analyses the park's existing condition. Additional site information for Hoskins Park can be found in the Hoskins Park Master Plan Design Report.





## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### Hoskins Park - Site Analysis



#### THE SITE



Hoskins Park is a Neighbourhood Park located in Dulwich Hill with a total site area of 0.56Ha. The park is used for a range of activities and site features include:

- Playground
- Mature trees
- Open lawns
- Tree adventure play
- Entry pergolas
- Toilet block (currently disused)
- Sandstone edging and rockery garden

Hoskins Park is used by adjacent properties and the local community within walking or cycling distance. The site is also a thoroughfare for commuters accessing the Waratah Mills Light Rail service. The park furniture is well utilised and group yoga has been observed within the playground area.

#### LAND OWNERSHIP AND HERITAGE



Prior to the arrival of Europeans, the Gadigal and Wangal people successfully moved and lived in the area along the Cooks River and surrounds for thousands of years. The land was heavily wooded at the time with tall eucalyptus covering the higher ground and a variety of swampy trees along Hawthorne Canal. An enormous amount of knowledge and skills were developed and key food sources included native plant life, animals and fish.

The park is registered as crown land and zoned as RE1 public recreation. The stormwater channel (Hawthorne Canal) is owned by Sydney Water and is a heritage item. It is expected that the reserve area around the Channel is also owned by Sydney Water up to the rail corridor, however this is to be confirmed. Hoskins Park is a heritage item of local significance for its relatively intact inter war period design. Furthermore, it sits within the Hoskins Park and Environs (Dulwich Hill) Heritage Conservation Area as it provides evidence of early twentieth century urban consolidation in Dulwich Hill.

The park surrounds are zoned as R2 low density residential and SP2 rail infrastructure. The former Waratah Mills site to the north-west is zoned as R4 high density residential.

#### SITE ACCESS



Hoskins Park is a destination for passive recreation and parents with children that use playground facilities. It is accessible by foot, bicycle and vehicle in the following ways:

- Vehicle access from Pigott Street (south) and Davis Street (north), which both have on-street parking.
- Pedestrian and cyclist access via three pedestrian pathways located within the park connecting Davis Street to Pigott Street (accessible)
- Stair access to the park located on Davis Street connecting to the playground (no handrails or tactiles)
- A major 3m wide path running from the south-eastern corner on Pigott Street in a north-westerly direction towards Davis Street. This provides a throughsite link to the Waratah Mills Light Rail Line (accessible).

## 04 KEY ISSUES

### Hoskins Park - Site Analysis



#### SERVICE AND INFRASTRUCTURE



A DBYD survey conducted in 2017 revealed the presence of underground services from several utilities in the vicinity of Hoskins Park and potential locations for stormwater diversions. Services significant within the park include:

- Ausgrid electricity conduit within the park.
- Sydney Water sewer main in the south-east corner of the park and parallel with Hawthorne Canal immediately west of the park.
- Ausgrid and Telstra conduits in the vicinity of a potential stormwater diversion point at the north-east corner of the park (Davis St)
- Conduits from numerous service providers (Jemena, Ausgrid, Sydney Water, Telstra) exist on Denison St between Dulwich St and Pigott St which are potential locations for stormwater diversions.

#### EXISTING NATURAL ENVIRONMENT



The original vegetation community in the parks would have been STIF which was cleared for agricultural and urban development after European settlement.

Hoskins Park is included in the Greenway Priority Biodiversity Area (Marrickville Council Biodiversity Strategy) and is identified as Supporting Habitats as part of the SSROC Biodiversity Corridors 2016. Vegetation at Hoskins Park consists of mown grass and mature trees. The majority of trees are located on the avenues adjacent to the surrounding streets with scattered trees in the lawn areas of the park. All established trees at Hoskins Park should be considered significant and be retained where possible. To the north-west, outside the site is a bushcare site that has been revegetated with STIF vegetation community species. The NSW BioNet Species Sightings dataset maintained by the Department of Planning, Industry and Environment has also indicated possible diggings of long-nosed bandicoot in the middle of the site. Grey Headed Flying Foxes have been sighted near the Hawthorne Canal, along with long-nosed bandicoot carcasses.

#### SITE OPPORTUNITIES



Key site opportunities include:

- Opportunity to enhance the existing pedestrian through site links which form part of the site heritage significance
- Opportunity to build on existing play space with potential for a stormwater treatment system that incorporates play as well as formalising and extending existing adventure tree play.
- Opportunity to re-open or repurpose the disused toilet block.
- Opportunity to improve accessibility and compliance (in particular to pathways and stairs)
- Opportunity to upgrade lighting, signage and introduce site interpretation
- Opportunity to improve waterway health in partnership with Sydney Water

The opportunities and site recommendations for are expanded upon in Section 05 of this report.

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### Hoskins Park - Site Inventory



#### SITE CHARACTER

Neighbourhood park used for active and passive recreation.

#### TREES

Mature trees to park perimeter and scattered throughout. Management options for *Camphor laurels* to be considered to allow for improved biodiversity outcomes.

#### PATHWAYS

Three pedestrian pathways within the park connect Davis Street to Pigott Street. Stair access to the park connects Davis Street to the playground. A major 3m wide path running from the south-eastern corner on Pigott Street in a north-westerly direction towards Davis Street.

#### PLANTING

A mix of exotic and native groundcover, shrubs and feature species exists. Native plants are particularly evident surrounding the playground and bushcare site interface.

#### FENCING AND GATES

East [Residential]

- Residential fences

West [Hawthorne Canal]

- Wire mesh fence to Hawthorne Canal and bushcare site

#### SIGNAGE

Existing signage in the park reflects the style of the former Marrickville Council. It indicates what activities are permitted and not permitted within the park.

#### CARPARKING

On-street parking available on Pigott Street and Davis Street.

#### LIGHTING

Lightpoles along pathways.

#### PARK FURNITURE

- Park benches
- Picnic tables
- Drinking fountain
- Playground
- Entry pergolas
- Bins
- Bubbler

#### AMENITIES AND BUILDINGS

- Toilet building (currently disused)

## 04 KEY ISSUES

### Hoskins Park - Site Photos



Rockery garden and staircase



Entry pergola (Davis Street)



Signage



Playground



Lightpole



Playground



Greenway signage



Mature tree planting on Piggot Street



Water bubbler



## Hoskins Park - Site Photos



Slide and play mound



Fence to slide and playground



Picnic table



Signage



Park bench seating



Bin



Playground bench seat



Park light pole



Entry Pergola (Piggot Street)



## 05 ENGAGEMENT OVERVIEW

### Community Engagement Outcomes - Part 1

Extensive community engagement was undertaken in November and December 2016 to ascertain community feedback on the current and future condition and use of Dulwich Hills Parks. The community engagement involved a series of interactive sessions, field surveys and an online survey on the 'Your Say Inner West' website. Listed below are what the community most wanted improved in the parks.

#### J.F. LAXTON RESERVE



Improve and diversify the children's play equipment.



Improve the shade and shelter facilities.



Improve the park furniture and picnic / BBQ.

#### ARLINGTON RECREATION RESERVE



Improve park seating.



Provide additional shade / tree planting.



Improve the toilet facility.



Review the existing and develop a new Operational Management Plan for the park (refer page 54)

#### JOHNSON PARK



Upgrade the children's playground, include diversity of ages including adult play.



Improve the picnic and BBQ facilities.



Retain and improve the open space opportunities.

#### HOSKINS PARK



Improve the children's playground with shade tree provided.



Upgrade picnic facilities and provide barbecue facilities within the park.



Provide WSUD with recreation functions within the park, while retaining the existing character.

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

## Item 2

### Community Engagement Outcomes - Part 1

Extensive community engagement was undertaken in November and December 2016 to ascertain community feedback on the current and future condition and use of Dulwich Hills Parks. Listed below are what common themes the community raised in relation to J.F. Laxton Reserve and Arlington Recreation Reserve.

	J.F. LAXTON RESERVE	ARLINGTON RECREATION RESERVE
CHARACTER	Retain existing	Retain existing
PATHWAYS	In good condition- retain	Some requests for path upgrades
TREES	Increase number of canopy shade trees	Increase number of canopy shade trees
VEHICLE ACCESS AND CAR PARKING	Not raised as a significant issue	Not raised as a significant issue
PEDESTRIAN LIGHTING	Improve lighting for night time use of park	Lack of street lighting and canopy trees obstructing lighting on Williams parade
SPORTS LIGHTING	Not present	Community satisfied with existing lighting
FENCING	Not raised as a significant issue	Request for existing walls along Constitution road to be retained
DOG OFF LEASH AREA	Strong number of requests to reinstate dog off leash area	Not present
SIGNAGE AND WAYFINDING	Requested by some respondents	Requested by some respondents
OPEN SPACE	Highly valued by community	-
FURNITURE	Additional seating and upgraded BBQ facilities requested	Upgrades to existing seating specifically bench seating adjacent to sporting ground.
BICYCLE FACILITIES	Some requests for bike racks to be installed	Some requests for improved bike facilities
ENTRIES AND EDGES	Not raised as a significant issue	Not raised as a significant issue
PLAY EQUIPMENT	Upgrade existing playground to include diversity of play experiences for a range of age groups	-
WSUD	Moderate number of requests for water improvements and WSUD initiatives to be included in design of the park	-
SITE BUILDINGS	-	<u>Toilets:</u> provide all abilities access
SPORTING GROUND	-	Requests for opening the sporting ground for general community use outside of organised sport and training

## Attachment 1

## 05 ENGAGEMENT OVERVIEW

### Community Engagement Outcomes - Part 1

Extensive community engagement was undertaken in November and December 2016 to ascertain community feedback on the current and future condition and use of Dulwich Hills Parks. Listed below are what common themes the community raised in relation to Johnson Park and Hoskins Park.

	JOHNSON PARK	HOSKINS PARK
CHARACTER	Retain existing. Wear and over-use to be improved	Community appreciate the unique heritage and local character of the park
PATHWAYS	Some requests for path upgrades	Pathway improvements and new pathway connections raised as medium-low priority items
TREES	Increase number of canopy shade trees	Increase number of canopy shade trees, particularly near picnic facilities and playground
VEHICLE ACCESS AND CAR PARKING	Not raised as a significant issue	Not raised as a significant issue
PEDESTRIAN LIGHTING	Improve lighting along laneway access	Raised by some as an improvement to the park however concerns raised over lighting increasing night use of park
FENCING	Some requests for fencing to allow unsupervised play of children or pets	Not raised as a significant issue
DOG OFF LEASH AREA	The dog off leash trial was raised as a contentious issue with widespread views on regarding the matter- refer community engagement report for different views	-
SIGNAGE AND WAYFINDING	Some requests for interpretive signage	Rated as a medium-low priority within park
OPEN SPACE	Well used and appreciated. Conflicts noted arising from the parks many uses	Requests for improvements to turf quality
FURNITURE	<u>Seating</u> : provide new and updated facilities <u>Drinking fountain</u> : Requests for relocation or redesign as it causes muddy conditions to adjacent surfaces	Overwhelming support for additional seating, BBQ facilities and shaded picnic tables
BICYCLE FACILITIES	-	Moderate number of requests for additional bicycle facilities
ENTRIES AND EDGES	-	Some requests for additional vegetation along northern boundary
PLAY EQUIPMENT	Upgrade existing facilities and provide diversity of play equipment	Upgrade existing facilities and provide diversity of play equipment. Provide additional shade

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

	JOHNSON PARK	HOSKINS PARK
WSUD	-	WSUD initiatives well received by the community
SITE BUILDINGS	<u>Toilets</u> : quality and cleanliness to be improved <u>Shade Shelter</u> : need a face-lift <u>BBQ facilities</u> : upgrade existing facilities and provide additional facilities	<u>Toilets</u> : strong support to refurbish and reopen existing toilet facility
BASKETBALL COURTS	Some requests for court upgrades	-
CRICKET NETS	Some requests for net upgrades	-
BUSHCARE	Some respondents noted the importance of revegetation as habitat for native wildlife	Some requests for the removal of weed species (Camphor laurel) and improvements to revegetation areas
EXERCISE EQUIPMENT	A few requests for an increase in number of exercise items	-



## 05 ENGAGEMENT OVERVIEW

### Community Engagement Outcomes - Part 2

Community engagement on the proposed draft Plan of Management and Master Plan was undertaken in November- December 2019 to ascertain the communities feedback on the draft document. Listed below are what common themes the community raised in relation to each of the parks.

#### J.F. LAXTON RESERVE

- Reinstating the trial off-leash dog area in Laxton Reserve is strongly opposed by the majority of community members that provided feedback.
- Improve lighting along pathway that runs adjacent to Arlington Oval

#### ARLINGTON RECREATION RESERVE

- Request for signage to encourage and remind users to be mindful of noise and language and to be respectful of neighbouring residents

#### JOHNSON PARK

- Strong support for the upgrade of the amenities building
- Request for separation of the children's playground and dog off leash area

#### HOSKINS PARK

- Request for shade sails to be installed over the playground

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

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Attachment 1

## 06 BASIS OF MANAGEMENT

### Design Principles

The following design principles outline the lens through which all park decisions should be made. The design principles outlined below align with the Master Plan Design Reports for each of the Dulwich Hill Parklands. They are common to each site and consider all factors influencing and impacting the parks. This ensures a consistent design approach and outcome.



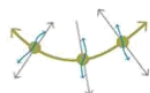
#### AN INTEGRATED AND COLLECTIVE APPROACH

Create holistic and integrated design solutions generated by collaboration with stakeholders, the community and government bodies.



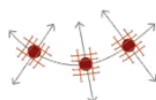
#### A WATER ELEMENT INTEGRATED WITHIN ITS CONTEXT

Understand the local catchment and landscape and respond in a respectful manner that seeks to enhance and contribute to the sites context.



#### AN ENVIRONMENTAL VISION

Create a sustainable and enduring design response which enhances ecological values of the site and connects with the wider green grid.



#### CROSS SCALE CONNECTIONS OF SPACES

Prioritise both local and regionally significant connections that respond to the broader issues, aims and initiatives of the local neighbourhood and the city.



#### PLACE SENSITIVE DESIGN

Celebrate and work with the character of the site, responding to unique histories, materiality, built fabric, cultural context, landform and ecologies.

## Design Objectives

The design objectives align with the design principles and are site specific responses which are used to inform, guide and assess the Master Plan and Plan of Management as they develop. The design objectives outlined below align with the Master Plan Design Reports for each of the Dulwich Hill Parklands.

- Work with stakeholders to achieve maximum enthusiasm for the project
- Hold regular stakeholder workshops to contribute to design options
- Acknowledge the cultural diversity & backgrounds of park users
- Engage the local community and foster a sense of custodianship of the park

- Create opportunities for ecological restoration and connect with existing ecological assets
- Minimise impervious surface areas on site and store and reuse rainwater where possible
- Introduce modern energy saving initiatives where practical and affordable.

- Enhance existing bush pocket planting and extend its footprint where feasible
- Utilise durable, sustainable and long lasting materials and timeless design
- Reuse materials on site wherever possible to minimise project footprint
- Explore environmental education opportunities
- Use endemic plant species to build on existing site planting

- Improve connections with surrounding public transport modes, including light rail
- Enhance connectivity, including better all abilities access

- Respect and respond to the local cultural context, in particular the diverse cultural backgrounds of the community
- Increase the legibility of the site and create spaces for the community to meet and interact
- Upgrade existing amenities



## 07

### CONDITION OF LAND AND STRUCTURE

	J.F LAXTON RESERVE	ARLINGTON RESERVE	JOHNSON PARK	HOSKINS PARK
PLAYGROUND	FAIR		POOR	FAIR
PATHWAYS	FAIR	GOOD	FAIR	FAIR
VEGETATION	FAIR	FAIR	FAIR	FAIR
PUBLIC TOILETS		POOR	FAIR	POOR
LIGHTING	FAIR	FAIR	FAIR	FAIR
FENCING	GOOD		FAIR	
PICNIC AREAS	GOOD		FAIR	FAIR
FURNITURE	GOOD	POOR/FAIR	FAIR	FAIR

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

Attachment 1

## 08 ACTION PLAN

### Introduction

The following section outlines the recommendations for the Dulwich Hill Parklands. The design principles and design objectives described in the previous chapter form the structure of these recommendations.

The objectives and outcomes are prioritised between high, medium and low. The table below outlines the management actions required to implement the recommendations.

The Action Plan should be read in conjunction with the Appendix 1- Master Plan Reports and Appendix 2- Cost Plan.

Definitions	
Objective	Overarching aim and goal consistent with Inner West Councils Community Strategic Plan and community engagement outcomes
Recommendation	Specific tasks and outcomes to be implemented or further investigated
Priority Rating	High- Short term (1-3 years) Medium- Medium term (4-6 years) Low- Long term (7-10 years)
Means of assessment	How the recommendation can be assessed for success

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

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Attachment 1

## 08 ACTION PLAN

### J.F. Laxton Reserve

(Refer to Master Plan)



> Objective: Acknowledge the cultural diversity & backgrounds of park users

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Introduce interpretation elements which acknowledge the sites history.	Low	Survey the level of the community understanding of, and satisfaction with, the installed interpretation elements

> Objective: Enhance connectivity, including better all abilities access

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Diversify children's playground equipment with integrated all abilities play equipment.	Medium	Survey community feedback on, and satisfaction with the additional playground equipment once installed
Ensure all pathways are accessible for people with disabilities.	Medium	Survey community feedback on the ability of people of all ages and physical ability to access the park
Introduce an additional connection to Arlington Recreation Reserve at the north-eastern corner of the park	Medium	Assess and survey community satisfaction and use of the additional connection

> Objective: Minimise impervious surface areas on site and store and reuse rainwater where possible

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Introduce a 'dry' rain garden which can double as an exploratory nature play area	Medium	Assess the effectiveness of raingarden in reducing stormwater run off Survey community satisfaction and useage of nature play area

> Objective: Enhance existing bush pocket planting and extend its footprint where feasible

> Objective: Use endemic plant species to build on existing site planting

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Introduce a planter bed with climbers for the shade structure at BBQ and picnic area	Medium	Survey community feedback on the climbers in providing amenity and shade to the BBQ and picnic area
Increase the number of canopy shade trees	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Provide additional planting with local native species a priority	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

Item 2

### J.F. Laxton Reserve

(Refer to Master Plan)



> Objective: Utilise durable, sustainable and long lasting materials and timeless design

> Objective: Upgrade existing amenities

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Resurface softfall within playground.	High	Survey community feedback on, and satisfaction with the new surfacing
Improve children's playground facilities.	Medium	Survey community feedback on, and satisfaction with playground facilities
Improve the BBQ shelter facility.	Medium	Survey community feedback on, and satisfaction with new facility
Improve park furniture.	Medium	Survey community feedback on, and satisfaction with improved furniture
Improve BBQ facilities.	Medium	Survey community feedback on, and satisfaction with improved BBQ facility
Provide additional seating opportunities within park	Medium	Survey community feedback on, and satisfaction with additional seating

> Objective: Increase the legibility of the site and create spaces for the community to meet and interact

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Update signage and wayfinding across the site	High	Survey community understanding of, and satisfaction with updated signage and wayfinding
Upgrade existing lighting to energy efficient lighting. Additional lighting will only be provided where there are dedicated pedestrian routes through the park	High	Survey achieved level of visibility of all areas of the park at night and energy savings.

Attachment 1

## 08 ACTION PLAN

### Arlington Recreation Reserve

(Refer to Master Plan)



- > Objective: Acknowledge the cultural diversity & backgrounds of park users
- > Objective: Work with stakeholders to achieve maximum enthusiasm for the project
- > Objective: Engage the local community and foster a sense of custodianship of the park

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
<p>In response to engagement outcomes associated with the preparation of the Draft Plan of Management:</p> <p>Subject to the adoption of a Plan of Management Council will undertake in Year 1 community engagement on the development of a new operational management plan for Arlington Recreation Reserve which focusses on :</p> <ul style="list-style-type: none"> <li>Active sporting and recreation use and access</li> <li>Passive recreational use of the sporting ground (when not used for formal sports)</li> <li>Residential and Neighbourhood Amenity</li> </ul> <p>In consultation with the community and key stakeholders, a new operational management plan will address issues such as noise (during sporting games), current and future car parking arrangements (on Constitution Road and Williams Parade), litter and waste management and operational hours of use including public holidays.</p> <p>A future operational management plan will be subject to formal Council consideration and adoption. Subject to adoption, sporting users of the oval will be subject to conditions of use as prescribed in the operational management plan.</p>	High	Survey community feedback and satisfaction with the new Operational Plan. Once finalised and adopted by Council the Operational Plan will be published on the Council website.
Diversify the uses of Arlington Recreation Reserve outside of organised sport to promote inclusiveness within the community	Medium	Survey community feedback and satisfaction with the diversification of Arlington Recreation Reserve
Upgrade noticeboard and consider relocating it to a more prominent location which will be viewed by a wider range of the community	Medium	Assess effectiveness of notice board relocation and survey community feedback and satisfaction with relocation

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### Arlington Recreation Reserve

(Refer to Master Plan)



> Objective: Create opportunities for ecological restoration and connect with existing ecological assets

> Objective: Use endemic plant species to build on existing site planting

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Provide additional understory planting to mature fig trees	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Provide additional shrub and understory planting	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Provide additional vegetation and one shade tree to the 'Secret Garden'	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting

> Objective: Increase the legibility of the site and create spaces for the community to meet and interact

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Upgrade and/or provide additional electronic signage which includes sporting ground booking information	Medium	Survey community feedback on, and satisfaction with electronic signage
Update signage and wayfinding across the site	High	Survey community understanding of, and satisfaction with updated signage and wayfinding
Upgrade existing lighting to energy efficient lighting. Additional lighting will only be provided where there are dedicated pedestrian routes through the park	Medium	Survey achieved level of visibility of all areas of the park at night and energy savings.

> Objective: Enhance connectivity, including better all abilities access

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Review parking arrangements on Williams Parade to minimise congestion during pick-up/drop-off times for sporting events and training. Consult with Inner West Council Traffic Engineers, community and sporting clubs.	High	Survey community feedback on, and satisfaction with the parking changes.
Provide accessible ramp access to both north and south sides of grandstand	High	Survey effectiveness of ramp in providing accessible access to grandstand
Provide accessible ramp access to toilet facilities	High	Survey effectiveness of ramp in providing accessible access to toilet facilities
Additional site entry from J.F. Laxton Reserve in the south-eastern corner of the site	Medium	Survey community feedback on, and satisfaction with and use of additional entry
Upgrade existing path where required	Medium	Survey community feedback on, and satisfaction with upgraded pathways

## 08 ACTION PLAN

### Arlington Recreation Reserve

(Refer to Master Plan)



- > Objective: Reuse materials on site wherever possible to minimise project footprint
- > Objective: Utilise durable, sustainable and long lasting materials and timeless design
- > Objective: Upgrade existing amenities

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Upgrade grandstand seating	High	Survey community feedback on, and satisfaction with upgraded seating
Upgrade terraced seating	High	Survey community feedback on, and satisfaction with upgraded seating
Upgrade grandstand access to provide equal access	High	Survey community feedback on, and satisfaction with upgraded grandstand
Upgrade toilet facilities and provide equal access into the facilities	High	Survey community feedback on, and satisfaction with upgraded toilet facilities
Upgrade and expand club storage facilities	Medium	Survey community feedback on, and satisfaction with upgraded storage facilities
Upgrade club changerooms	Medium-Low	Survey community feedback on upgraded changerooms
Upgrade informal pathway to the 'Secret Garden'	Low	Survey community feedback on upgraded pathway
Provide seating within the 'Secret Garden'	Low	Survey community feedback on additional seating

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

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Attachment 1



## 08 ACTION PLAN

### Johnson Park

(Refer to Master Plan)



- > Objective: Acknowledge the cultural diversity & backgrounds of park users
- > Objective: Hold regular stakeholder workshops to contribute to the design options
- > Objective: Engage the local community and foster a sense of custodianship of the park

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Introduce interpretation elements which acknowledge the sites history	Medium-Low	Survey the level of the community's understanding of, and satisfaction with the installed interpretation elements
Engage with bushcare group to gain their input regarding the bushcare site expansion, fence upgrade and pathway	Medium	Survey community and bushcare group feedback with site expansion and upgrades
Retain and improve open space opportunities within the park	Medium	Survey community feedback on, and satisfaction with open space opportunities
Engage with local community and park user groups to resolve conflicts arising regarding park usage	Medium	Assess effectiveness of engagement in resolving user group conflicts within the park

- > Objective: Create opportunities for ecological restoration and connect with existing ecological assets
- > Objective: Minimise impervious surface areas on site and store and reuse rainwater where possible
- > Objective: Enhance existing bush pocket planting and extend its footprint where feasible
- > Objective: Use endemic plant species to build on existing site planting

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Introduce wetland/bioretenention system	Medium	Undertake an audit to assess wetland/bioretenention effectiveness
Provide additional local native species to existing areas, in particular treatments that provide habitat for native wildlife	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Extend existing bushcare site area as per Master Plan	Medium	Ensure planting is established and obtain feedback from the bushcare group
Protect and enhance existing bushcare site within the park	Medium-High	Assess the effectiveness of protection measures and obtain feedback from the bushcare group
Provide additional tree planting for shade within park	Medium-High	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting

## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### Johnson Park

(Refer to Master Plan)



- > Objective: Utilise durable, sustainable and long lasting materials and timeless design
- > Objective: Increase the legibility of the site and create spaces for the community to meet and interact
- > Objective: Upgrade existing amenities

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Relocate bins closer to Constitution Road (near the boom gate entry) so that they are more easily accessed by maintenance	High	Survey effectiveness of bin relocation in providing improved accessibility for maintenance staff
Replace cricket fence and nets	Medium	Survey community feedback on, and satisfaction with replacement cricket fence and nets
Convert basketball court to multipurpose court (including fencing)	High	Survey community feedback on, and satisfaction with conversion of court into multipurpose facility
Upgrade children's playground to an inclusive playground with particular focus on catering for a diverse range of ages and abilities.	High	Survey community feedback on, and satisfaction with upgraded playground facilities
Upgrade existing BBQ and picnic bench/table facility	Medium	Survey community feedback on, and satisfaction with upgraded facilities
Provide additional BBQ facilities within park	Medium	Survey community feedback on, and satisfaction with additional facilities
Provide additional seating as per Master Plan	Medium	Survey community feedback on, and satisfaction with additional seating
Upgrade kickabout area	Medium	Survey community feedback on, and satisfaction with kickabout area.
Repurpose rocket structure into useable play element within the children's playground	High	Survey community feedback on, and satisfaction with re-purposed rocket structure
Provide low height permanent fence to bushcare site boundary with gated entry	Medium-Long	Survey community and bushcare group feedback on addition of permanent fence to bushcare site
Provide informal pathway (decomposed granite) within bushcare site to allow users to experience and learn within site without disruption to the site	Medium	Survey community and bushcare group feedback on informal pathway
Update signage and wayfinding across the site	High	Survey the level of community understanding of, and satisfaction with the installed interpretation elements
Provide new bicycle racks	Medium	Survey level of use of new bicycle racks
Relocate exercise station as per Masterplan	Medium	Survey community feedback on, and satisfaction with relocation of exercise station

## 08 ACTION PLAN

### Johnson Park

(Refer to Master Plan)



- > Objective: Utilise durable, sustainable and long lasting materials and timeless design
- > Objective: Increase the legibility of the site and create spaces for the community to meet and interact
- > Objective: Upgrade existing amenities

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Upgrade existing lighting to energy efficient lighting. Additional lighting will only be provided where there are dedicated pedestrian routes through the park	High	Survey achieved level of visibility of all areas of the park at night and energy savings.
Allow dog off leash within open lawn on certain days at during certain hours	Medium	Survey community feedback on trial dog-off leash during specified hours
Upgrade existing pathways where required	High	Survey community feedback on, and satisfaction with upgraded pathways
Upgrade existing toilet facility with particular focus on cleanliness and quality of facility	Medium-High	Survey community feedback on, and satisfaction with upgrades to toilet facility
Upgrade existing shade shelters within park	Medium	Survey community feedback on, and satisfaction with upgrades to existing shade shelters

- > Objective: Enhance connectivity, including better all abilities access

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Relocate/redesign existing bubbler to ensure it is accessible and not creating muddy conditions to surroundings	High	Survey effectiveness of relocation/redesign in providing equal access to bubbler
Replace existing boomgate with a half boomgate to allow all abilities access to the park	High	Survey effectiveness of new boomgate in providing improved accessibility to the park
Provide a sharedway link to Greenway extension (north-east corner of site)	Long	Survey community feedback on, and satisfaction with sharedway link to Greenway





Item 2

Attachment 1

## 08 ACTION PLAN

### Hoskins Park

(Refer to Master Plan)



> Objective: Acknowledge the cultural diversity & backgrounds of park users

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Introduce interpretation elements which acknowledge the sites history.	Low	Survey the level of the community's understanding of, and satisfaction with the installed interpretation elements

> Objective: Create opportunities for ecological restoration and connect with existing ecological assets

> Objective: Minimise impervious surface areas on site and store and reuse rainwater where possible

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Subject to partnership funding with Sydney Water introduce a stormwater system within park (500m <sup>2</sup> x 10m wide) walled to both sides to maximise treatment area	Medium	Survey community feedback on stormwater system. Survey effectiveness of stormwater system in reducing run off and impervious surfaces across site.
Provide boardwalk across proposed stormwater system to allow park users to interact with the ecological asset	Medium-Low	Survey community feedback on, and satisfaction with boardwalk
Introduce a frog habitat pond in the south-west corner of the site as per the Master Plan to allow frogs access to Hawthorne Canal	Medium-Low	Survey the effectiveness and usage of frog habitat and access for frogs into Hawthorne Canal
Install habitat features such as woody debris suitable for native bees and designed 'bat flaps' habitat for microbats in suitable areas within the park	Medium-Low	Survey the effectiveness and usage of habitat features
Installing new hollows for birds, possums and other similar species	Medium-Low	Survey the effectiveness and usage of hollows

> Objective: Improve connections with surrounding public transport modes, including light rail

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Upgrade existing pathways and kerbs where required	Medium-High	Survey community feedback on, and satisfaction with upgraded pathways



## PLAN OF MANAGEMENT

## DULWICH HILL PARKLANDS

### Hoskins Park

(Refer to Master Plan)



> Objective: Enhance connectivity, including better all abilities access

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Provide all abilities access path to children's playground	High	Survey community feedback on, and satisfaction with upgraded playground facility
Provide pathway along Piggot Street edge of site (western edge) connecting to proposed children's playground path	High-Medium	Survey community feedback on, and satisfaction with additional pathway connection

> Objective: Enhance existing bush pocket planting and extend its footprint where feasible

> Objective: Use endemic plant species to build on existing site planting

> Objective: Reuse materials on site wherever possible to minimise project footprint

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Incorporate existing bushcare vegetation community (STIF) into the planting palette across the site- in particular along the western boundary adjacent to Hawthorne Canal	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Protect and enhance existing bushcare sites within the park	Medium	Assess the effectiveness of protection measures and obtain feedback from the bushcare group
Providing additional understorey plantings to existing trees in the eastern boundary of the site. In particular native species that provide habitat for small birds, butterflies, and other similar grassland species.	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Consider staged removal or thinning of the <i>Camphor laurel</i> trees. Replace trees with STIF vegetation community.	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Provide additional canopy tree planting, in particular to playground and picnic facilities	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting
Provide additional native planting at northern edge of site	Medium	Ensure planting is established and undertake an audit to assess the effectiveness of the additional planting

## 08 ACTION PLAN

### Hoskins Park

(Refer to Master Plan)



> Objective: Increase the legibility of the site and create spaces for the community to meet and interact

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Upgrade existing lighting to energy efficient lighting. Additional lighting will only be provided where there are dedicated pedestrian routes through the park	High	Survey achieved level of visibility of all areas of the park at night and energy savings.
Update signage and wayfinding across the site	High	Survey the community understanding of, and satisfaction with the installed interpretation elements

> Objective: Upgrade existing amenities

Recommendation / Means to Achieve Objective	Priority	Assessment of Performance
Upgrade children's playground facilities to include integrated all abilities equipment	High-Medium	Survey community feedback on, and satisfaction with the playground upgrade
Provide additional slide and/or climbing rope to existing slide slope area	Medium	Survey community feedback on, and satisfaction with the changes to slide slope
Upgrade picnic and BBQ facilities and provide additional picnic and BBQ facilities	High-Medium	Survey community feedback on, and satisfaction with upgraded picnic and BBQ facilities
Upgrade and re-open existing toilet amenity or propose small cafe facility with toilet facility	Medium-Low	Survey community feedback on, and satisfaction with upgraded toilet facility
Upgrade existing sandstone kerbs, walls and stairs where necessary to ensure compliance with Australian Standards	High	Assess if upgrades meet Australian Standards
Upgrade turf area- this area will be passively irrigated with gravity fed stormwater run off	Medium	Survey community feedback on, and satisfaction with upgraded turf





## 07 IMPLEMENTATION AND REVIEW

### Implementation of Plan of Management

The majority of funding for general maintenance and improvement works of the Dulwich Hill Parklands comes from rates revenue, and occasionally grants are obtained for specific projects.

Funds may also be obtained through Section 94 Contributions, which are generated from developments within the municipality.

Attached in the Appendix of this report is an opinion of probable cost for the park improvements. This costing is based on the Draft Master Plans and Draft Plan of Management and is intended to be used as a guide only.

### Review and monitoring of the Plan of Management

It is imperative the Dulwich Hill Parklands Plan of Management remains relevant. Frequent reviews of the plan are proposed to ensure the plan continues to accurately reflect community needs. Frequent reviews also allow planning to ensure resources are available to meet the parks design principles and objectives.

It is recommended reviews occur at the following frequency:

- Annually- review the action plan items and modify accordingly
- After 5 years- Minor review of document
- 10 years- Major review and re-write of document

Potential changes to the plan may occur due to the following:

- New legislation.
- Changes in community values.
- Changes to project priorities.

Additionally, an annual progress review of all works within the park should be undertaken in order to assess and review against the action plan.

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

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Attachment 1





Item 2

Attachment 1



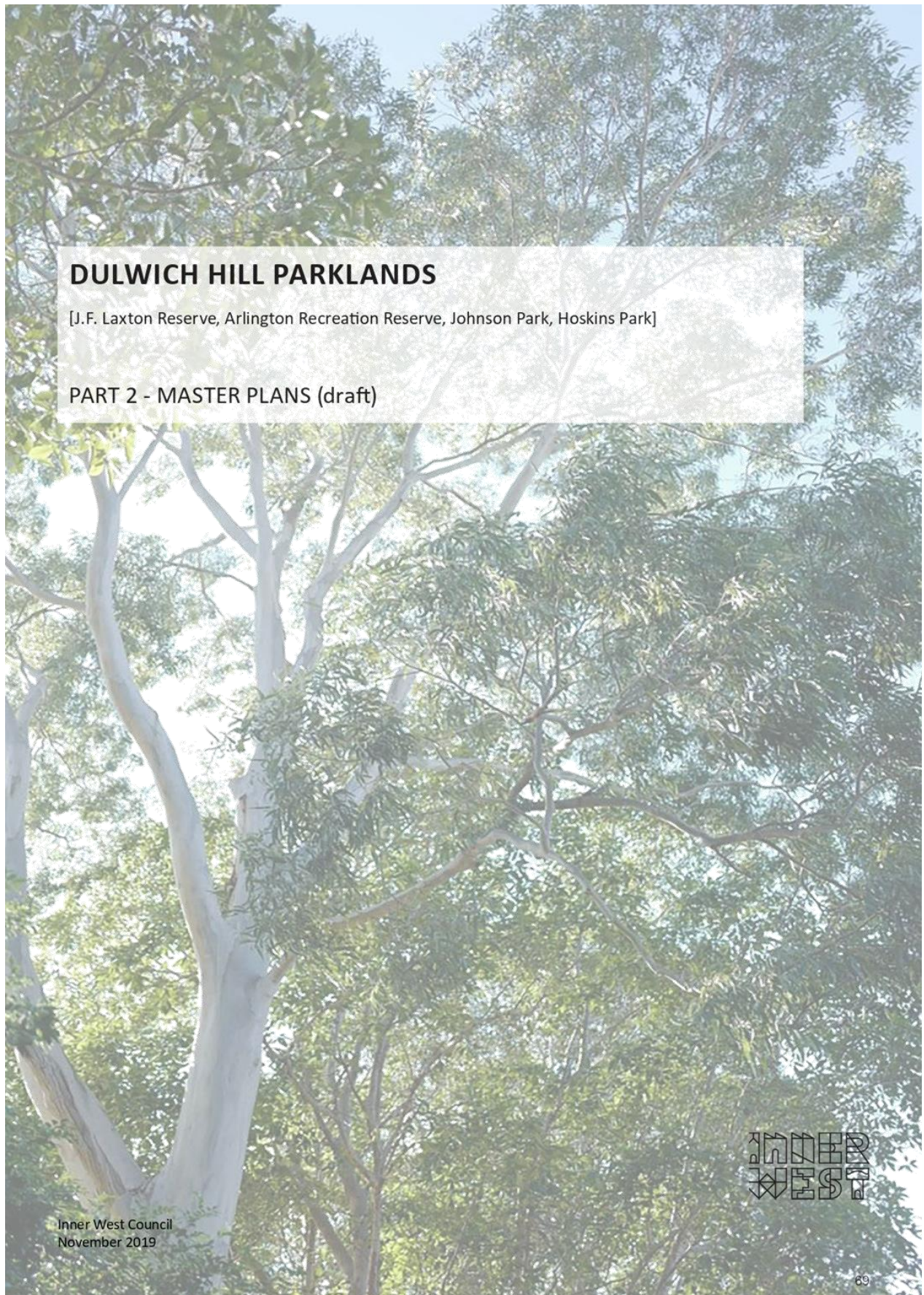


Item 2

Attachment 1

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## DULWICH HILL PARKLANDS

[J.F. Laxton Reserve, Arlington Recreation Reserve, Johnson Park, Hoskins Park]

PART 2 - MASTER PLANS (draft)

Inner West Council  
November 2019

INNER  
WEST

69

Item 2

Attachment 1



## Master Plan - J.F Laxton Reserve & Arlington Reserve



1. Nature play



3. Stepping stones



2. Climbers on existing shade structure





## Program

1. Upgrade seating
2. Increase club storage
3. Upgrade toilet facilities & change rooms
4. Secret Garden / 'Garden of Eden'
5. Informal track to garden (e.g. s/s steps)
6. New trees
7. Climbers on wall
8. Native garden
9. Native grasses
10. Replace stairs with ramp
11. Dense vegetation
12. New path
13. Remove wall / keep hand railing
14. Nature play
15. Shade structures over existing playground
16. Remove concrete path & add grass
17. Climbers on existing structure
18. Raingarden
19. Stepping stones
20. Overflow
21. Reduce signage clutter
22. Access pathways — — —



2. Native climbers on wall



1. The Garden of Eden (existing situation)



3. Australian native grasses / garden

## Master Plan - Johnson Park



1. Grass terraced seating with trees



2. Circuit track around playground





## Program

1. Terraced seating + integrated play elements
2. Circuit track around playground
3. Playground (1-5year old kids)
4. Playground (6-10 year old kids)
5. Picnic shelter with seating
6. New park entrance (path & gate)
7. Bicycle racks & bubbler
8. Upgraded multi-use court
9. Cricket nets
10. Kick about area + dog off leash at certain times of day
11. Seating under trees + understorey planting
12. Quiet natural gathering space
13. Informal path through bush care site
14. Bush care site
15. Level change between path & playground + dense barrier vegetation
16. New Greenway path
17. Exercise station (consider potential to relocate rocket elsewhere in park)
18. New trees
19. Upgrade building (BBQ / lookout / seating / toilets)
20. Seating edge
21. Relocated rocket structure
22. Wetland/Bioretenction System
23. Native Grasses



3. Playground (natural atmosphere; shade, mulch softfall, nature play elements)



4. Elevated playground / grade seperation shared path & playground

## Master Plan - Hoskins Park







1. Stormwater treatment system



2. Upgraded playground



3. Flowering border planting



4. Picnic & BBQ shelters beneath shade trees

INNER WEST COUNCIL

# 08

## APPENDICES

### APPENDIX 1- MASTER PLAN REPORTS

Item 2

Attachment 1

PLAN OF MANAGEMENT

DULWICH HILL PARKLANDS

Item 2

Attachment 1

**Item No:** C0321(2) Item 3

**Subject:** BALMAIN LEAGUES VOLUNTARY PLANNING AGREEMENT  
ENGAGEMENT OUTCOMES REPORT

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

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

## RECOMMENDATION

**THAT Council enter into the Voluntary Planning Agreement for Balmain Leagues Site 138-152 Victoria Road, Rozelle, as provided in Attachment 1 to this report.**

### Background

On 9 September 2020, Council staff issued formal correspondence to the Sydney Eastern City Planning Panel (SECPP) requesting the panel defer consideration of the Balmain Leagues Club DA pending more detailed traffic studies as resolved at the Council meeting on 8 September 2020.

The SECPP considered the DA on the 10 September 2020 and issued a deferred commencement consent subject to conditions. The deferred commencement conditions addressed numerous items including the status of the existing voluntary planning agreement (VPA) dated 26 June 2008 and the draft VPA dated 31 March 2020 currently being considered by Council.

The following has been approved:

*"Development Application - Mixed use development on the abovementioned properties generally known as the "Balmain Leagues Club" site, comprising: Demolition of existing buildings; bulk excavation and remediation of the site; 2 basement levels comprising a total of 275 spaces with Basement 1 accessible via Victoria Road and Basement 2 accessible via Waterloo Street; 3 public laneway connections to Victoria Road, Waterloo Street and Darling Street; public town square towards centre of development; three buildings along Victoria Road between 11-12 storeys in height with residential accommodation to the upper levels and retail, commercial, food & beverage, a supermarket and Balmain Leagues Club to the lower levels; reinstate existing facade to 697 Darling Street with specialty retail behind; and two-3 storey built forms on Waterloo Street accommodating additional food & beverage and retail, live/work spaces and affordable housing. Residential accommodation for 173 units."*

At its meeting of the 27<sup>th</sup> October 2020, Council resolved:

*THAT the proposed Voluntary Planning Agreement for Balmain Leagues Site 138-152 Victoria Road, Rozelle be placed on public exhibition for a minimum of 28 days and be reported back to Council after public exhibition.*



### The Voluntary Agreement

The below table summarises the amended/current VPA offer and compares this to the 2008 VPA. It also categorised the VPA items into public benefit, momentary contributions and local infrastructure items:

VPA Item	2008 VPA	Current Offer	Comment
<b>Public Benefit Items</b>			
25 Year lease of 200sq.m Level 1 Commercial Space	Not Provided	\$3,725,000	The space will be leased to Council for \$1/year for 25 years and will have an area of 200 sqm GFA with a minimum floor to ceiling height of 2.7m. The Lease is to be a Gross lease - the Developer will also make contribution of a maximum of \$100,000 for fit out of this space.
Town Square	Not Provided	\$1,536,000	The space to be made available for Council to hold events in the Town Square (at Council discretion)
Public Parking	Not Provided	\$750,000	The space will be leased to Council for \$1/year for 25 years for the 130 publicly accessible car parking. The Lease is to be a Gross lease inclusive of outgoings but excluding utilities charges.
<b>Sub Total of Public Benefit Contributions</b>	<b>Nil</b>	<b>\$6,011,000</b>	
<b>Monetary Contributions</b>			
Monetary contribution for community grants	\$600,000	\$300,000	Cash Contribution of \$300,000 to Council
Monetary contribution for affordable housing fund	Not Provided	\$1,000,000	Cash Contribution of \$1,000,000 to Council
Monetary Contribution in Lieu of S94 payments	\$4,420,000	\$4,000,000	The developer will provide a monetary contribution of \$4,000,000 in lieu of any s94 Contribution to Council - these funds will be spent in the local area – The potential s94 payments for the development would have been around \$3.4-3.8 million
Income from Public Parking	Not Provided	\$2,544,675	The space will be leased to Council for \$1/year for 25 years for the 130 publicly accessible car parking – Council would receive all the income – this isn't including a parking fee Council might receive during the lease term
<b>Sub Total of Monetary Contributions</b>	<b>\$5,020,000</b>	<b>\$7,844,675</b>	
<b>Local Infrastructure Items</b>			
Footpaths to Victoria St and Waterloo St	\$300,000	\$450,000	Dedication for additional footpath widening to Victoria Road & Waterloo Street frontages (in stratum)
Pedestrian Link from Darling Street - Heritage	\$410,000	\$410,000	Construction of a pedestrian link (ie the proposed retail arcade) from

Lane			the proposed development to the Darling Street shop frontage as shown on the DDCP
Darling Lane	Not Provided	\$470,000	The space would be made available to Council via a right of way easement, in order to provide access for Darling Street properties and to pedestrianise the through site link.
Tigers Lane	Not Provided	\$510,000	The space to be made available for Council to hold events in the Town Square. This would provide the general public access and enjoyment, as well as for council to hold community events and for community groups to utilise.
Bicycle Parking for shoppers, employees and residents – also Community car share scheme with a minimum of 2 car share spaces - Provide a designated area, in an easily accessible place within the development, for taxis to pick up and drop off.	\$580,000	\$580,000	Provide associated items
Construction of a pedestrian bridge across Victoria Road as shown in the Draft Development Control Plan (DDCP)	\$3,280,000	Not Provided	This bridge will not be approved and therefore cannot be provided in the current VPA
<b>Sub Total Local Infrastructure Items</b>	<b>\$4,570,000</b>	<b>\$2,420,000</b>	
<b>TOTAL VPA CONTRIBUTIONS</b>	<b>\$9,590,000</b>	<b>\$16,275,675</b>	

### Engagement Methods

The Voluntary Planning Agreement was publicly exhibited for 28 days from 1<sup>st</sup> February 2021 to 28<sup>th</sup> February 2021. This public exhibition was undertaken by Council in accordance with Council resolution.

The engagement was undertaken online via Your Say Inner West and promoted through Council's website and social media

A total of 7 submissions were received on Council's YSIW. Out of the total submissions regarding the voluntary planning agreement, 3 were not in support, 4 submissions were in support of the Voluntary Planning Agreement.

## Engagement outcomes

### Individual Survey Responses

A total of 7 survey responses were received and a total of 3 submissions opposed to the VPA.

The following section summarises the individual survey responses received.

#### 1. The VPA shouldn't affected the planning approval

*"I am commenting on Council's use of VPAs which just act to subvert the planning laws. A development proposal either has planning merit, or it does not. If it does not then that must be because it is not in the interests of rate payers. Council should come up with other ways to generate income than trading away the interests of rate payers"*

The VPA process was totally separate from the Planning process and it did not affect any approval of the development

#### 2. The Town Square is not supported

Council sees the Town Square as a key piece of land which it can use for community events in the future which will promote the area and is consistent with Council's adopted DCP.

#### 3. The site will be acquired for a dive site as this will make the VPA not valid

The VPA will be valid until the site is redeveloped.

## ATTACHMENTS

1. [↓](#) Balmain Leagues VPA



## Planning Agreement

Inner West Council

(ABN 19 488 017 987)

and

Heworth Grand Development Pty Ltd

(ABN 66 620 430 891)

and

Grand Rozelle Pty Ltd

(ACN 619 872 749)



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**ANNEXURES**

**THIS PLANNING AGREEMENT** is made on the                      day of                      2021

**BETWEEN:**

- (1) **Inner West Council** ABN 19 488 017 987 of Leichhardt Service Centre, 7-15 Wetherill Street, LEICHHARDT NSW 2000 (Council);
- (2) **Heworth Grand Development Pty Ltd** ABN 66 620 430 891 of Level 21, The Zenith Tower A, 821 Pacific Highway, Chatswood NSW 2067 (the **Developer**); and
- (3) **Grand Rozelle Pty Ltd** ACN 619 872 749 of Suite 01 Level 21, The Zenith Tower A, 821 Pacific Highway, Chatswood NSW 2067 (the **Owner**).

**BACKGROUND**

- (A) The Developer intends to undertake Development on the Land on behalf of the Owner.
- (B) The Owner has authorised the Developer to undertake the Development on the Land.
- (C) The Owner and the Developer have offered to enter into this Document with Council to provide the Public Benefits on the terms of this Document.

**THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this document.

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

**Adverse Affectation** has the same meaning as in Part 3 of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*.

**Attributed Value** means the value Council and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this Document, as set out in clause 1 of Schedule 3 of this Document.

**Authorisation** means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.



**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

**Completion** means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose.

**Completion Notice** means a notice issued by the Developer in accordance with clause 7.1.

**Confidential Information** means:

- (a) information of a party (**disclosing party**) that is:
  - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
  - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

**Construction Certificate** has the same meaning as in the Act.

**Contamination** has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Council's Personal Information** means Personal Information to which the Owner, the Developer, or any third party engaged by the Developer, has access directly or indirectly in connection with this document, including the Personal

Information of any personnel, customer or supplier of Council (other than the Developer).

**Council's Policies** means all policies and procedures relevant to the provision of the Public Benefits, as notified by Council in writing to the Developer.

**Council's Representative** means the person named in Item 3 of Schedule 1 or his/her delegate.

**Dealing** means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

**Defect** means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this Document.

**Defects Liability Period** means in relation to the Public Benefits, the period of 12 months from the date on which the Developer's Works reach Completion.

**Developer's Representative** means the person named in Item 4 of Schedule 1 or his/her delegate.

**Developer's Works** means those parts of the Public Benefit described as "Developer's Works" in clause 1 of Schedule 3, to be delivered by the Developer in accordance with this Document.

**Development** means the development of the Land by the Developer described at Item 2 of Schedule 1.

**Development Application** means the development application identified in Item 6 of Schedule 1 and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority before the determination of that Development Application.

**Development Consent** means the consent granted to the Development Application for the Development and includes all modifications made under section 4.55 of the Act.

**Dispute** means any dispute or difference between the parties arising out of, relating to or in connection with this Document, including any dispute or difference as to the formation, validity, existence or termination of this document.

**Document** means this planning agreement

**Environmental Laws** means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the *Work Health and Safety Act 2011 (NSW)*;
- (b) the *Protection of the Environment Operations Act 1997 (NSW)*; and

- (c) the *Contaminated Land Management Act 1997 (NSW)*.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Gross Floor Area** has the meaning given to that term in the *Leichhardt Local Environment Plan 2013* in effect at the date of this Document.

**GST** means the same as in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Guarantee** means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
  - (i) BBB + (Standard & Poors and Fitch);
  - (ii) Baa 1 (Moody's); or
  - (iii) Bbb (Bests);
- (d) be issued on behalf of the Developer;
- (e) have no expiry or end date;
- (f) state the beneficiary as Council;
- (g) be irrevocable;
- (h) state the Guarantee Amount as the minimum amount required by this Document to be lodged as security;
- (i) state the purpose of the security as required in accordance with this Document; and
- (j) be on such other terms approved by Council.

**Guarantee Amount(s)** means a Guarantee or Guarantees for the total amount listed in Item 7 of Schedule 1 of this Document.

**Guarantee Amount(s) Due Date** means the date or milestone by which the Developer must provide the Guarantee Amount to Council, set out at Item 8 of Schedule 1.

**Index Number** means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

**Insolvency Event** means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
  - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
  - (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

**Land** means the land described in Item 1 of Schedule 1 of this Document.

**Laws** means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.



**Monetary Contribution** means that part of the Public Benefits described as "Monetary Contribution" in clause 1 of Schedule 3 to be paid by the Owner to Council in accordance with this Document.

**Occupation Certificate** has the same meaning as in the Act.

**Owners Representative** means the person named in Item 4A of Schedule 1 or his/her delegate.

**Personal Information** has the meaning set out in the *Privacy Act 1988* (Cth).

**Personnel** means the Developer's officers, employees, agents, contractors or subcontractors.

**Previous Planning Agreement** means the voluntary planning agreement dated 26 June 2008 and made between Leichhardt Council and Balmain Leagues Club Limited (ACN 000 190 161) in respect of the Land.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.

**Public Benefits** means the provision of benefits to the community by the Developer and / or Owner in the form and at the times specified in Schedule 3.

**Quantity Surveyor** means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs.

**Quantity Surveyor's Assessment** means the assessment by the Quantity Surveyor of the cost to deliver the Developer's Works.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW).

**Subdivision of Land** has the same meaning as in the Act.

**Tax** means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

## 1.2 Rules for interpreting this Document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a document (including this Document) or agreement, or a provision of a document (including this Document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Document or to any other Document or agreement includes a permitted substitute or a permitted assign of that party;
- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **including** means "including, without limitation".
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) A reference to **this Document** includes the agreement recorded by this Document.
- (i) Words defined in the GST Act have the same meaning in clauses about GST.
- (j) This Document is not to be interpreted against the interests of a party merely because that party proposed this Document or some provision in it or because that party relies on a provision of this Document to protect itself.

## 2. APPLICATION OF THE ACT AND THE REGULATION

### 2.1 Application of this Document

This Document is a planning agreement within the meaning of section 7.4 of the Act and applies to:

- (a) the Land; and
- (b) the Development.

### 2.2 Public Benefits to be made by Developer

Clause 6 and Schedule 3 set out the details of the:

- (a) Public Benefits to be delivered by the Developer;
- (b) time or times by which the Developer must deliver the Public Benefits; and
- (c) manner in which the Developer must deliver the Public Benefits.

## 2.3 **Public Benefits to be made by Owner**

Clause 6 and Schedule 3 set out the details of the:

- (a) Public Benefits to be delivered by the Owner;
- (b) time or times by which the Owner must deliver the Public Benefits; and
- (c) manner in which the Owner must deliver the Public Benefits.

## 2.4 **Application of sections 7.11, 7.12 and 7.24 of the Act**

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent set out in Items 5 and 6 of Schedule 2 to this Document.

## 2.5 **Council rights**

This Document does not impose an obligation on Council to

- (a) grant Development Consent for the Development; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

## 2.6 **Explanatory note**

The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this Document.

## 3. **OPERATION OF THIS PLANNING AGREEMENT**

### 3.1 **Commencement**

This Document will commence on the date of execution of this Document by all parties to this Document.

## 4. **TERMINATION AND REVOCATION OF PREVIOUS PLANNING AGREEMENT**

### 4.1 **Termination of Previous Planning Agreement**

On the date that this Document commences, the Previous Planning Agreement will be terminated so that it no longer has any effect and is revoked in accordance with clause 25C(3) of the Regulation.

## 4.2 Release of the Previous Planning Agreement

The Owner and Council must promptly do all things reasonably required including signing and lodging documents with Land Registry Services to remove the Previous Planning Agreement from the certificate of title to the Land once this Document has commenced.

## 5. WARRANTIES

### 5.1 Mutual warranties

Each party represents and warrants that:

- (a) **(power)** it has full legal capacity and power to enter into this Document and to carry out the transactions that it contemplates;
- (b) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this Document and to carry out the transactions contemplated;
- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
  - (i) enable it to properly execute this Document and to carry out the transactions that it contemplates;
  - (ii) ensure that this Document is legal, valid, binding and admissible in evidence; or
  - (iii) enable it to properly carry on its business as it is now being conducted, and it is complying with any conditions to which any of these Authorisations is subject;
- (d) **(documents effective)** this Document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) **(no controller)** no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

### 5.2 Developer warranties

- (a) The Developer warrants to Council that, at the date of this Document:
  - (i) it is legally entitled to obtain all consents and approvals that are required by this Document and do all things necessary to give effect to this Document;



- (ii) all work performed by the Developer and the Personnel under this Document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and
    - (iii) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this Document.
  - (b) The Developer warrants to Council that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this Document.
- 5.3 Owner's warranty**
- (a) The Owner warrants to Council that, at the date of this Document:
    - (i) it is the registered proprietor of the Land.
- 6. PUBLIC BENEFITS**
- 6.1 Developer to provide Public Benefits**
- The Developer must, at its cost, provide the Public Benefits to Council in accordance with this Document.
- 6.2 Owner to provide Public Benefits**
- The Owner must, at its cost and risk, provide the Public Benefits to Council in accordance with this Document.
- 7. COMPLETION**
- 7.1 Date of Completion**
- The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in clause 1 of Schedule 3 of this Document.
- 7.2 Developer completion notice**
- When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify Council's Representative in writing and must include in that notice:
- (a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;
  - (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for Council to assume responsibility for the Developer's Works; and

- (c) at least three sets of the "as built" drawings of the Developer's Works, including one set in electronic format,

**(Completion Notice).** For the avoidance of doubt, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

## 7.3 Inspection by Council

- (a) Council's Representative must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by Council. Council's Representative may refuse to complete the inspection until the Completion Notice has been issued with all required Documentation attached in accordance with clause 7.2. Within 10 Business Days of the date of the inspection by Council's Representative, Council must by written notice to the Developer:
  - (i) state that Completion has been achieved;
  - (ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the opinion of Council's Representative, prevent Completion; or
  - (iii) issue a notice under clause 7.4(a).
- (b) Nothing in this clause 7.3, or any notice issued under this clause 7.3, will:
  - (i) reduce or waive in any manner the Developer's responsibility to:
    - (A) deliver the Developer's Works in accordance with this Document; or
    - (B) the Developer's responsibility to correct Defects, errors or omissions, whether or not these are identified by Council; or
  - (ii) create any liability for Council in relation to any defective aspect of the Developer's Works.

## 7.4 Non-completion of Public Benefits

- (a) If the Developer makes a request by notice in writing not to complete the Public Benefits, or to delay completion or delivery of the Public Benefits (or any part of the Public Benefits):
  - (i) Council may permit the Developer not to complete or to delay delivery of the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this Document, or is required by such further later date as is specified in the notice; and

- (ii) In the case of non-completion, Council may make a claim on the Guarantee in such amount as Council considers necessary to complete the portion of Public Benefit not being delivered by the Developer.
- (b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this Document (as modified by any agreement made pursuant to this Document) then Council may either:
  - (i) complete the Public Benefits itself; or
  - (ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this Document,

and may recover all costs of and reasonably incidental to that work from the Developer. Council can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 11 will apply. To the extent that Council's costs exceed the amount of the Guarantee, Council can recover this amount from the Developer as a debt due and owing to Council.
- (c) If Council exercises its rights under this clause 7.4 to complete the Public Benefits, the Developer grants Council a licence for the period reasonably necessary for Council to access the Land to carry out, or procure the carrying out, of the Public Benefits.

## 8. INDEMNITY

The Developer and the Owner indemnify Council against all damage, expense, loss or liability of any nature suffered or incurred by Council arising from any act or omission by the Developer (or any Personnel) and / or the Owner in connection with the performance of the Developer's and Owner's obligations under this Document, except where the damage, expense, loss or liability suffered or incurred is caused by, or contributed to by, any wilful or negligent act or omission of Council (or any person engaged by Council).

## 9. DEFECTS LIABILITY

### 9.1 Security for Defects Liability Period

Until the expiry of the relevant Defects Liability Period, Council may retain from the Guarantee an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 9. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause.

### 9.2 Defect in the Public Benefits

- (a) If:
  - (i) the Developer is in breach of clause 5.2 of this Document; or

- (ii) Council notifies the Developer of a Defect in the Public Benefits within the Defects Liability Period,

then, following written notice from Council, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Public Benefits.

- (b) If the Developer is unable or unwilling to comply with clause 9.2(a), or fails to rectify the Defect within three months of receiving notice from Council under clause 9.2(a), Council may:
  - (i) rectify the Defect itself;
  - (ii) make a claim on the Guarantee in accordance with clause 11 for the reasonable costs of Council in rectifying the Defect; and
  - (iii) to the extent the costs incurred to rectify the Defect exceeds the Guarantee, recover the reasonable costs from the Developer as a debt due and owing to Council.
- (c) If Council requires access to the Land to rectify any Defect, the Developer grants Council and its contractors a licence for such period as is necessary for Council and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works.

## 10. REGISTRATION AND CAVEAT

### 10.1 Registration of this Document

- (a) The Owner:
  - (i) consents to the registration of this Document at the NSW Land Registry Services on the certificate of title to the Land;
  - (ii) warrants that it has obtained all consents to the registration of this Document on the certificate of title to the Land; and
  - (iii) must within 10 Business Days of a written request from Council do all things necessary to allow Council to register this Document on the certificate of title to the Land, including but not limited to:
    - (A) producing any Documents or letters of consent required by the Registrar-General of the NSW Land Registry Services;
    - (B) providing the production slip number when the Developer produces the certificate of title to the Land at the NSW Land Registry Services; and
    - (C) providing Council with a cheque for registration fees payable in relation to registration of this Document at NSW Land Registry Services.



- (iv) The Owner must act promptly in complying with and assisting to respond to any requisitions raised by the NSW Land Registry Services that relate to registration of this Document.

## 10.2 Caveat

- (a) Council may, at any time after the date of this Document, register a caveat over the Land preventing any dealing with the Land that is inconsistent with this Document. Provided that Council complies with this clause 10.2, the Owner must not object to the registration of this caveat and may not attempt to have the caveat removed from the certificate of title to the Land.
- (b) In exercising its rights under this clause 10.2 Council must do all things reasonably required to:
  - (i) remove the caveat from the Land once this Document has been registered on the certificate of title to the Land; and
  - (ii) consent to the registration of:
    - (A) this Document; and
    - (B) any plan of consolidation, plan of subdivision or other dealing required by this Document or the Development Consent.

## 10.3 Release of this Document

If Council is satisfied that the Developer and the Owner have provided all Public Benefits and otherwise complied with this Document then Council must promptly do all things reasonably required to remove this Document from the certificate of title to the Land.

## 11. ENFORCEMENT

### 11.1 Developer to provide Guarantee

The Developer must deliver the Guarantee for the Guarantee Amount to Council by the Guarantee Amount Due Date.

### 11.2 Adjustment of Guarantee Amount

On each anniversary of the date of the Guarantee (the "Adjustment Date"), the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

$$RGA = GA \times (A/B)$$

where:

**RGA** is the revised guarantee amount applicable from the relevant Adjustment Date

**GA** is the Guarantee Amount that is current on the relevant Adjustment Date

**A** is the Index Number most recently published before the relevant Adjustment

Date

**B** is the Index Number most recently published:

- (i) before the date of the Guarantee for the first Adjustment Date; and
- (ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

## 11.3 Right of Council to claim on Guarantee

- (a) The Developer agrees that Council may make an appropriation from the Guarantee in such amount as Council, acting reasonably, thinks appropriate if:
  - (i) the Developer fails to comply with clause 2 of Schedule 3 (payment of Monetary Contribution);
  - (ii) Council allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 7.4(a)(ii);
  - (iii) an Insolvency Event occurs in respect of the Developer;
  - (iv) the Developer fails to deliver the Public Benefits in accordance with clause 7.4(b);
  - (v) the Developer fails to rectify a Defect in accordance with clause 9.2 of this Document;
  - (vi) the Developer's Works do not reach Completion within 36 months of the date of issue of the first Construction Certificate in respect of the Development (or such later time as agreed by Council in writing); or
  - (vii) Council incurs any other expense or liability in exercising its rights and powers under this Document.
- (b) Any amount of the Guarantee appropriated by Council in accordance with clause 11.2 must be applied only towards:
  - (i) the costs and expenses incurred by Council rectifying any default by the Developer under this Document; and
  - (ii) carrying out any works required to achieve the Public Benefits.

## 11.4 Expenditure by Council

If Council claims on the Guarantee to Complete the Developer's Works, then Council:

- (a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those works can be carried out for an amount equal to or less than the Guarantee Amount; or
- (b) may, acting reasonably, expend more than the Guarantee Amount. If Council expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to Council by the Developer.

## 11.5 Top-up and return of Guarantee

- (a) If Council calls upon the Guarantee in accordance with this clause 11 then the Developer must immediately provide to Council a replacement Guarantee to ensure that, at all times until the Guarantee is released in accordance with paragraph (b), Council is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.
- (b) If:
  - (i) the monies secured by the Guarantee have not been expended;
  - (ii) Council has concurred with Completion in accordance with clause 7.3(a)(i) of this Document, taking into account any approved non-completion of Public Benefits approved by clause 7.4(a) of this Document; and
  - (iii) Council has been provided with the security for the Defects Liability Period in accordance with clause 9.1,
 then Council will promptly return the Guarantee to the Developer following the issue of a notice pursuant to clause 7.3(a)(i) of this Document.
- (c) If, following expiry of the Defects Liability Period, Council is satisfied that all defects have been rectified in accordance with clause 9 then Council must promptly return to the Developer the portion of the Guarantee retained by Council as security for the Defects Liability Period.

## 12. DISPUTE RESOLUTION

### 12.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 12.

### 12.2 Negotiation

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative, and / or the Owner's Representative and Council's Representative for resolution. The Dispute Notice must:

- (i) be in writing;
- (ii) state that it is given pursuant to this clause 12; and
- (iii) include or be accompanied by reasonable particulars of the Dispute including:
  - (A) a brief description of the circumstances in which the Dispute arose;
  - (B) references to any:
    - (aa) provisions of this Document; and
    - (bb) acts or omissions of any person, relevant to the Dispute; and
  - (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative, and / or the Owner's Representative and Council's Representative must meet at least once to attempt to resolve the Dispute.
- (c) The Developer's Representative, and / or the Owner's Representative and Council's Representative may meet more than once to resolve a Dispute. The Developer's Representative, and / or the Owner's Representative and Council's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

## 12.3 Mediation

- (a) If a Dispute is not resolved within 15 business days after the expiry of the Resolution Period, either party or other parties may give to each other a written notice calling for determination of the dispute by mediation under this clause 12.3.
- (b) If a party gives a Dispute Notice calling for the dispute to be mediated:
  - (i) the parties must agree to the terms of reference of the mediation within 3 business days of the receipt of the Dispute Notice calling for the dispute to be mediated (the terms will include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
  - (ii) the Mediator will be agreed between the parties, or failing agreement within 3 business days of receipt of the Dispute Notice, a party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;



- (iii) the Mediator appointed pursuant to this clause 12.3 must:
  - (A) have reasonable qualifications and practical experience in the area of the dispute; and
  - (B) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (iv) the Mediator will be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (v) the parties must within 5 business days of receipt of the Dispute Notice calling for the dispute to be mediated notify each other of their representatives who will be involved in the mediation;
- (vi) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (vii) the parties must convene and attend the mediation within 21 days of the date of the Dispute Notice calling for the dispute to be mediated;
- (viii) in relation to costs and expenses:
  - (A) each party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (B) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

#### 12.4 Not use information

The purpose of any exchange of information or Documents or the making of any offer of settlement under this clause 12 is to attempt to settle the Dispute. Neither party may use any information or Documents obtained through any dispute resolution process undertaken under this clause 12 for any purpose other than in an attempt to settle the Dispute.

#### 12.5 Condition precedent to litigation

Subject to clause 12.6, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Dispute Notice has been given; and
- (b) the Resolution Period has expired.

## 12.6 Summary or urgent relief

Nothing in this clause 12 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

## 13. TAXES AND GST

### 13.1 Responsibility for Taxes

- (a) The Developer and the Owner are responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this Document or the Public Benefits.
- (b) The Developer and the Owner must indemnify Council in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 13.1(a).

### 13.2 GST free supply

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this Document:

- (a) no additional amount will be payable by a party on account of GST; and
- (b) no tax invoices will be exchanged between the parties.

### 13.3 Supply subject to GST

To the extent that clause 13.2 does not apply to a supply made under this Document, this clause 13.3 will apply.

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 13.3(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 13.3(a) will be recalculated to reflect the adjustment event and a

payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.

- (e) The Developer will assume Council is not entitled to any input tax credit when calculating any amounts payable under this clause 13.3.
- (f) In this Document:
  - (i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
  - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

## 14. DEALINGS

### 14.1 Dealing by Council

- (a) Council may Deal with its interest in this Document without the consent of the Developer or the Owner if the Dealing is with a Government Agency. Council must give the Developer and the Owner notice of the Dealing within five Business Days of the date of the Dealing.
- (b) Council may not otherwise Deal with its interest in this Document without the consent of the Developer and Owner, such consent not to be unreasonably withheld or delayed.

### 14.2 Dealing by the Developer and Owner

- (a) Prior to registration of this Document in accordance with clause 10, the Developer and the Owner must not Deal with this Document or the Land without:
  - (i) the prior written consent of Council; and
  - (ii) Council, the Developer, the Owner and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to Council,

provided that in relation to the Land this does not apply to entering into a contract to sell an off the plan lot in a strata plan or stratum plan, or to a mortgage or charge of the Land.

- (b) On and from registration of this Document in accordance with clause 10:
  - (i) the Owner may Deal with this Document without the consent of Council only as a result of the sale of the whole of the Land (without subdivision) to a purchaser of the Land;

- (ii) the Owner may register a plan of strata subdivision or stratum subdivision, and Council consents to this Document remaining registered only on the certificate of title to the common property of the strata plan upon registration of the strata plan; and
- (iii) the Developer and the Owner must not otherwise Deal with this Document to a third party that is not a purchaser of the whole or any part of the Land without:
  - (A) the prior written consent of Council; and
  - (B) Council, the Developer, the Owner and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to Council.
- (c) The Developer and / or the Owner must pay Council's costs and expenses relating to any consent or documentation required due to the operation of this clause 14.2.

## 15. TERMINATION

- (a) Council may terminate this Document by notice in writing to the Developer if the Development Consent lapses or is surrendered by the Developer or is invalidated by a Court in any final hearing that is not the subject of a further appeal.
- (b) If Council terminates this Document then:
  - (i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
  - (ii) the Developer and the Owner must take all steps reasonably necessary to minimise any loss each party may suffer as a result of the termination of this Document;
  - (iii) Council will return the Guarantee to the Developer after first deducting any amounts owing to Council or costs incurred by Council by operation of this Document. If in exercising its rights under this Document Council expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to Council by the Developer; and
  - (iv) Council will, at the Owner's cost, do all things reasonably required to remove this Document from the certificate of title to the Land.
- (c) For the avoidance of doubt, this Document automatically terminates if the Development Consent lapses or is surrendered or is invalidated by a Court in any final hearing that is not the subject of a further appeal.



**16. CONFIDENTIALITY AND DISCLOSURES**

**16.1 Use and disclosure of Confidential Information**

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 16.2 or 16.3.

**16.2 Disclosures to personnel and advisers**

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
  - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this Document; and
  - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this Document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
  - (i) must ensure that any person to whom Confidential Information is disclosed under clause 16.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 16.2(a); and
  - (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 16.2(b)(i).

**16.3 Disclosures required by law**

- (a) Subject to clause 16.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
  - (i) by law or by order of any court or tribunal of competent jurisdiction; or
  - (ii) by any Government Agency, stock exchange or other regulatory body.

- (b) If the receiving party is required to make a disclosure under clause 16.3(a), the receiving party must:
  - (i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
  - (ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
  - (iii) if disclosure cannot be avoided:
    - (A) only disclose Confidential Information to the extent necessary to comply; and
    - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

#### 16.4 Receiving party's return or destruction of documents

On termination of this Document the receiving party must immediately:

- (a) deliver to the disclosing party all Documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

#### 16.5 Security and control

The receiving party must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

#### 17. NOTICES

- (a) A notice, consent or other communication under this Document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- (b) A person's address and fax number are those set out in Schedule 1 for Council's Representative and the Developer's Representative and the

Owner's Representative, or as the person notifies the sender in writing from time to time.

18. **GENERAL**

18.1 **Governing law**

- (a) This Document is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Document, and waives any right it might have to claim that those courts are an inconvenient forum.

18.2 **Access to information**

In accordance with section 121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Developer and the Owner agree to allow Council immediate access to the following information contained in records held by the Developer and the Owner:

- (a) information that relates directly to the delivery of the Public Benefits by the Developer and Owner;
- (b) information collected by the Developer and / or Owner from members of the public to whom the Developer and / or Owner provides, or offers to provide, services on behalf of Council; and
- (c) information received by the Developer and / or Owner from Council to enable the Developer to deliver the Public Benefits.

18.3 **Liability for expenses**

- (a) The Developer and / or the owner must pay their own and Council's expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this Document.
- (b) The Developer and / or the Owner must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this Document and the explanatory note prepared in accordance with the Regulations and for any consent Council is required to provide under this Document.

18.4 **Relationship of parties**

- (a) Nothing in this Document creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) No party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

## 18.5 Giving effect to this Document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Document.

## 18.6 Time for doing acts

(a) If:

(i) the time for doing any act or thing required to be done; or

(ii) a notice period specified in this Document,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

## 18.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Document without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

## 18.8 Preservation of existing rights

The expiration or termination of this Document does not affect any right that has accrued to a party before the expiration or termination date.

## 18.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Document for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

## 18.10 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and



- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

**18.11 Operation of this Document**

- (a) This Document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Document and has no further effect.
- (b) Any right that a person may have under this Document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Document enforceable, unless this would materially change the intended effect of this Document.

**18.12 Operation of indemnities**

- (a) Each indemnity in this Document survives the expiry or termination of this Document.
- (b) A party may recover a payment under an indemnity in this Document before it makes the payment in respect of which the indemnity is given.

**18.13 Inconsistency with other documents**

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) this Document;
- (b) any Schedule to this Document; and
- (c) the provisions of any other Document of the Developer,

the order of precedence between them will be the order listed above, this Document having the highest level of precedence.

**18.14 No fetter**

Nothing in this Document in any way restricts or otherwise affects Council's unfettered discretion to exercise its statutory powers as a public authority.

**18.15 Counterparts**

This Document may be executed in counterparts.

**SCHEDULE 1**  
**Agreement Details**

ITEM	TERM	DESCRIPTION
1.	<b>Land</b>	138-152 Victoria Road, ROZELLE NSW 2039 (Lot 1 DP 528045); 154-156 Victoria Road, ROZELLE NSW 2039 (Lot 1 DP 109047); 697 Darling Street, ROZELLE NSW 2039 (Lot 104 DP 733658); and 1-7 Waterloo Street ROZELLE NSW 2039 (Lot 101 DP 629133, Lot 102 DP 629133, Lot 37 DP 421, Lot 38 DP 421, Lot 36 DP 190866)
2.	<b>Development</b>	Demolition of all existing improvements, site remediation, and construction of a mixed-use development comprising three basement levels for residential and commercial parking with three 11 to 12 storey buildings connected above a shared retail and commercial podium with 164 residential units above, a new leagues club in the commercial area, and development fronting Waterloo Street comprised of two to three storey buildings for three live/work units resulting in a total of 167 residential units on the Land.  The total Gross Floor Area of the Development on the Land is 28,414 square metres.
3.	<b>Council's Representative</b>	Name: Brian Barrett Acting General Manager,  Address: 7-15 Wetherill Street, Leichhardt NSW 2040  Email: council@innerwest.nsw.gov.au
4.	<b>Developer's Representative</b>	Name: Chris Walsh  Address: Level 21, The Zenith Tower A, 821 Pacific Highway, Chatswood NSW 2067  Email: reception@heworth.com.au
5.	<b>Owner's Representative</b>	Name: Yuhui He

		Address: Level 21, The Zenith Tower A, 821 Pacific Highway, Chatswood NSW 2067 Email: reception@heworth.com.au
6.	<b>Development Application</b>	Development Application No. D/2018/219 lodged with Council on 1 May 2018 and approved on 10 September 2020 and amended in December 2020
7.	<b>Guarantee Amount</b>	A total amount of \$2,000,000.
8.	<b>Guarantee Amount Due Date</b>	Prior to the issue of a construction certificate.

## SCHEDULE 2

### Requirements under the Act and Regulation (clause 2)

The below table summarises how this Document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	<b>Planning instrument and/or development application</b> (section 7.4(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a Development Application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No. (b) Yes – Item 6 of Schedule 1. (c) Not applicable.
2.	<b>Description of land to which this Document applies</b> (section 7.4(3)(a) of the Act)	Item 1 of Schedule 1.
3.	<b>Description of change to the environmental planning instrument to which this Document applies and/or the development to which this Document applies</b> (section 7.4(3)(b) of the Act)	The Development as described in clause 2.1.
4.	<b>The nature and extent of the provision to be made by the developer under this Document, the time or times by which the provision is to be made and the manner in which the provision is to be made</b> (section 7.4(3)(c) of the Act)	Schedule 3 and Annexures A and B.
5.	<b>Whether this Document excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the development</b> (section 7.4(3)(d) of the Act)	Section 7.11 excluded Section 7.12 not excluded Section 7.24 not excluded



ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
6.	<b>Applicability of section 7.11 of the Act</b> (section 7.4(3)(e) of the Act)	The application of section 7.11 of the Act is excluded in respect of the Development and contributions (if any) under section 7.11 will not be required to be paid.
7.	<b>Consideration of benefits under this Document if section 7.11 applies</b> (section 7.4(3)(e) of the Act)	Not applicable because this Document excludes section 7.11 of the Act.
8.	<b>Mechanism for Dispute Resolution</b> (section 7.4(3)(f) of the Act)	Clause 12
9.	<b>Enforcement of this Document</b> (section 7.4(3)(g) of the Act)	Clause 11
10.	<b>No obligation to grant consent or exercise functions</b> (section 7.4(9) of the Act)	Clause 2.5
11.	<b>Registration of this Document</b> (section 7.6 of the Act)	Clause 10
12.	<b>Whether certain requirements of this Document must be complied with before a construction certificate is issued</b> (clause 25E(2)(g) of the Regulation)	Yes, refer to the explanatory note
13.	<b>Whether certain requirements of this Document must be complied with before a subdivision certificate is issued</b> (clause 25E(2)(g) of the Regulation)	No, refer to the explanatory note
14.	<b>Whether certain requirements of this Document must be complied with before an occupation certificate is issued</b> (clause 25E(2)(g) of the Regulation)	Yes, refer to the explanatory note
15.	<b>Whether the explanatory note that accompanied exhibition of this Document may be used to assist in construing this Document</b> (clause 25E(7) of the Regulation)	Clause 2.6

## SCHEDULE 3

### Public Benefits (clause 5)

#### 1. PUBLIC BENEFITS - OVERVIEW

The Developer and / or the Owner (as determined by the Developer and Owner) must provide the Public Benefits in accordance with Schedule 3 and this Document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	Public Benefit	Attributed Value	Due date	Additional specifications
1.	<b>OWNER</b>  Monetary Contribution	\$300,000	Prior to the issue of an occupation certificate	For community grants (no GST)
		\$1,000,000	Prior to the issue of an occupation certificate	For affordable housing fund (no GST)
		\$4,000,000	Prior to the issue of an occupation certificate	In lieu of s7.11 contributions
			Over 25 years.	Income from public parking. An Easement in Gross and Public Positive Covenant will be granted to Council for 25 years for 130 publicly accessible car parking spaces in the retail and club car park. The Owner will install a car park management system to charge vehicles for use of the car park after 2 hours free parking with income paid directly to Council. This amount is the estimated total net revenue Council will receive by the end of the lease period.
2.	<b>OWNER</b>  An Easement in Gross and		After Completion but before the issue of the first	An Easement in Gross and Public Positive Covenant will be granted to Council for 25 years for 130 publicly accessible car

	Public Positive Covenant		Occupation Certificate for the Development	parking spaces in the retail and club car park. The Easement in Gross will not require outgoings to be paid by Council other than any utilities charges. As the Easement in Gross value includes \$30,000/annum over 25 years - items include but not limited to any strata levies, cleaning, general R&M, insurance, land tax etc. This term of the Easement in Gross and Positive Covenant are provided at Annexure C.
			Prior to the issue of the first Occupation Certificate for the Development	Darling Lane, (privately owned) made available to Council via a right of way easement, in order to provide access for Darling Street properties and to pedestrianize the through site link. See Public Open Space Plan Prepared by Scott Carver dated 10.03.19 at Annexure B.
			After Completion but before the issue of the first Occupation Certificate for the Development	25 year lease of 200m <sup>2</sup> commercial space to Council for \$1/year for 25 years. Gross lease inclusive of outgoings and any strata levies but excluding utilities charges. The Owner will also make a contribution of a maximum of \$100,000 for the fit out of this space. The terms of the lease are provided at Annexure D. See Scott Carver Floor Plan AD-DA105 Upper Ground Mez at Annexure A.
3.	<b>OWNER</b> Permit use of Land		N/A	Town Square space made available for Council to hold events at no charge to Council for a maximum of 4 single day events per calendar month and the maximum of one per

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Item 3

Attachment 1

				calender week, provided that only 2 single day events are permitted on a Saturday and Sunday (that is, on a weekend) in a calendar month. A management agreement between Inner West Council and the Owner of the Retail Stratum will be prepared in respect of this use, which can be novated with ownership of the Town Square
			Prior to the issue of the first Occupation Certificate for the Development	Tigers Lane, (privately owned) made available to enable Council to hold events in the Town Square. See Public Open Space Plan Prepared by Scott Carver dated 10.03.19 at Annexure B.
4.	Developer's Works		Prior to the issue of the first Occupation Certificate for the Development	Additional footpath widening to both the Victoria Road and Waterloo Street frontages (in stratum). See Public Open Space Plan Prepared by Scott Carver dated 10.03.19 at Annexure B.
			Prior to the issue of the first Occupation Certificate for the Development	Construction of a pedestrian link (i.e. the proposed retail arcade) from the proposed development to the Darling Street shop frontage as shown in the Public Open Space Plan prepared by Scott Carver dated 10.03.19 at Annexure B.
			Prior to the issue of the first Occupation Certificate for the Development	Bicycle Parking facilities provided for shoppers, employees and residents. See Scott Carver Drawing AD-DA101 & AD-DA102 at Annexure A.
			Prior to the issue of the	Community car share scheme with a minimum



			first Occupation Certificate for the Development	of 2 car share spaces provided. See Scott Carver Drawing AD-DA101 & AD-DA102 at Annexure A.
			Prior to the issue of the first Occupation Certificate for the Development	Designated accessible area provided for taxis to pick up and drop off. See Scott Carver Drawing AD-DA101 & AD-DA102 at Annexure A.

## 2. PAYMENT OF MONETARY CONTRIBUTION

### 2.1 Payment

The Owner must pay the Monetary Contribution (excluding the income from public parking) to Council prior to the issue of the first Occupation Certificate for the Development in cash or by unendorsed bank cheque.

### 2.2 Indexation

If the Monetary Contribution is not paid to Council on the date of this Document then at the date of payment the Monetary Contribution must be indexed as follows:

**Monetary Contribution (to be provided) =**

**Monetary Contribution (as per item 1 of clause 1 above) x (A/B)**

where:

**A** is the Index Number most recently published before the date the Monetary Contribution is to be paid

**B** is the Index Number most recently published before the date this agreement commenced in accordance with clause 3.1 of this Document.

If after the formula is applied the Monetary Contribution will be less than the amount stated in item 1 of clause 1 above, the Monetary Contribution will not be adjusted.

### 2.3 No trust

Nothing in this Document creates any form of trust arrangement or fiduciary duty between Council and the Owner. Following receipt of the Monetary Contribution, Council is not required to separately account for the Monetary Contribution, report to the Owner regarding expenditure of the Monetary Contribution or comply with any request by the Owner to trace the Monetary Contribution.

## 3. CHANGES TO THE DESIGN OF THE DEVELOPER'S WORKS

### 3.1 Scope of Developer's Works

The parties agree that refinement or amendment of the Developer's Works as set out in this document may be necessary, having regard to:

- (a) the extent to which the design of the Developer's Works has been approved by Council;
- (b) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this Document;
- (c) the extent of any refinement of the design of the Developer's Works permitted by this clause 3 of Schedule 3;
- (d) construction certificate plans for the development;
- (e) any modification to the Development Consent made and approved under section 4.55 of the Act or any other development consent granted that relates to the Developer's Works.

### 3.2 Changing the design of the Developer's Works

- (a) If at any time during the course of the development it becomes necessary to refine or amend the parts of the Developer's Works being the 200m<sup>2</sup> of commercial space to be leased to Council under this document and/or the 130 publicly accessible parking spaces which council has the benefit of under this document, to the extent that would require a section 4.55 of the Act modification and/or any other development application to be lodged or construction certificate plans then:
  - (i) As soon as practicable the Developer must submit to Council's Representative detailed design drawings of the proposed refinements or amendments; and
  - (ii) Within 28 days after Council's Representative has received the detailed design drawings that detail the proposed refinements and/or amendments, Council must inform the Developer in writing as to whether it agrees to the proposed refinements or amendments. Agreement to the proposed refinements or amendments may not be unreasonably withheld and may only be withheld where the proposed refinements or amendments impact on Council's use of the parts of the Developer's Works being the 200m<sup>2</sup> of commercial space to be leased to Council under this document and the 130 publicly accessible parking spaces which council has the benefit of under this document. If Council does not agree to the proposed refinements and/or amendments, then it must also advise the Developer of its reasons for disagreeing to the proposed refinements and/or amendments.
  - (iii) If Council does not provide any response during the 28 days after receiving the detailed design drawings of the proposed refinements or

amendments as required under clause 3.2(a)(ii), it is deemed that Council agrees to the proposed refinements and/or amendments.

- (iv) If the Developer determines that any disagreement by Council to the refinements and/or amendments proposed under this clause 3 is unreasonable for any reason (including that the proposed refinements and/or amendments will not impact Council's use of the parts of the Developer's Works being the 200m<sup>2</sup> of commercial space to be leased to Council under this document and the 130 publicly accessible parking spaces which council has the benefit of under this document) then the developer may notify a dispute in accordance with clause 12 of this Document.
- (v) Nothing in this clause 3 prevents refinements and/or amendments to the Developer's works being proposed to Council on more than one occasion.

## SCHEDULE 4 Explanatory Note

### Schedule 4 – Explanatory Note

The purpose of this Explanatory Note is to provide a plain English summary to support the exhibition of a draft Planning Agreement which has been prepared under section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**EP&A Act**).

The Planning Agreement will require the provision of public benefits, monetary contributions, and works relating to local infrastructure items in relation to approved development on the land known as 138-152, 154-156 Victoria Road, Rozelle, 697 Darling Street, Rozelle and 1-7 Waterloo Street Rozelle (**the Subject Land**).

This explanatory note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulations 2000* (**EP&A Regulation**) to summarise the objectives, nature, and effect of the proposed Planning Agreement, and to assess its merits.

#### 1. Parties

The parties to the Planning Agreement are:

- (1) Inner West Council (**Council**);
- (2) Heworth Holdings Group Pty Ltd (**Developer**); and
- (3) Grand Rozelle Pty Ltd (**Owner**).

#### 2. Description of Subject Land

The land to which the original Planning Agreement relates is as follows:

- 138-152 Victoria Road, Rozelle NSW 2039 (Lot 1 DP 528045);
- 154-156 Victoria Road, Rozelle NSW 2039 (Lot 1 DP 109047);
- 697 Darling Street, Rozelle NSW 2039 (Lot 104 DP 733658); and
- 1-7 Waterloo Street Rozelle NSW 2039 (Lot 101 DP 629133, Lot 102 DP 629133, Lot 37 DP 421, Lot 38 DP 421, Lot 36 DP 190866)

#### 3. Description of Proposed Development to which the Planning Agreement applies

On 28 June 2008, the previous developer of the Subject Land entered into a Planning Agreement with Leichhardt Council (since amalgamated to become part of the Council) (**the Previous Planning Agreement**). The Previous Planning Agreement was entered into in connection with the making of a new Local Environmental Plan and Development Control Plan that would allow for an increased maximum floor space ratio control and a greater range of permissible uses on the Subject Land, so that a development application could be lodged for redevelopment of the Subject Land including for demolition and construction of a mixed retail, commercial and residential development including a leagues club and associated works.



The Previous Planning Agreement has never been acted upon, and the carrying out of public benefits including payment of the contributions under it was never enlivened.

On 1 May 2018, Development Application No D/2018/219 was lodged by the Developer with Council for:

- a) the demolition of all existing improvements;
- b) site remediation and excavation works; and
- c) construction of a mixed-use development comprising:
  - i. three basement levels for residential and commercial parking;
  - ii. three 11 to 12 story buildings connected above a shared retail and commercial podium with 164 residential units above;
  - iii. a new leagues Club provided in the commercial area; and
  - iv. development fronting Waterloo Street comprising of two to three story buildings for three live/work units, resulting in 167 total residential units overall,

on the Subject Land (**the Development Application**).

On 31 March 2020, the Developer formally offered to replace the Previous Planning Agreement as some aspects of that agreement were not applicable to the Development Application, including the construction of a pedestrian bridge across Victoria Road. The amended offer also significantly increased the value of the public benefits that would be provided under a new voluntary planning agreement.

On 8 September 2020, the Council considered the offer to amend the Previous Planning Agreement in a closed meeting session. On 9 September 2020, the Council wrote to the Sydney Eastern City Planning Panel (**the Panel**) recommending that a deferred commencement condition be imposed if the Development Application were to be approved by the Panel requiring the Previous Planning Agreement be terminated and a new planning agreement be entered into in accordance with the terms of offer as set out in the letter from the Developer dated 31 March 2020.

On 10 September 2020, the Development Application was approved by the Panel subject to conditions (**the Development Consent**), relevantly including the following deferred commencement condition:

*A. Voluntary Planning Agreement*

*Prior to the issue of an Operational Consent, evidence is to be supplied to the consent*

*authority demonstrating that:*

- a) *The voluntary planning agreement dated 26th June 2008 between Council and Balmain Leagues Club Limited has been terminated so that it no longer has any effect;*

*b) A voluntary planning agreement has been entered into generally in accordance with the terms of the offer from Heworth Holdings Pty Ltd dated 31st March 2020.*

The Development Consent also included the following general condition of consent:

*54. Voluntary Planning Agreement*

*Prior to the issue of a Construction Certificate the applicant/developer shall:*

- a) enter into a Voluntary Planning Agreement (VPA) with Council in accordance with the terms of the offer made by the applicant and as accepted by Council at its meeting on 8 September 2020; and*
- b) register the VPA on the title of the land to which the VPA applies.*

**4. Summary of Objectives, Nature and Effect of the Planning Agreement**

[Section 25E(1)(a) of the EP&A Regulation]

The intent of the Planning Agreement is:

- (a) to terminate and revoke the Previous Planning Agreement;
- (b) to give effect to the terms offered in the letter from the Developer to Council dated 31 March 2020;
- (c) to ensure that the above conditions to the Development Consent are appropriately fulfilled so that the Development Consent may become operational;
- (d) to make provision for monetary contributions in lieu of payment of any development contributions that would otherwise have been payable under a development consent;
- (e) to make provision for an easement in gross and public positive covenant (for 25 years) of car parking spaces available to the public, with 2 hours free parking, to be constructed on the Subject Land by the Owner to the Council, which will be used to generate income from public parking payable to the Council for the 25 year term;
- (f) to make provision for a lease (at a nominal rental amount over 25 years) of a 200m<sup>2</sup> commercial space to be constructed on the Subject Land by the Owner to the Council, and to enable the developer to make a cash contribution towards the anticipated fitout costs for that future commercial space within the development;
- (g) to make provision for the use of part of the Subject Land by the Council for events at no charge subject to a management agreement to be prepared at a later date; and

- (h) to make provision for various works for local infrastructure to be carried out by the Developer at the Developer's cost including in relation to footpath widening to Victoria Road and Waterloo Street frontages, construction of a pedestrian link, and provision of bicycle parking, car share and taxi pick-up/drop-off facilities.

## 5. Assessment of the Merits of the Planning Agreement

[Section 25E(1)(b) of the EP&A Regulation]

### 5.1 The planning purposes served by the Planning Agreement

[Section 25E(2)(e) of the EP&A Regulation]

This Planning Agreement serves the following planning purposes:

- (a) The Planning agreement permits Council to use part of the Subject Land for public events and purposes. The lease for Council to use part of the Subject Land for commercial space, and an easement in gross and public positive covenant for public parking, under the Planning Agreement is also for a public purpose.
- (b) The provision of a monetary payment by the Developer under this Planning Agreement will also be used by Council for public purposes, including for community grants and an affordable housing fund.
- (c) The Planning agreement provides the opportunity to facilitate improvements and additions to the public domain in and around the Subject Site.

The Planning Agreement provides for a reasonable means of achieving these purposes because there are limits on what the Developer can be required to do as a condition of a development consent. By entering into the Agreement, the Council is able to secure benefits for the community that would not otherwise be available. The Agreement achieves these benefits for the community without the need for public funds to be expended.

### 5.2 How the Planning Agreement Promotes the Objects of the EP&A Act

[Section 25E(2)(c) of the EP&A Regulation]

The Planning Agreement promotes the following objects of the EP&A Act:

- (a) **the promotion and co-ordination of the orderly and economic use and development of land**
  - (b) **the provision of land for public purposes, and**
  - (c) **the provision and co-ordination of community services and facilities**
1. THIS PLANNING AGREEMENT PROVIDES FOR A REASONABLE MEANS OF ACHIEVING THOSE OBJECTS.

### 5.3 Promotion of the public interest

[Section 25E(2)(a) of the EP&A Regulation]

This Planning Agreement promotes the public interest by ensuring:

- (a) that Council receives the benefit of the use of land to be used for a public purpose; and
- (b) that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Subject Land.

The Planning Agreement, and the revocation of the Previous Planning Agreement, will provide certainty for the developer and the Council as to the amount to be paid by way of contribution and the works to be carried out for local infrastructure, and will eventually directly contribute towards an improved safety and public amenity outcome in and around the Subject Land.

## 5.4 Promotion of the Council's charter

[Section 25E(2)(d) of the EP&A Regulation]

This Planning Agreement promotes the following objectives of Council's charter under Section 8 of the *Local Government Act 1993* (NSW) as follows [italicised sections come directly from the Charter]:

- (a) Council undertakes to *facilitate flexible and innovative delivery of public infrastructure, facilities, works services and social amenities*. This Planning Agreement makes provision for various works relating to improved local infrastructure to be carried out by the Developer at the Developer's cost.
- (b) Council undertakes to *ensure that development delivers a net public benefit to the wider community that is of greatest demand in the development area or precinct*. This Planning Agreement makes provision for the lease of land, and an easement in gross and a public positive covenant, to Council which will assist in the provision of additional public services and benefits where needed.
- (c) Council undertakes to *include affordable housing as a constituent part of benefits from potential Planning Agreement contributions*. This planning agreement makes provision for monetary contributions to be applied directly to an affordable housing fund.
- (d) Council undertakes to *establish a transparent, consistent and accountable system that governs the use of Planning Agreements*. The process involved in the Planning Agreement will provide an opportunity for the community and stakeholders to be involved and interested people will be invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings is intended to keep the local community informed and the relevant parties accountable.

## 5.5 Capital Works Program

[Section 25E(2)(f) of the EP&A Regulation]

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The Planning Agreement conforms with Council's Capital Works Program to the extent that it will supplement the Program by providing works and infrastructure.

## **5.6 Matters to be complied with before issue of construction and occupation certificates**

[Section 25E(2)(g) of the EP&A Regulation]

The Planning Agreement requires the following be complied with before the first occupation certificate is issued:

- (a) The Developer's Works are to be completed before the issue of the first occupation certificate. Any proposed refinements and/or amendments, in construction certificate plans for the development that may have an impact on Council's use of the spaces or that would require a section 4.55 of the Act modification and/or any other development application to be lodged, to the parts of the of the Developer's Works being the 200m<sup>2</sup> of commercial space to be leased to Council under Planning Agreement and/or the 130 publicly accessible parking spaces which council has the benefit of under the Planning Agreement must be submitted to Council for agreement. Council can only withhold agreement on reasonable grounds and only if the proposed refinements or amendments impact on Council's use of the:
  - a. 200m<sup>2</sup> of commercial space to be leased to Council under the Planning Agreement ;
  - b. or the 130 publicly accessible parking spaces which council has the benefit of under the Planning Agreement.

The Planning Agreement requires the following be complied with before an occupation certificate is issued:

- (b) The Owner must pay all relevant monetary contributions under the Planning Agreement;
- (c) The easement in gross and public positive covenant for the car park and the lease of the commercial space from the Owner to the Council must be executed by the parties;
- (d) The various works for local infrastructure listed under Item 3 of Schedule 3 of the Planning Agreement must be carried out.

There are no matters which must be complied with prior to the issue of a subdivision certificate because the Development does not involve any subdivision works.

**EXECUTED** as a deed.

**Signed, sealed and delivered** for  
**INNER WEST COUNCIL** (ABN 19 488 017  
987) by its duly authorised officer, in the  
presence of:

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of officer:  
Authorised delegate pursuant to  
section 377 of the Local Government  
Act 1993

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Position of officer: General Manager

7-15 Wetherill Street, Leichhardt NSW 2040  
Address of witness

**EXECUTED** by Heworth Grand Development  
Pty Ltd (ABN 66 620 430 891) in accordance  
with s127(1) of the Corporations Act 2001  
(Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: Yuhui He

**EXECUTED** by Grand Rozelle Pty Ltd (ACN  
619 872 749) in accordance with s127(1) of  
the Corporations Act 2001 (Cth):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name: Yuhui He

## ANNEXURES

### A Architectural Drawings prepared by Scott Carver approved under Development Consent

- AD-DA100 Basement Level 2 v9
- AD-DA101 Basement Level 1 v9
- AD-DA104 Floor Plan – Upper Ground Level v6
- AD-DA106 Floor Plan – Level 01 Commercial v4



**B Public Open Space Plan prepared by Scott Carver**

**Item 3**

**Attachment 1**

## C Easement in Gross and Public Positive Covenant to Council for car park

### Easement in Gross and Public Positive Covenant to Council for car park

#### Part 1 Parties' obligations to create an Easement in Gross and Public Positive Covenant

1. The parts of the Land intended at the date of this Document to be the location of the Public Parking Area of 130 car spaces and the means of access to and from it are the parts of the land denoted on the plans which are Attachment A.
2. As soon as is practicable during the course of redevelopment of the Site, the Registered Proprietor must:
  - (a) at its cost procure the preparation of a plan of survey suitable for registration either as:
    - (i) a deposited plan, or
    - (ii) a plan to be annexed to a dealing, identifying the location of the Public Parking Area, and the means of access to and from it, in the new building on the Land;
  - (b) at its cost procure the preparation of:
    - (i) an instrument under section 88B of the Conveyancing Act 1919, for registration with the deposited plan referred to in clause 2(a)(i) to:
      - (A) create the Easement in the terms set out in Part 2 of this Annexure C, and
      - (B) create a Public Positive Covenant for the management of the Public Parking Area and payment to Council of the profit from revenue received for the Public Parking Area in

the terms set out in Part 3 of this Annexure C, or

- (ii) a transfer granting easement, with the plan referred to in clause 2(a)(ii) annexed, to create the Easement and the Public Positive Covenant on the terms set out in Part 2 and Part 3 of this Annexure C; and

- (c) submit the relevant instrument and plan, or instruments and plan, referred to in clause 2(b), (the Easement Documents) to Council for approval and execution.

- 3. Council must cause the Easement Documents to be executed and returned to the Registered Proprietor as soon as is reasonably practicable after they are submitted to Council to be held in escrow until the Easement Documents are lodged with Land Registry Services NSW .

- 4. Within two months after completion of the construction works required to create the Public Parking Area, the Registered Proprietor must at its cost:

- (a) cause the Easement Documents executed by Council to be executed;
- (b) procure the consent of any registered mortgagee to the registration of the Easement Documents; and
- (c) cause the Easement Documents to be registered at Land Registry Services NSW.

## Part 2 – Terms of the Easement in Gross

- (a) The Registered Proprietor grants to the Council the right for the Council and for members of the public to:
  - (i) pass and repass (with or without Motor Cars) along and over that part of the servient tenement

- shown as "Right of Way" on the Plan (**Right of Way**); and
- (iii) stand or park not more than 130 Motor Cars on that part of the servient tenement shown as "Carparking" on the Plan (**Car Parking Spaces**),  
on a temporary basis during the Trading Hours.
- (b) The Registered Proprietor will make reasonable rules about the use of the Car Parking Spaces by the public which will include:
- (i) rules regarding the use of the Right of Way, for example speed limits that apply to the Right of Way; and
  - (ii) a minimum of two (2) hours of free parking for the Car Parking Spaces, provided any other rules are not otherwise materially inconsistent with the use of the Right of Way
- (c) The Registered Proprietor may vary, change, delete or revoke the rules for the use of the Car Parking Spaces from time to time.
- (d) The Registered Proprietor must at its cost:
- (i) keep and maintain the Right of Way and Car Parking Spaces in good order and condition and carry out any required works properly, professionally and promptly with the least amount of disruption to the public as possible and this requirement will be complied with if the Registered Proprietor carries out works in the manner, and at times, that would be considered appropriate for a public car park for a retail and club premises located in Sydney in an area not in the central business district,;
  - (ii) effect and maintain public liability insurance for an amount of not less than \$20,000,000 including for public use of the Car Parking Spaces and the Right of Way.
  - (iii) The Easement will be extinguished and released on the date which is 25 years after registration of the Plan and Council must, after receiving a request from the Registered Proprietor:
    - (i) deliver to the Registered Proprietor a transfer releasing easement in respect of the Easement;

- (ii) do all other things as are reasonably required as the statutory authority benefited by the Easement to enable the cancellation of the recording of the Easement on the folio of the register for the servient tenement.

(e) In this instrument:

- (i) Council means Inner West Council or its successor, the authority having the benefit of the Easement.
- (i) ~~Easement~~ means the easement in gross created in accordance with clauses 2(b)(i)(A) and (c)
- (ii) Motor Car means a motor vehicle:
  - A defined in AS2890.1-2004, and
  - B having a tare weight not exceeding 2.75 tonnes (with a variance of 10%).
- (iii) Registered Proprietor means registered proprietor of the servient tenement, being Grand Rozelle Pty Ltd and its successors in title.
- (iv) Trading Hours means the operating hours of car park that the Car Parking Spaces form part of as approved by the relevant authority.



## Part 3 – Terms of the Public Positive Covenant

### 1.1 Terms

- (a) The Registered Proprietor covenants with Council that it will manage, control and operate the Right of Way and Car Parking Spaces referred to in the Easement:
  - (i) with due diligence and efficiency and in a professional manner;
  - (ii) in accordance with the standards required for a commercial car park for a retail and club premises located in Sydney in an area not in the central business district,
  - (iii) in accordance with rules as determined by the Registered Proprietor, acting reasonably, and

provided they are not inconsistent with the terms of the Easement;

- (iv) so they will be available for use by the public in accordance with the terms of the Easement and this

Public Positive  
Covenant;

- (v) with a view to providing an optimum service to the public-and must take all reasonable steps to maximise Gross Revenue as determined by the Registered Proprietor (acting reasonably).

- (b) Nothing will require the Registered Proprietor to operate or manage the Car Parking Spaces in any manner which is prohibited by law.

## 1.2 Contracting

- (a) The Registered Proprietor **may** subcontract any part of its obligations under this Public Positive Covenant in the usual course of business.

## 1.3 Collection and accounting of Gross Revenue

- (b) The Registered Proprietor is responsible for invoicing and collecting all revenue and income derived from the operation of the Car Park Spaces.
- (c) Within 15 days after the end of each month, the Registered Proprietor must:
  - (i) provide a monthly report with the final Gross Revenue for the preceding month; and
  - (ii) account and pay (subject to receipt of a valid tax invoice if Council is making a taxable supply for GST purposes) to Council, by direct credit to Council's nominated bank account or such other method as reasonably nominated in writing by Council from time to time, the Gross Revenue received for that preceding month.

## 1.4 Car Park Expenses

- (a) The Registered Proprietor must pay all Car Park Expenses as and when they fall due for payment.
- (b) For the avoidance of doubt, the Registered Proprietor is solely liable for the costs of all Car Park Expenses.

## 1.5 Books and records

- (a) The Registered Proprietor must keep full and adequate books and records (including but not limited to audit tapes, credit card and debit card transactions and merchant records) reflecting the financial results of operating the Car Park and to allow the Gross Revenue and Car Parking Expenses to be calculated and verified.
- (b) The books and records must be kept in accordance with Australian standard accounting practice for an annual audit.

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- (c) The Registered Proprietor must, on being given reasonable notice, provide Council or its nominated representative with an electronic copy of the records. Council may have the records for particular months audited by an independent and registered company auditor.
- (d) Where the Gross Revenue for a month period is incorrect, including as determined by an audit, the Gross Revenue will be adjusted if necessary within 1 month of Council giving the Registered Proprietor notice of the error.
- (e) If an audit determines that the actual Gross Revenue for a particular month is higher than the reported Gross Revenue for that month, the Registered Proprietor must pay the difference to Council and if the actual Gross Revenue for a particular month is more than 3% higher than the reported Gross Revenue for that month the Registered Proprietor must pay to Council the cost of audit, each by no later than 5 business days from the date of demand.
- (f) The Registered proprietor must provide Council each 30 September a copy of the audited financial records for the previous financial year.

## 1.6 25 year term

- (a) This Public Positive Covenant will be extinguished and released on the date which is 25 years after registration of the Plan and Council must after receiving a request from the Registered Proprietor:

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- (i) deliver to the Registered Proprietor a request releasing the Public Positive Covenant; and
- (ii) do all other things as are reasonably required as the statutory authority benefited by this Public Positive Covenant to enable the cancellation of the recording of this Public Positive Covenant on the folio of the register for the servient tenement.

## 1.7 Public Positive Covenant to run with land

- (a) This Public Positive Covenant is binding on the Registered Proprietor its successors in title and every person who is entitled to an interest in possession and all persons who claim under the Registered Proprietor.
- (b) The Council may use the powers granted under statute, including under s88F, s88G and s88H of the Conveyancing Act 1919 in respect to the Public Positive Covenant.

## 1.8 Indemnity

The Registered Proprietor is liable for and indemnifies the Council against any loss, liability, legal claim or action and/or costs and expenses associated with it arising from or incurred in connection with the failure by the Registered Proprietor to observe or perform any of the Registered Proprietor's covenants or agreements contained in this instrument.

## 1.9 Definitions

In this instrument:

- (a) All Car Park Spaces means the Car Parking Spaces (being 130) and all other car parking spaces within the building

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that are not residential car parking spaces or are not allocated to a lot in a strata plan.

(b) Car Park Expenses means all expenses reasonably and properly incurred by the Manager in the management and operation of the All Car Park Spaces including but not limited to:

- labour and staff salaries, wages, and on-costs;
- management, administration and supervision charges and overheads;
- payroll expenses;
- accounting and audit fees;
- bank charges, credit card fees and merchant fees;
- cash counting and handling charges;
- scheduled cleaning for All Car Park Spaces (excluding ad hoc and any additional cleaning outside scope);
- repair and maintenance of parking and office equipment owned or installed by the Manager or Registered Proprietor;

- public liability insurance premiums (including any public liability excess payments, costs of managing any claims and the cost of any uninsured claims to the extent of the uninsured part);
- All costs associated with marketing All Car Park Spaces (whether individually or in conjunction with other car parks managed by the Manager) as determined by the Manager or Registered Proprietor;
- payments under equipment leases;
- depreciation or amortisation costs;
- all remote monitoring and control costs;
- the costs of maintaining and renewing any licences or permits which the Manager is required to hold; and
- any other costs and expenses of or incidental to the occupation or operation of the All Car Park Spaces.

(c) Car Parking Levy means any levy, charge, assessment, duty or fee charged or assessed by any authority in respect of car parks, congestion, or car parking spaces imposed on the All Car Park Spaces under the Parking Space Levy Act 2009 (NSW) (including any regulations or amendments pursuant to that Act) or any other law.

(d) Car Parking Spaces has the meaning in the Easement;

(e) Council means Inner West Council or its successor, the authority having the benefit of the Easement in gross;

(f) Easement means the easement in gross numbered # for the Car Parking Spaces;

(f) Gross Revenue means the Percentage of all moneys receivable by to the Registered Proprietor or Manager arising from the operation of All Car Park Spaces, whether or not collected by the Registered Proprietor, the Manager or their agents in connection with the operation of All Car Park Spaces, the registered proprietor from All Car Park Space users, including:

- a. charges made by the Registered Proprietor over and above the cash price, such as interest and accommodation charges;
- b. the charges for all services performed or

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hirings made by the Manager or Registered Proprietor in, at or from All Car Park Spaces, whether made for cash, on credit or otherwise, and whether paid or payable, due or owing, in kind or money;

- c. any premiums and other moneys receivable from rights to use the All Car Park Spaces.

but excluding:

- d. the amount of all discounts or concessions reasonably and properly allowed by the Manager or Registered Proprietor to users customers of the All Car Park Spaces in the usual course of business;
- e. all amounts written off by the Manager or Registered Proprietor in its books as bad debts, in accordance with normal

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accounting principles;

- f. all cash or credit refunds allowed by the Manager or Registered Proprietor on receipts that have previously been included in Gross Revenue;
- g. the amount of all charges, impositions or taxes (including GST), included in the price or supply or costs of goods or services provided by the Manager or Registered Proprietor at the car park;
- h. the amount of all discounts, commissions or fees deducted from payments to the Manager or Registered Proprietor under any form of debit or credit card; and

for the avoidance of doubt, any proceeds from the recovery of any Car Parking Levy from the Car Park Space users must be included in Gross Revenue.



- (g) Land means #
- (h) Manager means the entity or person engaged by the registered proprietor of the servient tenement acting reasonably to manage All Car Parking Spaces.

- (i) Percentage means the percentage calculated by the following formula:  

$$\frac{130 \text{ (being the Number of Car Parking Spaces) divided by}}{\text{the number of All Car Parking Spaces} \times 100}$$

(which at the granting of this covenant is 170)

- (j) Registered Proprietor means the registered proprietor of the servient tenement being Grand Rozelle Pty Ltd or its successors.

- (k) The word "**includes**" in any form is not a word of limitation.

**Annexure D                      – Lease**

**Item 3**

**Attachment 1**

**Item No:** C0321(2) Item 4

**Subject:** WHITES CREEK VALLEY PARK-RECLASSIFICATION OF PARK AREA AS OFF LEASH

**Prepared By:** Aaron Callaghan - Parks and Recreation Planning Manager

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

## RECOMMENDATION

**THAT Council revoke the on-leash provisions in the Section of Whites Creek Valley Park between Piper Street to Brenan Street and reclassify the large area of open space adjacent to the pathway as off leash while maintaining the walkway area (*which runs north to Brenan Street*) as on-leash walkway.**

## DISCUSSION

In October 2020 Council resolved in a confidential session of Council to revoke the existing declaration in respect of the public off-leash walkway (in Whites Creek Valley Park) which runs the length of Piper Street to Brenan Street and reinstate this area as an on-leash walkway.

Council will recall that concerns were originally raised about the impacts of walkway of the park being used as an off-leash area including that it may discriminate against a resident with dogs whose property adjoins the off-leash area. Additional details of the complaint were provided in a Confidential Attachment to the original report in October 2020.

Council has recently received a petition of 988 signatories requesting that Council reconsider this issue and revert the entire area back to an off-leash area for companion animal exercise and socialisation.

### Compromise Option

Council officers have carefully reviewed the companion animal restrictions in this area of the park and recommend that a compromise resolution to this issue is adopted whereby the adjoining open space which runs adjacent to the path area is designated as off leash up to the point where the pathway joins the open space and this area is retained as on leash (**as highlighted in Fig 1.0**).

This compromise position addresses in part the issues highlighted by the petition signatories while ensuring that Council is complying with its obligations under the Disability Discrimination Act as the area immediately adject to the housing zone is maintained as on leash.

Council officers have discussed the proposed reclassification with the original proponent and have been advised that the resident who raised the discrimination concerns is supportive of the proposed changes and recognises that a compromise is required to address community concerns.

**Fig 1.0 Proposed Companion Animal Zones Whites Creek Valley Park**



#### FINANCIAL IMPLICATIONS

Nil

#### ATTACHMENTS

Nil.

**Item No:** C0321(2) Item 5

**Subject:** LOCAL TRAFFIC COMMITTEE MEETING - FEBRUARY 2021

**Prepared By:** George Tsaprounis - Coordinator – Traffic and Parking Services

**Authorised By:** Manod Wickramasinghe - Traffic and Transport Planning Manager

## RECOMMENDATION

**THAT the Minutes of the Local Traffic Committee Meeting held in February 2021 be received and the recommendations be adopted.**

## ITEMS BY WARD

Ward	Item
Baludarri (Balmain)	James Lane, Balmain East - Proposed Truck Ban
	Darling Street between Mort Street and Curtis Road, Balmain - Road occupancy - ANZAC Day Dawn Service
	'No Left Turn' into Victoria Road from Moodie Street, Rozelle
Gulgadya (Leichhardt)	Cahill Street, Annandale - Proposed 'No Parking' restrictions
	Unnamed Lane (rear of 168 Norton Street) between Carlisle Street and Macauley Street, Leichhardt - Road Occupancy
	Proposed Garden Beds and Speed Humps - Catherine Street, Leichhardt
Midjuburi (Marrickville)	182-198 Victoria Road and 28-30 Faversham Street, Marrickville – DA 201900096 – Consent Conditions 30 and 31 – Signs and Line Markings Plan
	Marrickville Road, Marrickville – Reinstatement of Part Time Limited ½ Hour Parking Within Bus Zone Outside 145-147 Marrickville Road
	Way Street, St Peters – Request for 'No Parking' Restrictions
	One way proposal for Warren Road, Marrickville
	Timed parking proposal for Princes Highway
Djarrawunang (Ashfield)	Traffic calming for Wardell Road, Dulwich Hill
	Sightlines at the intersection of Junction Road and Prospect Road, Summer Hill
Damun (Stanmore)	Step 1 Public Domain Works. 3-7 & 13-17 Regent Street, RSL Relocation 287-309 Trafalgar Street& 16-20 Fisher Street, Petersham-DA201800173
	Minor Traffic Facilities
	Motorbike parking in Lennox Street, Newtown
	Lack of pedestrian crossing facilities on Darley Road, Leichhardt
All Wards	Local Traffic Committee Schedule for 2021 - Revised

## DISCUSSION

The February 2021 meeting of the Local Traffic Committee was held remotely. The Agenda was sent to Committee members with a week to provide comments. The minutes of the meeting are shown at **ATTACHMENT 1**.

## FINANCIAL IMPLICATIONS

Projects proposed for implementation are funded within existing budget allocations.

## PUBLIC CONSULTATION

Specific projects have undergone public consultation as indicated in the respective reports to the Traffic Committee.

## ATTACHMENTS

1. [Local Traffic Committee meeting February 2021](#)



## Minutes of Local Traffic Committee Meeting

Held electronically in February 2021

### **ACKNOWLEDGEMENT OF COUNTRY BY CHAIRPERSON**

*I acknowledge the Gadigal and Wangal people of the Eora nation on whose country we are meeting today, and their elders past and present.*

### **COMMITTEE REPRESENTATIVES PRESENT**

Clr Victor Macri	Councillor – Midjuburi-Marrickville Ward (Chair)
SC Tony Kenny	NSW Police - Inner West Police Area Command
Tanmila Samin Islam	Transport for NSW (TfNSW)

### **NON VOTING MEMBERS IN ATTENDANCE**

Colin Jones	Inner West Bicycle Coalition (IWBC)
Clr Marghanita da Cruz	Councillor – Gulgadya-Leichhardt Ward (Alternative Chair)
Manod Wickramasinghe	IWC's Traffic and Transport Planning Manager
Joe di Cesare	IWC's Design Services Coordinator
Christina Ip	IWC's Business Administration Officer

### **VISITORS**

Nil.

### **APOLOGIES:**

Nil.

### **DISCLOSURES OF INTERESTS:**

Nil.

### **CONFIRMATION OF MINUTES**

The minutes of the Local Traffic Committee Meeting held in December 2020 were confirmed.

### **MATTERS ARISING FROM COUNCIL'S RESOLUTION OF MINUTES**

The Local Traffic Committee recommendations of its meeting held in December 2020 were adopted at Council's meeting held on 9 February 2021 with the following amendment:

- Deferring Item 4 Minor Traffic Facilities to obtain consent from the neighbouring property.

### **EMAIL CONFIRMATION OF OFFICER'S RECOMMENDATION**

The representative for NSW Police – Inner West supported the Officer's recommendations for the items in their PAC.

**LTC0221 Item 1 182-198 Victoria Road and 28-30 Faversham Street, Marrickville – DA 201900096 – Consent Conditions 30 and 31 – Signs and Line Markings Plan (Midjuburi - Marrickville Ward / Summer Hill Electorate / Inner West PAC)**

**SUMMARY**

Detailed line marking and signage plans and results of public consultation have been submitted by TOGA Wicks Park Development as part of development consent conditions for DA201900096 for the proposed mixed-use development at 182-198 Victoria Road and 28-30 Faversham Street, Marrickville. The proposal involves changes to on-street parking restrictions and the installation of new regulatory signage. It is recommended that the submitted plans be supported in principle subject to a TMP being submitted by the applicant to TfNSW for approval.

**Officer's Recommendation**

THAT:

1. The detailed plan of the 'No Stopping' restrictions corner of Faversham Street at Sydenham Road and at Hans Place at Fitzroy Street, Marrickville (as per the attached Plan B – N156271-06-02) be approved;
2. The detailed plan of the 'No Stopping' restrictions on the western side of Victoria Road, Marrickville south of Mitchell Street and time limited 'No Right Turn' restriction for northbound traffic into the new private road of the proposed development on the eastern side of Victoria Road opposite Mitchell Street (as per the attached signage and line marking plan (Plan C – N156271-08-01) be supported subject to a TMP being forwarded for the right turn restrictions and approved by TfNSW; and
3. The costs of the supply and installation of the associated parking signage are to be borne by the applicant in accordance with Council's Fees and Charges.

**DISCUSSION**

The TfNSW representative advised that a TMP approval for the right turn restriction into the proposed development is not required as the restriction does not apply to a road related area. The recommendation was amended to reflect this.

**COMMITTEE RECOMMENDATION**

THAT:

1. The detailed plan of the 'No Stopping' restrictions corner of Faversham Street at Sydenham Road and at Hans Place at Fitzroy Street, Marrickville (as per the attached Plan B – N156271-06-02) be approved;
2. The detailed plan of the 'No Stopping' restrictions on the western side of Victoria Road, Marrickville south of Mitchell Street and time limited 'No Right Turn' restriction for northbound traffic into the new private road of the proposed

development on the eastern side of Victoria Road opposite Mitchell Street (as per the attached signage and line marking plan (Plan C – N156271-08-01) be supported; and

3. The costs of the supply and installation of the associated parking signage are to be borne by the applicant in accordance with Council's Fees and Charges.

For motion: Unanimous

**LTC0221 Item 2 Marrickville Road, Marrickville – Reinstatement of Part Time Limited ½ Hour Parking Within Bus Zone Outside 145-147 Marrickville Road (Midjuburi - Marrickville Ward / Summer Hill Electorate / Inner West PAC)**

**SUMMARY**

TfNSW has provided in-principle support to the reinstatement of an 8 metre length of part time limited ½ hour parking restrictions between 10am – 3pm Monday-Friday within of the existing 'Bus Zone' on the northern side of Marrickville Road, Marrickville outside No.145-147 to allow for deliveries to local businesses during weekdays.

**Officer's Recommendation**

THAT an 8 metre length of limited ½ hour parking restrictions be reinstated within the western end of the existing bus zone ('Bus Zone 6am – 10am & 3pm – 7pm Mon - Fri; 1/2P 10am – 3pm Mon – Fri') on the northern side of Marrickville Road, Marrickville outside No.145-147 be approved to allow for deliveries to local businesses during weekdays.

**DISCUSSION**

The TfNSW representative recommended that the restrictions, including parking and bus zone, be applied on all days of the week. The recommendation was amended to reflect this.

**COMMITTEE RECOMMENDATION**

THAT an 8 metre length of limited ½ hour parking restrictions be reinstated within the western end of the existing bus zone ('Bus Zone 6am – 10am & 3pm – 7pm; 1/2P 10am – 3pm') on the northern side of Marrickville Road, Marrickville outside No.145-147 be approved to allow for deliveries to local businesses.

For motion: Unanimous

**LTC0221 Item 3 Way Street, St Peters – Request for 'No Parking' Restrictions (Midjuburi – Marrickville Ward / Heffron Electorate / Inner West PAC)**

**SUMMARY**

Council has received representations from Sydenham Maintenance Centre (XPT Maintenance for Sydney Trains) requesting the installation of 'No Parking' restrictions in Way Street, Tempe west of Toyer Street on the southern side approach to the rail overbridge to their Centre. They raised concerns that when cars are parked on both sides of Way Street at the overbridge approach it is very difficult for trucks to enter their facility. An investigation revealed that current parking signage is not in accordance with Council records after recent

redevelopment of the adjacent property No.22 Way Street and that if signage is relocated correctly and inclusive of statutory requirements the requested 'No Parking' restrictions would be unnecessary.

### **Officer's Recommendation**

THAT:

1. The request for 'No Parking' restrictions on the south side of Way Street, between Toyer Street and the rail overbridge not be acceded to;
2. The 'No Parking 8:30am-4pm Mon-Fri' restrictions sign on the north side of Way Street, Tempe outside No22D Way Street be relocated a further 6 metres east (to the driveway of No.22C Way Street);
3. A 'No Stopping' zone on the north side of Way Street 10 metres east of Hillcrest Lane be approved (in accordance with the Road Rules);
4. A statutory 10m 'No Stopping' zone be signposted on the northern side of Way Street west of Hillcrest Lane (to the bridge approach) be approved; and
5. Council Parking Officers be notified of these changes.

### **DISCUSSION**

The Committee members agreed with the Officer's recommendation.

### **COMMITTEE RECOMMENDATION**

THAT:

1. **The request for 'No Parking' restrictions on the south side of Way Street, between Toyer Street and the rail overbridge not be acceded to;**
2. **The 'No Parking 8:30am-4pm Mon-Fri' restrictions sign on the north side of Way Street, Tempe outside No22D Way Street be relocated a further 6 metres east (to the driveway of No.22C Way Street);**
3. **A 'No Stopping' zone on the north side of Way Street 10 metres east of Hillcrest Lane be approved (in accordance with the Road Rules);**
4. **A statutory 10m 'No Stopping' zone be signposted on the northern side of Way Street west of Hillcrest Lane (to the bridge approach) be approved; and**
5. **Council Parking Officers be notified of these changes.**

**For motion: Unanimous**

**LTC0221 Item 4 Step 1 Public Domain Works. 3-7 & 13-17 Regent Street, RSL Relocation 287-309 Trafalgar Street & 16-20 Fisher Street, Petersham-DA201800173 (Stanmore Ward-Damun/Newton Electorate/Inner West PAC)**

**SUMMARY**

Development is currently being undertaken or will be undertaken under approved DA 201800173 on a comprised 3 site development namely 3-7 Regent Street, 13-17 Regent Street, and 287-309 Trafalgar Street, & 16-20 Fisher Street, Petersham.

The Petersham RSL is being relocated from 3-7 Regent Street to 287-309 Trafalgar Street & 16-20 Fisher Street.

This report deals and details proposed on road tree planter boxing, traffic/parking control measures and kerb-extension in Regent Street as part of Step 1 of the Public Domain Works, as required to be carried out under condition of Development Consent.

Committee approval is sought on the Public Domain Works in Regent Street, Petersham, as shown on plan **Attachments 2** (SK101 version F) and plan **Attachment 3** (SK102 version B).

**Officer's Recommendation**

THAT:

1. The detailed proposed on road tree planter boxing, traffic/parking control measures and kerb extension in Regent Street, Petersham for the Public Domain works for DA 201800173, as shown on the plans attached SK101 version F and SK102 version B, be APPROVED; and
2. Bay lines be further added to plan SK101 version F in the control of parking between the on-road planter boxes.

**DISCUSSION**

The Committee members agreed with the Officer's recommendation.

**COMMITTEE RECOMMENDATION**

THAT:

1. The detailed proposed on road tree planter boxing, traffic/parking control measures and kerb extension in Regent Street, Petersham for the Public Domain works for DA 201800173, as shown on the plans attached SK101 version F and SK102 version B, be APPROVED; and
2. Bay lines be further added to plan SK101 version F in the control of parking between the on-road planter boxes.

**For motion: Unanimous**



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**LTC0221 Item 5 James Lane, Balmain East - Proposed Truck Ban (Baludarri-Balmain Ward/Balmain Electorate/Leichhardt PAC)**

**SUMMARY**

Council has received concerns from residents regarding heavy vehicles using James Lane (north of Darling Street) and subsequently causing property damage in James Lane, Balmain East.

**Officer's Recommendation**

THAT the proposed truck ban in James Lane, Balmain East be approved.

**DISCUSSION**

TfNSW sought confirmation regarding the type of damage experienced in James Lane. Council Officers stated that damage was to property and road due to heavy vehicles. TfNSW confirmed that a TMP is not required in this instance, as per the Guide to Delegation to Councils.

The Committee members agreed with the Officer's recommendation.

**COMMITTEE RECOMMENDATION**

**THAT the proposed truck ban in James Lane, Balmain East be approved.**

**For motion:** Unanimous

**LTC0221 Item 6 Cahill Street, Annandale - Proposed 'No Parking' restrictions (Gulgadya-Leichhardt Ward/Balmain Electorate/Leichhardt PAC)**

**SUMMARY**

Council has received concerns from a business on Cahill Street, Annandale regarding vehicles parking on the southern side of Cahill Street and subsequently obstructing driveway access for properties 16-18 Cahill Street, Annandale.

**Officer's Recommendation**

THAT:

1. A 28.8m 'No Parking' zone be installed on the southern side of Cahill Street, Annandale extending west from the dead-end;
2. A 36.8m 'No Parking' zone be installed on the northern side of Cahill Street, Annandale extending west from the dead-end; and
3. A 9m 'No Parking' zone be installed across the dead-end of Cahill Street, Annandale.

**DISCUSSION**

Clr Macri asked for clarity regarding community consultation on this proposal. Council Officers advised that following initial discussions with resident/businesses regarding

formalising 'No Parking' restrictions in Cahill Street, Annandale, Council received a petition from 7 properties (14 signatures) outlining where 'No Parking' restrictions were required in the street. This feedback was incorporated into the consulted proposal. One response was received from the head petitioner, in support of the proposal.

The Committee members agreed with the Officer's recommendation.

#### **COMMITTEE RECOMMENDATION**

**THAT:**

1. **A 28.8m 'No Parking' zone be installed on the southern side of Cahill Street, Annandale extending west from the dead-end;**
2. **A 36.8m 'No Parking' zone be installed on the northern side of Cahill Street, Annandale extending west from the dead-end; and**
3. **A 9m 'No Parking' zone be installed across the dead-end of Cahill Street, Annandale.**

**For motion:** Unanimous

#### **LTC0221 Item 7 Minor Traffic Facilities (Stanmore-Damun Ward/Inner West PAC)**

##### **SUMMARY**

This report considers minor traffic facility applications received by Inner West.

##### **Officer's Recommendation**

That the 'Disabled Parking' zone be removed in front of No.11 Bruce Street on the eastern side of Bruce Street, Stanmore.

##### **DISCUSSION**

The Committee members agreed with the Officer's recommendation.

#### **COMMITTEE RECOMMENDATION**

**That the 'Disabled Parking' zone be removed in front of No.11 Bruce Street on the eastern side of Bruce Street, Stanmore.**

**For motion:** Unanimous

#### **LTC0221 Item 8 Local Traffic Committee Schedule for 2021 - Revised**

##### **SUMMARY**

The proposed revised schedule of the Local Traffic Committee meetings has been prepared for the 2021 calendar year. It is recommended that the proposed meeting schedule be received and noted.

### **Officer's Recommendation**

THAT the proposed revised schedule of meetings of the Local Traffic Committee for the 2021 calendar year be received and noted.

### **DISCUSSION**

The Committee members agreed with the Officer's recommendation.

### **COMMITTEE RECOMMENDATION**

THAT the proposed revised schedule of meetings of the Local Traffic Committee for the 2021 calendar year be received and noted.

For motion: Unanimous

**LTC0221 Item 9 Unnamed Lane (rear of 168 Norton Street) between Carlisle Street and Macauley Street, Leichhardt - Road Occupancy (Gulgadga - Leichhardt/ Balmain Electorate/ Leichhardt PAC)**

### **SUMMARY**

Council has received an application from Growth Built Pty Ltd for approval of a temporary full road closure of the Unnamed Lane (rear of 168 Norton Street), between Carlisle Street and Macauley Street, Leichhardt from 01 May 2021 to 19 May 2021, between 7:00am-5:00pm Monday to Friday and 8:00am-1:00pm Saturday (with a contingency period of two weeks) for public domain works at 168 Norton Street, Leichhardt.

### **Officer's Recommendation**

THAT the proposed temporary full road closure of Unnamed Lane, between Carlisle Street and Macauley Street, Leichhardt from 01 May 2021 to 19 May 2021, between 7:00am-5:00pm Monday to Friday and 8:00am-1:00pm Saturday (with a contingency period of two weeks) be approved for public domain works at 168 Norton Street, Leichhardt subject to, but not limited to, the following conditions:

1. A Traffic Management Plan (TMP) for the attached Traffic Control Plan (TCP) be submitted to TfNSW prior to the start of works;
2. A Road Occupancy License be obtained by the applicant from the Transport Management Centre;
3. All affected residents and businesses, including the WestConnex, NSW Police Area Command, Fire & Rescue NSW and the NSW Ambulance Services be notified in writing, by the applicant, of the proposed temporary full road closure at least 7 days in advance of the closure with the applicant making reasonable provision for stakeholders; and
4. The occupation of the road carriageway must not occur until the road has been physically closed.

### **DISCUSSION**

The Committee members agreed with the Officer's recommendation.

## **COMMITTEE RECOMMENDATION**

THAT the proposed temporary full road closure of Unnamed Lane, between Carlisle Street and Macauley Street, Leichhardt from 01 May 2021 to 19 May 2021, between 7:00am-5:00pm Monday to Friday and 8:00am-1:00pm Saturday (with a contingency period of two weeks) be approved for public domain works at 168 Norton Street, Leichhardt subject to, but not limited to, the following conditions:

1. A Traffic Management Plan (TMP) for the attached Traffic Control Plan (TCP) be submitted to TfNSW prior to the start of works;
2. A Road Occupancy License be obtained by the applicant from the Transport Management Centre;
3. All affected residents and businesses, including the WestConnex, NSW Police Area Command, Fire & Rescue NSW and the NSW Ambulance Services be notified in writing, by the applicant, of the proposed temporary full road closure at least 7 days in advance of the closure with the applicant making reasonable provision for stakeholders; and
4. The occupation of the road carriageway must not occur until the road has been physically closed.

For motion: Unanimous

**LTC0221 Item 10 Proposed Garden Beds and Speed Humps - Catherine Street, Leichhardt (Gulgadya-Leichhardt Ward/ Balmain Electorate/ Leichhardt PAC)**

## **SUMMARY**

Council has finalised a design plan for the proposed replacement of two (2) garden beds and three (3) speed humps on Catherine Street, Leichhardt.

## **Officer's Recommendation**

THAT the detailed design plan (Design Plan No.1004) for the proposed installation of garden beds and speed humps on Catherine Street, Leichhardt be approved.

## **DISCUSSION**

The IWBC representative commented on the placement of the speed humps at the centre of the travel lane, stating that a bypass around the speed humps would create a smooth transition for cyclists. The representative stated that a Watts profile speed hump would also create a smoother transition for cyclists. The representative also requested 'Watch for Cyclists' or BMUFL signs and a 40km/h speed limit in Catherine Street.

Council Officers advised that the preference in recent years is to install speed cushions centrally within the travel lanes to limit noise for adjacent residents when vehicles pass over, particularly trucks and buses. Speed cushions are constructed exactly in the centre of the travel lanes to prevent vehicles avoiding the devices entirely. Council Officers also advised that Council is pursuing 40km/h speed limits on local roads such as Catherine Street as per Council's Integrated Transport Strategy.

The Committee members agreed with the Officer's recommendation.

### **COMMITTEE RECOMMENDATION**

**THAT the detailed design plan (Design Plan No.1004) for the proposed installation of garden beds and speed humps on Catherine Street, Leichhardt be approved.**

**For motion:** Unanimous

**LTC0221 Item 11 Darling Street between Mort Street and Curtis Road, Balmain - Road occupancy - ANZAC Day Dawn Service (Baludarri - Balmain Ward/ Balmain Electorate/ Leichhardt PAC)**

### **SUMMARY**

In preparation to mark the ANZAC Day Dawn Service 2021 on Sunday, 25 April 2021, Inner West Council is organising the ANZAC Day dawn Service at the Loyalty Square War Memorial, Balmain. To facilitate the event, it is proposed to close Darling Street between Mort Street and Curtis Road between 2:30am and 9:30am.

### **Officer's Recommendation**

**THAT the temporary road closure of Darling Street (Mort Street to Curtis Road), Balmain on Sunday, 25 April 2021 between 2.30am – 9.30am be supported, subject to the following conditions:**

1. Latest government and health advice on Covid-19 is followed at the time of the event including gatherings and/or social distancing restrictions;
2. All affected residents and businesses, including the NSW Police Local Area Commander, Fire & Rescue NSW and NSW Ambulance Services be notified in writing, by the applicant, of the proposed temporary road closure at least 14 days in advance of the closure with the applicant making reasonable provision for stakeholders;
3. That an unencumbered passage minimum 3.0m wide be available for emergency vehicles through the closed section of Darling Street, Balmain; and
4. The occupation of the road carriageway must not occur until the road has been physically closed; and

### **DISCUSSION**

It was noted that this is a Class 2 Event.

The TfNSW representative requested that the TMP, Public Liability Insurance and Risk Assessment be provided to TfNSW for approval.

The Committee members agreed with the Officer's recommendation.

### **COMMITTEE RECOMMENDATION**

**THAT the temporary road closure of Darling Street (Mort Street to Curtis Road), Balmain on Sunday, 25 April 2021 between 2.30am – 9.30am be supported, subject to the following conditions:**



1. Latest government and health advice on Covid-19 is followed at the time of the event including gatherings and/or social distancing restrictions;
2. All affected residents and businesses, including the NSW Police Local Area Commander, Fire & Rescue NSW and NSW Ambulance Services be notified in writing, by the applicant, of the proposed temporary road closure at least 14 days in advance of the closure with the applicant making reasonable provision for stakeholders;
3. That an unencumbered passage minimum 3.0m wide be available for emergency vehicles through the closed section of Darling Street, Balmain; and
4. The occupation of the road carriageway must not occur until the road has been physically closed.

For motion: Unanimous

### **General Business**

#### **LTC0221 Item 12 One way proposal for Warren Road, Marrickville**

Clr Macri communicated the frustration of the Warren Road residents at the delay in progressing the proposed one way movement in the street. Council Officers will follow up on this matter with the TfNSW 'Developer Works' team.

#### **LTC0221 Item 13 Timed parking proposal for Princes Highway**

Clr Macri sought clarity on the timing of community consultation regarding the timed parking proposal for Princes Highway. The TfNSW representative stated that they are aiming to have consultation letters issued at the end of March 2021.

#### **LTC0221 Item 14 'No Left Turn' into Victoria Road from Moodie Street, Rozelle**

A request was received to retain the 'No Left Turn' restriction into Victoria Road from Moodie Street, Rozelle after the WestConnex stormwater upgrade works are completed. Residents of Moodie Street wish to maintain the benefits brought by the temporary left turn ban which occurred during the stormwater upgrade works, including reduced traffic in the street and improved road safety. Council officers have advised the following:

- The current road closure of Moodie Street is in place temporarily to facilitate work associated with WestConnex and is one of many temporary traffic disruptions being progressively experienced by the local community as these and other State Government works progress.
- Moodie Street is a local collector street which provides an important traffic function for the precinct and as such, consideration of permanent changes to the road environment would be subject to investigation in a Local Area Traffic Management (LATM) Study.
- LATM studies consider traffic volumes, speeds, accessibility needs and accidents in streets within a precinct. This done as traffic devices are not normally installed in isolation but rather installed as part of area wide scheme, as one treatment on one street would result in traffic diverted to other areas. Council has an active schedule of Local Area Traffic Management (LATM) studies and undertakes studies based on

priority and funding allocation.

- It is also expected that traffic patterns in the vicinity of Victoria Road will change substantially once the toll-free Iron Cove Link is finalised and as motorists adapt to this new route which bypasses Victoria Road. Due to these changing patterns of traffic and the current important traffic function of Moodie Street, it is premature to consider permanent changes to the local road network.
- Council officers will continue to monitor traffic conditions in the area as works progress.

## **LTC0221 Item 15 Motorbike parking in Lennox Street, Newtown**

A resident has requested up to one car space between 38-84 Lennox Street, Newtown be converted to motorbike parking, preferably for M3 permit holders. The resident stated that dedicated motorbike parking in the street would allow for the available parking space to be used more efficiently, improve road safety and encourage the use of more sustainable transport. Council officers will review this request.

## **LTC0221 Item 16 Lack of pedestrian crossing facilities on Darley Road, Leichhardt**

Residents have made representations to Council regarding concerns with the lack of pedestrian crossing facilities on Darley Road, Leichhardt near the Hawthorne Light Rail Station. The TfNSW representative stated that:

- TfNSW has previously investigated treatments to improve safety and amenity at this location; however, a sufficient crossing facility could not be provided without civil works and significant cost.
- TfNSW (then RMS) has previously placed a submission for funding under multiple programs to design and build a wider refuge outside the Hawthorne Light Rail stop. The refuge as well as some associated works, is intended to improve pedestrian accessibility and amenity, by providing a safer crossing over Darley Road, suitable for prams, wheelchairs and dogs on leashes as well as some other improvements to help slow motorists at the location.
- However, despite multiple nominations, TfNSW has not been successful in gaining funding for this project.
- TfNSW will continue to submit this project for funding consideration under upcoming programs.

## **LTC0221 Item 17 Traffic calming for Wardell Road, Dulwich Hill**

A resident requested traffic calming devices to be installed on Wardell Road, Dulwich Hill to slow traffic travelling north towards Pile Street. The resident has observed vehicles dangerously speeding past parked vehicles as the road bends. Council officers will review this request.

## **LTC0221 Item 18 Sightlines at the intersection of Junction Road and Prospect Road, Summer Hill**

Concerns have been raised that despite a 'No Stopping' zone on Prospect Road, vehicles parked on Prospect Road, near the intersection of Junction Road, obstruct sightlines for vehicles exiting Junction Road. Council officers will review this request.

This concluded the business of the meeting.

**Item No:** C0321(2) Item 6

**Subject:** NATIONAL GENERAL ASSEMBLY OF LOCAL GOVERNMENT 2021

**Prepared By:** Katherine Paixao - Acting Governance Manager

**Authorised By:** Brian Barrett - Acting General Manager

## RECOMMENDATION

**THAT Council give consideration to Councillors attending the National General Assembly of Local Government 2021.**

## DISCUSSION

At the 9 February 2021 Council meeting, it was resolved:

*THAT Council defer this item to the March 2021 Ordinary Council meeting to seek clarification from Australian Local Government Association (ALGA) about the arrangements for remote participation and Covid-19 restrictions at the 2021 conference.*

Council officers contacted Australian Local Government Association (ALGA) to seek clarification on whether Councillors could attend remotely or face to face.

The response from ALGA was that Councillors could attend face to face and they were still looking at on-line options but would prefer for everyone to attend in person.

The National General Assembly of Local Government 2021 will be held in Canberra from 20-23 June 2021. The purpose of the General Assembly is to bring together councils from around Australia to discuss, debate and adopt motions of national significance. The cost for registration, travel and accommodation for the General Assembly will be approximately \$2000 per Councillor. Funds are available in the Councillors Conference and Training Budget to cover these expenses.

The National General Assembly is an important opportunity for councils to influence the national policy agenda. The primary focus of all motions should be to strengthen the capacity of local government to provide services and infrastructure in Australia. To be eligible for inclusion in the Business Papers, and subsequent debate on the floor, motions must meet the following criteria;

- Be relevant to the work of local government nationally;
- Be consistent with the theme of 'Working Together for our Communities';
- Complement or build on the policy objectives of your state and territory local government association;
- Propose a clear action and outcome; and
- Not be advanced on behalf of external third parties that may seek to use the NGA to apply pressure to Board members or to gain national political exposure for positions that are not directly relevant to the work of, or in the national interests of, local government.

Motions must be adopted by the Ordinary Council Meeting on 9 March to meet the Conference deadline of 26 March. To assist councils to identify motions that address the 2021 theme, 'Working Together for our Communities', the Australian Local Government Association Secretariat has prepared a short discussion paper shown as Attachment 1.

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## FINANCIAL IMPLICATIONS

Nil.

## ATTACHMENTS

1. [Download](#) National General Assembly Discussion Paper 2021



Item 6

## Call for Motions

**20 - 23 June 2021**

National Convention Centre Canberra



Attachment 1



## KEY DATES

16 November 2020  
Opening of Call for Motions

26 March 2021  
Acceptance of Motions Close

20 - 23 June 2021  
National General Assembly

To submit your motion go to:  
[alga.asn.au](http://alga.asn.au)

## SUBMITTING MOTIONS

The National General Assembly of Local Government (NGA) is an important opportunity for you and your council to influence the national policy agenda.

The 2020 NGA "Working Together for Our Communities" was unfortunately cancelled due to COVID-19 but the ALGA Board has decided to retain the theme and emphasise the importance of partnerships to building and maintaining resilience in our councils and our communities.

To assist you to identify motions that address the theme of the 2021 NGA, the Australian Local Government Association (ALGA) Secretariat has prepared this short discussion paper. You are encouraged to read all the sections of the paper but are not expected to respond to every question. Your motion/s can address one or more of the issues identified in the discussion paper.

Remember that the focus of the NGA is on partnerships, working together, and resilience so your questions could focus on how local governments can work in partnership with the Australian Government to address the challenges our communities face, or the opportunities that are arising to build back better.

### Criteria for motions

To be eligible for inclusion in the NGA Business Papers, and subsequent debate on the floor of the NGA, motions must meet the following criteria:

1. be relevant to the work of local government nationally;
2. not be focussed on a specific location or region – unless the project has national implications. You will be asked to justify why your motion has strategic national importance and should be discussed at a national conference;
3. be consistent with the themes of the NGA;
4. complement or build on the policy objectives of your state and territory local government association;
5. be submitted by a council which is a financial member of their state or territory local government association;
6. propose a clear action and outcome i.e. call on the Australian Government to do something;
7. be a new motion that has not already been debated at an NGA in the preceding two years; and
8. not be advanced on behalf of external third parties that may seek to use the NGA to apply pressure to Board members, or to gain national political exposure for positions that are not directly relevant to the work of, or in the national interests of, local government.

## OTHER THINGS TO CONSIDER

Motions should generally be in a form that seeks the NGA's support for a particular action or policy change at the Federal level which will assist local governments to meet local community needs. Motions should commence as follows: This National General Assembly calls on the Australian Government to restore funding for local government Financial Assistance Grants to a level equal to at least 1% of Commonwealth taxation revenue.

To ensure efficient and effective debate where there are numerous motions on a similar issue, the ALGA Board NGA Subcommittee will group the motions together under an overarching strategic motion. The strategic motions have either been drafted by ALGA or are based on a motion submitted by a council which best summarises the subject matter. Debate will focus on the strategic motions. Associated sub-motions will be debated by exception only.

Motions should be lodged electronically using the online form available on the NGA website at: [www.alga.asn.au](http://www.alga.asn.au). All motions require, among other things, a contact officer, a clear national objective, a summary of the key arguments in support of the motion, and the endorsement of your council. Motions should be received no later than 11:59pm AEST on Friday 26 March 2021.

Please note that for every motion it is important to complete the background section on the form. The background section helps all delegates, including those with no previous knowledge of the issue, in their consideration of the motion. There is a word limit of 150 for the motion and 200 for the national objective and 300 for the key arguments.

All motions submitted will be reviewed by the ALGA Board's NGA Sub-Committee, as well as by state and territory local government associations to determine their eligibility for inclusion in the NGA Business Papers. When reviewing motions, the Sub-Committee considers the importance and relevance of the issue to local government and whether the motions meet all the criteria detailed above.

Please note that motions should not be prescriptive in directing how the matter should be pursued.

With the agreement of the relevant council, motions may be edited before inclusion in the NGA Business Papers to ensure consistency. If there are any questions about the substance or intent of a motion, the ALGA Secretariat will raise these with the nominated contact officer.

Any motion deemed to be primarily concerned with local, state or territory issues will be referred to the relevant state or territory local government association and will not be included in the NGA Business Papers.

There is an expectation that any council that submits a motion will be present at the National General Assembly to move and speak to the motion.

## INTRODUCTION

2020 has been a year like no other. A year that many individuals and organisations, including councils, would wish to forget. While the drought lessened its hold on parts of the country to be replaced by floods, more than 110 local government areas were severely impacted by the Black Summer (2019-20) bushfires - and no one was spared the effects of the battle against COVID-19. The 2020-21 storm and fire season may add to the sense that it was a year of disasters.

Friedrich Nietzsche said: "That which does not kill us, makes us stronger." So how can councils become stronger after 2020? How can we ensure that our communities are stronger and more resilient? How do we work together and with our partners to ensure that we build back better from the series of unprecedented events that have marked 2020?

## COUNCIL RESILIENCE

In the first quarter of 2020, state and territory Governments closed facilities where people gathered in numbers to reduce the probability that hospitals would be overwhelmed by a rise in COVID-19 cases. This included a substantial number of council owned and operated revenue generating facilities which had flow-on effects for other revenue- generating enterprises such as paid parking. Major funding gaps rapidly emerged in many councils that typically generated significant amounts of own revenue.

Councils that cannot generate significant amounts of the own revenue are typically dependent on grant funding from other levels of government, including Financial Assistance Grants from the Australian Government. These councils tend to service rural, regional and remote communities that are often large in area but small in terms of population. The capacity of these councils to deliver all their required services and infrastructure can be severely strained at any time.

With local government funding under pressure across the nation, and other levels of government facing fiscal constraints, councils may need to do more with less in the near term and be innovative with both budgeting, service delivery, balancing competing demands and longer term financial planning. Services may need to be scaled down or delivered in innovative ways. Asset management and maintenance programs may need to be varied. Working collaboratively with neighbouring councils or forming alliances may be a way of achieving efficiencies and enhancing service delivery along with fostering innovation, cutting red tape, and working in partnership with third parties may be others.

Digital service delivery and working from home - adopted during the height of the pandemic - may become the new norm. This may increase opportunities for councils to innovate, work together and share resources, and fill long term skill gaps. New challenges may emerge including how staff are supported and how productivity, collaboration and motivation maintained. There may be significant consequences for local democracy and council's ability to engage authentically with their communities. Digital transformation and technology modernisation will be essential for some councils. Even already well-established adopters of digital technology may need to rethink their approach.



*Can the Australian Government assist councils with efficiency measures that reduce the cost of services without a major change in service levels experienced by the community?*

*What opportunities are available to enhance the adaptive capacity of councils and its potential to 'weather the storm' through innovation and creativity? How can the Australian Government assist?*

*Apart from Financial Assistance Grants, how can the Australian Government assist councils to become more financially sustainable and able to better meet the needs of their communities? Are there new partnership programs or policy changes the Government*



## COMMUNITY RESILIENCE

Community resilience is the capacity of communities to respond to, withstand, and recover from adverse situations including natural disasters, persistent drought, pandemics, fluctuations in global trade, recession, and a rise in inequality. In some circumstances in response to these pressures and stresses, local communities are not able to recover to their previous state. Instead they need to adapt to cope with long term stresses. But ideally, we want all communities to not only survive but thrive.

Local governments play a critical role in building resilient and sustainable communities and helping to buffer people and places against social, economic, and environmental disruptions and overcome adversity. One critical area is through the provision of resilient infrastructure. Councils' infrastructure should meet the community's current and future demand, be built to contemporary standards, be affordable for both the council and the user, and be reliable with appropriate asset management practices in place to ensure maximum return on investment.

In addition to physical infrastructure, social infrastructure is also vital for resilience. Social infrastructure is broader than just buildings, it includes the individuals and groups, places, and institutions, including councils, that foster community cohesion and social support. Communities and individuals with good social networks and connections demonstrate greater resilience.

The loneliness epidemic is challenging social resilience. Research produced before the coronavirus pandemic revealed that one in four adult Australians are experiencing loneliness with over half the nation reporting they feel lonely for at least one day each week. In addition to its impacts on community resilience, feeling lonely can pose a bigger risk for premature death than smoking or obesity and can be associated with depression, poorer cardiovascular health and, in old age, a faster rate of cognitive decline and dementia.

Communities that are more vulnerable to shocks and disasters are often reliant on only one industry, have minimal redundancy or no backups for essential services and infrastructure such as only one source of water, one powerline or one access road. They also often only have few voluntary or charitable organisations working in the community. Often community leadership is weak or fails to inspire, engage, and unleash the power of other leaders and critical social networks.

Community resilience cannot be built and then left to its own devices. It needs to be strengthened continuously, not just in times of crisis. It involves people getting together to create sustainable links within their community and the community and its leaders having the ability to learn from experience and improve over time.

*How can councils work in partnership with the other tiers of government to adopt a community development approach that builds resilience?*

*What are the best models available to councils to ensure that our communities thrive and focus on prevention and preparation rather than relief and recovery? How can the Australian Government partner with councils to ensure thriving communities?*

*What actions can councils take, in partnership with others including the Australian Government to promote community resilience and protect against external shocks such as industry closures or natural disasters? Are tools available to assist councils build community resilience or do we need new or different tools?*

## COLLABORATION AND PARTNERSHIPS

Creating a resilient community and ensuring a resilient and sustainable council requires partners. Councils can work with partners in different ways to find local solutions to local problems. They can partner with a wide range of organisations including other councils, other levels of government, the voluntary and community sector or business and research sector organisations. The aims of these partnerships are typically to improve services and deliver changes to benefit the local area.

Collaboration and partnerships with other councils and public or private organisations can also bring benefit from economies of scale in providing services or purchasing in bulk for example. Procurement partnerships have been a particularly successful example of this. Working in partnership can make a considerable contribution to efficiency improvements, such as through cost savings in back-office functions or sharing of plant and equipment.

Other benefits associated with partnerships and collaboration include opening the way for local communities to share ideas and connect with others. Partnerships enhance the ability of a council to access innovation, enhance skills development, work across council boundaries to address regional issues, and maximise competitive advantage in the delivery of major infrastructure projects.

Strategic collaboration is not just about savings and sharing resources. It is also about maximising capacity in addressing community expectations, or working with members of the community to overcome challenges and seize opportunities. For example, building and maintaining productive partnerships with Aboriginal and Torres Strait Islander people and communities is critical for councils committed to Closing the Gap and involving Aboriginal and Torres Strait Islander communities in decision-making and service development and delivery.

Collaboration and partnerships that work well are underpinned by good governance, an agreed purpose, and mutual benefit.

There is a long history of local government partnering with the Australian Government to deliver projects and programs that benefit local communities, achieve fairness and equity across the nation, and support local delivery of services and infrastructure. In the absence of constitutional change, how do we further build and strengthen this partnership with the Australian Government?

*How do we encourage and incentivise councils to embrace partnerships and collaborative arrangements more enthusiastically including those which seek to ensure the development of economic development supporting infrastructure?*

*What are the obstacles to working in partnership with other councils or organisations? Can the Australian Government help overcome these?*

*How do councils, together with their communities, work in partnership to build resilience and entrench it into everyday life?*





AUSTRALIAN  
**LOCAL GOVERNMENT**  
ASSOCIATION

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**Item No:** C0321(2) Item 7

**Subject:** PROPOSED LOCAL GOVERNMENT REMUNERATION TRIBUNAL  
SUBMISSION 2021

**Prepared By:** Katherine Paixao - Acting Governance Manager

**Authorised By:** Brian Barrett - Acting General Manager

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## RECOMMENDATION

**THAT Council endorse and submit the proposed Local Government Remuneration Tribunal Submission in Attachment 2 by 19 March 2021.**

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## DISCUSSION

The NSW Local Government Remuneration Tribunal recently invited submissions from individual councils in respect of categorisation, fees and any general matters as part of this review.

In 2020, the Remuneration Tribunal handed down its determination for Councillor Fees for the 2020/21 Financial Year. Given the economic and social circumstances at that time, the Tribunal had determined that there would be no increase in the minimum and maximum fees applicable to each existing category.

Last year, Council was successful in being re-categorised to a Metropolitan Large Council which resulted in an increase in Mayor and Councillor Fees for 2020/21.

The proposed submission to the Local Government Remuneration Tribunal can be found in Attachment 2 which calls for the tribunal to increase Councillor fees.

If Council wishes to proceed with the submission, Council officers will send the submission to the Tribunal by 19 March 2021.

## ATTACHMENTS

1. [Letter from Local Government Remuneration Tribunal - 2021 Annual Review](#)
2. [Proposed Submission to the Local Government Remuneration Tribunal 2021](#)



## Local Government Remuneration Tribunal

Ref: A4893986

To Mayors/General Managers

12 February 2021

Dear Mayor/General Manager

The Minister for Local Government, the Hon Shelley Hancock MP, has appointed me as the Local Government Remuneration Tribunal and Ms Kylie Yates as Assessor to the Tribunal commencing 16 December 2020. I can also advise that Mr Tim Hurst is continuing in his role as assessor.

The Tribunal has commenced its review for the 2021 annual determination. Pursuant to [s. 241](#) of the [Local Government Act 1993](#) (LG Act), the Tribunal is required to make an annual determination, by no later than 1 May 2021, on the fees payable to Councillors and Mayors to take effect from 1 July 2021.

### Fees

The Tribunal will review the minimum and maximum fee levels for each category.

### Categorisation

Each of the 128 councils is allocated into one of the following eleven categories:

#### Metropolitan

- Principal CBD
- Major CBD
- Metropolitan Large
- Metropolitan Medium
- Metropolitan Small

#### Non-metropolitan

- Major Regional City
- Major Strategic Area
- Regional Strategic Area
- Regional Centre
- Regional Rural
- Rural

The criteria for each of the categories are outlined on pages 20 to 23 of the [2020 determination](#).

The Tribunal is required to review the categories every three years. In 2020 the Tribunal undertook a review of the categories and allocation of councils into each of those categories as required under the LG Act. The process and outcome of the 2020 annual review is summarised below:

- the Tribunal examined a range of statistical and demographic data and considered the submissions of councils and Local Government NSW.

Level 4 255 George Street, Sydney NSW 2000 ■ GPO Box 3988, Sydney NSW 2001  
Tel: (02) 9272 6006 ■ [www.remtribunals.nsw.gov.au](http://www.remtribunals.nsw.gov.au)

- the Tribunal determined to retain a categorisation model which differentiates councils primarily based on their geographic location, and the other factors including population, the sphere of the council's economic influence and the degree of regional servicing.
- for the Metropolitan group the Tribunal determined to retain the existing categories and amended the population criteria applicable to Metropolitan Large and Metropolitan Medium.
- for the Non-Metropolitan group, the Tribunal determined to: create two new categories - Major Strategic Area and Regional Centre; rename one category - Regional City to Major Regional City; and revise the criteria for some of the existing categories to account for the new categories.

The Tribunal is only required to review the categories every three years and will next consider the model, the criteria applicable to each group and the allocation of councils in detail in 2023.

The Tribunal will however, as part of the 2021 review, consider any requests to review the categorisation of individual councils if there is a strong case to do so. Any requests for a review should be supported by evidence which would indicate that the council is more appropriately allocated to another category based on the criteria.

## Submissions

The Tribunal invites submissions from individual councils in respect of categorisation, fees and any general matters as part of this review. Any submission the Council may wish to make should be received by no later than **Friday 19 March 2021** and should be emailed to [Catherine.Barnes@psc.nsw.gov.au](mailto:Catherine.Barnes@psc.nsw.gov.au).

Please note that any material provided to the Tribunal may be made available under the [Government Information \(Public Access\) Act 2009](#).

As part of the annual review the Tribunal will seek to meet with Local Government NSW, as it does each year, to receive a sector wide view for local government in NSW.

If you require any further information please email [Catherine.Barnes@psc.nsw.gov.au](mailto:Catherine.Barnes@psc.nsw.gov.au) or telephone on 02 9272 6067.

Yours sincerely



Viv May PSM  
**Local Government Remuneration Tribunal**

## Proposed Submission to the Local Government Remuneration Tribunal 2021

The Inner West Council provides this submission in response to the letter from the Tribunal dated 12 February 2021 calling for submissions from individual councils on a review of fees.

Council wishes to thank the Local Government Remuneration Tribunal for changing Council's categorisation from Metropolitan Medium to Metropolitan Large in 2020. This change in categorisation was in recognition of the population growth, operating revenue as well as services provided to the local area and metropolitan Sydney.

### Mayor and Councillor fee increase

Council requests that the Tribunal increase fees by the allowable maximum of 2.5%. Council also reiterates the long-held view that fees for mayors and councillors are well behind acceptable levels, fail to recognise the work or workload of elected representatives and are inadequate to attract and retain individuals with the necessary skills and experience. They can also have the effect of inhibiting some members of the community from running for office, particularly parents of young children.

The Tribunal is urged to note the following:

- There is no explanation or formalised basis for determining fees as can be found in the public or private sector.
- Fees are not automatically adjusted for movements in recognised indices e.g. minimum wage movements, CPI etc.
- Fees are not expressed as a percentage of other accepted remuneration points e.g. average weekly earnings, a relevant award hourly rate, as a percentage of a State or Federal Member of Parliament's remuneration.
- Fees do not adequately reflect the expected number of hours that a Councillor might be required to work (easily identified by annual survey).
- There has been little account taken over time of the changing nature of work for Councillors and the increasing breadth and volume of work that Councillors undertake.
- There is no comparison made with remuneration levels of Councillors interstate.
- The level of remuneration does not permit Councillors to achieve work/life balance and attracts those who already have obtained a level of financial security.

While the Tribunal is restricted to a maximum allowable rate of 2.5% to align with the NSW Government's wages policy, Council believes that in the longer term there should be an increase greater than 2.5% to align with Councillor fees in other States (e.g. Victoria and Queensland) and to then adjust them annually.



Council also invites the Tribunal to make a recommendation to the NSW State Government for Councillor remuneration to include a component for superannuation equivalent to Superannuation Guarantee payments.

#### Conclusion

Inner West Council respectfully requests the Tribunal to increase the fees paid to mayors and councillors by no less than the maximum of 2.5% and to give further consideration to Councillors having eligibility for Superannuation Guarantee contributions or the equivalent.

The Tribunal is also encouraged to develop a robust system for setting fees for councillors and mayors that recognises the significant workload attached to these roles, is benchmarked in a more transparent manner and is one that will encourage participation by a cohort that is more representative of the community they serve and with skills and experience relevant to these important roles.

**Item No:** C0321(2) Item 8

**Subject:** INNER WEST COMMUNITY ENERGY PRACTITIONER NETWORK

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

**Authorised By:** Brian Barrett - Acting General Manager

## RECOMMENDATION

**THAT Council:**

1. **Receives and notes the inaugural Inner West Community Energy Practitioner Network meeting outcomes; and**
2. **Provides support to community energy groups through the actions under “Council’s role” in this report.**

## BACKGROUND

Community energy projects are a way to assist residents who are unable to install solar at home to benefit from, and invest in, renewable energy. Community energy is where community groups are involved in initiating, developing, producing, distributing, selling, and buying renewable energy assets and their output. Community energy projects are characterized by local individuals and stakeholders having ownership and decision-making power over, and benefiting directly from, the project. Community energy groups tend to have a social and environmental driver, as well as an economic one.

Council’s Climate and Renewables Strategy includes an action: *Establish an Inner West community energy practitioner network*. The purpose of the network is to connect local community energy groups with one another to share knowledge, tackle issues and foster the capabilities required to increase community energy in the Inner West.

Council convened the inaugural Community Energy Practitioner Network meeting on Thursday 28 January 2021 from 4.30pm – 6.30pm at the Marrickville Pavilion.

The aim of the first meeting was to facilitate a discussion between all active community energy groups and for Council to be better informed on how it can support the continued rollout of community energy in the Inner West, building on existing successful projects including:

- [Young Henry’s brewery Newtown](#), – Pingala Community Energy Co-operative
- [Sydney Buddhist Centre Newtown](#) – Pingala Community Energy Co-operative
- [Acre Eatery Camperdown](#) – Inner West Community Energy
- [Haystacks Solar Garden Riverina](#) - Pingala Community Energy Co-operative and Community Power Agency - promotion of opportunity to Inner West residents.

Representatives of the following groups attended the meeting:

- Pingala Community Energy Co-operative Ltd
- Inner West Community Energy Incorporated
- Clearsky Solar Investments Limited
- Community Power Agency Co-operative Limited
- Climate Change Balmain Rozelle Inc
- Enova Community Energy

The guest presenter was Felicity Stening, CEO of Enova Community Energy. Enova Energy are the electricity retailer partner for the Haystacks Solar Garden project. Inner West Council has been actively promoting the solar garden as a renewable energy investment opportunity for Inner West residents.

## DISCUSSION

The principle aim of the inaugural meeting was to facilitate discussion and networking between all active community energy groups and for Council to be better informed on how it can support the continued rollout of community energy in the Inner West.

The discussion focused on:

1. What are the successes and challenges with increasing community energy?
2. How best to accelerate community energy in the Inner West?
3. What are the roles of Council and community energy groups?

Participants reported strong community interest in investing in community energy projects, specifically due to the idea of retaining solar investment within the community. The community energy groups represented do not find raising capital investment for projects to be a challenge and projects are often over-subscribed. Groups that are facilitating installations on residential roofs reported that community members value the impartial, trusted advice from not-for-profit groups and that this point of difference over regular solar contractors is a key success factor.

The main challenges reported by community energy groups are:

- obtaining suitable community energy project host sites,
- covering recurring costs such as software licences and insurance,
- keeping a volunteer organisation energized and engaged,
- keeping up to date with industry developments,
- improving skills such as in online marketing and communication.

Note, finding host sites is challenging because host sites need to have substantial daytime energy consumption, a suitable roof that won't need replacing during the project duration (e.g. 15-20 years), and no plans to sell, relocate or renovate the building.

## Council's role

Council can most effectively support and facilitate the expansion of community energy in the Inner West through the following:

1. Council's Renewable Energy Innovation Officer will continue to convene the Inner West Community Energy Practitioners Network to facilitate knowledge sharing.
2. Council's delivery partner for the new *Solar Assessment for Business* service (EnergyAction) will provide information on community energy as a finance option to attract community energy project host sites.
3. Amend the Inner West Environment Grant guidelines to allow up to 15% of a grant to cover relevant project administration costs, such as subscription for online meetings, online project management software etc.
4. Council's Renewable Energy Innovation Officer will continue to raise the profile of community energy financing options through online communication and promotion.
5. A needs analysis will be conducted to identify relevant capacity building activities to:
  - a. facilitate at future Community Energy Practitioner Network meetings,

- b. deliver training, partnering, mentoring
  - c. provide referrals to existing external resources.
6. Staff will investigate options to support the national association conference - Coalition for Community Energy (C4CE)
7. Publicise to community energy groups existing resources available, for example, the fee waiver for community venue hire.

The next meeting will be scheduled in approximately 6-months' time, subject to availability of groups - August 2021.

## FINANCIAL IMPLICATIONS

The recommended actions can be accommodated within the existing Urban Sustainability budget

## ATTACHMENTS

Nil.

**Item No:** C0321(2) Item 9

**Subject:** INVESTMENT REPORT AS AT 31 JANUARY 2021.

**Prepared By:** Daryl Jackson - Chief Financial Officer

**Authorised By:** Brian Barrett - Acting General Manager

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## RECOMMENDATION

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

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## DISCUSSION

Council's holding in various investment categories are listed in the table below. Council's portfolio size is \$223.6m. All Socially Responsible Investments (SRI's) are investments that comply with the Non-Fossil Fuel standards. Council's annualised return continues to exceed the bank bill index benchmark. Council's portfolio had a return of 1.57%, above the UBSWA Bank Bill Index Benchmark (0.29%).

Changes in the value of our portfolio was due to investing interest received from our Members Equity Bank investment of \$2.9k.

The attachments to this report summarise all investments held by Council and interest returns for periods ending 31 January 2021.

The Current Market value is required to be accounted for. The Current Market Value is a likely outcome if Council were to consider recalling the investment prior to its due date.

All investments made for the month of January 2021 have been made in accordance with the Local Government Act, Local Government Regulations and the Inner West Council Investment Policy.



Current Breakdown				
ADI Lending Status *	Current Month (\$)		Previous Month (\$)	
Non Fossil Fuel Lending ADIs				
Bendigo and Adelaide Bank	9,600,000		9,600,000	
Credit Union Australia	2,000,000		2,000,000	
Emerald Reverse Mortgage 2006A	516,521		516,521	
Emerald Reverse Mortgage 2006B	1,000,000		1,000,000	
Heritage Bank	5,800,000		5,800,000	
Members Equity Bank	8,562,806		8,559,898	
Newcastle Permanent Building Society	1,700,000		1,700,000	
Suncorp Bank	21,750,000		21,750,000	
Suncorp Bank (Covered)	5,500,000		5,500,000	
Teachers Mutual Bank	4,000,000		4,000,000	
	60,429,327	27%	60,426,419	27%
Socially Responsible Investments				
Bank Australia (Sustainability)	6,000,000		6,000,000	
CBA (Climate)	18,200,000		18,200,000	
CBA (Green TD)	80,000,000		80,000,000	
National Australia Bank (Social)	7,444,000		7,444,000	
NSW T-Corp (Green)	5,000,000		5,000,000	
Westpac Group (Green TD)	46,500,000		46,500,000	
	163,144,000	73%	163,144,000	73%
	223,573,327		223,570,419	
* source: <a href="http://www.marketforces.org.au">http://www.marketforces.org.au</a>				
Percentages may not add up to 100% due to rounding				

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

## EXTERNAL / INTERNAL RESTRICTIONS

	January 21
External Restrictions	109,762,127
Internal Restrictions	113,811,200
<b>Total</b>	<b>223,573,327</b>

## ATTACHMENTS

1. [IWC Investment Report - January 2021](#)
2. [IWC Economic & Investment Portfolio Commentary January 2021](#)

# INNER WEST

## Investment Summary Report January 2021

## Inner West Council Executive Summary - January 2021

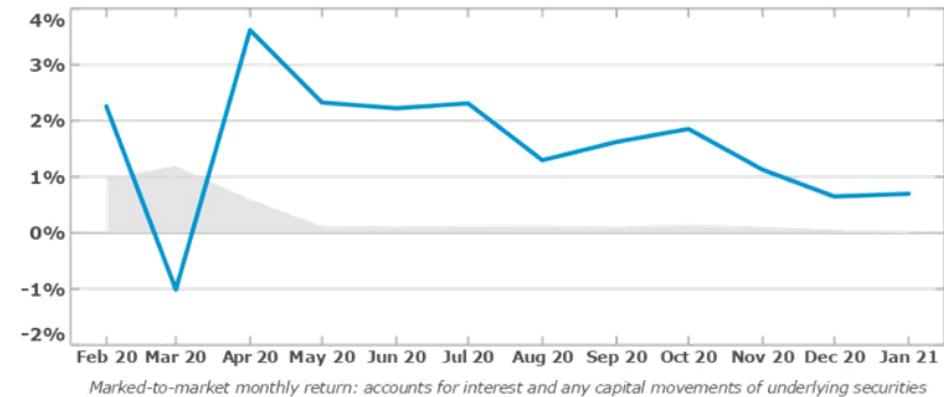


### Investment Holdings

By Product	Face Value (\$)	Current Value (\$)	Current Yield (%)
Bonds	32,444,000.00	34,686,685.59	3.2115
Cash	8,562,806.32	8,562,806.32	0.4000
Floating Rate Note	44,550,000.00	45,005,470.29	1.0187
Mortgage Backed Security	1,516,520.95	1,089,988.60	0.6660
Term Deposit	136,500,000.00	136,835,508.50	0.8221
	<b>223,573,327.27</b>	<b>226,180,459.30</b>	<b>1.1908</b>

Face Value = capital value to be repaid upon maturity  
Current Value = current market value + accrued interest  
Current Yield = weighted average interest rate

### Monthly Portfolio Return (%pa) based on Current Market Value of Securities

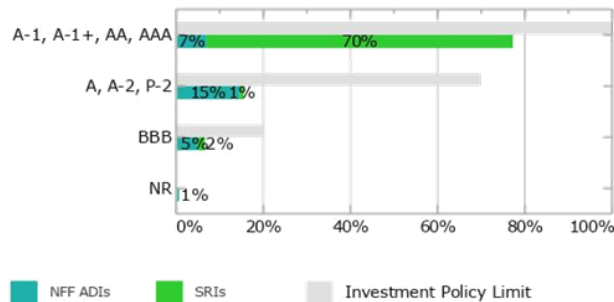


Portfolio Annualised Return

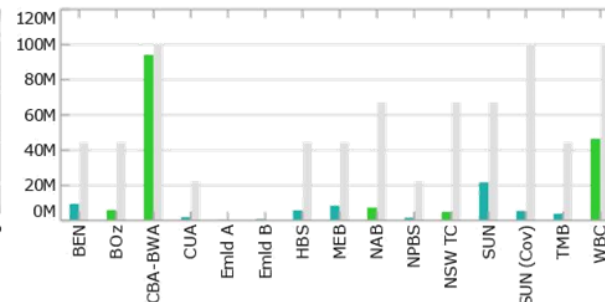
Bloomberg BB Index Annualised Return

### Investment Policy Compliance sorted by Socially Responsible Investments (SRIs) and non-Fossil Fuel (NFF) banks

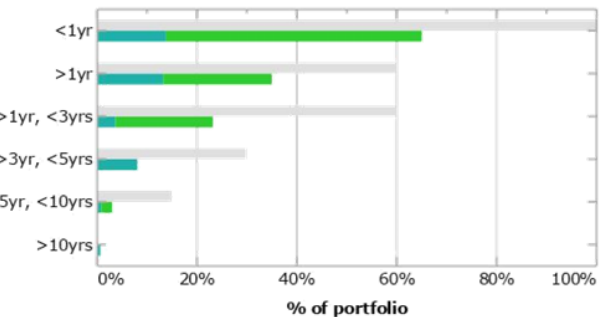
#### Total Credit Exposure



#### Individual Exposures



#### Term to Maturities

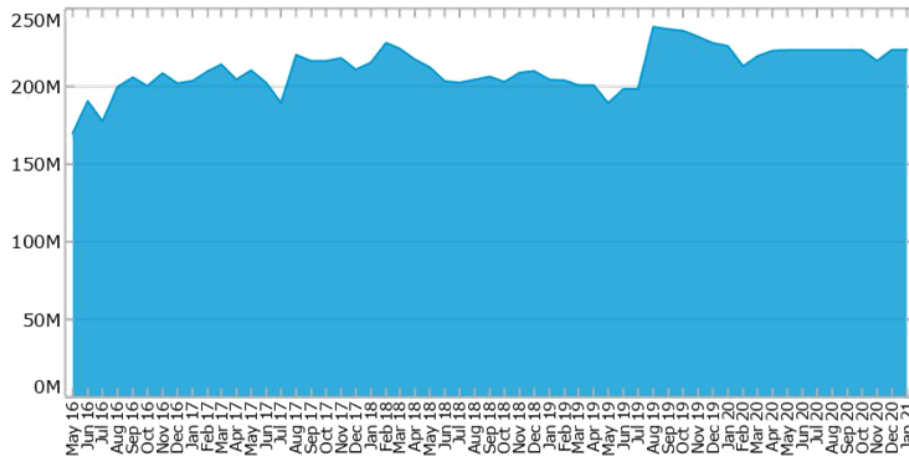


## Inner West Council

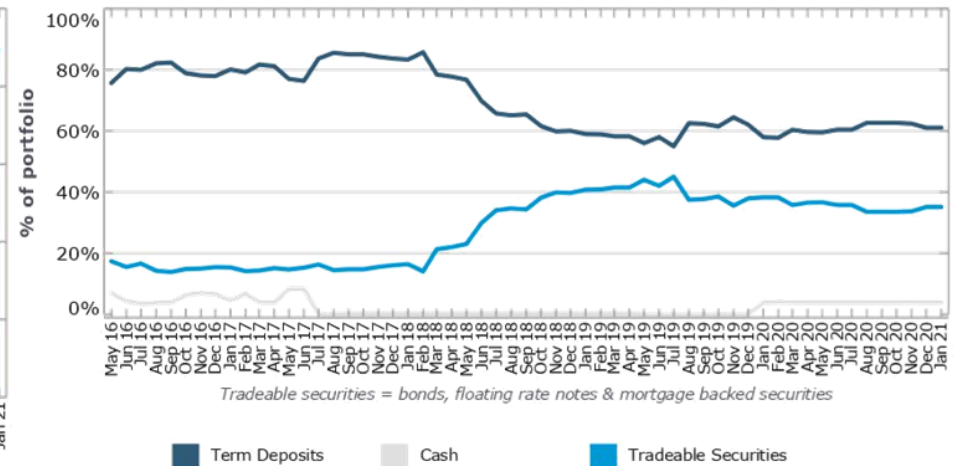
### Historical Graphs - January 2021



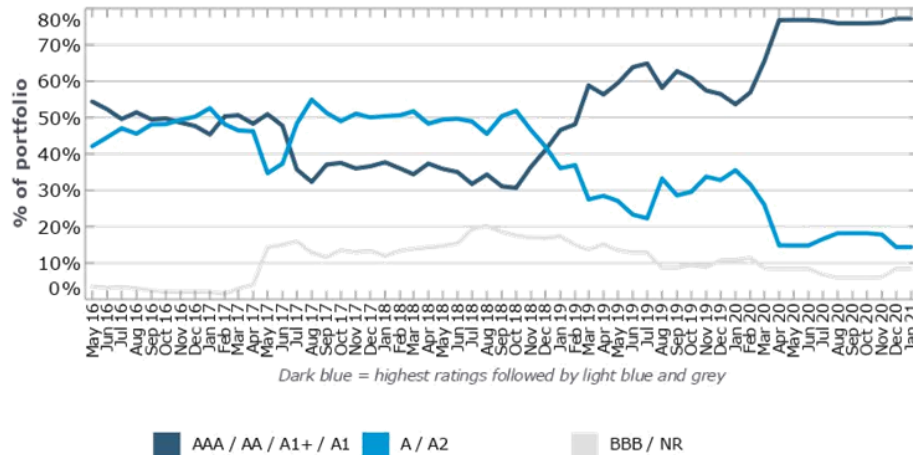
Month end investment balances since amalgamation



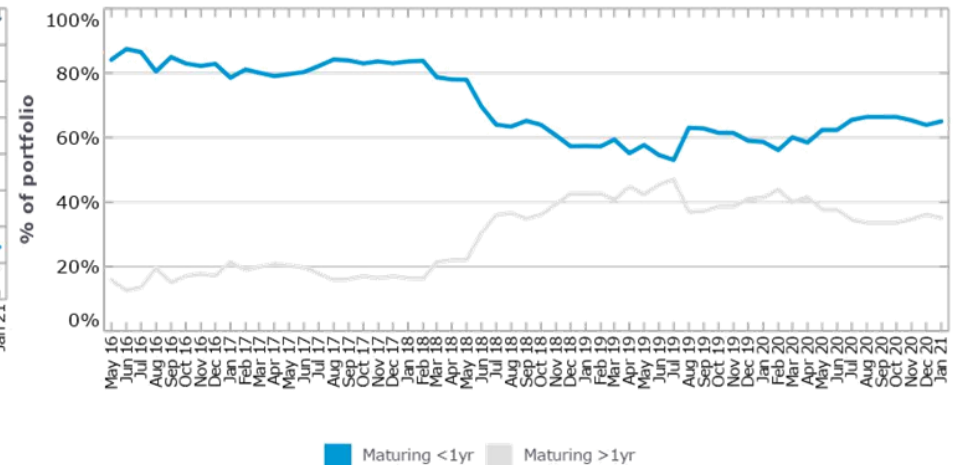
Composition of portfolio by asset type



Composition of portfolio by credit rating categories



Composition of portfolio by short (<1 yr) and long term (> 1 yr) holdings



## Inner West Council Investment Holdings Report - January 2021



### Cash Accounts

Face Value (\$)	Current Yield	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference
8,562,806.32	0.4000%	ME Bank	A-2	8,562,806.32	539404	
<b>8,562,806.32</b>	<b>0.4000%</b>			<b>8,562,806.32</b>		

### Term Deposits

Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
17-Feb-21	10,000,000.00	0.7000%	Suncorp Bank	A-1	10,000,000.00	31-Aug-20	10,029,534.25	540161	29,534.25	At Maturity	
24-Feb-21	10,000,000.00	0.7700%	Commonwealth Bank of Australia	A-1+	10,000,000.00	29-May-20	10,052,317.81	539859	52,317.81	At Maturity	Green
27-Apr-21	20,000,000.00	0.8100%	Commonwealth Bank of Australia	A-1+	20,000,000.00	29-Apr-20	20,123,386.30	539647	123,386.30	At Maturity	Green
21-May-21	9,000,000.00	1.4100%	Westpac Group	A-1+	9,000,000.00	21-Nov-19	9,024,336.99	538748	24,336.99	Quarterly	Green
15-Jun-21	20,000,000.00	0.6700%	Commonwealth Bank of Australia	A-1+	20,000,000.00	31-Aug-20	20,056,536.99	540164	56,536.99	At Maturity	Green
26-Jul-21	3,000,000.00	1.5800%	Westpac Group	A-1+	3,000,000.00	31-Jul-19	3,000,389.59	538346	389.59	Quarterly	Green
28-Sep-21	10,000,000.00	0.7000%	Commonwealth Bank of Australia	A-1+	10,000,000.00	30-Sep-20	10,023,780.82	540345	23,780.82	At Maturity	Green
27-Oct-21	7,500,000.00	0.5400%	Westpac Group	A-1+	7,500,000.00	30-Oct-20	7,500,332.88	540480	332.88	Quarterly	Green
24-Dec-21	13,000,000.00	0.4500%	Westpac Group	A-1+	13,000,000.00	24-Dec-20	13,006,250.68	540753	6,250.68	Quarterly	Green
25-Jan-22	20,000,000.00	0.4300%	Commonwealth Bank of Australia	A-1+	20,000,000.00	29-Jan-21	20,000,706.85	540914	706.85	At Maturity	Green
28-Jun-22	10,000,000.00	1.8700%	Westpac Group	AA-	10,000,000.00	28-Jun-19	10,017,419.18	538091	17,419.18	Quarterly	Green
25-Jul-22	4,000,000.00	1.5700%	Westpac Group	AA-	4,000,000.00	31-Jul-19	4,000,516.16	538347	516.16	Quarterly	Green
	<b>136,500,000.00</b>	<b>0.8221%</b>			<b>136,500,000.00</b>		<b>136,835,508.50</b>		<b>335,508.50</b>		

### Floating Rate Notes

Maturity Date	Face Value (\$)	Current Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Reference Date
29-Mar-21	5,800,000.00	1.2500%	HBS Snr FRN (Mar21) BBSW+1.23%	P-2	5,800,000.00	29-Mar-18	5,815,654.74	536454	6,753.42	29-Mar-21
2-Jul-21	4,000,000.00	1.3800%	TMB Snr FRN (Jul21) BBSW+1.37%	A-2	4,000,000.00	2-Jul-18	4,022,954.52	536788	4,234.52	6-Apr-21
30-Aug-21	2,000,000.00	1.3200%	BOz 'SRI' Snr FRN (Aug21) BBSW+1.30%	A-2	2,000,000.00	30-Aug-18	2,014,516.71	536986	4,556.71	26-Feb-21



## Inner West Council Investment Holdings Report - January 2021



### Floating Rate Notes

Maturity Date	Face Value (\$)	Current Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Reference Date
19-Jan-22	2,500,000.00	1.0219%	BEN Snr FRN (Jan22) BBSW+1.01%	A-2	2,500,000.00	19-Oct-18	2,520,609.91	537202	909.91	19-Apr-21
16-Aug-22	1,000,000.00	0.9900%	SUN Snr FRN (Aug22) BBSW+0.97%	A+	1,000,000.00	16-Aug-17	1,013,718.49	535607	2,088.49	16-Feb-21
16-Aug-22	4,000,000.00	0.9900%	SUN Snr FRN (Aug22) BBSW+0.97%	A+	4,037,600.00	31-Oct-18	4,054,873.97	537263	8,353.97	16-Feb-21
2-Dec-22	4,000,000.00	0.9184%	BOz 'SRI' Snr FRN (Dec22) BBSW+0.90%	BBB	4,000,000.00	2-Dec-19	4,013,419.44	538824	6,139.44	2-Mar-21
25-Jan-23	1,500,000.00	1.0603%	BEN Snr FRN (Jan23) BBSW+1.05%	BBB+	1,500,000.00	25-Jan-18	1,522,490.02	536141	305.02	27-Apr-21
6-Feb-23	1,700,000.00	1.4212%	NPBS Snr FRN (Feb23) BBSW+1.40%	BBB	1,700,000.00	6-Feb-18	1,733,944.78	536175	5,758.78	8-Feb-21
30-Jul-24	6,000,000.00	0.7900%	SUN Snr FRN (Jul24) BBSW+0.78%	A+	6,000,000.00	30-Jul-19	6,083,549.59	538330	389.59	30-Apr-21
30-Jul-24	750,000.00	0.7900%	SUN Snr FRN (Jul24) BBSW+0.78%	A+	749,182.50	1-Oct-19	760,443.70	538563	48.70	30-Apr-21
24-Oct-24	2,000,000.00	1.1303%	CUA Snr FRN (Oct24) BBSW+1.12%	BBB	2,000,000.00	24-Oct-19	2,035,733.54	538603	433.54	26-Apr-21
24-Apr-25	3,700,000.00	1.1303%	SUN Cov FRN (Apr25) BBSW+1.12%	AAA	3,700,000.00	27-Apr-20	3,802,922.05	539640	802.05	26-Apr-21
2-Dec-25	5,600,000.00	0.5384%	BEN Snr FRN (Dec25) BBSW+0.52%	BBB+	5,600,000.00	2-Dec-20	5,610,638.83	540602	5,038.83	2-Mar-21
<b>44,550,000.00</b>		<b>1.0187%</b>			<b>44,586,782.50</b>		<b>45,005,470.29</b>		<b>45,812.97</b>	

### Fixed Rate Bonds

Maturity Date	Face Value (\$)	Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Purchase Yield Reference
24-Mar-22	3,444,000.00	3.2500%	NAB 'Social' Snr Bond (Mar22) 3.25%	AA-	3,502,479.12	26-Jun-18	3,603,805.98	536771	40,195.86	3.0000%
24-Mar-22	4,000,000.00	3.2500%	NAB 'Social' Snr Bond (Mar22) 3.25%	AA-	4,066,280.00	1-Nov-18	4,185,605.08	537279	46,685.08	2.8400%
31-Mar-22	10,000,000.00	3.2500%	CBA 'Climate' Snr Bond (Mar22) 3.25%	AA-	10,088,200.00	28-Mar-18	10,463,614.29	536469	110,714.29	3.0348%
31-Mar-22	1,100,000.00	3.2500%	CBA 'Climate' Snr Bond (Mar22) 3.25%	AA-	1,111,198.00	22-May-18	1,150,997.57	536652	12,178.57	3.1115%
31-Mar-22	3,100,000.00	3.2500%	CBA 'Climate' Snr Bond (Mar22) 3.25%	AA-	3,143,462.00	13-Jun-18	3,243,720.43	536721	34,321.43	3.0592%
31-Mar-22	4,000,000.00	3.2500%	CBA 'Climate' Snr Bond (Mar22) 3.25%	AA-	4,083,240.00	31-Jul-18	4,185,445.71	536896	44,285.71	2.9908%
24-Aug-26	1,300,000.00	3.2500%	SUN Cov Bond (Aug26) 3.25%	AAA	1,427,881.00	30-Apr-20	1,472,261.38	539692	18,484.38	1.7000%
24-Aug-26	500,000.00	3.2500%	SUN Cov Bond (Aug26) 3.25%	AAA	549,310.00	5-May-20	566,254.38	539728	7,109.38	1.7000%

**Inner West Council**  
Investment Holdings Report - January 2021



**Fixed Rate Bonds**

Maturity Date	Face Value (\$)	Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Purchase Yield	Reference
15-Nov-28	5,000,000.00	3.0000%	NSWTC 'Green' Snr Bond (Nov28) 3.00%	AA+	5,000,000.00	15-Nov-18	5,814,980.77	537310	31,730.77	3.2350%	
<b>32,444,000.00</b>					<b>32,972,050.12</b>		<b>34,686,685.58</b>		<b>345,705.46</b>	<b>2.9634%</b>	

**Mortgage Backed Securities**

Maturity Date	Face Value (\$)	Current Coupon	Security Name	Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Reference
21-Aug-51	516,520.95	0.4682%	Emerald Reverse Mortgage (2006A)	NR	1,000,000.00	17-Jul-06	408,515.34	310321	463.79	
21-Aug-56	1,000,000.00	0.7682%	Emerald Reverse Mortgage (2006B)	NR	1,000,000.00	17-Jul-06	681,473.26	310334	1,473.26	
<b>1,516,520.95</b>					<b>2,000,000.00</b>		<b>1,089,988.60</b>		<b>1,937.05</b>	

**Inner West Council**  
Accrued Interest Report - January 2021



**Accrued Interest Report**

Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
<b>Bonds</b>									
NAB 'Social' Snr Bond (Mar22) 3.25%	536771		3,444,000.00	26-Jun-18	24-Mar-22		31	9,585.17	3.28%
NAB 'Social' Snr Bond (Mar22) 3.25%	537279		4,000,000.00	01-Nov-18	24-Mar-22		31	11,132.59	3.28%
CBA 'Climate' Snr Bond (Mar22) 3.25%	536469		10,000,000.00	29-Mar-18	31-Mar-22		31	27,678.58	3.26%
CBA 'Climate' Snr Bond (Mar22) 3.25%	536652		1,100,000.00	24-May-18	31-Mar-22		31	3,044.64	3.26%
CBA 'Climate' Snr Bond (Mar22) 3.25%	536721		3,100,000.00	13-Jun-18	31-Mar-22		31	8,580.36	3.26%
CBA 'Climate' Snr Bond (Mar22) 3.25%	536896		4,000,000.00	31-Jul-18	31-Mar-22		31	11,071.42	3.26%
SUN Cov Bond (Aug26) 3.25%	539692		1,300,000.00	30-Apr-20	24-Aug-26		31	3,559.11	3.22%
SUN Cov Bond (Aug26) 3.25%	539728		500,000.00	05-May-20	24-Aug-26		31	1,368.89	3.22%
NSWTC 'Green' Snr Bond (Nov28) 3.00%	537310		5,000,000.00	15-Nov-18	15-Nov-28		31	12,774.73	3.01%
<b>Bonds Total</b>								<b>88,795.49</b>	<b>3.22%</b>
<b>Cash</b>									
ME Bank	539404		8,562,806.32			2,907.13	31	2,907.96	.40%
<b>Cash Total</b>						<b>2,907.13</b>		<b>2,907.96</b>	<b>.40%</b>
<b>Floating Rate Note</b>									
HBS Snr FRN (Mar21) BBSW+1.23%	536454		5,800,000.00	29-Mar-18	29-Mar-21		31	6,157.53	1.25%
TMB Snr FRN (Jul21) BBSW+1.37%	536788		4,000,000.00	02-Jul-18	02-Jul-21	15,040.00	31	4,714.52	1.39%
BOz 'SRI' Snr FRN (Aug21) BBSW+1.30%	536986		2,000,000.00	30-Aug-18	30-Aug-21		31	2,242.19	1.32%
BEN Snr FRN (Jan22) BBSW+1.01%	537202		2,500,000.00	19-Oct-18	19-Jan-22	6,868.49	31	2,253.74	1.06%
SUN Snr FRN (Aug22) BBSW+0.97%	535607		1,000,000.00	16-Aug-17	16-Aug-22		31	840.82	.99%
SUN Snr FRN (Aug22) BBSW+0.97%	537263		4,000,000.00	31-Oct-18	16-Aug-22		31	3,363.29	.99%
BOz 'SRI' Snr FRN (Dec22) BBSW+0.90%	538824		4,000,000.00	02-Dec-19	02-Dec-22		31	3,120.04	.92%
BEN Snr FRN (Jan23) BBSW+1.05%	536141		1,500,000.00	25-Jan-18	25-Jan-23	4,151.10	31	1,399.82	1.10%

**Inner West Council**  
Accrued Interest Report - January 2021



**Accrued Interest Report**

Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
NPBS Snr FRN (Feb23) BBSW+1.40%	536175		1,700,000.00	06-Feb-18	06-Feb-23		31	2,051.98	1.42%
SUN Snr FRN (Jul24) BBSW+0.78%	538330		6,000,000.00	30-Jul-19	30-Jul-24	12,517.61	31	4,241.16	.83%
SUN Snr FRN (Jul24) BBSW+0.78%	538563		750,000.00	01-Oct-19	30-Jul-24	1,564.70	31	530.15	.83%
CUA Snr FRN (Oct24) BBSW+1.12%	538603		2,000,000.00	24-Oct-19	24-Oct-24	5,883.84	31	1,985.33	1.17%
SUN Cov FRN (Apr25) BBSW+1.12%	539640		3,700,000.00	27-Apr-20	24-Apr-25	10,885.10	31	3,672.85	1.17%
BEN Snr FRN (Dec25) BBSW+0.52%	540602		5,600,000.00	02-Dec-20	02-Dec-25		31	2,560.71	.54%
<b>Floating Rate Note Total</b>						<b>56,910.84</b>		<b>39,134.13</b>	<b>1.03%</b>
<b><u>Mortgage Backed Securities</u></b>									
Emerald Reverse Mortgage Series 2006-1 Class A (BBSW+0.45%)	310321		516,520.95	17-Jul-06	21-Aug-51		31	205.39	.47%
Emerald Reverse Mortgage Series 2006-1 Class B (BBSW+0.75%)	310334		1,000,000.00	17-Jul-06	21-Aug-56		31	652.44	.77%
<b>Mortgage Backed Securities Total</b>								<b>857.83</b>	<b>.67%</b>
<b><u>Term Deposits</u></b>									
Commonwealth Bank of Australia	539858		15,000,000.00	29-May-20	27-Jan-21	74,897.26	26	8,013.70	.75%
Commonwealth Bank of Australia	540071		5,000,000.00	30-Jul-20	27-Jan-21	18,100.00	26	2,600.00	.73%
Suncorp Bank	540161		10,000,000.00	31-Aug-20	17-Feb-21		31	5,945.21	.70%
Commonwealth Bank of Australia	539859		10,000,000.00	29-May-20	24-Feb-21		31	6,539.73	.77%
Commonwealth Bank of Australia	539647		20,000,000.00	29-Apr-20	27-Apr-21		31	13,758.90	.81%
Westpac Group	538748		9,000,000.00	21-Nov-19	21-May-21		31	10,777.81	1.41%
Commonwealth Bank of Australia	540164		20,000,000.00	31-Aug-20	15-Jun-21		31	11,380.83	.67%
Westpac Group	538346		3,000,000.00	31-Jul-19	26-Jul-21	11,817.53	31	4,025.75	1.58%
Commonwealth Bank of Australia	540345		10,000,000.00	30-Sep-20	28-Sep-21		31	5,945.20	.70%
Westpac Group	540480		7,500,000.00	30-Oct-20	27-Oct-21	10,097.26	31	3,439.73	.54%
Westpac Group	540753		13,000,000.00	24-Dec-20	24-Dec-21		31	4,968.49	.45%

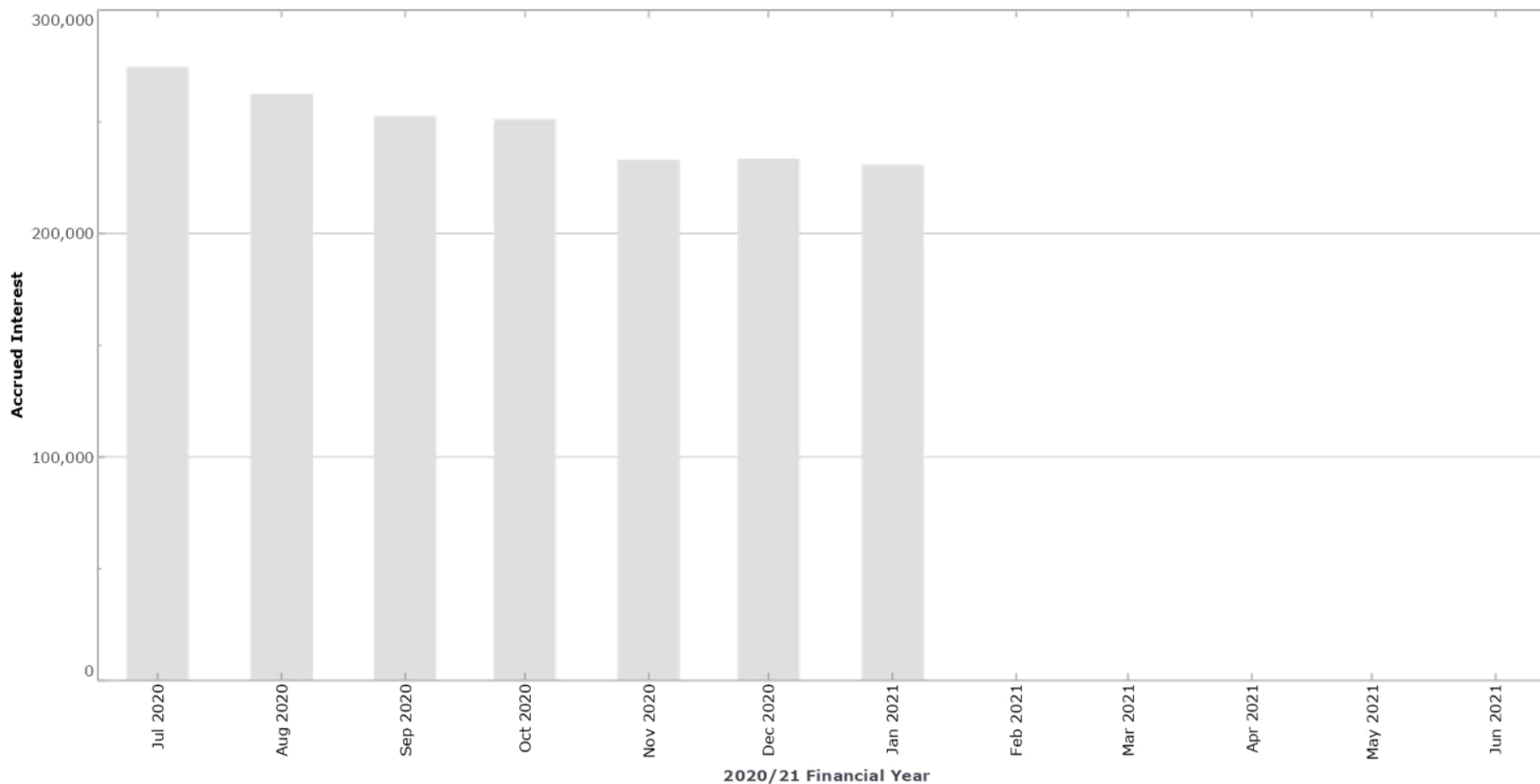
**Inner West Council**  
Accrued Interest Report - January 2021



Accrued Interest Report									
Investment	Deal No.	Ref	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days	Interest Accrued (\$)	Percentage Return
Commonwealth Bank of Australia	540914		20,000,000.00	29-Jan-21	25-Jan-22		3	706.85	.43%
Westpac Group	538091		10,000,000.00	28-Jun-19	28-Jun-22		31	15,882.19	1.87%
Westpac Group	538347		4,000,000.00	31-Jul-19	25-Jul-22	15,656.99	31	5,333.70	1.57%
<b>Term Deposits Total</b>						<b>130,569.04</b>		<b>99,318.09</b>	<b>.86%</b>
						<b>190,387.01</b>		<b>231,013.50</b>	<b><u>1.22%</u></b>

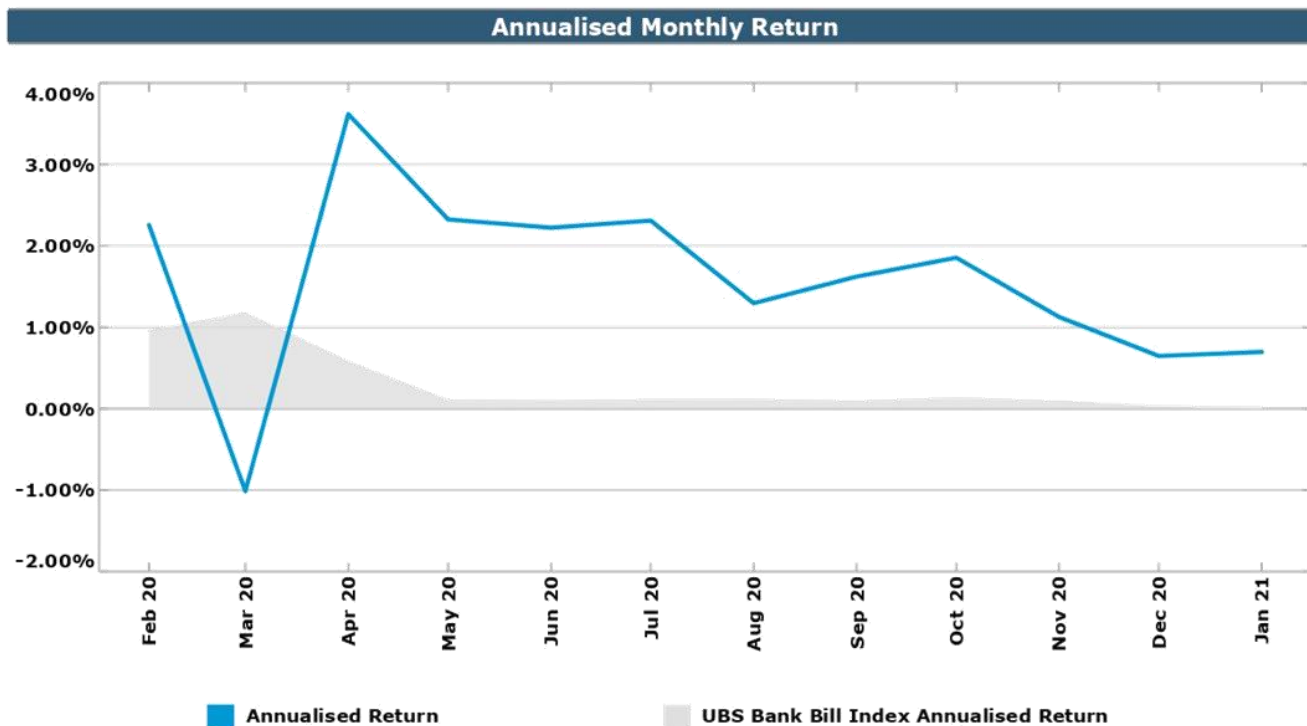


**Inner West Council**  
Accrued Interest Report - January 2021



## Inner West Council

### Investment Performance Report - January 2021



#### Historical Performance Summary

	Portfolio	AusBond BB Index	Outperformance
Jan 2021	0.70%	0.01%	0.69%
Last 3 Months	0.82%	0.04%	0.78%
Last 6 Months	1.20%	0.08%	1.12%
Financial Year to Date	1.36%	0.08%	1.28%
Last 12 months	1.57%	0.29%	1.28%

## Inner West Council

### Environmental Commitments Report - January 2021

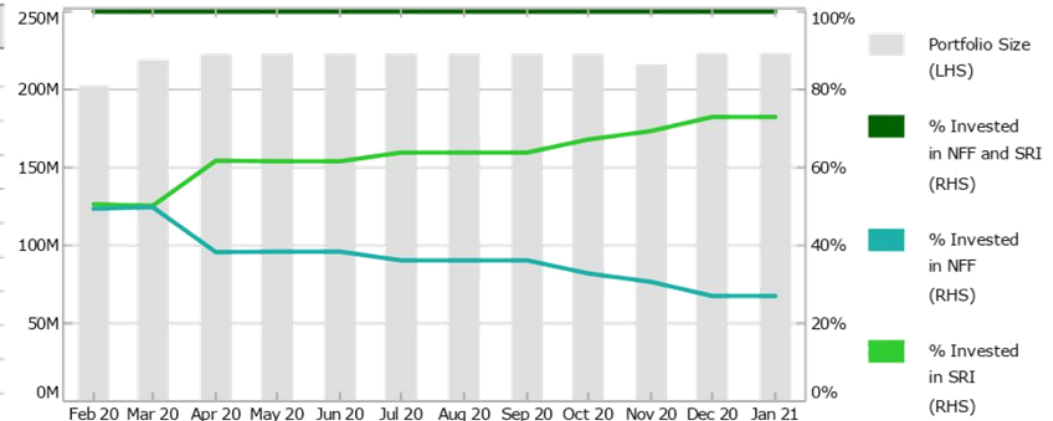


#### Current Breakdown

ADI Lending Status *	Current Month (\$)	Previous Month (\$)
<b>Non Fossil Fuel Lending ADIs</b>		
Bendigo and Adelaide Bank	9,600,000	9,600,000
Credit Union Australia	2,000,000	2,000,000
Emerald Reverse Mortgage 2006A	516,521	516,521
Emerald Reverse Mortgage 2006B	1,000,000	1,000,000
Heritage Bank	5,800,000	5,800,000
Members Equity Bank	8,562,806	8,559,898
Newcastle Permanent Building Society	1,700,000	1,700,000
Suncorp Bank	21,750,000	21,750,000
Suncorp Bank (Covered)	5,500,000	5,500,000
Teachers Mutual Bank	4,000,000	4,000,000
	<b>60,429,327</b>	<b>60,426,419</b>
	<b>27%</b>	<b>27%</b>
<b>Socially Responsible Investments</b>		
Bank Australia (Sustainability)	6,000,000	6,000,000
CBA (Climate)	18,200,000	18,200,000
CBA (Green TD)	80,000,000	80,000,000
National Australia Bank (Social)	7,444,000	7,444,000
NSW T-Corp (Green)	5,000,000	5,000,000
Westpac Group (Green TD)	46,500,000	46,500,000
	<b>163,144,000</b>	<b>163,144,000</b>
	<b>73%</b>	<b>73%</b>
	<b>223,573,327</b>	<b>223,570,419</b>

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

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



#### Socially Responsible Investments Glossary

Investment	Use of Funds
Bank Australia (Sustainability)	Reduced Inequalities, sustainable cities and communities, life on land **
CBA (Climate)	Wind farms, low carbon transport, low carbon commercial buildings ***
CBA (Green TD)	Wind farms, low carbon transport, low carbon commercial buildings ***
National Australia Bank (Social)	Employers of Choice for Gender Equality ****
NSW T-Corp (Green)	Low carbon transport, water infrastructure ***
Westpac Group (Green TD)	Wind farms, low carbon commercial buildings ***

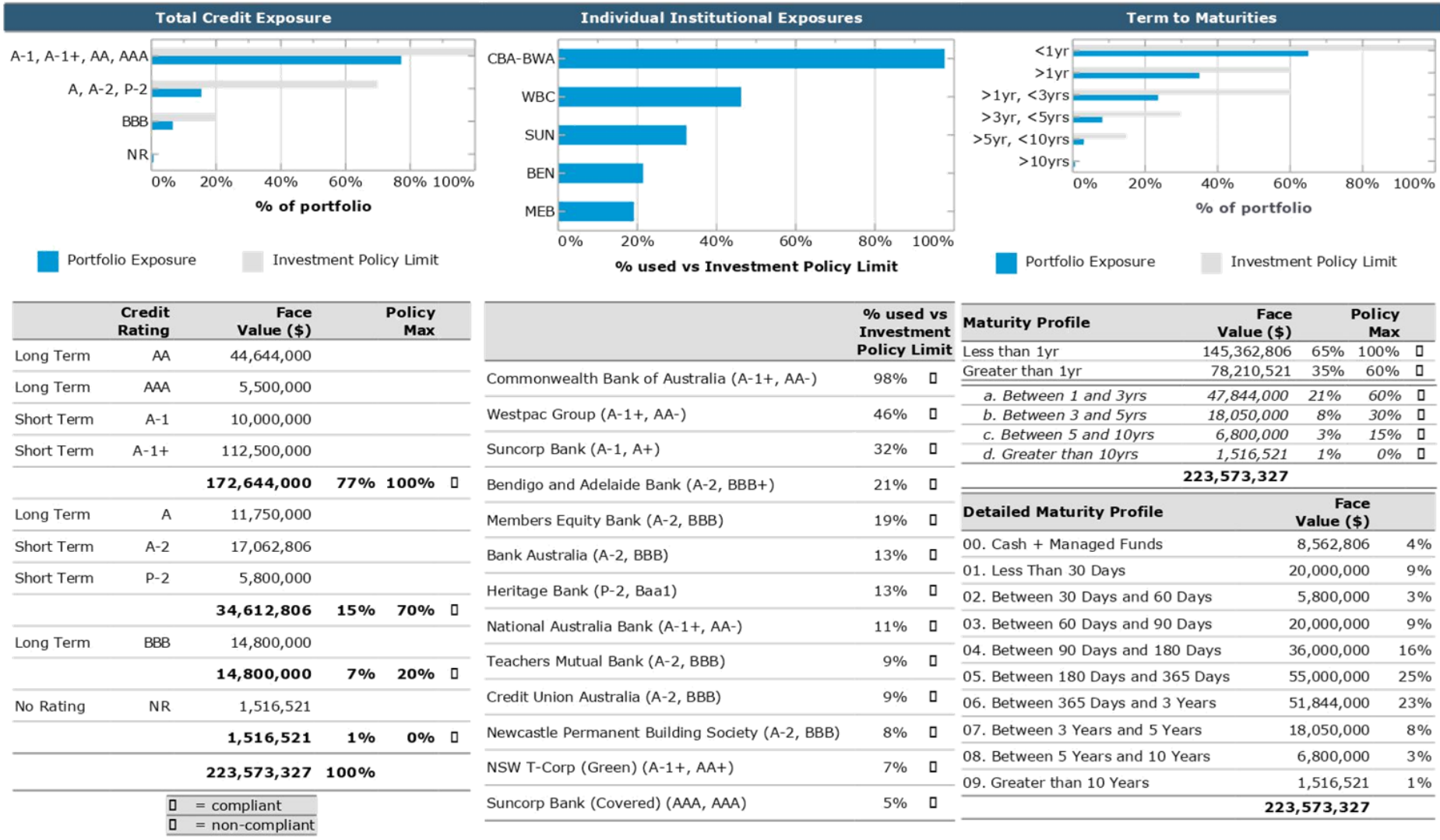
\*\* United Nations Sustainable Development Goals

\*\*\* Climate Bonds Standard

\*\*\*\* Cited by the Workplace Gender Equality Agency as Employers of Choice for Gender Equality

## Inner West Council

### Investment Policy Compliance Report - January 2021



## Inner West Council

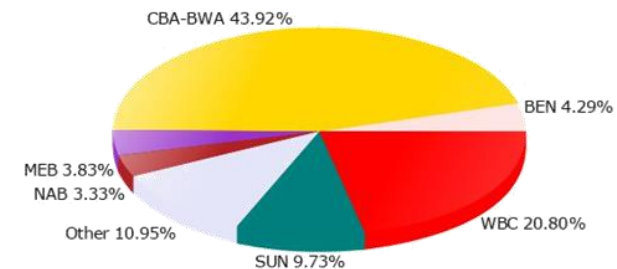
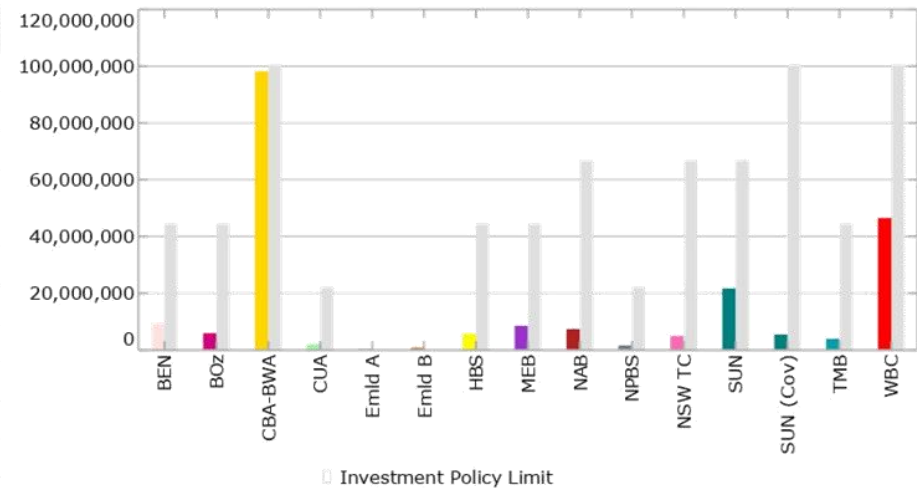
### Individual Institutional Exposures Report - January 2021



#### Individual Institutional Exposures

Parent Group	Credit Rating	Portfolio Exposure (\$)	Investment Policy Limit (\$)
Bank Australia	A-2, BBB	6,000,000	44,714,665
Bendigo and Adelaide Bank	A-2, BBB+	9,600,000	44,714,665
Commonwealth Bank of Australia	A-1+, AA-	98,200,000	100,607,997
Credit Union Australia	A-2, BBB	2,000,000	22,357,333
Emerald Reverse Mortgage 2006A	NR	516,521	0
Emerald Reverse Mortgage 2006B	NR	1,000,000	0
Heritage Bank	P-2, Baa1	5,800,000	44,714,665
Members Equity Bank	A-2, BBB	8,562,806	44,714,665
National Australia Bank	A-1+, AA-	7,444,000	67,071,998
Newcastle Permanent Building Society	A-2, BBB	1,700,000	22,357,333
NSW T-Corp (Green)	A-1+, AA+	5,000,000	67,071,998
Suncorp Bank	A-1, A+	21,750,000	67,071,998
Suncorp Bank (Covered)	AAA, AAA	5,500,000	100,607,997
Teachers Mutual Bank	A-2, BBB	4,000,000	44,714,665
Westpac Group	A-1+, AA-	46,500,000	100,607,997
		<b>223,573,327</b>	

#### Individual Institutional Exposure Charts





## Inner West Council Cash Flows Report - January 2021



### Current Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
4-Jan-21	536788	Teachers Mutual Bank	Floating Rate Note	Coupon - Received	15,040.00
				<u>Deal Total</u>	<u>15,040.00</u>
				<b>Day Total</b>	<b>15,040.00</b>
19-Jan-21	537202	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	6,868.49
				<u>Deal Total</u>	<u>6,868.49</u>
				<b>Day Total</b>	<b>6,868.49</b>
25-Jan-21	536141	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	4,151.10
				<u>Deal Total</u>	<u>4,151.10</u>
	538603	Credit Union Australia	Floating Rate Note	Coupon - Received	5,883.84
				<u>Deal Total</u>	<u>5,883.84</u>
	539640	Suncorp Bank (Covered)	Floating Rate Note	Coupon - Received	10,885.10
				<u>Deal Total</u>	<u>10,885.10</u>
				<b>Day Total</b>	<b>20,920.03</b>
27-Jan-21	539858	Commonwealth Bank of Australia	Term Deposits	Maturity Face Value - Received	15,000,000.00
		Commonwealth Bank of Australia	Term Deposits	Interest - Received	74,897.26
				<u>Deal Total</u>	<u>15,074,897.26</u>
	540071	Commonwealth Bank of Australia	Term Deposits	Maturity Face Value - Received	5,000,000.00
		Commonwealth Bank of Australia	Term Deposits	Interest - Received	18,100.00
				<u>Deal Total</u>	<u>5,018,100.00</u>
				<b>Day Total</b>	<b>20,092,997.26</b>
29-Jan-21	538330	Suncorp Bank	Floating Rate Note	Coupon - Received	12,517.61
				<u>Deal Total</u>	<u>12,517.61</u>
	538346	Westpac Group	Term Deposits	Interest - Received	11,817.53
				<u>Deal Total</u>	<u>11,817.53</u>
	538347	Westpac Group	Term Deposits	Interest - Received	15,656.99
				<u>Deal Total</u>	<u>15,656.99</u>
	538563	Suncorp Bank	Floating Rate Note	Coupon - Received	1,564.70

## Inner West Council Cash Flows Report - January 2021



### Current Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
				<u>Deal Total</u>	<u>1,564.70</u>
	540480	Westpac Group	Term Deposits	Interest - Received	10,097.26
				<u>Deal Total</u>	<u>10,097.26</u>
	540914	Commonwealth Bank of Australia	Term Deposits	Settlement Face Value - Paid	-20,000,000.00
				<u>Deal Total</u>	<u>-20,000,000.00</u>
				<b>Day Total</b>	<b>-19,948,345.91</b>
				<b>Net Cash Movement for Period</b>	<b>187,479.87</b>

### Next Month Cashflows

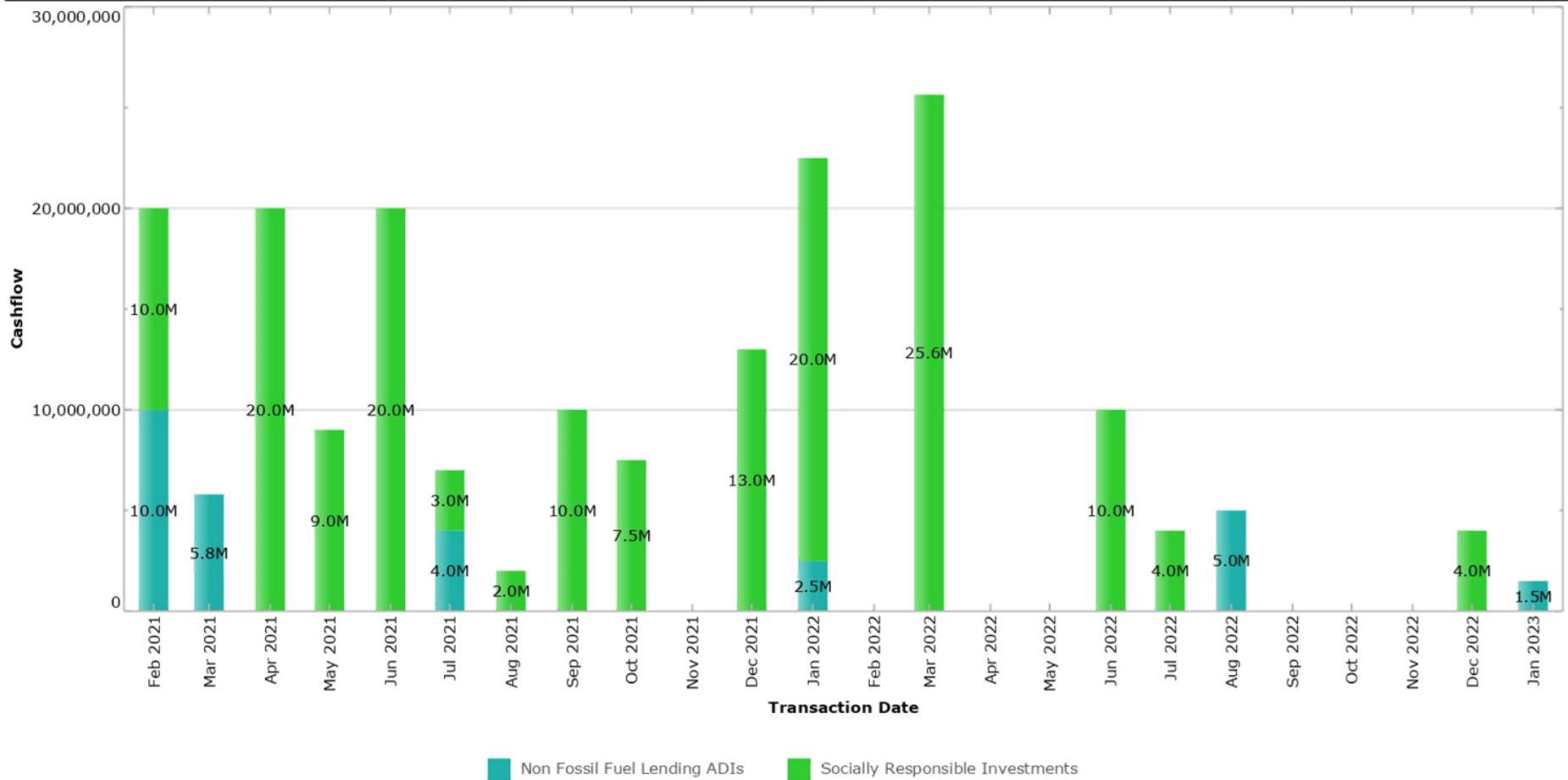
Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Due
<b>8-Feb-21</b>	536175	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	6,222.13
				<u>Deal Total</u>	<u>6,222.13</u>
				<b>Day Total</b>	<b>6,222.13</b>
<b>16-Feb-21</b>	535607	Suncorp Bank	Floating Rate Note	Coupon - Received	2,495.34
				<u>Deal Total</u>	<u>2,495.34</u>
	537263	Suncorp Bank	Floating Rate Note	Coupon - Received	9,981.37
				<u>Deal Total</u>	<u>9,981.37</u>
				<b>Day Total</b>	<b>12,476.71</b>
<b>17-Feb-21</b>	540161	Suncorp Bank	Term Deposit	Maturity Face Value - Received	10,000,000.00
		Suncorp Bank	Term Deposit	Interest - Received	32,602.74
				<u>Deal Total</u>	<u>10,032,602.74</u>
				<b>Day Total</b>	<b>10,032,602.74</b>
<b>22-Feb-21</b>	310321	Emerald Reverse Mortgage (2006A)	Mortgage Backed Securities	Coupon - Received	602.93
				<u>Deal Total</u>	<u>602.93</u>
	310334	Emerald Reverse Mortgage (2006B)	Mortgage Backed Securities	Coupon - Received	1,915.24
				<u>Deal Total</u>	<u>1,915.24</u>
	538748	Westpac Group	Term Deposit	Interest - Received	31,638.08
				<u>Deal Total</u>	<u>31,638.08</u>
				<b>Day Total</b>	<b>34,156.25</b>
<b>24-Feb-21</b>	539692	Suncorp Bank (Covered)	Bonds	Coupon - Received	21,125.00

**Inner West Council**  
Cash Flows Report - January 2021



Next Month Cashflows					
<u>Transaction Date</u>	<u>Deal No.</u>	<u>Cashflow Counterparty</u>	<u>Asset Type</u>	<u>Cashflow Description</u>	<u>Cashflow Due</u>
				<u>Deal Total</u>	<u>21,125.00</u>
	539728	Suncorp Bank (Covered)	Bonds	Coupon - Received	8,125.00
				<u>Deal Total</u>	<u>8,125.00</u>
	539859	Commonwealth Bank of Australia	Term Deposit	Maturity Face Value - Received	10,000,000.00
		Commonwealth Bank of Australia	Term Deposit	Interest - Received	57,169.86
				<u>Deal Total</u>	<u>10,057,169.86</u>
				<b>Day Total</b>	<b>10,086,419.86</b>
<b>26-Feb-21</b>	536986	Bank Australia	Floating Rate Note	Coupon - Received	6,364.93
				<u>Deal Total</u>	<u>6,364.93</u>
				<b>Day Total</b>	<b>6,364.93</b>
				<b>Net Cash Movement for Period</b>	<b>20,178,242.63</b>

## Inner West Council Cash Flows Report - January 2021



## Inner West Council Economic and Investment Portfolio Commentary January 2021

### Investment Portfolio Commentary

Council's investment portfolio posted a return of 0.70%pa for the month of January versus the bank bill index benchmark return of 0.01%pa. For the past 12 months, the investment portfolio returned 1.57%pa, exceeding the bank bill index benchmark's 0.29%pa by 1.28%pa.

Without marked-to-market influences, Council's investment portfolio yielded 1.22%pa for the month. This is based on the actual interest rates being received on existing investments and excludes the underlying changes to the market value of the securities/deposits.

During January, Council's investment portfolio had \$20m in 6 & 8 month CBA Green TDs mature with a weighted average rate of 0.75%pa. Council reinvested the \$20m in a 12 month CBA Green TD paying 0.43%pa.

Council's entire investment portfolio remains invested in non fossil fuel lending ADIs (27% of portfolio) and socially responsible investments (73% of portfolio).

Over the past year, Council has proactively reduced its exposure to banks with long term credit ratings in the BBB+ and BBB categories in order to comply with NSW TCorp loan covenant requirements. This goal has now been achieved on schedule and Council's portfolio is now in full compliance with the NSW TCorp requirements while continuing to adhere to Council's ESG goals.

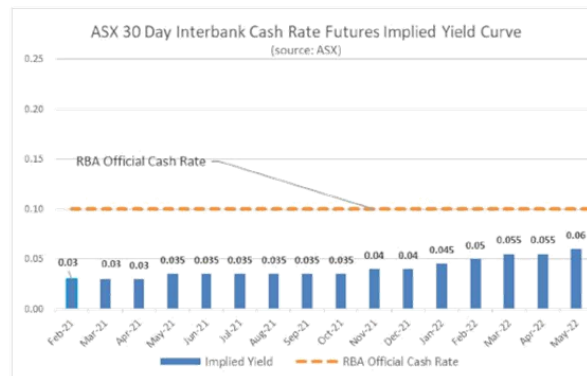


## Domestic issues:

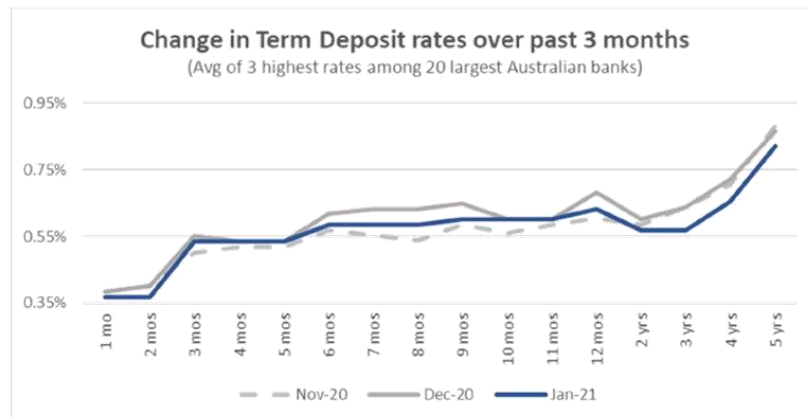
- In Australia, despite a drop in business confidence, economic releases and surveys have been sound as business conditions rose to their highest since mid-2018, consumer confidence rose further above pre coronavirus levels, national income lifted sharply in the December quarter reflective of strong export prices and falling import prices and credit growth accelerated a bit in December driven by owner occupiers and business loans.
- December quarter consumer price inflation (CPI) was slightly stronger than expected, up 0.90% for the year. The increase was driven mainly by higher tobacco tax, the impact of the removal of free childcare and free before and after school care and higher domestic travel costs.
- The Australian share market ended the month with modest gains, extending its solid performance over the past 3 months. The AUD/USD was largely unchanged for the month at 0.765c.

## Interest rates

- With no Board meeting in January, the RBA is expected to keep the official cash rate target at 0.10% following its first meeting of the year in February. The market will be watching the post-meeting comments closely for any signs that the past few months of good economic data will change the Board's expectation to not raise the cash rate for at least three years.



- In January, average TD rates in the 1-12 month range slipped backward by an average of 3 basis points (0.03%) after having gone up between November and December. Average rates in the 2-5 year range were 0.05%pa lower versus December month end:



## Global issues:

- In the US, economic growth slowed in the December quarter to just 1% quarter on quarter as a flare up in coronavirus cases put the brakes on activity. This was down from the +7.5% rise seen in the September quarter.
- Other data releases were largely good with continuing strong capital goods orders, a slight rise in consumer confidence, and continuing strength in mortgage applications, home sales and home prices.
- In Europe, upcoming data releases are predicted to be weak, with unemployment expected to show a rise to 8.4%, GDP to show a -1.7% quarterly contraction and core inflation is expected to have remained around 0.2% for the year.

**Disclaimer:** The statements and opinions contained in this report are based on currently prevailing conditions in financial markets and are so contained in good faith and in the belief that such statements and opinion are not false or misleading. In preparing this report, Prudential Investment Services Corp has relied upon information which it believes to be reliable and accurate. Prudential Investment Services Corp believes that this report and the opinions expressed in this report are accurate, but no warranty of accuracy or reliability is given. Prudential Investment Services Corp does not warrant that its investigation has revealed all of the matters which a more extensive examination might disclose. This report may not be reproduced, transmitted, or made available either in part or in whole to any third party without the prior written consent of Prudential Investment Services Corp. AFS Licence No. 468145.

**Item No:** C0321(2) Item 10

**Subject:** COUNCIL'S INSURANCE CLAIM PROCESSING SYSTEM

**Prepared By:** Katherine Paixao - Acting Governance Manager

**Authorised By:** Brian Barrett - Acting General Manager

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## RECOMMENDATION

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

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## DISCUSSION

At the 8 December 2020 Council meeting, it was resolved:

*THAT:*

1. *Council prepares a summary report outlining the system for the assessment of insurance and compensation claims lodged with Council for damage to residents property. The report should include the assessment of any trends in the number of claims awarded under the current system. The report is to be tabled at an Ordinary Council meeting in March 2021; and*
2. *A briefing to be provided to Councillors in regard to compensation and claims processes.*

This report responds to point 1.

At the time of amalgamation, Council had three different claims processes. In the following years, Council refined its process, but this required changes to the processes that had formerly been in place in all former Councils.

In 2019 Council outsourced management of under deductible / excess claims for both public liability/ professional indemnity (**PLPI**) and motor vehicle (**MV**) classes of insurance. PLPI was outsourced to Echelon Claims Services (**ECS**), part of JLT Risk Solutions Pty Ltd, the firm that also manages claims for the Statewide Mutual scheme of which Council is a part. MV claims were outsourced to Zurich Financial Services Australia Pty Ltd which is Council's MV insurer.

This report focuses on PLPI processes.

The process followed by Council and ECS is:

#### Council

- A claimant contacts Council wanting to make a claim. They can do this by either calling our customer service centre or sending an email.
- Council's insurance team conducts an initial assessment of the incident.
- Council officers provide relevant documents back to the claimant to complete.
- Once the completed claim form is submitted to Council, officers assess the information provided and contact relevant departments to determine if Council has been aware of an issue to which the claim relates (e.g. a fallen tree, footpath damage). Once this information is received the claim, together with any additional information from Council, is sent to ECS.
- Council also informs the relevant department of the risk so it can be repaired.

#### ECS

- Council receives a notification that the claim has been received by ECS.
- The submission of the claim prompts an initial and then ongoing contact by ECS with the claimant.
- ECS reviews the claim and documentation to assess Council's potential liability.
- Regular follow up of the claim is undertaken.
- Recommendations are provided to Council on whether to accept and settle the claim or to reject it.
- Council can request a review of the liability assessment by senior consultants where deemed necessary.
- Prompt processing of settlement documents then follows.

#### Council

- Once the claim is assessed by ECS, Council receives its recommendation.
- Council considers the recommendation and makes the final determination on the claim and advises the claimant of the outcome.
- If Council accepts the claim, Council organises payments to the claimant.

#### Legal Principles applied

Once received, a claim is assessed on its own facts based on the relevant information and documentation provided to ECS by both the claimant and Council. It is important to understand that decisions may not always appear fair to the claimant, particularly where the claimant believes the circumstances of their claim point clearly to liability on the part of Council. However, the recommendation made by ECS about a claim takes into account common law principles as well as any statutory defenses or immunities that may be available to Council,

such as those under the Civil Liability Act NSW (2002), which may not be immediately apparent to a claimant.

The provision of claims services to Council does have regard to special circumstances and despite the involvement of ECS, Council must consider its standing and reputation in the community as well as its obligations to residents and ratepayers under the Local Government Act. For these reasons, the recommendations provided by ECS are given to Council for consideration and final approval before a decision is provided to the claimant.

It is also important to recognise that the rejection of an insurance claim by Council does not prevent the claimant from commencing legal action against Council which is their prerogative if they believe that Council is legally responsible for their loss or damage.

## Benchmarking

Benchmarking of Council's claims against a representative sample of three like metropolitan councils is provided in Figure 1. A quick analysis of this data shows that liability has been denied in just over 55% of PLPI claims received by Council. This is in line with the sample group where an average of 45% of PLPI claims have been denied in the same period.

Sample Group of Metropolitan Councils				Inner West Council	
Liability Decision	Claim Status	No. of Claims		No. of Claims	
Denied - General	Current	41	1.62%	7	1.17%
Denied - General	Finalised	929	36.78%	253	42.24%
Pending	Current	159	6.29%	12	2.00%
Pending	Finalised	633	25.06%	135	22.54%
Pending	Incident	23	0.91%	2	0.33%
Accepted	Current	30	1.19%	3	0.50%
Accepted	Finalised	337	13.34%	70	11.69%
Denied - Non-Feasance	Current	21	0.83%	2	0.33%
Denied - Non-Feasance	Finalised	94	3.72%	38	6.34%
Denied - Statutory Immunity	Current	8	0.32%	2	0.33%
Denied - Statutory Immunity	Finalised	94	3.72%	31	5.18%
Partially Accepted	Current	4	0.16%	0	0.00%
Partially Accepted	Finalised	57	2.26%	3	0.50%
Disputed	Current	12	0.48%	3	0.50%
Disputed	Finalised	35	1.39%	17	2.84%
Insured Claim Only	Finalised	27	1.07%	8	1.34%
Withdrawn	Finalised	22	0.87%	13	2.17%
		2526	100.00%	599	100.00%

*Figure 1 - Benchmarking of Council's claims against a representative sample of three like metropolitan councils*



The below figures show claims by incurred cost band.

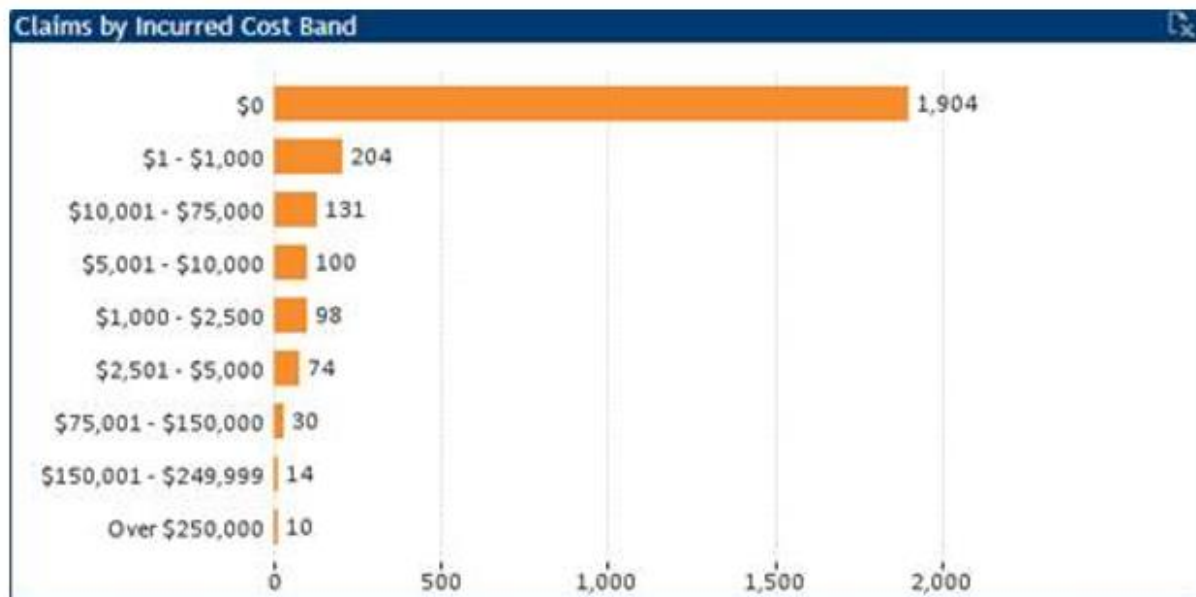


Figure 2 – Claims by incurred cost band - Sample Metro councils

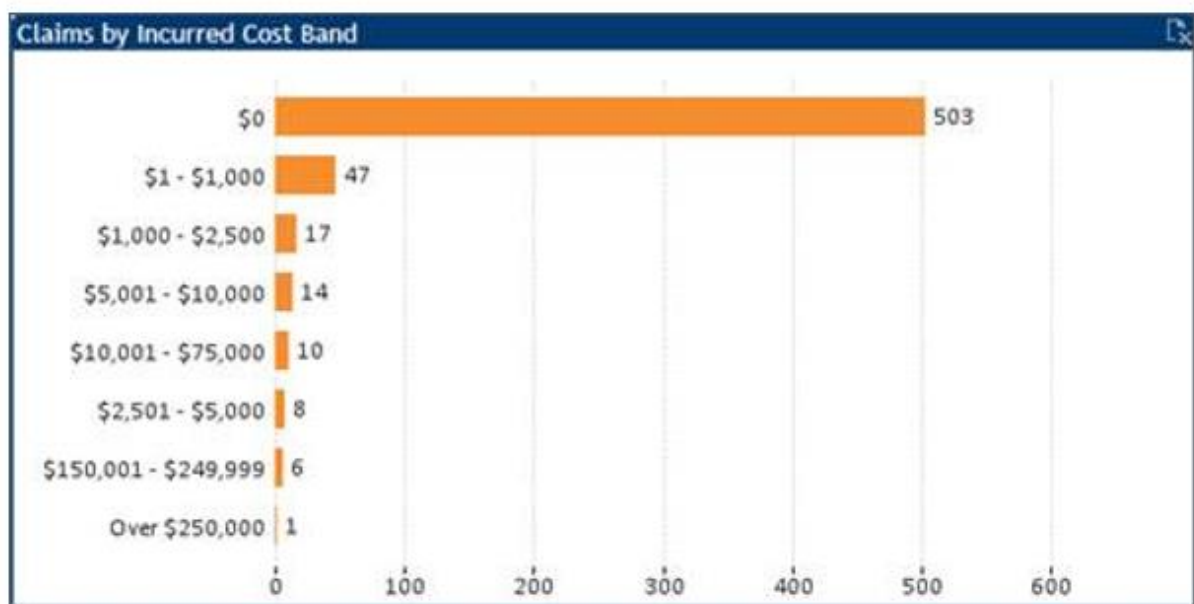


Figure 3 - Claims by incurred cost band – Inner West Council

## FINANCIAL IMPLICATIONS

Nil

## ATTACHMENTS

Nil.

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**Item No:** C0321(2) Item 11  
**Subject:** NOTICE OF MOTION: YABSLEY AVE, ASHFIELD - PROPOSED PEDESTRIAN ACCESS POINT  
**From:** Councillor Tom Kiat

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**MOTION:**

**THAT Council facilitate an onsite meeting in March 2021 at Yabsley Avenue with residents of Yabsley Ave and relevant officers from IWC and CCBC to consider resident concerns regarding the proposed pedestrian access point in DA-826/2020 and possible actions both Councils can take to address these concerns. To be reported back to Council in April 2021.**

---


**Background**

Refer to the attached letter which was sent to me after the residents of Yabsley Ave say they were unable to receive a response from Council officers. I have raised this issue with Council officers and believe at this stage coordination between IWC, CCBC and the Yabsley Ave residents is necessary to progress the issue.

**Officer's Comments:**

The General Manager of Canterbury Bankstown City Council has agreed to make an officer available to meet with residents and explain the rationale behind the Planning Proposal and DA. An Inner West Council officer will be present.

**ATTACHMENTS**

1.  Letter from resident to Inner west Council Councillor

Paul

ASHFIELD NSW 2131

Email Contact:

Phone Contact:

24 October 2020

Councillor Tom Kiat

Inner-West Council

Petersham NSW 2049

Councillor Kiat,

I draw your attention to a development application, **DA-826/2020**, which was lodged on 21/09/2020 with the City of Canterbury Bankstown Council (CCBC).

I am writing to you on behalf of the residents of Yabsley Avenue, Ashfield, who will be adversely affected by the development if it is approved and proceeds in its current form.

While we have several serious and legitimate objections to the scale and planning of the entire development, we support the residential redevelopment in principle. However, it is the proposed creation of a **pedestrian access point** in the north-western corner of the development site at 149-163 Milton Street to Yabsley Avenue that is the particular aspect of the development that we wish to broach with the Inner-West Council (IWC).

The intent of the pedestrian access point is to enable residents of the development, and their guests, to park along Yabsley Avenue and directly access the development site from the avenue.

Essentially, the developers, and the CCBC, want residents of the IWC to absorb the impact of their over-development to increase the amenity of new residents of the CCBC at the expense of the amenity of IWC residents. This is wholly unacceptable to us, the residents of Yabsley Avenue, and should be similarly intolerable to our elected and administrative representatives at the IWC.

Currently, Yabsley Avenue is a cul-de-sac with a wire fence at the southern end, which abuts the site of the development application, and also forms the administrative border between the IWC and the CCBC (see image below).



The proposed pedestrian access point will result in a dramatic increase in traffic along this small and quiet street, rendering it impossible for residents to park near their homes at various times of the day and week. This is a very large development that will create hundreds of new residents with parking needs, while Yabsley Avenue is only a very short street (less than 100m) and is incapable of absorbing the additional demand for parking that the access point will create.

The children of Yabsley Avenue will also lose the communal playground element of the street if the pedestrian access is created with the development. The children regularly ride and play at the end of Yabsley Avenue because of its cul-de-sac design but the increased traffic that would result from the access point will make it unsafe for that to continue. It will also stop the street from holding street parties, which build community in this area. It will change the entire character and spirit of this family-friendly street.

The residents have brainstormed the possible actions that the IWC could take in defending us against the adverse impacts of a development managed by a neighbouring council. These are our ideas, ranked in order of preference:

1. IWC hold direct discussions with CCBC about removing the pedestrian access point from the development. The development plan is amended to build the planned fence along the border with Yabsley Avenue without the access point.
2. In the event of the CCBC proceeding with approval for the pedestrian access point at Yabsley Avenue, the IWC commits to building a fence on the IWC-side of the access point which effectively obstructs access from the development site.
3. In the event of the CCBC proceeding with approval for the pedestrian access point at Yabsley Avenue, the IWC commits to creating a small community garden on the IWC-side of the access point which effectively obstructs access from the development site.
4. In the event of the CCBC proceeding with approval for the pedestrian access point at Yabsley Avenue, the IWC implements a resident-only parking plan with permits for Yabsley Avenue residents only and 2-hour timed parking along Yabsley Avenue.

Of course, we are also open to other ideas that the IWC may have that would remove or reduce the potential impact of the proposed pedestrian access point on Yabsley Avenue.

I hope that the IWC appreciates that we will be unduly impacted by this large development anyway, given that construction could take around 2 years for a project of this size (this is only stage 1 of the redevelopment – there is an adjoining property of similar size that will be developed at some point too). We are not opposed to development – we just want it to be reasonable and the impacts to be limited. We believe that it is the role of our local government to advocate and implement policy on our behalf. I hope that something can be done by the IWC to help us on this matter.

Regards

Paul

Representative of the residents of Yabsley Avenue



**Item No:** C0321(2) Item 12  
**Subject:** NOTICE OF MOTION: INCLUSION OF SOLAR PANELS IN COUNCIL PROJECTS  
**From:** Councillor Tom Kiat

**MOTION:**

**THAT Council ensure that the inclusion of rooftop solar panels is considered with every Council construction/renovation project to be funded within the project.**

**Background**

Council and most Councillors are strongly in favour of action on climate change and increasing Council's cost efficiency in electricity use. We want Council to lead the way on the solar revolution in our community.

Council has heard in relation to some projects that solar panels were not been considered in the design phase. By the time a project reaches Council for approval it may be too late.

While Council policy does require a high level of attention to sustainability outcomes in its own projects, it is appropriate to clearly and expressly require consideration of solar panels for every project.

**Officer's Comments:**

**Comment from Capital Projects Manager and Urban Sustainability Manager:**

Council resolved (C1017) to install solar panels on new Council-owned developments and to retrofit all suitable existing facilities.

The capital works program includes a \$1.6m multiyear program of solar installations and upgrades for new and existing Council buildings. Suitable sites are identified following a feasibility assessment and design process.

There are some instances where solar is not feasible at new or existing facilities, for example:

- the asset has little or no daytime energy consumption
- existing roof weight bearing limits
- a shaded roof
- heritage constraints, e.g. a slate roof or heritage requirement to maintain principle views of the building
- replacement of existing roof or electrical systems is required first (e.g. electrical distribution board).

The following solar projects have been implemented from 1 July 2019 (the commencement of solar and energy efficiency capital works budget)

- Ashfield Aquatic Centre,
- Fanny Durack Aquatic Centre,
- Seaview Street Hall,
- May Murray Early Learning Centre,
- Tillman Park Early Learning Centre,

- Mervyn Fletcher Hall
- Haberfield Community Centre and Library (in progress).

A contractor has been appointed for design and install of nine new or expanded solar arrays on Council sites for FY 2020/21. The current locations include:

- Marrickville Town Hall
- St Peters Depot Buildings A, B and C
- Cavendish Street ELC
- Deborah Little ELC
- Leichhardt Children's Centre
- Leichhardt Park Children's Centre
- John McMahon Children's Centre
- Yirrun Gumal ELC Steel Park
- St Peters Town Hall (pending confirmation of adequacy of the roof structure)

The above list is subject to structural and design assessment and it may therefore change.

## ATTACHMENTS

Nil.

**Item No:** C0321(2) Item 13  
**Subject:** NOTICE OF MOTION: ODOUR CONTROL UNIT IN WOLLI VALLEY  
**From:** Councillor Rochelle Porteous

**MOTION:**

**THAT Council:**

- 1. Express its continuing support for the Wolli Creek Regional Park and the popular Two Valley Trail;**
- 2. Note that the Park is still incomplete more than 20 years after it was announced by the NSW Government and that it is again threatened by the action of a State agency;**
- 3. Writes to the Minister for Water, Property and Housing, urging her to personally and urgently review Sydney Water's proposed location for an Odour Control Unit at Unwin St, Earlwood, given its major impact on a valued regional resource and ask that it be relocated outside Wolli Creek Regional Park;**
- 4. Writes to the Minister for the Environment, to expedite land transfers to formalise the park boundaries and secure the future of Wolli Creek Regional Park; and**
- 5. Use its publicity channels to alert Inner West residents to the issue.**

**BACKGROUND**

While Wolli Creek Regional Park is a much loved and valued bushland within the urban environment located between Bexley North and Earlwood. While it does not sit within the boundaries of the Inner West Council LGA but it is nevertheless popular with many inner west residents as a recreational and educational resource. It contains important habitat and features of cultural and historical significance. The park was originally established to protect the bushland of the Wolli Creek Valley but it is not sufficiently protected under current legislation and is therefore vulnerable to encroachments by government agencies. Protection of the bushland has been campaigned for over more than four decades by local residents, led by the Wolli Creek Preservation Society.

The Regional Park is also greatly valued for the Two Valley Trail, which attracts walkers from all over the Sydney Basin and from as far afield as Wollongong, the Blue Mountains, and the Central Coast. This value has increased dramatically during COVID, with Park visitation now 250% of pre-COVID levels.

Currently, about 74% of the designated Park area is in the hands of the National Parks and Wildlife Service as Park managers. It is expected that a further 24% will be handed over to National Parks and Wildlife over the next few years. 1% is in private hands but is essentially unusable by the private owners and the other 1% is in the hands of Sydney Water, a State-owned Corporation and it is this land that is the object of current concern. It is on this 1% block, forming the eastern gateway to the Regional Park, that Sydney Water proposes to build an industrial plant right across the popular Two Valley Trail which passes through the site. The plant is an Odour Control Unit (OCU) to control both odour and corrosive gases in the sewer pipes. While the need for the OCU is not in debate, its location in the Two Valley Trail will have severe negative impacts on the park and the trail and it can be located nearby but off the trail

and out of the park. The alternative location for the Odour Control Unit nearby is in a vacant, government-owned, non-bushland site outside the Park boundaries.

Impacts of the location of the Odour Control Unit on the Two Valley Trail:

- The destruction forever of a lovely natural sandstone cliff face
- The loss of an essential link between local landmark, Wolli Bluff, and the rest of the Park
- The loss from the Park of a significant area of bushland
- The presence of a jarring modern plant dominating the heritage-listed 1890s South-West Ocean Outfall Sewer, which crosses Wolli Creek at this point.

**Officer's Comments:**

Staff have no comment.

**ATTACHMENTS**

Nil.

**Item No:** C0321(2) Item 14  
**Subject:** NOTICE OF MOTION: GREENWAY STEERING COMMITTEE AND GREENWAY OFFICER  
**From:** Councillor Tom Kiat

**MOTION:**

**THAT Council:**

- 1. Acknowledge the crucial community liaison role (separate from general community members and/or those with direct property interests) played by the Greenway Steering Committee and support its continuation, to be supported by the return of a GreenWay officer role; and**
- 2. Receive a report outlining options for the GreenWay Steering Committee and a dedicated GreenWay officer ahead of the 2021/22 budget, following consultation with key community stakeholders.**

**Background**

The GreenWay is as important a project for our community as Marrickville Library or Ashfield Aquatic Centre. It is certainly a more complicated one. Council has been well served by the GreenWay Steering Committee, which brings together passionate and knowledgeable community representatives are providing practical and strategic advice and assistance to Council so we can deliver a world-class active transport, urban ecology and cultural and artistic corridor.

The combination of the community steering committee and a dedicated officer will ensure that the project remains high on Council's agenda, with the community leading the way and Council delivering on our promises.

For further background, please refer to the attached letter from the current chair of the Steering Committee. The only additional point I would contribute is that the previous GreenWay officer, aside from their many successes, was instrumental in bringing in large amounts of external funding for the project. To do nothing to replace the position places us at risk of failing to secure much needed funding for the remaining works

**Officer's Comments:**

**Comment from Director Infrastructure:**

After over 10 years of campaigning by the Inner West community and Councils, \$25.7 million in state and local government funding has now been secured to complete the southern section of the Greenway from Parramatta Road through Lewisham West and Dulwich Hill to the Cooks River.

In the early stages of the project, before substantial capital funding was available, (former) Ashfield, Leichhardt, Marrickville and Canterbury Councils jointly funded a temporary Place Manager Greenway position. This person was successful in driving the project from a concept to securing substantial funding for the delivery of the project.

Council now has substantial capital funding for the project and the needs of the project have evolved. Council currently has the following resources allocated to the Greenway project:



- Project Manager Greenway Delivery
- Greenway Clerk of Works
- Greenway Engagement Officer

All of the above positions are funded by capitalising their time to the project.

The Project Manager Greenway Delivery position is filled. The other two positions are currently vacant.

The purpose of the Greenway Engagement Officer is to coordinate communications with the community and stakeholders including state agencies in the lead up to and during construction. This Greenway Engagement Officer could fulfil the community liaison role as proposed by the NOM.

The Greenway Engagement Officer would be available to attend the Greenway Steering Committee. However, it is not envisaged that they would provide the administrative support to this Committee. This has not been allowed for in their allocated duties to the Greenway project.

## ATTACHMENTS

1. [↓](#) GreenWay Steering Committee Position Paper

GreenWay Steering Committee.

Position Paper

Alex Lofts  
Chair GreenWay Steering Committee.

To Brian Barret,  
General Manager,  
Inner West Council.  
19.2.2021.

Dear Brian,

The following paper outlines positions for the continuation, or reforming, of inter-council and community involvement in the GreenWay project. It is an appropriate time for review. I know you have extensive knowledge of the GreenWay but this paper is also intended to be read by others.

## Summary

As you know, for more than two decades the GreenWay has been a central council and community focus in the Inner West.

It was conceived and has evolved to be a corridor for biodiversity, active transport, ecology, recreation, culture education, fitness and. In the way that the broader community is proud of our national parks, local parks and public facilities, waterways and heritage, the GreenWay can provide a unifying focus for building community. It will become the lungs of the inner west.

Besides, simply put, we need more active and passive public open space.

The GreenWay Steering Committee, served by a council officer in the place manager's role, was formed to provide strategic direction for the project and its development, but also two way liaison and communication between:

- the four former Councils involved in the project (i.e. Ashfield, Leichhardt, Marrickville and Canterbury);
- councillors;
- council officers;
- community groups and 'stakeholders';
- the general public;
- local schools;
- local and state MP's;
- the State Government and its agencies.

And to:

- apply for grants,
- lobby for the GreenWay,
- progress the project and broaden community understanding and participation.

The steering committee was a way to develop and maintain deep and broad corporate and public knowledge of the GreenWay project.

**The most recent iteration of the committee is as follows:**

Alex Lofts (Chair);  
Councillor York (Inner West Council);  
Councillor Kiat (IWC);

Councillor Lockie (IWC).

Inner West Council Officers:

Michael Deegan (former CEO);  
Ryan Hawken (Manager Project Delivery);  
Lana Frost (Environment and Sustainability);  
Bronwyn Toohey (Living arts)  
Ken Welsh (Strategic Transport planning)

Community members:

Col Jones (AshBug - Ashfield Bicycle Users Group);  
Jo Blackman (IWEG – Inner West Environment Group);  
Geoff Pollard (IWEG);  
Suzy Carter (Leichhardt Community Rep);  
Suzanne Gapps (Ashfield Community Rep);  
Jennifer Newman (Canterbury Community Rep).

Other invitees and attendees:

Paul Holding (IWEG);  
Clr Karl Asfour (Mayor: City of Canterbury Bankstown);  
Clr Mohammad Zaman (CCB);  
Sean Mooney (Urban Policy and Planning CCB).

(The founding terms of reference for the GSC are included as an attachment.)

## What now?

While, in council, the Comms people are doing a good job, leafletting residents adjacent to the GreenWay corridor, continued **two-way** communication between council, community groups and the general public is desirable. The GreenWay is a project which needs 'eyes on the ground', in the way periods of public consultation cannot provide.

## Why?

A steering committee, similar forum or revamped structure is desirable which:

- brings together technical and communal expertise which will result in a better project;
- helps develop strategic direction for the project;
- broadens the expertise of the project delivery team;
- reports to/informs representatives who can then communicate with the wider community and interest groups;
- ensures that concerns and suggestions can be voiced and are answered;
- ensures that agreed decisions are actioned;
- addresses the broad vision of the GreenWay to be an ecological, biodiversity, cultural; recreational and active transport corridor;
- ensures the project more closely meets community expectations and needs;
- prevents the 'silo effect';
- builds local democracy;
- helps plan events such as the highly successful 'Tracking the Past' and GreenWay Art Prize;
- results in enhanced support for the project and council;
- improves the delivery of a prestigious project which will gain recognition far beyond the Inner West, as is illustrated by the number of awards and the inter government support the GreenWay has received;
- illustrates what well-run local government can do through a vision developed jointly by council(s) and the public;
- retains corporate knowledge beyond individual appointees.

## How?

The benefits to both council and the community of having a forum, such as the steering committee, which brings representatives of council(s) community groups and the public together can be taken as given.

Whether or not that a continuation of the present structure, a revamped committee, or a different forum, is a matter for Council to decide.

Besides a steering committee which meets according to a regular schedule, in the words of an unnamed council officer it is also worth considering some form of a:

*'community liaison role to improve communication and engagement between the project delivery (construction) team and key stakeholders/the broader community.'*

That is, a person who takes the responsibility to communicate between different members of the project delivery team (engineers, comms, arts, for example) community groups, community reps and residents. And has the time, and dedication to do so.

The former CEO, took on this responsibility, replacing the former place manager. Although other events obviously intervened, a CEO, or rather the General Manager, of such a large council may not have the time to co-ordinate the different roles within council and the community. Steering committee meetings lapsed.

This is not necessarily an advocacy for a return of the place manager role, in the form the role functioned previously, even when, as was the case, the role was performed well. The place manager role was originally established and prescribed when four different councils were responsible for the GreenWay, with Ashfield Council being the lead council for the project. Such a role would need to be redefined. Demarcation lines became confused post amalgamation and, from an outsider's view, there seemed to be some conflict within council.

If Council does decide to establish a liaison role, either or full time or part time, clear role statements and divisions of responsibility would have to be drawn. Such a position would need to report to a senior level in management.

A perception which has developed is that after amalgamation and resultant staff movement, corporate knowledge which was held in the former councils has diminished. Perceptions may not be truth, but they must still be addressed. This is especially so of the GreenWay project.

The GreenWay is different from other infrastructure projects as it was initiated by the community, not by the councils - and was adopted by councils after years of advocacy and development by members of the community. And thus, it evolved with many facets which reflect interests within the community, whether it be cycling, active and passive recreation, the environment, interests such as bird-watching and bushcare, ecology, education or arts and culture.

A forum, such as a steering or consultative committee with a dedicated officer reporting to senior management is needed to fulfil the vision of the GreenWay project.

Thank you.

Alex Lofts

0401 142 756

**Item No:** C0321(2) Item 15  
**Subject:** NOTICE OF MOTION: TRAFFIC ASSESSMENT AROUND ASHFIELD POOL  
**From:** Councillor Julie Passas

**MOTION:**

**THAT as a matter of urgency, given the major impact the new Ashfield Pool is having on traffic, parking and safety, that a traffic and parking study be done and reported to an Ordinary Council meeting in May 2021.**

**Background**

The new Ashfield Pool is having a huge impact on traffic, parking and safety at critical traffic junction. Many residents have reported this to Council and it a big topic of discussion on social media. It has also been on the national media.

This is also causing Council a major risk as our lifeguards have been managing traffic instead of being in attendance at the pool.

**Officer's Comments:**

**Comment from Chief Operating Officer, Director Development and Recreation:**

It is normal practice for lifeguards to assist the safe arrival of school children who are attending the AAC for school carnivals:

- There are additional lifeguards on duty to attend to the requirements of school carnivals. Their duties include assisting school children from the buses and escorting them to the inside pool area
- School carnivals are booked throughout February and early March
- The buses are currently dropping off children at Elizabeth Street in the same location they have done for many years prior to the refurbishment of the pool

**Comment from Director Infrastructure:**

Council's traffic and transport planning team have been reviewing specific post-opening traffic and parking matters with the project managers and pool management.

Council does not have the resources to undertake a detailed study of this nature in-house and a May 2021 timeframe for completion of this work is not considered achievable.

Depending on its scope, it may cost \$20,000 to have a study undertaken externally and a funding source would need to be identified.

**ATTACHMENTS**

Nil.



**Item No:** C0321(2) Item 16  
**Subject:** NOTICE OF MOTION: WESTCONNEX LILYFIELD ROAD  
**From:** Councillor John Stamolis

**MOTION:**

**THAT Council to progress work with TfNSW and the Westconnex project team to develop better traffic and pedestrian safety outcomes along Lilyfield Road.**

**Background**

TfNSW representatives have advised that they are prepared to discuss and/or provide for traffic and pedestrian safety along Lilyfield Road to benefit the local community.

As part of this, TfNSW could move the boundary of WestConnex from the southern side of Lilyfield Road to the northern side to address the linkage between the new Rozelle park and Easton Park. They have advised that this could be considered but would need to work with Council, as Council currently have a licence over the road.

**Officer's Comments:**

Staff have no comment.

**ATTACHMENTS**

Nil.

Item No: C0321(2) Item 17  
Subject: NOTICE OF MOTION: PRINT AND POST INFRINGEMENT NOTICE  
From: The Mayor, Councillor Darcy Byrne

**MOTION:**

THAT Council:

1. Notes the Councillor Briefing Note proposing Regulatory Services implement a 6-month trial of Revenue NSW's Print and Post service (Attachment 1);
2. Notes the Council resolution of 13 October 2020 in relation to the use of technology in Parking Management and Enforcement;
3. Receives a report on what community consultation, particularly with residents and affected business owners, was undertaken prior to making the decision to implement a 6-month trial of the Print and Post service (see Item 2 of 13 October 2020 motion), and;
4. Defers any implementation of a Print and Post trial until a report on the upcoming tender for the provision of parking technology comes to Council.

**Background**

C1020(1) Item 1 Use of Technology in Parking Management and Enforcement

Motion: (Byrne/Kiat)

THAT:

1. Council receive and note the ARRB report entitled 'Use of Technology in Parking Management and Enforcement';
2. Council commit to undergoing staff and community consultation, particularly with residents and affected business owners, before supporting a change to the existing parking management and enforcement system; and
3. Council receive a briefing addressing the recommendations of the ABBR report with respect to:
  - The likely impacts on existing parking enforcement staff and possible implications for internal redeployment;
  - Comparative financial analysis of the status quo and the recommendations;
  - Evidence supporting the need, if any, for investment in a system of bay sensors, camera bay monitoring and LPR camera based occupancy in non-ticketed time restricted parking areas in Ashfield, Summer Hill and Dulwich Hill; and
  - How the Inner West community could be best consulted on the options available

to Council.

4. The Mayor convene a meeting for Council with Parking Australia, including interested Councillors, to inform Council of all options for the upcoming tender for the provision of parking technology.

**Motion Carried**

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

**Against Motion:** Nil

**Officer's Comments:**

**Comment from Chief Operating Officer, Director Development and Recreation**

All progress relating to the use of technology in parking management has been held in abeyance in accordance with the Council resolution. The Print and Post service is not a technology, it is merely a method of printing and sending an infringement notice that is offered via Council's current agreement with Revenue NSW. Please note that Council already in certain circumstances, issue and send infringement notices via the post and has been for 10 years. The change to Revenue NSW carrying out this task is reallocation of an administrative function that will save considerable Officer time.

The implementation of the print and post trial is an operational matter for which community consultation would not typically be undertaken. The implementation of this method of serving notices is in line with our current practise (in certain circumstances) and is a more accurate, customer friendly approach that has multiple benefits to both the customer and Council.

The trial began on 1 March 2021. Council currently has a fleet of aging printers that are overdue for replacement and are experiencing frequent breakdowns. It was determined not to proceed with purchasing new printers as the Print and Post trial was to commence in the near future. To defer the implementation of the trial now would result in Council needing to invest \$45,000 to purchase a new fleet of traditional printers.

The Print and Post service is unrelated to, and was not considered in the technology in parking management and enforcement report. As such, the tender for the provision of parking technology would not add any value to delaying the trial. Additionally, Revenue NSW are the only provider of this service.

**ATTACHMENTS**

1. [Briefing Note to Councillors - Print and Post service for Penalty Infringement Notices](#)



## BRIEFING NOTE

**To:** All Councillors  
**From:** Acting General Manager, Brian Barrett  
**Date:** 16 February 2021  
**Subject:** Print and Post service for Penalty Infringement Notices

Councillors,

### Overview

Revenue NSW has introduced an optional service for the issuing of Penalty Infringement Notices (PINs). Revenue NSW are offering to print and post PINs written by Council.

Regulatory Services will soon be implementing a 6-month trial of the Print and Post service. A review will be undertaken at the conclusion of the trial with the outcome for consideration of a permanent uptake or reversion to previous practice.

### Existing Process

Currently, Council Parking Officers record the relevant information in their devices and either send it to their separate printer for printing and then place it on the offending vehicle or if they are unable to place it on the vehicle, it will be posted by Council.

Currently, the posting of PINs equates to 1-2 full days of an administration officer's time.

### Print and Post Process

In the new process, Officers still record the relevant information into their device, but it is subsequently uploaded to Revenue NSW directly from the device in the field. Revenue NSW will then undertake all the relevant searches and post the Notice to the registered owner.

The Notice's appearance is identical to those received for camera detected offences such as red lights and speeding offences, as such, sections of the community are already familiar with this style of infringement.

### Benefits

#### Improved Process / Customer Service

The Notice issued by Revenue NSW contains more information on how to resolve the PIN than can be accommodated on the current PINs, so customers will be better informed.

As the Notice is branded as Revenue NSW, the customer is more likely to contact Revenue NSW directly (correct process) rather than approach Councillors or Customer Service, which (if undertaken) will result in a faster resolution for the customer, as well as reducing the number of people who contact Council directly.

#### Improved Officer Safety

Officers not placing PINs on vehicles may reduce the number of potential conflict situations for Officers, which is of significant benefit to this already challenging role.

## INNER WEST

### Environmental Benefits

The switch will also have ancillary benefits to the environment,

- Reducing waste as Council will not be consuming as much paper
- Reduced energy consumption from eliminating daily charging of multiple electrical devices
- Less electrical items being purchased and subsequently having to be recycled (4yr cycle)

### Financial

The introduction of the service is cost neutral based upon genuine savings and efficiencies, not fine income.

**Brian Barrett**  
**ACTING GENERAL MANAGER**



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**Item No:** C0321(2) Item 18  
**Subject:** NOTICE OF MOTION: CEMENT AUSTRALIA THROUGHPUT INCREASE APPLICATION  
**From:** The Mayor, Councillor Darcy Byrne

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**MOTION:**

**THAT Council:**

1. Notes that Cement Australia is applying to the Department of Planning, Industry and Environment to increase the upper limit of the amount of cementitious material that can be unloaded, stored and dispatched at its terminal on Glebe Island in any single year, from 600,000 tonnes to up to 1.2 million tonnes (See Attachment 1);
  2. Writes to the Planning Minister explaining Council's concern that if the proposed allowable volume increase is accepted, the increase in truck movements from Glebe Island will have major traffic impacts in an area already heavily impacted by the construction of the WestConnex Rozelle Interchange; and
  3. Writes to the Minister for Transport and Roads seeking the release of the traffic impact assessment for the proposal and the data identifying the estimated increase in traffic movements as well as the cumulative effect on Victoria Road, the City West Link and the ANZAC Bridge.
- 

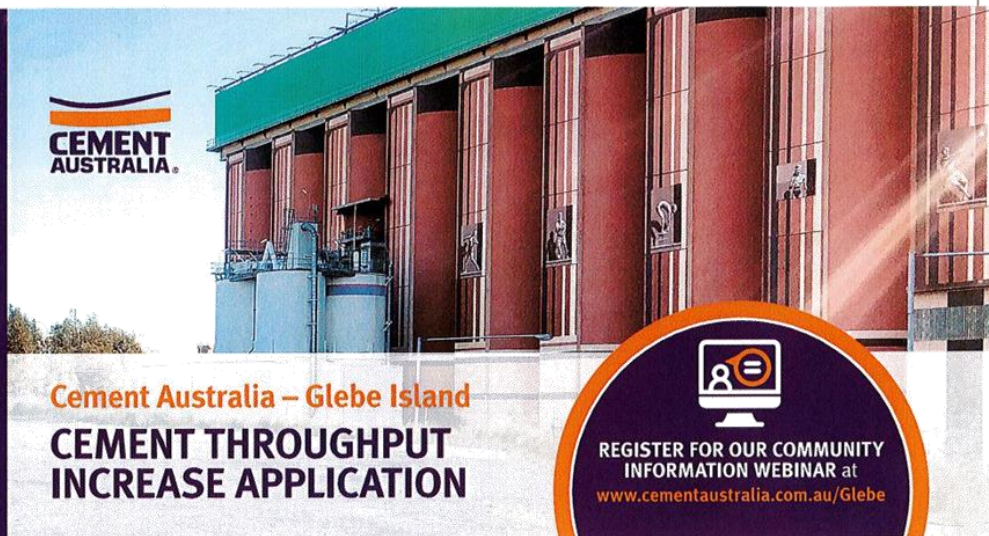
**Officer's Comments:**

**Comment from Traffic & Transport Planning Manager:**

Council officers have discussed the proposal with Cement Australia and anticipate preparing a submission once the EIS has been released on public exhibition.

**ATTACHMENTS**

1. [1.](#) Glebe Island terminal - Cement Throughput Increase Application Flyer



## Cement Australia – Glebe Island CEMENT THROUGHPUT INCREASE APPLICATION

Cement Australia is preparing a State Significant Development Application (SSDA) to the Department of Planning, Industry and Environment (DPIE) to increase the upper limit to the total amount of cementitious materials that can be unloaded, stored and dispatched at its terminal on Glebe Island in any single year from 600,000 tonnes to up to 1.2 million tonnes.

The 16 existing silos and supporting infrastructure Cement Australia currently uses on Glebe Island has sufficient capacity for the proposed increased volume. The Application does not require any construction work, changes in hours of operation nor type of operation.

### Have your say – community information webinar

Cement Australia is undertaking consultation with the community and stakeholders.

The feedback we receive during this process will help inform the Application prior to it being lodged with the DPIE.

Please visit our project website where you can find out more about the Application or register for an upcoming webinar.

The webinars are an opportunity to:

- ✓ Hear further details about the Application;
- ✓ Ask questions of the project team; and
- ✓ Have your say before the development application is submitted to the DPIE.

**Pre-registration for these webinars is essential**

Please register for the webinar at our project website:  
[www.cementaustralia.com.au/Glebe](http://www.cementaustralia.com.au/Glebe)

**TUESDAY**  
1 December  
5:30pm AEDT

**THURSDAY**  
3 December  
6:30pm AEDT

### About the site

Glebe Island has a long history as the industrial heart of the Inner West. In 1921 the tall concrete silos were constructed for grain storage and distribution and used for most of that century.

In 1991, Cement Australia took operation of 16 of the 30 silos for use as a cement terminal. These heritage listed silos will continue to be used in the future.

### Why the increase?

The Glebe Island Silos play a crucial role in Sydney's civil and construction industries, providing approximately 50% of Sydney's cement requirements. The silos' location at a deep water port and the junction of many of Sydney's major roads affords cement trucks direct access to cement and concrete works facilities across the city.

Cement Australia provides material to current and future infrastructure projects including Sydney Metro, Westconnex and the Westmead Hospital Redevelopment, as well as many private developments throughout the city. Much of the cement that is used in those projects passes through the Glebe Island terminal.

Cement Australia cement products are manufactured in Australia, at plants located in Tasmania and Queensland. The proposed increase in capacity will secure Sydney's future cement supply through an efficient use of an existing facility, while supporting Australian jobs and the economy.

We welcome your feedback. If you have any further questions or comments, please contact us: [ca.compliance@cemaust.com.au](mailto:ca.compliance@cemaust.com.au)

[cementaustralia.com.au/Glebe](http://cementaustralia.com.au/Glebe)



**Item No:** C0321(2) Item 19  
**Subject:** QUESTION ON NOTICE: TREE DCP CLARIFICATION  
**From:** Councillor John Stamolis

**Question**

The Tree DCP applies to a **“Dwelling house”**. A **“Dwelling house means a building containing only one dwelling”**.

What is the rationale for the Tree DCP only applying to a **“Dwelling house”** and why is the Tree DCP not uniformly applied to all forms of dwellings, including multi-unit dwellings. As background, the Tree DCP states that **“automatic approval will be granted for any tree located within two (2) metres of a dwelling house or garage”** but excludes multi-unit dwellings by way of the definition of a **“Dwelling house”** meaning owners of a multi-unit dwelling are not treated the same as other ratepayers in a **“Dwelling house”**.

**Answer**

The term ‘Dwelling House’ was provided as a amendment by Council at the 24<sup>th</sup> September 2019 Council meeting and was incorporated into the Tree Management DCP as a result of this amendment. The definition provided is consistent with Council’s Local Environmental Plan (LEP).

**ATTACHMENTS**

Nil.

**Item No:** C0321(2) Item 20  
**Subject:** QUESTION ON NOTICE: STREET TREE PROGRAM  
**From:** Councillor John Stamolis

**Comment by the Acting General Manager:**

Answers to all questions will be provided at an Ordinary Council meeting in April 2021.

**Question**

Street trees are essential for the beautification of our local environment, to provide shade, to reduce heat island effect over hard surfaces and to provide habitat.

Council has recently provided some very good data on street tree planting and removal. It is clear that the number of Council trees is increasing at a positive rate.

It would be useful to place on the public record the nature of Council street tree program including:

- . the number of trees planted annually
- . the number of trees removed annually
- . the nature of Councils street tree inspection and maintenance
- . the frequency of inspections
- . why trees are removed
- . what programs are in place for tree replacement in areas where trees are ageing
- . how Councils' street tree program responds to the urban heat island effect

Any other relevant information would be appreciated.

**ATTACHMENTS**

Nil.