



Burwood Council

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ORDINARY MEETING

Notice is hereby given that a meeting of the Council of Burwood will be held in the Council Chamber, Suite 1, Level 2, 1-17 Elsie Street, Burwood on Tuesday 30 October 2018 at 6pm to consider the matters contained in the attached Agenda.

Bruce Macdonnell
GENERAL MANAGER

Our Mission

**Burwood Council will create a quality lifestyle for its citizens
by promoting harmony and excellence in the delivery of its services**

CONFLICT OF INTERESTS

What is a "Conflict of Interests" - A conflict of interests can be of two types:

Pecuniary - an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person.

A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to a matter or if the interest is of a kind specified in Section 448 of the Local Government Act.

Non-pecuniary – are private or personal interests the Council official has that do not amount to a pecuniary interest as defined in the Local Government Act. These commonly arise out of family, or personal relationships, or involvement in sporting, social or other cultural groups and associations and may include an interest of a financial nature.

Who has a Pecuniary Interest? - A person has a pecuniary interest in a matter if the pecuniary interest is the interest of:

- The person, or
- The person's spouse or de facto partner or a relative of the person, or a partner or employer of the person, or
- A company or other body of which the person, or a nominee, partner or employer of the person, is a member.

No Interest in the Matter - However, a person is not taken to have a pecuniary interest in a matter:

- If the person is unaware of the relevant pecuniary interest of the spouse, de facto partner, relative, partner, employer or company or other body, or
- Just because the person is a member of, or is employed by, a Council or statutory body or is employed by the Crown.
- Just because the person is a member of, or a delegate of the Council to, a company or other body that has a pecuniary interest in the matter so long as the person has no beneficial interest in any shares of the company or body.

N.B. "Relative", in relation to a person means any of the following:

- a) the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descends or adopted child of the person or of the person's spouse;
- b) the spouse or de facto partners of the person or of a person referred to in paragraph (a)

Disclosure and participation in meetings

- A Councillor or a member of a Council Committee who has a pecuniary interest in any matter with which the Council is concerned and who is present at a meeting of the Council or Committee at which the matter is being considered must disclose the nature of the interest to the meeting as soon as practicable.
- The Councillor or member must not be present at, or in sight of, the meeting of the Council or Committee:
 - (a) at any time during which the matter is being considered or discussed by the Council or Committee, or
 - (b) at any time during which the Council or Committee is voting on any question in relation to the matter.

No Knowledge - A person does not breach the Act if the person did not know and could not reasonably be expected to have known that the matter under consideration at the meeting was a matter in which he or she had a pecuniary interest.

What interests do not have to be disclosed (S 448 Act)?

- (a) an interest as an elector,
- (b) an interest as a ratepayer or person liable to pay a charge,
- (c) an interest in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to the public generally, or to a section of the public that includes persons who are not subject to this Part,
- (d) an interest in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to a relative of the person by the council in the same manner and subject to the same conditions as apply to persons who are not subject to this Part,
- (e) an interest as a member of a club or other organisation or association, unless the interest is as the holder of an office in the club or organisation (whether remunerated or not),
- (f) an interest of a member of a council committee as a person chosen to represent the community or as a member of a non-profit organisation or other community or special interest group if the committee member has been appointed to represent the organisation or group on the committee,
- (g) an interest in a proposal relating to the making, amending, altering or repeal of an environmental planning instrument other than an instrument that effects a change of the permissible uses of:
 - (i) land in which the person or a person, company or body referred to in section 443 (1) (b) or (c) has a proprietary interest (which, for the purposes of this paragraph, includes any entitlement to the land at law or in equity and any other interest or potential interest in the land arising out of any mortgage, lease, trust, option or contract, or otherwise), or
 - (ii) land adjoining, adjacent to or in proximity to land referred to in subparagraph (i), if the person or the person, company or body referred to in section 443 (1) (b) or (c) would by reason of the proprietary interest have a pecuniary interest in the proposal,
- (h) an interest relating to a contract, proposed contract or other matter if the interest arises only because of a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company,

- (i) an interest of a person arising from the proposed making by the council of an agreement between the council and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because a relative of the person is a shareholder (but not a director) of the corporation or is a member (but not a member of the committee) of the association or is a partner of the partnership,
- (j) an interest of a person arising from the making by the council of a contract or agreement with a relative of the person for or in relation to any of the following, but only if the proposed contract or agreement is similar in terms and conditions to such contracts and agreements as have been made, or as are proposed to be made, by the council in respect of similar matters with other residents of the area:
 - (i) the performance by the council at the expense of the relative of any work or service in connection with roads or sanitation,
 - (ii) security for damage to footpaths or roads,
 - (iii) any other service to be rendered, or act to be done, by the council by or under any Act conferring functions on the council or by or under any contract,
- (k) an interest relating to the payment of fees to councillors (including the mayor and deputy mayor),
- (l) an interest relating to the payment of expenses and the provision of facilities to councillors (including the mayor and deputy mayor) in accordance with a policy under section 252,
- (m) an interest relating to an election to the office of mayor arising from the fact that a fee for the following 12 months has been determined for the office of mayor,
- (n) an interest of a person arising from the passing for payment of a regular account for wages or salary of an employee who is a relative of the person,
- (o) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a councillor or member of a council committee,
- (p) an interest arising from appointment of a councillor to a body as representative or delegate of the council, whether or not a fee or other recompense is payable to the representative or delegate.

A Councillor is not prevented from taking part in the consideration or discussion of, or from voting on, any of the matters/questions detailed in Section 448 of the Local Government Act.

Non-pecuniary Interests - Must be disclosed in meetings.

If you are a Council official, other than a member of staff of Council and you have disclosed that a significant non-pecuniary conflict of interests exists, you must manage it in one of two ways:

- a) Remove the source of the conflict by relinquishing or divesting the interest that creates the conflict, of reallocating the conflicting duties to another Council official;
- b) Have no involvement in the matter, by absenting yourself from and not taking part in any debate or voting on the issue as if the provisions in Section 451(2) of the Act apply.

If you determine that a non-pecuniary conflict of interests is less than significant and does not require further action, you must provide an explanation of why you consider that the conflict does not require further action in the circumstances.

Disclosures to be Recorded - A disclosure (and the reason/s for the disclosure) made at a meeting of the Council or Council Committee must be recorded in the minutes of the meeting.

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AGENDA

FOR AN ORDINARY MEETING OF BURWOOD COUNCIL
TO BE HELD ON TUESDAY 30 OCTOBER 2018 IN THE COUNCIL CHAMBERS, 1-17 ELSIE STREET,
BURWOOD COMMENCING AT 6.00 PM.

I DECLARE THE MEETING OPENED AT (READ BY MAYOR)

ACKNOWLEDGEMENT OF COUNTRY (READ BY MAYOR)

"I would like to acknowledge the Wangal people who are the Traditional Custodian of this Land. I would also like to pay respect to the Elders both past and present of the Wangal Nation and extend that respect to other Aboriginals present".

PRAYER (READ BY MAYOR)

"Lord, we humbly beseech thee to vouchsafe thy blessing on this Council, direct and prosper its deliberations for the advancement of this area and the true welfare of its people."

TAPE RECORDING OF MEETING (READ BY MAYOR)

"Members of the Public are advised that Meetings of Council and Council Committees are audio recorded for the purpose of assisting with the preparation of Minutes.

The tape recordings will be subject to the provisions of the Government Information (Public Access) Act 2009 (GIPA).

Tapes are destroyed two (2) months after the date of the recording"

APOLOGIES/LEAVE OF ABSENCES

DECLARATIONS OF INTERESTS BY COUNCILLORS

DECLARATION OF POLITICAL DONATIONS (READ BY MAYOR)

"Councillors & Members of the Gallery

As a result of recent changes to the Legislation that governs the legal process for the determination of Development Applications before Council, a person who makes a relevant application to Council or any person with a financial interest in the application must now disclose any reportable political donation or gift made to any local Councillor or employee of Council. Council will now require in its Development Application Forms this disclosure to be made.

Council is also required to publish on its website all reportable political donations or gifts. Should any person having business before Council this evening and being an applicant or party having a financial interest in such application feel that they have not made the appropriate disclosure, Council now invites them to approach the General Manager and to make their disclosure according to Law."

RECORDING OF COUNCILLORS VOTING ON PLANNING DECISIONS

In accordance with Section 375A of the Local Government Act a division must be called for and taken on every Environmental Planning & Assessment decision. The names of those Councillors supporting and those opposed to the decision are to be recorded in the meeting minutes and the register retained by the General Manager.

OPEN FORUM ACKNOWLEDGMENT (READ BY MAYOR)

The Mayor to ask each speaker to confirm that they had read the guidelines about addressing the Council and acknowledge that they had been informed that the meeting was being recorded and that the Council accepts no responsibility for any defamatory comments made. Speakers should refrain from providing personal information unless it is necessary to the subject being discussed, particularly where the personal information relates to persons not present at the meeting

OPEN FORUM COMMENCES

CONFIRMATION OF MINUTES

Recommendation

That the Minutes of the following Meeting of Burwood Council:

A. Council Meeting held on Tuesday 25 September 2018

copies of which were previously circulated to all Councillors be and hereby confirmed as a true and correct record of the proceedings of that meeting.

ADDRESS BY THE PUBLIC ON AGENDA ITEMS ACKNOWLEDGMENT (READ BY MAYOR)

The Mayor to ask each speaker to confirm that they had read the guidelines about addressing the Council and acknowledge that they had been informed that the meeting was being recorded and that the Council accepts no responsibility for any defamatory comments made.

ADDRESS BY THE PUBLIC ON AGENDA ITEMS COMMENCES

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QUESTIONS WITHOUT NOTICE

Councillors are requested to submit any Questions Without Notice in writing.

(ITEM 97/18) DRAFT VOLUNTARY PLANNING AGREEMENTS - 84-88 BURWOOD ROAD BURWOOD

File No: 18/36354

REPORT BY ACTING DIRECTOR PLANNING AND ENVIRONMENTAL SERVICES

Summary

Applicant: Bay Group 2 Pty Ltd
Owner: Bay Group 2 Pty Ltd and Coronation Club Ltd
Company Director(s): Bay Group 2 Pty Ltd:

- Michael Sirob Issa

Coronation Club Ltd:

- Alan Brian Whelpton
- Stanislaus Kass
- Ronald Joseph Lumello
- Graeme Arthur Day
- Wilson Varghese
- Andrew Thompson
- John Seward

Two draft Voluntary Planning Agreements (VPAs) and Explanatory Notes (ENs) in connection with Development Application (DA) BD.2018.047 at 84-88 Burwood Road Burwood have been publicly notified in accordance with the relevant legislation. The draft VPAs will provide for the developer to pay a monetary contribution to Council for additional floor space, and a monetary contribution to Council in lieu of five visitor on-site parking spaces. Council's endorsement is sought to enter into the VPAs after the granting of the consent for the DA and prior to the issuing of any Construction Certificate.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

DA BD.2018.047 proposes to demolish the existing buildings and construct a nine storey mixed use commercial and residential development including a club located on the ground floor, above basement car parking. The proposal seeks to provide Council with a monetary contribution in exchange for 338 square metres of additional Gross Floor Area (GFA), or a 9.86% increase in the maximum Floor Space Ratio (FSR) permitted by the *Burwood Local Environmental Plan* (BLEP) 2012. The FSR will increase from 3:1 being the maximum permitted to 3.296:1. The proposal also seeks to provide Council with a monetary contribution in lieu of five on-site visitor parking spaces.



Figure 1: Site Location Map

Draft VPAs and ENs

VPA for Additional Development

The draft VPA will:

- Provide a monetary contribution to Council for the purposes of providing, augmenting or improving open space, community facilities or other public facilities as determined by Council in accordance with the *Burwood Open Space and Community Facilities Study* undertaken for Council
- Provide the developer, in exchange for making the monetary contribution, additional FSR over the development site, based on the *Burwood Town Centre Urban Design Study* undertaken for Council, which recommended a maximum 10% FSR increase.

Under the draft VPA the developer proposes to pay Council \$591,500 based on the monetary contribution rate of \$1,750 per square metre of additional GFA.

VPA for Parking Shortfall

The draft VPA provides for the developer to pay a monetary contribution to Council in exchange for five on-site visitor parking spaces.

Under the draft VPA the developer proposes to pay Council \$198,000 based on Council's Fees and charges 2017/18, which imposes \$49,500 per parking shortfall in the Burwood Town Centre. The Burwood Development Control Plan (BDPC) 2013 allows 20% discount for each on-site visitor parking space shortfall.

The documents were referred to Council's solicitors for their advice and vetting. The draft VPAs and ENs have been modified in negotiation with the applicant to resolve discrepancies and anomalies identified by Council's solicitors.

Further minor revision of the draft VPAs may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPAs.

Consultation

Following the modification and negotiation of the document contents, the draft VPAs and ENs were publicly notified for a period of 28 days from 21 August 2018 to 18 September 2018. The public notice was placed in the local newspaper and on Council's website. Hard copies were also made available to view at Council's Customer Service Centre. No submissions have been received in response to the public exhibition.

Planning or Policy Implications

Council has a *Planning Agreements Policy*. The Policy contains an acceptability test which stipulates the matters that Council should consider when determining whether or not to enter into a VPA. Consideration of these matters against the draft VPAs is outlined below:

1. The VPAs are directed towards a proper legitimate planning purpose. The VPAs provide funds to Council to be used to provide the augmentation or improvement of open space, community facilities, public car parking or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*, and the BDCP.
2. The VPAs would result in a public benefit. The contribution to Council would be used towards public facilities and provide public car parking, being made available to the general public, in place of parking within a private development.
3. The VPAs provide a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development. A monetary contribution in exchange for the parking shortfall within the development will be utilised to provide public car parking that will ultimately be more beneficial to the community.
4. The VPAs would be taken into consideration in the assessment of the DA. The DA must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning assessment. If the VPAs are not entered into, approval of the DA could not be granted.
5. The VPAs would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities, as well as the provision of additional public car parking, by Council, are an expectation of the community. The VPAs provide Council with the financial resources to assist in the delivery.
6. The VPAs promote Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – to provide an enhanced and more flexible development contributions system for Council. The VPAs encourage flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
 - Objective 'b' – to supplement or replace, as appropriate, the application of s7.11 and s7.12 of the Act for development. The VPAs supplements Council's Section 7.12 Plan because the VPA contributions are on top of established Section 7.12 contributions.
 - Objective 'e' – to lever planning benefits from development wherever possible. The VPAs would facilitate the provision of public facilities, which represent a public benefit.
7. The VPAs conform to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:

- Principle 'a' – planning decisions may not be bought or sold through planning agreements. Council is not obliged to support the DA and instead, each application must be considered on the individual merit.
 - Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose. The manner in which the VPAs are proposed to be used is in accordance with Council's studies.
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPAs should it determine to do so.

Financial Implications

VPA for Additional Development

The VPA would provide for a monetary contribution of \$591,500 (depending on the final determination of the DA), based on the \$1,750 per square metre of additional GFA rate to Council for the provision of the augmentation or improvement of open space, community facilities, or other public facilities. Council would be obliged under legislation to allocate the contribution and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities.

The provision of public facilities by Council would not coincide with the completion of the subject development, and would be undertaken at a time determined by Council at its discretion.

VPA for Parking Shortfall

The VPA would provide for a monetary contribution of \$198,000 to Council towards the provision of public car parking within the Burwood Town Centre. Under Council's Fees and Charges 2018/19, \$50,640 per parking space shortfall will be charged. The monetary contribution payable in lieu of five on-site visitor parking spaces will be $\$50,640 \times 5 \times 80\% = \$202,560$. Council would be obliged under legislation to allocate the contributions and any return on its investment to the provision of, or the recoupment of the cost of providing public car parking.

The provision of public parking by Council would not coincide with the completion of the subject development and would be undertaken at a time determined by Council at its discretion.

Conclusion

The VPA for additional development will provide Council with a monetary contribution of \$591,500 for the augmentation or improvement of open space and community facilities. \$202,560 would be expected to be paid to Council in lieu of five on-site visitor parking spaces under the VPA for parking shortfall. It is recommended that arrangements be made for the execution of the VPAs by Council authorising the signing of the agreements, after the granting of the DA but prior to the issue of any Construction Certificate, which would include a condition on the consent requiring that the VPAs be entered into.

Council's endorsement is now sought to enter into the VPAs for 84-88 Burwood Road Burwood.

Recommendation(s)

1. That Council enter into the VPA for 84-88 Burwood Road Burwood for the provision of a monetary contribution of \$591,500 towards open space and community facilities after the granting of the consent for DA BD.2018.047, which would include a condition on consent requiring that the VPA be entered into prior to the issuing of any Construction Certificate.
2. That Council enter into the VPA for 84-88 Burwood Road Burwood for the provision of a monetary contribution of \$202,560 towards public car parking after the granting of the

consent for DA BD.2018.047, which would include a condition on the consent requiring that the VPA be entered into prior to the issuing of any Construction Certificate.

3. That Council authorise the General Manager to sign the VPAs and any related documentation under his Power of Attorney.
4. That Council authorise the General Manager to endorse the minor revisions of the VPAs documents prior to execution.
5. That the Developer pay the monetary contributions (dollar value dependant on the final determination of the DA) to Council, on or before, the execution of the VPAs by Council.

Attachments

- 1 [↓](#) Explanatory Note for additional development
- 2 [↓](#) Explanatory Note for parking shortfall
- 3 [↓](#) Planning Agreement for additional development
- 4 [↓](#) Planning Agreement for parking shortfall

PLANNING AGREEMENT - Explanatory Note

Environmental Planning and Assessment Regulation 2000 (NSW) (EP&A Regulation 2000)

Planning Agreement for the provision of monetary contribution for public benefit at 84-88 Burwood Road, Burwood NSW 2134

Under Section 7.4 of the *Environmental Planning and Assessment Act 1979 (NSW) (EP&A Act)*

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Coronation Club Limited (**Proprietor**)
- (3) Bay Group 2 Pty Limited (**Developer**)

2. Description of Subject Land

Folio Identifiers: 2/881542 and 12/723608
 Location: 84-86 Burwood Road, Burwood NSW 2134 and 88 Burwood Road, Burwood NSW 2134

3. Description of Proposed Development

The Developer has lodged a development application (being DA 47/2018) for the land which proposes demolition of the existing building and mixed development. The application includes a voluntary planning agreement for material and financial contribution to Council as a public benefit as part of the application seeking approval for additional gross floor space of 338m² of residential floor space above what the Burwood LEP would normally allow overall.

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

[Clause 25E(1)(a) of the EP&A Regulation 2000]

The intent of the Planning Agreement is to ensure that public benefits are provided in the form of provision, augmentation or improvement of open space, community facilities or other public facilities as proposed by the development application and determined by Council.

The Planning Agreement is proposed to require a monetary contribution for an amount of \$591,500.00 (excluding GST) being \$1,750.00 (excluding GST) per square metre (338m²) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Clause 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Clause 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

- The monetary contributions paid by the **Developer** under this Planning Agreement will be used by **Council** to provide, augment, or improve open space, community facilities, or other public facilities as determined by Council.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

- (i) Council has conducted an Urban Design Study which revealed that in parts of the Burwood Town Centre, including the area in which the subject land is located, there is some potential for a maximum increase of 10% in FSR. Council has also prepared a Burwood Open Space and Community Facilities Study, which identified public benefit requirements in the Burwood Local Government Area.
- (ii) The Planning Agreement will secure a considerable material benefit to the public as the Council is to use, or put the monetary contribution towards, the provision of material benefits such as civil infrastructure, public domain upgrades and facilities for the Burwood Town Centre, which will not only benefit the users and those in the immediate vicinity of the Burwood Town Centre but the wider Burwood population. This is considered to be a substantial public benefit and the Planning Agreement achieves this objective of delivering the benefit.

5.2 Promotion of the public interest

[Clause 25E(2)(a) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

- Ensuring the orderly use and development of land by ensuring that public benefits are provided where a development site achieves additional FSR.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- (i) The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- (ii) The provision and co-ordination of community services and facilities; and
- (iii) Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of the Council's charter (now Principles)

[Clause 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's previous charter under Section 8 of the *Local Government Act 1993* (NSW) as follows [italicised sections come directly from the Charter]:

- (i) Council undertakes to provide *adequate, equitable and appropriate services for the community*. The Planning Agreement provides the monetary resources to assist Council in the provision of civil infrastructure, public domain upgrades and facilities for the augmentation, or improvement of open space, community facilities, and other public facilities for the Burwood Town Centre and ensures that those *facilities are managed efficiently and effectively*. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.

- (ii) Council undertakes to involve *councillors, members of the public, users of facilities and services, and council staff* in its activities. The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to *keep the local community informed*.

5.4 Capital Works Program

[Clause 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with or promotes that capital works program:

- Council has in place a capital works program, but the program does not, to date, identify public benefits within the Burwood Town Centre.
- Council has prepared a Burwood Community Facilities and Open Space Study which identifies works and improvements to community facilities and open space to be carried out. These are known as public benefits. This study will inform the capital works program as it is reviewed annually where those public benefits will be included within the capital works program including when and where sufficient funds are available.

6. Whether the draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate is issued.

The Planning Agreement provides that the Monetary Contribution be paid prior to the issue of any construction certificate for the proposed development.

PLANNING AGREEMENT - Explanatory Note

Environmental Planning and Assessment Regulation 2000 (NSW) (EP&A Regulation 2000)

Planning Agreement for the provision of monetary contribution in lieu of Visitor Parking spaces at 84-88 Burwood Road, Burwood NSW 2134

Under Section 7.4 of the *Environmental Planning and Assessment Act 1979 (NSW) (EP&A Act)*

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Coronation Club Limited (**Proprietor**)
- (3) Bay Group 2 Pty Limited (**Developer**)

2. Description of Subject Land

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

Folio Identifiers: 2/881542 and 12/723608
 Location: 84-86 Burwood Road, Burwood NSW 2134 and 88 Burwood Road, Burwood NSW 2134

3. Description of Proposed Change to Development

The Developer has lodged a Development Application (being DA 47/2018) which provides a shortfall of five (1) Visitor Parking spaces.

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

[Clause 25E(1)(a) of the EP&A Regulation 2000]

The offer made by the **Developer** as set out in the Planning Agreement is based on the parking provision of Burwood Council's Development Control Plan and is consistent with that provision.

The intent of the Planning Agreement is to ensure that the parking needs of the incoming population into the Burwood local government area are met.

The monetary contributions to be provided by the **Developer** under the Planning Agreement is an amount of \$198,000.00, payable before issue of any Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

Version Control: 23.07.2018

[Clause 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Clause 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

The monetary contributions paid by the **Developer** under this Planning Agreement will be used by **Council** to develop public carparking facilities within the Burwood Town Centre.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

The planning provision enabling monetary contributions in lieu of parking on-site is contained within Burwood Development Control Plan, a publically exhibited document which was initially adopted by Council on 12 February 2013. The mechanism allows the aggregation of funds by Council for the provision of efficient and sensitively located public carparking facilities.

5.2 Promotion of the public interest

[Clause 25E(2)(a) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

Ensuring the orderly use and development of land by ensuring that the location and design of public carparking facilities function effectively and safely. The Planning Agreement provides for the provision of public carparking in lieu of private-use Visitor Parking.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- i. The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- ii. The provision and co-ordination of community services and facilities; and
- iii. Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of the Council's charter (now Principles)

[Clause 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter (now principles) under Section 8 of the Local Government Act 1993 as follows [italicised sections come directly from the previous Charter]:

Council undertakes to provide *adequate, equitable and appropriate services for the community*. The Planning Agreement provides the monetary resources for Council to assist in the provision of additional public carparking and ensure that those *facilities are managed efficiently and effectively*. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.

Council undertakes to involve *councillors, members of the public, users of facilities and services, and council staff* in its activities. The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to *keep the local community informed*.

Council seeks to ensure that it *acts consistently and without bias*, which is why Council's provisions for Planning Agreements which allow for contributions in lieu of parking is set out in its Development Control Plan.

5.4 Capital Works Program

[Clause 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with that capital works program:

Council has in place a capital works program, but the program does not, to date, identify additional public carparking facilities within the [insert name] Town Centre. The capital works program is subject to annual review and any proposal for additional public carparking would be initiated where sufficient funds are available.

6. Whether the draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate is issued.

The Planning Agreement provides that the Monetary Contribution be paid prior to the issue of any construction certificate for the proposed development.

PLANNING AGREEMENT

PARTIES

Burwood Council ABN 84 362 114 428 of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (the **Council**).

and

Coronation Club Limited ACN 000 191 659 of 86 Burwood Road, Burwood in the State of New South Wales (**Proprietor**).

and

Bay Group 2 Pty Limited ACN 626 695 154 of 18 Tivoli Avenue, Rose Bay in the State of New South Wales (**Developer**).

- A. Coronation Club Pty Limited is the registered proprietor of Lot 2 DP 881542 situated at 84-86 Burwood Road, Burwood.
- B. Bay Group 2 Pty Limited is the registered proprietor of Lot 12 DP 723608 situated at 88 Burwood Road, Burwood.
- C. On 20 April 2018, Development Application DA No. 47/2018 was submitted by the Developer to the Council for development consent for development to be carried out on the Land for the purpose of demolition of the existing building and a 9 storey mixed development comprising a club on the ground floor, residential above and a basement carpark.
- D. The Development Application seeks a 10% increase in floor space ratio for the Development.
- E. The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities and other public facilities as determined by the Council if the Development Consent is granted.
- F. As contemplated by section 7.4 of the Act, the parties wish to enter into this Planning Agreement if the Development Consent is granted.

Operative Provisions

1. Planning Agreement under the Act

The Parties acknowledge and agree that this Planning Agreement is a planning agreement within the meaning of section 7.4 of the Act and is governed by Subdivision 2 of Part 7 of the Act.

Version Control: 23.07.2018

DA 47/2018

Page 1

Proprietor Initial:

Developer Initial:

Council Initial:

2. Application of this Planning Agreement

This Planning Agreement applies to:

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

3. Operation of this Planning Agreement

- 3.1 The parties are to execute this Planning Agreement immediately following the grant by the Council of Development Application No. 47/2018.
- 3.2 This Planning Agreement shall operate from the date of execution of this Planning Agreement.

4. Definitions and interpretation

- 4.1 In this Agreement the following definitions apply:

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

Approval means any approvals, consents, section 4.55 modifications, Part 6 certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Joint Regional Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Subdivision 6.3 of Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW) approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application No. 47/2018 as made by the Developer and as a result of any conditions of Development Consent.

Development Application has the same meaning as in the Act.

Development Consent means the consent granted in connection with Development Application No. 47/2018.

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

GST has the meaning as in the GST Law.

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

Land means Lot 2 in Deposited Plan 881542 situated at and known as 84-86 Burwood Road, Burwood NSW 2134 and Lot 12 in Deposited Plan 723608 situated at and known as 88 Burwood Road, Burwood NSW 2134.

Law means:

- a) the common law including principles of equity; and
- b) the requirement of all statutes, rules, ordinances, codes, instruments, regulations, proclamations, by-laws or consent by an Authority, that presently apply or that may apply in the future.

Monetary Contribution means the sum of \$591,500.00 excluding GST representing \$1,750 x 338m².

Party means a party to this Planning Agreement, including their successors and assigns.

Planning Agreement means this Planning Agreement.

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of open space, community facilities, or other public facilities as determined by the Council.

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

4.2 In the interpretation of this Planning Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) A reference in this Planning Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Planning Agreement are payable in Australian dollars.
- (e) A reference in this Planning Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

- (f) A reference in this Planning Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Planning Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Planning Agreement includes the agreement recorded in this Planning Agreement.
- (m) A reference to a party to this Planning Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Planning Agreement.

5. Development Contributions to be made under this Planning Agreement

- 5.1 The Developer will pay to the Council the Monetary Contribution after Development Consent and prior to the issue of any Construction Certificate for the Development.
- 5.2 The payment of the Monetary Contribution will be by way of the delivery of a bank cheque to the Council which must be:
 - (a) made payable to the Council; and
 - (b) in a form acceptable to the Council.
- 5.3 The Developer and the Proprietor each covenant and agree not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to the Council hereunder has been paid.
- 5.4 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developer, or any subsequent holder of the Development Consent, or an application for the issue of the Construction Certificate is refused, Council will refund the amount of the Monetary Contribution to the Developer within 14 days of notice being given to Council by the Developer of such an event.
- 5.5 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.4 of this Planning Agreement, the Planning Agreement shall continue to have effect.
- 5.6 In the event the Development Consent expires, is abandoned, is surrendered, or ceases to have effect, the Planning Agreement will also expire and cease to have effect and from that point on not be binding on any party.

6. Application of the Development Contributions

6.1 The Monetary Contribution paid by the Developer under this Planning Agreement will be used by the Council to develop and provide Public Facilities.

6.2 The Public Facilities will:

- (a) not be provided to coincide with the conduct or completion of the Development;
- (b) be constructed at a time determined by the Council at its absolute discretion;
- (c) be available for use by the general public and will not be restricted for use by patrons, visitors and occupiers of the Development.

7. Application of section 7.11, 7.12 and 7.24 of the Act to the Development

This Planning Agreement does not exclude the application of:

- (a) section 7.11, 7.12 or 7.24 of the Act;
- (b) any affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application No. 47/2018. Benefits under the Planning Agreement are not to be taken into account in determining a development contribution under section 7.11, 7.12 or 7.24 the Act.

8. Registration of this Planning Agreement

8.1 The Proprietor and the Developer each covenant with the Council:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Planning Agreement over the title to the Land pursuant to section 7.6 of the Act from all persons who have an interest in the Land;
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Planning Agreement to be registered on the title of the Land;
- (c) that if this Planning Agreement is not registered on the title to the Land, and if the Proprietor should propose to sell the Land or any part thereof then it shall:
 - (i) within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with Council a like agreement to this present Planning Agreement in which substantially the same covenants as set out herein shall apply;
 - (iii) within seven (7) days of exchange of contracts for the sale, notify the Council of the sale and provide the Council with a copy of the contract;

- (iv) within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form of this Planning Agreement, have it executed by the purchaser and return it to the Council;
- (v) that if this Planning Agreement is not registered on the title to the Land, and if the Proprietor and/or the Developer should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then they shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with the Council substantially in the form of this Planning Agreement insofar as concerns the interest assigned or transferred and shall provide same to the Council.

8.2 The Proprietor and the Developer further covenant and agree with the Council that pending the registration of this Planning Agreement on the title of the Land as required by clause 8.1, the Council shall be entitled to register a caveat at Land & Property Information over the title to the Land to protect its interest therein pursuant to this Planning Agreement

9. Acknowledgements

9.1 The Developer and the Proprietor acknowledge that the Council may include a notation on Planning Certificates under section 10.7 (5) of the Act in relation to this Planning Agreement.

9.2 The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

10.1 If a party believes that there is a dispute in respect of this Planning Agreement then:

- (a) the party must give notice in writing to the other party stating that there is a dispute (**the Dispute Notice**); and
- (b) the Dispute Notice must outline:
 - (i) what the party believes the dispute to be;
 - (ii) what the party wants to achieve;
 - (iii) what the party believes will settle the dispute; and
 - (iv) who will be the party's representative to negotiate the dispute.

10.2 Within fifteen (15) business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.

10.3 Both parties must adhere to the dispute resolution procedure set out in this Planning Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Planning Agreement.

10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Planning Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

11.1 This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.

11.2 For the avoidance of doubt, nothing in this Planning Agreement prevents:

- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; and
- (b) the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

11.3 The rights of the Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of the Council existing at law or which the Council would otherwise have available to it.

12. Notices

12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that party at its address set out below.
- (b) Faxed to that party at its fax number set out below.
- (c) Email to that party at its email address set out below.

Council

Attention: The General Manager

Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: council@burwood.nsw.gov.au

Proprietor

Attention: Carolynne Williams

Address: 86 Burwood Road, Burwood NSW 2134

Post: 86 Burwood Road, Burwood NSW 2134

Fax Number: n/a

Email: ceo@coronationclub.com.au

Developer

Attention: Michael Issa

Address: 18 Tivoli Avenue, Rose Bay NSW 2029

Post: 18 Tivoli Avenue, Rose Bay NSW 2029

Fax Number: n/a

Email: hoteldesign@yahoo.com

12.2 If a party gives the other party three (3) business days' notice of a change of its address or fax number or email, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address, fax number, or email address.

12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two (2) business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.
- (d) If it is sent by email, at the time it is sent.

12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day on the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Planning Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Proprietor and the Developer agree that this Planning Agreement shall be binding upon the Proprietor and the Developer and upon their respective transferees, assignees or successors.

15. Costs

Version Control: 23.07.2018

DA 47/2018

Page 8

Proprietor Initial:

Developer Initial:

Council Initial:

15.1 The Proprietor and/or the Developer shall bear the Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.

15.2 The Proprietor and/or the Developer will pay Council's reasonable legal costs not exceeding \$5,000.00 (five thousand dollars) directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement and of drafting, registering and removing caveats on the title to the Land.

16. Entire Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Planning Agreement was executed, except as permitted by law.

17. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Planning Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

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

19. Joint and individual liability and benefits

Except as otherwise set out in this Planning Agreement, any agreement, covenant, representation or warranty under this Planning Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

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

21. Representations and warranties

The parties represent and warrant that they have power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Planning Agreement, but the rest of this Planning Agreement is not affected.

23. Modification

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

24. Waiver

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

25. Explanatory note

The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. GST

26.1 All words in this clause which are also defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.

26.2 The consideration for any supply under this Planning Agreement excludes GST.

26.3 Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.

26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.

26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Release from Planning Agreement

Once the Council is satisfied that the Proprietor and the Developer have fully complied with all of their obligations under this Planning Agreement, the Council agrees to provide a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances the Council will do all things reasonably necessary, including the execution of any

documents to enable the Proprietor to remove any caveat and the notation of this Planning Agreement on the title to the Land.

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Proprietor Initial:

Developer Initial:

Council Initial:

Planning Agreement for additional development

EXECUTED AS AN AGREEMENT

.....
Date

Signed for and on behalf of **Burwood Council** by)
its attorney, Bruce Gordon Macdonnell under)
Power of Attorney dated 29 November 2017)
registered book 4736 number 451 the presence)
of:

.....
Signature of Witness

.....
(Print) Name of Witness

.....
Signature of Attorney

Bruce Gordon Macdonnell

.....
(Print) Full Name of Attorney

Level 2, 1 - 17 Elsie Street, Burwood, New South
Wales, 2134

.....
(Print) Address

By executing this document, the attorney certifies
that he has not received notification of revocation
of the power of attorney.

On behalf of Coronation Club Limited:

Coronation Club Limited (ACN 000 191 659) executed this agreement pursuant to section 127 of the
Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Print Full Name of Director/Secretary

.....
Date

.....
Signature of Director

.....
Print Name of Director

On behalf of Bay Group 2 Pty Limited:

Bay Group 2 Pty Limited (ACN 626 695 154) executed this agreement pursuant to section 127 of the
Corporations Act in the presence of:

.....
Signature of Witness

.....
Print Full Name of Witness

.....
Date

.....
Signature of Sole Director/Secretary

Michael Issa

.....
Print Full Name of Sole Director/Secretary

PLANNING AGREEMENT

PARTIES

Burwood Council ABN 84 362 114 428 of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (**Council**)

and

Coronation Club Limited ACN 000 191 659 of 86 Burwood Road, Burwood in the State of New South Wales (**Proprietor**).

and

Bay Group 2 Pty Limited ACN 626 695 154 of 18 Tivoli Avenue, Rose Bay in the State of New South Wales (**Developer**).

Background

- A. Coronation Club Pty Limited is the registered proprietor of Lot 2 DP 881542 situated at 84-86 Burwood Road, Burwood.
- B. Bay Group 2 Pty Limited is the registered proprietor of Lot 12 DP 723608 situated at 88 Burwood Road, Burwood.
- C. On 20 April 2018, Development Application, DA No. 47/2018 was submitted by the Developer to the Council for development consent for development to be carried out on the Land for the purpose of demolition of the existing building and a 9 storey mixed development.
- D. The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities and other public facilities as determined by the Council if the Development Consent is granted, in lieu of five car parking spaces.
- E. As contemplated by section 7.4 of the Act, the parties wish to enter into this Planning Agreement if the Development Consent is granted.

Operative Provisions

1. Planning Agreement under the Act

The Parties agree that this Planning Agreement is a planning agreement within the meaning of section 7.4 of the Act and governed by Subdivision 2 of Part 7 of the Act.

2. Application of this Planning Agreement

This Planning Agreement applies to:

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

Version Control: 23.07.2018

Proprietor Initial: Developer Initial: Council Initial:

3. Operation of this Planning Agreement

- 3.1 The parties are to execute this Planning Agreement immediately following the grant by the Council of Development Application, DA 47/2018.
- 3.2 The Agreement shall operate from the date of execution of this Planning Agreement.

4. Definitions and interpretation

- 4.1 In this Planning Agreement the following definitions apply:

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

Approval means any approvals, consents, section 4.55 modifications, Part 6 certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Joint Regional Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Subdivision 6.3 of Part 6 of the *Environmental Planning and Assessment Act 1979 (NSW)* approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application No. 47/2018 as made by the Developer and as a result of any conditions of Development Consent.

Development Application has the same meaning as in the Act.

Development Consent means the consent granted in connection with Development Application No. 47/2018

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

GST has the same meaning as in the GST Law.

Planning Agreement for parking shortfall

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

Land means Lot 2 in Deposited Plan 881542, known as 84-86 Burwood Road, Burwood NSW 2134 and Lot 12 in Deposited Plan 723608, known as 88 Burwood Road, Burwood NSW 2134.

Law means:

- a) the common law including principles of equity; and
- b) the requirement of all statutes, rules, ordinances, codes, instruments, regulations, proclamations, by-laws or consent by an Authority, that presently apply or that may apply in the future.

Monetary Contribution means \$198,000.00 excluding GST.

Party means a party to this Planning Agreement, including their successors and assigns.

Planning Agreement means this Planning Agreement.

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of open space, community facilities, or other public facilities as determined by the Council.

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

4.2 In the interpretation of this Planning Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) A reference in this Planning Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Planning Agreement are payable in Australian dollars.
- (e) A reference in this Planning Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Planning Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

Planning Agreement for parking shortfall

- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Planning Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Planning Agreement includes the agreement recorded in this Planning Agreement.
- (m) A reference to a party to this Planning Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Planning Agreement.

5. Development Contributions to be made under this Planning Agreement

- 5.1 The Developer will pay to the Council the Monetary Contribution after Development Consent and prior to the issue of any Construction Certificate for the Development.
- 5.2 The payment of the Monetary Contribution will be by way of the delivery of a bank cheque to the Council which must be:
 - (a) made payable to the Council; and
 - (b) in a form acceptable to the Council.
- 5.3 The Developer and the Proprietor each covenant and agree not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to the Council hereunder has been paid.
- 5.4 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developer, or any subsequent holder of the Development Consent, or an application for the issue of the Construction Certificate is refused, Council will refund the amount of the Monetary Contribution to the Developer within 14 days of notice being given to Council by the Developer of such an event.
- 5.5 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.4 of this Planning Agreement, the Planning Agreement shall continue to have effect.
- 5.6 In the event the Development Consent expires, is abandoned, is surrendered, or ceases to have effect, the Planning Agreement will also expire and cease to have effect and from that point on not be binding on any party.

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Proprietor Initial: Developer Initial: Council Initial:

Planning Agreement for parking shortfall

6. Application of the Development Contributions

- 6.1 The Monetary Contribution paid by the Developer under this Planning Agreement will be used by Council to develop and provide Public Facilities.
- 6.2 The Public Facilities will:
 - (a) not be provided to coincide with the conduct or completion of the Development;
 - (b) be constructed at a time determined by Council at its absolute discretion;
 - (c) be available for use by the general public and will not be restricted for use by patrons, visitors and occupiers of the Development.

7. Application of and Sections 7.11, 7.12 or 7.24 of the Act to the Development.

This Planning Agreement does not exclude the application of:

- (a) section 7.11, 7.12 or 7.24 of the Act;
- (b) any affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application No. 47/2018. Benefits under the Planning Agreement are not to be taken into account in determining a development contribution under section 7.11, 7.12 or 7.24 the Act.

8. Registration of this Planning Agreement

- 8.1 The Proprietor and the Developer each covenant with the Council:
 - (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Planning Agreement over the title to the Land pursuant to section 7.6 of the Act from all persons who have an interest in the Land;
 - (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Planning Agreement to be registered on the title of the Land;
 - (c) that if this Planning Agreement is not registered on the title to the Land, and if the Proprietor should propose to sell the Land or any part thereof then it shall:
 - (i) within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with Council a like agreement to this present Planning Agreement in which substantially the same covenants as set out herein shall apply;

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Proprietor Initial: Developer Initial: Council Initial:

Planning Agreement for parking shortfall

- (iii) within seven (7) days of exchange of contracts, notify the Council of the sale and provide the Council with a copy of the contract;
- (iv) within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form of this Planning Agreement, have it executed by the purchaser and return it to the Council;
- (v) that if this Planning Agreement is not registered on the title to the Land, and if the Proprietor and/or the Developer should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then they shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with the Council substantially in the form of this Planning Agreement insofar as concerns the interest assigned or transferred and shall provide same to the Council.

8.2 The Proprietor and the Developer further covenant and agree with the Council that pending the registration of this Planning Agreement on the title of the Land as required by clause 8.1, the Council shall be entitled to register a caveat at Land & Property Management Authority over the title to the Land to protect its interest therein pursuant to this Planning Agreement

9. Acknowledgements

9.1 The Developer and the Proprietor acknowledge that the Council may include a notation on Planning Certificates under section 10.7(5) of the Act in relation to this Planning Agreement.

9.2 The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

10.1 If a party believes that there is a dispute in respect of this Planning Agreement then:

- (a) the party must give notice in writing to the other party stating that there is a dispute (**the Dispute Notice**); and
- (b) the Dispute Notice must outline:
 - (i) what the party believes the dispute to be;
 - (ii) what the party wants to achieve;
 - (iii) what the party believes will settle the dispute; and
 - (iv) who will be the party's representative to negotiate the dispute.

10.2 Within fifteen (15) business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.

10.3 The parties must adhere to the dispute resolution procedure set out in this Planning Agreement. The only time that either party may depart from the dispute resolution

Planning Agreement for parking shortfall

procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Planning Agreement.

10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Planning Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

11.1 This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.

11.2 For the avoidance of doubt, nothing in this Planning Agreement prevents:

- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; and
- (b) the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

11.3 The rights of the Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of the Council existing at law or which the Council would otherwise have available to it.

12. Notices

12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that party at its address set out below.
- (b) Faxed to that party at its fax number set out below.
- (c) Email to that party at its email address set out below.

Council

Attention: The General Manager
 Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134
 Post: PO Box 240, Burwood NSW 1805
 Fax Number: 9911 9900
 Email: council@burwood.nsw.gov.au

Proprietor

Attention: Carolynne Williams
 Address: 86 Burwood Road, Burwood NSW 2134

Fax Number: n/a

Email: ceo@coronationclub.com.au

Developer

Attention: Michael Issa

Address: 18 Tivoli Avenue, Rose Bay NSW 2029

Fax Number: n/a

Email: hoteldesign@yahoo.com

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

12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two (2) business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machines a report of an error-free transmission to the correct fax number.
- (d) If it is sent by email, at the time it is sent.

12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5.00pm on that day on the place of the Party to whom it is sent, its is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Planning Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Proprietor and the Developer agree that this Planning Agreement shall be binding upon the Proprietor and the Developer and upon their respective transferees, assignees or successors.

15. Costs

Planning Agreement for parking shortfall

15.1 The Proprietor and/or the Developer shall bear the Council's costs directly related, and incidental, to negotiating, preparing, executing, stamping and registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.

15.2 The Proprietor and/or the Developer will pay Council's reasonable legal costs not exceeding \$5,000.00 (five thousand dollars) directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement and of drafting, registering and removing caveats on the title to the Land

16. Entire Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Planning Agreement was executed, except as permitted by law.

17. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Planning Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

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

19. Joint and individual liability and benefits

Except as otherwise set out in this Planning Agreement, any agreement, covenant, representation or warranty under this Planning Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

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

21. Representations and warranties

The Parties represent and warrant that they have power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a

Planning Agreement for parking shortfall

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

23. Modification

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

24. Waiver

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

25. Explanatory note

The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. GST

26.1 All words in this clause which are also defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.

26.2 The consideration for any supply under this Planning Agreement excludes GST;

26.3 Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment;

26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply;

26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Planning Agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Once the Council is satisfied that the Proprietor and the Developer have fully complied with all of their obligations under this Planning Agreement, the Council agrees to provide

a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances Council will do all things reasonably necessary, including the execution of any documents to enable the Proprietor to remove any caveat and the notation of this Planning Agreement on the title to the Land.

Version Control: 23.07.2018

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Proprietor Initial:

Developer Initial:

Council Initial:

Planning Agreement for parking shortfall

EXECUTED AS AN AGREEMENT

.....
Date

Signed for and on behalf of **Burwood Council** by its attorney, Bruce Gordon Macdonnell under Power of Attorney dated 29 November 2017 registered book 4736 number 451, in the presence of:)
)
)
)
)
)

.....
Signature of Witness

.....
Signature of Attorney

Bruce Gordon Macdonnell

.....
(Print) Name of Witness

.....
(Print) Full Name of Attorney

Level 2, 1 – 17 Elsie Street, Burwood, New South Wales, 2134

.....
(Print) Address

By executing this document, the attorney certifies that he has not received notification of revocation of the power of attorney.

On behalf of Coronation Club Limited:

Coronation Club Limited (ACN 000 191 659) executed this agreement pursuant to section 127 of the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

On behalf of Bay Group 2 Pty Limited:

Bay Group 2 Pty Limited (ACN 626 695 154) executed this agreement pursuant to section 127 of the Corporations Act in the presence of:

.....
Signature of Witness

.....
Signature of Sole Director/Secretary

Michael Issa

.....
Print Full Name of Witness

.....
Print Full Name of Sole Director/Secretary

.....
Date

(ITEM 98/18) DRAFT VOLUNTARY PLANNING AGREEMENT - 17 DEANE STREET BURWOOD

File No: 18/33157

REPORT BY ACTING DIRECTOR PLANNING AND ENVIRONMENTAL SERVICES

Applicant: Urbis Pty Ltd
Owner: Citypark Properties Pty Ltd
Company Directors: Frank Fan

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) prepared in connection with a Development Application (DA) for 17 Deane Street Burwood have been publicly notified in accordance with the relevant legislation. The draft VPA will provide the developer to pay Council a monetary contribution in exchange for additional Gross Floor Area (GFA). Council's endorsement is now sought to enter into the VPA after the granting of development consent by the Sydney Eastern City Planning Panel (the Panel).

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

DA BD.2017.027 was tabled at a Panel meeting on 14 June 2018. The DA proposes the demolition of the existing building and the erection of a 23 storey mixed use development consisting of commercial suites, retail shops, 50 place child care centre, restaurant, hotel containing 101 rooms, conference facilities, and 36 residential units over basement car parking. A VPA to provide Council with a monetary contribution of \$1,035,900 in exchange for an additional 690.6 square metres GFA to the development was submitted in conjunction with the DA.



Figure 1: Site Location Map

The development site has an area of 1,151 square metres. Pursuant to the *Burwood Local Environmental Plan 2012* (BLEP), the site is subject to a maximum permissible floor space ratio

(FSR) of 6.0:1. Amendment 12 of the BLEP allows a potential additional 10% GFA if the proposed development will result in community infrastructure (which can be done through a VPA). Effectively, a maximum FSR of 6.6:1 is permissible if such a VPA is endorsed by Council. The additional 690.6 square metres GFA proposed under the subject VPA would result in a 6.6:1 FSR for the subject site.

DA BD.2017.027 has been deferred by the Sydney Eastern City Planning Panel until the terms of the VPA are agreed and adopted by Council. The issue of outstanding parking for the development remains unresolved. Further to a resolution of adoption of the VPA by Council, the Panel will hold another meeting to determine DA BD.2017.027.

The draft VPA and EN were referred to Council's solicitors for their advice and vetting. The documents have been modified in negotiation with the Applicant to resolve discrepancies and anomalies identified by Council's solicitors.

Consultation

Following the modification and negotiation of the document contents, the draft VPA and EN were publicly notified for a period of 28 days from 21 August 2018 to 18 September 2018. The public notice was placed in the newspaper, Council's website and copies were made available at Council's Administration Centre. No submissions have been received in response to the public exhibition period.

Planning or Policy Implications

Council has in place a *Planning Agreements Policy*. The Policy contains an acceptability test which stipulates the matters that Council should consider when determining whether or not to enter into a VPA. Consideration of these matters against the draft VPA is outlined below:

1. The VPA is directed towards a proper or legitimate planning purpose. The VPA provides funds to Council to be used to provide the augmentation or improvement of open space, community facilities or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*.
2. The VPA would result in a public benefit. The contribution to Council would be used towards public facilities.
3. The VPA provides a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development.
4. The VPA was taken into consideration in assessing and determining DA BD.2017.027. DA BD.2017.027 must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning application and assessment. If the VPA is not entered into, approval of DA BD.2017.027 could not be granted.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are an expectation of the community. The VPA provides Council with the financial resources to assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – *to provide an enhanced and more flexible development contributions system for Council*. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.

- Objective 'b' – *to supplement or replace, as appropriate, the application of s7.11 and s7.12 of the Act to development.* The VPA supplements Council's Section 7.12 Plan because the VPA contribution is on top of the Section 7.12 contributions.
 - Objective 'e' – *to lever planning benefits from development wherever possible.* The VPA would facilitate the provision of public facilities, which represent a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
- *Principle 'a' – planning decisions may not be bought or sold through planning agreements.* Council is not obliged to support the DA and instead, each application must be considered on the individual merit.
 - *Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose.* The manner in which the VPA is proposed to be used is in accordance with Council's studies.
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

Financial Implications

The VPA would provide for a monetary contribution of \$1,035,900 to Council towards the provision, augmentation and/or improvement of open space, community facilities, or other public facilities. Council would be obliged under legislation to allocate the contributions and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities. The provision of public facilities by Council would not coincide with the completion of the subject development, and would be undertaken at a time determined by Council at its discretion.

It must be noted that the monetary contribution of \$1,035,900 was based on the rate of \$1,500 per square metre of additional GFA. The rate has been increased to \$1,750 since 27 March 2018. Council's practice has been to apply the most current rate at the time of endorsement of the VPA. Accordingly, the monetary contribution payable with the increased rate will be \$1,208,550 (based on the additional GFA of 690.6 square metres).

Conclusion

Council's endorsement is now sought to enter into the VPA for 17 Deane Street Burwood. The VPA would provide Council with a monetary contribution of \$1,208,550 for public benefits. It is recommended that arrangements be made for the execution of the VPA by Council authorising the signing of the agreement, after the granting of consent of DA BD.2017.027, which includes a condition requiring that the VPA be entered into prior to the release of any Construction Certificate.

Recommendation(s)

1. That Council enter into the VPA for 17 Deane Street Burwood for the provision of a monetary contribution of \$1,208,550 (dollar value dependent on the final determination of the DA) towards public facilities after the granting of the consent for DA BD.2017.027, which would include a condition on the consent requiring that the VPA be entered into prior to the issuing of any Construction Certificate.
2. That Council authorise the General Manager to sign the VPA and any related documentation under his Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.

4. That the Developer pay the monetary contribution on or before the execution of the VPA.

Attachments

- 1 [↓](#) Voluntary Planning Agreement
- 2 [↓](#) Explanatory Note

PLANNING AGREEMENT

PARTIES

Burwood Council ABN 84 362 114 428 of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (the **Council**).

and

HGA Capital Pty Ltd ABN 19 621 202 551 of 4103/2 Quay Street, Haymarket NSW 2000 in the State of New South Wales (**Developer**).

Background:

- A. The Developer is the registered proprietor of the Land.
- B. The Land is situated at 17 Deane Street, Burwood.
- C. On 2 March 2017, Development Application No. 27/2017 was submitted by the Developer to the Council for development consent for development to be carried out on the Land for the purpose of a mixed use development comprising retail premises, 36 residential apartments, 101 hotel rooms and a child care centre.
- D. Development Application No. 27/2017 was accompanied by an offer by the Developer to enter into this Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, and other public facilities as determined by the Council if the Development Consent is granted.
- E. As contemplated by section 93F of the Act, the parties wish to enter into this Planning Agreement with respect to the 10% increase in floor space ratio for the Land contemplated by the Development if the Development Consent is granted.

Operative Provisions

1. Planning Agreement under the Act

The Parties acknowledge and agree that this Planning Agreement is a planning agreement within the meaning of section 93F of the Act and is governed by Part 4 of the Act.

2. Application of this Planning Agreement

This Agreement applies to:

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

ITEM NUMBER 98/18 - ATTACHMENT 1

Voluntary Planning Agreement

3. Operation of this Planning Agreement

- 3.1 The parties are to execute this Agreement immediately following the grant by the Council of Development Application No. 27/2017.
- 3.2 This Planning Agreement shall operate from the date of execution of this Planning Agreement.

4. Definitions and interpretation

- 4.1 In this Agreement the following definitions apply:

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

Approval means any approvals, consents, section 96 modifications, Part 4A certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Joint Regional Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Part 4A of the *Environmental Planning and Assessment Act 1979* (NSW) approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application No. 27/2017 as made by the Developer and as a result of any conditions of Development Consent.

Development Consent means the consent granted in connection with Development Application No. 27/2017.

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

GST has the meaning as in the GST Law.

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

ITEM NUMBER 98/18 - ATTACHMENT 1

Voluntary Planning Agreement

Land means 1 in Deposited Plan 1215989 situated at and known as 17 Deane Street, Burwood.

Law means:

- a) the common law including principles of equity; and
- b) the requirement of all statutes, rules, ordinances, codes, instruments, regulations, proclamations, by-laws or consent by an Authority, that presently apply or that may apply in the future.

Monetary Contribution means the sum of \$1,035,900 excluding GST representing \$1,500 x 690.6m².

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

Planning Agreement means this Planning Agreement.

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of open space, community facilities, or other public facilities as determined by the Council.

4.2 In the interpretation of this Planning Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) A reference in this Planning Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Planning Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Planning Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Planning Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

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Voluntary Planning Agreement

- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Planning Agreement includes the agreement recorded in this Planning Agreement.
- (m) A reference to a party to this Planning Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Planning Agreement.

5. Development Contributions to be made under this Planning Agreement

- 5.1 The Developer will pay to the Council the Monetary Contribution after Development Consent and prior to the issue of any Construction Certificate for the Development.
- 5.2 The payment of the Monetary Contribution will be by way of the delivery of a bank cheque to the Council which must be:
 - (a) made payable to the Council; and
 - (b) in a form acceptable to the Council.
- 5.3 The Developer covenants and agrees not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to the Council hereunder has been paid.
- 5.4 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developer or an application for the issue of the Construction Certificate is refused, the Council will refund the amount of the Monetary Contribution to the Developer within 14 days of notice being given to the Council by the Developer of such event.
- 5.5 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.4 of this Agreement, the Planning Agreement shall continue to have effect.
- 5.6 In the event the Development Consent expires, is abandoned, is surrendered, or ceases to have effect, the Planning Agreement will also expire and cease to have effect and from that point on not be binding on any party. In such circumstances the Council will do all things reasonably necessary, including the execution of any documents to enable the Developer to remove any caveat and the notation of this Planning Agreement on the title to the Land.

6. Application of the Development Contribution

- 6.1 The Monetary Contribution paid by the Developer under this Planning Agreement will be used by the Council to develop and provide Public Facilities.
- 6.2 The Public Facilities will:

ITEM NUMBER 98/18 - ATTACHMENT 1

Voluntary Planning Agreement

- (a) not be provided to coincide with the conduct or completion of the Development;
- (b) be constructed at a time determined by the Council at its absolute discretion;
- (c) be available for use by the general public and will not be restricted for use by patrons of the Development.

7. Application of section 94 and section 94A of the Act to the Development

This Planning Agreement does not exclude the application of:

- (a) section 94 or section 94A of the Act;
- (b) any affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application No. 27/2017. Benefits under the Agreement are not to be taken into account in determining a development contribution under section 94 or section 94A of the Act.

8. Registration of this Agreement

8.1 The Developer further covenants with the Council:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Planning Agreement over the title to the Land pursuant to section 93H of the Act from all persons who have an interest in the Land;
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Planning Agreement to be registered on the title of the Land;
- (c) that if this Agreement is not registered on the title to the Land, and if the Developer should propose to sell the Land or any part thereof then it shall:
 - (i) within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with the Council a like agreement to this present Planning Agreement in which substantially the same covenants as set out herein shall apply;
 - (iii) within seven (7) days of exchange of contracts for the sale, notify the Council of the sale and provide the Council with a copy of the contract;
 - (iv) within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form of this Planning Agreement, have it executed by the purchaser and return it to the Council;

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- (v) that if this Planning Agreement is not registered on the title to the Land, and if the Developer should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then it shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with the Council substantially in the form of this Planning Agreement insofar as concerns the interest assigned or transferred and shall provide same to the Council.

8.2 The Developer further covenants and agrees with the Council that pending the registration of this Agreement on the title of the Land as required by clause 8.1, the Council shall be entitled to register a caveat at Land & Property Information over the title to the Land to protect its interest therein pursuant to this Agreement

9. Acknowledgements

9.1 The Developer acknowledges that the Council may include a notation on Planning Certificates under section 149(5) of the Act in relation to this Planning Agreement.

9.2 The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

10.1 If a party believes that there is a dispute in respect of this Planning Agreement then:

(a) the party must give notice in writing to the other party stating that there is a dispute (the Dispute Notice); and

(b) the Dispute Notice must outline:

(i) what the party believes the dispute to be;

(ii) what the party wants to achieve;

(iii) what the party believes will settle the dispute; and

(iv) who will be the party's representative to negotiate the dispute.

10.2 Within fifteen (15) business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.

10.3 Both parties must adhere to the dispute resolution procedure set out in this Planning Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Planning Agreement.

10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Planning Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

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11. Enforcement

- 11.1 This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.
- 11.2 For the avoidance of doubt, nothing in this Planning Agreement prevents:
- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; and
 - (b) the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.
- 11.3 The rights of the Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of the Council existing at law or which the Council would otherwise have available to it.

12. Notices

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:
- (a) Delivered or posted to that party at its address set out below.
 - (b) Faxed to that party at its fax number set out below.
 - (c) Email to that party at its email address set out below.

Council

Attention: The General Manager

Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: council@burwood.nsw.gov.au

Developer

Attention: Frank Fan
Director, HGA Capital Pty Ltd

Address: 4103/2 Quay Street
Haymarket, 2000
NSW

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Phone Number: 0433 181 852

Fax Number: (02) 9283 5377

Email: frank.fan@hgagroup.com.au

- 12.2 If a party gives the other party three (3) business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by post, two (2) business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.
- 12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day on the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Planning Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Developer agrees that this Planning Agreement shall be binding upon the Developer and upon their respective transferees, assignees or successors.

15. Costs

- 15.1 The Developer shall bear the Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.
- 15.2 The Developer will pay the Council's reasonable legal costs not exceeding \$5,000.00 (five thousand dollars) directly related, and incidental to negotiating, preparing, executing,

Voluntary Planning Agreement

stamping and registering the Planning Agreement and of drafting, registering and removing caveats on the title to the Land.

16. Entire Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Planning Agreement was executed, except as permitted by law.

17. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Planning Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

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

19. Joint and individual liability and benefits

Except as otherwise set out in this Planning Agreement, any agreement, covenant, representation or warranty under this Planning Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

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

21. Representations and warranties

The parties represent and warrant that they have power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Planning Agreement, but the rest of this Planning Agreement is not affected.

Voluntary Planning Agreement

23. Modification

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

24. Waiver

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

25. Explanatory note

The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. GST

26.1 All words in this clause which are also defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.

26.2 The consideration for any supply under this Planning Agreement excludes GST.

26.3 Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.

26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.

26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

Voluntary Planning Agreement

27. Confidentiality

The terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Release from Planning Agreement

Once the Council is satisfied that the Developer has fully complied with all of its obligations under this Planning Agreement, the Council agrees to provide a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances the Council will do all things reasonably necessary, including the execution of any documents to enable the Developer to remove any caveat and the notation of this Planning Agreement on the title to the Land.

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Voluntary Planning Agreement

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by)
its attorney, **Bruce Gordon Macdonnell**, under)
power of attorney dated 29 November 2017)
registered book 4736 number 451, in the)
presence of:

.....
Signature of Witness

.....
Signature of Attorney

.....
(Print) Name of Witness

Bruce Gordon Macdonnell
.....
(Print) Full Name of Attorney

.....
Date

Level 2, 1 - 17 Elsie Street, Burwood, New South
Wales, 2134
.....
(Print) Address

By executing this document, the attorney certifies
that he has not received notification of revocation
of the power of attorney.

On behalf of HGA Capital Pty Ltd:

HGA Capital Pty Ltd (ABN 19 621 202 551) executed this agreement pursuant to section 127 of
the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

PLANNING AGREEMENT - Explanatory Note

Environmental Planning and Assessment Regulation 2000 (NSW) (EP&A Regulation 2000)

Planning Agreement for the provision of monetary contribution for public benefit at 17 Deane Street, Burwood

Under Section 93F of the *Environmental Planning and Assessment Act 1979 (NSW) (EP&A Act)*

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) HGA Capital Pty Ltd (**Developer**)

2. Description of Subject Land

Folio Identifier: 1/DP1215989
Location: 17 Deane Street, Burwood

3. Description of Proposed Development

The Developer has lodged a development application (being DA 27/2017) for the land which proposes a high quality mixed-use development including retail premises, 36 residential apartments, 101 hotel rooms and a child care centre. The application includes a voluntary planning agreement for material and financial contribution to Council as a public benefit as part of the application seeking approval for additional gross floor space of 690.6m² of residential floor space above what the Burwood LEP would normally allow overall.

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

[Clause 25E(1)(a) of the EP&A Regulation 2000]

The intent of the Planning Agreement is to ensure that public benefits are provided in the form of provision, augmentation or improvement of open space, community facilities or other public facilities as proposed by the development application and determined by Council.

The Planning Agreement is proposed to require a monetary contribution for an amount of \$1,035,900 (excluding GST) (being \$1,500.00 (excluding GST) per square metre (690.6m²) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Clause 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Clause 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

Explanatory Note

- The monetary contributions paid by the **Developer** under this Planning Agreement will be used by **Council** to provide, augment, or improve open space, community facilities, or other public facilities as determined by Council.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

- (i) Council has conducted an Urban Design Study which revealed that in parts of the Burwood Town Centre, including the area in which the subject land is located, there is some potential for a maximum increase of 10% in FSR. Council has also prepared a Burwood Open Space and Community Facilities Study, which identified public benefit requirements in the Burwood Local Government Area .
- (ii) The Planning Agreement will secure a considerable material benefit to the public as the Council is to use, or put the monetary contribution towards, the provision of material benefits such as civil infrastructure, public domain upgrades and facilities for the Burwood Town Centre, which will not only benefit the users and those in the immediate vicinity of the Burwood Town Centre but the wider Burwood population. This is considered to be a substantial public benefit and the Planning Agreement achieves this objective of delivering the benefit.

5.2 Promotion of the public interest

[Clause 25E(2)(a) and (c) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

- Ensuring the orderly use and development of land by ensuring that public benefits are provided where a development site achieves additional FSR.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- (i) The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- (ii) The provision and co-ordination of community services and facilities; and
- (iii) Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of the Council's charter

[Clause 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter under section 8 (now section 8A) of the *Local Government Act 1993* (NSW) as follows [italicised sections come directly from the Charter (now "Guiding Principles")]:

- (i) Council undertakes to *plan strategically for the provision of effective and efficient services to meet the diverse needs of the local community*. The Planning Agreement provides the monetary resources to assist Council in the provision of civil infrastructure, public domain upgrades and facilities for the augmentation, or improvement of open space, community facilities, and other public facilities for the Burwood Town Centre and *provides the best possible value for residents and rate payers*. Council is the custodian and trustee of public assets and has a responsibility to *manage lands and other assets so that current and future local community needs can be met in an affordable way*.

Explanatory Note

- (ii) Council undertakes to *provide strong and effective planning and decision making* in its activities. The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to keep the local community informed.

5.4 Capital Works Program

[Clause 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with or promotes that capital works program:

- Council has in place a capital works program, but the program does not, to date, identify public benefits within the Burwood Town Centre.
- Council has prepared a Burwood Community Facilities and Open Space Study which identifies works and improvements to community facilities and open space to be carried out. These are known as public benefits. This study will inform the capital works program as it is reviewed annually where those public benefits will be included within the capital works program including when and where sufficient funds are available.

6. Whether the draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate is issued.

The Planning Agreement provides that the Monetary Contribution be paid prior to the issue of a Construction Certificate for the proposed development.

(ITEM 99/18) ADOPTION OF THE AMENDED PLANNING AGREEMENTS POLICY

File No: 18/37910

REPORT BY ACTING DIRECTOR PLANNING AND ENVIRONMENTAL SERVICES

Summary

A draft amendment to the Planning Agreements Policy (the Policy) was considered by Council in August 2018 and endorsed for public exhibition. The draft amended Policy has been publically exhibited between 4 September 2018 and 2 October 2018. No submissions were received. It is recommended that the amended Policy be formally adopted by Council.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

Council, at its meeting of 21 August 2018, resolved:

1. That the draft revised Planning Agreements Policy is endorsed for public exhibition in accordance with Council's practice of exhibition of major policies.
2. That a further report be provided to Council after the public exhibition period advising of the exhibition outcomes and making recommendations on the finalisation of the revised Planning Agreements Policy.

This report presents the outcome of the public exhibition in accordance with the above resolution.

Draft Amended Policy

The aims of the review and revision of the Policy are:

- Streamlined and improved presentation of the Policy so that it is more accessible to users.
- Clear statements on the outcomes that Council wants from Voluntary Planning Agreements (VPAs), the purposes for which they are mostly used in the Burwood Local Government Area (LGA) and the relationship between VPA funds and local infrastructure contributions under the Environmental Planning & Assessment Act (EP&A Act) Sections 7.11 and 7.12 (formerly Sections 94 and 94A).
- An improved statement of the process and the steps involved in developers offering and Council entering into VPAs and clearer links to other key planning documents (such as the Burwood Development Control Plan (BDCP) and the Policy on Carrying Out Bonus Development in the Public Interest).
- Direct links to Council's Schedule of Fees and Charges where the standardised monetary contribution rates that can be accepted under VPAs are specified, and where they may be updated without the need to change the Policy document.
- Inclusion of the update references to the EP&A Act and Regulation in the Policy and in the templates for Planning Agreements and Explanatory Notes.
- Including in the Policy the templates that are now used for planning agreements.

Consultation

In accordance with the Council resolution, the draft amended Policy was exhibited for 28 days between 4 September 2018 and 2 October 2018. A notice was displayed in the local newspaper, in the foyer of Council's Administration Building and on Council's website. The draft amended Policy was made available for viewing at Council's Customer Service Centre and on Council's website. No submissions were received.

Planning or Policy Implications

Currently, Council's system for planning agreements is operating satisfactorily. The main benefits of the proposed revisions will be providing users and the community with a contemporary Policy document that includes the lessons learned in Council's experience in implementing VPAs is consistent with recent legislative changes and provides users with the current templates for VPAs and Explanatory Notes.

With the amended Policy, Council's process for assessing offers, preparing agreements, public notification, and the execution of endorsed agreements will continue to function and operate much as it does currently.

Financial Implications

No financial implications.

Conclusion

The Planning Agreements Policy as adopted in 2005 needs to be streamlined and updated to reflect Council's experience with the use, preparation and implementation of VPAs in the Burwood LGA and to incorporate recent amendments to the EP&A Act. The proposed changes will provide a contemporary policy document that is more accessible and of greater use to users and the community.

Recommendation(s)

1. That Council adopt the draft revised Planning Agreements Policy.
2. That Council authorise the General Manager to allow further editorial or minor changes to the Policy considered necessary before the document becomes effective.
3. That the amended Planning Agreements Policy be brought into effect.

Attachments

- 1 [↓](#) Draft Revised Planning Agreements Policy as exhibited



Burwood Council

heritage ▪ progress ▪ pride

DRAFT PLANNING AGREEMENTS POLICY

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134
Phone: 9911 9911 Fax: 9911 9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

Public Document
Adopted by Council - <Date>
Ref. No. : <Content Manager Ref. No.>
Version No. : <Version No.>
Ownership: Strategic Planning

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Purpose

The purpose of this document is to set out Council's additional or supplementary policy guidelines and procedures relating to the use of planning agreements in the Burwood Local Government Area (LGA).

Scope

The Planning Agreements Policy is integral to the implementation of Council's Policy on *Carrying Out Bonus Development in the Public Interest*, and the *Burwood Development Control Plan* (BDGP)'s parking guidelines in business zones. This Policy is not legally binding. However, it is intended that Council and all persons dealing with Council in relation to planning agreements will follow this Policy.

This Policy was adopted by a resolution of Council on 6 December 2005, amended on [insert date].

Legislation

- The *Environmental Planning and Assessment Act 1979*
- The *Environmental Planning and Assessment Regulation 2000*
- Directions or determinations concerning planning agreements made by the Minister for Planning and/or Practice Notes issued by the Department of Planning & Environment.

Definitions

Act means the Environmental Planning and Assessment Act 1979

complying development certificate has the same meaning as in the Act

development application has the same meaning as in the Act

development contribution means the kind of provision made by a developer (a person who may be an applicant, proponent or land owner) under a planning agreement, being a monetary contribution, the dedication of land free of cost or the provision of a material public benefit, or the recoupment of the cost of providing these, or any combination of them, to be used for or applied towards a public purpose

instrument change means a change to an environmental planning instrument to enable a development application to be made to carry out development the subject of a planning agreement

planning obligation means an obligation imposed by a planning agreement on a developer requiring the developer to make a development contribution

public benefit is a benefit enjoyed by the public as a consequence of a development contribution

public purpose includes public amenities or services, affordable housing, transport or other infrastructure related to land, recurrent expenditure related to these matters, monitoring the planning impacts of development, or the conservation or enhancement of the natural environment

public includes a section of the public

Regulation means the *Environmental Planning and Assessment Regulation 2000*

Related Information/Glossary

Other planning documents and policies directly relevant to this Policy include:

- The BDCP
- The Policy titled *Carrying Out Bonus Development in the Public Interest*.

Review

Amendments may be made to the Policy over the course of its operation or the Policy will be reviewed every four years.

Contact

Council's Strategic Planning team is responsible for administering this Policy.

1. Introduction

- 1.1 The *Environmental Planning and Assessment Act 1979* (the Act) provides that a planning agreement may be made between Council and a developer for a contribution that is used for or applied towards a public purpose.
- 1.2 The legal framework for a planning agreement is provided by:
- (a) the provisions of the Act in Subdivision 2 of Division 7.1 of Part 7 - Planning Agreements
 - (b) the provisions of the Regulation in Division 1A of Part 4 - Planning Agreements
 - (c) Directions or determinations concerning planning agreements made by the Minister for Planning (under Section 7.9 of the Act) and/or Practice Notes issued by the Secretary of the Department of Planning & Environment (under Section 25B(2) of the Regulation).

2. Policy on the Use of Planning Agreements

Principles **governing** the use of planning agreements

- 2.1 Council's use of planning agreements will be governed by the following principles. These complement the provisions of Section 7.4 of the Act.
- (a) Planning decisions may not be bought or sold through planning agreements
 - (b) Planning agreements must result in a public benefit, and must provide for a reasonable means of achieving the public benefit
 - (c) Development that is unacceptable on planning grounds will not be permitted because of public benefits offered by developers that do not make the development acceptable on planning grounds
 - (d) Council will not allow planning agreements to improperly fetter the exercise of its functions under the Act, Regulation or any other Act or law
 - (e) Council will not use planning agreements for any purpose other than a proper planning purpose, having regard to the applicable planning instruments, strategies and development control plans, other planning policies and strategies adopted by Council, and the circumstances of the case

- (f) Council will not seek public benefits under a planning agreement that are unrelated to particular development
- (g) Council will not allow the interests of individuals or interest groups to outweigh the public interest when considering a proposed planning agreement
- (h) Council will not improperly rely on its statutory position in order to extract unreasonable public benefits from developers under planning agreements
- (i) Where Council has a commercial stake in a development the subject of an agreement, it will take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its interest in the development.

Outcomes from the use of planning agreements

- 2.2 The outcomes sought by Council from the use of planning agreements are to:
- (a) Provide an enhanced and more flexible system of contributions by developments towards the provision of public benefits, related to the impacts of development
 - (b) Obtain additional public benefits for the wider community by sharing in the increased land value accruing to a developer from a rezoning or development approval
 - (c) Enable community awareness of and input to the public benefits of particular developments, related to the impacts of the developments.

Circumstances in which Council will consider negotiating a planning agreement

- 2.3 Council, in its complete discretion, may negotiate a planning agreement with a developer in connection with any proposed application by the developer for a change to a planning instrument or for development consent relating to any land in the Burwood LGA.

Without limitation of the above, the use of planning agreements for development applications in Burwood LGA will be derived mainly from two key planning documents that guide and control development in the LGA, and relate to two specific aspects of development:

- (a) Council's Policy on *Carrying Out Bonus Development in the Public Interest* that may enable bonus floor space in development in certain circumstances and areas of the LGA, or
- (b) The BDCP that may provide flexibility in the provision for certain car parking space(s) for development on sites mainly in the Burwood Town Centre (including the Burwood Road North area) or the Strathfield Town Centre.

The use of planning agreements in connection with an application for an instrument change may involve other public purposes and public benefits, consistent with the Act.

- 2.4 The amendments to the Act that commenced on 1 March 2018 provide that a planning agreement may be made in respect of an application for a complying development certificate.

Notwithstanding, the Act and the Regulation are silent on the mechanisms or process by which that would occur. In addition the Minister has not issued any determinations or directions and the Secretary has not issued any practice notes that concern planning agreements in relation to complying development certificates.

Until such determinations, directions or practice notes are made available Council will not consider any planning agreements in association with applications for complying development certificates.

Application of BLEP Clause 4.6 to development to which a planning agreement relates

- 2.5 Council will not agree to a provision in a planning agreement requiring the public benefit provided by the developer under the agreement to be used to justify a contravention of an applicable development standard under Clause 4.6 of the *Burwood Local Environmental Plan* (BLEP) 2012.

Notwithstanding a proposed planning agreement, Council cannot approve an exception to a development standard under BLEP Clause 4.6 unless compliance has been achieved with the requirements of Clause 4.6.

Planning agreement development contributions and local infrastructure contributions

- 2.6 The general policy of Council is that a planning agreement will not exclude the application of s7.11 or s7.12 of the Act (concerning local infrastructure contributions) to development to which the agreement relates. The public benefit conferred by a planning agreement is to be over and above a consent condition for a local infrastructure contribution under these sections of the Act.

Standardised monetary contributions

- 2.7 Where a development contribution is made up fully or partly by a monetary contribution, Council has adopted some standardised rates. This aims to streamline negotiations and provide fairness, predictability and certainty for developers.

The standardised monetary contributions that may be accepted are set out as follows:

- (a) for bonus floor space, see Council's Policy on *Carrying Out Bonus Development in the Public Interest* and Council's *Schedule of Fees and Charges*
- (b) for a monetary contribution in lieu of the provision of car parking space(s) on a development site in business zones, see the BDCP Section 3.7 and Council's *Schedule of Fees and Charges*

The amounts in (a) and (b) are kept under review and indexed from time to time in accordance with accepted accounting practice. For the current applicable amounts see http://www.burwood.nsw.gov.au/fees_and_charges.html

The monetary contributions payable will be at the contribution rates at the time when the planning agreement is endorsed by Council at a Council Meeting.

Recurrent expenditure

- 2.8 A planning agreement may provide for a developer to make monetary contributions towards the funding of recurrent expenditure related to the provision of a public purpose under the agreement. Where the public purpose primarily serves the development to which the planning agreement relates or neighbouring development, the arrangement for recurrent funding may be in perpetuity. However, where the public purpose is intended to serve the wider community, the planning agreement may only require the developer to make contributions towards the recurrent costs of the facility until a public revenue stream is established to support the on-going costs of the facility.

Pooling of development contributions

- 2.9 Where a proposed planning agreement provides for a monetary contribution by the developer, Council may include a provision permitting money paid under the agreement to be pooled with money paid under other planning agreements, or money paid as local

infrastructure contributions. The funds may be applied progressively for the different purposes, subject to the specific requirements of the relevant agreements or consent conditions.

Methodology for valuing public benefits under a planning agreement

- 2.10 Unless otherwise agreed, where the public benefit under a planning agreement is the provision of land for a public purpose, Council will generally seek to value the benefit on the basis of the estimated amount of compensation to which the developer would be entitled under the *Land Acquisition (Just Terms Compensation) Act 1991* upon the compulsory acquisition of the land. Regard may also be given to the developer is likely to be affected by the loss of development potential.
- 2.11 Unless otherwise agreed, where the benefit under a planning agreement is the carrying out of works for a public purpose, Council will generally seek to value the benefit on the basis of the estimated value of the completed works determined using the method that would be ordinarily adopted by a quantity surveyor.

Refunds and Offsets

- 2.12 Council will not endorse a planning agreement that provides for any part of the development contribution being refunded to the developer or offset against any other contribution under another planning agreement or a local infrastructure contribution required to be made by the developer in respect of other development in the Burwood LGA.

Time when developer's obligations arise under a planning agreement

- 2.13 For a planning agreement relating to a development application or a modification application, Council will generally require the monetary contribution to be paid to Council and the agreement to be executed following granting of the development consent or the modified consent and prior to the issue of a Construction Certificate or a modified Construction Certificate.

For other kinds of contributions relating to a development application or a modification application, the timing and manner of completion of the contribution will be determined on a case-by-case basis.

In the case of applications for a planning instrument change Council will require that the planning agreement be executed prior to the planning instrument change being effective. Specific aspects of the agreement such as the payment of monetary contributions may be implemented subsequently through the development consent process.

Implementation agreements

- 2.14 In appropriate cases, Council may require a planning agreement to provide that before the development the subject of the agreement is commenced (ie prior to the issue of a Construction Certificate for the development), the parties are to enter into an *implementation agreement* that provides for matters such as:
- (a) the times at which and, if relevant, the period during which, the developer is to make provision under the planning agreement
 - (b) the design, technical specification and standard of any work required by the planning agreement to be undertaken by the developer
 - (c) the manner in which a work is to be handed over to Council

- (d) the manner in which a material public benefit is to be made available for its public purpose in accordance with the planning agreement.

Monitoring and review of a planning agreement

- 2.15 In applicable cases Council will continuously monitor the performance of the developer's obligations under a planning agreement.

Council may require the planning agreement to contain a provision establishing a mechanism under which the planning agreement is periodically reviewed with the involvement of all parties. This will include a review of the developer's performance of the agreement.

Council may require the planning agreement to contain a provision requiring the parties to use their best endeavours to agree on a modification to the agreement having regard to the outcomes of the review.

Modification or discharge of the developer's obligations under a planning agreement

- 2.16 Council may agree to a provision in a planning agreement permitting the developer's obligations under the agreement to be modified or discharged where the modification or discharge is linked to the following circumstances:

- (a) the developer's obligations have been fully carried out in accordance with the agreement
- (b) the developer has assigned the developer's interest under the agreement in accordance with its terms and the assignee has become bound to Council to perform the developer's obligations under the agreement
- (c) the development consent to which the agreement relates has lapsed
- (d) the performance of the planning agreement has been frustrated by an event beyond the control of the parties
- (e) other material changes affecting the operation of the planning agreement have occurred
- (f) Council and the developer otherwise agree to the modification or discharge of the agreement.

- 2.17 Such a provision will require the modification or revocation of the planning agreement in accordance with the Act and Regulation.

Registration of planning agreements

- 2.18 Council will generally require a planning agreement to contain a provision requiring the developer to agree to registration of the agreement pursuant to s7.6 of the Act if the requirements of that section are satisfied. A planning agreement may specify the procedures and requirements to be followed in the registration of the agreement.

Assignment and dealings by the developer

- 2.19 Council will require every planning agreement to provide that the developer may not assign its rights or obligations under the agreement nor have any dealing in relation to the land the subject of the agreement unless, in addition to any other requirements of the agreement:

- (a) the developer has, at no cost to Council, first procured the execution by the person with whom it is dealing of all necessary documents in favour of Council by which that person

agrees to be bound by the agreement as if they were a party to the original agreement, and

- (b) the developer is not in breach of the Agreement.

Provision of security under a planning agreement

- 2.20 Council may require a planning agreement to make provision for security by the developer of the developer's obligations under the agreement. The form of security will generally be the unconditional bank guarantee from an Australian Bank in favour of Council to the full value of the Developer's provision under the Agreement and on terms otherwise acceptable to Council.

Preparation of the planning agreement and explanatory note

- 2.21 In the interests of process efficiency, Council uses standard templates for its planning agreements related to development applications. There are two templates for the planning agreements that will mainly be entered into by Council:
- (a) Under Council's Policy on *Carrying Out Bonus Development in the Public Interest* - for a development contribution (commonly a monetary contribution) for a public purpose related to bonus floor space
- (b) Under the BDCP - for a monetary contribution in lieu of the provision of on-site car parking space(s) on a development site mainly in the Burwood Town Centre (including the Burwood Road North area) or the Strathfield Town Centre.

The two templates are provided in Appendixes A and C of this policy.

- 2.22 The Regulation requires that Council prepare an explanatory note for any planning agreement that it proposes to enter into. The explanatory note must comply with the requirements of Clause 25E(1) and (2) of the Regulation and must be prepared jointly with the other parties proposing to enter into the planning agreement. The explanatory note must be exhibited with the proposed planning agreement.

In the interests of process efficiency Council uses two standard templates for the explanatory notes for the most common types of planning agreements for development applications as stated in Clause 2.24 (a) and (b) above.

The two templates are provided respectively in Appendixes B and D of this policy

- 2.23 The standard templates and explanatory notes in Appendixes A - D have been drafted for planning agreements that accompany development applications that involve bonus floor space or deficient parking provision.

In all other cases templates do not exist, and generally planning agreements will be drafted by the developer's legal representatives based on the circumstances of each case. The draft planning agreements would be reviewed by Council's legal advisors.

Council's costs of negotiating, entering into, monitoring and enforcing a planning agreement

- 2.24 Council will generally require a planning agreement to make provision for payment by the developer of Council's costs of and incidental to:
- (a) negotiating, preparing and entering into the agreement
- (b) enforcing the agreement.

- 2.25 In particular cases, Council may require the planning agreement to make provision for a monetary contribution by the developer towards the on-going administration of the agreement.

Notations on Certificates under s10.7(5) of the Act

- 2.26 Council will generally require a planning agreement to contain an acknowledgement by the developer that Council may, in its absolute discretion, make a notation under s10.7(5) of the Act about a Planning Agreement on any certificate issued under s10.7(2) of the Act relating to the land the subject of the agreement or any other land.

Dispute resolution and Enforcement

- 2.27 Council will require a planning agreement to provide procedures for resolution of disputes to be adhered to by both parties to the agreement. Provisions relating to the enforcement of a planning agreement also will be required to be included in an agreement.

Notices

- 2.28 Council will require a planning agreement to provide procedures for giving of any notice, consent, information, application or request to a part under the planning agreement.

3. Procedures Relating to the Use of Planning Agreements

Council's negotiation system

- 3.1 Council's negotiation system for planning agreements aims to be efficient, predictable, transparent and accountable. The system seeks to ensure that the final negotiation of planning agreements runs in parallel with the assessment of applications for instrument changes or development applications.

When should a planning agreement be negotiated?

- 3.3 Council prefers that discussions, consultations and negotiations for a planning agreement commence before lodgement of the relevant application. If practicable an offer of a planning agreement including the draft agreement should accompany the application on lodgement. In some cases the later submission of a draft planning agreement may be appropriate. See Section 3.8 for key steps in the negotiation process.

Who will negotiate a planning agreement on behalf of Council?

- 3.4 A council officer with appropriate delegated authority will negotiate a planning agreement on behalf of Council.
- 3.5 The councillors will not be involved in the face to face negotiation of the agreement.

Separation of Council's planning assessment and negotiation roles

- 3.6 Council will, in all cases, ensure that the person who undertakes the assessment of the application (to which a planning agreement relates) for the purpose of determining the application or reporting on it to Council, is not the same person who negotiated the planning agreement on behalf of Council.

Involvement of independent third parties in the negotiation process

- 3.7 Council may appoint an independent person to facilitate or otherwise participate in the negotiations or aspects of it, particularly where:
- (a) an independent assessment of a proposed Environmental Planning instrument change, or development application is necessary or desirable
 - (b) factual information requires validation in the course of negotiations
 - (c) sensitive financial or other confidential information must be verified or established in the course of negotiations
 - (d) facilitation of complex negotiations are required in relation to large projects or where numerous parties or stakeholders are involved
 - (e) dispute resolution is required under a planning agreement.

Key steps in the negotiation process

- 3.8 The negotiation of a planning agreement will generally involve the following key steps:
- (a) Where a planning agreement is likely to be offered for a development proposal the preparation of the agreement by the developer must be based on the relevant standard templates for a draft agreement and the accompanying draft explanatory note contained in the Appendixes A-D of this policy (if applicable). Consultation with Council at this stage on relevant matters is encouraged.
 - (b) Where possible a draft planning agreement and explanatory note should accompany lodgement of the development application or the application for planning instrument change. In some cases the appropriateness of a planning agreement may be identified by the developer or Council during the assessment of the application, leading to the later submission of a draft planning agreement and explanatory note.
 - (c) On receipt by Council, the draft agreement and explanatory note will be subject to initial assessment having regard to this policy and the development proposal. Advice will be provided to the developer by Council indicating any changes that should be made to the draft agreement and explanatory note before Council refers the draft agreement and explanatory note to its solicitors for vetting.
 - (d) On receipt of its solicitors' advice Council will provide the draft agreement and explanatory note containing its solicitors' tracked changes to the developer to for review and in-principle agreement.
 - (e) When this is received the draft agreement and explanatory note will be subject to public notification in compliance with the requirements of the Act and the Regulation (see Section 3.9 below)
 - (f) Following notification the draft agreement will be reported to Council for its endorsement. In some cases Council may decline to enter into the agreement and further negotiations with the developer may ensue.
 - (g) Assessment and processing of the application for development consent or planning instrument change to which the draft planning agreement relates will proceed on a parallel path.
 - (h) Development applications involving a planning agreement will not be determined unless and until the planning agreement has been endorsed by Council for execution.

In the main the consent will include a condition about the execution of the planning agreement as outlined in Clause 2.14 of this policy.

- (i) In the case of applications for a planning instrument change Council will require that the planning agreement is endorsed by Council and executed prior to the change of the planning instrument being notified. Specific aspects of the agreement may be implemented subsequently through the development consent process.

Public notification of planning agreements

- 3.9 In accordance with the Act a planning agreement cannot be entered into, amended or revoked unless public notice has been given of the proposed agreement, amendment or revocation and a copy of the proposed agreement has been available for inspection by the public for a period of not less than 28 days.
- 3.10 Generally public notice of a proposed planning agreement will take place as soon as possible after public notice has been given for the development application or application for a planning instrument change that is required to be given by a consent authority under the Act or under Council's Development Control Plan. In cases where a draft planning agreement is lodged with Council during assessment of the relevant application, public notice will take place at a later time.
- 3.11 Public notice of a proposed planning agreement will generally take place prior to the planning agreement being reported to a Council meeting. The public notice will be implemented through placement of a notice once in a newspaper circulating in the Burwood Local Government Area, placement of a notice on Council's website under the heading Public Exhibitions and Public Notices for the 28 day notification period, and making the draft planning agreement and explanatory note available for public inspection at Council's Administration Centre for the 28 day notification period. Information about the application to which the proposed planning agreement relates will be provided with the notification of the proposed planning agreement.
- 3.12 Council will publicly re-notify and make available for public inspection a proposed planning agreement and information on the application to which it relates if, in Council's opinion a material change is made to the terms of the agreement after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification, or its formal consideration by Council, or for any other reason.
- 3.13 On completion of the notification the draft agreement and explanatory note will be reported to Council with the results of the notification. Where appropriate the draft agreement will be reported to Council with a recommendation for endorsement and execution of the agreement.
- 3.14 Completed planning agreements that are entered into by Council will be made available for public inspection in accordance with the Act and Regulation. While such planning agreements with Council remain in force Council will include in its annual report particulars of compliance with and the effects of the planning agreements during the year to which the report relates.

When is a planning agreement required to be entered into?

- 3.15 A planning agreement is entered into when it is signed by all of the parties.
- 3.16 A planning agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation, and Council has endorsed entering into the agreement.

**APPENDIX A - Template planning agreement - Bonus Development in the Public Interest
(Between Council and Developer)****PLANNING AGREEMENT****PARTIES**

Burwood Council of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (the **Council**).

and

[Insert Proprietor Name] ACN **[Insert Number]** of **[Insert Business Address]** in the State of New South Wales (**Proprietor**).

and

[Insert Developer Name] ACN **[Insert Number]** of **[Insert Business Address]** in the State of New South Wales (**Developer**).

[Drafting Note: If the Developer is the registered proprietor of the Land, delete the proprietor section above and elsewhere in this document. Insert instead into the "Background" section, the text: 'A. The Developer is the registered proprietor of the Land']

Background:

- a) The Land is situated **[Insert Development Address]**.
- b) On **[Insert Date of Lodgement]**, Development Application No. **[Insert DA Number]** was submitted by the Developer to Council for development consent for development to be carried out on the Land for the purpose of **[Insert Description of Development]**.
- c) The Development Application was accompanied by an offer by the Developer to enter into this Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, and other public facilities as determined by Council if the Development Consent was granted.
- d) As contemplated by section 7.4 of the Act, the parties wish to enter into this Planning Agreement with respect to the **[Insert number%]** increase in FSR for the Land contemplated by the Development upon the Development Consent.

Operative Provisions**1. Planning Agreement under the Act**

The Parties acknowledge and agree that this Planning Agreement is a planning agreement within the meaning of section 7.4 of the Act and is governed by Part 7 of the Act.

2. Application of this Planning Agreement

This Agreement applies to the Land.

3. Operation of this Planning Agreement

- 3.1 The parties are to execute this Agreement immediately following the grant by Council of Development Application No. **[Insert DA Number]**.

3.2 This Planning Agreement shall operate from the date of execution of this Agreement.

4. Definitions and interpretation

4.1 In this Agreement the following definitions apply:

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

Approval means any approvals, consents, section 4.55 modifications, Part 6 certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Joint Regional Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW) approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application No. [Insert DA Number] as made by the Developer and as a result of any conditions of Development Consent.

Development Consent means the consent granted in connection with Development Application No. [Insert DA Number].

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

Dispute Notice means a notice issued by either party to the other party where there is a dispute in respect of this Planning Agreement.

GST has the meaning as in the GST Law.

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

Land means [Insert Lot Number] in Deposited Plan [Insert DP Number] situated at and known as [Insert Development Address].

Law means:

- a) the common law including principles of equity, and

- b) the requirement of all statutes, rules, ordinances, codes, instruments, regulations, proclamations, by-laws or consent by an Authority, that presently apply or that may apply in the future.

Monetary Contribution means the sum of \$[Insert Amount of Monetary Contribution] excluding GST representing [Insert Rate of Monetary Contribution] (see Council's Schedule of Fees & Charges - http://www.burwood.nsw.gov.au/fees_and_charges.html) x [Insert Number]m².

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

Planning Agreement means this Planning Agreement.

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of open space, community facilities, or other public facilities as determined by Council.

- 4.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - (h) An expression importing a natural person including any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
 - (k) References to the word 'include' or 'including' are to be construed without limitation.
 - (l) A reference to this Agreement includes the agreement recorded in this Agreement.
 - (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.

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

5. Development Contributions to be made under this Agreement

5.1 The Developer will pay to Council the Monetary Contribution after Development Consent and prior to the issue of the Construction Certificate for the Development.

5.2 The payment of the Monetary Contribution will be by way of the delivery of a bank cheque to Council which must be:

- (a) made payable to Council and
- (b) in a form acceptable to Council.

5.3 The Developer and the Proprietor each covenant and agree not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to Council hereunder has been paid.

5.4 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developer or an application for the issue of the Construction Certificate is refused, Council will refund the amount of the Monetary Contribution to the Developer within 14 days of notice being given to Council by the Developer of such event.

5.5 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.4 of this Agreement, the Planning Agreement shall continue to have effect.

5.6 In the event the Original Consent or Development Consent expires, is abandoned, is surrendered, or ceases to have effect, the Planning Agreement will also expire and cease to have effect and from that point on not be binding on any party.

6. Application of the Development Contributions

6.1 The Monetary Contribution paid by the Developer under this Agreement will be used by Council to develop and provide Public Facilities.

6.2 The Public Facilities will:

- (a) not be provided to coincide with the conduct or completion of the Development
- (b) be constructed at a time determined by Council at its absolute discretion
- (c) be available for use by the general public and will not be restricted for use by patrons of the Development.

7. Application of section 7.11 and section 7.12 of the Act to the Development

This Planning Agreement does not exclude the application of:

- (a) section 7.11 or section 7.12 of the Act
- (b) any affordable Housing Levy
- (c) any other monetary contributions

In connection with Development Application No. **[Insert DA Number]**. Benefits under the Agreement are not to be taken into account in determining a development contribution under section 7.11 or section 7.12 of the Act.

8. Registration of this Agreement

8.1 The Proprietor and the Developer each further covenant with Council:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Agreement over the title to the Land pursuant to section 7.6 of the Act from all persons who have an interest in the Land
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Agreement to be registered on the title of the Land
- (c) that if this Agreement is not registered on the title to the Land, and if the Proprietor should propose to sell the Land or any part thereof then it shall:
 - (i) within seven days of listing the Land or any part thereof for sale, either through an agent or privately, notify Council of such intention
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with Council a like agreement to this present Agreement in which substantially the same covenants as set out herein shall apply
 - (iii) within seven days of exchange of contracts for the sale, notify Council of the sale and provide Council with a copy of the contract
 - (iv) within 21 days of receipt from Council of a replacement agreement between Council and the purchaser substantially in the form of this Agreement, have it executed by the purchaser and return it to Council
 - (v) that if this Agreement is not registered on the title to the Land, and if the Proprietor should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then it shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with Council substantially in the form of this Agreement insofar as concerns the interest assigned or transferred and shall provide same to Council.

8.2 The Proprietor and the Developer further covenant and agree with Council that pending the registration of this Agreement on the title of the Land as required by clause 8.1, Council shall be entitled to register a caveat at Land & Property Information over the title to the Land to protect its interest therein pursuant to this Agreement.

9. Acknowledgements

9.1 The Developer and the Proprietor acknowledge that Council may include a notation on Planning Certificates under section 10.7(2) and 10.7(5) of the Act in relation to this Agreement.

9.2 The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

10.1 If a party believes that there is a dispute in respect of this Agreement then:

- (a) the party must give notice in writing to the other party stating that there is a dispute (the Dispute Notice) and

- (b) the Dispute Notice must outline:
- (i) what the party believes the dispute to be
 - (ii) what the party wants to achieve
 - (iii) what the party believes will settle the dispute and
 - (iv) who will be the party's representative to negotiate the dispute.

10.2 Within 15 business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.

10.3 Both parties must adhere to the dispute resolution procedure set out in this Planning Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Planning Agreement.

10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Planning Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

11.1 This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.

11.2 For the avoidance of doubt, nothing in this Planning Agreement prevents:

- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates and
- (b) Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

11.3 The rights of Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of Council existing at law or which Council would otherwise have available to it.

12. Notices

12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that party at its address set out as follows.
- (b) Faxed to that party at its fax number set out as follows.
- (c) Email to that party at its email address set out as follows.

Council

Attention: The General Manager
Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134
Post: PO Box 240, Burwood NSW 1805
Fax Number: (02) 9911 9900
Email: council@burwood.nsw.gov.au

Proprietor

Attention: [Insert Director's Name]
Address: [Insert Business Address]
Post: [Insert Postal Address]
Fax Number: [Insert Fax Number]
Email: [Insert Email Address]

Developer

Attention: [Insert Director's Name]
Address: [Insert Business Address]
Post: [Insert Postal Address]
Fax Number: [Insert Fax Number]
Email: [Insert Email Address]

- 12.2 If a party gives the other party three business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by post, two business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.
- 12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day on the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Planning Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Proprietor and the Developer agree that this Planning Agreement shall be binding upon the Proprietor and the Developer and upon their respective transferees, assignees or successors.

15. Costs

15.1 The Proprietor and/or Developer shall bear Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.

15.2 The Proprietor and/or Developer will pay Council's reasonable legal costs not exceeding \$5,000.00 directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement and of drafting, registering and removing caveats on the title to the Land.

16. Entire Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Planning Agreement was executed, except as permitted by law.

17. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Planning Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

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

19. Joint and individual liability and benefits

Except as otherwise set out in this Planning Agreement, any agreement, covenant, representation or warranty under this Planning Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

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

21. Representations and warranties

The parties represent and warrant that they have power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Planning Agreement, but the rest of this Planning Agreement is not affected.

23. Modification

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

24. Waiver

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

25. Explanatory note

The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. Goods and Services Tax (GST)

- 26.1 All words in this clause which are also defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.
- 26.2 The consideration for any supply under this Planning Agreement excludes GST.
- 26.3 Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.
- 26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.
- 26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Release from Planning Agreement

Once Council is satisfied that the Proprietor and Developer have fully complied with all of their obligations under this Planning Agreement, Council agrees to provide a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances Council will do all things reasonably necessary, including the execution of any documents to enable the Proprietor to remove any caveat and the notation of this Planning Agreement on the title to the Land.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council**)
by its attorney, **[Insert Name]**, under power of)
attorney dated **[Insert Date]**, in the presence)
of:)

.....
Signature of Witness

.....
Signature of Attorney

[Insert Name]

.....
(Print) Name of Witness

.....
(Print) Full Name of Attorney

Level 2, 1 – 17 Elsie Street, Burwood, New
South Wales, 2134

.....
(Print) Address

By executing this document, the attorney
certifies that he has not received notification of
revocation of the power of attorney.

On behalf of [Insert Proprietor Name]:

[Insert Proprietor Name] ACN **[Insert Number]** executed this agreement pursuant to section 127 of
the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

On behalf of [Insert Developer Name]:

[Insert Developer Name] ACN **[Insert Number]** executed this agreement pursuant to section 127 of
the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

**APPENDIX B - Template explanatory note - Bonus Development in the Public Interest
(Between Council and Developer)****PLANNING AGREEMENT**

Environmental Planning and Assessment Regulation 2000
(Clause 25E)

Planning Agreement for the provision of monetary contribution for public benefit at **[Insert Development Address]**

Under Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (EP&A Act)

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) **[Insert Proprietor Name] (Proprietor)**
- (3) **[Insert Developer Name] (Developer)**

2. Description of Subject Land

Folio Identifiers: **[Insert Folio ID]**
Location: **[Insert Development Address]**

3. Description of Proposed Development

The Developer has lodged a development application (being **[Insert DA Number]**) for the land which proposes **[Insert details of development]**. An offer of a voluntary planning agreement for a material or financial contribution to Council as a public benefit is included in the application that seeks approval for additional gross floor space of **[Insert floor space in m²]** of residential floor space above that normally allowed under the Burwood LEP.

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

[Clause 25E(1)(a) of the EP&A Regulation 2000]

The intent of the Planning Agreement is to ensure that public benefits are provided in the form of provision, augmentation or improvement of open space, community facilities or other public facilities as proposed by the development application and determined by Council.

The Planning Agreement is proposed to require a monetary contribution for an amount of \$**[Insert amount]** (excluding GST) being \$**[Insert amount]** (excluding GST) (see Council's Schedule of Fees & Charges - http://www.burwood.nsw.gov.au/fees_and_charges.html) per square metre (**[Insert amount]**m²) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Clause 25E(1)(b) of the EP&A Regulation 2000]

5.2 The planning purposes served by the Planning Agreement

[Clause 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

- The monetary contributions paid by the **Developer** under this Planning Agreement will be used by **Council** to provide, augment, or improve open space, community facilities, or other public facilities as determined by Council.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

- (i) Council has conducted an Urban Design Study which revealed that in parts of the Burwood Town Centre, including the area in which the subject land is located, there is some potential for a maximum increase of 10% in FSR. Council has also prepared a Burwood Open Space and Community Facilities Study, which identified public benefit requirements in the Burwood Local Government Area.
- (ii) The Planning Agreement will secure a considerable material benefit to the public as Council is to use, or put the monetary contribution towards, the provision of material benefits such as civil infrastructure, public domain upgrades and facilities for the Burwood Town Centre, which will not only benefit the users and those in the immediate vicinity of the Burwood Town Centre but the wider Burwood population. This is considered to be a substantial public benefit and the Planning Agreement achieves this objective of delivering the benefit.

Promotion of the public interest

[Clause 25E(2)(a) and (c) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

- Ensuring the orderly use and development of land by ensuring that public benefits are provided where a development site achieves additional FSR.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- (i) The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment
- (ii) The provision and co-ordination of community services and facilities and
- (iii) Opportunities for public involvement and participation in environmental planning and assessment.

Promotion of Council's charter

[Clause 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter under Section 8 of the *Local Government Act 1993* (NSW) as follows [italicised sections come directly from the Charter]:

- (i) Council undertakes to provide *adequate, equitable and appropriate services for the community*. The Planning Agreement provides the monetary resources to assist Council in the provision of civil infrastructure, public domain upgrades and facilities for the augmentation, or improvement of open space, community facilities, and other public facilities for the Burwood Town Centre and ensures that those *facilities are managed efficiently and effectively*. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.
- (ii) Council undertakes to involve *councillors, members of the public, users of facilities and services, and council staff* in its activities. The Planning Agreement process provides an

opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to *keep the local community informed*.

Capital Works Program

[Clause 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with or promotes that capital works program:

- Council has in place a capital works program, but the program does not, to date, identify public benefits within the Burwood Town Centre
- Council has prepared a Burwood Community Facilities and Open Space Study, which identifies works and improvements to community facilities, and open space to be carried out. These are known as public benefits. This study will inform the capital works program as it is reviewed annually where those public benefits will be included within the capital works program including when and where sufficient funds are available.

6. Whether the draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate is issued.

The Planning Agreement provides that the Monetary Contribution be paid prior to the issue of a construction certificate for the proposed development.

APPENDIX C - Planning Agreement - Monetary Contribution in lieu of on-site Car Parking Space(s) Provision (Between Council and Developer)**PLANNING AGREEMENT**

Planning Agreement for the provision of monetary contribution in lieu of on-site Car Parking Space(s) Provision at **[Insert Development Address]**

Under Section 7.4 of the *Environmental Planning and Assessment Act 1979 (NSW) (EP&A Act)*

PARTIES

Burwood Council of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (**Council**).

and

[Insert Proprietor Name] ACN **[Insert Number]** of **[Insert Business Address]** in the State of New South Wales (**Proprietor**).

and

[Insert Developer Name] ACN **[Insert Number]** of **[Insert Business Address]** in the State of New South Wales (**Developer**).

[Drafting Note: If the Developer is the registered proprietor of the Land, delete the proprietor section above and elsewhere in this document. Insert instead into the "Background" section, the text: 'A. The Developer is the registered proprietor of the Land']

Background

- a) On **[Insert Date of Lodgement]**, the Developer submitted a Development Application, **[Insert DA Number]**, to Council for Development Consent to carry out the Development on the Land.
- b) The Development Application was accompanied by an offer by the Developer to enter into this Agreement to make Development Contributions towards the Public Facilities if the Development Consent was granted.

Operative Provisions**1. Planning Agreement under the Act**

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

2. Application of this Agreement

This Agreement applies to both the Land and the Development.

3. Operation of this Agreement

This Agreement shall operate from the date of the approval by Council of the Development Application **[Insert DA Number]**.

Any approval given by Council for Development Consent for **[Insert DA Number]** shall not come into effect until this Agreement is executed.

4. Definitions and interpretation

4.1 In this Agreement the following definitions apply:

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

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

Development means [Insert DA Number] issued by Council in respect of the property know as [Insert Development Address].

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

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

GST has the same meaning as in the GST Law.

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

Land means Lot [Insert Lot Number] in Deposited Plan [Insert DP Number], known as [Insert Development Address].

Monetary Contribution means \$ [Insert Amount of Monetary Contribution]

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

Public Facility means car parking within the Burwood Town Centre for use by the public.

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

4.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement
- (h) An expression importing a natural person including any company, trust, partnership, joint venture, association, body corporate or governmental agency
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders
- (k) References to the word 'include' or 'including' are to be construed without limitation
- (l) A reference to this Agreement includes the agreement recorded in this Agreement
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns
- (n) Any schedules and attachments form part of this Agreement.

5. Development Contributions to be made under this Agreement

- 5.1 The Developer will pay to Council a monetary contribution at the sum of **[Insert Amount of Contribution in Words]** (**[\$Insert Amount of Contribution in Numbers]**) on the date of the execution of this Agreement.
- 5.2 The Developer and/or the Proprietor must deliver to Council a bank cheque in a form acceptable to Council for the amount of the monetary contribution on the date of the execution of this Agreement, which shall occur prior to the issue of any Construction Certificate with respect to the Development.
- 5.3 The Developer and the Proprietor each covenant and agree with Council not to make an application for the issue of any Construction Certificate until the payments required to be made to Council hereunder have been paid.

6. Application of the Development Contributions

- 6.1 The monetary contributions paid by the Proprietor and/or the Developer under this Agreement will be used by Council to develop Public Facilities.
- 6.2 The Public Facilities will:
 - (a) not be provided to coincide with the conduct or completion of the Development,
 - (b) be constructed at a time determined by Council at its absolute discretion,
 - (c) be available for use by the general public and will not be restricted for use by patrons of the Development.

7. Application of section 7.11 and section 7.12 of the Act to the Development

This Agreement does not exclude the application of section 7.11 or section 7.12 of the Act to the Development. Benefits under the Planning Agreement are not to be taken into account in determining a development contribution under section 7.11 or section 7.12.

8. Registration of this Agreement

8.1 The Proprietor and the Developer each further covenant with Council:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Agreement over the title to the Land pursuant to Section 7.6 of the Act from all persons who have an interest in the Land
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Agreement to be registered on the title of the Land
- (c) that if this Agreement is not registered on the title to the Land, and if the Proprietor should propose to sell the Land or any part thereof then it shall:
 - (i) within seven days of listing the Land or any part thereof for sale, either through an agent or privately, notify Council of such intention
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with Council a like agreement to this present Agreement in which substantially the same covenants as set out herein shall apply
 - (iii) within seven days of exchange of contracts, notify Council of the sale and provide Council with a copy of the contract
 - (iv) within 21 days of receipt from Council of a replacement agreement between Council and the purchaser substantially in the form of this Agreement, have it executed by the purchaser and return it to Council
 - (v) that if this Agreement is not registered on the title to the Land, and if the Proprietor should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then it shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with Council substantially in the form of this Agreement insofar as concerns the interest assigned or transferred and shall provide same to Council.

8.2 The Proprietor and the Developer further covenant and agree with Council that pending the registration of this Agreement on the title of the Land as required by clause 8.1, Council shall be entitled to register a caveat at Land & Property Management Authority over the title to the Land to protect its interest therein pursuant to this Agreement.

9. Acknowledgements

9.1 The Developer and the Proprietor acknowledge that Council may include a notation on Planning Certificates under section 10.7(2) and 10.7(5) of the Act in relation to this Agreement.

9.2 The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

10.1 If a party believes that there is a dispute in respect of this Agreement then:

- (a) the party must give notice in writing to the other party stating that there is a dispute (the Dispute Notice) and

- (b) the Dispute Notice must outline:
 - (i) what the party believes the dispute to be
 - (ii) what the party wants to achieve
 - (iii) what the party believes will settle the dispute and
 - (iv) who will be the party's representative to negotiate the dispute.
- 10.2 Within 15 business days of a Dispute Notice served, the representatives of each of the parties must meet in order to resolve the dispute.
- 10.3 Both parties must adhere to the dispute resolution procedure set out in this Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Agreement.
- 10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

- 11.1 This Agreement may be otherwise enforced by either party in any court of competent jurisdiction.
- 11.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - (a) A party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - (b) Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.
- 11.3 The rights of Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of Council existing at law or which Council would otherwise have available to it.

12. Notices

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - (a) Delivered or posted to that Party at its address set as follows
 - (b) Faxed to that Party at its fax number set as follows
 - (c) Email to that Party at its email address set as follows

Council

Attention: The General Manager
 Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134
 Post: PO Box 240, Burwood NSW 1805
 Fax Number: 9911 9900
 Email: council@burwood.nsw.gov.au

Proprietor

Attention: [Insert Director's Name]
 Address: [Insert Business Address]
 Fax Number: [Insert Fax Number]
 Email: [Insert Email Address]

Developer

Attention: [Insert Director's Name]
 Address: [Insert Business Address]
 Fax Number: [Insert Fax Number]
 Email: [Insert Email Address]

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

12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address
- (b) If it is sent by post, two business days after it is posted
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machines a report of an error-free transmission to the correct fax number
- (d) If it is sent by email, at the time it is sent.

12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5.00pm on that day on the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Proprietor and the Developer agree that this Agreement shall be binding upon the Proprietor and the Developer and upon their respective transferees, assignees or successors.

15. Costs

The Proprietor and/or the Developer shall bear Council's costs directly related, and incidental, to negotiating, preparing, executing, stamping and registering the Agreement, including any costs of lodging/removing caveats on the title to the Land.

16. Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

17. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

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

19. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

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

21. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

23. Modification

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

24. Waiver

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

25. The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. Goods and Services Tax (GST)

26.1 All words in this clause which are also defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.

26.2 The consideration for any supply under this Planning Agreement excludes GST.

26.3 Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.

26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.

26.5 Despite any other provision of this Agreement, any amount payable under this Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Once Council is satisfied that the Proprietor and Developer have fully complied with all of their obligations under this Planning Agreement, Council agrees to provide a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances Council will do all things reasonably necessary, including the execution of any

Draft Planning Agreements Policy

documents to enable the Proprietor to remove any caveat and the notation of this Planning Agreement on the title to the Land.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by its attorney, **[Insert Name]**, under power of attorney **[Insert Date]**, in the presence of:
)
)
)
)
)
)

.....
Signature of Witness

.....
Signature of Attorney

.....
(Print) Name of Witness

[Insert Name]
.....
(Print) Full Name of Attorney

Level 2, 1 – 17 Elsie Street, Burwood, New South Wales, 2134

.....
(Print) Address

By executing this document, the attorney certifies that he has not received notification of revocation of the power of attorney.

On behalf of [Insert Proprietor Name]:

[Insert Proprietor Name] (ACN **[Insert Number]**) executed this agreement pursuant to section 127 of the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

On behalf of [Insert Developer Name]:

[Insert Developer Name] (ACN **[Insert Number]**) executed this agreement pursuant to section 127 of the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

APPENDIX D - Template Explanatory Note - Monetary Contribution in lieu of on-site Car Parking Space(s) Provision**PLANNING AGREEMENT**

Environmental Planning and Assessment Regulation 2000
(Clause 25E)
Explanatory Note

Planning Agreement for the provision of monetary contribution in lieu of on-site car parking spaces at **[Insert Development Address]**

Under Section 7.4 of the Environmental Planning and Assessment (EP&A) Act 1979

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) **[Insert Proprietor Name]** (**Proprietor**)
- (3) **[Insert Developer Name]** (**Developer**)

2. Description of Subject Land

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

Folio Identifiers: **[Insert Folio ID]**
Location: **[Insert Development Address]**

3. Description of Proposed Change to Development

The Developer has lodged a Development Application (being **[Insert DA Number]**) which provides a shortfall of **[Insert Parking Spaces Shortfall in Words and Bracketed Numbers]** Parking spaces.

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

[Section 25E(1)(a) of the EP&A Regulation 2000]

The offer made by the **Proprietor** and **Developer** as set out in the Planning Agreement is based on the parking provision of Burwood Council's Development Control Plan and is consistent with that provision.

The intent of the Planning Agreement is to ensure that the parking needs of the incoming population into the Burwood local government area are met.

The monetary contributions to be provided by the **Proprietor** and **Developer** under the Planning Agreement is an amount of **[\$[Insert Contribution Amount]**, payable on the date of execution of the agreement and before issue of any Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Section 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Section 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

The monetary contributions paid by the **Proprietor** and **Developer** under this Planning Agreement will be used by **Council** to develop public car parking facilities within the **[insert name]** Town Centre.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

The planning provision enabling monetary contributions in lieu of parking on-site is contained within Burwood Development Control Plan, a publically exhibited document which was initially adopted by Council on 12 February 2013. The mechanism allows the aggregation of funds by Council for the provision of efficient and sensitively located public car parking facilities.

5.2 Promotion of the public interest

[Section 25E(2)(a) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

Ensuring the orderly use and development of land by ensuring that the location and design of public car parking facilities function effectively and safely. The Planning Agreement provides for the provision of public car parking in lieu of private-use parking.

- a) The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:
- b) The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment
- c) The provision and co-ordination of community services and facilities and

Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of Council's charter

[Section 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter under Section 8 of the Local Government Act 1993 as follows [italicised sections come directly from the Charter]:

Council undertakes to provide *adequate, equitable and appropriate services for the community*. The Planning Agreement provides the monetary resources for Council to assist in the provision of additional public car parking and ensure that those *facilities are managed efficiently and effectively*. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.

Council undertakes to involve *councillors, members of the public, users of facilities and services, and council staff* in its activities. The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to *keep the local community informed*.

Council seeks to ensure that it *acts consistently and without bias*, which is why Council's provisions for Planning Agreements which allow for contributions in lieu of parking is set out in its Development Control Plan.

5.4 Capital Works Program

[Section 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with that capital works program:

Council has in place a capital works program, but the program does not, to date, identify additional public car parking facilities within the [insert name] Town Centre. The capital works program is subject to annual review and any proposal for additional public car parking would be initiated where sufficient funds are available.

APPENDIX E - Use of Parking Contributions Funds (Adopted 4 December 2012 as an Addendum to the Planning Agreements Policy)

Purpose

This statement provides a framework for Council's expenditure of funds received as monetary contributions under voluntary planning agreements (VPAs) in lieu of the provision of car parking on site for a development in accordance with the Burwood Development Control Plan (BDCP). It is advisable to read this document in conjunction with the relevant part (3.7) of the BDCP.

Strategic Context

The BDCP establishes requirements for the provision of on-site car parking based on the kind of development, the zone/location of the development and the purpose (use) of the car parking.

The BDCP recognises that in some business zones, it is appropriate to allow part of the parking required for a development to be provided outside the development site. The BDCP therefore enables an applicant for a development in specific locations to offer a monetary contribution in lieu of providing certain car parking spaces on-site. Council will consider and may accept the offer, and use the funds to expand public parking supply. In some locations where this is not viable, funds may be used to improve the quality of existing public parking areas.

This option for a parking contribution is not part of a Contributions Plan. It involves a voluntary offer from an applicant which is implemented through a VPA finalised in accordance with legislative requirements and Council's Planning Agreements Policy. In all cases it is at Council's discretion whether or not to accept the offer.

Visitors Parking

The BDCP identifies specific parking generated by certain residential and commercial development in the **Burwood and Strathfield Town Centres** as Visitors Parking for which an applicant may make an offer of a voluntary contribution through a VPA. In all cases only a limited proportion of total parking requirements can be dealt with through offers of monetary contributions. The planning reasons for this approach include:

- Locating spaces in consolidated public car parks that have extended opening hours, higher turnover and safe and secure access will make available better, more useable parking facilities to the general public. Some parking spaces provided within developments can be hard for people to find and access, particularly in small buildings.
- Locating spaces in consolidated public parking areas means better use of resources and value for money for developers and the community. Some parking spaces constructed on-site can be expensive in terms of excavation costs, land allocation and design impacts.
- Locating spaces in consolidated public parking areas supports greener and cleaner outcomes for the community. Business centres need adequate parking supply to meet the needs of users and to compete with other centres, balanced with encouragement of public transport use, walking and cycling that helps reduce on-street traffic congestion, and improve a centre's amenity and attractiveness to visitors.
- The BDCP therefore provides a "discount" for Visitors Parking spaces that encourages developers to consider offering a monetary contribution. This helps reduce the overall growth in parking supply compared to the traditional approach, but makes better use of the available parking.

Other Parking

The characteristics of some sites mean that it is difficult or impossible to provide all or even part of the required parking on the site. Where an applicant cannot provide the required parking on a difficult development site the BDCP provides for the acceptance of a monetary contribution instead under a VPA in specific locations and zones and for specific types of development. This facilitates the development of the site, while also increasing the availability or quality of parking supply in the business area.

Council may accept implementation of this option at its discretion. The BDCP sets out criteria to be used in determining what constitutes a difficult site. These include:

- The site is small and isolated, i.e. less than the minimum subdivision lot size for the area in the BLEP 2012 with no opportunities for amalgamation.
- The site is less than 600 sqm and there are limited options on-site, e.g. the site is mostly occupied by existing buildings and involves only a change of use.
- Vehicular access is severely constrained, e.g. by the area, configuration or frontage of a site or the location of existing buildings such that applicable Australian Standards cannot be met.

It is the responsibility of the applicant to demonstrate that one or more of the above features applies and that development proposal is unlikely to be viable practically or economically if parking requirements are applied strictly.

Other requirements for implementation of this option are:

- It applies to parking other than Visitor Parking referred to above.
- The development cannot be for residential accommodation or serviced apartments.
- For land in the Burwood and Strathfield Town Centres zoned B4 Mixed Use, the BDCP does not provide for any "discount" on the contribution and the full cost of providing replacement spaces (as per the formula in the BDCP) must be offered through the VPA.
- In other business zones the BDCP provides that Council may accept a discount of up to 50% on the amount of the contribution (as per the formula in the BDCP) offered to facilitate development in the other business zones and in recognition that some or all of the received funds may be spent on improving the quality of existing parking because it is not viable to increase the number of parking spaces.

Principles for Using the Funds

The following general principles apply:

- Funds will be spent providing an increased number of off-street parking spaces within the same centre as the development from which funds have been contributed
- Expenditure will aim to provide as many parking spaces as possible using the total funding available from VPAs. There is no obligation on Council to augment the funding
- Received funds will need to be pooled over time to reach a sufficient level for concrete action to increase parking supply. This may take considerable time dependent on offers of VPAs and the scale of expenditure that will be necessary
- Funds will be kept in a separate account for this purpose and not used for any other purpose

- The additional parking may be located on existing public land and operated by or on behalf of Council, or within a private development under a contractual arrangement with Council
- In some locations Council may use funds to provide additional spaces on-street within a road reserve if practicable, or to improve the useability of, or access to, existing public parking areas. This may occur where it is not viable to increase the number of additional public off-street parking spaces because additional land is unlikely to be available or because it will take too long to accumulate sufficient funds from contributions. Actions to improve existing public parking areas may include reconfiguration of layouts, paving works to improve access, upgraded signage, maintaining turnover of uses through enforcement, or landscaping
- Funds dormant for an extended period due to lack of additional contributions may be expended outside the area of contribution.

Implementation

Burwood Town Centre and Strathfield Town Centre

Council will expend the funds received through one or both of the following actions:

1. Embellish or expand an existing public parking area, for example by adding an additional floor or floors of parking
2. Advertise for expressions of interest from parties intending to undertake new development in the BTC to include public parking spaces in the development additional to the requirements of the BDCP. Council will indicate criteria for proposals responding to the call for expressions of interest, including number of spaces, location, access, and signage. Negotiations will finalise these matters, the cost contribution from Council and the management arrangements.

It is not considered viable to formally identify new sites for acquisition for future parking provision because this may result in acquisition obligations when funds may not be available, and because future market conditions will vary.

Implementation will take place through the normal budget process. The level of accumulated funds will be assessed each year and actions 1 and/or 2 will be undertaken if warranted by the available funds. Budget responsibility will lie with the Capital Program Working Party.

The tender/proposal process if implemented will make it explicit that it has no bearing on Council's consideration or determination of any application for development that includes the public parking spaces.

Enfield Local Centre and Croydon Park Local Centre

Expenditure of funds received in the B2 zone will be subject to a similar process to the Town Centres through the annual budget. However as contributions may be offered only in respect of agreed difficult sites and a 50% discount applies, accumulation of funds is likely to be much slower. Also the extended linear character of the Centres fronting three major roads presents limited opportunities for consolidated public parking provision.

In these B2 Local Centres zones, the BDCP recognises that funds may be used to construct additional spaces on-street in road reserves where such opportunities are available, or to improve the useability of existing public parking areas.

Croydon Neighbourhood Centre

The BDCP provides only for voluntary contributions to be offered and considered by Council in cases where it is agreed that the applicant is unable to provide on-site parking due to site constraints and a 50% discount applies. Redevelopment opportunities in the centre are very limited and the BDCP recognises that funds are most likely to be spent on the improvement of the existing public parking area. This will be dealt with through the annual budget process.

In any of the other small areas of B1 Neighbourhood Centre in the Burwood Council area, it is not expected that it would be viable to provide any public car parking or that it would be necessary to do so.

Parramatta Road Corridor

In the Parramatta Road B6 Enterprise Corridor, a voluntary contribution in lieu of on-site provision is not an option and all parking must be provided on development sites. The B6 Corridor is very long and narrow, making it unsuited to effective public parking areas. It is also important to minimise overflow parking into adjoining residential areas.

Planning and Administration

Some of the funds received under VPAs may be used on activities ancillary to the provision of parking, such as engaging consultants to provide specialist advice on parking matters or auditing parking provision within private developments in accordance with consents.

APPENDIX F - State Government Documents on Planning Agreements (Last updated on)

Documents on the preparation and implementation of planning agreements published by the State Government and currently in force or applicable are:

- Determinations and/or directions made by the Minister for Planning under Section 7.9 of the *EP&A Act 1979* - **NONE**
- Practice notes and/or Planning Circulars issued by the Secretary of the Department of Environment & Planning since amendments to the EP&A Act commenced on 1 March 2018 - **NONE**

(ITEM 100/18) SUBMISSION TO GREATER SYDNEY COMMISSION ON REVIEW OF BURWOOD LOCAL ENVIRONMENTAL PLAN 2012

File No: 18/37697

REPORT BY ACTING DIRECTOR PLANNING AND ENVIRONMENTAL SERVICES

Summary

This report deals with Council's obligation under recent legislation changes to review the *Burwood Local Environmental Plan 2012* (BLEP) to help implement the State Government's Metropolitan Strategic Plans. It summarises a Local Environmental Plan (LEP) review document that is required by the State Government and that has been prepared according to a supplied template.

The LEP Review document assesses the BLEP's alignment with key strategic planning directions and actions in the State Government's *Eastern City District Plan*. Broadly, the review concludes that there is a high degree of alignment already, however, some knowledge gaps and work priorities have been identified that will guide necessary amendments to the BLEP.

The LEP review document is required to be lodged by 31 October 2018 as part of a three year program for the BLEP to be amended and updated.

Operational Plan Objective

- 3.1.1 Ensure strong planning controls to encourage and protect open and green spaces
- 3.4.3 Ensure planning promotes environmentally sustainable development to reduce impacts on the environment
- 4.4 Participate in regional planning and infrastructure projects to ensure the best outcomes for the community
- 5.1 Maximise Burwood's regional and strategic status within inner western Sydney

Background

In March 2018 the Greater Sydney Commission (the Commission) published the *Greater Sydney Regional Plan - A Metropolis of Three Cities* and *Our Greater Sydney 2056 - Eastern City District Plan* (the Plan). The Eastern District includes all of eastern Sydney south of the harbour, north of Botany Bay and bounded in the west and south by the Burwood Local Government Area (LGA), Canada Bay LGA and Inner West LGA. It is one of five districts in Greater Sydney.

Recent reforms to the *Environmental Planning and Assessment Act 1979* require LEPs to 'give effect to' the objectives and priorities identified in the Regional Plan and the relevant District Plan. The Act now requires all councils to review their LEPs as soon as practicable after a District Plan is published. This is to be followed by preparation of a Local Strategic Planning Statement (LSPS) and then preparation of such planning proposals for new or amending LEPs as necessary. This is a six phase process as outlined in Diagram 1 in this report.

To guide councils in their completion of the six phase process, the Commission has provided the *LEP Roadmap – Guidelines for updating Local Environmental Plans to give effect to the District Plans in the Greater Sydney Region* (the Roadmap). Phase 1 of the Roadmap involves a formal review of the BLEP according to a template provided in the Roadmap. Completion of the template provides a structured document on the LEP Review.

Section 2 of the LEP Review document is a "Health Check" that assesses the extent of alignment of the existing BLEP with the designated Key Directions and Actions in the *Eastern City District Plan* (the *District Plan*). The Health Check of the BLEP has been carried out in tabular form.

Completion of the Health Check highlights areas and issues that warrant investigation and identify where the BLEP needs to be amended to improve alignment and thereby help implement the *District Plan* at the local level.

The other sections of the LEP Review document:

- Provide an overview of the policy and statutory planning context in the Burwood LGA, which includes the Burwood Development Control Plan (BDCP) 2013, the existing two local contribution plans, and the Community Strategic Plan.
- Identify key findings from the Review, provide a gap analysis and outline priorities and a program for work necessary to underpin amendment of Council's suite of planning controls to support implementation of the *District Plan's* key directions and actions.
- Review potential barriers and key risks to the implementation of the *District Plan's* key directions and actions through the LEP review process.

Proposal

Following Council's endorsement it is proposed to lodge the LEP Review document (refer to **Attachment 1**) and the more detailed Health Check table (refer to **Attachment 2**) with the Commission by the deadline of 31 October 2018. The LEP Review document includes a Work Program outlining how the six phases of work in the Roadmap will be completed.

Consultation

No targeted stakeholder engagement or general community consultation has been undertaken for the preparation of the LEP Review document at this stage and it is not a formal requirement of the Roadmap. Stakeholder engagement and community consultation are expected to be undertaken at Phase 2, being preparation of a draft LSPS.

Planning or Policy Implications

The following is a summary of the main points in the LEP Review document:

Snapshot of Alignment

Overall the BLEP already has a high degree of alignment with the Actions in the *District Plan*. Of the various Actions in the *District Plan*:

- A large number have limited or no relevance because they are located outside and/or do not impact on the Burwood LGA.
- A majority have close or general alignment with the BLEP 2012, including support for existing and planned future major infrastructure, land use and transport integration, planning for centres, place-based and collaborative planning, and cultural landscape protection.
- A smaller number require new specific action through the LEP Review to achieve satisfactory alignment, mainly in the areas of housing and jobs targets, tourism planning, new open space provision, and planning for the environment and sustainability.

The assessment highlights the importance of the State Government delivering on its commitments to provide major new infrastructure to support further urban development, population expansion and jobs growth in the Burwood LGA and implement the *District Plan*.

Key Findings

- Based on its location, development history and existing infrastructure Burwood LGA's

planning controls over the last decade have been able to achieve substantial growth in and around its town and local centres, balanced with protection of its low density residential areas.

- Major new transport infrastructure projects and services, and the new urban redevelopment project in the North Burwood precinct will introduce substantial change to the LGA that necessitate collaborative planning and delivery partnership of State and Local Government. NB: the North Burwood Precinct is the southern section of Burwood-Concord Precinct (located in the Burwood LGA) of the Parramatta Road Urban Transformation Strategy.
- Other potential challenges to planning in Burwood LGA arise from changing demographics, housing affordability, the changing nature of jobs, shopping and services, competition from other centres and corridors, and changes in community expectations about the environment.
- The potential consequences of major infrastructure not being delivered on time and not integrated with urban planning are likely to be more traffic congestion, inadequate transport accessibility, excessive demands on major public infrastructure, lack of housing supply, affordability and choice, and inadequate responses to major environmental challenges.

Gap Analysis

Potential gaps in the planning framework and knowledge base for the LEP Review process include:

- Determination and agreement on zones, development standards and other parameters for planning of the North Burwood Precinct
- Local infrastructure requirements and costings for implementation of the North Burwood Precinct and delineation of State and Local responsibilities for infrastructure provision
- Acquisition of a current data base for the Burwood LGA of achievements in provision of housing and jobs, and “spare capacity” for both in existing zones
- Acquisition of current data on market uptake of non-residential floor space in recent developments in Burwood’s town and local centres
- Review of the potential for floor space bonuses for large sites to facilitate larger floor plates
- Review of potential changes to development standards (e.g. on building heights) and BDCP guidelines to improve the quality of urban design outcomes in Burwood’s centres
- Acquisition of data on tourism and visitation in the Burwood LGA
- Funding for certain regional scale infrastructure such as major open space provision for the North Burwood Precinct and Burwood Town Centre
- Review of potential impacts of climate change and other environmental challenges on development in the Burwood LGA
- Review of strategies for local planning to help achieve a low-carbon emissions economy, promote more energy and water-efficient development, and improve waste management

Work Priorities

The scope and priorities of work required to deal with the above identified gaps and provide the basis for preparation of the LSPS and a planning proposal to amend the BLEP include:

- Complete the collaborative planning process for the North Burwood Precinct

- Develop improved data for the Burwood LGA achievements in provision of housing, employment and services, and spare capacity in existing zones for these
- Identify targets for housing (10-20 years) in the Burwood LGA; including targets for affordable housing; relative to targets in the *District Plan*
- Identify targets for employment in the Burwood LGA relative to targets in the *District Plan*
- Consideration of potential for floor space bonuses for large sites that would facilitate large floor plates and provide incentives for site amalgamation
- Consideration of changes to development standards (e.g. on building heights) and BDCP guidelines to improve the quality of urban design outcomes in centres (especially in Burwood Town Centre)
- Identify other changes to BLEP 2012 necessary to accommodate, change or manage growth and achieve targets in Burwood LGA
- Undertake necessary site testing to verify viability of changes to development standards and other planning controls
- Identify local infrastructure and facilities needs and costings to support expected urban development for inclusion in works programs of Council's contributions plans
- Determine appropriate type of contributions plans and percentage levies
- Identify funding for additional open space provision in the Burwood Town Centre and in the North Burwood precinct including use of State grants
- Identify potential changes or inclusions in the LEP and DCP that address climate change and other environmental concerns

Barriers and Challenges

The LEP Review document considers and identifies potential barriers and challenges to achievement of the *District Plan's* action in Burwood LGA through amendments to the BLEP. These include:

- The availability and efficient use of planning resources at the local and regional level, and the need to focus resources on matters with a high probability of implementation
- Building and maintaining community support for or at least acceptance of the State Government's strategic planning directions underlying the *District Plan* that have their expression at the local level, in particular urban densification in Sydney's Inner West
- Retaining community trust in the regulation of urban development decisions that implement the strategic directions, including the reliability of planning rules and building certification that enable quality development outcomes and that meet community expectations

Key Risks

Other potential or unknown barriers and risks that may arise for the LEP review process, strategic planning for Greater Sydney and the rate and scope of new urban development include:

- Changes (at the Federal Government level) in population and immigration policy, economic policy including interest rates and Federal funding support for major infrastructure
- Disruptions arising from the above or from unknown global forces to property markets, in particular, housing that impact on housing demand and major infrastructure provision

- Changes (at the State Government level) in major infrastructure priorities and timing, and in key strategic planning directions, regional priorities and local implementation
- Global, regional or local events or impacts that lead to surges in community expectations for actions to deal with climate change or other environmental impacts

Next Steps

Following receipt of Council's LEP Review document, the Commission and the Department of Planning and Environment will conduct an assessment of it. It is important to note that the LEP Review document is a step in the process, and its assessments and work items to fill knowledge and assessments gaps are not meant at this stage to be completely definitive or final. Both the Commission and the Department of Planning and Environment will provide comment and advice on possible amendments to the LEP Review document and the schedule of work priorities.

Timeframe

Some councils have been designated as "accelerated" for a two year program to complete the work necessary for their LEP reviews and drafting of Local Strategic Planning Statements in Phase Two. Burwood's is not one of these and has three years to complete its process leading to and including submission of a planning proposal for the LEP amendments that will help implement the *District Plan*.

Financial Implications

The ongoing work to refine and finalise the LEP review, together with the preparation of the planning proposal covering the detailed amendments, and the preparation of the BDCP amendments and local contributions plans that will accompany implementation of the new or amended BLEP will require substantial staff resources within Council over the coming three years.

Conclusion

The LEP Review document is Phase 1 in Council's obligation to review and update the BLEP 2012 to help implement the State Government's metropolitan strategic plans. The LEP Review document indicates a high degree of alignment already between the BLEP and the *Eastern City District Plan*. It identifies some planning and knowledge gaps in the Burwood LGA and priorities for investigations and assessments. There are potential challenges and risks to the LEP Review process. In particular, it is important for the State Government to deliver on its commitments to provide major new infrastructure to support further urban development, population expansion and jobs growth in Burwood LGA and implement the *District Plan*.

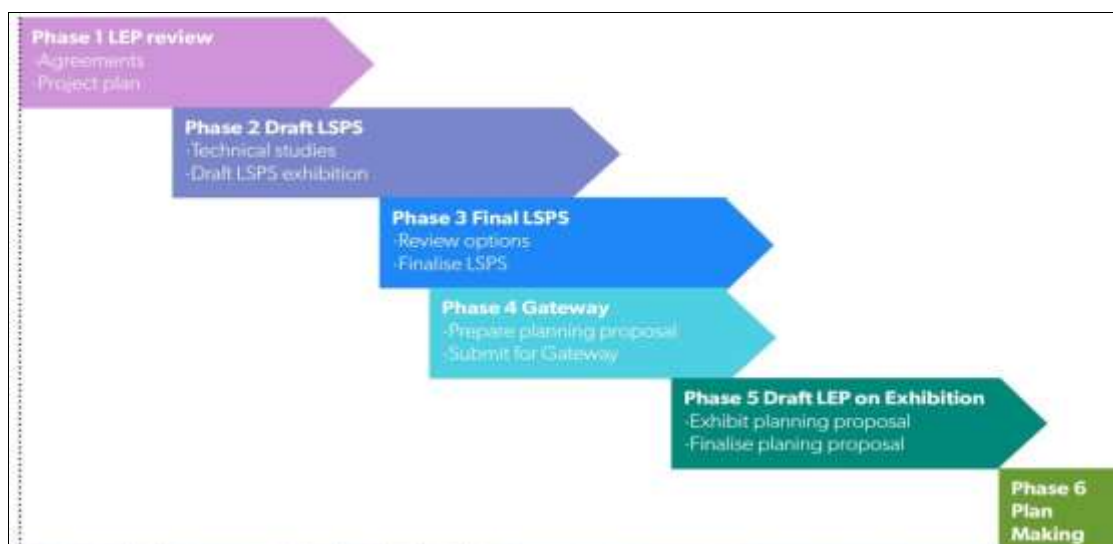


Diagram 1: Work phases and key outcomes in the LEP Review and update process

Recommendation(s)

1. That Council note contents of this report.
2. That the LEP Review and Health Check documents as discussed in this report be lodged with the Greater Sydney Commission.
3. That the General Manager be delegated authority to determine a final work schedule for Phase 2 in conjunction with the Greater Sydney Commission and the Department of Planning and Environment.
4. That Council note the overall timeframe to complete the six phases leading to lodgement of the final planning proposal to amend the BLEP.

Attachments

- 1 [↓](#) LEP Review Report
- 2 [↓](#) LEP Health Check Table

LEP REVIEW REPORT

SECTION 1 - INTRODUCTION

Executive Summary

This LEP Review report is Phase 1 in Council's obligation to review and update the BLEP 2012 to contribute towards the State Government's vision; *Greater Sydney Region Plan – A Metropolis of Three Cities*, which is further dissected into five district plans. The Review report indicates a high degree of alignment already between the current BLEP, and the actions of Burwood's Local Government Area (LGA) relevant district Plan; the *Eastern City District Plan*. It identifies some planning and knowledge gaps in the Burwood LGA, and priorities for investigations and assessments to address these gaps. There is a range of potential challenges and risks to the LEP Review process. Of particular importance is the State government's delivery of its commitments to provide major new infrastructure to support further urban development, population expansion and jobs growth in Burwood LGA.

1.1 Purpose of this Review

The purpose of this review of the Burwood Local Environmental Plan (BLEP) 2012 is to identify how closely aligned the BLEP is to the actions in the relevant District Plan, the *Eastern City District Plan*. It also provides overviews for Burwood LGA of local policy and statutory planning, land use and infrastructure issues, economic, housing and employment issues, and environmental matters. In addition, it provides a gap analysis for knowledge and information, and identifies work priorities to be completed that will lead to the next steps in the LEP update process.

The LEP review forms part of Burwood Council's obligation under Section 3.8(4) of the Environmental Planning & Assessment Act (EP&A Act) 1979. It requires councils to review their local environmental plans for its area as soon as practicable after a district strategic plan is made. The LEP review is a key step leading to preparation of the Local Strategic Planning Statement (LSPS) also required by the Act, and to such planning proposal as is necessary to give effect to the *Eastern City District Plan* that was published 1 March 2018.

1.2 Planning policy and statutory context

Strategic Planning Framework

The strategic planning framework for Burwood LGA is provided mainly by the State Government's metropolitan planning documents, the *Greater Sydney Region Plan – A Metropolis of Three Cities* and the *Eastern City District Plan*. Further strategic planning context provided by the State Government includes strategies for open space (*The Sydney Green Grid*) and transport (*Future Transport 2056* and the *Greater Sydney Services & Infrastructure Plan*).

Burwood LGA's local planning also takes place within a framework of State Environmental Planning Policies (SEPPs) and Directions under Section 7.17 of the Act. Examples of SEPPs that directly impact on the type and rate of development in Burwood LGA include the *State Environmental Planning Policy (Affordable Rental Housing) 2009* and the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. A recent example of a Section 7.17 Direction impacting on Burwood LGA is No. 7.3 - *Parramatta*

Road Corridor Urban Transformation Strategy (PRUTS) 2016. This requires local planning to implement the PRUTS (November, 2016).

Statutory Planning – LEPs

The statutory planning context for Burwood LGA is provided firstly by the BLEP. It is a Standard Instrument LEP made in 2012. It replaced the Burwood Planning Scheme Ordinance (BPSO) and incorporated the preceding Burwood Town Centre (BTC) LEP made in 2010. The BTC LEP was a major strategic planning and policy initiative that expanded the residential and employment development capacity of the Burwood Town Centre through rezoning and new development standards on maximum building heights and floor space ratios. As such, it enabled the substantial scale of housing and jobs growth achieved in the BTC over the last eight years.

The contextual approach for preparation of the BTC LEP and the BLEP 2012 was to focus growth in and around Burwood's town and local centres/corridors. This in turn enabled retention and conservation of its high quality low density residential areas. The emphasis on growth in centres and corridors built on and expanded a high level of land use and transport integration that provided residents, workers and visitors with excellent accessibility and supported the productivity of major transport infrastructure.

Planning Research and Investigations

Substantial strategic planning work was completed for the Burwood Town Centre, addressing matters such as traffic, transport and urban design, leading into the BTC LEP.

Preparation of the BLEP outside the BTC was based mainly on a like-for-like approach to the BTC LEP, with new strategic planning investigation focused on site testing of proposed development standards in centres and corridors, and in some high density residential areas.

More recently, significant changes to the BLEP have been based on detailed consideration of key issues. The main issues identified are:

- An urban design study that facilitated LEP provisions for bonus floor space in parts of the Burwood Town Centre where community infrastructure is to be provided with implementation through Voluntary Planning Agreements (VPAs)
- A further study including site testing that considered extension of the bonus floor space approach to other centres in the LGA
- A heritage conservation review that added additional heritage items in the BLEP

Burwood Development Control Plan (BDCP)

Critical to the planning policy context for Burwood LGA is the Burwood Development Control Plan (BDCP) 2013 to support the BLEP 2012. As with the BLEP, the BDCP incorporated a preceding BTC DCP. The BDCP also brought into a single DCP earlier DCP parts and policies covering a range of development categories and key matters such as waste management, public notification policy, and tree management.

An important initiative in the BDCP relevant to some of the actions in the *Eastern City District Plan* is the approach to parking policy in the Burwood and Strathfield Town Centres. To help manage travel demand and boost the productivity of public investments in car parking, the BDCP limits parking requirements on small sites and enables monetary contributions in lieu of onsite parking shortfall for major development. Also, visitor parking for residential development in centres and corridors may be dealt with in the same manner. Resulting funds received are to be used for expansion of common use public parking areas. The system is implemented through VPAs.

Contributions Plans

Currently Burwood LGA has two contributions plans.

The Burwood Town Centre Contributions Section 94A (now Section 7.12) Plan applies a 4% levy on the cost of construction in the BTC. This percentage was approved by the Minister and applied through an amendment of the Environmental Planning & Assessment Regulation (EP&A Regulation) 2010 when the BTC LEP was made. The contributions plan includes a detailed works program derived from investigations and assessments of the new and augmented local infrastructure and facilities required to support growth in the BTC under the BTC LEP and later within the BLEP.

The Burwood Contributions Plan for the LGA (excluding the BTC) was made in 2012 to support the BLEP 2012. It applies a maximum 1% levy on the cost of development, the standard levy in the EP&A Act, subject to a sliding scale of cost. The contributions plan includes a detailed works program derived from assessments of the new and augmented local infrastructure and facilities required to support growth in the Burwood LGA outside the BTC.

Community Strategic Plan 2030

This is prepared under the Local Government Act. It is a 20 year plan and is accompanied by a four year delivery program and an annual operational plan linked to the longer term planning outcomes.

The goal is to turn the community's aspirations into reality, to ensure Council's priorities are set according to residents' needs, to guarantee transparency in the decision-making process and to promote cooperation between all government levels, community groups and business.

The Community Strategic Plan is based on an extensive community engagement program with the community and stakeholders. It has the following themes and strategic goals.

Community and lifestyle

- High quality facilities, services and initiatives to meet the diverse needs of the community
- A well informed, supported and engaged community
- A safe community for residents, workers and visitors
- A proud and inclusive community that celebrates diversity

Leadership and innovation

- Community confidence in Council's decision making
- Strong partnerships to benefit the community
- Financial sustainability and organisational effectiveness
- Efficient and innovative customer focused services
- Leaders in the Local Government sector

Healthy and sustainable environment

- Effective traffic and parking management strategies
- Enhanced green and open spaces, and streetscapes
- Sustainable waste management practices
- Community education on sustainable practices

- Leadership in environmental sustainability
- Public health and welfare

Planning and infrastructure

- Connected and accessible infrastructure
- Burwood's existing heritage integrated with high quality urban design
- Participate in regional planning and infrastructure projects to ensure the best outcomes for the community
- Customer focused process for development services

Vibrant city and villages

- Maximise Burwood's regional status
- Supported and engaged local businesses
- Enhance and foster the local identity
- Activate village precincts and preserve the distinct characters of surrounding residential areas

1.3 Methodology

This report was compiled using a desktop assessment of the statutory and strategic planning context for the Burwood LGA having regard to the Key Directions, Planning Priorities and Actions itemised in the *Eastern City District Plan*. As necessary, guidance was obtained from the Technical Working Group (TWG) program co-ordinated by the Greater Sydney Commission and Department of Planning and Environment.

No specific new studies or investigations were carried out. Such are not required or considered necessary at this stage given the on-going successful operation of the existing local planning framework, and taking into account the relatively small area of the Burwood LGA, its inner city location within Greater Sydney, and its existing developed fine-grained urban environment with a high level of land use-transport integration.

1.4 Submissions and engagement

No targeted stakeholder engagement or general community consultation was undertaken for the preparation of this LEP review.

SECTION 2 - HEALTH CHECK

The purpose of the Health Check is to identify the extent of alignment of the existing Burwood Local Environmental Plan 2012 (BLEP) with the designated Actions in the *Eastern City District Plan*.

The attached Table lists the *Eastern City District Plan's* Key Directions categories, the Planning Priorities under each Direction, and the Actions under each Planning Priority. Each Planning Priority is linked to the relevant objectives in the *Eastern City District Plan*.

The extent of alignment of the BLEP 2012 with each of the Actions is then assessed with comment provided in the below Table. An alignment rating is assigned to each Action. As necessary in the assessment, reference is made to the BDCP 2013, the Burwood 2030 Community Strategic Plan, and Burwood Council's local contributions plans. The assessment further indicates current deficiencies where more investigation is likely to be required for the LEP review.

SNAPSHOT OF ALIGNMENT

- Overall a high degree of alignment with the Actions in the *Eastern City District Plan* is achieved by the BLEP 2012. This results from:
 - The Burwood LGA is located in Inner Sydney and has a comparatively small area. It has a long history of fine-grained urban development, and enjoys high quality services provided by existing major infrastructure (particularly for public transport). The urban structure implemented by the BLEP already aligns with many of the *District Plan's* key directions and actions
 - The Burwood Town Centre's status as a Strategic Centre reflects its historical and current high levels of residential and employment development, recent substantial growth under the BLEP 2012, capacity for further urban development and the superior degree of integration of the BTC land uses with public transport (rail and bus)
 - Burwood Council's active participation in the collaborative planning for the North Burwood Precinct¹ that is part of the Parramatta Road Corridor Urban Transformation Strategy (PRUTS), which will lead to a major LEP amendment
 - The support provided by the local planning framework of the BDCP, the existing contributions plans and Council's Community Strategic Plan
- In this context the Actions in the *Eastern City District Plan* are rated as follows:
 - 23 Actions - general alignment with the BLEP 2012, current planning processes and supporting documents (Rating B). These Actions are mostly in the areas of support for existing and planned future major infrastructure, land use-transport integration, planning for centres in particular the Burwood Town Centre, and the planned provision and productivity of local infrastructure
 - 24 Actions - limited or no relevance to Burwood LGA (Rating C). These are mostly in the areas of the *District Plan's* specific health and education precincts and the

¹ The North Burwood Precinct is that part of the Burwood-Concord Precinct in the PRUTS that is located in Burwood LGA. It is bounded by Parramatta Road in the north, Park Road in the west, Shaftesbury Road in the east, and Meryla Street, Comer Street and Burwood Park in the south

Innovation Corridor, prioritisation of the Harbour CBD, and trade, tourism and freight planning related matters

- 7 Actions - close alignment with the BLEP2012, current planning processes and supporting documents (Rating A). These are mostly in the areas of place-based and collaborative planning, and heritage and cultural landscape protection
- 10 Actions - new specific action is required to achieve satisfactory alignment (Rating D). These are in the areas of housing and jobs targets, tourism planning, implementation of the proposed Green Grid, and planning for the environment and sustainability
- 6 Action - close alignment already but with further specific action required (Ratings A & D). These include housing targets, strengthening the Burwood Town Centre, new open space provision in the major redevelopment areas, and dealing with natural hazards (in particular flooding)
- Where necessary the Table's assessment of various Actions highlights the importance of the State government delivering on its commitments to provide major new infrastructure to support further urban development, population expansion and jobs growth in Burwood LGA. The major new infrastructure and services are the top priorities - the Sydney Metro West rail project, and the provision of new bus services along Parramatta Road as part of the PRUTS. Other State-provided new and upgraded infrastructure is also required in education, health and open space.

KEY DIRECTIONS

It is beneficial to comment on the extent of alignment in terms of the Categories of Key Directions of the *Eastern City District Plan*.

1. Infrastructure and collaboration

The BLEP 2102 and Council's other planning documents (the BDCP, the contributions plans and the Community Strategic Plan) are generally aligned with the Planning Priorities and the Actions under this Key Direction.

This is because Burwood LGA is already served by high quality public transport infrastructure and services, and other State infrastructure (and private infrastructure for schools and hospitals). The LGA will benefit from the specifically planned new transport infrastructure and services (in particular with West Metro). These factors enable a high degree of integration of transport and land use now and in the future, the alignment of growth with infrastructure and high infrastructure productivity. In addition Burwood Council is actively participating in collaborative planning with Canada Bay Council for the North Burwood Precinct within the PRUTS.

2. Liveability

The BLEP 2102 and Council's other planning documents (the BDCP, the Contributions Plans and the Community Strategic Plan) are generally aligned with the Planning Priorities and the Actions concerning services and social infrastructure provision to meet people's changing needs, subject to completion of the planning process for the North Burwood Precinct.

There is also general alignment with the Actions under the Planning Priority of Fostering healthy, creative, culturally rich and socially connected communities and this will be continued in the North Burwood precinct collaborative planning.

The assessment confirms that additional work is necessary on the matter of housing targets and affordable rental housing. Burwood LGA already is meeting five year targets and probably is on track (with existing zones and the North Burwood precinct) to meet 10 and 20 year targets. However documentation of existing achievements and of the estimates would be beneficial. While the State Environmental Planning Policy (Affordable Rental Housing) (AHSEPP) 2009 has increased affordable housing supply, and the North Burwood Precinct is required to provide for affordable housing targets, that matter warrants specific consideration for Burwood's other centres and higher density areas.

The BLEP 2102 and Council's other planning documents already have general or high alignment with the Planning Priority of creating and renewing great places and local centres, and respecting the District's heritage. This reflects Burwood's urban development history with substantial heritage assets and heritage protections, and the Burwood Town Centre strategic centre. For the latter (and potentially Burwood's other centres and corridors), whether high quality urban design outcomes are being achieved warrants further consideration and possible review of the maximum building height development standard.

3. Productivity

Many of the Actions under this Key Direction are not relevant to Burwood LGA as they concern sub-districts and corridors, or activities (eg freight and airport planning) that are outside or have no direct inter-relationship with the LGA. Similarly industrial land and tourism has little relevance to planning in Burwood LGA however tourism and visitation is a matter warranting further consideration.

The BLEP 2102 and Council's other planning documents achieve general or high alignment on productivity matters in the Actions concerning major public transport planning, land use-transport integration, planning and development of centres and providing access to employment, goods and services.

However development of a new LEP and associated planning documentation should focus on further improvements to the place management of the BTC, putting some numbers around jobs growth and targets, the reservation of floor space for employment and (as mentioned above) overall urban design outcomes.

4. Sustainability

The BLEP 2102 and Council's other planning documents achieve general or high alignment on sustainability Actions that concern protection of cultural landscapes, expanding the tree canopy and provision and use of open space.

However development of a new LEP and associated planning documentation should focus on integrating the State Government's Green Grid initiative into local infrastructure programs, including connections between the Cooks River and Sydney Harbour, and provision of additional open space for serve the growth in the Burwood Town Centre and the planned North Burwood Precinct. Actions concerning planning for climate change, reducing carbon emissions, managing energy water and waste more efficiently, and addressing potential flood hazards are matters that require further consideration.

SECTION 3 – THE CONTEXT

3.1 Land use planning context

The changing context and emerging issues for Burwood LGA include:

- The impacts of ongoing residential and employment growth using the capacity already provided in the BLEP 2012 in particular in the BTC and Strathfield Town Centre (STC), and in the medium and high density residential areas
- The additional impacts of the State Government's infrastructure and planning projects that directly impact on Burwood LGA in particular
 - The Sydney Metro West Rail with station in the North Burwood/Concord locality
 - The PRUTS, including new bus services along Parramatta Road
 - The major urban redevelopment precinct in North Burwood associated with the above
 - The Green Grid
- Whether existing transport services including train service volumes, stopping patterns and station capacities are adequate relative to current and future demand in Burwood LGA; also whether the network of local and cross-regional bus services, bus system capacity is adequate relative to current and future demand and achieves integration with Burwood's centres and rail stations
- Potential local traffic congestion impacts arising from new State-level road transport infrastructure; traffic impacts of continued higher density residential development; relationship of development to parking availability and parking policy
- Providing infrastructure and context for walking and cycling as alternatives to car use supported by travel demand management policies and integrated with regional networks
- The affordability of housing in Burwood LGA within the context of Sydney generally, the impacts of the AHSEPP and the potential impacts of the Low Rise Medium Density Housing Code; the opportunities presented in the North Burwood Precinct
- Changing demographics in Burwood LGA including ethnic diversity and age distributions; Burwood's relationship to Sydney's large student population; the rise in approvals for serviced apartments and boarding houses
- As a strategic centre the BTC's response to competitive pressures as a location for employment, services and retailing, from the Rhodes Metropolitan Centre, the Olympic Park strategic centre, and the Parramatta Road Corridor
- The availability of open space, and recreation and community facilities relative to population growth and change; land availability and costs for increasing open space/recreation provision; sources of funding for increased open space and facilities
- Increasing community expectations that the quality of public places and spaces needs to be improved in the context of continued development and traffic growth
- Growing community expectations that the environmental impacts of development, climate change, carbon emissions and waste management need to be addressed; and the appropriate local planning responses to these matters

- The likely impacts of digital disruption of traditional retailing and shopping centres; also disruption of employment, jobs and demand for traditional office space; providing for new opportunities in consumption, services and employment

3.2 Barriers to delivery

The potential barriers or challenges to achieving delivery of the District Plan actions in Burwood LGA include:

- The State Government's timely delivery and coordination of its planned commitments for specific major transport infrastructure and service improvements, and other State-level infrastructure that are necessary to support local development and population/employment growth and change
- The availability and efficient use of planning resources at the local and regional level, and the need to focus resources on matters with a high probability of implementation; achieving partnerships, collaboration and coordination on major planning projects
- Building and maintaining community support for or at least acceptance of the State Government's strategic planning directions underlying the District Plan that have their expression at the local level, in particular urban densification in Sydney's inner west
- Securing adequate funding for provision of appropriate and timely local infrastructure and facilities including open space to cater for population and employment growth and change; and adequate and timely availability of supporting State funding as necessary
- Community trust in the regulation of urban development decisions that implement the strategic directions, including the reliability of planning rules and building certification that lead to quality development outcomes and that meet community expectations
- The availability of current data on population, housing and development that will enable more agile planning responses

3.3 Key risks:

Other potential or unknown barriers and risks that may arise include:

- Changes at the Federal Government level in population and immigration policy, economic policy including banking regulation, interest rates and foreign investment controls, and Federal funding support for major infrastructure
- Disruptions arising from the above or from unknown global forces to property markets in particular housing that impact on housing demand, major infrastructure provision and funding of local infrastructure
- Changes at the State Government level in major infrastructure priorities and timing, and in key strategic planning directions, regional priorities and local implementation
- Global, regional or local events or impacts that lead to surges in community expectations for actions to deal with climate change or other environmental impacts

3.4 Key findings

- Based on its inner-Sydney location, urban development history and existing major infrastructure the planning controls in Burwood LGA over the last decade have been

able to achieve substantial residential and employment growth focused in and around its town and local centres while balancing that with protection of its low density residential areas and conservation of its significant environmental heritage

- Major new transport infrastructure projects and services, and the new urban redevelopment project in the North Burwood precinct will introduce substantial change to the LGA. Accommodating the change will require collaborative planning and delivery partnerships of State and local Government; this will be on top of ongoing growth based on existing and potentially increased capacity in Burwood's existing centres and surrounding areas
- There are potential ongoing and additional challenges to planning in Burwood LGA arising from changing demographics; housing affordability; digital disruption of employment, shopping and services; competition from other centres and corridors; and community expectations about the environment
- The potential consequences of major infrastructure not being delivered on time and not integrated with urban planning are likely to be more traffic congestion, inadequate transport accessibility, excessive demands on major public infrastructure, lack of housing supply, affordability and choice, and inadequate responses to major environmental challenges
- Alternative approaches would be local caps on further growth pending major infrastructure delivery, or a complete change of metropolitan strategy away from densification of Inner Sydney

SECTION 4 - CONCLUSIONS AND RECOMMENDATIONS

4.1 Gap analysis

In the context of this review the gaps in the planning framework and knowledge base are:

- Determination and agreement on zones, development standards and other parameters for planning of the North Burwood Precinct
- Local infrastructure requirements and costings for implementation of the North Burwood Precinct and delineation of State and local responsibilities for infrastructure provision
- Acquisition of a current data base for Burwood LGA of achievements in provision of housing and jobs, and "spare capacity" for both in existing zones
- Acquisition of current data on market uptake of non-residential floor space in recent developments in Burwood's town and local centres (probably excluding the BTC)
- Review of the potential for floor space bonuses for large sites to facilitate larger floor plates
- Review of potential changes to development standards (eg on building heights) and BDCP guidelines to improve the quality of urban design outcomes in Burwood's centres
- Acquisition of data on tourism and visitation in Burwood LGA
- Funding for certain regional scale infrastructure such as major open space provision for the North Burwood Precinct and Burwood Town Centre
- Review of potential impacts of climate change and other environmental challenges on development in Burwood LGA
- Review of potential strategies for low-carbon (including zero net emissions), high efficiency development, optimization of use of water, management of waste of development

4.2 Priorities

The scope and priorities of work required to deal with these gaps and provide the basis for preparation of the Local Strategic Planning Statement and the Planning Proposal to amend the BLEP include:

- Complete the collaborative planning process for the North Burwood Precinct
- Develop improved data for Burwood LGA achievements in provision of housing, employment and services, and spare capacity in existing zones for these
- Identify targets for housing (10-20 years) in Burwood LGA; including targets for affordable housing; relative to targets in the District Plan
- Identify targets for employment in Burwood LGA relative to targets in the District Plan
- Consideration of potential for floor space bonuses for larger sites that would facilitate large floor plates and provide incentives for site amalgamation
- Consideration of changes to development standards (eg on building heights) and BDCP guidelines to improve the quality of urban design outcomes in centres (especially BTC)
- Identify other changes to BLEP 2012 necessary to accommodate, change or manage growth and achieve targets in Burwood LGA. These may include:

- Initiatives for achievement of housing targets for medium-high density areas around centres
- Management of non-residential floor space provision in town and local centres
- Initiatives in planning for tourism and visitation
- Undertake necessary site testing to verify viability of changes to development standards and other planning controls
- Identify local infrastructure and facilities needs and costings to support expected urban development for inclusion in works program of contributions plan(s)
- Identify means to fund additional open space provision in BTC and North Burwood including use of the State Government's Local Finance Assistance grants
- Determine appropriate type of contributions plan(s) and percentage levies if applicable
- Finalisation of the Overland Flood Studies for the Exile Bay/St Lukes/William Street Catchment, the Powells Creek Catchment, the Dobroyd Canal Catchment and the Cooks River Catchment; and planning implementation
- Identify potential changes or inclusions in the LEP and DCP that address climate change and other environmental concerns
- Identify potential changes or inclusions in the LEP and DCP that address low-carbon (including zero net emissions), high efficiency strategies to reduce emissions and optimise the use of water
- Identify potential changes or inclusions in the LEP and DCP that assist in the management and reduction of waste generated by development

4.3 Program

The table below provides indicative program for completion of the six phases involved in the whole LEP review process leading to final submission of planning proposal in Phase 6.

Item	2018	2019	2020	2021
Phase 1 LEP Review				
● Lodge LEP Review Report				
● Finalise Project Plan with DPE, Commission				
Phase 2 Draft LSPS				
● Undertake the investigations and assessments indicated in 4.2 above				
● Prepare and exhibit Local Strategic Planning Statements (LSPS)				
Phase 3 Final LSPS				
● Review submissions and implementation options from exhibition				
● Finalise LSPS				
Phase 4 Gateway				
● Prepare planning proposal for amendment of BLEP				
● Gateway determination of PP				
Phase 5 Exhibition of Draft LEP				
● Prepare consultation material				
● Exhibit Planning Proposal				
● Finalise Planning Proposal				
Phase 6 Plan Making				
● Submit final planning proposal to DPE				

HEALTH CHECK TABLE FOR BLEP 2012 - LEP REVIEW REPORT

RATING

- A. There is close alignment of the action with the BLEP2012, current planning processes and supporting documents
- B. There is general alignment of the action with the BLEP2012, current planning processes and supporting documents
- C. The action has limited or no relevance to Burwood LGA
- D. New specific action is required to achieve alignment

Key Direction: INFRASTRUCTURE AND COLLABORATION

Actions in the <i>Eastern City District Plan</i>	Responsibility in the <i>Plan</i>	Alignment of BLEP 2012 with Actions and Objectives - Burwood Council's Assessment - Rating Indicated
<p>Planning Priority E1 - Planning for a city supported by infrastructure</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 1: Infrastructure supports the three cities.</p> <p>Objective 2: Infrastructure aligns with forecast growth –growth infrastructure compact.</p> <p>Objective 3: Infrastructure adapts to meet future needs.</p> <p>Objective 4: Infrastructure use is optimised.</p> <p>Actions for Priority E1</p>		
<p>1</p> <p>Prioritise infrastructure investments to support the vision of <i>A Metropolis of Three Cities</i>.</p>	<p>Councils, other planning authorities, State agencies and State-owned agencies</p>	<p>B.</p> <p>Burwood Local Government Area (LGA) is a small fully developed urban area that is generally well served with various urban infrastructure.</p> <p>The LGA does not contain within its boundaries any major committed infrastructure investments referred to in <i>A Metropolis of Three Cities</i> or the <i>Eastern City District Plan</i> with these exceptions:</p> <ul style="list-style-type: none"> • The Parramatta Road Corridor Urban Transformation project is located on Burwood's northern boundary. Taking up opportunities provided by the Westconnex road project, it is expected to involve changes to Parramatta Road and major upgrades to bus services. • The Sydney Metro West rail concept planning indicates a possible station for North Burwood/Concord which it is understood will be located

LEP Health Check Table

		<p>in the Canada Bay LGA</p> <p>Burwood Council is participating in collaborative planning with Canada Bay Council and Strathfield Council to accommodate major increases in population and employment in the North Burwood Precinct. Transformation of the precinct depends on delivery of the new transport infrastructure and service. The collaborative planning will necessitate revision of the Burwood Local Environmental Plan (BLEP) 2012 to provide the capacity for the growth in population and employment.</p> <p>With regard to local infrastructure Council's programs currently are focused on maintenance and improvement of existing infrastructure rather than major new investments. This approach is incorporated in existing local infrastructure contributions plans and works programs that support current expected growth, and is reflected in the Community Strategic Plan. To support the proposed growth in the North Burwood precinct the existing works programs are being reviewed to identify new investments that will be necessary, in conjunction with work on a new local infrastructure plan to assist in supplying the necessary funding.</p>
<p>2</p> <p>Sequence growth across the three cities to promote north-south and east-west connections.</p>	<p>"</p>	<p>B. The urban growth in the North Burwood Precinct will support the east-west connections to be provided by the planned new infrastructure and service upgrades that support implementation of <i>A Metropolis of Three Cities</i> or the <i>Eastern City District Plan</i>.</p>
<p>3</p> <p>Align forecast growth with infrastructure.</p>	<p>"</p>	<p>B. The planning for growth in the North Burwood Precinct will be aligned with the planned transport infrastructure investments.</p>
<p>4</p> <p>Sequence infrastructure provision using a place-based approach.</p>	<p>"</p>	<p>B. Burwood Council's participation in the collaborative planning for the North Burwood Precinct is a place-based approach. As well as supporting the State Government planned new infrastructure provision, the collaborative planning is investigating new local infrastructure needs and funding. Additional local infrastructure could result from extension to the North</p>

¹ The North Burwood Precinct is bounded by Parramatta Road, Park Road in the west, Shafesbury Road in the east, and Meryla Street, Corner Street and Burwood Park in the south

LEP Health Check Table

		<p>Burwood Precinct of a recent amendment to the BLEP 2012 applying to the Burwood Town Centre (BTC). It provides in effect for bonus floor space where development results in new community infrastructure or use of land as community infrastructure.</p> <p>This comment applies to 3 and 4. The State Government must sequence and fund the provision of infrastructure for which it is responsible - schools, major open space, health care - to support growth that is included now in the BLEP 2012 and that may be added in the Burwood North precinct, or indeed in the Planned Precincts if they proceed.</p>
<p>5</p> <p>Consider the adaptability of infrastructure and its potential shared use when preparing infrastructure strategies and plans.</p>	<p>"</p>	<p>B.</p> <p>At the local level this approach is already adopted by Burwood Council where appropriate in its infrastructure planning and works programs. Examples in the BTC include stormwater harvesting in Burwood Park, creation of a vehicle-pedestrian shared zone in Deane Street, and dual use of public parking areas for general parking and for "visitor" parking generated by private development in specific cases. Outside the BTC examples include use of Woodstock Park including the heritage listed Woodstock former historic dwelling as a childcare centre, community centre and venue for hire.</p>
<p>6</p> <p>Maximise the utility of existing infrastructure assets, and consider strategies to influence behaviour changes, to reduce the demand for new infrastructure, including supporting the development of adaptive and flexible regulations to allow decentralised utilities.</p>	<p>"</p>	<p>B.</p> <p>The BLEP 2012 already focuses its substantial capacity for growth in population and employment in town centres and corridors that are served by existing major transport infrastructure and services, therefore maximising their productivity. The same approach underlies the collaborative planning for the North Burwood Precinct.</p> <p>Burwood Council also has the same approach to management of existing infrastructure assets and their planned upgrades funded by Council and local infrastructure contributions. It is also a key action in the Community Strategic Plan.</p> <p>The car parking guidelines in the Burwood Development Control Plan (BDGP) 2013 for the BTC and Strathfield Town Centre² aim to support public transport use, walking and cycling, and optimise the productivity of</p>

² In this Table references to the Strathfield Town Centre mean that part of the larger Strathfield Town Centre that is located in Burwood LGA.

			car parking infrastructure. This supports behaviour change. It is expected that this approach will adopted in the North Burwood Precinct as well.
Planning Priority E2 - Working Through Collaboration			
Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 5: Benefits of growth realised by collaboration of governments, community and business			
7	Identify, prioritise and deliver Collaboration Areas.	Greater Sydney Commission	<p>B. Primarily this is a matter for the Greater Sydney Commission (GSC) to initiate and manage. The GSC provided a series of technical group workshop to assist councils, and actively engaged with Burwood Council to assess and understand key issues facing the LGA.</p> <p>The only collaboration project listed in <i>The Eastern Districts City Plan</i> that relates directly to Burwood Council is the Parramatta Road Corridor Urban Transformation. Burwood Council is actively participating in the collaborative planning for the North Burwood Precinct as part of this project.</p> <p>The <i>Plan</i> also refers to the Planned Precincts initiative of the State Government. Burwood Council awaits further action by the State Government for the Burwood-Stratfield-Homebush precinct concept to be taken further.</p>
Key Direction: LIVABILITY			
Actions in the Eastern City District Plan		Responsibility in the Plan	Alignment of BLEP 2012 with Actions and Objectives - Burwood Council's Assessment - Rating Indicated
Planning Priority E3 - Providing services and social infrastructure to meet people's changing needs			
Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 6: Services and infrastructure meet communities' changing needs.			
8	Deliver social infrastructure that reflects the needs of the community now and in the future.	Councils, other planning authorities, State agencies and State-owned agencies	<p>B. For major social infrastructure the State Government must sequence the provision of social infrastructure for which it is responsible - eg education, health, regional open space - to support growth that is included now in the BLEP 2012 and that will be added in the North Burwood precinct.</p> <p>Burwood Council monitors the need for local social infrastructure and delivers improvements and upgrades as necessary, having regard to growth and</p>

<p>9</p> <p>Optimise the use of available public land for social infrastructure</p>		<p>change in the community. Burwood Council in 2014 engaged consultants to carry out a Burwood Open Space and Community Facilities study which has been used to guide decision making on social infrastructure.</p> <p>Specific actions and objectives for these are already included in the Community Strategic Plan.</p> <p>Assessments of local infrastructure needs for the North Burwood Precinct are being undertaken as part of Burwood's contribution to the collaborative planning and will be considered for incorporation in works programs supported by a new local infrastructure plan.</p> <p>B.</p> <p>This approach is already adopted by Burwood Council and is consistent with land and investment funds availability in Burwood LGA. Burwood LGA has limited areas of public land and has investment programs that optimise their use in a period of growth and change. An example of shared use of open space is the use by nearby schools of the large public open space provided in Burwood Park.</p> <p>The State Government should assist Burwood Council by funding additional public land for major local open space provision in particular in the BTC and North Burwood Precinct to support currently-planned and future population and employment growth and the changing needs of the community.</p>
<p>Planning Priority E4 - Fostering healthy, creative, culturally rich and socially connected communities</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 7: Communities are healthy, resilient and socially connected.</p> <p>Objective 8: Greater Sydney's communities are culturally rich with diverse neighbourhoods.</p> <p>Objective 9: Greater Sydney celebrates the arts and supports creative industries and innovation.</p>		
<p>10</p> <p>Deliver healthy, safe and inclusive places for people of all ages and abilities that support active, resilient and socially connected communities by:</p> <p>a. providing walkable places at a human scale with active street life</p> <p>b. prioritising opportunities for people to walk, cycle and use public transport</p> <p>c. co-locating schools, health, aged care, sporting</p>	<p>Councils, other planning authorities, State agencies and State-owned agencies</p>	<p>B.</p> <p>This approach is already adopted by Burwood Council through the BDCP, works programs and local infrastructure planning and the Community Strategic Plan.</p> <p>a. In the Burwood and Strathfield Town Centres the BLEP 2012 already includes designated active street frontages. For these centres the BDCP supported by the local contributions plans already includes various</p>

LEP Health Check Table

<p>and cultural facilities d. promoting local access to healthy fresh food and supporting local fresh food production.</p>		<p>provisions for public domain improvements such as public squares, lanes and pedestrian links and public domain finishes. This approach will be adopted as part of the planning for the North Burwood Precinct.</p> <p>More generally Burwood LGA's residential areas provide diverse, human scale, walkable neighbourhoods with active street life and a high degree of connectivity to centres and recreation areas.</p> <p>b. The BLEP 2012 already focuses major urban growth in the Burwood and Strathfield Town Centres that have excellent public transport infrastructure and services, and also in major public transport corridors such as Liverpool Road. Detailed planning under the BDCP as well as works programs and the local infrastructure contributions plans focus on facilities and conditions that encourage walking, cycling and public transport use in these precincts. The same approach will be adopted for the North Burwood precinct.</p> <p>c. It is the responsibility of the State Government to provide State-level infrastructure - schools, health, aged care etc - to support local growth. Council's approach already focuses on co-location of local infrastructure and facilities to meet growing local demand.</p> <p>d. Not relevant to Burwood LGA.</p>
<p>11 Incorporate cultural and linguistic diversity in strategic planning and engagement.</p>	<p>"</p>	<p>B. Burwood LGA already is very diverse culturally and linguistically and this is expected to remain. Such diversity is incorporated in the preparation of the Community Strategic Plan and it will provide context for the preparation of new or amending LEPs, including for the North Burwood Precinct.</p>
<p>12 Consider the local infrastructure implications of areas that accommodate large migrant and refugee populations.</p>	<p>"</p>	<p>B. Burwood's current and continuing cultural and ethnic diversity is derived from migration and this is expected to continue. Planning for local social infrastructure needs eg open space, community facilities takes into account the diverse migrant population. These matters are emphasised in the Community Strategic Plan. Burwood LGA is not a focus for significant refugee settlement.</p>
<p>13 Strengthen the economic self-determination of Aboriginal communities by engagement and</p>	<p>"</p>	<p>C. Not a substantial issue for Burwood LGA due to its population characteristics.</p>

<p>14</p> <p>Facilitate opportunities for creative and artistic expression and participation, wherever feasible with a minimum regulatory burden, including:</p> <ul style="list-style-type: none"> a. arts enterprises and facilities, and creative industries b. interim and temporary uses c. appropriate development of the night-time economy 		<p>The Community Strategic Plan endorses the importance of preserving, promoting and celebrating Burwood's indigenous history.</p> <p>B.</p> <p>Burwood Council has developed a Public Art Strategy for the Burwood LGA (draft) to encourage, assess and develop public art commissioned by Council. Burwood's community facilities encourage artistic expression and participation.</p> <p>The BTC has a vibrant night time economy supported by major regional shopping facilities and restaurant streets.</p> <p>Currently there are no policies or planning initiatives specifically for arts enterprises, creative industries or interim and temporary uses. Burwood has no industrial zone land or any opportunity to provide such. Developments in commercial zones generally are fully occupied. However this matter could be considered as part of a full LEP review.</p>
<p>15</p> <p>Strengthen social connections within and between communities through better understanding of the nature of social networks and supporting infrastructure in local places.</p>	<p>“</p>	<p>B.</p> <p>This approach is already adopted in Burwood's programs for social infrastructure including the Community Strategic Plan. It will provide context for a review of the BLEP and for the North Burwood Precinct planning.</p>
<p>Planning Priority E5 - Providing housing supply, choice and affordability, with access to jobs, services and public transport</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 10: Greater housing supply.</p> <p>Objective 11: Housing is more diverse and affordable.</p>		
<p>16</p> <p>Prepare local or district housing strategies that address the following:</p> <ul style="list-style-type: none"> a. the delivery of five-year housing supply targets for each local government area b. the delivery of 6-10 year (when agreed) housing supply targets for each local government area c. capacity to contribute to the longer term 20-year strategic housing target for the District d. the housing strategy requirements outlined in Objective 10 of <i>A Metropolis of Three Cities</i> that include: 	<p>Each Council - including Burwood</p>	<p>A. and D.</p> <p>The BLEP 2012 has provided substantial capacity for residential growth in the Burwood and Strathfield Town Centres, in local centres and in its medium density residential areas. Over the last decade this has been utilised by the development industry to contribute substantially to greater housing supply. There remains ample capacity in the BLEP's zones for further housing growth. The North Burwood Precinct will add substantial further housing capacity when it is implemented. The Planned Precincts would also boost housing capacity in Burwood LGA if they proceed.</p> <p>Taking all of these into account the 5 year target in the <i>Eastern Sydney</i></p>

<p>17</p> <p>Prepare Affordable Rental Housing Target Schemes following development of implementation arrangements.</p>	<p>Councils and other planning authorities</p>	<p>D.</p> <p>Although currently Burwood Council does not have an affordable rental housing strategy or target the SEPP Affordable Rental Housing has been utilised for approval of a significant number of development in the LGA.</p> <p>Provision of affordable rental housing is part of the planning for the North Burwood precinct. The Parramatta Road Corridor Urban Transformation Strategy sets a minimum of 5% of housing to be affordable housing.</p> <p>Of course affordable housing is not an action area solely for local governments and it needs to be led by effective policy and actions at the State and Federal levels.</p>
<p>Planning Priority E5 - Creating and renewing great places and local centres, and respecting the District's heritage</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 12: Greater housing supply.</p> <p>Objective 13: Housing is more diverse and affordable.</p>		
<p>18</p> <p>Using a place-based and collaborative approach throughout planning, design, development and management, deliver great places by:</p> <p>a. prioritising a people-friendly public realm and open spaces as a central organising design</p>	<p>Councils, other planning authorities, State agencies and State-owned agencies</p>	<p>A.</p> <p>Burwood's inner Sydney location and urban development history already provide a fine grain urban form, a diverse land use mix, high amenity residential areas and centres, walkable neighbourhoods and local places for</p>

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<p>principle b: recognising and balancing the dual function of streets as places for people and movement c: providing fine grain urban form, diverse land use mix, high amenity and walkability, in and within a 10-minute walk of centres d: integrating social infrastructure to support social connections and provide a community hub e: recognising and celebrating the character of a place and its people.</p>		<p>people. The dual function of streets as places for people and movement is achieved particularly in the BTC. Further implementation of these strategic directions is already being achieved through the BDCP, local contributions plans and the community plan which aim to provide people-friendly public realms and open spaces and integrated social infrastructure. Burwood Council places a high value on heritage items and conservation areas. These are identified in the BLEP 2012 and receive a high degree of protection through the statutory controls and additional BDCP guidelines. Planning for the North Burwood Precinct will prioritise the strategic directions indicated in Action 18 a-e.</p>
<p>19 In Collaboration Areas, Planned Precincts and planning for centres: a. investigate opportunities for precinct-based provision of adaptable car parking and infrastructure in lieu of private provision of car parking b. ensure parking availability takes into account the level of access by public transport c. consider the capacity for places to change and evolve, and accommodate diverse activities over time d. incorporate facilities to encourage the use of car sharing, electric and hybrid vehicles including charging stations</p>	<p>Councils, other planning authorities and State agencies</p>	<p>A. The BDCP already provides in the Burwood and Strathfield Town Centres for reduced rates of parking provision in the context of the Centres' excellent public transport infrastructure and services. The BDCP also allows for monetary contributions to be offered through planning agreements, in lieu of certain on-site parking spaces, with the received funds being used to provide common-access parking spaces for use by the public. The BDCP encourages implementation of active travel demand management as part of a Transport, Traffic and Parking Impact Report and Management Plan that must be prepared for a major development. These initiatives will be considered as part of planning for the North Burwood Precinct Also Council's Car Parking Policy restricts the availability of on-street parking permits to households in areas of high demand to further manage that demand and reduce street congestion.</p>
<p>20 Identify, conserve and enhance environmental heritage by: a. engaging with the community early in the planning process to understand heritage values and how they contribute to the significance of the place b. applying adaptive re-use and interpreting heritage to foster distinctive local places</p>	<p>Councils, other planning authorities, State agencies and State-owned agencies</p>	<p>A. Environmental heritage is a key issue in Burwood LGA due to its urban development history. As indicated above, Burwood's heritage items and conservation areas are identified in the BLEP 2012 and receive a high degree of protection through the statutory controls and additional BDCP guidelines. These measures were achieved through the consultation process required for</p>

<p>c. managing and monitoring the cumulative impact of development on the heritage values and character of places.</p>		<p>LEPs and DCPs. Further detailed consideration of heritage issues takes place at development application stage where there is or may be direct or indirect heritage impacts. Council undertakes strategic reviews of heritage matters as needs arise and adds heritage items through the BLEP as necessary.</p> <p>There are several heritage items within the proposed North Burwood Precinct and these will be incorporated into the detailed planning for that precinct.</p>
<p>21 Use place-based planning to support the role of centres as a focus for connected neighbourhoods.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>B. The place-based planning approach has been used in the zoning, planning and development of the BTC since 2010. Additional resources are being provided to further advance place-based planning in the BTC.</p> <p>The BDCP and contributions plans provide guidelines and funds (together with Council's funds) to manage local and neighbourhood centres to improve amenity, accessibility and connectivity.</p>
<p>22 Use flexible and innovative approaches to revitalise high streets in decline.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>B. "Main street" shop fronts in Burwood's centres generally are occupied. However the LEP review should reconsider the proportion of non-residential floor space required in buildings in local centres to ensure that supply is matched to expected demand and over-supply does not contribute to perceptions of main street decline in the local centres.</p>
<p>Key Direction: PRODUCTIVITY</p>		
<p>Actions in the Eastern City District Plan</p>		
		<p>Responsibility in the Plan</p>
<p>Alignment of BLEP 2012 with Actions and Objectives - Burwood Council's Assessment - Rating Indicated</p>		
<p>Planning Priority E7 - Growing a stronger and more competitive Harbour CBD (which encompasses the Central Sydney CBD, the adjacent areas of Pyrmont, Ultimo and Redfern, and the North Sydney business district)</p>		
<p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p>		
<p>Objective 15: The Eastern, GPDP and Western Economic Corridors are better connected and more competitive.</p>		
<p>Objective 18: Harbour CBD is stronger and more competitive.</p>		
<p>23</p>	<p>Priority:</p> <p>a. public transport projects to the Harbour CBD to improve business-to-business connections and support the 30-minute city</p> <p>b. infrastructure investments, particularly those</p>	<p>Councils, other planning authorities and State agencies</p> <p>B. The public transport connections accessing the Harbour CBD are matters for the State agencies. They are supported by the existing urban pattern and local</p>

<p>focused on access to the transport network, which enhances walkability within 2 kilometres of metropolitan or strategic centres or 10 minutes walking distance of a local centre c. infrastructure investments, particularly those focused on access to the transport network, which enhance cycling connectivity within 5 kilometres of strategic centres or 10 kilometres of the Harbour CBD.</p>		<p>planning The BTC is a strategic centre in the <i>Eastern City District Plan</i>. Stratfield Town Centre is another substantial town centre and there are several local centres along main roads in the LGA. All of these centres are served by a dense network of bus services. Many of the bus services focus on the Burwood and Stratfield Town Centres where major rail stations are located. Given Burwood LGA's history of fine-grained urban development already provide walkability to Burwood's town and local centres. Burwood Council's works programs and infrastructure planning provides ongoing improvement to footpaths and cycling connectivity.</p>
<p>24 Strengthen the international competitiveness of the Harbour CBD and grow its vibrancy by: a. further growing an internationally competitive commercial sector to support an innovation economy b. providing residential development without compromising commercial development c. providing a wide range of cultural, entertainment, arts and leisure activities d. providing a diverse and vibrant night-time economy, in a way that responds to potential negative impacts</p>	<p>Councils, other planning authorities and State agencies</p>	<p>C.</p>
<p>25 Review as required, planning controls to facilitate economic activity to deliver on the job targets.</p>	<p>Councils and other planning authorities</p>	<p>D. In Burwood's town and local centres the BLEP 2012 includes a maximum residential floor space ratio provision which in effect reserves a proportion of new floor space for commercial and other non-residential development in large parts of the centres. This is as high as 30% in the commercial core of the BTC. The aim is to ensure space is provided for economic activity that delivers local jobs as well as providing local and regional services. Generally all available employment-generating floor space in the major centres is taken up. The role of strategic centre is warranted for the BTC. It is expected that a similar planning approach will be adopted for the North Burwood precinct if it proceeds. Notwithstanding the above it is appropriate for investigations in support of a new LEP to include consideration of jobs capacity, growth and possible</p>

<p>Planning Priority E8 - Growing and Investing in health and education precincts and the Innovation Corridor Gives Effect to A Metropolis of Three Cities by delivering: Objective 21: Internationally competitive health, education, research and innovation precincts.</p>			<p>targets in Burwood LGA.</p>
<p>26</p>	<p>Facilitate an innovation corridor that: a. provides access to a sufficient supply of affordable and scalable spaces b. promotes co-location and increased business-to-business interaction c. connects with events spaces d. delivers a high amenity, highly walkable and safe corridor e. has access to affordable, diverse and multi-purpose housing options f. supports a strong night time economy.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>C. Burwood LGA is not part of the Eastern Economic Corridor or the Innovation Corridor in the <i>Eastern Sydney District Plan</i>.</p>
<p>27</p>	<p>Facilitate health and education precincts that: a. create the conditions for the continued co-location of health and education facilities, and services to support the precinct and growth of the precincts b. have high levels of accessibility c. attract associated businesses, industries and commercialisation of research d. facilitate housing opportunities for students and workers within 30 minutes of the precinct.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>C. A health and education precinct is not indicated for the Burwood LGA in the <i>Eastern City District Plan</i>. It is likely that medium and high density housing in Burwood centres is a significant resource for students and workers in the precinct given its accessibility by public transport.</p>
<p>28</p>	<p>Deliver a Place Strategy for the Camperdown-Ultho health and education precinct.</p>	<p>Not Burwood</p>	<p>C. It is likely that medium and high density housing in Burwood centres is a significant resource for students in the Inner West.</p>
<p>29</p>	<p>Deliver a Place Strategy for the Randwick health and education precinct.</p>	<p>Not Burwood</p>	<p>C.</p>
<p>Planning Priority E9 - Growing International trade gateways Gives Effect to A Metropolis of Three Cities by delivering: Objective 16: Freight and logistics network is competitive and efficient.</p>			
<p>30</p>	<p>Manage the interfaces of industrial areas, trade gateways and intermodal facilities by</p>	<p>Councils, other planning authorities, State</p>	<p>C.</p>

<p>Land use activities</p> <ul style="list-style-type: none"> a. providing buffer areas to nearby activities such as residential uses that are sensitive to emissions from 24-hour port and freight functions b. retaining industrial lands for port, intermodal and logistics uses as well as the landside transport network from the encroachment of commercial, residential and other non-compatible uses which would adversely affect industry viability to facilitate ongoing c. operation and long-term growth d. requiring sensitive developments within influence of port and airport operations to implement measures that reduce amenity impacts e. improving communication of current and future noise conditions around Port Botany, airports, surrounding road and rail networks, intermodal terminals and supporting private lands f. improving the capacity of existing stakeholders to implement existing planning noise standards for incoming sensitive developments g. protecting prescribed airspace from inappropriate development, for example, height of building controls that would allow buildings to penetrate prescribed airspace and reducing the capacity of existing airport operations h. identifying and preserving land for future port and airport, intermodal and rail infrastructure i. ensuring adequate land is available for transit uses, for example, bus layovers. <p>Transport operations</p> <ul style="list-style-type: none"> j. providing the required commercial and passenger vehicle, and freight and passenger rail access k. preventing uses that generate additional private vehicle traffic on roads that service Port Botany and Sydney Airport such as large-scale car-based retail and high density residential, to reduce conflicts with large dangerous goods vehicles (for example, Foreshore Road and Denison Street). 	<p>agencies and State-owned corporations</p>	
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<p>Banksmeadow) k. recognising and giving effect to the National Airports Safeguarding Framework, incorporating airspace protection (for example height), turbulence and wildlife safety measures.</p>		
<p>31 Protect and grow the trade gateways by Port Botany a. retaining industrial zoned land in and near Port Botany precinct b. protecting Port Botany's function as an international gateway for freight and logistics and supporting port-related land uses and infrastructure in the area around the port c. supporting the land use needs of freight movement to increase the proportion of container freight transported by rail d. investigating a corridor for an enhanced road link from Port Botany to WestConnex e. investigating duplication of Port Botany freight line f. improving management of land use conflicts g. managing the biosecurity risk for primary industries h. creating safe cycling and walking connections. Sydney Airport i. identifying and retaining strategically important employment and urban services land in and near Sydney Airport precinct j. protecting Sydney Airport's function as an international gateway for passengers and freight, and support airport-related land uses and infrastructure in the area around the Airport k. facilitating road planning to connect Sydney Airport to WestConnex l. managing the biosecurity risk for primary industries. m. Providing safe cycling and walking connections, particularly to Mascot Station Glebe Island</p>	<p>Not Burwood</p>	<p>C.</p>

<p>32</p> <p>n. develop a strategy for the management of port and related land side activities as part of the masterplan for the Bays Precinct</p> <p>Optimise the efficiency and effectiveness of the freight handling and logistics network by:</p> <ul style="list-style-type: none"> a. protecting current and future freight corridors and shared freight corridors. b. balancing the need to minimise negative impacts of freight movements on urban amenity with the need to support efficient freight movements and deliveries. c. identifying and protecting key freight routes d. limiting incompatible uses in areas expected to have intense freight activity. 	<p>Councils, other planning authorities, State agencies and State-owned corporations</p>	<p>C.</p>
<p>Planning Priority E10 - Delivering integrated land use and transport planning and a 30-minute city</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 14: <i>A Metropolis of Three Cities</i> – integrated land use and transport creates walkable and 30-minute cities</p>		
<p>33</p> <p>Integrate land use and transport plans to deliver the 30-minute city.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>A.</p> <p>Burwood LGA's urban structure together with the strategic directions of the BLEP inherently integrate transport and land use planning. The BLEP focuses major population and employment growth in the Burwood and Strathfield Town Centres which have excellent public transport access, and in local centres along arterial roads. Most higher density residential areas are located in or close to major public transport hubs and along transport corridors.</p> <p>This is supported in the BDCP eg in its car parking provisions and development guidelines for the centres. Burwood LGA includes several major schools with regional catchments and several private hospitals. These are located within walking distance of transport hubs.</p>
<p>34</p> <p>Investigate, plan and protect future transport and infrastructure corridors.</p>	<p>Councils, other planning authorities and State</p>	<p>B.</p> <p>Planning for the North Burwood precinct is based on land use-transport integration principles and can assist in developing the 30 minute city provided the State Government delivers the necessary new transport infrastructure and services.</p>

35	Support innovative approaches to the operation of business, educational and institutional establishments to improve the performance of the transport network	Councils, other planning authorities and State agencies	<p>The BLEP includes land acquisition strips along Georges River Road as required by the RMS.</p> <p>The future transport and infrastructure corridors in Burwood LGA shown in the <i>Eastern City District Plan</i> do not require protection at this stage.</p> <p>B. Planning and practice in Burwood Council do not hinder these matters.</p>
36	Plan for urban development, new centres, better places and employment uses that are integrated with, and optimise opportunities of, the public value and use of Sydney Metro City & South West, CBD and South East Light Rail, and Westconnex as well as other city shaping projects.	Councils, other planning authorities, State agencies and State-owned corporations	<p>B. The Sydney West Metro when it is implemented will provide major new public transport facilities. The urban transformation of Parramatta Road is dependent on the implementation of Westconnex. The collaborative planning for the North Burwood precinct in which Burwood Council is involved will integrate land use and transport planning and optimise opportunities for leveraging increased public value.</p>
37	Investigate and plan for the land use implications of potential long-term regional transport connections.	Councils, other planning authorities and State agencies	<p>C. The future transport and infrastructure corridors in Burwood LGA shown in the <i>Eastern City District Plan</i> are not sufficiently advanced at this stage for any action to be taken in a review of the BLEP.</p>
<p>Planning Priority E11 - Growing Investment, business opportunities and jobs in strategic centres</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 22: Investment and business activity in centres</p>			
38	Provide access to jobs, goods and services in centres by:	Councils, other planning authorities and State agencies	<p>B. The BTC is a strategic centre in the <i>Eastern City District Plan</i>. It is covered by a B4 Mixed Use zone that provides ample land use flexibility that allows for a diverse range of activities. It has a defined commercial core and middle ring that are subject to a maximum residential floor space ratio. This provides large scale opportunities for housing while ensuring that development includes and retains floor space for employment and services activities. The BTC is a highly accessible and attractive location in which there is little difficulty in available commercial floor space being filled.</p> <p>Over time the public realm of the BTC is being improved using Council funds and contributions from the specific Section 7.12 Plan. Initiatives include</p>

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	<p>f. improving the walkability within and to centres</p> <p>g. completing and improving a safe and connected cycling network to and within centres</p> <p>h. improving public transport services to all strategic centres</p> <p>i. conserving and interpreting heritage significance</p> <p>j. designing parking that can be adapted to future uses</p> <p>k. providing for a diverse and vibrant night-time economy in a way that responds to potential negative impacts</p> <p>l. creating the conditions for residential development within strategic centres and within walking distance (10 minutes), but not at the expense of the attraction and growth of jobs, retailing and services; where appropriate, strategic centres should define commercial cores informed by an assessment of their need</p>		<p>improving walkability, expanding the cycling network, and improving urban amenity.</p> <p>The Strathfield Town Centre is subject to a similar approach.</p> <p>The BLEP also includes a bonus development provision that enables approval in the BTC of additional floor space in exchange for provision of community infrastructure or the use of land as community infrastructure.</p> <p>Heritage items in the BTC are actively conserved during redevelopment through the BLEP and BDCP.</p> <p>It will be extended to the North Burwood precinct as planning for that proceeds</p> <p>The other issues covered in points a. to l are addressed in comments above.</p>
39	<p>39. Prioritise public transport investment to deliver the 30-minute city objective for strategic centres along the economic corridor</p>	<p>Councils, other planning authorities and State agencies</p>	<p>C. Primarily a State Government matter.</p>
40	<p>40. Prioritise transport investments that enhance access to the economic corridor and between centres within the corridor.</p>	<p>Councils and other planning authorities</p>	<p>C. Primarily a State Government matter.</p>
41	<p>41. Co-locate health, education, social and community facilities in strategic centres along the economic corridor.</p>	<p>Councils and other planning authorities</p>	<p>C. Investment in major health and education facilities primarily is a State Government matter. Private sector initiatives for such facilities in the BTC are provided for in the BLEP. As discussed above, Council maintains and develops local community facilities in the context of population growth in its centres and higher density residential areas.</p>
42	<p>42. Create new centres in accordance with the Principles for Greater Sydney's centres.</p>	<p>Councils and other planning authorities</p>	<p>C. State Government planning for other centres including creation of new centres must ensure that it does not result in decline of existing strategic centres such as the BTC.</p>
43	<p>43. Review the current planning controls and create capacity to achieve the job targets for each of the</p>	<p>Councils and other planning authorities</p>	<p>D.</p>

<p>District's strategic centres</p>		<p>For the BTC this is a matter for consideration as part of the LEP review. Collaborative planning for the North Burwood precinct will also address this matter.</p>
<p>44</p> <p>Prioritise strategic land use and infrastructure plans for growing centres, particularly those with capacity for additional retail floor space.</p>	<p>Councils and other planning authorities</p>	<p>B. As discussed above, the BTC is well placed for existing and proposed future transport infrastructure. Already it is a major retail hub for the Inner West and has potential for additional retail floor space. The State Government needs to ensure that expansion of other centres is planned in a district and wider context and does not undermine the viability of existing strategic centres.</p>
<p>45</p> <p>Encourage opportunities for new smart work hubs.</p>	<p>Councils and other planning authorities</p>	<p>Noted</p>
<p>47</p> <p>Actions for Burwood Centre</p> <p>a. strengthen BTC (BTC) through approaches that: a. protect capacity for job targets and a diverse mix of uses to strengthen and reinforce the economic role of the centre b. consider development initiatives that encourage the development of large floorplate mixed use buildings c. improve connections across the centre, including permeability of the rail line d. expand the function and type of land uses in the centre e. investigate opportunities to improve and diversify night time economy offerings f. promote place-making initiatives to improve the quality of public spaces.</p>	<p>Burwood Council, other planning authorities and State agencies</p>	<p>A. and D.</p> <p>a. As outlined above employment capacity and a diverse role for the BTC is already protected by BLEP planning controls. The matter of jobs growth, capacity and potential targets can be considered as part of the LEP review. In particular planning controls may need to be adjusted to provide additional capacity for jobs growth to ensure that the jobs targets in the <i>Eastern City District Plan</i> are met.</p> <p>b. In particular consideration should be given to floor space bonuses for large sites that would facilitate large floor plates. Currently sites tend to be redeveloped on a piecemeal basis as there is little incentive for amalgamation. The large site bonus approach was rejected by the State Government's planning panel for the BTC that prepared the current LEP provisions but warrants reconsideration in the LEP review.</p> <p>In association with this consideration should be given in the LEP review to whether overall high quality urban design outcomes for the BTC (and Burwood's other centres) are being achieved under current development standards and BDCP guidelines and what may need to be changed to improve the outcomes. An example for consideration is the building height limit</p> <p>c. The BDCP includes lanes and pedestrian links that are being implemented as enabled by redevelopment of sites. These will improve connections across the Centre. Rail line permeability is generally adequate but could</p>

<p>Planning Priority E12 - Retaining and managing industrial and urban services land Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 23: Industrial and urban services land is planned, retained and managed.</p>			<p>d. The BLEP's B4 Mixed Use zone is considered to provide ample scope for functions and types of land uses. This can be further assessed as part of the LEP review.</p> <p>e. The BIC has a wide range of night time economy offerings including retail cinema, restaurants and cafes, and clubs. BLEP's B4 Mixed Use zone is considered to provide ample scope for this to continue and expand.</p> <p>f. Council is considering identifying and promoting place-making initiatives. Opportunities to improve and diversify the night time economy will be investigated.</p>
51	<p>Retain and manage industrial and urban services land in line with the Principles for managing industrial and urban services land in the Eastern City District by safeguarding all industrial zoned land from conversion to residential development, including conversion to mixed use zones.</p> <p>In updating local environmental plans, councils are to conduct a strategic review of industrial land.</p>	<p>Councils including Burwood and other planning authorities</p>	<p>C. There is no industrial zone in the BLEP and there is no opportunity to provide such.</p>
52	<p>Facilitate the contemporary adaptation of industrial and warehouse buildings through increased floor to ceiling heights.</p>	<p>Councils and other planning authorities</p>	<p>C.</p>
<p>Planning Priority E13 - Supporting growth of targeted industry sectors Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 24: Economic sectors targeted for success</p>			
53	<p>Consider the barriers to the growth of internationally competitive trade sectors, including engaging with industry and assessing regulatory barriers.</p>	<p>Councils and other planning authorities</p>	<p>C.</p>
54	<p>Consider the following issues when preparing plans for tourism and visitation: a. encouraging the development of a range of well-</p>	<p>Councils and other planning authorities</p>	<p>C. Burwood LGA does not have a tourism and visitation plan. Those activities are not known to be a significant part of the local economy but could grow over</p>

<p>Designed and located facilities</p> <ul style="list-style-type: none"> b. enhancing the amenity, vibrancy and safety of centres, places and precincts c. supporting the development of places for artistic and cultural activities d. improving public facilities and access e. protecting heritage and biodiversity to enhance cultural and eco-tourism f. supporting appropriate growth of the night-time economy g. developing industry skills critical to growing the visitor economy h. incorporating transport planning to serve the transport access needs of tourists 		<p>time focused for example on serviced apartments accommodation and Burwood Road as an "east-street" destination. A Plan is not considered necessary at this time necessary but monitoring of relevant trends is probably warranted.</p> <p>The BLEP permits tourist and visitor accommodation in its Town Centre and local centre zones, and serviced apartments in these zones as well as the R1 General Residential zone. There has been significant growth in serviced apartment developments since commencement of the BLEP 2012, mainly in the BTC. Currently 152 serviced apartments are in developments that have been completed or are already approved. 145 additional serviced apartments are proposed in current undetermined development applications. The largest development contains 101 serviced apartments.</p> <p>General initiatives that improve the amenity, vibrancy and accessibility of the BTC should also assist the Centres attractiveness for visitation.</p>
<p>55</p> <p>Provide a regulatory environment that enables economic opportunities created by changing technologies</p>	<p>Councils, other planning authorities and State agencies</p>	<p>B.</p> <p>There are no known cases of the regulatory environment in Burwood stifling economic opportunities arising from changing technologies.</p>
<p>56</p> <p>Consider opportunities to implement place-based initiatives to attract more visitors, improve visitor experiences and ensure connections to transport at key tourist attractions</p>	<p>Councils and other planning authorities</p>	<p>D.</p> <p>Tourism and visitation is one of the issues that needs to be considered as part of new LEP preparation and this work may identify place-based initiatives.</p>
<p>57</p> <p>Consider opportunities to enhance the tourist and visitor economy in the District, including a coordinated approach to tourism activities, events and accommodation</p>	<p>Councils, other planning authorities and State agencies</p>	<p>D.</p>
<p>Key Direction: SUSTAINABILITY</p>		
<p>Actions in the Eastern City District Plan</p>	<p>Responsibility in the Plan</p>	<p>Alignment of BLEP 2012 with Actions and Objectives - Burwood Council's Assessment - Rating Indicated</p>
<p>Planning Priority E14 - Protecting and improving the health and enjoyment of Sydney Harbour and the District's waterways</p> <p> Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p> <p>Objective 25: The coast and waterways are protected and healthier.</p>		

58	Protect environmentally sensitive areas of waterways and the coastal environment area.	Councils, other planning authorities, State agencies and State-owned corporations	C. Cooks River - see next point.
59	Enhance sustainability and liveability by improving and managing access to waterways, foreshores and the coast for recreation, tourism, cultural events and water-based transport.	Councils, other planning authorities, State agencies and State-owned corporations	C. Burwood LGA borders the Cooks River waterway and foreshore to a limited extent along its southern boundary. The majority of the foreshore length is zoned RE1 Public Recreation and developed as local open space including a district cycle way.
60	Improve the health of catchments and waterways through a risk-based approach to managing the cumulative impacts of development including coordinated monitoring of outcomes.	Councils, other planning authorities, State agencies and State-owned corporations	B. Burwood Council already adopts this approach. For example the new Wangal Park wetlands are designed to polish stormwater runoff and return cleaner stormwater back into the downstream catchment.
61	Work towards reinstating more natural conditions in highly modified urban waterways.	Councils, other planning authorities, State agencies and State-owned corporations	C. On Burwood LGA's southern boundary a Naturalisation Project is being undertaken by Sydney Water for the Cooks River with Council's support.
Planning Priority E15 - Protecting and enhancing bushland and diversity			
Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 27: Biodiversity is protected, urban bushland and remnant vegetation is enhanced.			
62	Protect and enhance biodiversity by: a. supporting landscape-scale biodiversity conservation and the restoration of bushland corridors b. managing urban bushland and remnant vegetation as green infrastructure c. managing urban development and urban bushland to reduce edge-effect impacts.	Councils, other planning authorities and State agencies	C. Burwood LGA is a small highly urbanised area. It does not contain any bushland, landscape-scale biodiversity or remnant vegetation.
Planning Priority E16 - Protecting and enhancing scenic and cultural landscapes			
Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 28: Scenic and cultural landscapes are protected.			
63	Identify and protect scenic and cultural landscapes.	Councils, other planning authorities and State	A.

	agencies	Burwood's valued cultural landscapes mainly are associated with heritage conservation. The BLEP already protects Burwood's heritage items and extensive heritage conservation areas. Regular reviews are undertaken and new items added as necessary. Cultural heritage is also recognised in the Community Strategic Plan and will be a significant consideration in planning for the North Burwood Precinct.
<p>64 Enhance and protect views of scenic and cultural landscapes from the public realm.</p>	Councils, other planning authorities and State agencies	<p>A. As above</p>
<p>Planning Priority E17 - Increasing urban tree canopy cover and delivering Green Grid connections Gives Effect to A Metropolis of Three Cities by delivering: Objective 30: Urban tree canopy cover is increased. Objective 32: The Green Grid links parks, open spaces, bushland and walking and cycling paths.</p>		
<p>65 Expand urban tree canopy in the public realm.</p>	Councils, other planning authorities and State agencies	<p>A. Burwood Council's local contributions plans fund a broad program of tree planting in its urban areas (with a particular focus on the BTC) and in its parks large and small. Wangal Park is a major redevelopment of a former brick pit and involves substantial tree planting. The contributions plans also provide funds earmarked for acquisition of additional open space.</p>
<p>66 Progressively refine the detailed design and delivery of: a. Greater Sydney Green Grid priority corridors and projects important to the District b. opportunities for connections that form the long-term vision of the network c. walking and cycling links for transport as well as leisure and recreational trips.</p>	Councils, other planning authorities and State agencies	<p>D. Burwood Council will participate in collaborative projects that refine and deliver the Greater Sydney Green Grid priority corridors and projects to the extent they are relevant to the LGA. This would include consideration of connections that implement the long-term vision of the network. Walking and cycling links are already part of local infrastructure planning.</p>
<p>Priority Corridors 2 The Cooks River Open Space Corridor Will become a regionally significant parkland corridor, improving water quality and providing high quality open space with links to nearby centres including Strathfield, Sydney Olympic Park, Campsie, Canterbury, Dulwich Hill, Marrickville and Woffli Creek. This is a priority Green Grid project for</p>		<p>A. & D. Burwood LGA borders the Cooks River waterway and foreshore to a limited extent along its southern boundary. The majority of the foreshore length is zoned RE1 Public Recreation and developed as local open space including a district cycle way. Burwood Council will participate in collaborative projects that refine and deliver the Greater Sydney Green Grid in its section of the Cooks River</p>

<p>both the Eastern City and South districts</p>		<p>corridor and regional connections between the corridor and the Parramatta River.</p>
<p>Planning Priority E18 - Delivering high quality open space Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 31: Public open space is accessible, protected and enhanced.</p>		
<p>67 Maximise the use of existing open space and protect, enhance and expand public open space by: a. providing opportunities to expand a network of diverse, accessible, high quality open spaces that respond to the needs and values of communities as populations grow b. investigating opportunities to provide new open space so that all residential areas are within 400 metres of open space and all high density residential areas (over 60 dwellings per hectare) are within 200 metres of open space. c. requiring large urban renewal initiatives to demonstrate how the quantity of, or access to, high quality and diverse local open space is maintained or improved. d. planning new neighbourhoods with a sufficient quantity and quality of new open space. e. delivering shared and co-located sports and recreational facilities, including shared school grounds and repurposed golf courses. f. delivering or complementing the Greater Sydney Green Grid g. providing walking and cycling links for transport as well as leisure and recreational trips.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>A. & D. This approach is already implemented in Burwood LGA. The BLEP and the BDCP identify and fund acquisition of additional local open space areas, and fund its enhancement and usability having regard to the changing needs of Burwood's population. Providing and managing Burwood's open spaces are covered by key directions in the Community Strategic Plan. Two challenges are acknowledged for planning open space and recreation in Burwood: <ul style="list-style-type: none"> Provision of additional local open space to serve the growing population and workforce of the BTC in particular to the south of the rail line. A Public Open Space Square is identified in the BTC local contributions plan for acquisition at the south east corner Railway Parade and Burwood Road. The challenge is the availability of sufficient funds to acquire the site. The State Government should assist Burwood Council by helping fund this local open space provision in the BTC to support currently-planned and future growth in housing and employment in the BTC, and the changing needs of the BTC community. An adequate new public open space area will be required for the North Burwood precinct. The State Government should assist Burwood Council by funding the new major local open space provision in the North Burwood precinct to support planned growth in housing and employment. Its acquisition will be very expensive given current land values. </p>
<p>Planning Priority E19 - Reducing carbon emissions and managing energy, water and waste efficiently Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 33: A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change. Objective 34: Energy and water flows are captured, used and re-used.</p>		

LEP Health Check Table

Objective 35: More waste is re-used and recycled to support the development of a circular economy.		
68	Support initiatives that contribute to the aspirational objective of achieving net-zero emissions by 2050, especially through the establishment of low-carbon precincts in Planned Precincts, Collaboration Areas, State Significant Precincts and Urban Transformation projects.	Councils, other planning authorities, State agencies and State-owned corporations
69	Support precinct-based initiatives to increase renewable energy generation, and energy and water efficiency, especially in Planned Precincts, Collaboration Areas, State Significant Precincts and Urban Transformation Projects.	Councils, other planning authorities, State agencies and State-owned corporations
70	Protect existing and identify new locations for waste recycling and management.	Councils, other planning authorities and State agencies
71	Support innovative solutions to reduce the volume of waste and reduce waste transport requirements.	Councils, other planning authorities and State agencies
72	Encourage the preparation of low-carbon, high efficiency strategies to reduce emissions, optimise the use of water, reduce waste and optimise car parking provision where an increase in total floor area greater than 100,000 square metres is proposed in any contiguous area of 10 or more hectares.	Councils, other planning authorities, State agencies and State-owned corporations
		<p>D. This is a matter that should be addressed in the LEP and DCP reviews. Providing leadership in environmental sustainability is a key direction in the Community Strategic Plan.</p> <p>The collaborative planning for the North Burwood precinct should also address this matter, as should the Planned Precincts if they proceed.</p> <p>D. This is a matter that should be addressed in the LEP and DCP reviews. Providing leadership in environmental sustainability is a key direction in the Community Strategic Plan.</p> <p>The collaborative planning for the North Burwood precinct should also address this matter, as should the Planned Precincts if they proceed.</p> <p>C. Due to Burwood LGA's location, small area and absence of industrial land this matter cannot be dealt with by Burwood alone. It's a matter for regional collaboration.</p> <p>D. Council already requires Waste Manage Plans to be lodged with Development Applications for higher density buildings. Waste management is a matter that should be addressed further in the LEP and DCP reviews. Providing sustainable waste management practices is a key direction in the Community Strategic Plan.</p> <p>The collaborative planning for the North Burwood precinct should also address this matter.</p> <p>D. This is a matter that should be addressed in the LEP and DCP reviews in respect of the BTC, if the thresholds are applicable. The collaborative planning for the North Burwood precinct should also address this matter if the thresholds are applicable.</p>

<p>73</p> <p>Investigate potential regulatory mechanisms such as a Protection of the Environment Policy (PEP) that sets low-carbon, high-efficiency targets to be met through increased energy efficiency, water recycling and waste avoidance, reduction or re-use. This could include a framework for the monitoring and verification of performance for Planned Precincts, Collaboration Areas, urban renewal precincts and housing growth areas that are planned to have an increase in total floor area greater than 100,000 square metres.</p>	<p>Environment Protection Authority</p>	<p>Noted</p>
<p>Planning Priority E20 - Adapting to the impacts of urban and natural hazards and climate change</p> <p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering: Objective 36: People and places adapt to climate change and future shocks and stresses. Objective 37: Exposure to natural and urban hazards is reduced. Objective 38: Heatwaves and extreme heat are managed.</p>		
<p>74</p> <p>Support initiatives that respond to the impacts of climate change.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>C.</p> <p>This is a general matter that should be addressed in LEP and DCP reviews.</p>
<p>75</p> <p>Avoid locating new urban development in areas exposed to natural and urban hazards and consider options to limit the intensification of development in existing urban areas most exposed to hazards.</p>	<p>Councils, other planning authorities and State agencies</p>	<p>A. & D.</p> <p>The BLEP already includes the Standard Instrument's Acid Sulfate Soils Clause and Map and this is implemented through the development application process.</p> <p>The BLEP already includes the Standard Instrument's Flood Planning Clause. Council recently completed Draft Overland Flood Studies for the Exile Bay/St Lukes/William Street Catchment, the Powells Creek Catchment, the Dobroyd Canal Catchment and the Cooks River Catchment. The purpose of these flood studies is to identify potential flood prone locations and to quantify the degree of flood risk that these areas might be exposed to. The properties identified in the studies could potentially be impacted by either Overland or Mainstream flood water.</p> <p>The outcomes can be considered as part of the LEP and DCP reviews to determine potential further action.</p>

<p>76 Mitigate the urban heat island effect and reduce vulnerability to extreme heat</p>	<p>Councils, other planning authorities and State agencies</p>	<p>A. & D. The local contributions plan for the BTC includes extensive street tree planting. Otherwise this is a matter for a review of the BDCP.</p>
<p>Key Direction: IMPLEMENTATION</p>		
<p>Actions in the Eastern City District Plan</p>		
<p>Responsibility in the Plan</p>		
<p>Alignment of BLEP 2012 with Actions and Objectives - Burwood Council's Assessment - Rating Indicated</p>		
<p>Planning Priority E21 - Preparing local strategic planning statements informed by local strategic planning</p>		
<p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p>		
<p>Objective 39: A collaborative approach to city planning.</p>		
<p>77 The Greater Sydney Commission will require a local environmental plan review to include: a. an assessment of the local environment plan against the district plan Planning Priorities and Actions b. local context analysis c. an overview and program for the local strategic planning required to inform the preparation of a local strategic planning statement that will inform updates to the local environmental plan</p>	<p>Councils</p>	<p>Noted and Underway</p>
<p>Planning Priority E22 - Monitoring and reporting on the delivery of the Plan</p>		
<p>Gives Effect to <i>A Metropolis of Three Cities</i> by delivering:</p>		
<p>Objective 40: Plans are refined by monitoring and reporting.</p>		
<p>78 Develop performance indicators in consultation with state agencies and councils that ensure the 10 Directions to Inform Inter-agency, State and local government decision-making</p>	<p>Greater Sydney Commission, State agencies and councils</p>	<p>Noted</p>

(ITEM 101/18) ASSESSMENT OF POTENTIAL FOR TRANSFER OF FLOOR SPACE BETWEEN SITES IN THE BURWOOD TOWN CENTRE

File No: 18/29700

REPORT BY ACTING DIRECTOR PLANNING AND ENVIRONMENTAL SERVICES

Summary

This report investigates a potential floor space transfer scheme for the Burwood Town Centre and concludes that it is not suitable because of high costs, likely restricted floor space supply and the adequacy of the existing planning system. It is not recommended for adoption.

Operational Plan Objective

5.4.1 - Preserve local heritage through relevant planning strategies

Background

In response to a Mayoral Minute, Council at its meeting on 27 March 2018, resolved to request that the General Manager investigate the possible transfer of Floor Space Ratio (FSR) in the Burwood Town Centre (BTC) and report to Council.

The same matter was the subject of a report to Council on 23 June 2014 which recommended against adoption of a scheme to transfer floor space and Council resolved to defer the matter.

Proposal

The concept involves the establishment of a scheme that would operate in the BTC to:

- Enable the owners of sites that are subject to a substantial constraint on further development (e.g. listed heritage items and isolated sites) to sell the unused development capacity
- Enable developers of other sites to purchase that spare capacity and use it to achieve an increased scale of development on their sites

The only operating scheme of this type known in NSW is the City of Sydney (CoS) Council's Heritage Floor Space (HFS) scheme in Central Sydney. Its aim is to provide an incentive for the conservation and ongoing maintenance of heritage items in Central Sydney.

The CoS scheme works as follows:

- A heritage item owner applies to be awarded HFS when seeking approval for conservation works, or as part of a development application on land occupied by the heritage item
- This creates a supply of HFS that is recorded in a register maintained by the Council
- In a private transaction between the owner and a developer of another site, HFS is purchased and used on the other site as part of its development
- This is subject to Local Environment Plan (LEP) clauses providing that the FSR of a development on the other site can only be achieved by the inclusion of heritage floor space
- Purchased and used (transferred) HFS is removed from the register

The CoS HFS scheme is subject to various operating constraints and parameters including:

- Heritage floor space must not have been awarded for the site in the last 25 years

- The amount of HFS awarded is calculated according to Development Control Plan (DCP) guidelines
- Conservation works on the heritage building must be completed according to a heritage conservation management plan
- A covenant is registered on the land title that prevents increases to the total Gross Floor Area of all buildings on the heritage site, or that increases the height of the heritage building
- A deed is entered into between the HFS seller and the Council to reinforce the covenant
- The Council administers the scheme but sales and purchases of HFS are negotiated between the seller and purchaser. Legal costs are met by those parties and prices vary according to supply and demand
- The purchaser's development cannot be granted consent unless the Council is satisfied that an amount of HFS is allocated to the site. Detailed LEP provisions govern the amount of HFS required.

Consultation

Following the Council resolution of 27 March 2018, Council Officers raised the matter at a meeting with the Department of Planning & Environment (DPE) in May 2018. The DPE suggested that the City of Sydney be contacted, as it is the only Council known to still have a HFS scheme in place.

Council Officers then communicated with the Planning Manager at City of Sydney prior to preparing this report.

Planning or Policy Implications

A scheme of this type could be established for the BTC. It could be limited to heritage sites, or it could also apply where planning constraints limit the scale of development and create theoretical "unused capacity" that could be sold for use in other developments. An example is an isolated site that is not viable for redevelopment alone and cannot be amalgamated with adjoining lots.

A scheme to deal with unused capacity would probably include the following actions and issues (comment is provided on each):

- Amendment of the Burwood LEP would be necessary to provide the statutory basis of the scheme. This will take time and the approval of the DPE is not automatic. The DPE indicated doubts that any benefits of the scheme would outweigh costs.
- Substantial resource-intensive research and investigation will be required to:
 - Prepare the justifications of the LEP amendment to the DPE
 - Develop the basis for calculating the award of unused capacity on supply sites
 - Establish development standards for the allocation and use of HFS on demand sites
 - Draft LEP provisions and DCP guidelines for the operation of the scheme
 - Carry out public consultation if a Gateway approval is granted
- Implementation and administration of the scheme through the DA process would involve significant costs for Council. The scheme is likely to be complex to implement (e.g. DA assessments, negotiating deeds of agreement) and the costs would be ongoing.
- Costs to participants and developers would also be substantial. These could include the cost involved with legal agreements between sellers and buyers, and valuations of land and development capacity to provide the basis of legal agreements.

- In respect of heritage items in the BTC the small number (27) and character of those items suggests that the generation of HFS supply is likely to be limited. For example, heritage items that are shop facades are likely to be developed in ways that utilise all floor space capability on site, rather than to sell some to other sites. On this basis it would take time to accumulate an adequate supply of for-sale floor space that may be attractive to developers. The problem of inadequate supply would be exacerbated if a scheme for the BTC is introduced permitting the use of HFS.
- The BLEP 2012 already provides in Clause 5.10 (10) that Council may consent to development of heritage item sites for any purpose (even if prohibited) if conservation is facilitated by the development and it is carried out in accordance with a heritage management document approved by Council. This is a substantial existing conservation incentive.
- In respect of isolated sites the number of such in the BTC that are not sufficient for some kind of viable redevelopment is considered to be limited. There are no development standards in the BLEP for minimum site areas or frontages, nor are there guidelines on these matters in the BDCP. Experience indicates most sites are capable of some kind of redevelopment.
- Where the unused capacity of an isolated site is sold this may actually limit redevelopment options in the longer term. For example, a large scale, multi-site development proposal may not be able to incorporate adjacent very small sites in the future if their “unused” development capacity has been sold in the past.
- On the demand side the scheme would have to mandate the inclusion of HFS, or provide for bonus development on the transfer site that can utilise the transferred floor space. Otherwise there is no reason to do it - developers would likely just use capacity already provided on the site by the applicable development standards.
- A bonus floor space scheme linked to community infrastructure benefits already exists for the Commercial Core and Middle Ring of the BTC under the BLEP amendment, which took four years for the DPE to approve. A further bonus system linked to heritage conservation that adds yet more floor space would add further complexity to Burwood’s planning system.
- Inclusion of a further floor space bonus in the BTC may be hard to justify to the DPE and the community given the potential overshadowing, parking, traffic and public transport impacts of that floor space.
- Market pricing of land could be adversely impacted by the scheme. Markets will have already priced sites up or down on the basis of development constraints and may not be able to respond to the potential for floor space transfer between sites.

Where BTC sites containing heritage items have been redeveloped in recent years satisfactory conservation has been achieved without the need for additional incentives that a transfer scheme may provide. Examples include consents issued in 2018 for 14 Burwood Road Burwood and 5-9 George Street Burwood (where the heritage item land was amalgamated to form a larger site and the conservation of the heritage item was achieved in conjunction with a major development).

On other constrained sites experience indicates that generally some kind of viable development can be implemented. Exceptions tend to arise in instances where an owner has overpaid for the land relative to its inherent value or has excessive redevelopment expectations. The BLEP already includes provisions that allow for the approval of exceedances of height and FSR development standards, where appropriate (Clause 4.6 Exceptions to development standards), and that enable bonus floor space to be added to developments in parts of the BTC where community infrastructure is included.

Discussions with the CoS indicate that their scheme is regarded as successful and that it has

helped achieve positive heritage conservation outcomes. However, CoS had to loosen its HFS transfer scheme in 2016 because a substantial imbalance had arisen between the amount of supply HFS and the demand for mandatory HFS generated by development in Central Sydney. This was because of the large scale of new development in Central Sydney over the last decade and the tendency of heritage site owners to retain their “spare” capacity for use on their own sites or as part of larger amalgamated sites.

The 2016 changes by CoS aimed to increase HFS supply by adding Government buildings as HFS supply sites, allowing a renewed award of HFS to heritage sites after 25 years, reducing the number of development sites requiring HFS transfer and permitting deferment of the inclusion of HFS transfer in development until supply was available. The CoS experience highlights the potential problem of lack of supply of HFS in the BTC, which has only 27 heritage items compared to the 200+ in Central Sydney. When compared to the BTC, the Central Sydney also has greater capacity to add more floor space through a bonus scheme due to its better public transport access which substantially reduces the need to provide on-site parking.

Conclusion

A floor space transfer scheme is not recommended for the BTC. It is doubtful that adequate supply of heritage floor space would be generated by the BTC’s limited heritage items. In addition, the scheme is likely to have high costs in establishment, administration and implementation which would exceed benefits to Council, land owners/developers and the community. The existing system achieves adequate conservation of heritage items and provides bonus floor space allowances for sites in acceptable circumstances without the complexity and costs of a floor space transfer scheme.

Recommendation(s)

1. That Council note the findings of this investigation.
2. That a heritage or any other floor space transfer scheme not be adopted for the Burwood Town Centre.

Attachments

There are no attachments for this report.

(ITEM 102/18) ADOPTION - PUBLIC ART STRATEGY 2018-2022

File No: 18/38980

REPORT BY ACTING DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE AND COMMUNITY

Summary

The draft Public Art Strategy 2018-2022 (the Strategy) will provide Council with a framework and set of guiding principles to assist with the planning, development, acquisition and maintenance of public art. The Strategy will assist Council to select suitable public art pieces, identify appropriate locations and inform budgetary considerations.

Operational Plan Objective

5.3.1 Promote opportunities for public art and culture.

Background

Council adopted a Cultural Plan in 2015 which set out the strategic direction for cultural development in the Burwood LGA. The Cultural Plan recommended that Council acquire public art to beautify streetscapes, parks and other public spaces to increase a sense of local pride in community spaces. It was determined that a Public Art Strategy was required to ensure that a consistent process was undertaken in relation to public artworks.

Under the Strategy, public art is defined as a creative work that is visible in the public realm in both the built and natural environments and which can be found in public places and spaces, such as streets, parks and publicly accessible buildings, and also on privately-owned sites, both indoors and outdoors. Whilst live performances such as street music may be considered as 'public art', they have not been included in this definition or in the strategy.

Public Art is frequently used for the beautification of public spaces and to create a sense of place and local identity. Public Art can also be used as a community development tool, allowing community participation in the design and development of public spaces where appropriate. It can also be used as an effective tool to combat graffiti, such as the use of murals on walls. A strategic approach is required to capitalise upon unique opportunities within the local area.

Proposal

It is proposed that Council adopts the Public Art Strategy 2018-2022 for implementation.

Consultation

A wide range of internal stakeholders have been consulted during the development of the Strategy, including Strategic Planning, Building and Development, Assets and Design, Works, Parks, Landscape and Urban Design, Traffic and Transport and Communications. The public art policies and strategies of a number of other Councils were also reviewed, including Parramatta and Wollongong.

The Strategy has been endorsed by the General Manager and Council's Policy, Corporate Practice and Procedures Panel.

Planning or Policy Implications

The planning and policy implications are detailed in the Strategy.

Financial Implications

Options are outlined within the Strategy for resourcing the proposed actions, including internal Council funding, external grant funding and private philanthropic donations.

Options

Council may opt to adopt the Strategy as is, adopt a revised version of the Strategy or decline to adopt any strategy. Given the benefits that will arise through a strategic approach and the research undertaken to develop the draft Strategy, it is recommended that Council adopts the version submitted for consideration.

Conclusion

The Public Art Strategy 2018-2022 has been thoroughly researched and provides a comprehensive framework for implementing public art across Burwood Local Government Area.

Recommendation(s)

That Council adopts the Public Art Strategy 2018-2022, as attached to this report, for implementation.

Attachments

1 [↓](#) Draft - Public Art Strategy 2018 - 2022



Burwood Council

heritage ■ progress ■ pride

DRAFT - PUBLIC ART STRATEGY 2018-2022

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134
Phone: 9911-9911 Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

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ITEM NUMBER 102/18 - ATTACHMENT 1

Draft - Public Art Strategy 2018 - 2022

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1. Purpose

The Public Art Strategy 2018-2022 (the Strategy) provides a framework to meet the twin goals expressed in Council's Cultural Plan of increasing the provision of public art works and public art displays for the Burwood community and identifying and encouraging awareness of Burwood's local creative and cultural identities.

The Strategy provides a clear focus and direction for the development and utilisation of public art in Burwood Local Government Area (LGA). The Strategy establishes a framework, including guidelines and criteria, for the implementation of public art in the local area.

The Strategy is a tool to be used to assess and develop all public art in Burwood Local Government Area. The Strategy provides guidance on consultation processes, choices of location and how to determine type and design. The Strategy will take account of all Council's relevant adopted plans and integrate any public art projects with the requirements of those plans.

The Strategy includes a plan identifying key actions to implement over the next three years to deliver high quality public art in Burwood LGA.

2. Definition of Public Art

For the purposes of this strategy the definition of public art is:

"A creative work that is visible in the public realm in both the built and natural environments and which can be found in public places and spaces, such as streets, parks and publicly accessible buildings, and also on privately-owned sites, both indoors and outdoors."

3. Background

Through the Community Strategic Plan consultation process the community of Burwood expressed their desire for public spaces that are attractive and create a sense of local identity. In response to this need, a strategic goal has been included in the Community Strategic Plan (Burwood2030) to explore "Opportunities for Public Art and Culture". The Strategy will assist in the delivery of this goal.

Public art can further enhance Burwood's culture, local identity and economy and create an inviting place to connect the people of Burwood. It can create a strong sense of cultural identity and allow the community to celebrate its cultural diversity. Public art can also be used to deter illegal graffiti and other vandalism and increase perceptions of community safety.

With an increased focus on beautification of public spaces coupled with the need to develop locally unique and identifiable community spaces, the development of a strategy is essential to facilitate the delivery of more public art and ensure that its installation is planned and deliberate.

4. Scope

The Public Art Strategy will be implemented and monitored by Council's Community Development team in collaboration with other Council departments including Assets, Landscape and Urban Design, Parks, Property and Building, Library Services, Strategic Planning, Traffic and Transport, Works, Building and Development and Communications.

5. Issues to be Considered

The following issues must be considered before a piece of public art is commissioned:

- 1.1 How does the proposed piece of art contribute to cultural identity and create a distinctive sense of place, both past and present?

This will need to be clearly articulated prior to proceeding.

- 1.2 Is the location suitable?

Locations may include, but are not limited to, Council or privately-owned sites such as walls, laneways, streets, parks, roundabouts, open plazas, walk ways, utility boxes and traffic signal boxes (with appropriate permissions obtained).

- 1.3 Does it take into account any heritage considerations?

Not all locations will be suitable for public art as a proposed piece may negatively impact on local heritage. The public art reference and consultation groups described below can assist in making determinations about suitable artworks for heritage locations in collaboration with Council's Heritage Officer.

- 1.4 Does it integrate well within the environment in which it would be placed and does it have a sense of connectedness and relevance to the site?

This includes integration of art into the visual landscape in an aesthetically pleasing manner, as well as ensuring that it is historically and culturally appropriate, including with reference to any local Indigenous history and significant sites.

- 1.5 Can it be experienced and enjoyed by Council's diverse linguistic, cultural and age groups?

Whilst art can be controversial in nature and not all art will be enjoyed equally by all sections of the community, it is not desirable that permanent art installations are deliberately inflammatory, provocative or offensive to local community groups.

- 1.6 Does it exemplify innovative design and quality?

All artworks, whether permanent or temporary, should be of the highest quality.

- 1.7 Can it be funded?

Funding options may include internal Council funding, external grant funding, loans, Voluntary Planning Agreements (VPAs) or private philanthropic donations. Public art may be acquired through purchase, donation, transfer or community development projects.

- 1.8 Can it be maintained?

Most pieces of public art will require some level of ongoing cleaning or other maintenance. Responsibility for maintenance and an adequate budget will need be allocated within Council or otherwise sourced. Public Art on privately owned land cannot be maintained by Council and is the responsibility of the land owner to maintain.

1.9 Is it appropriately insured?

Public art commissioned and owned by Council would generally be covered by its Industrial Special Risks and Public Liability policies. For public art that is on loan to Council from an artist, a Loan Agreement will need to be executed stipulating the terms and conditions of the loan, including insurance cover. All enquiries regarding insurance cover for any art works are to be directed to the Risk Management Coordinator.

1.10 Consultation and decisions

Consultation should be undertaken with internal and external stakeholder, experts and the wider community. Final decisions about the installation of a piece of public art in a public place rest with the General Manager in consultation with Council.

6. Public Art in Major Developments

Any major development proposal having a Capital Investment Value (CIV) of \$40 million or more will be expected to provide public art within its publicly-accessible spaces, or spaces visible from the public domain (e.g. common areas in the front setback and integrated art upon walls). Such developments must implement public art, with a minimum of 1% of the total value of the development to be designated to the public art budget, up to the value of \$100,000.

Council must be satisfied that a Public Art Plan (PAP) has been submitted which confirms the value of the artworks, their placement within the site, timing for installation, and ongoing management requirements, including the appointment of a Public Art Coordinator or Project Manager responsible for the planning, management and installation of the public art. Assessments of PAPs will be undertaken by the Public Art Reference Group (see below for more information on this group).

7. Implementation Guidelines for Assessment and Selection of Public Art

The following guidelines will generally apply to public art in public places or where Council would be involved in the funding or maintenance of the artwork. These guidelines may be adapted in the case of public art upon privately-owned sites.

- Develop terms of reference for an internal Public Art Reference Group and an external Public Art Consultation Group (see definitions below)
- Establish the Public Art Reference Group
- Establish the Public Art Consultation Group
- Identify an annual public art budget using both internal and external funds wherever possible
- Establish an overall Public Art Plan for Burwood LGA, including identifying locations and potential works
- Establish objectives for each piece of public art:
 - a. Location and theme
 - b. Duration – temporary or permanent
 - c. Form – standalone, integrated applied, installation or ephemeral
 - d. Process of acquisition – commission, purchase, donation, transfer, loan or community development project
 - e. Ownership and copyright (refer below)
 - f. Public access and safety

- Undertake design and selection process (refer below)
- Obtain approval to proceed
- Implement public art project
- Undertake an evaluation of the public art project against the stated objectives
- Report outcomes to the General Manager

Public Art proposals will require preliminary concept documentation expressing the design intent, which may include a scale model, drawings or renditions as appropriate for the proposed artwork. The preliminary concept documentation will be prepared by the selected artist for the consideration of the Public Art Reference and Consultation Groups.

Matters of ownership, intellectual property and copyright must be resolved from the outset. In general, for public art commissioned by Council, Council will own the public art and maintain intellectual property rights and copyright unless otherwise determined by the General Manager.

8. Other Definitions

- **Public Art Reference Group**
Experts and interested stakeholders within Council who can provide valuable advice in relation to the policy questions.
- **Public Art Consultation Group**
External art industry experts who can guide Council's public art design, selection and implementation process.
- **Street Art**
Artworks installed on roads, buildings, pavements, walls and other publicly viewed surfaces.
- **Graffiti Art**
Drawings, texts, symbols in a graffiti style using various mediums such as paint or spray paint, permanent and etching that have been created on a wall or other surface within public view (as distinct from illegal graffiti).
- **Integrated Art**
Artworks that are fully incorporated within the design of the built or natural environment, such as within the ceilings, walls, windows, floors and screens.
- **Installation Art**
Often three-dimensional artworks that are site-specific and designed to respond to or transform the perception of a space.
- **Permanent Artwork**
Artwork intended to last more than five years based on the durability of materials used and relevance to site and the community. Examples include the Awakening sculpture on Railway Parade and the Bugler at Burwood Park.
- **Temporary Artwork**
Artwork intended to last up to five years. This may include a community development project such as murals that may be removed or re-located after a short period.
- **Ephemera**
Temporary artworks that can include installations, exhibitions or performance art

(including dance). Note: this Strategy does not cover exhibitions or performance art.

9. Associated Documents

- Community Strategic Plan - Burwood2030
- Cultural Plan (2015-2018)
- Plans of Management for Parks
- Park Assets Register
- Terms of Reference for the Public Art Consultation Group and Public Art Reference Group (when developed)

ITEM NUMBER 102/18 - ATTACHMENT 1

Draft - Public Art Strategy 2018 - 2022

10. Action Plan

Strategy	Action	Timeframe	Team Responsible	Other Teams Involved	Financial Considerations
1. Ensure internal and external communication and consultation is undertaken with regard to public art	Establish the Public Art Reference and Consultation Groups.	2018 - 2019	Community Development		Not Applicable
2. Link public art with the Town Centre beautification process	Investigate the development of Hornsey Street, Railway Parade and other nearby publicly owned spaces as a corridor of art installations	2018 - 2019	Community Development	Assets & Design	Public Benefit Fund to be utilised
	Consider other Town Centre locations for public art	2018-2019	Community Development	Assets & Design	Options include: Council operational funds, grant applications, Public Benefit Fund
3. Undertake broader implementation of public art outside the Town Centre	Document locations where public art could add to the sense of place and cultural identity of Burwood	2018 - 2019	Community Development		Not Applicable
	Investigate opportunities to locate murals, vertical gardens and similar types of public art on public and privately owned walls and surfaces that attract illegal graffiti.	2018 - 2019	Community Development	Assets & Design Works	Options include: Council operational funds, grant applications, Public Benefit Fund

ITEM NUMBER 102/18 - ATTACHMENT 1

Draft - Public Art Strategy 2018 - 2022

Strategy	Action	Timeframe	Team Responsible	Other Teams Involved	Financial Considerations
	Investigate the feasibility of public art on temporary surfaces, including any relevant actions contained within the Hoardings Policy and Guidelines, when developed	2018 - 2019	Building & Development		Not Applicable
	Implement a program of murals on public infrastructure, such as traffic signal boxes, street furniture and traffic installations (such as roundabouts)	2019 - 2020	Assets & Design	Community Development Traffic and Transport	Options include: Council operational funds, grant applications, Public Benefit Fund
4. Recognise local and Indigenous history	Investigate the installation of an artwork that commemorates the iconic rock band AC/DC in the vicinity of Burleigh Street due to their connection with the local area.	2019 - 2020	Community Development	Assets & Design	Options include: Council operational funds, grant applications, Public Benefit Fund
	Utilise the Sydney Ochre Grid and other mechanisms to respect and showcase local Indigenous sites.	2019 - 2020	Community Development		Not Applicable
5. Utilise public art as a community development tool	Develop partnerships with Juvenile Justice and other youth service organisations to establish artworks that deter illegal graffiti.	2019 - 2020	Community Development		Options include: Council operational funds, grant applications, Public Benefit Fund

ITEM NUMBER 102/18 - ATTACHMENT 1

Draft - Public Art Strategy 2018 - 2022

Strategy	Action	Timeframe	Team Responsible	Other Teams Involved	Financial Considerations
	Work with the Multicultural Advisory Committee and local community groups and services to utilise public art to showcase cultural diversity and harmony in Burwood through public art.	2019 - 2020	Community Development		Not Applicable
	Use community participation as a tool in the development of public art, such as murals, mosaics and other teachable and collaborative artistic mediums.	2020 - 2021	Community Development		Not Applicable
6. Ensure that the installation of public art is financially viable	Investigate funding opportunities for the delivery of public art in the community utilising internal and external sources of funds.	Ongoing	Community Development		Options include: Council operational funds, grant applications, Public Benefit Fund, philanthropic donations, VPAs

(ITEM 103/18) DISCLOSURE BY COUNCILLORS AND DESIGNATED PERSONS RETURN REGISTER (PECUNIARY INTEREST RETURNS AND REGISTER) 2017/2018 AND PRIMARY RETURNS

File No: 18/24868

REPORT BY GENERAL MANAGER

Summary

In accordance with Section 450A of the *Local Government Act 1993*:

- The General Manager must keep a Register of Pecuniary Interest Returns and the Returns must be available for inspection by members of the public.
- The General Manager must arrange for the tabling of the Returns at the first meeting held after the last day of the period for lodgement (i.e. the first Council meeting after the end of September).

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

Primary Disclosures by Councillors, Senior Staff and Designated Persons Returns are to be completed within three months of attaining the position of Councillor, Senior Staff or Designated Person with Council.

Each year, Councillors, the General Manager, senior staff and designated persons are required to lodge as at 30 June a completed Ordinary Pecuniary Interest Return by 30 September.

Receipt of Returns for Councillors, Senior Staff and Designated Persons lodged are as follows:

REGISTER OF DISCLOSURE OF INTEREST RETURNS **FOR THE PERIOD** **1 JULY 2017 TO 30 JUNE 2018**

Position	Incumbent Staff	Received
Senior Staff		
General Manager	Bruce Macdonnell	2 July 2018
Deputy General Manager – Corporate, Governance and Community	Tommaso Briscese	2 July 2018
Deputy General Manager – Land, Infrastructure and Environment	Vacant	
Councillors		
Mayor John Faker	Councillor	25 September 2018
Cr Ernest Chan	Councillor	8 August 2018
Cr Heather Crichton	Councillor	26 September 2018
Cr Joseph Del Luca	Councillor	25 September 2018
Cr Rajkumar Dixit	Councillor	1 August 2018
Cr Lesley Furneaux-Cook	Councillor	25 July 2018
Cr George Mannah	Councillor	11 September 2018

Position	Incumbent Staff	Received
Position - Designated Persons		
Acting Director Planning and Environmental Services Manager Building and Development	Brian Olsen	18 September 2018
Acting Director Engineering and Operational Services Senior Manager Assets and Design	John Inglese	2 July 2018
Area Building Surveyor	Nelson Silva	19 September 2018
Building Surveyor (Acting)	Vacant Position	Vacant Position
Chief Finance Officer	Wayne Armitage	3 July 2018
Compliance Co-ordinator	Tai Trinh	3 October 2018*
Environmental Health Officer	Stuart Burgess	4 July 2018
Executive Manager (Acting)	Anthony Sonego	2 October 2018*
Executive Manager Organisation Development	Brian Mortimer	2 October 2018*
Executive Strategic Planner – Heritage Advisor	Marianna Kucic	9 July 2018
Executive Town Planner	Vacant Position	Vacant Position
Financial Management Accountant	Maria Lazzaro	17 September 2018
Financial Operations Accountant	Todd Cowan	29 August 2018
Governance Co-ordinator	Pina Viney	19 September 2018
Internal Ombudsman	Allan Yates	27 September 2018
Manager Building and Development (Acting)	Robert Toohey	2 October 2018*
Manager Civil Construction and Maintenance	Michael Limnos	8 October 2018*
Manager Civil Construction and Maintenance (Acting)	James Keohane	8 October 2018*
Manager Customer Service and Records	Julie Mockett	29 August 2018
Manager Design (Acting)	Robert Ristevski	2 October 2018*
Manager Enfield Aquatic Centre	Ryan Blouin	5 July 2018
Manager Environment and Health	Harry Gavrilis	16 August 2018
Manager Information Services (Acting)	Fab Zincome	2 July 2018
Manager Parks	Chris Lane	3 October 2018*
Manager Strategic Planning	Diwei Luo	15 August 2018
Manager Traffic and Transport	Roberto Di Federico	19 September 2018
Organisation Development Co-ordinator (Acting)	Francene Egan	2 July 2018
Procurement Officer	Prudence Pinto	3 October 2018*
Risk Management Co-ordinator	Milica Zelenovic	16 October 2018*
Senior Environmental Health Officer	John Mills	2 October 2018*
Senior Landscape Architect	Paul Staples	21 September 2018
Senior Manager Assets and Design (Acting)	Bill Adamopoulos	19 September 2018
Senior Manager Assets, Property and Building Services	Robert Teo	2 July 2018

Position	Incumbent Staff	Received
Senior Manager Community and Library Services	Simon Fox	6 September 2018
Senior Manager Compliance	Martin Jenner	2 August 2018
Senior Strategic Planner	Priya Uppal	Not submitted
Special Project Officer – Building and Development	Mark Ranieri	9 July 2018
Town Planner	Phillip Johnston	2 October 2018*
Town Planner	John Newman	18 September 2018
Town Planner	Rebecca Lee	9 July 2018
Work, Health and Safety Co-ordinator	Josie Galasso	2 July 2018
Primary Return		
Acting Director Planning and Environmental Services	Philip Sarin	2 July 2018
Senior Manager Civil Construction and Operations	Michael Limnos	8 October 2018
Casual Town Planner	Anthony Cohen	19 September 2018
Senior Town Planner	Emma Buttress-Grove	19 September 2018
Senior Planner	Simone-Elizabeth Reeves	19 September 2018
Organisation Development Co-ordinator	Sarah Loughlin	19 September 2018
Manager Civil Construction and Maintenance	James Phan	3 October 2018
Property Management Co-ordinator	Melissa Vassiliou	2 October 2018

*Disclosure Returns not received by the due date being 30 September 2018

Recommendation(s)

That the Ordinary Disclosures by Councillors and Designated Persons (Pecuniary Interest) Returns for the period 1 July 2017 to 30 June 2018 and primary returns be noted and accepted as tabled.

Attachments

There are no attachments for this report.

(ITEM 104/18) DISCLOSURE OF PECUNIARY INTERESTS - BURWOOD LOCAL PLANNING PANEL (BLPP) - PANEL MEMBERS - PERIOD ENDING 30 JUNE 2018

File No: 18/25554

REPORT BY GENERAL MANAGER

Summary

In accordance with Clause Section 450A of the *Local Government Act 1993*:

- the General Manager must keep a Register of Pecuniary Interest Returns

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

Under Clause 4.15 of the Code of Conduct for Local Planning Panel Members, Panel Members are required to make and lodge a disclosure of interest with the Panel Chair as at 30 June each year.

Receipt of the Disclosures lodged are as follows:

REGISTER OF DISCLOSURE OF INTEREST RETURNS **30 JUNE 2018**

Position	Incumbent	Received
Chair	Dr Deborah Dearing	9 August 2018
Alternate Chair	Mr Graham Brown	16 August 2018
Alternate Chair	Ms Penny Holloway	22 August 2018
Expert Member	Mr Trevor Bly	16 August 2018
Expert Member	Ms Marjorie Ferguson	5 August 2018
Expert Member	Mr Wayne Carter	2 August 2018
Expert Member	Mr Lindsay Fletcher	24 July 2018
Expert Member	Ms Juliet Grant	11 July 2018
Expert Member	Mr Milan Marecic	22 August 2018
Expert Member	Mr Philip Sarin	4 July 2018
Expert Member	Ms Julie Walsh	4 July 2018
Community Member	Ms Cathryn Callaghan	24 July 2018
Community Member	Mr Jon Breen	24 August 2018
Community Member	Ms Chery Kemp	10 July 2018
Community Member	Mr Brian Kirk	23 August 2018

Recommendation(s)

That the Disclosures by BLPP Members (Pecuniary Interest) Returns as at 30 June 2018 be noted and accepted as tabled.

Attachments

There are no attachments for this report.

(ITEM 105/18) ADOPTION - REVISED TENDER POLICY

File No: 18/35698

REPORT BY ACTING DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE AND COMMUNITY

Summary

To seek Council's adoption of the Revised – Tender Policy. The purpose of the Revised – Tender Policy is to ensure that tender processes are conducted in accordance with the relevant legislation and any tender undertaken by Council withstands the highest level of transparency, accountability and probity.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

In June 2014 Council's current Tender Policy was adopted in line with the Office of Local Government (OLG) "Tendering Guidelines for NSW Local Government" and now in accordance with Council's policy review Corporate Practice, a review of the current Policy has been undertaken.

Comment

The current Policy, originally adopted on 23 June 2014, has been reviewed with minor amendments as the 2014 version already incorporated the Office of Local Government "Tendering Guidelines for NSW Local Government" provisions and in addition it was peer reviewed by SSROC's Contracts and Procurement Manager.

AMENDMENT	COMMENT
Definitions – Tender Panel	Change member of Governance Team to read Procurement Officer
Prescribed Organisations	Update Prescribed Organisation Names: <ul style="list-style-type: none"> - Delete Department of Administration Services of the Commonwealth and NSW Procurement Board no longer applicable - Procurement Australia (PA) name change from MAPS Group Limited trading as Strategic Purchasing
TRIM (Records Management System)	Change to Content Manager
Legislative Summary Checklist	Competition and Consumer Act 2010 replaces Trade Practices Act 1974
Contact	Procurement Officer replaces Governance Co-ordinator

Consultation

The Revised - Tender Policy was reviewed by the Policy, Corporate Practice and Procedures Panel on 13 September 2018.

Planning or Policy Implications

The Revised - Tender Policy once adopted will be communicated to all Council Officers who are required to call for tenders for the supply of goods and/or services as part of their role.

The Policy will also be communicated to person(s) wishing to do business with Burwood Council via Council's website "Doing Business with Council".

Financial Implications

No Financial implications.

Conclusion

The Revised – Tender Policy is compliant with the OLG's Guidelines, the *Local Government Act 1993* and the *Local Government (General) Regulation 2005* and should now be formally adopted by Council.

Recommendation(s)

That Council adopt the Revised – Tender Policy.

Attachments

1 [↓](#) Revised - Tender Policy 7 Pages



Burwood Council

heritage ▪ progress ▪ pride

REVISED - TENDER POLICY

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134
Phone: 0911-9911 Fax: 0911-9900
Email: Council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

Public Document
Adopted by Council:
No.: 18/27082
Version No.: 3
Ownership: Procurement

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1. Purpose

To ensure that all Tender processes are conducted in accordance with the relevant legislation and that any Tender undertaken by Council withstands the highest level of transparency, accountability and probity.

2. Scope

Applies to Council Officers who are required to Call for Tenders for the supply of goods and/or services.

3. Definitions

Tenderer – entity submitting a tender.

Tender – includes a price, bid offer, quotation, consultant proposal or expression of interest lodged in response to an invitation or request for tender.

Tender Panel - a minimum of four members. The Tender Panel is to comprise the following members:

- Tender Panel Convenor (a Council Officer of at least Manager status) who would normally call Tender Panel Meetings, ensure meetings are documented, ensure documentation complies with the relevant legislation and Council's Tender procedures.
- Further two Council Officers who have technical expertise in the area of the tender and who understand the technical requirements of the tender and can offer guidance in this area.
- ~~The Procurement Officer A member from the Governance Team~~ to ensure the accountability, transparency and probity requirements of the *Local Government Act 1993* and the *Local Government (General) Regulation 2005*. This member will not be responsible for the Tender only probity matters.

4. Prescribed Organisations

Where a contract exists with a prescribed organisation Council will use those contracts without the need to tender in accordance with Clauses 55(3) and 163(1A) of the Regulation.

The accredited Prescribed Organisations are as follows:

- Local Government Procurement (LGP)
- ~~Department of Administration Services of the Commonwealth~~
- ~~NSW Procurement Board~~
- ~~Procurement Australia (PA) MAPS Group Limited trading as Strategic Purchasing~~

5. Southern Sydney Regional Organisation of Councils

Council must accept by resolution Tenders that it has participated in with SSROC in accordance with Section 55 of the Act.

Where the expenditure is \$150,000 or over Council is required to invite tenders for a contract from a list the list of Recognised Contractors through a Selective Tender in accordance with Clause 169 of the Regulation.

In seeking tenders for a particular proposed contract an invitation can be extended to some or all of the recognised contractors but not less than three.

6. What is Tendering?

Tendering is a formal process for seeking offers for the supply of goods or services and the disposal of property whereby an invitation is extended and offers are made and considered, according to a set of pre-determined assessment criteria, prior to the creation of a contract for the supply of the goods or services.

The legislative requirements for tendering by NSW local government are prescribed by Section 55 of the *Local Government Act 1993* (the Act) and by the *Local Government Regulation 2005* (the Regulation). However, other legislation is also relevant to Council's operations and activities involved in tendering, procurement and contracts.

This Policy addresses tendering by Local Government for \$150,000 or above threshold prescribed by the Regulation.

7. What is Council's Obligation to Tender?

The Act presents a broad range of classes of contract for which Councils are required to seek tenders. Section 55(1) of the Act provides that Council is required to invite tenders before entering into any of the following contracts:

- a. a contract to carry out work that legislation directs or authorises a Council to carry out
- b. a contract to carry out work that the Council has undertaken to carry out for some other person or body under another contract
- c. a contract to perform a service or to provide facilities that legislation directs or authorises a Council to perform or provide
- d. a contract to perform a service or to provide facilities that, under some other contract, the Council has undertaken to perform or provide for some other body
- e. a contract for the provision of goods or materials to the Council (whether by sale, lease or otherwise)
- f. a contract for the provision of services to the Council (other than a contract for the provision of banking, borrowing or investment services)
- g. a contract for the disposal of a Council's property
- h. a contract requiring the payment of instalments by or to the Council over a period of 2 or more years
- i. any other contract, or any contract of a class, prescribed by the regulations

Council is able to tender for any work, service or facility for which it has invited tenders.

In relation to the disposal of property, it is important to note that property, as provided by the *Interpretation Act 1987*, consists of any legal or equitable estate or interest in real or personal property of any description. It follows that most activities or obligations undertaken or satisfied by a Council by way of contracts come within the requirement to tender.

However, the Act does allow for exceptions to the requirement to invite tenders. The exceptions are specified on Section 55(3) of the Act and include:

This section does not apply to the following contracts:

- a. subject to the regulations, a contract for the purchase of goods, materials or services specified by a person prescribed by the regulations made with another person so specified, during a period so specified and at a rate not exceeding the rate so specified
- b. a contract entered into by a Council with the Crown (whether in right of the Commonwealth, New South Wales or any other State or a Territory), a Minister of the Crown or a statutory body representing the Crown
- c. a contract entered into by a Council with another Council

- d. a contract for the purchase or sale by a Council of land
- e. a contract for the leasing or licensing of land by the Council, other than the leasing or licensing of community land for a term exceeding 5 years to a body that is not a non-profit organisation (see section 46A)
- f. a contract for purchase or sale by a Council at public auction
- g. a contract for the purchase of goods, materials or services specified by the NSW Procurement Board or the Department of Administrative Services of the Commonwealth, made with a person so specified, during a period so specified and at a rate not exceeding the rate so specified
- h. a contract for the employment of a person as an employee of the Council
- i. a contract where, because of extenuating circumstances, remoteness of locality or the unavailability of competitive or reliable tenderers, a Council decides by resolution (which states the reasons for the decision) that a satisfactory result would not be achieved by inviting tenders
- j. contract for which, because of provisions made by or under another Act, a Council is exempt from the requirement to invite a tender
- k. a contract made in a case of emergency
- l. a contract to enter into a public-private partnership
- m. if a Council has entered into a public-private partnership a contract entered into by the Council for the purposes of carrying out a project under the public-private partnership (but only to the extent that the contract is part of the project that has been assessed or reviewed under Part 6 of Chapter 12)
- n. a contract involving an estimated expenditure or receipt of an amount of less than \$100,000 or such other amount as may be prescribed by the regulations
- o. a contract that is an environmental upgrade agreement (within the meaning of Part 2A)
- p. a contract or arrangement between a Council and the Electoral Commissioner for the Electoral Commissioner to administer the Council's elections, Council polls and constitutional referendums

In order to rely on the extenuating circumstances exception (under Section 55 of the Act):

- a. there must be a resolution of Council
- b. the resolution must state the reason for the Council's decision
- c. the resolution must state that a satisfactory result would not be achieved by inviting tenders.

In addition, the resolution must be passed in good faith and not merely be an attempt to avoid the public tender requirements of Section 55(1) of the Act. Before deciding to rely upon Section 55(3), Council should consider:

- whether all available and appropriate competitive measures have been considered
- whether all probity concerns have been addressed, (i.e. potential conflicts of interest, circumstances that might give rise to allegations of unwarranted preferential treatment etc)
- does the decision provide the best value outcome for Council (not merely price or cost factors)

8. Recognised Contractors

Any list(s) of 'recognised contractors' shall be market tested at least every three years to increase competition and reduce opportunities for Council to be captured by a reduced and ultimately more expensive market.

9. Probity Auditor

The General Manager shall decide if a Probity Auditor is required when the decision to call tenders is made.

10. Confidentiality

All Tender Panel Members are required to complete a Confidentiality Undertaking Declaration.

11. Conflicts of Interest

A Council Official with an actual or a potential conflict of interest must address that interest without delay.

12. Risk Management

Managing risk assists making better decisions. Council has adopted sound risk management procedures in relation to tendering. By identifying likely risks both in the procurement of the goods and services and in the tendering process during the planning stage, steps can be taken to manage those risks to minimise the likelihood of problems occurring. All decisions regarding risk identification, analysis and treatment should be recorded to ensure an accountability trail.

Prospective tenderers should be informed of risks that Council is aware of in respect to the works being undertaken.

Council should refer to the Risk Management Standard – AS/NZS ISO31000:2009, Council's Risk Management Strategy and/or Council's Risk Register to assist in the ongoing development of a systematic and comprehensive approach to risk identification, analysis, evaluation and treatment.

13. Insurance

The insurance of the Principal Contractor must fully indemnify Burwood Council for any negligent act, error or omission that results in any claim, injury, loss, or damage caused by the Principal Contractor or any other party engaged by or used by the Principal Contractor in any capacity.

With the exception of Workers Compensation Insurance, all insurances must name Burwood Council as an indemnified party for all actions, suits, claims, and costs that are incurred by Burwood Council including any and all legal and investigation costs and clearly states as follows:

"The insurer accepts the term insured as applying to each of the parties comprising the insured as if a separate policy of insurance had been issued to each of them."

The Public/Product Liability and Professional Indemnity cover must include a Waiver of Subrogation and must be the primary coverage without right of contribution from any other cover that may be held by Burwood Council.

The covers listed below must be held by the Principal Contractor and comply with the above requirement unless specifically precluded by Legislation.

- Public Liability with a products liability extension
- Professional Indemnity
- Motor Vehicle including unregistered Plant & Machinery
- Workers Compensation
- Construction Risk

14. Records Management

Access to tender documents will be restricted to only those persons involved in the tender process including the Tender Panel.

All documents relating to the Tender will be registered in Council's Electronic Document System

~~(Trim)~~ Content Manager.

15. Consideration of Late Tenders

Tenders that are not submitted to Council by the deadline (Closing date of the Tender) will not be considered unless in accordance with Clause 177 of the Regulation as follows:

1. The Tenderer can satisfy Council that the formal tender documents and all necessary information were lodged at a recognised delivery agency prior to the deadline for the closing of the Tender.
2. Council receives those documents within a period it decides is reasonable in the circumstances under Clause 177(5) of the Regulation.

The period will be two working days.

In the circumstances that Council either accepts or does not accept the documents reasons must be documented and agreed by the Tender Panel.

16. Call for Tenders

The General Manager has the delegation to call for tenders.

17. Approval

In accordance with Section 377 of the Act the General Manager has the authority to accept tenders which are not for services currently provided by members of staff of the Council. **Notwithstanding, the General Manager has the option to refer the Tender to Council for acceptance.**

18. Purchase of Australian-Made Products

Council has adopted a policy of purchasing Australian-made products, where possible, taking into account price, quality and other relevant considerations. *(Note: The above policy was endorsed at Council's Services and Policy Committee on 12 June 2001)*

19. Green Action Plan

Purchasing and procurement decisions shall have regard to the advancement of the sustainable use of resources and the reduction of impacts on the environment and human health.

All Council Officers shall endeavour to purchase only goods and services with the most beneficial environmental impact. *(From Green Action Plan adopted by Council 24 July 2012)*

20. Rotation of Work between Panels

All Burwood Council Panels are subject to rotation requirements. The utilisation of individual contractors/consultants/ suppliers on those panels must be rotated for each project.

Performance of contractors/consultant/suppliers will be monitored in accordance with Council's Performance Appraisal Process.

A report on the **expenditure rotation** of panels is to be reported to Council annually.

21. Recycled Products

Council will give preference to recycled and environmentally performing products/services that are

cost competitive.

22. Resources

22.1 Tender Manual

A Tender Manual has been developed to ensure that Tender Processes are conducted in accordance with the relevant legislation and that any Tender undertaken by Council withstands the highest level of transparency, accountability and probity.

The Tender Manual is to be used in conjunction with this Policy.

23. Legislative Summary Checklist

- *A New Tax System (Goods and Services Tax) Act 1999*
- *Electronic Transaction Act 2000*
- *Government Information (Public Access) Act 2009*
- *Local Government Act 1993*
- *Local Government (General) Regulation 2005*
- *Division of Local Government – Tendering Guidelines for NSW Local Government 2009*
- *Work Health and Safety Act 2011*
- *Personal Information Protection Act 2004*
- *Privacy and Personal Information Protection Act 1998*
- *State Records Act 1998*
- ~~*Trade Practices Act 1974*~~ *Competition and Consumer Act 2010*
- ICAC publication “*Direct Negotiations with Proponents – When, Why and How*”
- Department of Finance and Services - NSW Government Contractor Performance Reporting System

24. Council Documents

- Tender Manual
- Code of Conduct
- Conflicts of Interest Policy
- Gifts and Benefits Policy

25. Review

The Policy will be reviewed every four years.

26. Contact

~~Governance Co-ordinator 9911 9910~~ - Procurement Officer 9911 9835

(ITEM 106/18) ADOPTION OF AUDITED FINANCIAL REPORTS FOR THE YEAR ENDED 30 JUNE 2018

File No: 18/35713

REPORT BY CHIEF FINANCE OFFICER

Summary

In accordance with Section 418 (1)(a) of the *Local Government Act 1993* (the Act), Council must fix a date for the meeting at which it proposes to present its Audited Financial Report, together with the Auditor's Report. The presentation of this Report to this Council Meeting fulfils this requirement.

In all material respects, the financial statements are presented fairly in accordance with Australian Accounting Standards and other mandatory professional reporting requirements and statutory requirements so as to present a view which is consistent with Council's understanding of the financial position, the operating result and cash flows.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

As per the resolution of the 21 August 2018 Council Meeting, the Financial Reports for year ending 30 June 2018 were presented to Council's Auditor for audit.

The auditors concluded the final audit of the 2017/2018 Financial Statements in September 2018 and have forwarded their Independent Audit Report and Report on the Conduct of the Audit to Council for inclusion in the Financial Reports for submission to the Office of Local Government. A copy is attached to this report.

Council's Auditor presented the Draft Financial Statements to the Audit, Risk and Improvement Committee at the meeting held on 16 October 2018, where the auditor gave a presentation and answered questions on the presented statements. Copies of the presentation and the conduct of the audit were forwarded to Committee members. The Committee members present at the meeting accepted the Financial Statements with no alterations.

Consultation

In accordance with Section 418(1) (b) of the Act, Council has given public notice of this meeting by advertising in the Inner West Courier on 23 October 2018. Copies of the Audited Financial Reports and Auditor's Report were placed on Public Exhibition at the Council Chambers, Burwood Library and Community Hub and on Council's website for members of the public to view. Any written submissions received from the public will be deliberated and considered by the General Manager and copies forwarded to Council's Auditors.

Planning or Policy Implications

In accordance with the *Local Government Act 1993* and *Local Government (General) Regulation 2005*, the following have been complied with:

- A copy of the Audited Financial Reports and Auditor's Report were delivered to the Office of Local Government.
- Public notice has been given for the presentation of the 2017/2018 Financial Reports.

- The date of this meeting was advised to the public after the date of public notices given and not more than five weeks after the Auditor's Report was received.

Financial Implications

There are no direct financial implications from the presentation of the Audited Financial Reports to Council.

Conclusion

The 2017-2018 Consolidated Financial Reports relate to the General Fund of Council. During the course of the audit no material adjustments to the financial statements were identified. The audited financial reports were forwarded to the Office of Local Government in accordance with legislative requirements.

Recommendation(s)

1. That in accordance with Section 413(2)(c) of the *Local Government Act 1993* and Clause 215 of the *Local Government (General) Regulation 2005*, Council make the following declaration:
 - a. That Council's Financial Reports have been drawn up in accordance with the *Local Government Act 1993* and associated Regulations; the Statement of Accounting Concept; the Local Government Code of Accounting Practice and Financial Reporting update no. 25; and the Australian Accounting Standards.
 - b. The Audited financial reports present fairly the Council's financial position and performance for the year.
 - c. These reports accord with Council's accounting and other records.
2. That Council note that the 2017-2018 Audited Financial Reports and Auditor's Report have been forwarded to the Office of Local Government.

Attachments

- 1 [↓](#) Annual Financial Statement 2017-18

Burwood Council

GENERAL PURPOSE FINANCIAL STATEMENTS
for the year ended 30 June 2018

To make Burwood vibrant, prosperous,
progressive and proud of its history and heritage



Burwood Council
heritage • progress • pride

Burwood Council

General Purpose Financial Statements

for the year ended 30 June 2018

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Overview

Burwood Council is constituted under the *Local Government Act 1993 (NSW)* and has its principal place of business at:

Suite 1, Level 2, 1-17 Elsie Street
Burwood NSW 2134

Council's guiding principles are detailed in Chapter 3 of the LGA and includes:

- principles applying to the exercise of functions generally by council,
- principles to be applied when making decisions,
- principles of community participation,
- principles of sound financial management, and
- principles for strategic planning relating to the development of an integrated planning and reporting framework.

A description of the nature of Council's operations and its principal activities are provided in Note 2(b).

Through the use of the internet, we have ensured that our reporting is timely, complete and available at minimum cost. All press releases, financial statements and other information are publicly available on our website: www.burwood.nsw.gov.au.

Burwood Council

General Purpose Financial Statements

for the year ended 30 June 2018

Understanding Council's financial statements

Introduction

Each year, individual local governments across New South Wales are required to present a set of audited financial statements to their council and community.

What you will find in the statements

The financial statements set out the financial performance, financial position and cash flows of Council for the financial year ended 30 June 2018.

The format of the financial statements is standard across all NSW Councils and complies with both the accounting and reporting requirements of Australian Accounting Standards and requirements as set down by the Office of Local Government.

About the Councillor/Management Statement

The financial statements must be certified by senior staff as 'presenting fairly' the Council's financial results for the year and are required to be adopted by Council – ensuring both responsibility for and ownership of the financial statements.

About the primary financial statements

The financial statements incorporate five 'primary' financial statements:

1. The Income Statement

Summarises Council's financial performance for the year, listing all income and expenses.

This statement also displays Council's original adopted budget to provide a comparison between what was projected and what actually occurred.

2. The Statement of Comprehensive Income

Primarily records changes in the fair value of Council's Infrastructure, Property, Plant and Equipment.

3. The Statement of Financial Position

A 30 June snapshot of Council's financial position indicating its assets, liabilities and "net wealth".

4. The Statement of Changes in Equity

The overall change for the year (in dollars) of Council's "net wealth".

5. The Statement of Cash Flows

Indicates where Council's cash came from and where it was spent. This statement also displays Council's original adopted budget to provide a comparison between what was projected and what actually occurred.

About the Notes to the Financial Statements

The Notes to the Financial Statements provide greater detail and additional information on the five primary financial statements.

About the Auditor's Reports

Council's annual financial statements are required to be audited by the Audit Office of NSW. In NSW the auditor provides 2 audit reports:

1. an opinion on whether the financial statements present fairly the Council's financial performance and position, and
2. their observations on the conduct of the audit, including commentary on the Council's financial performance and financial position.

Who uses the financial statements?

The financial statements are publicly available documents and must be presented at a Council meeting between seven days and five weeks after the date of the Audit Report.

The public can make submissions to Council up to seven days subsequent to the public presentation of the financial statements.

Council is required to forward an audited set of financial statements to the Office of Local Government.

More information

A review of Council's financial performance and position for the 17/18 financial year can be found at Note 24 of the financial statements.

Burwood Council

General Purpose Financial Statements

for the year ended 30 June 2018

Statement by Councillors and Management

made pursuant to Section 413(2)(c) of the *Local Government Act 1993 (NSW)* (as amended)

The attached General Purpose Financial Statements have been prepared in accordance with:

- the *Local Government Act 1993 (NSW)* (as amended) and the regulations made thereunder,
- the Australian Accounting Standards and other pronouncements of the Australian Accounting Standards Board
- the Local Government Code of Accounting Practice and Financial Reporting.

To the best of our knowledge and belief, these financial statements:

- present fairly the Council's operating result and financial position for the year,
- accord with Council's accounting and other records.

We are not aware of any matter that would render these statements false or misleading in any way.

Signed in accordance with a resolution of Council made on 21 August 2018.



Councillor Faka
Mayor
21 August 2018



Councillor Fumeaux-Cook
Councillor
21 August 2018



Bruce MacDonnell
General Manager
21 August 2018



Wayne Armitage
Responsible Accounting Officer
21 August 2018

Burwood Council

Income Statement

for the year ended 30 June 2018

Original unaudited budget 2018	\$ '000	Notes	Actual 2018	Actual 2017
Income from continuing operations				
<i>Revenue:</i>				
26,496		3a	26,708	24,927
9,446		3b	11,622	10,235
1,150		3c	1,392	1,215
4,320		3d	5,400	4,710
3,644		3e,f	3,465	3,901
5,832		3e,f	14,164	3,954
<i>Other income:</i>				
-		5	-	124
-		10	220	100
-		15	104	53
<u>50,888</u>			<u>63,075</u>	<u>49,219</u>
Expenses from continuing operations				
19,789		4a	17,885	17,462
310		4b	325	335
10,501		4c	11,796	10,201
7,075		4d	6,969	6,719
8,798		4e	8,232	7,666
-		5	1,386	-
-		4d	-	96
<u>46,473</u>			<u>46,593</u>	<u>42,479</u>
4,415			16,482	6,740
4,415			16,482	6,740
4,415			16,482	6,740
Net operating result for the year before grants and contributions provided for capital purposes				
(1,417)			2,318	2,786

This statement should be read in conjunction with the accompanying notes.

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Burwood Council

Statement of Comprehensive Income

for the year ended 30 June 2018

\$ '000	Notes	2018	2017
Net operating result for the year (as per Income Statement)		16,482	6,740
Other comprehensive income:			
Amounts that will not be reclassified subsequently to the operating result			
Gain (loss) on revaluation of IPP&E	9a	85,445	10,569
Total items which will not be reclassified subsequently to the operating result		85,445	10,569
Total other comprehensive income for the year		85,445	10,569
Total comprehensive income for the year		101,927	17,309
Total comprehensive income attributable to Council		101,927	17,309

This statement should be read in conjunction with the accompanying notes.

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Burwood Council

Statement of Financial Position

as at 30 June 2018

\$ '000	Notes	2018	2017
ASSETS			
Current assets			
Cash and cash equivalents	6a	7,187	6,327
Investments	6b	40,000	39,750
Receivables	7	4,268	2,501
Other	8	456	415
Total current assets		51,911	48,993
Non-current assets			
Investments	6b	10,000	-
Infrastructure, property, plant and equipment	9	457,041	367,977
Investment property	10	3,820	3,600
Investments accounted for using the equity method	15	134	30
Total non-current assets		470,995	371,607
TOTAL ASSETS		522,906	420,600
LIABILITIES			
Current liabilities			
Payables	11	8,447	8,857
Income received in advance	11	1,266	1,087
Borrowings	11	574	480
Provisions	12	6,772	6,685
Total current liabilities		17,059	17,109
Non-current liabilities			
Borrowings	11	5,920	5,480
Provisions	12	102	113
Total non-current liabilities		6,022	5,593
TOTAL LIABILITIES		23,081	22,702
Net assets		499,825	397,898
EQUITY			
Accumulated surplus	13	213,341	196,859
Revaluation reserves	13	286,484	201,039
Total equity		499,825	397,898

This statement should be read in conjunction with the accompanying notes.

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Burwood Council

Financial Statements 2018

Statement of Changes in Equity
for the year ended 30 June 2018

	2018			2017		
	Accumulated surplus	IPP&E revaluation reserve	Total equity	Accumulated surplus	IPP&E revaluation reserve	Total equity
Opening balance	196,859	201,039	397,898	190,119	190,470	380,589
Net operating result for the year	16,482	-	16,482	6,740	-	6,740
Other comprehensive income						
- Gain (loss) on revaluation of IPP&E	-	85,445	85,445	-	10,569	10,569
Other comprehensive income	-	85,445	85,445	-	10,569	10,569
Total comprehensive Income (c&d)	16,482	85,445	101,927	6,740	10,569	17,309
Equity – balance at end of the reporting period	213,341	286,484	499,825	196,859	201,039	397,898

This statement should be read in conjunction with the accompanying notes.

Burwood Council

Statement of Cash Flows

for the year ended 30 June 2018

Original unaudited budget 2018	\$ '000	Notes	Actual 2018	Actual 2017
Cash flows from operating activities				
Receipts:				
26,456			26,625	24,895
9,441			12,496	11,968
1,136			1,235	1,194
11,946			16,549	8,176
1,450			1,574	1,640
4,384			7,303	7,175
Payments:				
(19,771)			(17,943)	(17,064)
(9,345)			(14,036)	(12,687)
(312)			(320)	(336)
(1,150)			(1,244)	(1,136)
(8,798)			(9,111)	(8,799)
<u>15,437</u>		14b	<u>23,128</u>	<u>15,026</u>
Cash flows from investing activities				
Receipts:				
50,000			50,000	55,000
800			442	2,357
Payments:				
(50,000)			(60,250)	(62,497)
(13,996)			(12,994)	(10,311)
<u>(13,196)</u>			<u>(22,802)</u>	<u>(15,451)</u>
Cash flows from financing activities				
Receipts:				
-			1,000	-
Payments:				
(480)			(466)	(444)
<u>(480)</u>			<u>534</u>	<u>(444)</u>
1,761			860	(869)
-		14a	6,327	7,196
<u>1,761</u>		14a	<u>7,187</u>	<u>6,327</u>
Additional Information:				
		6b	50,000	39,750
			<u>57,187</u>	<u>46,077</u>

This statement should be read in conjunction with the accompanying notes.

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Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

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Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 1. Basis of preparation

These financial statements were authorised for issue by Council on 21/08/2018.

Council has the power to amend and reissue these financial statements.

The principal accounting policies adopted in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

Basis of preparation

These general purpose financial statements have been prepared in accordance with Australian Accounting Standards and Australian Accounting Interpretations, the *Local Government Act 1993 (NSW)* and Regulations, and the Local Government Code of Accounting Practice and Financial Reporting. Council is a not-for-profit entity for the purpose of preparing these financial statements.

The financial statements are presented in Australian dollars and are rounded to the nearest thousand dollars.

Full dollars have been used in Note 21 Related party disclosures in relation to the disclosure of specific related party transactions.

Unless otherwise indicated, all amounts disclosed in the financial statements are actual amounts.

Specific budgetary amounts have been included for comparative analysis (to actuals) in the following reports and notes:

- Income statement
- Statement of cash flows
- Note 19 – Material budget variations

and are clearly marked.

(a) New and amended standards adopted by Council

Council adopted the following Australian accounting standard amendments for these financial statements:

- AASB 2016-2 Amendments to Australian Accounting Standards – Disclosure Initiative: Amendments to AASB 107

This disclosure initiative helps users of financial statements to better understand changes in an entity's debt.

Additional disclosures relating to changes in liabilities arising from financing activities (including both changes arising from cash flows and non-cash changes) have been incorporated in these financial statements at Note 11 (c).

- AASB 2016-4 Amendments to Australian Accounting Standards – Recoverable Amount of Non-Cash-Generating Specialised Assets of Not-for-Profit Entities

This Standard means that Not-for-profit entities (and therefore Council) no longer need to consider AASB 136 Impairment of Assets for non-cash-generating specialised assets at fair value.

Instead it is expected that for Not-for-profit entities holding non-cash-generating the recoverable amount of these assets is expected to be materially the same as fair value, determined under AASB 13 Fair Value Measurement.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 1. Basis of preparation (continued)

(b) Historical cost convention

These financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain financial assets and liabilities and certain classes of infrastructure, property, plant and equipment and investment property.

(c) Significant accounting estimates and judgements

The preparation of financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Council's accounting policies.

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that may have a financial impact on the Council and that are believed to be reasonable under the circumstances.

Critical accounting estimates and assumptions

Council makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year include:

- (i) estimated fair values of investment properties – refer Note 10,
- (ii) estimated fair values of infrastructure, property, plant and equipment – refer Note 9,
- (iii) estimated tip remediation provisions – refer Note 12,
- (iv) employee benefit provisions – refer Note 12.

Significant judgements in applying the Council's accounting policies

- (v) Impairment of receivables

Council has made a significant judgement about the impairment of a number of its receivables in Note 7.

Monies and other assets received by Council

(a) The Consolidated Fund

In accordance with the provisions of Section 409(1) of the *Local Government Act 1993 (NSW)*, all money and other assets received by Council is held in the Council's Consolidated Fund unless it is required to be held in the Council's Trust Fund.

Cash and other assets of the following entities have been included as part of the Consolidated Fund:

- General purpose operations

(b) The Trust Fund

In accordance with the provisions of Section 411 of the *Local Government Act 1993 (NSW)* (as amended), a separate and distinct Trust Fund is maintained to account for all money and other assets received by the Council in trust which must be applied only for the purposes of, or in accordance with the trusts relating to those monies. Trust monies and other assets subject to Council's control have been included in these reports.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 1. Basis of preparation (continued)

A separate statement of monies held in the Trust Fund is available for inspection at the Council office by any person free of charge.

Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of associated GST, unless the GST incurred is not recoverable from the taxation authority. In this case it is recognised as part of the cost of acquisition of the asset or as part of the expense.

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to the taxation authority is included with other receivables or payables in the Statement of Financial Position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which that are recoverable from, or payable to the taxation authority are presented as operating cash flows.

New accounting standards and interpretations issued not yet effective

Certain new accounting standards and interpretations have been published that are not mandatory for the current reporting period and which have not been applied.

As at the date of authorisation of these financial statements, Council does not consider that any of those standards are likely to have a material impact on the Council's future financial statements, financial position, financial performance or cash flows.

Effective for annual reporting periods beginning on or after 1 July 2018

- *AASB 9 Financial Instruments*

This replaces AASB 139 Financial Instruments: Recognition and Measurement, and addresses the classification, measurement and disclosure of financial assets and liabilities.

The standard introduces a new impairment model that requires impairment provisions to be based on expected credit losses, rather than incurred credit losses.

Based on assessments to date, Council expects a small increase to impairment losses however the standard is not expected to have a material impact overall.

Effective for annual reporting periods beginning on or after 1 July 2019

- *AASB 15 Revenue from Contracts with Customers, AASB 1058 Income of Not-for-Profit Entities and AASB 2016-8 Amendments to Australian Accounting Standards - Australian Implementation Guidance for Not-for-Profit Entities*

AASB 15 will replace AASB 118 Revenue, AASB 111 Construction Contracts and a number of Interpretations. AASB 2016-8 provides Australian requirements and guidance for not-for-profit entities in applying AASB 9 and AASB 15, and AASB 1058 will replace AASB 1004 Contributions.

Together they contain a comprehensive and robust framework for the recognition, measurement and disclosure of income including revenue from contracts with customers.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 1. Basis of preparation (continued)

While Council is still reviewing the way that income is measured and recognised to identify whether there will be any material impact arising from these standards, these standards may affect the timing of the recognition of some grants and donations.

- AASB 16 *Leases*

Council is currently a party to leases that are not recognised in the Statement of Financial Position.

It is likely that some of these leases will need to be included in the Statement of Financial Position when this standard comes into effect.

A lease liability will initially be measured at the present value of the lease payments to be made over the lease term.

A corresponding right-of-use asset will also be recognised over the lease term.

Council has not elected to apply any pronouncements before their operative date in these financial statements.

Burwood Council

Financial Statements 2018

Notes to the Financial Statements
for the year ended 30 June 2018

Note 2(a). Council functions/activities – financial information

Functions/activities	Income, expenses and assets have been directly attributed to the following functions/activities. Details of these functions/activities are provided in Note 2(b).									
	Income from continuing operations		Expenses from continuing operations		Operating result from continuing operations		Grants included in income from continuing operations		Total assets held (current and non-current)	
	2018	2017	2018	2017	2018	2017	2018	2017	2018	2017
A Sense of Community	6,010	3,790	18,145	15,905	(12,135)	(12,025)	1,691	1,752	248,144	233,870
Leadership through Innovation	13,083	5,897	12,025	11,663	1,058	(5,766)	233	200	106,720	82,419
A Sustainable Natural Environment	8,795	7,107	10,393	9,266	(1,598)	(2,159)	1,617	477	84,173	63,473
Accessible Services and Facilities	9,969	8,784	4,586	4,399	5,383	4,385	151	139	83,443	40,512
Vibrant Economic Community	1,268	1,025	1,444	1,346	(176)	(321)	-	-	277	296
Other - Share of gains /losses in Joint Ventures (using equity method)	104	53	-	-	104	53	-	-	134	30
General purpose income	23,846	22,573	-	-	23,846	22,573	1,185	1,649	-	-
Total functions and activities	63,075	49,219	46,593	42,479	16,482	6,740	4,877	4,217	522,906	420,600

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 2(b). Council functions/activities – component descriptions

Details relating to the Council's functions/activities as reported in Note 2(a) are as follows:

A Sense of Community

Burwood will support the community to create a feeling of belonging, inclusiveness and wellbeing amongst the culturally and linguistically diverse population. A Sense of Community is about people being proud of where they live, feeling safe and engaged in the community and having access to facilities and services that ensure they can lead a healthy and satisfying lifestyle.

Providing activities, facilities and services for all age groups so that people can meet and interact in creating a sense of community.

Leadership through Innovation

Leadership is not only of our elected representative but also leaders in our businesses, spiritual and environmental community. It is about encouraging greater participation and engagement in decision making processes and involving people in local activities and programs. Leadership through innovation is also about thinking outside the square to resolve some of the challenges facing our community as we strive to be a leading community in economic prosperity, environmental sustainability and social responsibility. We strive for community leadership that fosters our community values and celebrates our culture, diversity and heritage.

A Sustainable Natural Environment

Focus on maintaining and ensuring we live in a healthy, safe and sustainable natural environment. We aim to protect our natural resources and assets including parks, trees and open green spaces ensuring that our impact on the environment is reduced so that we continue to live in a clean and sustainable environment. The community, council and other governments all have a role to play in protecting our environment and taking responsibility for preserving our natural resources for the future generations.

Accessible Services and Facilities

We support services and infrastructure throughout our community including roads, public transport, health facilities and education providers assisting in the quality and equitable access and enhancing the visual appearance of our neighbourhoods, streetscapes and town centre. The ability of our community to travel safely, comfortably, economically and efficiently within the Burwood area is a key objective for the liveability and sustainability for families and young people accessing these facilities.

Vibrant Economic Community

Burwood is characterised by a vibrant town centre, several business and shopping precincts (including Parramatta Road, The Strand, Croydon Park, Liverpool Road, The Boulevard). We aim to ensure an economically sustainable and prosperous future in Burwood with a strong network of services that support existing businesses and institutions, and attract new and diverse organisations.

Other - Share of gains /losses in Joint Ventures (using equity method)

Council is a member of Mutual Management Services Ltd which is a company limited by guarantee and was created to provide services to the three CivicRisk self -insurance pools CivicRisk West (Westpool), CivicRisk (Metropool) and CivicRisk (United Independent Pools) to self insure for various risks, including public liability and professional indemnity.

General purpose income

General purpose income is that income not attributed to directly to Council's Activities or Functions. Income includes Rates & Annual Charges, Untied General Purpose Grants and Interest on Investments.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 3. Income from continuing operations

\$ '000	2018	2017
(a) Rates and annual charges		
Ordinary rates		
Residential	16,231	14,949
Business	5,504	5,208
Less: pensioner rebates (mandatory)	(143)	(148)
Less: pensioner rebates (Council policy)	(175)	(181)
Total ordinary rates	21,417	19,828
Annual charges (pursuant to s.496, s.496A, s.496B, s.501 & s.611)		
Domestic waste management services	5,053	4,872
Stormwater management services	279	276
Section 611 charges	50	49
Less: pensioner rebates (mandatory)	(41)	(44)
Less: pensioner rebates (Council policy)	(50)	(54)
Total annual charges	5,291	5,099
TOTAL RATES AND ANNUAL CHARGES	26,708	24,927

Council has used 2016 year valuations provided by the NSW Valuer General in calculating its rates.

Accounting policy for rates and annual charges

Rates, annual charges, grants and contributions (including developer contributions) are recognised as revenue when the Council obtains control over the assets comprising these receipts. Developer contributions may only be expended for the purposes for which the contributions were required, but the Council may apply contributions according to the priorities established in work schedules.

Control over assets acquired from rates and annual charges is obtained at the commencement of the rating year as it is an enforceable debt linked to the rateable property or, where earlier, upon receipt of the rates.

(b) User charges and fees		
	2018	2017
Specific user charges (per s.502 – specific 'actual use' charges)		
Domestic waste management services	30	29
Waste management services (non-domestic)	404	438
Total specific user charges	434	467
Other user charges and fees		
(i) Fees and charges – statutory and regulatory functions (per s.608)		
Developer fees	774	727
Engineering and administration	2,235	1,044
Licence and inspection fees	334	297
Licence fees – outdoor eating	104	129
Private works – section 67	345	280
Section 149 certificates (EPA Act)	84	93
Section 603 certificates	47	47
Other	3	1
Total fees and charges – statutory/regulatory	3,926	2,618

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 3. Income from continuing operations (continued)

\$ '000	2018	2017
(b) User charges and fees (continued)		
(ii) Fees and charges – other (incl. general user charges (per s.608))		
Car parking meters	1,846	1,809
Car parking station	1,137	1,012
Community centres	262	208
Cultural event hire charges	86	79
Fire and emergency services levy (FESL) implementation	–	84
Leaseback fees – Council vehicles	192	200
Park rents	92	112
Property rental – commercial	838	833
Property rental – residential	211	208
Street furniture advertising income	965	1,002
Swimming centre and gym fees	1,557	1,531
Other	76	72
Total fees and charges – other	7,262	7,150
TOTAL USER CHARGES AND FEES	11,622	10,235

Accounting policy for user charges and fees

User charges and fees are recognised as revenue when the service has been provided.

(c) Interest and investment revenue (including losses)

Interest		
– Overdue rates and annual charges (incl. special purpose rates)	41	41
– Cash and investments	1,347	1,167
Dividend income	4	7
TOTAL INTEREST AND INVESTMENT REVENUE	1,392	1,215

Interest revenue is attributable to:**Unrestricted investments/financial assets:**

Overdue rates and annual charges (general fund)	41	41
General Council cash and investments	1,203	1,055

Restricted investments/funds – external:

Development contributions		
– Section 7.11	148	119

Total interest and investment revenue recognised	1,392	1,215
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Accounting policy for interest and investment revenue

Interest income is recognised using the effective interest rate at the date that interest is earned.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 3. Income from continuing operations (continued)

\$ '000	Notes	2018	2017
(d) Other revenues			
Rental income – investment property	10	314	304
Fines		496	35
Fines – parking		3,861	3,853
Legal fees recovery – rates and charges (extra charges)		37	25
Legal fees recovery – other		232	33
Animal control fees		34	5
Diesel rebate		8	5
Insurance claim recoveries		8	6
OHS incentive rebate		133	103
Recycling (domestic waste)		129	130
Refund Carbon Tax		6	–
Refunds		–	60
Sale of abandoned vehicles		5	2
Sales – general		27	27
Sales – library		19	19
Urban growth reimbursement		7	–
Workers compensation recovery		4	36
Other		80	67
<u>TOTAL OTHER REVENUE</u>		<u>5,400</u>	<u>4,710</u>

Accounting policy for other revenue

Council recognises revenue when the amount of revenue can be reliably measured, it is probable that future economic benefits will flow to the Council and specific criteria have been met for each of the Council's activities as described below. Council bases its estimates on historical results, taking into consideration the type of customer, the type of transaction and the specifics of each arrangement.

Parking fees and fines are recognised as revenue when the service has been provided, or when the penalty has been applied, whichever occurs first.

Rental income is accounted for on a straight-line basis over the lease term.

Miscellaneous sales are recognised when physical possession has transferred to the customer which is deemed to be the point of transfer of risks and rewards.

Other income is recorded when the payment is due, the value of the payment is notified, or the payment is received, whichever occurs first.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 3. Income from continuing operations (continued)

\$ '000	2018 Operating	2017 Operating	2018 Capital	2017 Capital
(e) Grants				
General purpose (untied)				
Current year allocation				
Financial assistance – general component	369	726	–	–
Financial assistance – local roads component	126	242	–	–
Payment in advance – future year allocation				
Financial assistance – general component	385	374	–	–
Financial assistance – local roads component	130	126	–	–
Other				
Pensioners' rates subsidies – general component	175	181	–	–
Total general purpose	1,185	1,649	–	–
Specific purpose				
Pensioners' rates subsidies:				
– Domestic waste management	50	54	–	–
Community services	1,115	1,238	–	–
Environmental protection	77	214	–	–
Family leave subsidy	75	12	–	–
Flood mitigation	–	52	–	–
Library – per capita	73	67	–	–
Library – special projects	–	1	139	33
LIRS subsidy	41	52	–	–
Recreation and culture	–	–	1,627	209
Street lighting	80	80	–	–
Traffic route subsidy	21	21	–	–
Transport (roads to recovery)	–	–	236	389
Transport (other roads and bridges funding)	73	71	80	70
Other	5	5	–	–
Total specific purpose	1,610	1,867	2,082	701
Total grants	2,795	3,516	2,082	701
Grant revenue is attributable to:				
– Commonwealth funding	2,062	2,442	1,863	598
– State funding	733	1,074	219	103
	2,795	3,516	2,082	701

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 3. Income from continuing operations (continued)

\$ '000	Notes	2018 Operating	2017 Operating	2018 Capital	2017 Capital
(f) Contributions					
Developer contributions:					
(s7.4 & s7.11 – EP&A Act, s64 of the LGA):					
Cash contributions					
S 7.4 – contributions using planning agreements		–	–	5,464	880
S 7.12 – fixed development consent levies		–	–	5,128	1,116
Total developer contributions – cash		–	–	10,592	1,996
Total developer contributions	22	–	–	10,592	1,996
Other contributions:					
Cash contributions					
Community services		35	23	–	–
Drainage		–	22	–	–
Kerb and gutter		472	189	1,490	1,257
LSL transfer between councils		36	–	–	–
Other councils – joint works/services		3	10	–	–
Recreation and culture		17	24	–	–
RMS contributions (regional roads, block grant)		100	98	–	–
Other		7	19	–	–
Total other contributions – cash		670	385	1,490	1,257
Total other contributions		670	385	1,490	1,257
Total contributions		670	385	12,082	3,253
TOTAL GRANTS AND CONTRIBUTIONS		3,465	3,901	14,164	3,954

Accounting policy for contributions

Control over grants and contributions is normally obtained upon their receipt (or acquittal) and is valued at the fair value of the granted or contributed asset at the date of transfer.

Where grants or contributions recognised as revenues during the financial year were obtained on condition that they be expended in a particular manner or used over a particular period and those conditions were un-discharged at reporting date, the unused grant or contribution is disclosed below.

A liability is recognised in respect of revenue that is reciprocal in nature to the extent that the requisite service has not been provided at reporting date.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 3. Income from continuing operations (continued)

\$ '000	2018	2017
(g) Unspent grants and contributions		
Certain grants and contributions are obtained by Council on condition that they be spent in a specified manner:		
Operating grants		
Unexpended at the close of the previous reporting period	575	486
Add: operating grants recognised in the current period but not yet spent	116	247
Less: operating grants recognised in a previous reporting period now spent	(444)	(158)
Unexpended and held as restricted assets (operating grants)	<u>247</u>	<u>575</u>
Capital grants		
Unexpended at the close of the previous reporting period	319	305
Add: capital grants recognised in the current period but not yet spent	139	32
Less: capital grants recognised in a previous reporting period now spent	(13)	(18)
Unexpended and held as restricted assets (capital grants)	<u>445</u>	<u>319</u>
Contributions		
Unexpended at the close of the previous reporting period	10,416	11,055
Add: contributions recognised in the current period but not yet spent	10,740	2,114
Less: contributions recognised in a previous reporting period now spent	(3,064)	(2,753)
Unexpended and held as restricted assets (contributions)	<u>18,092</u>	<u>10,416</u>

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 4. Expenses from continuing operations

\$ '000	2018	2017
(a) Employee benefits and on-costs		
Salaries and wages	13,239	13,077
Employee termination costs (where material – other than vested leave paid)	241	39
Employee leave entitlements (ELE)	2,298	2,275
Superannuation	1,573	1,619
Superannuation – defined benefit plans	33	29
Workers' compensation insurance	354	330
Fringe benefit tax (FBT)	213	152
Training costs (other than salaries and wages)	67	102
Total employee costs	18,018	17,623
Less: capitalised costs	(133)	(161)
TOTAL EMPLOYEE COSTS EXPENSED	17,885	17,462
Number of 'full-time equivalent' employees (FTE) at year end	154	170

Accounting policy for employee benefits and on-costs

Employee benefit expenses are recorded when the service has been provided by the employee.

Retirement benefit obligations

All employees of the Council are entitled to benefits on retirement, disability or death. Council contributes to various defined benefit plans and defined contribution plans on behalf of its employees.

Superannuation plans

Contributions to defined contribution plans are recognised as an expense as they become payable. Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in the future payments is available.

Council participates in a Defined Benefit Plan under the Local Government Superannuation Scheme, however, when sufficient information to account for the plan as a defined benefit is not available and therefore Council accounts for its obligations to defined benefit plans on the same basis as its obligations to defined contribution plans, i.e. as an expense when it becomes payable – refer to Note 17 for more information.

(b) Borrowing costs		
	2018	2017
Interest bearing liability costs		
Interest on loans	325	335
Total interest bearing liability costs expensed	325	335
TOTAL BORROWING COSTS EXPENSED	325	335

Accounting policy for borrowing costs

Borrowing costs incurred for the construction of any qualifying asset are capitalised during the period of time that is required to complete and prepare the asset for its intended use or sale. Other borrowing costs are expensed.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 4. Expenses from continuing operations (continued)

\$ '000	2018	2017
(c) Materials and contracts		
Raw materials and consumables	1,636	1,421
Contractor and consultancy costs		
– Agency staff	2,021	1,575
– Domestic waste	927	912
– General	4,274	3,997
– Recycling	472	487
– SDR processing	499	488
– Other Contractor and consultancy costs	962	655
Auditors remuneration ⁽²⁾	92	58
Legal expenses:		
– Legal expenses: planning and development	317	215
– Legal expenses: debt recovery	39	27
– Legal expenses: other	427	215
Operating leases:		
– Operating lease rentals: minimum lease payments ⁽¹⁾	130	151
TOTAL MATERIALS AND CONTRACTS	11,796	10,201
Operating leases		
Leases in which a significant portion of the risks and rewards of ownership are not transferred to Council as lessee are classified as operating leases. Payments made under operating leases (net of any incentives received from the lessor) are charged to the income statement on a straight-line basis over the period of the lease.		
1. Operating lease payments are attributable to:		
Computers	109	127
Other	21	24
	130	151
2. Auditor remuneration		
During the year the following fees were paid or payable for services provided by the auditor of Council, related practices and non-related audit firms		
Auditors of the Council – NSW Auditor-General:		
(i) Audit and other assurance services		
Audit and review of financial statements	59	55
Remuneration for audit and other assurance services	59	55
Total Auditor-General remuneration	59	55
Non NSW Auditor-General audit firms:		
(ii) Non-assurance services		
Other audit and assurance services	33	3
Remuneration for non-assurance services	33	3
Total remuneration of non NSW Auditor-General audit firms	33	3
Total Auditor remuneration	92	58

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 4. Expenses from continuing operations (continued)

\$ '000	2018	2017
(d) Depreciation, amortisation and impairment		
Depreciation and amortisation		
Plant and equipment	821	767
Office equipment	166	151
Furniture and fittings	305	296
Land improvements (depreciable)	282	219
Infrastructure:		
– Buildings – non-specialised	78	87
– Buildings – specialised	988	993
– Other structures	110	90
– Roads	1,951	1,951
– Footpaths	701	687
– Other road assets	199	161
– Stormwater drainage	656	654
– Swimming pools	128	122
– Other open space/recreational assets	215	212
Other assets:		
– Library books	129	126
– Other	240	203
Total depreciation and amortisation costs	6,969	6,719
Impairment / revaluation decrement of IPP&E		
Infrastructure:		
– Buildings – non-specialised	–	96
Total IPP&E impairment / revaluation decrement costs / (reversals)	–	96
TOTAL DEPRECIATION, AMORTISATION AND IMPAIRMENT / REVALUATION DECREMENT COSTS EXPENSED	6,969	6,815

Accounting policy for depreciation, amortisation and impairment expenses**Depreciation and amortisation**

Depreciation and amortisation are calculated using the straight line method to allocate their cost, net of their residual values, over their estimated useful lives. Useful lives are included in Note 9 for IPPE assets

Impairment of non-financial assets

Intangible assets that have an indefinite useful life or are not yet available for use are not subject to amortisation and are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired. Other assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 4. Expenses from continuing operations (continued)

(d) Depreciation, amortisation and impairment (continued)

For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows that are largely independent of the cash inflows from other assets or groups of assets (cash-generating units). Non-financial assets that suffered an impairment are reviewed for possible reversal of the impairment at each reporting date.

Impairment losses for revalued assets are firstly offset against the amount in the revaluation surplus for the class of asset, with only the excess to be recognised in the Income Statement.

Impairment of financial assets

Council assesses at the end of each reporting period whether there is objective evidence that a financial asset or group of financial assets is impaired. A financial asset or a group of financial assets is impaired and impairment losses are incurred only if there is objective evidence of impairment as a result of one or more events that occurred after the initial recognition of the asset (a 'loss event') and that loss event (or events) has an impact on the estimated future cash flows of the financial asset or group of financial assets that can be reliably estimated.

\$ '000	2018	2017
(e) Other expenses		
Advertising	254	192
Bad and doubtful debts	50	53
Bank charges	159	154
Computing	977	978
Contributions/levies to other levels of government		
– Department of planning levy	74	73
– Emergency services levy (includes FRNSW, SES, and RFS levies)	56	63
– NSW fire brigade levy	548	481
– Waste levy	6	4
Councillor expenses – mayoral fee	42	41
Councillor expenses – councillors' fees	129	113
Councillors' expenses (incl. mayor) – other (excluding fees above)	96	87
Donations, contributions and assistance to other organisations (Section 356)	46	38
Electricity and heating	382	322
Insurance	586	634
Postage	107	101
Printing and stationery	236	245
Rental	80	71
Strata levy	74	138
Street lighting	564	522
Subscriptions and publications	141	122
Subscriptions LGA and SSROC	149	111
Telephone and communications	94	70
Valuation fees – council properties	28	8
Valuation fees – rates land values	50	49
Waste disposal fees	3,129	2,670
Water and sewerage charges	124	113
Refund property deposit	–	191
Other	51	22
TOTAL OTHER EXPENSES	8,232	7,666

Accounting policy for other expenses

Other expenses are recorded on an accruals basis as the Council receives the goods or services.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 5. Gains or losses from the disposal of assets

\$ '000	Notes	2018	2017
Plant and equipment			
Proceeds from disposal – plant and equipment	9	442	634
Less: carrying amount of plant and equipment assets sold/written off		(349)	(540)
Net gain/(loss) on disposal		93	94
Infrastructure			
Proceeds from disposal – infrastructure	9	–	1,723
Less: carrying amount of infrastructure assets sold/written off		(1,479)	(1,693)
Net gain/(loss) on disposal		(1,479)	30
Financial assets ⁽¹⁾			
Proceeds from disposal/redemptions/maturities – financial assets	6	50,000	55,000
Less: carrying amount of financial assets sold/redeemed/matured		(50,000)	(55,000)
Net gain/(loss) on disposal		–	–
NET GAIN/(LOSS) ON DISPOSAL OF ASSETS		(1,386)	124

Accounting policy for disposal of assets

The gain or loss on sale of an asset is determined when control of the asset has irrevocably passed to the buyer and the asset is derecognised.

Note 6(a). Cash and cash equivalent assets

Cash and cash equivalents		
Cash on hand and at bank	4,064	1,230
Cash-equivalent assets		
– Deposits at call	123	3,097
– Short-term deposits	3,000	2,000
Total cash and cash equivalents	7,187	6,327

Accounting policy for cash and cash equivalents

For Statement of Cash Flow presentation purposes, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions; other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value; and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the Statement of Financial Position.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 6(b). Investments

\$ '000	2018		2017	
	Current	Non-current	Current	Non-current
Investments				
'Held to maturity'	40,000	10,000	39,750	-
Total investments	40,000	10,000	39,750	-
TOTAL CASH ASSETS, CASH EQUIVALENTS AND INVESTMENTS	47,187	10,000	46,077	-
Held to maturity investments				
Long term deposits	21,500	10,000	32,000	-
NCD's, FRN's (with maturities > 3 months)	18,500	-	7,750	-
Total	40,000	10,000	39,750	-

Accounting policy for investments

Classification

Council classifies its financial assets in the following categories: financial assets at fair value through profit or loss; loans and receivables; held-to-maturity investments; and available-for-sale financial assets. The classification depends on the purpose for which the investments were acquired. Management determines the classification of its investments at initial recognition and, in the case of assets classified as held-to-maturity, re-evaluates this designation at each reporting date.

(a) Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short-term. Assets in this category are held at fair value with changes in value taken through profit or loss at each reporting period.

(b) Held to maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed or determinable payments and fixed maturities that Council's management has the positive intention and ability to hold to maturity. Assets in this category are measured at amortised cost.

(c) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are included in current assets, except for those with maturities greater than 12 months after the reporting date which are classified as non-current assets. Loans and receivables are included in other receivables and receivables (Note 7) in the Statement of Financial Position. Receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method, less provision for impairment. Receivables are generally due for settlement within 30 days.

Cash flows relating to short-term receivables are not discounted if the effect of discounting is immaterial.

(d) Available for sale financial assets

Available-for-sale financial assets are non-derivatives that are either designated in this category or not classified in any of the other categories. Investments are designated as available-for-sale if they do not have fixed maturities and fixed or determinable payments and management intends to hold them for the medium to long term. Assets in this category are held at fair value with changes in fair value taken to other comprehensive income.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 6(b). Investments (continued)

Recognition and de-recognition

Regular purchases and sales of financial assets are recognised on trade-date: the date on which Council commits to purchase or sell the asset. Investments are initially recognised at fair value plus transaction costs for all financial assets not carried at fair value through profit or loss. Financial assets carried at fair value through profit or loss are initially recognised at fair value and transaction costs are expensed in the income statement. Investments are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and Council has transferred substantially all the risks and rewards of ownership.

When securities classified as available-for-sale are sold, the accumulated fair value adjustments recognised in equity are included in the income statement as gains and losses from investment securities.

Impairment of available for sale investments

In the case of equity investments classified as available-for-sale, a significant or prolonged decline in the fair value of the security below its cost is considered an indicator that the assets are impaired.

Note 6(c). Restricted cash, cash equivalents and investments – details

\$ '000	2018		2017	
	Current	Non-current	Current	Non-current
Total cash, cash equivalents and investments	47,187	10,000	46,077	–
attributable to:				
External restrictions (refer below)	12,673	10,000	14,170	–
Internal restrictions (refer below)	28,701	–	26,633	–
Unrestricted	5,813	–	5,274	–
	47,187	10,000	46,077	–
\$ '000			2018	2017

Details of restrictions

External restrictions – other

Developer contributions – general	18,092	10,416
Specific purpose unexpended grants	692	894
Domestic waste management	2,308	2,279
Unexpended general purpose loans	1,581	581
External restrictions – other	22,673	14,170
Total external restrictions	22,673	14,170

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 6(c). Restricted cash, cash equivalents and investments – details (continued)

\$ '000	2018	2017
Internal restrictions		
Plant and vehicle replacement	2,926	3,573
Employees leave entitlement	1,378	1,393
Carry over works	1,748	1,478
Deposits, retentions and bonds	4,978	4,648
Burwood park upgrade	1,000	1,000
Car park upgrades	574	574
CCTV	477	497
Election	185	270
Enfield aquatic centre maintenance/upgrade	1,156	1,041
Financial assistance grant (inadvance)	516	500
Future property investment	5,917	5,917
Information technology	323	312
Insurances	1,136	986
LATMS	154	54
Organisational alignment	500	500
Parking meter replacement	227	77
Payments in advance	95	351
Property maintenance	1,400	850
Property sales	500	500
Road and footpath restorations (private works)	894	549
Technology enhancements (Smart City - Burwood))	1,250	950
Works Depot	750	-
Woodstock community building upgrade	287	287
WHS	130	130
Other	200	196
Total internal restrictions	28,701	26,633
TOTAL RESTRICTIONS	51,374	40,803

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 7. Receivables

\$ '000	2018		2017	
	Current	Non-current	Current	Non-current
Purpose				
Rates and annual charges	650	–	567	–
Interest and extra charges	65	–	59	–
User charges and fees	310	–	181	–
Private works	204	–	233	–
Accrued revenues				
– Interest on investments	441	–	290	–
– Parking fine income	449	–	336	–
– Other income accruals	398	–	154	–
Government grants and subsidies	1,371	–	250	–
Net GST receivable	524	–	537	–
Workers compensation premium refund	–	–	4	–
Other debtors	12	–	9	–
Total	4,424	–	2,620	–
Less: provision for impairment				
User charges and fees	(156)	–	(119)	–
Total provision for impairment – receivables	(156)	–	(119)	–
TOTAL NET RECEIVABLES	4,268	–	2,501	–
Externally restricted receivables				
Domestic waste management	127	–	117	–
Stormwater management	8	–	7	–
Total external restrictions	135	–	124	–
Unrestricted receivables	4,133	–	2,377	–
TOTAL NET RECEIVABLES	4,268	–	2,501	–
Movement in provision for impairment of receivables			2018	2017
Balance at the beginning of the year			119	66
+ new provisions recognised during the year			50	54
– amounts already provided for and written off this year			(13)	(1)
Balance at the end of the year			156	119

Accounting policy for receivables

Recognition and measurement

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are included in current assets, except for those with maturities greater than 12 months after the reporting date which are classified as non-current assets. Loans and receivables are included in other receivables and receivables (Note 7) in the Statement of Financial Position. Receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method, less provision for impairment. Receivables are generally due for settlement within 30 days.

Cash flows relating to short-term receivables are not discounted if the effect of discounting is immaterial.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 7. Receivables (continued)

Impairment

For loans and receivables the amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows (excluding future credit losses that have not been incurred) discounted at the financial asset's original effective interest rate. The carrying amount of the asset is reduced and the amount of the loss is recognised in profit or loss.

Collectability of receivables is reviewed on an on-going basis. Debts that are known to be uncollectible are written off by reducing the carrying amount directly. An allowance account (provision for impairment of receivables) is used when there is objective evidence that Council will not be able to collect all amounts due according to the original terms of the receivables.

Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy or financial reorganisation, and default or delinquency in payments (more than 30 days overdue) are considered indicators that the receivable is impaired. When a receivable for which an impairment allowance had been recognised becomes uncollectible in a subsequent period it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against other expenses in the Income statement.

Note 8. Inventories and other assets

\$ '000	2018		2017	
	Current	Non-current	Current	Non-current
Other assets				
Prepayments	456	-	415	-
TOTAL OTHER ASSETS	456	-	415	-

Externally restricted assets

There are no restrictions applicable to the above assets.

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 9(a). Infrastructure, property, plant and equipment

Asset class	as at 30/6/2017			Asset movements during the reporting period							as at 30/6/2018		
	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount	Additions renews	Additions new assets	Carrying value of disposals	Depreciation expense	WIP transfers	Revaluation increments to equity (A/R)	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount	
\$ '000													
Capital work in progress	226	-	226	-	988	-	-	(213)	-	1,000	-	1,000	
Plant and equipment	7,660	4,530	3,130	1,831	61	(349)	(821)	-	-	8,739	4,885	3,854	
Office equipment	2,311	1,789	522	48	160	-	(166)	-	-	2,520	1,955	565	
Furniture and fittings	4,353	1,977	2,376	-	3	-	(305)	-	-	4,356	2,283	2,073	
Land:													
- Operational land	43,732	-	43,732	-	-	-	-	-	77,698	121,430	-	121,430	
- Community land	36,583	-	36,583	-	-	-	-	-	-	36,583	-	36,583	
Land improvements -- depreciable	16,216	3,142	13,074	142	-	(26)	(282)	-	-	16,301	3,393	12,908	
Infrastructure:													
- Buildings -- non-specialised	4,413	2,888	1,525	-	-	-	(78)	-	(311)	4,582	3,446	1,136	
- Buildings -- specialised	60,122	16,676	43,446	124	-	-	(988)	-	8,578	63,266	12,106	51,160	
- Other structures	3,495	497	2,998	5	94	-	(110)	-	-	3,594	607	2,987	
- Roads	200,497	59,500	140,997	2,159	-	(442)	(1,961)	-	-	201,457	60,694	140,763	
- Footpaths	56,365	20,522	35,843	2,537	182	(804)	(701)	-	-	57,761	20,704	37,057	
- Other road assets	8,432	1,593	6,839	21	111	(116)	(199)	-	-	8,538	1,782	6,756	
- Stormwater drainage	68,415	40,437	27,978	382	255	(111)	(656)	-	-	68,832	40,984	27,848	
- Swimming pools	5,325	2,192	3,133	604	64	-	(128)	173	(520)	6,009	2,682	3,326	
- Other open space/recreational assets	6,865	2,195	4,690	617	1,755	(80)	(215)	40	-	9,026	2,219	6,807	
Other assets:													
- Library books	1,462	1,119	343	-	130	-	(129)	-	-	1,592	1,248	344	
- Other	2,917	2,375	542	106	36	-	(240)	-	-	3,058	2,614	444	
TOTAL INFRASTRUCTURE, PROPERTY, PLANT AND EQUIP.	529,409	161,432	367,977	8,576	3,839	(1,828)	(6,969)	-	85,445	618,643	161,602	457,041	

Revals are defined as the replacement of existing assets (as opposed to the acquisition of new assets).

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 9(a). Infrastructure, property, plant and equipment (continued)

Accounting policy for infrastructure, property, plant and equipment

Infrastructure, property, plant and equipment are held at fair value. Independent valuations are performed at least every five years, however the carrying amount of assets is assessed at each reporting date to confirm that it is not materially different from current fair value.

Increases in the carrying amounts arising on revaluation are credited to the asset revaluation reserve. To the extent that the increase reverses a decrease previously recognising profit or loss relating to that asset class, the increase is first recognised as profit or loss. Decreases that reverse previous increases of assets in the same class are first charged against revaluation reserves directly in equity to the extent of the remaining reserve attributable to the class; all other decreases are charged to the Income Statement.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to Council and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the income statement during the financial period in which they are incurred.

Land is not depreciated. Depreciation on other assets is calculated using the straight line method to allocate their cost over their estimated useful lives as follows:

Plant and equipment	Years	Other equipment	Years
Office equipment	5 to 10	Playground equipment	5 to 15
Office furniture	10 to 20	Benches, seats etc.	10 to 20
Computer equipment	4		
Vehicles	5 to 8	Buildings	
Heavy plant/road making equipment	5 to 8	Buildings: masonry	50 to 100
Other plant and equipment	5 to 15	Buildings: other	20 to 40
Transportation assets		Other infrastructure assets	
Sealed roads: surface	20 to 30	Bulk earthworks	Infinite
Sealed roads: structure	Infinite	Swimming pools	50
Unsealed roads	20	Unsealed roads	20
Bridge: concrete	100	Other open space/recreational assets	5 to 15
Bridge: other	50	Other infrastructure	5 to 15
Road pavements	75 to 225		
Kerb, gutter and footpaths	50 to 90		

Gains and losses on disposals are determined by comparing proceeds with carrying amount. These are included in the Income statement.

Land under roads

Land under roads is land under roadways and road reserves including land under footpaths, nature strips and median strips.

Council has elected not to recognise land under roads acquired before 1 July 2008 in accordance with AASB 1051 Land Under Roads.

Land under roads acquired after 1 July 2008 is recognised in accordance with AASB 116 Property, Plant and Equipment.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 9(a). Infrastructure, property, plant and equipment (continued)

Accounting policy for infrastructure, property, plant and equipment (continued)

Crown reserves

Crown Reserves under Council's care and control are recognised as assets of the Council. While ownership of the reserves remains with the Crown, Council retains operational control of the reserves and is responsible for their maintenance and use in accordance with the specific purposes to which the reserves are dedicated. Improvements on Crown Reserves are also recorded as assets, while maintenance costs incurred by Council and revenues relating to the reserves are recognised within Council's Income Statement.

Note 9(b). Externally restricted infrastructure, property, plant and equipment

\$ '000	2018			2017		
	Gross carrying amount	Accumulated depn. and impairment	Net carrying amount	Gross carrying amount	Accumulated depn. and impairment	Net carrying amount
Domestic waste management						
Plant and equipment	791	606	185	791	575	216
Total DWM	791	606	185	791	575	216
TOTAL RESTRICTED IPP&E	791	606	185	791	575	216

Note 9(c). Infrastructure, property, plant and equipment – current year impairments

\$ '000	Notes	2018	2017
Impairment losses recognised in the Income Statement:			
Building - 12 Burleigh St. structural assessment indicates building is showing signs of impairment.		–	(96)
Total impairment losses		–	(96)
IMPAIRMENT OF ASSETS – GAINS/(LOSSES) in P/L	4(d)	–	(96)

Note 10. Investment property

(a) Investment property at fair value

Investment property on hand	3,820	3,600
Reconciliation of annual movement:		
Opening balance	3,600	3,500
– Net gain/(loss) from fair value adjustments	220	100
CLOSING BALANCE – INVESTMENT PROPERTY	3,820	3,600

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 10. Investment property

\$ '000	2018	2017
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(b) Valuation basis

The basis of valuation of investment property is fair value, being the amounts for which the properties could be exchanged between willing parties in arms length transaction, based on current prices in an active market for similar properties in the same location and condition and subject to similar leases.

The 2018 revaluations were based on independent assessments made by:
Scott Fullarton Valuations Pty Ltd (FAP)

(c) Contractual obligations at reporting date

Refer to Note 16 for disclosures relating to any capital and service obligations that have been contracted.

(d) Leasing arrangements – Council as lessor

The investment property are leased to tenants under long-term operating leases with rentals payable monthly.

Future minimum lease payments receivable under non-cancellable investment property operating leases not recognised in the financial statements are receivable as follows:

Within 1 year	324	314
Later than 1 year but less than 5 years	1,412	1,365
Later than 5 years	1,751	2,122
Total minimum lease payments receivable	3,487	3,801

Council has three properties classified as Investment properties.

Shop C1A, 1-17 Elsie Street Burwood has three year lease plus a three year option. Rental is paid Monthly with a fixed yearly percentage lease increase.

Shop C1B 1-17 Elsie Street Burwood has a five year lease. Rental is paid Monthly with a fixed percentage yearly lease increase.

Shops C2 & C3, 1-17 Elsie Street Burwood have two year lease plus two, five year options. Rental is paid Monthly with a fixed yearly percentage lease increase.

(e) Investment property income and expenditure – summary

	2018	2017
Rental income from investment property:		
– Minimum lease payments	314	304
Net revenue contribution from investment property	314	304
plus:		
Fair value movement for year	220	100
Total income attributable to investment property	534	404

Accounting policy for investment property

Investment property, principally comprising freehold office buildings, is held for long-term rental yields and is not occupied by the Council. Changes in fair values are recorded in the income statement as part of other income.

Properties that are under construction for future use as investment property are regarded as investment property. These are also carried at fair value unless the fair value cannot yet be reliably determined. Where that is the case, the property will be accounted for at cost until either the fair value becomes reliably determinable or construction is complete.

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 11. Payables and borrowings

\$ '000	2018		2017	
	Current	Non-current	Current	Non-current
Payables				
Goods and services – operating expenditure	1,204	–	1,266	–
Goods and services – capital expenditure	1,469	–	2,046	–
Accrued expenses:				
– Borrowings	21	–	16	–
– Salaries and wages	551	–	644	–
– Other expenditure accruals	212	–	232	–
Security bonds, deposits and retentions	4,978	–	4,648	–
Other	12	–	5	–
Total payables	8,447	–	8,857	–
Income received in advance				
Payments received in advance	1,266	–	1,087	–
Total income received in advance	1,266	–	1,087	–
Borrowings				
Loans – secured ¹	574	5,920	480	5,480
Total borrowings	574	5,920	480	5,480
TOTAL PAYABLES AND BORROWINGS	10,287	5,920	10,424	5,480

(a) Payables and borrowings relating to restricted assets

	2018		2017	
	Current	Non-current	Current	Non-current
Externally restricted assets				
Domestic waste management	420	19	326	19
Total payables and borrowings relating to restricted assets	420	19	326	19
Total payables and borrowings relating to unrestricted assets	9,867	5,901	10,098	5,461
TOTAL PAYABLES AND BORROWINGS	10,287	5,920	10,424	5,480

¹ Loans are secured over the general rating income of Council

Disclosures on liability interest rate risk exposures, fair value disclosures and security can be found in Note 18.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 11. Payables and borrowings (continued)

\$ '000	2018	2017
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(b) Current payables and borrowings not anticipated to be settled within the next twelve months

The following payables and borrowings, even though classified as current, are not expected to be settled in the next 12 months.

Payables – security bonds, deposits and retentions	4,013	3,905
	<u>4,013</u>	<u>3,905</u>

(c) Changes in liabilities arising from financing activities

Class of borrowings	2017		Non-cash changes			2018
	Opening balance as at 1/7/17	Cash flows	Acquisition	Fair value changes	Other non-cash movements	Closing balance as at 30/6/18
Loans – secured	5,960	(466)	1,000	–	–	6,494
TOTAL	<u>5,960</u>	<u>(466)</u>	<u>1,000</u>	<u>–</u>	<u>–</u>	<u>6,494</u>

\$ '000	2018	2017
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(d) Financing arrangements**(i) Unrestricted access was available at balance date to the following lines of credit:**

Credit cards/purchase cards	50	50
Total financing arrangements	<u>50</u>	<u>50</u>

Drawn facilities as at balance date:

– Credit cards/purchase cards	6	15
Total drawn financing arrangements	<u>6</u>	<u>15</u>

Undrawn facilities as at balance date:

– Credit cards/purchase cards	44	35
Total undrawn financing arrangements	<u>44</u>	<u>35</u>

Burwood Council**Notes to the Financial Statements**

for the year ended 30 June 2018

Note 11. Payables and borrowings (continued)

Accounting policy for payables and borrowings**Payables**

These amounts represent liabilities for goods and services provided to the Council prior to the end of financial year that are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition.

Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in the income statement over the period of the borrowings using the effective interest method. Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalised as a prepayment for liquidity services and amortised over the period of the facility to which it relates.

Borrowings are removed from the Statement of Financial Position when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in other income or finance cost.

Borrowings are classified as current liabilities unless Council has an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 12. Provisions

\$ '000	2018		2017	
	Current	Non-current	Current	Non-current
Provisions				
Employee benefits:				
Annual leave	1,819	–	1,962	–
Long service leave	4,373	100	4,206	106
Other - RDO/TIL	437	–	398	–
ELE on-costs	143	2	119	7
TOTAL PROVISIONS	6,772	102	6,685	113

(a) Provisions relating to restricted assets

There are no restricted assets (external or internal) applicable to the above provisions

(b) Current provisions not anticipated to be settled within the next twelve months

The following provisions, even though classified as current, are not expected to be settled in the next 12 months.

	2018	2017
Provisions – employees benefits	4,646	5,039
	4,646	5,039

(c) Description of and movements in provisions

2018	ELE provisions				Total
	Annual leave	RDO / TIL	Long service leave	ELE on-costs	
At beginning of year	1,962	398	4,312	126	6,798
Additional provisions	983	279	456	20	1,738
Amounts used (payments)	(1,126)	(240)	(294)	–	(1,660)
Total ELE provisions at end of year	1,819	437	4,473	145	6,874

2017	ELE provisions				Total
	Annual leave	RDO / TIL	Long service leave	ELE on-costs	
At beginning of year	2,007	314	4,133	142	6,596
Additional provisions	1,085	282	416	–	1,783
Amounts used (payments)	(1,130)	(198)	(237)	(16)	(1,581)
Total ELE provisions at end of year	1,962	398	4,312	126	6,798

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 12. Provisions (continued)

Nature and purpose of non-employee benefit provisions

Accounting policy for provisions

Provisions are recognised when Council has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount has been reliably estimated.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the reporting date. The discount rate used to determine the present value reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognised as interest expense.

Employee benefits

Short-term obligations

Liabilities for wages and salaries, including non-monetary benefits, annual leave and accumulating sick leave expected to be wholly settled within 12 months after the end of the period in which the employees render the related service are recognised in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liability for annual leave and accumulating sick leave is recognised in the provision for employee benefits. All other short-term employee benefit obligations are presented as payables.

Other long-term employee benefit obligations

The liability for long service leave and annual leave that is not expected to be wholly settled within 12 months after the end of the period in which the employees render the related service is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method.

Consideration is given to expected future wage and salary levels, experience of employee departures, and periods of service. Expected future payments are discounted using market yields at the end of the reporting period on national government bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

The obligations are presented as current liabilities in the Statement of Financial Position if the Council does not have an unconditional right to defer settlement for at least 12 months after the reporting date, regardless of when the actual settlement is expected to occur.

Self-insurance

Council has decided to self-insure for various risks, including public liability and professional indemnity through a Joint Venture activity: "CivicRisk Mutual" comprising a number of Local Government Council's.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 13. Accumulated surplus, revaluation reserves, changes in accounting policies, changes in accounting estimates and errors

Nature and purpose of reserves

Infrastructure, property, plant and equipment revaluation reserve

The infrastructure, property, plant and equipment revaluation reserve is used to record increments / decrements of non-current asset values due to their revaluation.

Note 14. Statement of cash flows – additional information

\$ '000	Notes	2018	2017
(a) Reconciliation of cash assets			
Total cash and cash equivalent assets	6a	7,187	6,327
Balance as per the Statement of Cash Flows		7,187	6,327
(b) Reconciliation of net operating result to cash provided from operating activities			
Net operating result from Income Statement		16,482	6,740
Adjust for non-cash items:			
Depreciation and amortisation		6,969	6,719
Net losses/(gains) on disposal of assets		1,386	(124)
Losses/(gains) recognised on fair value re-measurements through the P&L:			
– investment property		(220)	(100)
– Revaluation decrements / impairments of IPP&E direct to P&L		–	96
Share of net (profits) or losses of associates/joint ventures		(104)	(53)
+/- Movement in operating assets and liabilities and other cash items:			
Decrease/(increase) in receivables		(1,803)	1,345
Increase/(decrease) in provision for doubtful debts		37	53
Decrease/(increase) in other assets		(41)	(73)
Increase/(decrease) in payables		(62)	(481)
Increase/(decrease) in accrued interest payable		5	(1)
Increase/(decrease) in other accrued expenses payable		(113)	(163)
Increase/(decrease) in other liabilities		516	866
Increase/(decrease) in employee leave entitlements		76	202
Net cash provided from/(used in) operating activities from the Statement of Cash Flows		23,128	15,026

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 15. Interests in other entities

\$ '000

	Council's share of net income		Council's share of net assets	
	2018	2017	2018	2017
Joint ventures	104	53	134	30
Total	104	53	134	30

Joint arrangements

(i) Joint ventures

Council has incorporated the following joint ventures into its consolidated financial statements.

(a) Net carrying amounts – Council's share

Name of entity	Nature of relationship	Measurement method	2018		2017	
CivicRisk Metro	Joint Venture	Equity Method	41		(10)	
CivicRisk Mutual	Joint Venture	Equity Method	93		40	
Total carrying amounts – material joint ventures			134		30	

(b) Details

Name of entity	Principal activity	Place of business
CivicRisk Metro	Local Government insurance coverage	Penrith
CivicRisk Mutual	Local Government insurance coverage	Penrith

(c) Relevant interests and fair values

Name of entity	Quoted fair value		Interest in outputs		Interest in ownership		Proportion of voting power	
	2018	2017	2018	2017	2018	2017	2018	2017
CivicRisk Metro	n/a	n/a	0.03%	-0.1%	0.03%	-0.1%	11%	11%
CivicRisk Mutual	n/a	n/a	1.1%	0.6%	1.1%	0.6%	6%	6%

(d) Summarised financial information for joint ventures

Statement of financial position	CivicRisk Metro		CivicRisk Mutual	
	2018	2017	2018	2017
Current assets				
Cash and cash equivalents	15	28	1,158	506
Other current assets	8,114	5,738	5,759	6,239
Non-current assets	16,220	18,168	5,989	5,889
Current liabilities				
Current financial liabilities (excluding trade and other payables and provisions)	1,714	1,443	2,690	2,891
Other current liabilities	101	150	299	423
Non-current liabilities				
Non-current financial liabilities (excluding trade and other payables and provisions)	8,985	10,730	1,448	2,830
Net assets	13,549	11,611	8,469	6,490

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Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 15. Interests in other entities (continued)

\$ '000

Joint arrangements (continued)

(d) Summarised financial information for joint ventures (continued)

	CivicRisk Metro		CivicRisk Mutual	
	2018	2017	2018	2017
Reconciliation of the carrying amount				
Opening net assets (1 July)	11,611	9,422	6,490	7,286
Profit/(loss) for the period	1,938	2,189	1,978	(796)
Closing net assets	13,549	11,611	8,468	6,490
Council's share of net assets (%)	0.3%	-0.08%	1.1%	0.6%
Council's share of net assets (\$)	41	(10)	93	40
Statement of comprehensive income				
Income	2,115	2,781	9,425	8,302
Interest income	1,077	1,089	439	584
Other expenses	(1,254)	(1,681)	(7,886)	(9,682)
Profit/(loss) for period	1,938	2,189	1,978	(796)
Total comprehensive income	1,938	2,189	1,978	(796)
Share of income – Council (%)	2.6%	2.17%	2.7%	-0.8%
Profit/(loss) – Council (\$)	50	47	54	6
Total comprehensive income – Council (\$)	50	47	54	6

Accounting policy for joint arrangements

The Council has determined that it has only joint ventures

Joint ventures

Interests in joint ventures are accounted for using the equity method in accordance with AASB128 Investments in *Associates and Joint Ventures*. Under this method, the investment is initially recognised as a cost and the carrying amount is increased or decreased to recognise the Council's share of the profit or loss and other comprehensive income of the joint venture after the date of acquisition.

If the Council's share of losses of a joint venture equals or exceeds its interest in the joint venture, the Council discontinues recognising its share of further losses.

The Council's share in the joint venture's gains or losses arising from transactions between itself and its joint venture are eliminated.

Adjustments are made to the joint venture's accounting policies where they are different from those of the Council for the purpose of the consolidated financial statements.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 16. Commitments for expenditure

\$ '000	2018	2017
(a) Capital commitments (exclusive of GST)		
Capital expenditure committed for at the reporting date but not recognised in the financial statements as liabilities:		
Property, plant and equipment		
Buildings	1,099	1,094
Plant and equipment	–	604
Land improvements	–	61
Other – Structures	–	74
Other – Infrastructure	–	499
Total commitments	1,099	2,332
These expenditures are payable as follows:		
Within the next year	1,099	2,332
Total payable	1,099	2,332
Sources for funding of capital commitments:		
Unrestricted general funds	–	152
Future grants and contributions	60	452
Section 7.11 and 64 funds/reserves	1,039	–
Externally restricted reserves	–	1,124
Internally restricted reserves	–	604
Total sources of funding	1,099	2,332
Details of capital commitments		
Buildings - Construction of Burwood Park Community Centre		
Buildings - Shade Structure Henley Park Amenities Building		
(b) Operating lease commitments (non-cancellable)		
a. Commitments under non-cancellable operating leases at the reporting date, but not recognised as liabilities are payable:		
Within the next year	108	167
Later than one year and not later than 5 years	2	41
Total non-cancellable operating lease commitments	110	208
b. Non-cancellable operating leases include the following assets:		
Office Equipment leased has an average lease term of 2 years remaining.		
Contingent rentals may be payable depending on the condition of items or usage during the lease term.		
Conditions relating to operating leases:		
– All operating lease agreements are secured only against the leased asset.		
– No lease agreements impose any financial restrictions on Council regarding future debt etc.		

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 17. Contingencies and other liabilities/assets not recognised

The following assets and liabilities do not qualify for recognition in the Statement of Financial Position, but their knowledge and disclosure is considered relevant to the users of Council's financial report.

LIABILITIES NOT RECOGNISED:**1. Guarantees****(i) Defined benefit superannuation contribution plans**

Council participates in an employer-sponsored defined benefit superannuation scheme, and makes contributions as determined by the superannuation scheme's trustees.

Member councils bear responsibility of ensuring there are sufficient funds available to pay out the required benefits as they fall due.

The schemes most recent full actuarial review indicated that the net assets of the scheme were not sufficient to meet the accrued benefits of the schemes defined benefit member category with member councils required to make significantly higher contributions in future years.

The Local Government Superannuation Scheme however is unable to provide Council with an accurate estimate of its share of the net deficit and accordingly Council has not recorded any net liability from its defined benefit scheme obligations in accordance with AASB 119.

Pooled Employers are required to pay standard employer contributions and additional lump sum contributions to the Fund.

The standard employer contributions were determined using the new entrant rate method under which a contribution rate sufficient to fund the total benefits over the working life-time of a typical new entrant is calculated. The current standard employer contribution rates are:

Division B	1.9 times employee contributions
Division C	2.5% salaries
Division D	1.64 times employee contributions

The additional lump sum contribution for each Pooled Employer is a share of the total additional contributions of \$40.0 million per annum from 1 July 2017 for 4 years to 30 June 2021, apportioned according to each employer's share of the accrued liabilities as at 30 June 2017. These additional lump sum contributions are used to fund the deficit of assets to accrued liabilities as at 30 June 2017.

The adequacy of the contributions is assessed at each triennial actuarial investigation and monitored annually between triennials.

As stated above, each sponsoring employer is exposed to the actuarial risks associated with current and former employees of other sponsoring employers and hence shares in the associated gains and losses.

However, there is no relief under the Fund's trust deed for employers to walk away from their defined benefit obligations. Under limited circumstances, an employer may withdraw from the plan when there are no active members, on full payment of outstanding additional contributions. There is no provision for allocation of any surplus which may be present at the date of withdrawal of the entity.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 17. Contingencies and other liabilities/assets not recognised (continued)

There are no specific provisions under the Fund's trust deed dealing with deficits or surplus on wind-up of the plan.

There is no provision for allocation of any surplus which may be present at the date of withdrawal of an employer.

The plan is a defined benefit plan. However, each sponsoring employer is exposed to the actuarial risks associated with current and former employees of other sponsoring employers and hence shares in the associated gains and losses (to the extent that they are not borne by members). As such, there is not sufficient reliable information to allow each sponsoring employer to account for its proportionate share of the defined benefit obligation, sub-group assets and costs associated with the sub-group in the same way as it would for a single employer sponsored defined benefit plan.

The expected contributions to the plan for the next annual reporting period are \$305,867.72.

The estimated employer reserves financial position for the Pooled Employers at 30 June 2018 is:

Employer reserves only*	\$millions	Asset Coverage
Assets	1,817.80	
Past Service Liabilities	1,787.50	101.70%
Vested Benefits	1,778.00	102.20%

* excluding member accounts and reserves in both assets and liabilities

The key economic long term assumptions used to calculate the present value of accrued benefits are:

Investment return	6.0% per annum
Salary Service Liabilities*	3.5% per annum
Increase in CPI	2.5% per annum

* Plus promotional increases

The contribution requirements may vary from the current rates if the overall sub-group experience is not in line with the actuarial assumptions in determining the funding program; however, any adjustment to the funding program would be the same for all sponsoring employers in the Pooled Employers group. Please note that the estimated employer reserves financial position above is a preliminary calculation, and once all the relevant information has been received by the Funds Actuary, the 2018 triennial review will be completed around December 2018.

An employer's additional lump sum contribution per annum of 0.40% of the total additional lump sum contributions for all Pooled Employers (of \$40m each year from 1 July 2017 to 30 June 2021) provides an indication of the level of participation of that employer compared with other employers in the Pooled Employer sub-group.

Future contributions made to the defined benefit scheme to rectify the net deficit position will be recognised as an expense when they become payable – similar to the accounting for defined contributions plans.

(ii) StateCover Limited

Council is a member of StateCover Mutual Limited and holds a partly paid share in the entity.

StateCover is a company providing workers compensation insurance cover to the NSW local government industry and specifically Council.

Council has a contingent liability to contribute further equity in the event of the erosion of the company's capital base as a result of the company's past performance and/or claims experience or as a result of any increased prudential requirements from APRA.

These future equity contributions would be required to maintain the company's minimum level of net assets in accordance with its licence requirements.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 17. Contingencies and other liabilities/assets not recognised (continued)

LIABILITIES NOT RECOGNISED (continued):**1. Guarantees** (continued)**(iii) Other guarantees**

Council has provided no other guarantees other than those listed above.

2. Other liabilities**(i) Third party claims**

The Council is involved from time to time in various claims incidental to the ordinary course of business including claims for damages relating to its services.

Council believes that it is appropriately covered for all claims through its insurance coverage and does not expect any material liabilities to eventuate.

(ii) Potential land acquisitions due to planning restrictions imposed by Council

Council has classified a number of privately owned land parcels as local open space or bushland.

As a result, where notified in writing by the various owners, Council will be required to purchase these land parcels.

At reporting date, reliable estimates as to the value of any potential liability (and subsequent land asset) from such potential acquisitions has not been possible.

(iii) Joint Venture

Council is a member of Mutual Management Services Ltd which is a company limited by guarantee and was created to provide administration services to the three CivicRisk self-insurance pools CivicRisk West (Westpool), CivicRisk Metro (Metropool) and CivicRisk (United Independent Pools).

Mutual Management Services operates as a mutual for the benefit of the member Councils which make up the combined CivicRisk membership.

Mutual Management Services was created to move the administration staff and responsibilities from CivicRisk West to a separate entity that provides the services to all three pools. The creation of the administration company was an internal structure change to assist with meeting commercial obligations rather than a change in the underlying operations.

ASSETS NOT RECOGNISED:**(i) Land under roads**

As permitted under AASB 1051, Council has elected not to bring to account land under roads that it owned or controlled up to and including 30/6/08.

(ii) Infringement notices/fines

Fines and penalty income, the result of Council issuing infringement notices is followed up and collected by the Infringement Processing Bureau.

Council's revenue recognition policy for such income is to account for it as revenue on receipt.

Accordingly, at year end, there is a potential asset due to Council representing issued but unpaid infringement notices.

Due to the limited information available on the status, value and duration of outstanding notices, Council is unable to determine the value of outstanding income.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 18. Financial risk management

\$ '000

Risk management

Council's activities expose it to a variety of financial risks including (1) price risk, (2) credit risk, (3) liquidity risk and (4) interest rate risk.

The Council's overall risk management program focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Council.

Council does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by Council's finance section under policies approved by the Council.

A comparison by category of the carrying amounts and fair values of Council's financial assets and financial liabilities recognised in the financial statements is presented below.

	Carrying value		Fair value	
	2018	2017	2018	2017
Financial assets				
Cash and cash equivalents	7,187	6,327	7,187	6,327
Investments				
– 'Held to maturity'	50,000	39,750	50,000	39,750
Receivables	4,268	2,501	4,268	2,501
Total financial assets	61,455	48,578	61,455	48,578
Financial liabilities				
Payables	8,447	8,857	8,447	8,857
Loans/advances	6,494	5,960	6,494	5,960
Total financial liabilities	14,941	14,817	14,941	14,817

Fair value is determined as follows:

- **Cash and cash equivalents, receivables, payables** – are estimated to be the carrying value that approximates market value.
- **Borrowings and held-to-maturity investments** – are based upon estimated future cash flows discounted by the current mkt interest rates applicable to assets and liabilities with similar risk profiles, unless quoted market prices are available.
- Financial assets classified (i) '**at fair value through profit and loss**' or (ii) '**available-for-sale**' – are based upon quoted market prices (in active markets for identical investments) at the reporting date or independent valuation.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 18. Financial risk management (continued)

\$ '000

Council's objective is to maximise its return on cash and investments whilst maintaining an adequate level of liquidity and preserving capital.

Council's finance area manages the cash and Investments portfolio with the assistance of independent advisors - Imperium Markets.

Council has an investment policy which complies with the *Local Government Act 1993* and Ministerial Investment Order 625. This policy is regularly reviewed by Council and its staff and a monthly Investment report is provided to Council setting out the make-up and performance of the portfolio as required by Local Government regulations.

The risks associated with the investments held are:

- **Price risk** – the risk that the capital value of Investments may fluctuate due to changes in market prices, whether these changes are caused by factors specific to individual financial instruments or their issuers or are caused by factors affecting similar instruments traded in a market.
- **Interest rate risk** – the risk that movements in interest rates could affect returns and income.
- **Credit risk** – the risk that the investment counterparty will not complete their obligations particular to a financial instrument, resulting in a financial loss to Council – be it of a capital or income nature.

Council manages these risks (amongst other measures) by diversifying its portfolio and only purchasing investments with high credit ratings or capital guarantees.

Council also seeks advice from independent advisers before placing any funds in cash equivalents and investments.

(a) Market risk – price risk and interest rate risk

The following represents a summary of the sensitivity of Council's Income Statement and accumulated surplus (for the reporting period) due to a change in either the price of a financial asset or the interest rates applicable.

It is assumed that the change in interest rates would have been constant throughout the reporting period.

	Increase of values/rates		Decrease of values/rates	
	Profit	Equity	Profit	Equity
2018				
Possible impact of a 1% movement in interest rates	572	572	(572)	(572)
2017				
Possible impact of a 1% movement in interest rates	460	460	(460)	(460)

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 18. Financial risk management (continued)

\$ '000

(b) Credit risk

Council's major receivables comprise (i) rates and annual charges and (ii) user charges and fees.

The major risk associated with these receivables is credit risk – the risk that debts due and payable to Council may not be repaid in full.

Council manages this risk by monitoring outstanding debt and employing stringent debt recovery procedures. It also encourages ratepayers to pay their rates by the due date through incentives.

Credit risk on rates and annual charges is minimised by the ability of Council to secure a charge over the land relating to the debts – that is, the land can be sold to recover the debt. Council is also able to charge interest on overdue rates and annual charges at higher than market rates which further encourages the payment of debt.

There are no significant concentrations of credit risk, whether through exposure to individual customers, specific industry sectors and/or regions.

Council makes suitable provision for doubtful receivables as required and carries out credit checks on most non-rate debtors.

There are no material receivables that have been subjected to a re-negotiation of repayment terms.

A profile of Council's receivables credit risk at balance date follows:

	2018 Rates and annual charges	2018 Other receivables	2017 Rates and annual charges	2017 Other receivables
(i) Ageing of receivables – %				
Current (not yet overdue)	0%	33%	0%	33%
Overdue	100%	67%	100%	67%
	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
(ii) Ageing of receivables – value				
Rates and annual charges			2018	2017
< 1 year overdue			439	316
2 – 5 years overdue			70	89
> 5 years overdue			141	162
			<u>650</u>	<u>567</u>
Other receivables				
Current			2,543	1,638
0 – 30 days overdue			877	252
31 – 60 days overdue			52	40
61 – 90 days overdue			91	10
> 91 days overdue			211	113
			<u>3,774</u>	<u>2,053</u>

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 18. Financial risk management (continued)

\$ '000

(c) Liquidity risk

Payables and borrowings are both subject to liquidity risk – the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due.

Council manages this risk by monitoring its cash flow requirements and liquidity levels and maintaining an adequate cash buffer.

Payment terms can (in extenuating circumstances) also be extended and overdraft facilities utilised as required.

Borrowings are also subject to interest rate risk – the risk that movements in interest rates could adversely affect funding costs and debt servicing requirements. Council manages this risk by borrowing long term and fixing the interest rate on a 4-year renewal basis. The Finance Section regularly reviews interest rate movements to determine if it would be advantageous to refinance or renegotiate part or all of the loan portfolio.

The contractual undiscounted cash outflows (ie. principal and interest) of Council's payables and borrowings are set out in the maturity table below:

\$ '000	Weighted average interest rate	Subject to no maturity	payable in:			Total cash outflows	Actual carrying values
			≤ 1 Year	1 – 5 Years	> 5 Years		
2018							
Trade/other payables	0.00%	4,978	3,468	–	–	8,447	8,447
Loans and advances	4.32%	–	918	3,532	2,658	7,108	6,494
Total financial liabilities		4,978	4,386	3,532	2,658	15,555	14,941
2017							
Trade/other payables	0.00%	4,648	4,209	–	–	8,857	8,857
Loans and advances	4.62%	–	790	3,160	2,410	6,360	5,960
Total financial liabilities		4,648	4,999	3,160	2,410	15,217	14,817

Loan agreement breaches

There were no Loan breaches during the financial year.

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 19. Material budget variations

\$ '000

Council's original financial budget for 17/18 was adopted by the Council on 27 June 2017 and is not required to be audited.

While the Income Statement included in this General Purpose Financial Report must disclose the original budget adopted by Council, the *Local Government Act 1993* requires Council to review its financial budget on a quarterly basis, so that it is able to manage the various variations between actuals versus budget that invariably occur throughout the year.

This note sets out the details of **material variations** between Council's original budget and its actual results for the year as per the Income Statement – even though such variations may have been adjusted for during each quarterly budget review.

Note that for variations* of budget to actual :

Material variations represent those variances that amount to **10%** or more of the original budgeted figure.

F = Favourable budget variation, **U** = Unfavourable budget variation

\$ '000	2018 Budget	2018 Actual	2018 Variance*		
REVENUES					
Rates and annual charges	26,496	26,708	212	1%	F
The net variance of \$212k to budget related to additional Strata Units coming on line during the year along with land valuation objections from residents and businesses.					
User charges and fees	9,446	11,622	2,176	23%	F
The variance is attributed to increased development works within the Burwood Town Centre and surrounding area. These works have contributed to increased Hoarding Fees \$130k, Private Works \$210k, Road Closure Permits \$950k, Temporary Work Zone Permits \$335k and Development Rezoning \$270k. In addition Council has received additional \$195k income at the Enfield Aquatic Centre due to improved financial management and marketing of the centre. Car Parking income has also increased \$60k along with an additional \$40k in Hire of Public Halls due to the Local Government Election being held this year.					
Interest and investment revenue	1,150	1,392	242	21%	F
The increase in Investment income was attributed to the large amount of Section 94A and Planning Agreements contributions received during the year along with a slow start in Council's Capital Works programme.					
Other revenues	4,320	5,400	1,080	25%	F
Council received additional \$480k in Fines and Costs due to increased policing of construction sites within the Burwood Town Centre and surrounding area and \$175k Legal Costs Recovery through successful environmental and planning compliance processes. An additional \$50k in Workers Compensation incentive bonus rebate and \$310k in Parking income attributed to the continued weekend and night patrols.					
Operating grants and contributions	3,644	3,465	(179)	(5%)	U
There were no material variances to report.					
Capital grants and contributions	5,832	14,164	8,332	143%	F
Section 94A and Planning Agreement Contributions were up by \$6,600k on anticipated budget due to increased development applications received for works within the Burwood Town Centre and surrounding area. Council also received Grant funding of \$332k for Wangal Park Playground equipment along with an additional \$117k Grant for Roads to Recovery. A Library Grant for an Innovative and Digitally Responsive of \$111k was received along with an additional \$950k contributions for Kerb and Gutter construction on top of original budget.					

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 19. Material budget variations (continued)

\$ '000	2018 Budget	2018 Actual	2018 ----- Variance* -----		
REVENUES (continued)					
Fair value increment on investment property	-	220	220	0%	F
In accordance with Legislative requirements Council obtains Valuation of it's Investment Property. Council does not budget for any increase or decrements of it's property.					
Joint ventures and associates - net profits	-	104	104	0%	F
Council does no budget for it's Joint Venture.					
EXPENSES					
Employee benefits and on-costs	19,789	17,885	1,904	10%	F
The variance between budgeted forecast and actuals related to a number of fulltime staff positions not being filled during the year being replaced by contracted temporary staff which increased Council's Materials and Contracts actuals over budget forecast.					
Borrowing costs	310	325	(15)	(5%)	U
Borrowing costs, or interest repaid on loans was over the budgeted forecast due to the new Council electing to borrow \$1 million not originally budgeted in original estimate.					
Materials and contracts	10,501	11,796	(1,295)	(12%)	U
The variance is attributed to contracted staff which were unbudgeted totalling \$1,842k some cost offset with Employee Costs. Further unbudgeted expenses related to \$253k in legal costs and Consultancy costs \$125k (associated with development appeals within the Burwood Town Centre). Savings of \$454k in the various Contractor budgets, \$45k in Motor Vehicle and Plant running costs, \$81k in Computer and Printing leasing, Parking Metre Maintenance, Collection and Processing Costs \$70k, along with \$160k in General Maintenance budgets.					
Depreciation and amortisation	7,075	6,969	106	1%	F
There were no material variances to report.					
Other expenses	8,798	8,232	566	6%	F
Net losses from disposal of assets	-	1,386	(1,386)	0%	U
Council writes off infrastructure assets as part of its renewal programme replacing the written down value of the assets with the current replacement costs of the renewal.					

Budget variations relating to Council's Cash Flow Statement include:

Cash flows from operating activities	15,437	23,128	7,691	49.8%	F
The variance between Actual and Budget were related to S94A and Planning Agreement contributions received, Grant income not anticipated, income associated with increased construction works within the Burwood Town Centre and surrounding area along with Enfield Aquatic Centre, Car Parking and Compliance income. In addition there were savings within Employee costs which in most part were offset against an increase in Contract - Temporary Staffing and increased costs in Legal and Consultancy charges.					
Cash flows from investing activities	(13,196)	(22,802)	(9,606)	72.8%	U
The variance between actual and budget was attributed to a high volume of S94A and Planning Agreement monies received during the year which resulted in larger than expected investment purchases.					
Cash flows from financing activities	(480)	534	1,014	(211.3%)	F
Council did not budget to borrow any new fund during the year however the new elected Council approved a \$1m borrowing programme for Infrastructure Capital Works.					

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 20. Fair value measurement

\$ '000

The Council measures the following asset and liability classes at fair value on a recurring basis:

- Infrastructure, property, plant and equipment
- Investment property

The fair value of assets and liabilities must be estimated in accordance with various accounting standards for either recognition and measurement requirements or for disclosure purposes.

AASB 13 Fair Value Measurement requires all assets and liabilities measured at fair value to be assigned to a 'level' in the fair value hierarchy as follows:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2: Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

(1) The following table presents all assets and liabilities that have been measured and recognised at fair values:

2018	Date of latest valuation	Fair value measurement hierarchy			Total
		Level 1 Quoted prices in active mkts	Level 2 Significant observable inputs	Level 3 Significant unobservable inputs	
Recurring fair value measurements					
Investment property					
Investment Property	30/06/18	-	3,820	-	3,820
Total investment property		-	3,820	-	3,820
Infrastructure, property, plant and equipment					
Plant and office equipment and furniture and fitting	30/06/18	-	-	6,492	6,492
Operational land	30/06/18	-	121,430	-	121,430
Community land	30/06/17	-	-	36,583	36,583
Land improvements – depreciable	30/06/16	-	-	12,908	12,908
Buildings – non-specialised	30/06/18	-	1,136	-	1,136
Buildings – specialised	30/06/18	-	-	51,160	51,160
Other structures	30/06/17	-	-	2,987	2,987
Roads	30/06/16	-	-	140,763	140,763
Footpaths and kerb and gutter	30/06/16	-	-	37,057	37,057
Drainage infrastructure	30/06/16	-	-	27,848	27,848
Swimming pools	30/06/18	-	-	3,326	3,326
Library books	30/06/16	-	-	344	344
Other assets	30/06/14	-	-	444	444
Openspace/Recreational	30/06/16	-	-	6,807	6,807
Other Road Assets	30/06/16	-	-	6,756	6,756
Total infrastructure, property, plant and equipment		-	122,566	333,475	456,041

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

\$ '000

(1) The following table presents all assets and liabilities that have been measured and recognised at fair values: (continued)

2017	Date of latest valuation	Fair value measurement hierarchy			Total
		Level 1 Quoted prices in active mkt	Level 2 Significant observable inputs	Level 3 Significant unobservable inputs	
Recurring fair value measurements					
Investment property					
Investment Property		-	3,600	-	3,600
Total investment property		-	3,600	-	3,600
Infrastructure, property, plant and equipment					
Plant and office equipment and furniture and fitting	30/06/17	-	-	6,028	6,028
Operational land	30/06/13	-	43,732	-	43,732
Community land	30/06/17	-	-	36,583	36,583
Land improvements – depreciable	30/06/16	-	-	13,074	13,074
Buildings – non-specialised	30/06/13	-	1,525	-	1,525
Buildings – specialised	30/06/13	-	-	43,446	43,446
Other structures	30/06/17	-	-	2,998	2,998
Roads	30/06/16	-	-	140,997	140,997
Footpaths and kerb and gutter	30/06/16	-	-	35,843	35,843
Drainage infrastructure	30/06/16	-	-	27,978	27,978
Swimming pools	30/06/13	-	-	3,133	3,133
Library books	30/06/16	-	-	343	343
Other assets	30/06/14	-	-	542	542
Openspace/Recreational	30/06/16	-	-	4,690	4,690
Other Road Assets	1/07/16	-	-	6,839	6,839
Total infrastructure, property, plant and equipment		-	45,257	322,494	367,751

Burwood Council

Notes to the Financial Statements for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

(2) Valuation techniques used to derive level 2 and level 3 fair values

Where Council is unable to derive fair valuations using quoted market prices of identical assets (i.e. level 1 inputs), Council instead utilises a spread of both observable inputs (level 2 inputs) and unobservable inputs (level 3 inputs). The fair valuation techniques Council has employed while utilising level 2 and level 3 inputs are as follows:

Level 2

Investment properties

Council obtains independent valuations of its investment property on an annual basis and at the end of each reporting period to ensure the financial statements reflect the most up-to-date valuation. The best evidence of fair value is the current price in an active market for similar assets. The investment property valuation is included in level 2 of the hierarchy. The key unobservable input to the valuation is the price per square metre.

The fair value of the investment property is determined by an independent, qualified valuer on an annual basis who has experience in the location of the property. The Council reviews the valuation report and discusses significant movements with the valuer. As at 30 June 2018 the valuation of the investment property was performed by Scott Fullarton Valuations Pty Ltd, Director Scott Fullarton, FAPI, Certified Practising Valuer, Registered Valuer No. 2144.

There was a change to the valuation process during the reporting period.

Operational Land

This asset class comprises all of Council's land classified as Operational Land under the NSW Local Government Act 1993. The key unobservable input to the valuation is the price per square metre. The last valuation was undertaken at 30 June 2018 and was performed by Scott Fullarton Valuations Pty Ltd, Director Scott Fullarton, FAPI, Certified Practising Valuer, Registered Valuer No. 2144.

Generally, fair value is the most advantageous price reasonably obtainable by the seller and the most advantageous price reasonably obtained by the buyer. This is not necessarily the market selling price of the asset, rather, it is regarded as the maximum value that Council would rationally pay to acquire the asset if it did not hold it, taking into account quoted market price in an active and liquid market, the current market price of the same or similar asset, if management intend to replace the asset, the remaining useful life and condition of the asset, and cash flows from the future use and disposal.

Burwood Council

Notes to the Financial Statements for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

Buildings Non-Specialised

Buildings were valued by Scott Fullarton Valuations Pty Ltd, Director Scott Fullarton, FAPV, Certified Practising Valuer, Registered Valuer No. 2144 in June 2018 using the cost approach. The approach estimated the replacement cost for each building by componentising the buildings into significant parts with different useful lives and taking into account a range of factors. While all buildings were physically inspected inputs such as estimates of residual value and pattern of consumption required extensive professional judgement and impacted significantly on the final determination of fair value. Non-Specialised buildings were classified as having been valued using Level 2 valuation inputs.

Level 3

Infrastructure, property, plant and equipment

Plant & Equipment, Office Equipment and Furniture & Fittings

Plant & Equipment, Office Equipment and Furniture & Fittings are valued at cost but disclosed at fair value in the notes. The carrying amount of these assets is assumed to approximate fair value due to the nature of the items. Examples of assets within these classes are as follows:

- Plant and Equipment – Trucks, tractors, ride-on mowers, street sweepers, earthmoving equipment, mini vans and motor vehicles
- Office Equipment – Computer equipment, flat screen monitors, whiteboards, refrigerators etc
- Furniture & Fittings – Chairs, desks and display systems

The key unobservable inputs to the valuation are the remaining useful life and the residual value.

Community Land

Valuations of all Council's Community Land and Council managed land were based on either the land values provided by the Valuer-General or an average unit rate based on the land values for similar properties where the Valuer-General did not provide a land value having regard to the highest and best use for this land. As these rates were not considered to be observable market evidence they have been classified as Level 3.

Burwood Council

Notes to the Financial Statements for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

Land Improvements – Depreciable

This asset class comprises land improvements such as gardens, mulched areas, wetlands, streetscaping and landscaping. These assets may be located on parks, reserves and also within road reserves. Land Improvements were valued in-house using the cost approach by experienced Council engineering staff.

The cost approach has been utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimates of pattern of consumption, residual value, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. As such these assets were all classified as having been valued using Level 3 valuation inputs. There has been no change to the valuation process during the reporting period.

Buildings – Specialised

Buildings were valued by Scott Fullarton Valuations Pty Ltd, Director Scott Fullarton, FAPI, Certified Practising Valuer, Registered Valuer No. 2144 in June 2018 using the cost approach. The approach estimated the replacement cost for each building by componentising the buildings into significant parts with different useful lives and taking into account a range of factors. While all buildings were physically inspected inputs such as estimates of residual value and pattern of consumption required extensive professional judgement and impacted significantly on the final determination of fair value. Specialised buildings were classified as having been valued using Level 3 valuation inputs.

During the financial year Council refurbished the 25 metre pool change rooms at the Enfield Aquatic Centre. Costs to refurbish were current costs.

Other Structures

This asset class comprises retaining walls, shade structures and filtration system and shed.

The cost approach has been utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimates of pattern of consumption, residual value, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. As such these assets were all classified as having been valued using Level 3 valuation inputs. There has been no change to the valuation process during the reporting period.

Roads

This asset class comprises the Road Carriageway and Suburb Markers. The road carriageway is defined as the trafficable portion of a road, between but not including the kerb and gutter. The 'Cost Approach' using Level 3 inputs was used to value the road carriageway and other road infrastructure. Valuations for the road carriageway, comprising surface, pavement and formation were based on calculations carried out by JRA, Jeff Roorda Associates during 2015, utilising the detailed pavement information residing in Council's Pavement Management System - "Assetic System".

Burwood Council

Notes to the Financial Statements for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

The cost approach was utilised with inputs such as estimates pattern of consumption, asset condition and useful life requiring extensive professional judgement which impacted significantly on the final determination of fair value. Additionally due to limitations in the historical records of very long lived assets there some uncertainty regarding the actual design, specifications and dimensions of some assets.

During the year Council wrote off Road infrastructure assets as part of it's renewal programme replacing the written down value with the current replacement cost.

Footpaths and Kerb & Gutter

Footpaths were valued by JRA, Jeff Roorda Associates during 2015 using the cost approach. Footpaths and Kerb & Gutter were segmented to match the adjacent road segment where possible and no further componentisation was undertaken. Footpaths and Kerb & Gutter were originally mapped and condition assessed using a combination of video condition assessment and physical inspection. Condition information is updated as changes in the network are observed through regular inspections.

During the year Council wrote off Footpath and Kerb & Gutter infrastructure assets as part of it's renewal programme replacing the written down value with the current replacement cost.

Other Road assets

This asset class comprises Roundabouts, Speed humps, Traffic calming devices, Street Furniture, Bus Shelters and Fencing. These assets were valued by JRA, Jeff Roorda Associates during 2016 using the cost approach method utilising inputs such as estimated asset condition and useful life requiring extensive professional judgement which impacted significantly on the final determination of fair value.

Drainage Infrastructure

This assets within this class comprise pits, pipes, open channels, headwalls and various types of water quality devices. The 'Cost Approach' estimated the replacement cost for each asset by componentising the assets into significant parts with different useful lives and taking into account a range of factors. The Level of componentisation adopted by Council is in accordance with OLG Circular 09-09 and the Institute of Public Works Engineers Australias International Infrastructure Management Manual (IIMM). Inputs such as estimates of the pattern of consumption, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. Additionally due to limitations in the historical records of very long lived assets there is uncertainty regarding the actual design, specifications and dimensions of some assets. The Drainage system was valued by JRA, Jeff Roorda Associates during 2015 using the cost approach.

During the year Council wrote off Drainage infrastructure assets as part of it's renewal programme replacing the written down value with the current replacement cost.

Swimming Pools

Assets within this class comprise Council's Enfield Aquatic Centre. The indoor and outdoor pools at the aquatic centre was valued by Scott Fullarton Valuations Pty Ltd in June 2018 using the cost approach. The approach estimated the replacement cost for each pool by componentising its significant parts.

Burwood Council

Notes to the Financial Statements for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

Inputs such as estimates of the pattern of consumption, asset condition and useful life required extensive professional judgement which impacted significantly on the final determination of fair value. There has been no change to the valuation process during the reporting period.

Other Open Space/Recreational Assets

Assets within this class comprise tennis courts and fencing, synthetic turf surfaces, barbecues, playground equipment, shade structures and soft fall, park furniture, park lighting, fitness equipment, bocce courts, gazebos and signage which were valued by Jeff Roorde and Associates in June 2016 using the cost approach method.

Inputs such as estimates of the pattern of consumption, asset condition and useful life required extensive professional judgement which impacted significantly on the final determination of fair value.

During the financial year Council received Grant Funding for Playground Equipment, BBQ's, Picnic Shelters, Skateboard area and Basketball Court at Wangal Park in addition further grant funding at Blair Park included Flood Lighting, Playground, Picnic Shelters, Fencing and park Seating. Also during the year Council replaced two Playgrounds at Henley Park and one at Russell Reserve. Costs to build were current costs and the written down values of those assets replaced were written off.

Library Books

Library Books are valued at cost but are disclosed at fair value in the notes. The carrying amount of these assets is assumed to approximate fair value due to the nature of the items.

Council reviews the value of these assets against quoted prices for the gross current replacement cost of similar assets and by taking account of the pattern of consumption, estimated remaining useful life and the residual value. There has been no change to the valuation process during the reporting period.

Other Assets

This asset class comprises Computer Software implementation costs and miscellaneous computer software.

Non-current assets classified as 'held for sale'

Council does not have assets classified as "held for sale"

Burwood Council

Financial Statements 2018

Notes to the Financial Statements
for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

\$ '000

(3). Fair value measurements using significant unobservable inputs (level 2 and level 3)

a. The following tables present the changes in (level 2 and level 3) fair value asset classes.

	Held for trading	Investment property	Plant and equipment	Operational land	Community land	Land Impr- -overments depreciable	Buildings	Other structures	Total
Opening balance – 1/7/16	3	3,500	6,680	43,732	31,622	9,784	45,962	3,462	144,745
Transfers from/(to) another asset class	-	-	-	-	-	117	-	(733)	(616)
Purchases (GBV)	-	-	1,103	-	-	2,160	186	325	3,774
Disposals (WDV)	(3)	-	(541)	-	-	(82)	-	-	(606)
Depreciation and impairment	-	-	(1,214)	-	-	(219)	(1,177)	(90)	(2,700)
Fair value adjustment	-	100	-	-	4,961	-	-	-	5,061
WIP Transfers	-	-	-	-	-	1,294	-	34	1,328
Closing balance – 30/6/17	-	3,600	6,028	43,732	36,583	13,074	44,971	2,998	150,986
Purchases (GBV)	-	-	2,104	-	-	142	124	99	2,469
Disposals (WDV)	-	-	(349)	-	-	(26)	-	-	(375)
Depreciation and impairment	-	-	(1,291)	-	-	(282)	(1,066)	(110)	(2,749)
Fair value adjustment	-	220	-	77,698	-	-	8,267	-	86,185
Closing balance – 30/6/18	-	3,820	6,492	121,430	36,583	12,908	52,296	2,987	236,516
¹ FV gains recognised in the Income Statement relating to assets still on hand at year end total:	-	100	-	-	-	-	-	-	100
YE 16/17	-	220	-	-	-	-	-	-	220
YE 17/18	-	-	-	-	-	-	-	-	-

Burwood Council

Financial Statements 2018

Notes to the Financial Statements
for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

\$ '000

(3). Fair value measurements using significant unobservable inputs (Level 2 and Level 3) (continued)

a. The following tables present the changes in (Level 2 and Level 3) fair value asset classes. (continued)

	Other Road Assets	Open space/ Recreational	Roads	Footpaths	Drainage	Swimming pool	Library books	Other assets	Total
Opening balance – 1/7/16	-	4,943	141,481	35,032	28,083	3,182	337	481	213,539
Transfers from/(to) another asset class	734	(117)	-	-	-	-	-	-	617
Purchases (GBV)	657	67	2,045	2,231	835	73	132	269	6,309
Disposals (WDV)	-	-	(583)	(740)	(295)	-	-	(10)	(1,628)
Depreciation and impairment	(161)	(211)	(1,951)	(687)	(654)	(122)	(126)	(203)	(4,115)
Fair value adjustment	5,608	-	-	-	-	-	-	-	5,608
WIP Transfers	1	8	5	7	9	-	-	5	35
Closing balance – 30/6/17	6,839	4,690	140,997	35,843	27,978	3,133	343	542	220,365
Purchases (GBV)	132	2,372	2,159	2,719	637	668	130	142	8,959
Disposals (WDV)	(16)	(80)	(442)	(804)	(111)	-	-	-	(1,453)
Depreciation and impairment	(199)	(215)	(1,951)	(701)	(656)	(128)	(129)	(240)	(4,219)
Fair value adjustment	-	-	-	-	-	(520)	-	-	(520)
WIP Transfers	-	40	-	-	-	173	-	-	213
Closing balance – 30/6/18	6,756	6,807	140,763	37,057	27,848	3,326	344	444	223,345

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

(3). Fair value measurements using significant unobservable inputs (level 2 and level 3)

b. Significant unobservable valuation inputs used (for level 2 and level 3 asset classes) and their relationship to fair value.

The following table summarises the quantitative information relating to the significant unobservable inputs used in deriving the various level 3 asset class fair values.

Level 2

Investment properties

Class	Fair value (30/6/18) \$'000	Valuation techniques	Unobservable inputs
Commercial Office and Retail	3,820	Qualified Valuer	<ul style="list-style-type: none"> Estimated rental value (rate per square metre) Rental Yield

I, PPE

Class	Fair value (30/6/18) \$'000	Valuation techniques	Unobservable inputs
Operational Land	121,430	Qualified Valuer	<ul style="list-style-type: none"> Price per square metre
Buildings – Non Specialised	1,136	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life Residual value

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

Level 3

IPPE

Class	Fair value (30/6/18) \$'000	Valuation techniques	Unobservable inputs
Plant & Equipment, Office Equipment and Furniture & Fittings	6,492	Cost approach	<ul style="list-style-type: none"> Gross Replacement Cost Remaining useful life Residual value
Community Land	36,583	Land values obtained from the NSW Valuer General	<ul style="list-style-type: none"> Unimproved Capital Value (price per square metre)
Land Improvements – depreciable	12,908	Cost approach	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life Residual value
Buildings - Specialised	51,160	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life Residual value
Other Structures	2,987	Cost approach	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Roads	140,763	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Footpaths	37,057	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 20. Fair value measurement (continued)

Class	Fair Value (30/6/18) \$'000	Valuation technique/s	Unobservable inputs
Other Road Assets	6,756	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Drainage Infrastructure	27,848	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Swimming Pools	3,326	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Library Books	344	Cost approach	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Other - Open Space / Recreational	6,807	Qualified Valuer	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life
Other Assets	444	Cost approach	<ul style="list-style-type: none"> Gross Replacement Cost Asset Condition Remaining useful life Residual value

c. The valuation process for level 3 fair value measurements

Valuation process has been incorporated within 3 above.

(4). Highest and best use

All of Council's non-financial assets are considered to being utilised for their highest and best use.

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 21. Related party transactions

\$ '000

a. Key management personnel

Key management personnel (KMP) of the Council are those persons having the authority and responsibility for planning, directing and controlling the activities of the council, directly or indirectly.

The aggregate amount of KMP compensation included in the Income Statement is:

	2018	2017
Compensation:		
Short-term benefits	1,346	1,150
Post-employment benefits	204	155
Other long-term benefits	46	37
Termination benefits	385	16
Total	1,981	1,358

b. Other transactions with KMP and their related parties

Council has determined that transactions at arm's length between KMP and Council as part of Council delivering a public service objective (e.g. access to library or Council swimming pool by KMP) will not be disclosed.

There have been no transactions identified through the related party disclosure process indicating to be any significant disclosures from Key Management Persons during the year ended 30 June 2018.

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 22. Statement of developer contributions

\$ '000

Under the *Environmental Planning and Assessment Act 1979*, Council has significant obligations to provide Section 7.11 (contributions towards provision or improvement of amenities or services) infrastructure in new release areas.

It is possible that the funds contributed may be less than the cost of this infrastructure, requiring Council to borrow or use general revenue to fund the difference.

SUMMARY OF CONTRIBUTIONS AND LEVIES

PURPOSE	Opening balance	Contributions received during the year		Interest earned in year	Expenditure during year	Internal borrowing (to)/from	Held as restricted asset	Cumulative internal borrowings due/(payable)
		Cash	Non-cash					
Traffic facilities	286	-	-	3	-	-	289	-
Parking	318	-	-	4	-	-	322	-
Burwood town centre	5,129	3,449	-	64	(1,003)	-	7,639	-
Burwood LGA	289	1,679	-	11	(624)	-	1,355	-
S7.11 contributions – under a plan	6,022	5,128	-	82	(1,627)	-	9,605	-
Total S7.11 and S7.12 revenue under plans	6,022	5,128	-	82	(1,627)	-	9,605	-
S7.4 planning agreements	4,394	5,484	-	66	(1,437)	-	8,487	-
Total contributions	10,416	10,592	-	148	(3,064)	-	18,092	-

Burwood Council

Financial Statements 2018

Notes to the Financial Statements
for the year ended 30 June 2018

Note 22. Statement of developer contributions (continued)

\$ '000

57.11 CONTRIBUTIONS – UNDER A PLAN

CONTRIBUTION PLAN NUMBER - 94A New LEP

PURPOSE	Opening balance	Contributions received during the year		Interest earned in year	Expenditure during year	Internal borrowing (to)/from	Held as restricted asset	Cumulative internal borrowings due/(payable)
		Cash	Non-cash					
Traffic facilities:	286	-	-	3	-	-	289	-
Parking	318	-	-	4	-	-	322	-
Burwood town centre	5,129	3,449	-	64	(1,003)	-	7,639	-
Burwood LGA	289	1,679	-	11	(624)	-	1,355	-
Total	6,022	5,128	-	82	(1,627)	-	9,605	-

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 23(a). Statement of performance measures – consolidated results

\$ '000	Amounts 2018	Indicator 2018	Prior periods 2017	2016	Benchmark
Local government industry indicators – consolidated					
1. Operating performance ratio					
Total continuing operating revenue ⁽¹⁾ excluding capital grants and contributions less operating expenses	<u>3,380</u>	6.96%	5.58%	-0.11%	> 0.00%
Total continuing operating revenue ⁽¹⁾ excluding capital grants and contributions	<u>48,587</u>				
2. Own source operating revenue ratio					
Total continuing operating revenue ⁽¹⁾ excluding all grants and contributions	<u>45,122</u>	71.91%	83.95%	76.82%	> 60.00%
Total continuing operating revenue ⁽¹⁾	<u>62,751</u>				
3. Unrestricted current ratio					
Current assets less all external restrictions ⁽²⁾	<u>39,103</u>	4.90x	4.43x	3.59x	> 1.5x
Current liabilities less specific purpose liabilities ^(3,4)	<u>7,980</u>				
4. Debt service cover ratio					
Operating result ⁽¹⁾ before capital excluding interest and depreciation/impairment/amortisation	<u>10,674</u>	13.49x	12.40x	8.63x	> 2x
Principal repayments (Statement of Cash Flows) plus borrowing costs (Income Statement)	<u>791</u>				
5. Rates, annual charges, interest and extra charges outstanding percentage					
Rates, annual and extra charges outstanding	<u>715</u>	2.61%	2.45%	2.57%	< 5% metro
Rates, annual and extra charges collectible	<u>27,412</u>				
6. Cash expense cover ratio					
Current year's cash and cash equivalents plus all term deposits	<u>38,687</u>	10.77 mths	11.4 mths	9.9 mths	> 3 mths
Monthly payments from cash flow of operating and financing activities	<u>3,593</u>				

Notes

⁽¹⁾ Excludes fair value adjustments and reversal of revaluation decrements, net gain/(loss) on sale of assets and the net share of interests in joint ventures and associates.

⁽²⁾ Refer Notes 6-8 inclusive.

Also excludes any real estate and land for resale not expected to be sold in the next 12 months.

⁽³⁾ Refer to Notes 11 and 12.

⁽⁴⁾ Refer to Note 11(b) and 12(b) – excludes all payables and provisions not expected to be paid in the next 12 months (incl. ELE).

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 23(b). Statement of performance measures – consolidated results (graphs)

<p>1. Operating performance ratio</p> <p>Benchmark: — Minimum >=0.00%</p> <p>Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	<p>Purpose of operating performance ratio</p> <p>This ratio measures Council's achievement of containing operating expenditure within operating revenue.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 ratio 6.96%</p> <p>Council's Operating Performance Ratio has improved significantly during the current year. Council's strategies to address the gap over longer term are now evident ie Special Rate Variation, budget monitoring and expanding rating base.</p>
<p>Ratio achieves benchmark Ratio is outside benchmark</p>	<p>Ratio achieves benchmark Ratio is outside benchmark</p>	
<p>2. Own source operating revenue ratio</p> <p>Benchmark: — Minimum >=60.00%</p> <p>Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	<p>Purpose of own source operating revenue ratio</p> <p>This ratio measures fiscal flexibility. It is the degree of reliance on external funding sources such as operating grants and contributions.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 ratio 71.91%</p> <p>The ratio remains above the 69% benchmark. This can be attributed to the increased rating base associated with the new LEP and Special Rate Variation.</p>
<p>Ratio achieves benchmark Ratio is outside benchmark</p>	<p>Ratio achieves benchmark Ratio is outside benchmark</p>	<p>Ratio achieves benchmark Ratio is outside benchmark</p>
<p>3. Unrestricted current ratio</p> <p>Benchmark: — Minimum >=1.50</p> <p>Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	<p>Purpose of unrestricted current ratio</p> <p>To assess the adequacy of working capital and its ability to satisfy obligations in the short term for the unrestricted activities of Council.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 ratio 4.90x</p> <p>Council's liquidity remains strong and well above the 1.5% benchmark.</p>
<p>Ratio achieves benchmark Ratio is outside benchmark</p>	<p>Ratio achieves benchmark Ratio is outside benchmark</p>	<p>Ratio achieves benchmark Ratio is outside benchmark</p>

Burwood Council

Notes to the Financial Statements
for the year ended 30 June 2018

Note 23(b). Statement of performance measures – consolidated results (graphs)

<p>4. Debt service cover ratio</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio (x)</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>8.0</td> </tr> <tr> <td>2016</td> <td>8.6</td> </tr> <tr> <td>2017</td> <td>12.4</td> </tr> <tr> <td>2018</td> <td>13.5</td> </tr> </tbody> </table> <p>Benchmark: — Minimum ≥ 2.00 Source for benchmark: Code of Accounting Practice and Financial Reporting #25</p>	Year	Ratio (x)	2015	8.0	2016	8.6	2017	12.4	2018	13.5	<p>Purpose of debt service cover ratio</p> <p>This ratio measures the availability of operating cash to service debt including interest, principal and lease payments</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 ratio 13.49x</p> <p>Council's Debt Service Ratio has continued to increase due to better than expected Operating Result, taking into account the larger than expected Capital Grants and Contributions received during the year.</p> <p> Ratio achieves benchmark Ratio is outside benchmark</p>
Year	Ratio (x)											
2015	8.0											
2016	8.6											
2017	12.4											
2018	13.5											
<p>5. Rates, annual charges, interest and extra charges outstanding percentage</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio %</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>2.6%</td> </tr> <tr> <td>2016</td> <td>2.6%</td> </tr> <tr> <td>2017</td> <td>2.5%</td> </tr> <tr> <td>2018</td> <td>2.6%</td> </tr> </tbody> </table> <p>Benchmark: — Maximum $< 5.00\%$ Source for Benchmark: Code of Accounting Practice and Financial Reporting #26</p>	Year	Ratio %	2015	2.6%	2016	2.6%	2017	2.5%	2018	2.6%	<p>Purpose of rates and annual charges outstanding ratio</p> <p>To assess the impact of uncollected rates and annual charges on Council's liquidity and the adequacy of recovery efforts.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 ratio 2.61%</p> <p>Council actively pursues the recovery of Rates and Extra Charges as shown by the lower than the Office of Local Government benchmark.</p> <p> Ratio is within Benchmark Ratio is outside Benchmark</p>
Year	Ratio %											
2015	2.6%											
2016	2.6%											
2017	2.5%											
2018	2.6%											
<p>6. Cash expense cover ratio</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio (mths)</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>12.1</td> </tr> <tr> <td>2016</td> <td>9.9</td> </tr> <tr> <td>2017</td> <td>11.4</td> </tr> <tr> <td>2018</td> <td>10.8</td> </tr> </tbody> </table> <p>Benchmark: — Minimum ≥ 3.00 Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	Year	Ratio (mths)	2015	12.1	2016	9.9	2017	11.4	2018	10.8	<p>Purpose of cash expense cover ratio</p> <p>This liquidity ratio indicates the number of months a Council can continue paying for its immediate expenses without additional cash inflow.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 ratio 10.77 mths</p> <p>The ratio remains well in excess of the 3 month benchmark.</p> <p> Ratio achieves benchmark Ratio is outside benchmark</p>
Year	Ratio (mths)											
2015	12.1											
2016	9.9											
2017	11.4											
2018	10.8											

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 24. Financial review and commentary

\$ '000

Key financial figures of Council over the past 5 years

	Actual 2018	Actual 2017	Actual 2016	Actual 2015	Actual 2014
Financial performance figures					
Inflows:					
Rates and annual charges revenue	26,708	24,927	22,888	21,577	20,669
User charges revenue	11,622	10,235	9,563	8,765	7,648
Interest and investment revenue (losses)	1,392	1,215	2,048	1,356	1,619
Grants income – operating and capital	4,877	4,217	3,786	2,891	2,729
Total income from continuing operations	63,075	49,219	50,962	44,503	45,553
Sale proceeds from IPP&E	442	2,357	781	3,962	9,599
New loan borrowings and advances	1,000	–	–	2,000	1,000
Outflows:					
Employee benefits and on-cost expenses	17,885	17,462	17,634	16,937	16,172
Borrowing costs	325	335	354	325	260
Materials and contracts expenses	11,796	10,201	10,956	10,066	8,691
Total expenses from continuing operations	46,593	42,479	42,815	41,310	40,579
Total cash purchases of IPP&E	12,994	10,311	17,700	9,483	26,367
Total loan repayments (incl. finance leases)	466	444	422	324	197
Operating surplus/(deficit) (excl. capital income)	2,318	2,786	(9)	1,695	(2,792)
Financial position figures					
Current assets	51,911	48,993	43,690	43,093	39,170
Current liabilities	17,059	17,109	16,588	12,793	11,246
Net current assets	34,852	31,884	27,102	30,300	27,924
Available working capital (Unrestricted net current assets)	1,109	(1,552)	(2,081)	1,643	1,040
Cash and investments – unrestricted	5,813	5,274	3,263	3,239	1,613
Cash and investments – internal restrictions	28,701	26,633	21,124	25,560	21,724
Cash and investments – total	57,187	46,077	39,449	40,856	36,887
Total borrowings outstanding (Loans, advances and finance leases)	6,494	5,960	6,404	6,826	5,150
Total value of IPP&E (excl. land and earthwork)	460,630	449,094	439,889	425,645	484,074
Total accumulated depreciation	161,602	161,432	159,098	159,342	190,139
Indicative remaining useful life (as a % of GBV)	65%	64%	64%	63%	61%

Source: published audited financial statements of Council (current year and prior year)

Burwood Council

Notes to the Financial Statements

for the year ended 30 June 2018

Note 25. Council information and contact details

Principal place of business:

Suite 1, Level 2, 1-17 Elsie Street
Burwood NSW 2134

Contact details**Mailing address:**

PO Box 240
Burwood NSW 2134

Opening hours:

Monday to Friday 8.30am to 4.45pm

Telephone: 02 9911 9911

Facsimile: 02 9911 9900

Internet: www.burwood.nsw.gov.au

Email: council@burwood.nsw.gov.au

Officers**GENERAL MANAGER**

Bruce MacDonnell

Elected members**MAYOR**

Councillor Faker

RESPONSIBLE ACCOUNTING OFFICER

Wayne Armitage

AUDITORS

Audit Office of NSW

Level 15

1 Margaret Street

Sydney NSW 2000

Other information

ABN: 84 362 114 428



INDEPENDENT AUDITOR'S REPORT
Report on the general purpose financial report
Burwood Council

To the Councillors of Burwood Council

Opinion

I have audited the accompanying financial report of Burwood Council (the Council), which comprise the Income Statement and Statement of Comprehensive Income for the year ended 30 June 2018, the Statement of Financial Position as at 30 June 2018, the Statement of Changes in Equity and Statement of Cash Flows for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information, and the Statement by Councillors and Management.

In my opinion,

- the Council's accounting records have been kept in accordance with the requirements of the *Local Government Act 1993*, Chapter 13, Part 3, Division 2 (the Division)
- the financial report:
 - has been presented, in all material respects, in accordance with the requirements of this Division
 - is consistent with the Council's accounting records
 - presents fairly, in all material respects, the financial position of the Council as at 30 June 2018, and of its financial performance and its cash flows for the year then ended in accordance with Australian Accounting Standards
- all information relevant to the conduct of the audit has been obtained
- no material deficiencies in the accounting records or financial report have come to light during the audit.

My opinion should be read in conjunction with the rest of this report.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under the standards are described in the 'Auditor's Responsibilities for the Audit of the Financial Report' section of my report.

I am independent of the Council in accordance with the requirements of the:

- Australian Auditing Standards
- Accounting Professional and Ethical Standards Board's APES 110 'Code of Ethics for Professional Accountants' (APES 110).

I have fulfilled my other ethical responsibilities in accordance with APES 110.

Parliament promotes independence by ensuring the Auditor-General and the Audit Office of New South Wales are not compromised in their roles by:

- providing that only Parliament, and not the executive government, can remove an Auditor-General
- mandating the Auditor-General as auditor of councils
- precluding the Auditor-General from providing non-audit services.

I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Other Information

Other information comprises the information included in the Council's annual report for the year ended 30 June 2018, other than the financial report and my Independent Auditor's Report thereon. The Councillors are responsible for the other information. At the date of this Independent Auditor's Report, the other information I have received comprise the Special Schedules (the Schedules).

My opinion on the financial report does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information. However, as required by the *Local Government Act 1993*, I have separately expressed an opinion on and Special Schedule 2 - Permissible income for general rates.

In connection with my audit of the financial report, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or my knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work I have performed, I conclude there is a material misstatement of the other information, I must report that fact.

I have nothing to report in this regard.

The Councillors' Responsibilities for the Financial Report

The Councillors are responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards and the *Local Government Act 1993*, and for such internal control as the Councillors determine is necessary to enable the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Councillors are responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting except where the Council will be dissolved or amalgamated by an Act of Parliament, or otherwise cease operations.

Auditor's Responsibilities for the Audit of the Financial Report

My objectives are to:

- obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error
- issue an Independent Auditor's Report including my opinion.

Reasonable assurance is a high level of assurance, but does not guarantee an audit conducted in accordance with Australian Auditing Standards will always detect material misstatements. Misstatements can arise from fraud or error. Misstatements are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions users take based on the financial report.

A description of my responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at: www.auasb.gov.au/auditors_responsibilities/ar4.pdf. The description forms part of my auditor's report.

My opinion does *not* provide assurance:

- that the Council carried out its activities effectively, efficiently and economically
- on the Original Budget information included in the Income Statement, Statement of Cash Flows, and Note 19 Material budget variations
- on the Special Schedules. A separate opinion has been provided on Special Schedule 2 - Permissible income for general rates
- about the security and controls over the electronic publication of the audited financial report on any website where it may be presented
- about any other information which may have been hyperlinked to/from the financial report.



Renee Meimaroglou
Director, Financial Audit Services

19 October 2018
SYDNEY



Mr John Faker
 Mayor
 Burwood Council
 PO Box 240
 BURWOOD NSW 1805

Contact: Renee Meimaroglou
 Phone no: 9275 7100
 Our ref: D1821847/F1702

19 October 2018

Dear Mayor

**Report on the Conduct of the Audit
 for the year ended 30 June 2018
 Burwood Council**

I have audited the general purpose financial statements of Burwood Council (the Council) for the year ended 30 June 2018 as required by section 415 of the *Local Government Act 1993* (the Act).

I expressed an unmodified opinion on the Council's general purpose financial statements.

This Report on the Conduct of the Audit (the Report) for the Council for the year ended 30 June 2018 is issued in accordance with section 417 of the Act. This Report should be read in conjunction with my audit opinion on the general purpose financial statements issued under section 417(2) of the Act.

INCOME STATEMENT

Operating result

	2018 \$m	2017 \$m	Variance %
Rates and annual charges revenue	26.7	24.9	↑ 7.2
Grants and contributions revenue	17.6	7.9	↑ 122.8
Operating result for the year	16.5	6.7	↑ 146.3
Net operating result before capital amounts	2.3	2.8	↓ 17.9

Our insights inform and challenge government to improve outcomes for citizens



Council's operating result (\$16.5 million including the effect of depreciation and amortisation expense of \$7 million) was \$9.7 million higher than the 2016–17 result. This was mainly due to an increase in capital grants and developer contributions.

The net operating result before capital grants and contributions (\$2.3 million) was \$0.5 million lower than the 2016–17 result.

Rates and annual charges revenue (\$26.7 million) increased by \$1.8 million (7.2 per cent) in 2017–2018. Council had an approved Special Rate Variation which resulted in an increase of general rates revenue by 7.5 per cent in 2017–18.

Grants and contributions revenue (\$17.6 million) increased by \$9.7 million (122.8 per cent) in 2017–2018 due to increased developer contributions resulting from significant development activity in the area.

STATEMENT OF CASH FLOWS

- The Statement of Cash Flows illustrates the flow of cash and cash equivalents moving in and out of Council during the year and reveals that cash increased by \$860,000 to \$7.2 million at the close of the year.
- The increase in operating activities is due to the receipt of additional developer contributions.
- The variance in financing activities was due to taking up borrowings of \$1 million during the year.



FINANCIAL POSITION

Cash and Investments

Cash and Investments	2018	2017	Commentary
	\$m	\$m	
External restrictions	22.7	14.2	• External restrictions include unspent specific purpose grants, developer contributions, and domestic waste management charges, and unexpended loans.
Internal restrictions	28.7	26.6	
Unrestricted	5.8	5.3	
Cash and investments	57.2	46.1	• Balances are internally restricted due to Council policy or decisions for forward plans including works program. • Unrestricted balances provide liquidity for day-to-day operations.

Debt

After repaying principal and interest of \$791,000 and taking up an additional borrowing of \$1 million during the financial year, total debt as at 30 June 2018 is \$6.5 million (2017: \$6.0 million)

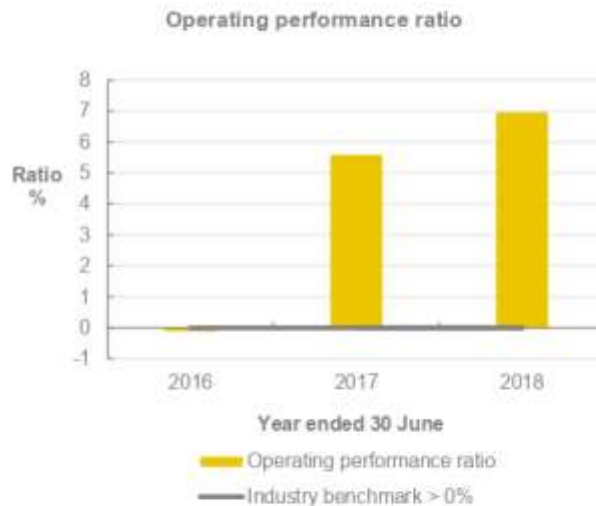
PERFORMANCE RATIOS

The definition of each ratio analysed below (except for the 'building and infrastructure renewals ratio') is included in Note 23 of the Council's audited general purpose financial statements. The 'building and infrastructure renewals ratio' is defined in Council's Special Schedule 7 which has not been audited.

Operating performance ratio

Council's operating performance indicator of 7 per cent in 2017-18 (5.6 per cent in 2016-17) exceeded the industry benchmark. This is mainly due to the Council receiving a special rate variation for 2017-2018 and an expanding rates base due to development activity.

The 'operating performance ratio' measures how well council contained operating expenditure within operating revenue (excluding capital grants and contributions, fair value adjustments, and reversal of revaluation decrements). The benchmark set by the Office of Local Government (OLG) is greater than zero per cent.



Own source operating revenue ratio

- Council's own source operating revenue ratio of 71.9 per cent in 2017-18 (84 per cent in 2016-17) exceeded the industry benchmark.
- This ratio is obtained by calculating the total continuing operating revenue excluding all grants and contributions divided by the total continuing operating revenue. This indicator fluctuates with movements in grants and contributions, which were significantly higher in 2017-18.

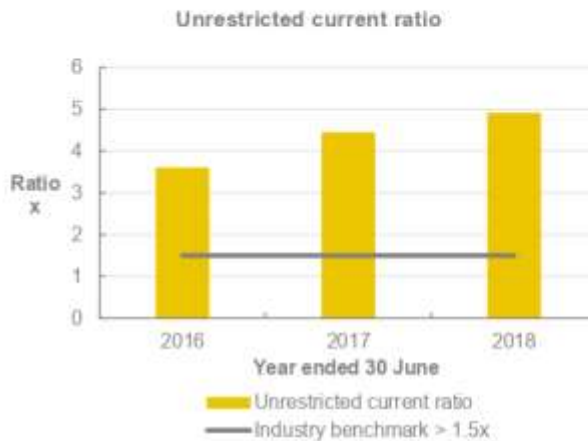
The 'own source operating revenue ratio' measures council's fiscal flexibility and the degree to which it relies on external funding sources such as operating grants and contributions. The benchmark set by OLG is greater than 60 per cent.



Unrestricted current ratio

- This ratio indicated that Council currently had 4.9 times of unrestricted assets available to service every one dollar of its unrestricted current liabilities.
- Council's unrestricted current ratio increased to 4.9 as at 30 June 2018 (4.4 in 2017) and exceeded the benchmark of 1.5 times. The improvement in the ratio is due to increased cash and investments.

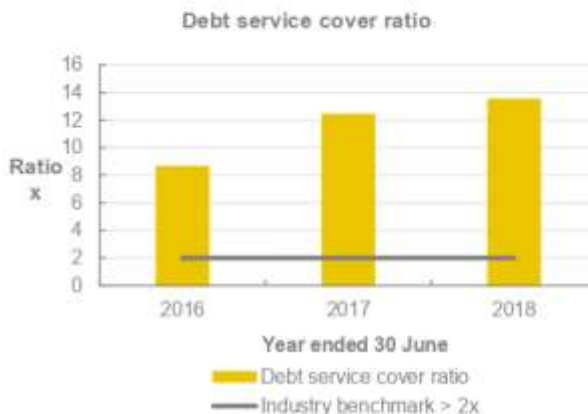
The 'unrestricted current ratio' is specific to local government and represents council's ability to meet its short-term obligations as they fall due. The benchmark set by OLG is greater than 1.5 times.



Debt service cover ratio

The debt service cover ratio for the Council as at 30 June 2018 is 13.5 (12.4 in 2017) which is above the industry benchmark.

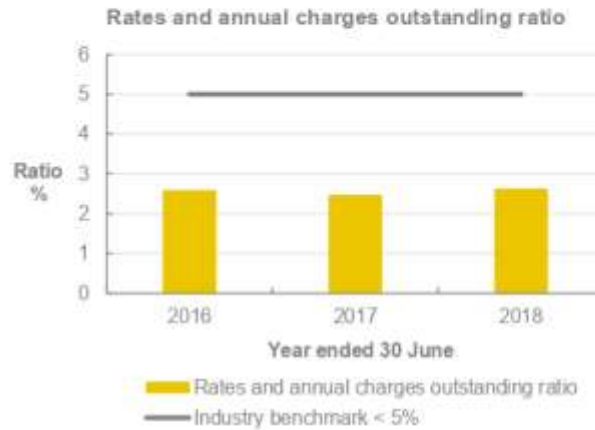
The 'debt service cover ratio' measures the operating cash to service debt including interest, principal and lease payments. The benchmark set by OLG is greater than two times.



Rates and annual charges outstanding ratio

- The rates and annual charges outstanding ratio of the Council is 2.6 per cent as at 30 June 2018 (2.5 per cent as at 30 June 2017) and continues to better than the industry benchmark of being below 5 per cent.

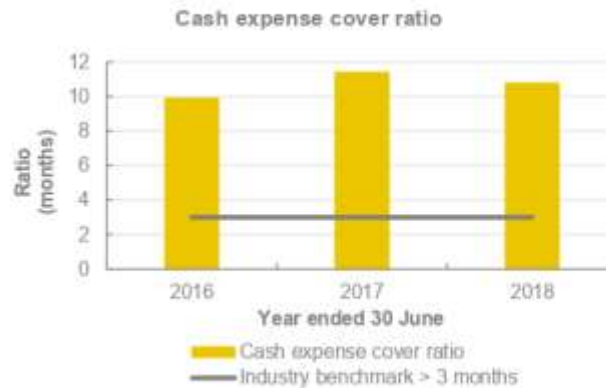
The 'rates and annual charges outstanding ratio' assesses the impact of uncollected rates and annual charges on council's liquidity and the adequacy of debt recovery efforts. The benchmark set by OLG is less than 5 per cent for metro councils.



Cash expense cover ratio

- Council's cash expense cover ratio of 10.8 months in 2018 (11.4 months in 2017) well exceeded the industry benchmark.

This liquidity ratio indicates the number of months the Council can continue paying for its immediate expenses without additional cash inflow. The benchmark set by OLG is greater than three months.

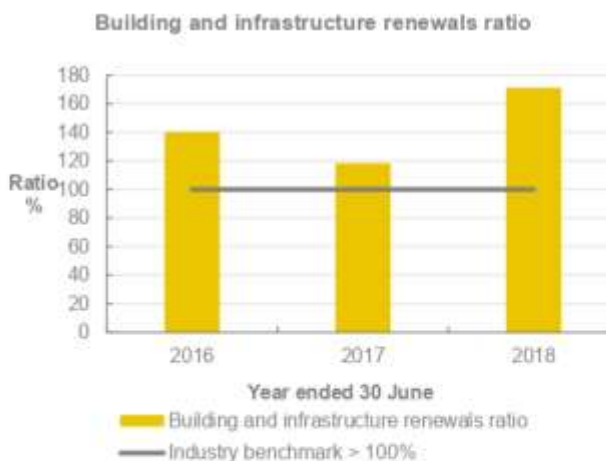


Building and infrastructure renewals ratio (unaudited)

- Council's building and infrastructure renewals ratio of 170.6 per cent exceeded the industry benchmark.

The 'building and infrastructure renewals ratio' assesses the rate at which these assets are being renewed against the rate at which they are depreciating. The benchmark set by OLG is greater than 100 per cent.

This ratio is sourced from council's Special Schedule 7 which has not been audited.



OTHER MATTERS

New accounting standards implemented

AASB 2016-2 'Disclosure Initiative – Amendments to AASB 107'

Effective for annual reporting periods beginning on or after 1 January 2017	<p>This Standard requires entities to provide disclosures that enable users of financial statements to evaluate changes (both cash flows and non-cash changes) in liabilities arising from financing activities.</p> <p>Council's disclosure of the changes in their liabilities arising from financing activities is disclosed in Note 11(c).</p>
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Legislative compliance

My audit procedures did not identify any instances of non-compliance with legislative requirements or a material deficiency in the Council's accounting records or financial reports. The Council's:

- accounting records were maintained in a manner and form to allow the general purpose financial statements to be prepared and effectively audited
- staff provided all accounting records and information relevant to the audit.



Renee Meimaroglou
 Director, Financial Audit Services

cc: Mr Bruce Macdonnell, General Manager
 Ms Sandra Mulder, Chair of the Audit Committee
 Mr Tim Hurst, Chief Executive of the Office of Local Government

Burwood Council

SPECIAL PURPOSE FINANCIAL STATEMENTS
for the year ended 30 June 2018

To make Burwood vibrant, prosperous,
progressive and proud of its history and heritage



Burwood Council
heritage • progress • pride

Burwood Council

Special Purpose Financial Statements
for the year ended 30 June 2018

Council has no business activities in the context of National Competition Policy

Burwood Council

SPECIAL SCHEDULES
for the year ended 30 June 2018

To make Burwood vibrant, prosperous,
progressive and proud of its history and heritage



Burwood Council
heritage • progress • pride

Burwood Council

Special Schedules

for the year ended 30 June 2018

Contents

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Special Schedules ¹

Special Schedule 1	Net Cost of Services	2
Special Schedule 2	Permissible income for general rates	4
Special Schedule 2	Independent Auditors Report	5
Special Schedule 7	Report on Infrastructure Assets	8

¹ Special Schedules are not audited (with the exception of Special Schedule 2).

Background

- (i) These Special Schedules have been designed to meet the requirements of special purpose users such as;
- the NSW Grants Commission
 - the Australian Bureau of Statistics (ABS),
 - the NSW Office of Water (NOW), and
 - the Office of Local Government (OLG).
- (ii) The financial data is collected for various uses including;
- the allocation of Financial Assistance Grants,
 - the incorporation of Local Government financial figures in national statistics,
 - the monitoring of loan approvals,
 - the allocation of borrowing rights, and
 - the monitoring of the financial activities of specific services.

Burwood Council

Special Schedule 1 – Net Cost of Services

for the year ended 30 June 2018

Function or activity	Expenses from continuing operations	Income from continuing operations		Net cost of services
		Non-capital	Capital	
Governance	605	2	10,591	9,988
Administration	11,361	2,502	–	(8,859)
Public order and safety				
Fire service levy, fire protection, emergency services	18	–	–	(18)
Beach control	–	–	–	–
Enforcement of local government regulations	974	634	–	(340)
Animal control	102	26	–	(76)
Other	269	105	–	(164)
Total public order and safety	1,363	765	–	(598)
Health	411	288	–	(123)
Environment				
Noxious plants and insect/vermin control	–	–	–	–
Other environmental protection	278	(61)	–	(339)
Solid waste management	5,269	5,576	–	307
Street cleaning	1,536	–	–	(1,536)
Drainage	–	–	–	–
Stormwater management	944	279	–	(665)
Total environment	8,027	5,794	–	(2,233)
Community services and education				
Administration and education	627	21	–	(606)
Social protection (welfare)	91	–	–	(91)
Aged persons and disabled	1,290	1,190	–	(100)
Children's services	477	91	–	(386)
Total community services and education	2,485	1,302	–	(1,183)
Housing and community amenities				
Public cemeteries	–	–	–	–
Public conveniences	131	–	–	(131)
Street lighting	568	80	–	(488)
Town planning	2,646	1,455	–	(1,191)
Other community amenities	–	–	–	–
Total housing and community amenities	3,345	1,535	–	(1,810)

Burwood Council

Special Schedule 1 – Net Cost of Services (continued)
for the year ended 30 June 2018

Function or activity	Expenses from continuing operations	Income from continuing operations		Net cost of services
		Non-capital	Capital	
Recreation and culture				
Public libraries	2,250	93	140	(2,017)
Museums	-	-	-	-
Art galleries	-	-	-	-
Community centres and halls	652	184	-	(468)
Performing arts venues	-	-	-	-
Other performing arts	-	-	-	-
Other cultural services	-	-	-	-
Sporting grounds and venues	1,215	106	-	(1,109)
Swimming pools	2,178	1,608	-	(570)
Parks and gardens (lakes)	2,195	18	1,659	(518)
Other sport and recreation	-	-	-	-
Total recreation and culture	8,490	2,009	1,799	(4,682)
Fuel and energy	-	-	-	-
Agriculture	-	-	-	-
Mining, manufacturing and construction				
Building control	466	-	-	(466)
Other mining, manufacturing and construction	-	-	-	-
Total mining, manufacturing and const.	466	-	-	(466)
Transport and communication				
Urban roads (UR) – local	3,460	615	1,694	(1,151)
Urban roads – regional	-	-	-	-
Sealed rural roads (SRR) – local	-	-	-	-
Sealed rural roads (SRR) – regional	-	-	-	-
Unsealed rural roads (URR) – local	-	-	-	-
Unsealed rural roads (URR) – regional	-	-	-	-
Bridges on UR – local	-	-	-	-
Bridges on SRR – local	-	-	-	-
Bridges on URR – local	-	-	-	-
Bridges on regional roads	-	-	-	-
Parking areas	2,371	6,856	-	4,485
Footpaths	3,432	403	-	(3,029)
Aerodromes	-	-	-	-
Other transport and communication	777	2,890	80	2,193
Total transport and communication	10,040	10,764	1,774	2,498
Economic affairs				
Camping areas and caravan parks	-	-	-	-
Other economic affairs	-	-	-	-
Total economic affairs	-	-	-	-
Totals – functions	46,593	24,961	14,164	(7,468)
General purpose revenues ⁽¹⁾	-	23,846	-	23,846
Share of interests – joint ventures and associates using the equity method	-	104	-	104
NET OPERATING RESULT ⁽²⁾	46,593	48,911	14,164	16,482

(1) Includes: rates and annual charges (including ex gratia, excluding water and sewer), non-capital general purpose grants, interest on investments (excluding externally restricted assets) and interest on overdue rates and annual charges. (2) As reported in the Income Statement

Burwood Council

Special Schedule 2 – Permissible income for general rates

for the year ended 30 June 2019

\$'000		Calculation 2018/19	Calculation 2017/18
Notional general income calculation ⁽¹⁾			
Last year notional general income yield	a	21,654	19,778
Plus or minus adjustments ⁽²⁾	b	130	460
Notional general income	c = (a + b)	21,784	20,238
Permissible income calculation			
Special variation percentage ⁽³⁾	d	0.00%	7.50%
Or rate peg percentage	e	2.30%	0.00%
Or crown land adjustment (incl. rate peg percentage)	f	0.00%	0.00%
Less expiring special variation amount	g	–	–
Plus special variation amount	h = d x (c – g)	–	1,518
Or plus rate peg amount	i = c x e	501	–
Or plus Crown land adjustment and rate peg amount	j = c x f	–	–
Sub-total	k = (c + g + h + i + j)	22,285	21,756
Plus (or minus) last year's carry forward total	l	100	(1)
Less valuation objections claimed in the previous year	m	–	–
Sub-total	n = (l + m)	100	(1)
Total permissible income	o = k + n	22,385	21,754
Less notional general income yield	p	22,454	21,654
Catch-up or (excess) result	q = o – p	(69)	100
Plus income lost due to valuation objections claimed ⁽⁴⁾	r	–	–
Less unused catch-up ⁽⁵⁾	s	–	–
Carry forward to next year	t = q + r – s	(69)	100

Notes

- (1) The notional general income will not reconcile with rate income in the financial statements in the corresponding year. The statements are reported on an accrual accounting basis which include amounts that relate to prior years' rates income.
- (2) Adjustments account for changes in the number of assessments and any increase or decrease in land value occurring during the year. The adjustments are called 'supplementary valuations' as defined in the *Valuation of Land Act 1916*.
- (3) The 'special variation percentage' is inclusive of the rate peg percentage and where applicable Crown land adjustment.
- (4) Valuation objections are unexpected changes in land values as a result of land owners successfully objecting to the land value issued by the Valuer-General. Councils can claim the value of the income lost due to valuation objections in any single year.
- (5) Unused catch-up amounts will be deducted if they are not caught up within 2 years. Usually councils will have a nominal carry forward figure. These amounts can be adjusted for in setting the rates in a future year.
- (6) Carry forward amounts which are in excess (an amount that exceeds the permissible income) require ministerial approval by order published in the *NSW Government Gazette* in accordance with section 512 of the *Local Government Act 1993*. The OLG will extract these amounts from Council's Special Schedule 2 in the financial data return (FDR) to administer this process.



INDEPENDENT AUDITOR'S REPORT

Special Schedule 2 - Permissible Income for general rates

Burwood Council

To the Councillors of Burwood Council

Opinion

I have audited the accompanying Special Schedule 2 – Permissible Income for general rates (the Schedule) of Burwood Council (the Council) for the year ending 30 June 2019.

In my opinion, the Schedule of the Council for the year ending 30 June 2019 is prepared, in all material respects in accordance with the requirements of the Local Government Code of Accounting Practice and Financial Reporting (LG Code) issued by the Office of Local Government (OLG), and is in accordance with the books and records of the Council.

My opinion should be read in conjunction with the rest of this report.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under the standards are described in the 'Auditor's Responsibilities for the Audit of the Schedule' section of my report.

I am independent of the Council in accordance with the requirements of the:

- Australian Auditing Standards
- Accounting Professional and Ethical Standards Board's APES 110 'Code of Ethics for Professional Accountants' (APES 110).

I have fulfilled my other ethical responsibilities in accordance with APES 110.

Parliament promotes independence by ensuring the Auditor-General and the Audit Office of New South Wales are not compromised in their roles by:

- providing that only Parliament, and not the executive government, can remove an Auditor-General
- mandating the Auditor-General as auditor of councils
- precluding the Auditor-General from providing non-audit services.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Emphasis of Matter – Basis of Accounting

Without modifying my opinion, I draw attention to the special purpose framework used to prepare the Schedule. The Schedule had been prepared for the purpose of fulfilling the Council's reporting obligations under the LG Code. As a result, the Schedule may not be suitable for another purpose.

Other Information

Other information comprises the information included in the Council's annual report for the year ended 30 June 2018, other than the Schedule and my Independent Auditor's Report thereon. The Councillors are responsible for the other information. At the date of this Independent Auditor's Report, the other information I have received comprise the general purpose financial statements and the Special Schedules excluding Special Schedule 2 (the other Schedules).

My opinion on the Schedule does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information. However, as required by the *Local Government Act 1993*, I have separately expressed an opinion on the general purpose financial statements.

In connection with my audit of the Schedule, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the Schedule or my knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work I have performed, I conclude there is a material misstatement of the other information, I must report that fact.

I have nothing to report in this regard.

The Councillors' Responsibilities for the Schedule

The Councillors are responsible for the preparation of the Schedule in accordance with the LG Code. The Councillors' responsibility also includes such internal control as the Councillors determine is necessary to enable the preparation of the Schedule that is free from material misstatement, whether due to fraud or error.

In preparing the Schedule, the Councillors are responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting, unless it is not appropriate to do so.

Auditor's Responsibilities for the Audit of the Schedule

My objectives are to:

- obtain reasonable assurance whether the Schedule as a whole is free from material misstatement, whether due to fraud or error
- issue an Independent Auditor's Report including my opinion.

Reasonable assurance is a high level of assurance, but does not guarantee an audit conducted in accordance with Australian Auditing Standards will always detect material misstatements. Misstatements can arise from fraud or error. Misstatements are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions users take based on the Schedule.

A description of my responsibilities for the audit of the Schedule is located at the Auditing and Assurance Standards Board website at: www.auasb.gov.au/auditors_responsibilities/ar8.pdf. The description forms part of my auditor's report.

My opinion does *not* provide assurance:

- that the Council carried out its activities effectively, efficiently and economically
- about the security and controls over the electronic publication of the audited Schedule on any website where it may be presented
- about any other information which may have been hyperlinked to/from the Schedule.



Renee Meimaroglou
Director, Financial Audit Services

19 October 2018
SYDNEY

Burwood Council

Special Schedules 2018

Special Schedule 7 – Report on Infrastructure Assets as at 30 June 2018

Asset class	Asset category	Estimated cost to bring assets to satisfactory standard	Estimated cost to bring to the agreed level of service set by Council	2017/18 Required maintenance*	2017/18 Actual maintenance	Net carrying amount	Gross replacement cost (GRC)	Assets in condition as a percentage of gross replacement cost					
								1	2	3	4	5	
\$'000													
Buildings	Council Offices / Administration Centre	100	100	160	177	11,005	11,923	100%	0%	0%	0%	0%	0%
	Council Works Depot	600	600	120	113	576	3,500	0%	0%	0%	100%	0%	0%
	Council Public Halls	250	250	150	179	4,904	6,576	80%	40%	0%	0%	0%	0%
	Libraries	-	-	160	210	11,967	12,418	100%	0%	0%	0%	0%	0%
	Other Buildings	230	230	60	27	421	2,399	85%	15%	0%	0%	0%	0%
	Child Care Centres	50	50	60	24	3,411	3,756	0%	100%	0%	0%	0%	0%
	Amenities Buildings	80	80	80	72	2,166	4,195	10%	0%	75%	15%	0%	0%
	SES	100	100	-	4	251	813	0%	0%	100%	0%	0%	0%
	Council Houses	500	500	60	62	1,136	4,413	0%	17%	83%	0%	0%	0%
	Car Park	85	85	100	266	16,459	16,106	50%	50%	0%	0%	0%	0%
	Sub-total	1,995	1,995	950	1,134	52,296	66,099	58.7%	23.5%	11.5%	6.2%	0.0%	0.0%
	Other structures	200	200	250	172	2,987	3,495	80%	15%	15%	10%	0%	0%
	Sub-total	200	200	250	172	2,987	3,495	60.0%	15.0%	15.0%	10.0%	0.0%	0.0%
	Roads	Sealed Roads Surface	6,694	6,694	355	502	16,508	31,491	22%	18%	32%	22%	6%
Sealed Roads Structure		946	946	147	1,213	124,255	164,639	26%	22%	48%	3%	1%	
Other road assets		-	-	326	287	6,756	8,432	38%	57%	4%	1%	0%	
Footpaths		-	-	571	571	18,587	22,827	13%	12%	69%	6%	0%	
Kerb & Gutter		-	-	203	203	18,470	31,351	5%	8%	86%	1%	0%	
Sub-total	7,630	7,630	1,602	2,776	184,576	258,740	22.2%	20.1%	51.1%	5.3%	1.4%	0.0%	

Burwood Council

Special Schedules 2018

Special Schedule 7 – Report on Infrastructure Assets as at 30 June 2018 (continued)

Asset class	Asset category	Estimated cost to bring assets to satisfactory standard	Estimated cost to bring to the agreed level of service set by Council	2017/18 Required maintenance ^a	2017/18 Actual maintenance	Net carrying amount	Gross replacement cost (GRC)	Assets in condition as a percentage of gross replacement cost				
								1	2	3	4	5
Stormwater drainage	Stormwater Pipes	8,671	8,671	555	134	21,692	56,533	46%	13%	12%	4%	25%
	Stormwater Pits and Grates	1,426	1,426	124	40	6,156	10,910	46%	13%	12%	4%	25%
	Sub-total	10,097	10,097	679	174	27,848	67,443	46.0%	13.0%	12.0%	4.0%	25.0%
Open space/ ^a recreational assets	Swimming pools	700	700	400	494	3,326	5,325	25%	45%	30%	0%	0%
	Open space / Recreational	-	-	2,000	2,332	6,807	8,482	50%	25%	25%	0%	0%
	Sub-total	700	700	2,400	2,826	10,133	13,807	40.4%	32.7%	26.9%	0.0%	0.0%
TOTAL – ALL ASSETS		20,622	20,622	5,881	7,082	277,840	409,584	33.0%	19.8%	37.1%	5.1%	5.0%

Notes:

^a Required maintenance is the amount identified in Council's asset management plans.

Infrastructure asset condition assessment 'Key'

1	Excellent/very good	No work required (normal maintenance)
2	Good	Only minor maintenance work required
3	Satisfactory	Maintenance work required
4	Poor	Renewal required
5	Very poor	Urgent renewal/upgrading required

Burwood Council

Special Schedule 7 – Report on Infrastructure Assets (continued)
for the year ended 30 June 2018

	Amounts 2018	Indicator 2018	Prior periods		Benchmark
			2017	2016	
Infrastructure asset performance indicators * consolidated					
1. Buildings and infrastructure renewals ratio ⁽¹⁾					
Asset renewals ⁽²⁾	8,576	170.63%	117.71%	139.73%	>= 100%
Depreciation, amortisation and impairment	5,026				
2. Infrastructure backlog ratio ⁽¹⁾					
Estimated cost to bring assets to a satisfactory standard	20,622	7.09%	7.28%	7.64%	< 2.00%
Net carrying amount of infrastructure assets	290,748				
3. Asset maintenance ratio					
Actual asset maintenance	7,082	120.42%	102.59%	90.86%	> 100%
Required asset maintenance	5,881				
4. Cost to bring assets to agreed service level					
Estimated cost to bring assets to an agreed service level set by Council	20,622	5.03%	5.16%	5.22%	
Gross replacement cost	409,584				

Notes

* All asset performance indicators are calculated using the asset classes identified in the previous table.

⁽¹⁾ Excludes Work In Progress (WIP)

⁽²⁾ Asset renewals represent the replacement and/or refurbishment of existing assets to an equivalent capacity/performance as opposed to the acquisition of new assets (or the refurbishment of old assets) that increases capacity/performance.

Burwood Council

Special Schedule 7 – Report on Infrastructure Assets (continued)
for the year ended 30 June 2018

<p>1. Buildings and infrastructure renewals ratio</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio %</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>96%</td> </tr> <tr> <td>2016</td> <td>140%</td> </tr> <tr> <td>2017</td> <td>118%</td> </tr> <tr> <td>2018</td> <td>171%</td> </tr> </tbody> </table> <p>Benchmark: ——— Minimum >=100.00% Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	Year	Ratio %	2015	96%	2016	140%	2017	118%	2018	171%	<p>Purpose of asset renewals ratio</p> <p>To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 Ratio 170.63%</p> <p>Council continues with its strategic assets management programme delivering another improved result for the year.</p> <p>Ratio achieves benchmark Ratio is outside benchmark</p>
Year	Ratio %											
2015	96%											
2016	140%											
2017	118%											
2018	171%											
<p>2. Infrastructure backlog ratio</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio %</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>7.9%</td> </tr> <tr> <td>2016</td> <td>7.6%</td> </tr> <tr> <td>2017</td> <td>7.3%</td> </tr> <tr> <td>2018</td> <td>7.1%</td> </tr> </tbody> </table> <p>Benchmark: ——— Maximum <2.00% Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	Year	Ratio %	2015	7.9%	2016	7.6%	2017	7.3%	2018	7.1%	<p>Purpose of infrastructure backlog ratio</p> <p>This ratio shows what proportion the backlog is against the total value of a Council's infrastructure.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 Ratio 7.09%</p> <p>Council is slowly reducing its backlog through a strategic asset management programme.</p> <p>Ratio achieves benchmark Ratio is outside benchmark</p>
Year	Ratio %											
2015	7.9%											
2016	7.6%											
2017	7.3%											
2018	7.1%											
<p>3. Asset maintenance ratio</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio %</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>72%</td> </tr> <tr> <td>2016</td> <td>91%</td> </tr> <tr> <td>2017</td> <td>102.59%</td> </tr> <tr> <td>2018</td> <td>120.42%</td> </tr> </tbody> </table> <p>Benchmark: ——— Minimum >100.00% Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	Year	Ratio %	2015	72%	2016	91%	2017	102.59%	2018	120.42%	<p>Purpose of asset maintenance ratio</p> <p>Compares actual vs. required annual asset maintenance. A ratio above 100% indicates Council is investing enough funds to stop the infrastructure backlog growing.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 Ratio 120.42%</p> <p>Council continues to effectively manage its assets, resulting in another improved outcome for the year.</p> <p>Ratio achieves benchmark Ratio is outside benchmark</p>
Year	Ratio %											
2015	72%											
2016	91%											
2017	102.59%											
2018	120.42%											
<p>4. Cost to bring assets to agreed service level</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Ratio %</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>5.5%</td> </tr> <tr> <td>2016</td> <td>5.2%</td> </tr> <tr> <td>2017</td> <td>5.2%</td> </tr> <tr> <td>2018</td> <td>5.0%</td> </tr> </tbody> </table> <p>Benchmark: ——— Minimum >100.00% Source for benchmark: Code of Accounting Practice and Financial Reporting #26</p>	Year	Ratio %	2015	5.5%	2016	5.2%	2017	5.2%	2018	5.0%	<p>Purpose of agreed service level ratio</p> <p>This ratio provides a snapshot of the proportion of outstanding renewal works compared to the total value of assets under Council's care and stewardship.</p>	<p>Commentary on 2017/18 result</p> <p>2017/18 Ratio 5.03%</p> <p>Council continues with its strategic asset management programme effectively managing its assets.</p> <p>Ratio achieves benchmark Ratio is outside benchmark</p>
Year	Ratio %											
2015	5.5%											
2016	5.2%											
2017	5.2%											
2018	5.0%											

(ITEM 107/18) ADOPTION - REVISED DISTRIBUTION OF POLITICAL MATERIAL BY ANY POLITICAL ORGANISATION OR INDIVIDUAL AT BURWOOD COUNCIL EVENTS

File No: 18/36644

REPORT BY ACTING DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE AND COMMUNITY

Summary

The Distribution of Political Material by any Political Organisation or Individual at Burwood Council Events Policy has been reviewed in line with Council Policy Review Program and is now submitted to Council for adoption.

The purpose of the Policy is to ensure that Burwood Council events are not used to promote political views and political parties.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

The Policy was first introduced through a Mayoral Minute on 28 September 2004. The Policy was last adopted by Council on 23 June 2014 and has now been reviewed in line with Council's Policy Review Program.

Proposal

The Policy has been reviewed and only one amendment has been made in the purpose which now states "To ensure that Burwood Council events are not used to promote political views or political parties".

The amendments are in red within the document.

The Policy is now submitted to Council for adoption.

Consultation

The Policy has been endorsed by the General Manager and Council's Policy, Corporate Practice and Procedures Panel.

Planning or Policy Implications

Once adopted by Council, all Council Officers will be notified of the requirements of the Policy via the internal staff newsletter and the Policy will be published on Council's website and the Councillor Portal.

Financial Implications

No Financial implications.

Conclusion

That Council adopts the Draft Distribution of Political Material by any Political Organisation or Individual at Burwood Council Events.

Recommendation(s)

That Council adopt the revised Distribution of Political Material by any Political Organisation or Individual at Burwood Council Events Policy.

Attachments

- 1 [↓](#) Revised - Distribution of Political Material by Any Political Organisation or Individual at Burwood Council Events



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Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134, PO Box 240, BURWOOD NSW 1805,
Phone: 9911-9911 - Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

REVISED - DISTRIBUTION OF POLITICAL MATERIAL BY ANY POLITICAL ORGANISATION OR INDIVIDUAL AT BURWOOD COUNCIL EVENTS

Public Document
Adopted by Council:
Trim No: 18/24699
Version No.: 3
Ownership: Governance

Purpose

To ensure that Burwood Council events are not used to promote political views **and political parties**.

Scope

This Policy affects members of the public, political organisations, Councillors and Council Officers.

Council Policy

Burwood Council prohibits the distribution of political material by political parties or groups or individuals at any Burwood Council related event including citizenship ceremonies, and any other Council events organised throughout the year.

Burwood Council prohibits all local, federal and state politicians, political parties or groups or individuals from obtaining stalls or other paid or unpaid space at Burwood Council related events, for the purpose of promoting political views at these events.

Political entities will not be recognised for any laying of wreaths at Council organised memorial events.

Review

This Policy will be reviewed every four years.

Contact

Governance Co-ordinator on 9911 9910

(ITEM 108/18) POLICIES TO BE RESCINDED BY COUNCIL

File No: 18/36660

REPORT BY ACTING DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE AND COMMUNITY

Summary

To seek Council's rescission of the Committees with Authority Delegated by an External Body, Council Advisory Committees – Information Kit, Burwood Library Displays and Exhibitions Policy and Burwood Library Meeting Room Use Policy as these documents are no longer relevant.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

One of the major functions of the Policy, Corporate Practice and Procedures Panel is to monitor the updating of policies, corporate practices and procedures to ensure that they are current, comply with relevant legislation and are consistent with other related documentation.

The Panel is currently undertaking a systematic review of Council policies with a view to ensuring that the Register is up to date and correct.

Comment

The following Council policies have been deemed to be redundant for the following reasons:

Policy	Date Adopted	Assessment
Committees with Authority by Delegated by an External Body, Committees formed under Specific Agreement/Deeds and Internal Councillor Working Groups and Community Advisory Committees Supported by Council	26 September 2006	The document is not a policy, it is a summary of the Constitutions, when and where meetings are held, membership and budget. It should therefore be rescinded by Council.
Council Advisory Committees – Information Kit	7 October 2008	The document is not a policy document and is a list of the types of reports provided to Advisory Committees. It should therefore be rescinded by Council.
Burwood Library Displays and Exhibition Policy	24 April 2012	This policy relates to the old library building (Deane Street).
Burwood Library Meeting Room Policy	24 July 2012	This policy relates to the old library building (Deane Street).

Consultation

The rescission of these documents has been endorsed by the General Manager and the Policy, Corporate Practice and Procedures Panel.

These Policies will be removed from Council's website and communicated to Council Officers via the internal staff newsletter.

Financial Implications

No Financial implications.

Conclusion

That Council rescinds the Committees with Authority Delegated by an External Body, Council Advisory Committees – Information Kit, Burwood Library Displays and Exhibitions Policy and Burwood Library Meeting Room Use Policy as they are no longer required.

Recommendation(s)

That Council rescinds the:

1. Committees with Authority Delegated by an External Body
2. Council Advisory Committees – Information Kit
3. Burwood Library Displays and Exhibitions Policy
4. Burwood Library Meeting Room Use Policy

as they are no longer relevant or have been superseded.

Attachments

- 1 [↓](#) Committees with Authority Delegated by an External Body
- 2 [↓](#) Council Advisory Committees - Information Kit
- 3 [↓](#) Burwood Library Displays and Exhibitions Policy
- 4 [↓](#) Burwood Library Meeting Room Use Policy



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Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134, PO Box 240, BURWOOD NSW 1805,
Phone: 9911-9911 - Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

COMMITTEES WITH AUTHORITY DELEGATED BY AN EXTERNAL BODY

Public Document
Adopted by Council: 26 September, 2006 Minute No. 201/06
Amended: 4 October 2013
Approved Budget Figures: 25 June 2013 (Min No. 79/13)
Trim No. 13/40390
Ownership: Governance and Procurement

Burwood Local Traffic Committee

Terms of Reference

To review the provision of traffic control facilities and traffic management measures on public streets in the Burwood Local Government Area.

Authority

The Roads and Maritime Services (RMS) has delegated certain powers to Council in respect of the provision of traffic control facilities and traffic management measures on public streets. The exercise of the powers is conditional upon councils forming a "Local Traffic Committee" and seeking its advice/approval before a traffic control facility/traffic management measure is implemented or removed.

Recommendations from this committee must be endorsed by Council prior to implementation.

Membership

The Committee is made up of one Councillor (being the Chair) and representatives from the RMS Police Force, Local State Members of Parliament and other informal members (at Council's discretion).

When and Where meeting are held

Meetings are held at Burwood Council on a monthly basis.

COMMITTEES FORMED UNDER SPECIFIC AGREEMENT/DEEDS

Internal Audit Committee

Terms of Reference

To identify the role, composition, authority, responsibilities and operation for the Burwood Council Audit Committee.

Committees with Authority Delegated by an External Body

Authority

The Board has no formal authority. It was Councils' decision to form this committee. The Committee operates under a 'Charter'. Recommendations from the Committee must be endorsed by council prior to implementation.

Membership

Two Councillors independent external member (Chair)*, Independent external member*, *not a member of the current or previous Council or staff.

Where and when meetings are held

Meetings are held at Burwood Council, meetings are held five times a year.

Burwood-Strathfield Joint Recycling Board

Terms of Reference

This Board was formed to oversee the assessment of a Joint Recycling Service for Burwood and Strathfield Councils and to operate within the bounds of a 'Joint Venture Agreement' between the parties. The Board is made up of representatives of both Burwood and Strathfield Councils.

Authority

The Board has no formal authority. It can only make recommendations to the Councils for consideration within the limits of the 'Joint Venture Agreement'. Recommendations from this committee must be endorsed by Council prior to implementation.

Membership

Two Councillors.

Where and when meetings are held

The Board has never formally met as there have, to date, been no major issues with the Joint Agreement.

INTERNAL COUNCILLOR WORKING GROUPS

General Manager's Contract Review Panel

Terms of Reference

To monitor and review the General Managers' performance based on documented targets/objectives/strategies.

Authority

No formal authority – advisory group only.

Membership

Mayor (Chair) and two Councillors.

Where and when meetings are held

Meetings are held at Burwood Council.

COMMUNITY ADVISORY COMMITTEES SUPPORTED BY COUNCIL

Burwood Access Committee

Terms of Reference

Committees with Authority Delegated by an External Body

The aim of this Committee is to advise Council on issues concerning access for people with disabilities, frail-aged people and parents with young children. It aims to challenge and remove those barriers, physical and social, which prevent people from participating fully within the community.

Authority

No formal authority – advisory Committee only. There was a Council decision to form the Committee, which operates under Committee Constitution. Recommendations from this committee must be endorsed by Council prior to implementation.

Membership

One Councillor

Where and when meetings are held

Meetings are held at Burwood Council, generally on a monthly basis.

Budget

\$500 per committee from the Business Unit 365. There is no budget allocation in 2013/14 period for these committees.

Burwood Anzac Commemorative Service Committee

Terms of Reference

This Committee is not a formal Committee of Council. The Committee comprises of representatives of the local RSL Sub-Branches and its role is to coordinate the annual Anzac Commemorative Service in Burwood Park on the Sunday prior to Anzac Day.

Authority

Traditionally, the Mayor has been the patron of the Committee. Council contributes part of the cost of the annual service. The other service clubs in the area contribute to an amount equal to the amount that council contributes.

Membership

The Mayor is the patron of the Committee (Chair) and one Councillor.

Where and when meetings are held

Meetings are held at the Burwood RSL Club. There are approximately four meetings per year.

Budget

2013-2014 - \$5,000

Sandakan Community Education Committee

Terms of Reference

This Committee was formed to educate the community about the battle of Sandakan and the Australian Servicemen who died at Sandakan-Ranau. The Sydney region Sandakan Memorial site is located in Burwood Park. The main function of the Committee has been to organise an annual Sandakan Remembrance Service.

Authority

No formal authority – advisory committee only. It was Councils' decision to form this committee. The Committee operates under a 'Terms of Reference'. Recommendations from the Committee must be endorsed by council prior to implementation.

Membership

Committees with Authority Delegated by an External Body

The Chair and one alternate Councillor.

Where and when meetings are held

Meetings are held at Burwood Council, generally on a two monthly basis.

Budget

2013-2014 - \$7,800.00

Multicultural and Community Relations Committee

Terms of Reference

To provide a mechanism for informed Council decision-making and enhancement of services through the identification of issues relevant to the culturally and linguistically diverse communities who, reside and work within the Burwood Local Government area.

Authority

No formal authority – advisory committee only. It was Councils' decision to form this committee. The Committee operates under a 'Terms of Reference'. Recommendations from the Committee must be endorsed by council prior to implementation.

Membership

Two Councillors.

Where and when meetings are held

Meetings are held at Burwood Council, generally on a monthly basis.

Budget

\$500 per committee from the Business Unit 365. There is no budget allocation in 2013/14 period for these committees.

National Serviceman's Association Committee Constitution

Terms of Reference

To co-ordinate the National Serviceman's Association events in Burwood Park in June and August each year.

Authority

No formal authority – advisory committee only. It was Councils' decision to form this committee. The Committee operates under a 'Terms of Reference'. Recommendations from the Committee must be endorsed by council prior to implementation.

Membership

Two Councillors.

Where and when meetings are held

Meetings are held at Burwood Council, approximately three months prior to the events and additional meetings as determined by the Chairperson.

Budget

2013-2014 - \$5,853.00



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COUNCIL ADVISORY COMMITTEES - INFORMATION KIT

Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134

PO Box 240, BURWOOD NSW 1805

Phone: 9911-9911 - Fax: 9911-9900

Email: council@burwood.nsw.gov.au Website: www.burwood.nsw.gov.au

What is Included in the Information Kit

1. The constitution for the relevant advisory committee.
2. A list of members of the committee, their names and contact details.
3. Council policies relevant to the committee:
 - Code of Conduct
 - Conflict of Interest Policy
 - Code of Meeting Practice
 - Statement of Business Ethics
 - Distribution of Political Material by any Political Organisation or Individual at Burwood Council Events
 - Events Procedure – Invitation to the Mayor
4. Information about Burwood Council:
 - An Organisational Chart showing the areas of responsibility
 - Annual Report
 - Management Plan
 - Statement of the Environment Report
 - Recent newsletters
 - Local History

Corporate Document

Adopted by Council: 7 October, 2008 (Mn No. 111/08)

Amended: 20 September 2013

Ownership: Governance



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BURWOOD LIBRARY DISPLAYS & EXHIBITIONS POLICY

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134
Phone: 9911-9911 Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

Public Document
Adopted by the Council: 24 April 2012 (Min No. 58/12)
Version No.: 2
Ownership: Library Team

Purpose

To ensure equitable and appropriate use of the Burwood Library displays and exhibitions spaces for the benefit of the Burwood Community.

Scope

This policy applies to all staff and people who seek access to the library's display and exhibition spaces.

Policy

- The Library's display and exhibition spaces are primarily for the use of the library to promote its services and related services.
- Individuals and organisations must obtain permission from the Library Manager to mount a display or exhibition.
- Displays and exhibitions in languages other than English must be accompanied by an English translation.
- Displays and exhibitions from community organisations in the Local Government Areas of Ashfield, Canada Bay and Strathfield local government areas are given the highest priority.
- Displays and exhibitions promoting commercial enterprises are not permitted.
- Any requests to display material which is in breach of legislation including discrimination, racial vilification, offensive behaviour, defamation and elections will be refused.
- The Library Manager reserves the right to refuse any display or exhibition.

Disclaimer:

- Display of materials by Burwood Library does not indicate endorsement of the issues or events by Burwood Council or Burwood Library.
- Burwood Council or Burwood Library cannot accept responsibility for the accuracy of material displayed by other organisations.
- Burwood Council or Burwood Library cannot accept responsibility for loss or damage to any material displayed.

Review

The Burwood Displays & Exhibitions Policy will be reviewed every four years.

Contact

Library Manager
Burwood Library - 4 Marmaduke Street, Burwood NSW 2134
(02) 9911 9998



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BURWOOD LIBRARY MEETING ROOM USE POLICY

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134
Phone: 9911-9911 Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

Corporate / Public Document
Approved by Council: 24 July 2012
Version No.: 2
Ownership: Library Team

Purpose

The purpose of this policy is to outline the conditions of use relating to the meeting rooms at Burwood Library.

Scope

This policy applies to all community groups, organisations and Council Officers using the meeting rooms at Burwood Library.

Conditions of Use

Access

The meeting rooms are primarily used for Library meetings and programmes including but not limited to book groups, toy library, story times, craft activities, school holiday activities, IT training classes and author talks etc. Priority is given to these activities at all times.

A secondary purpose is to provide a meeting space for local community groups, non profit organisations which have a direct relationship to library services and commercial organisations. This will be at the discretion of the Library Manager.

The meeting room is only available during Library opening hours and meetings must disperse no later than 10 minutes before closing time.

Bookings and Room Management

All requests for bookings must be made to the Library Manager who reserves the right to refuse bookings at his/her discretion.

A list of the participants including their activities and the proposed venue, date and time of the event is to be maintained and registered in TRIM.

A detailed inspection has to be undertaken each quarter and routine visual inspection before each gathering of the meeting room by relevant library staff to ensure that there are no faults or hazards identified.

If any fault or hazard is identified a hazard list is to be compiled with any requests for repairs sent to relevant staff to fix those hazards prior to the proposed gathering date.

If identified faults or hazards cannot be repaired in advance these should be made known to the participants and the hazard highlighted on the site if possible.

Facilities

To comply with safety requirements, formal seating in the room is limited to 29 chairs (27 if the projector is used).

Library Staff are not available to support activities including taking bookings and giving out tickets prior to the function. If a staff member is required to provide information, give talks or instruction this is to be arranged prior to the function.

Audiovisual equipment, whiteboard and the urn provided by the library may be used within the room upon request.

There is no storage in the room.

There is no access to kitchen facilities.

Food and drink may be served within the room only. The sale or consumption of alcoholic beverages in the Library is prohibited.

Care and Conduct

The group is responsible for the setting up, packing up and leaving the room tidy after use.

Articles, posters etc should not be attached to the walls or doors of the room.

Children are to be supervised by a responsible adult at all times.

To avoid inconveniencing other users or delay the closing of the Library, meeting times should be strictly adhered to.

The group is responsible for the payment for any damage or loss to the room or equipment.

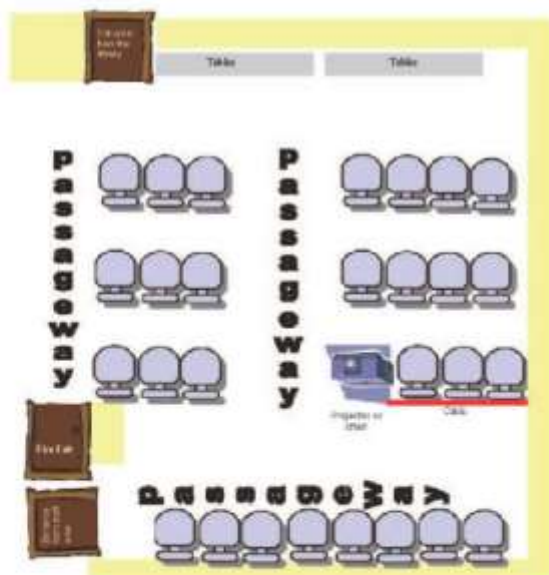
Insurance and Liability

Incorporated Bodies, Sporting Clubs or Associations of any kind, or Commercial/Profit-making entities or individuals who are using these premises more than 12 times per year and/or participants who propose to hold high risk activities in the meeting room are required to present Public Liability/Professional Indemnity Certificates in the amount of \$20,000,000 prior to using the rooms.

Other program presenters who use the Library Meeting Room or library spaces, who are not listed above, are covered by the Council's Casual Hirers Policy.

Work, Health and Safety

Occupants must adhere to Council's Work, Health and Safety Policy at all times.



Burwood Library Meeting Room Use Policy

When the meeting room is being used for theatre style meetings the placing of seats should be in line with the setup plan above.

When the meeting room is being used for less structured gatherings the three exit doors as indicated must be left clear in case there is a need for an evacuation.

The meeting organiser is responsible in ensuring the meeting room is left clean, tidy and secure and that the furniture and equipment is returned to its original position.

In the event of an emergency the Library Manager reserves the right to cancel meeting room reservations.

Failure to meet Work, Health & Safety conditions may result in cancellation of future bookings.

General

The use of the meeting room does not imply an endorsement by Council of any community group's or organisation's policies.

There must be written approval to include the Library's details in any public announcements, press releases or flyers.

Review

The Burwood Library – Meeting Use Policy will be reviewed every four years.

Contact

Library Manager
Burwood Library - 4 Marmaduke Street, Burwood NSW 2134
(02) 9911 9998

(ITEM 109/18) INVESTMENT REPORT AS AT 30 SEPTEMBER 2018

File No: 18/37748

REPORT BY CHIEF FINANCE OFFICER

Summary

In accordance with Clause 212 of the *Local Government (General) Regulation 2005*, this report details all money that Council has invested under Section 625 of the *Local Government Act 1993*.

Operational Plan Objectives

2.3.1 Identify and maintain additional revenue sources to ensure financial sustainability

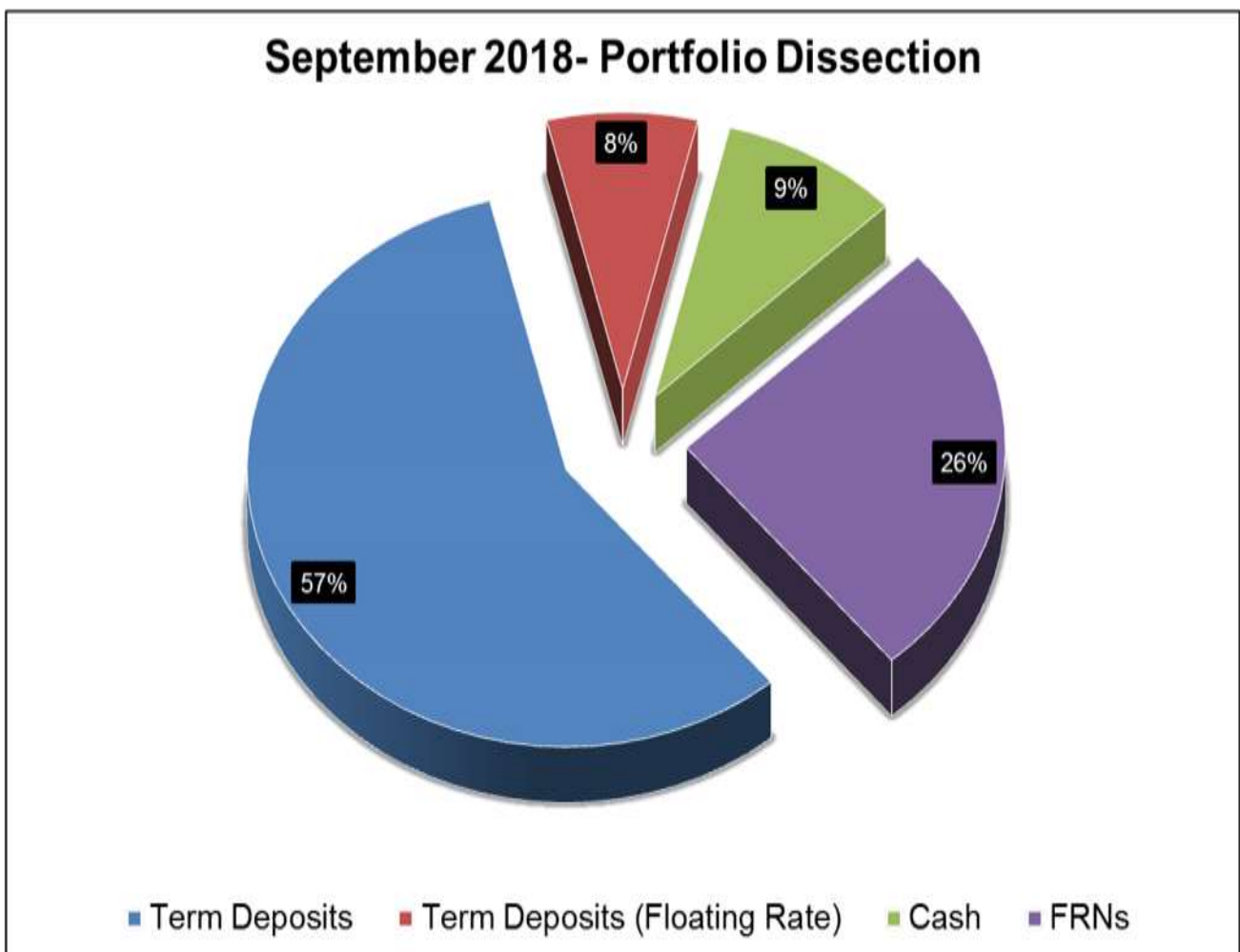
Background

As provided for in Clause 212 of the *Local Government (General) Regulation 2005*, a report listing Council's investments must be presented to Council.

Council's investments are made up of a number of direct investments some of which are managed or advised by external agencies.

Investment Portfolio

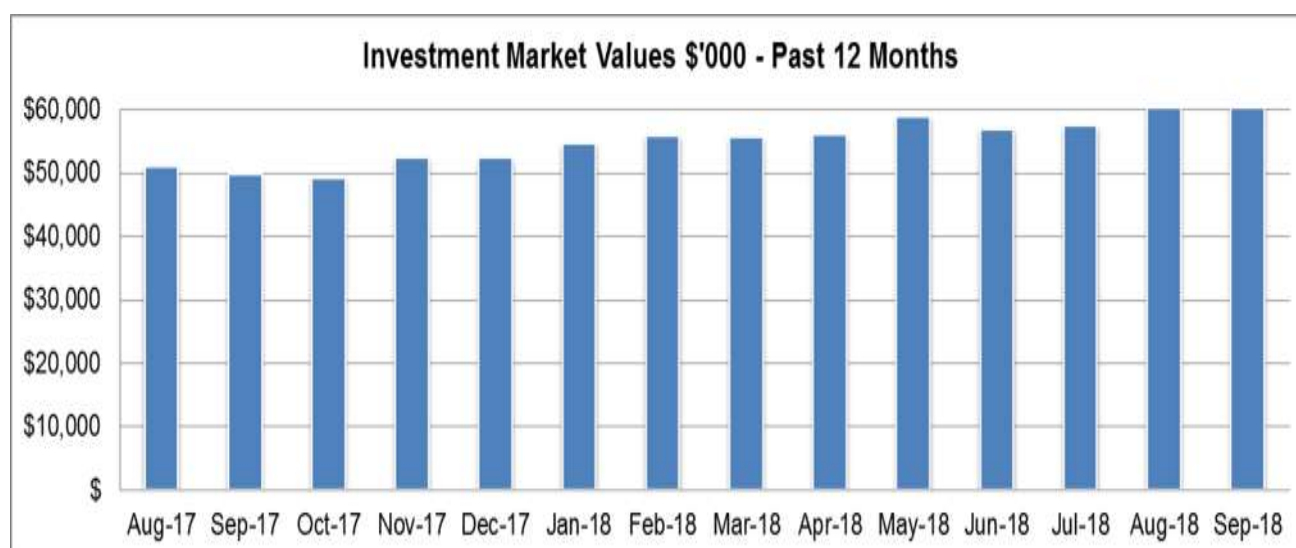
Council has a diversified investment portfolio and has a number of direct investments in term deposits. Its investment portfolio as at 30 September 2018 is:



As at 30 September 2018 Council held the following term deposits:

Purchase Date	Financial Institution	Principal Amount	Interest Rate	Investment Days	Maturity Date
23 Feb 18	Commonwealth Bank	2,500,000	2.57%	270	20 Nov 18
20 Sep 18	National Australia Bank	3,000,000	2.65%	91	20 Dec 18
16 Jan 18	Commonwealth Bank	2,000,000	2.64%	365	16 Jan 19
21 Mar 18	Westpac - Quarterly Interest	3,000,000	2.70%	365	21 Mar 19
01 Jun 18	AMP Bank (Imperium)	3,000,000	2.75%	368	04 Jun 19
14 Jun 18	National Australia Bank	3,000,000	2.80%	365	14 Jun 19
11 Jul 18	National Australia Bank	3,000,000	2.80%	365	11 Jul 19
24 Jul 18	Westpac - Quarterly Interest	2,000,000	2.79%	365	24 Jul 19
31 Aug 18	Westpac	3,000,000	2.70%	365	31 Aug 19
23 Oct 17	ING Bank (Curve)	3,000,000	2.96%	730	23 Oct 19
30 Oct 17	ING Bank (Imperium)	2,000,000	2.91%	730	30 Oct 19
07 Nov 17	ING Bank (Imperium)	2,000,000	2.90%	730	07 Nov 19
07 Dec 17	ING Bank (Imperium)	3,000,000	2.83%	732	09 Dec 19
31 Aug 18	National Australia Bank	3,000,000	2.80%	731	31 Aug 20
Total		37,500,000			

The following graph highlights Council's investment balances for the past 12 months:



Council's investment portfolio is recognised at market value and some of its investments are based on the midpoint valuations of the underlying assets and are subject to market conditions that occur over the month.

Council's investment balances as at reporting date and for the previous two months are detailed in Attachment 1. Definitions on the types of investments are detailed in Attachment 2.

Investment Performance and Market Commentary

The Reserve Bank of Australia (RBA) at its 2 October 2018 Board Meeting kept the official cash rate unchanged at 1.50% per annum. According to the RBA Governor "...The global economy is continuing to expand with a number of advanced economies growing at an above-trend rate and unemployment rates are low. Growth in the Chinese economy has slowed a little with authorities easing policy while continuing to pay attention to risks in the financial sector. Globally, inflation remains low, although it has increased due to both higher oil prices and some lift in wages growth.

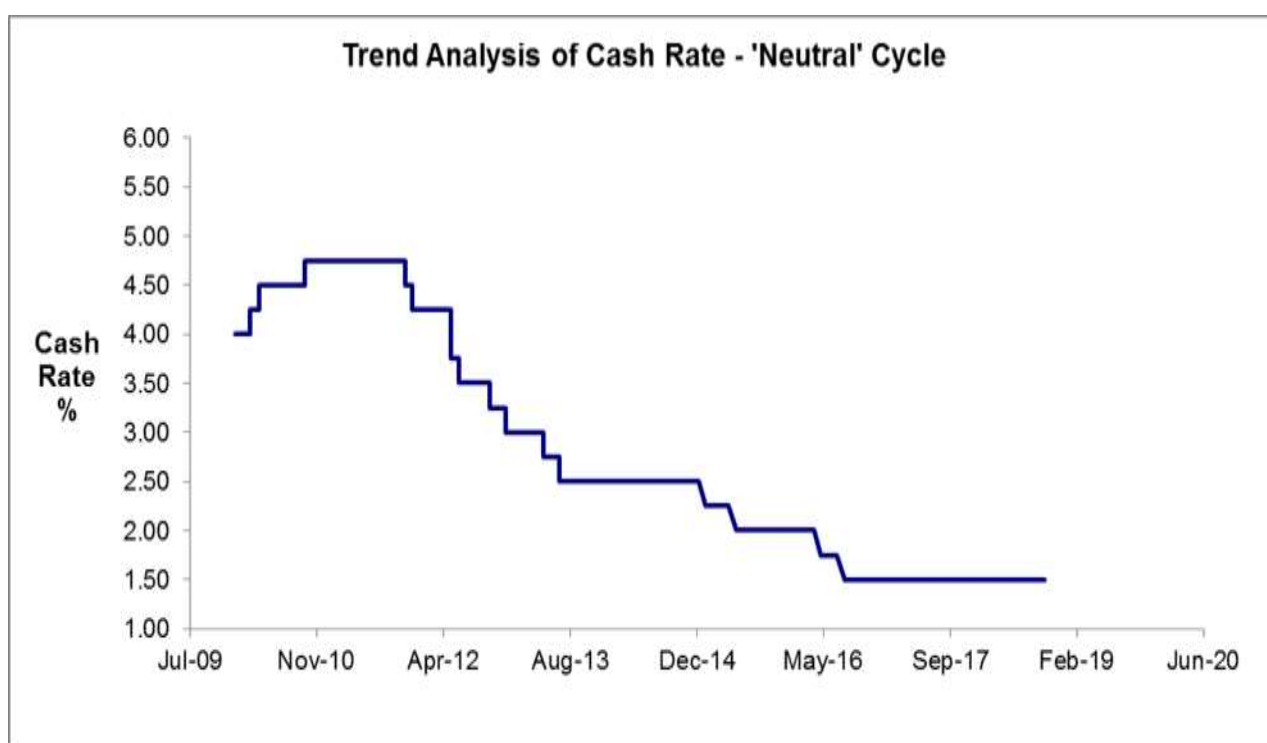
Domestically, the recent data on the Australian economy has been consistent with the RBA forecast for GDP growth to pick up to average a bit above 3 per cent in 2018 and 2019 as business conditions are looking positive and non-mining business investment has improved with increased public infrastructure investment also supporting the economy, as is growth in resource exports.

One continuing source of uncertainty is the outlook for household consumption, household income remains low and debt levels are high. The drought has led to difficult conditions in parts of the farm sector.

The outlook for the labour market remains positive. The strong growth in employment has been accompanied by a significant rise in labour force participation, particularly by women and older Australians. Notwithstanding the improving labour market, wage growth remains low which is likely to continue for a while yet, although the stronger conditions in the labour market should see some lift in wage growth over time, although this is likely to be a gradual process. Inflation remains low and is expected to pick up gradually as the economy strengthens.

The low level of interest rates is continuing to support the Australian economy, progress in reducing unemployment and having inflation return to target is expected, although this progress is likely to be gradual. The Board has judged that holding the stance of monetary policy unchanged at this meeting would be consistent with sustainable growth in the economy and achieving the inflation target over time....” Statement by Philip Lowe, Governor: Monetary Policy Decision – 2 October 2018

The following graph provides information on the current RBA monetary policy:



Recommendations(s)

1. That the investment report for 30 September 2018 be received and endorsed.
2. That the Certificate of the Responsible Accounting Officer be received and noted.

Attachments

- 1 [↓](#) Investment Register September 2018 1 Page
- 2 [↓](#) Investment Types 1 Page

Investment Types

Types of Investments

Council's investment portfolio consists of the following types of investment:

1. **Cash and Deposits at Call** – Cash and Deposits at Call accounts are a flexible savings facility providing a competitive rate of interest for funds which are at call (available within 24hours). These accounts enable us to control Council's cashflows along with council's General Fund Bank account. Interest rates are updated in accordance with movements in market rates.

The following investments are classified as Cash and Deposits at Call:

- Commonwealth Bank of Australia – Operating Bank Account AA-
- Commonwealth Bank of Australia – Online Saver AA-
- AMP Business Saver and Notice – At Call/Notice A

2. **Floating Rate Notes (FRN)** - FRNs are a contractual obligation whereby the issuer has an obligation to pay the investor an interest coupon payment which is based on a margin above bank bill. The risk to the investor is the ability of the issuer to meet the obligation.

FRNs are either sub-debt or senior-debt which means that they are guaranteed by the bank that issues them with sub-debt notes rated a notch lower than the bank itself. The reason for this is that the hierarchy for payments of debt in event of default is:

- a. Term Deposits
- b. Global Fixed Income Deposits
- c. Senior Debt
- d. Subordinated Debt
- e. Hybrids
- f. Preference shares
- g. Equity holders

In the case of default, the purchaser of subordinated debt is not paid until the senior debt holders are paid in full. Subordinated debt is therefore more risky than senior debt.

(ITEM 110/18) CIVICRISK MUTUAL 2018 UNITED STATES STUDY TOUR AND ATTENDANCE AT THE PUBLIC RISK INSURANCE MANAGEMENT ASSOCIATION CONFERENCE IN INDIANAPOLIS INDIANA USA

File No: 18/39367

REPORT BY EXECUTIVE MANAGER ORGANISATION DEVELOPMENT

Summary

CivicRisk Mutual is an incorporated organisation created to provide a central co-ordinated range of risk management functions with the aim of:

- reducing insurance costs through the bulk purchase of insurance
- centralise duplicated functions and obtain economies of scale and improved efficiency
- provide a focal point for the promotion and marketing of Pools
- provide a forum for exchange of information, ideas and resources for the benefit of Members

CivicRisk Mutual consists of 18 Councils across New South Wales. Annually the Mutual chooses a delegation of member representatives to attend a study tour either in the United States or the United Kingdom. These locations are chosen to learn and gain experience from a number of similar governed insurance pools and risk management associations in those countries.

It was decided by the CivicRisk Mutual Board that it would send a delegation from five Member Councils to this year's Public Risk Insurance Management Association Conference (PRIMA) in the United States, Indianapolis, Indiana in conjunction with undertaking a study tour and meeting 18 individual public entity Local Government insurance mutual pools in Madison, Chicago, Wadsworth and Washington DC in June 2018.

Operational Plan Objective

2.3.2 Ensure the organisation is well led, staff can carry out their roles efficiently and effectively in line with the community's vision

Background

Burwood has been a member of CivicRisk Mutual since 2012 and the Board approved of five Member Council's representatives to attend this year's Public Risk Insurance Management Association Conference (PRIMA) in the United States, Indianapolis, Indiana, in conjunction with meeting 18 individual public entity Local Government insurance mutual pools in Madison Wisconsin, Chicago Illinois, Wadsworth Ohio and Washington DC in June 2018.

Brian Mortimer, Council's Executive Manager Organisation Development, as an Executive Board Member of CivicRisk Mutual, was appointed to this delegation. CivicRisk Mutual covered all costs for the delegates including airfares, conference registration, and accommodation and there was no cost to Council, other than special leave to attend the conference and study tour.

PRIMA is an association of the United States Local Government Risk Managers who educate over 1000 delegates on risk management strategies, challenges, natural events and how these influence insurance policies and Government intervention in each area of Local Government.

Report

The CivicRisk Mutual study tour to the USA during the period of 17 days in June 2018 consisted of three parts:

- Firstly, meeting with the League of Wisconsin Municipalities Insurance Trust (LWMMI); the League of Wisconsin Municipalities Insurance Co-Operatives (WMMIC); Cities and

Municipalities Insurance Company (CVMIC); and the Municipal Property Insurance Company (MPIC) on 1 June 2018 in Madison Wisconsin.

- Secondly, attendance at the PRIMA conference in Indianapolis, Indiana, from 3 to 6 June 2018.
- Thirdly, study tour meetings commencing on 8 June 2018 and concluding on 15 June 2018 meeting with the following 14 public entity local government mutuals:
 - Park District Risk Management Agency (PDRMA), Government Entities Mutual (GEM) on 8 June 2018 in Chicago, Illinois
 - Ohio Transit Risk Pool (OTRP); Health Transit Pool (HealthTP); Transit Reinsurance Limited (Transit Re); NEORide; County Risk Sharing Authority (CORSA); Schools of Ohio Risk Sharing Authority (SORSA); and the Miami Valley Risk Management Authority (MVRMA) on 11 and 12 June 2018 in Wasdworth, Ohio
 - National League of Cities Mutual Insurance Company (NLC Mutual); National League of Cities Risk Information Sharing Consortium (NLC-RISC); National League of Cities (NLC); National Association of Counties (NACO); and the League of Minnesota Cities Insurance Trust (LMCIT) on 14 to 15 June 2018 in Washington DC

The attendance at the PRIMA conference in Indianapolis and the study tour undertaken across the USA was very informative and educational.

The PRIMA Conference incorporated a series of workshops and I attended the following workshops: enterprise risk management, transformational leadership, managing events from a risk perspective, cyber risk, claims management and litigation, and local authority risk management.

The tour party, in the meetings undertaken over the study tour, were able to benchmark CivicRisk Mutual with American public entity local government insurance mutuals. More importantly, it gave all tour party members the opportunity of being introduced to and sharing ideas and experiences with these entities on our individual Council's risk management systems and approaches and to learn from their experiences.

I was able to compare Council's Enterprise Risk Management Strategy with other overseas public entity Local Government agencies that presented to us during the study tour, as well as during the PRIMA conference and to compare the progress in Enterprise Risk Management in the USA with our own progress, which was very favourable in comparison.

Public entity Local Government insurance mutuals vary in sizes from very small ones with only few staff employed, to very large City or County equivalent ones with centralised administration and a variety of risk management and insurance services. In Australia we only have CivicRisk Mutual operating as an independent member driven risk management and insurance mutual.

Council can be satisfied with our membership in CivicRisk Mutual and its Enterprise Risk Management model, its progress and success achieved to date, and especially with the progress made within Burwood Council in our Enterprise Risk Management Strategy when compared to other international public entity Local Government authorities.

Recommendation(s)

That the Report is received and noted by Council.

Attachments

There are no attachments for this report.

(ITEM IN34/18) BEAUTIFICATION OF TOWN CENTRES PROJECT UPDATE REPORT NO. 5

File No: 18/33388

REPORT BY ACTING DIRECTOR ENGINEERING AND OPERATIONAL SERVICES

Summary

Following Mayoral Minute No. 14/14 from the 23 June 2014 Ordinary Council Meeting, this Town Centre Beautification Program Update Report No. 5 has been prepared to update Council on the considerable progress of the Town Centres' Beautification projects since the last report in November 2017.

Operational Plan Objective

1.1.1 Provide a diverse range of strategies and initiatives that meet the needs of the community

Since the last report the following projects have been implemented:

1. Burwood Road Burwood - Amendment to the Burwood Development Control Plan (BDCP) to Allow Fixed Café Style Awnings

In August 2018 Council approved amendments to the BDCP to allow for the installation of fixed outdoor café awnings on the Council footpath. The first of these awnings was installed on Burwood Road in front of the Sahara Restaurant, the next section is due to be installed in front of Georges café.

2. Dunns Lane and Victoria Street Burwood

New paving, new landscaping and decorative lighting of the existing palm trees. Extensive landscaping beautification works were completed on the western side of Dunns Lane and around the corner into Victoria Street with additional tree planting in Victoria Street.

3. Burwood Park LED Palm Tree Lighting

Permanent palm tree lighting was installed in November 2017 to the 17 palm trees in Burwood Park facing Burwood Road.

4. Burwood Park Last Post Sound System

A new sound system will be installed in October 2018 for the 'Bugler of Burwood' area in Burwood Park. The unit will be programmed to play the Last Post at 6.00pm every evening. The system will be located under the bench seat at the back of the Bugler memorial area.

5. Wilga Street Burwood Adjacent to Westfield Shopping Centre

New verge planting was completed along the grass nature strip.

6. The Strand Croydon

New under awning decorative globe lighting along The Strand and the northern side of Hennessy Street was completed in June 2018.

7. Hennessy Street Croydon

New paving and street scape upgrades on the northern side between Meta Street and the boundary of the Inner West Council Local Government Area.

8. Fitzroy Street Croydon

Post Office Lane to Reed Street - kerb and gutter, footpath and drainage upgrade and tree planting.

9. Georges River Road Croydon (north side shopping area)

Awaiting final Ausgrid approvals and commissioning of contractor for the installation of new under awning globe lighting. Works to commence in October 2018.

10. Everton Road / Wentworth Road Strathfield Roundabout Reconstruction

The design for the large naturestrip area on the southwest corner of this roundabout will include an extensive landscaped area.

11. Preparation of Town Centre Beautification Master Plans

Council established a project working group with multi-disciplinary staff to prepare a master plan drawing for the following Town Centres and satellite shopping centre areas:

- Burwood Town Centre
- Croydon Park Shopping Strip
- The Strand Shopping Centre
- Liverpool Road Shopping Strip
- Parramatta Road Shopping Strip
- Strathfield Town Centre

See Master Plans included as **Attachment 1**

12. Roundabout Planting Scheme

Officers have developed a program for retrofitting landscaping improvements to some of Council's existing 25 roundabout intersections.

13. Additional tree planting in the following streets:

- In front of properties 2, 2A, 2B, 4 and 6 Clarence Street Burwood: five trees - prunus blireana (cherry blossom) (scheduled)
- Side boundary of 34-38 Park Avenue Burwood: four trees - prunus blireana (cherry blossom) (completed)
- In front of 37A-39 Burwood Road Burwood: one tree - Magnolia "Teddy Bear" replacement for a recently removed street tree (scheduled)

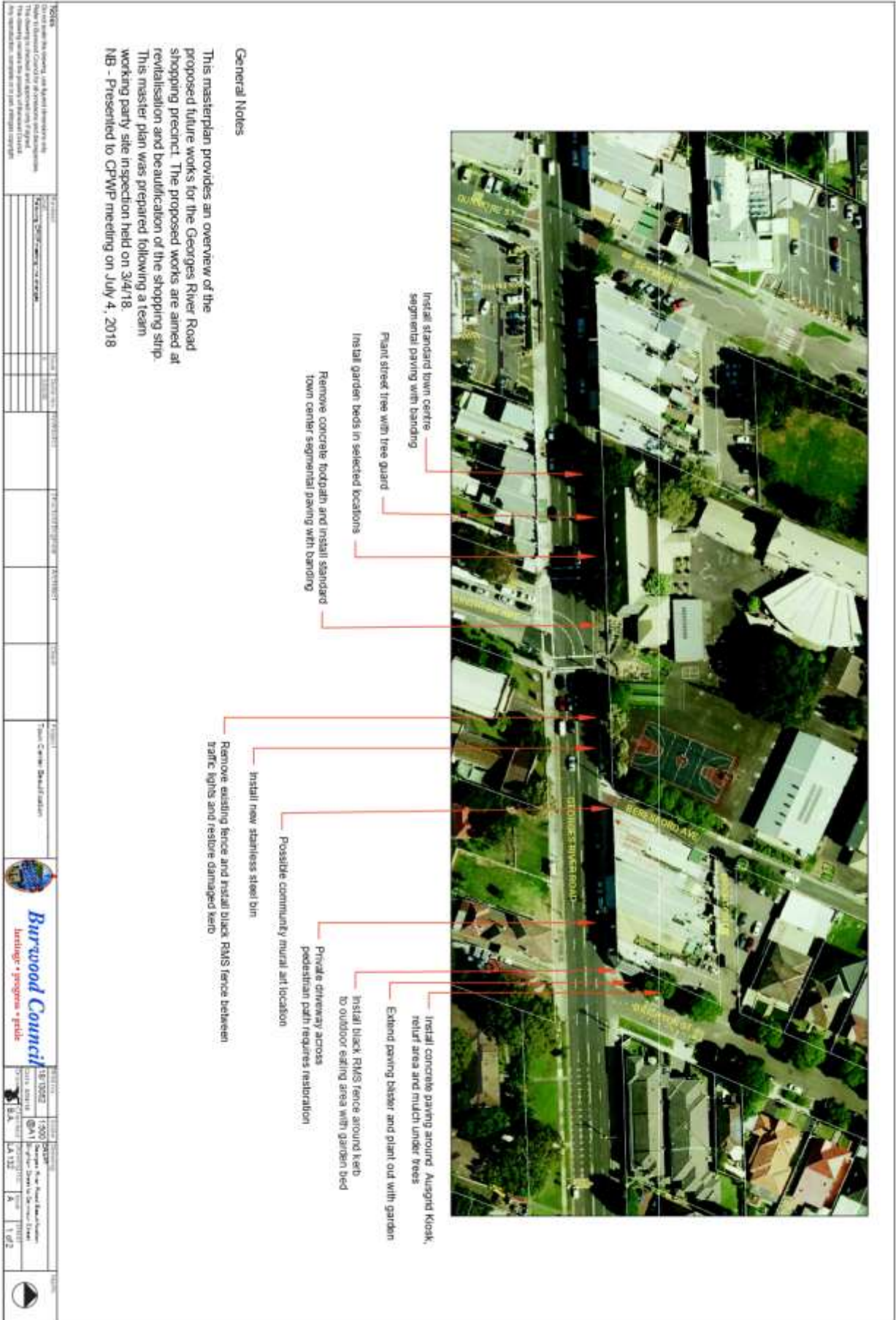
14. Landmark Trees

Officers are investigating opportunities for landmark tree planting at the following locations

- Railway Square (west of the Parcels Office)
- Burwood Park (in the area east of the Memorial Arch)
- Woodstock Park (as part of the Sensory Garden)

No Decision – Information Item Only**Attachments**

- 1 [↓](#) Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5



ITEM NUMBER IN34/18 - ATTACHMENT 1

Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5

Annotations:

- Install new glass panels to outdoor eating area
- Install new stainless steel planter boxes and possible public art on distribution box
- Possible public art location on stainless steel box
- Repave footpath with plain concrete
- Install new standard segmental paving in front of Whelan's pub to corner
- Extensive brick wall a possible location for public art display
- Repave footpaths with plain concrete, plant out nature strips and paint Ausgrid kiosk
- Consider tree removal and replanting with nature strip planting
- Consider installation of outdoor table tennis
- Upgrade the pocket park
- Replace existing planters with stainless steel ones
- Install new planting and RMS fence
- Remove road segmental paving and reheat
- Install new planting and RMS fence
- Consider removing terracotta paving and replacing it with standard gray paving
- Replace existing planter boxes with new stainless steel ones
- Install new RMS fencing, replant garden beds repair footpath restoration
- Install standard segmental paving up to rear lane
- Replace RMS fencing
- Consider installation of under awning ball lighting
- Install new standard seat and bin at bus stop
- Plant out corner nature strip
- Install new standard segmental paving
- Install stainless steel planter boxes

General Notes

This masterplan provides an overview of the proposed future works for the Strathfield shopping precinct. The proposed works are aimed at revitalisation and beautification of the shopping strip. This master plan was prepared following a team working party site inspection held on 26/4/18. NB - Presented to CPWP meeting on July 4, 2018

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Revision	Date	Drawn by	Checked by	Authorised	Structural Engineer
1	25.5.18				
2	12.7.18				

Project	Site no.	Scale	Drawing	Sheet
Wooden Apples	18/01M	NTS	DRAFT Strathfield Town Centre Beautification	1 of 1
Date	12.7.18			
City	LA 134	B	01	

Burwood Council
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ITEM NUMBER IN34/18 - ATTACHMENT 1

Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5

- Install additional RMS fence
- Remove existing fence and replace with green RMS fence
- Plant gravel areas with informal hedge
Install new seating
- Repair damage paving at layback and install new green bollard
- Plant mulched areas with informal hedge
- Refill islands with new deco granite
- Plant gravel areas with informal hedge
- Install up lighting to all palm trees
- Plant gravel areas with ground cover
- Replace existing seating
- Install 3 x planter boxes and plant with colourful plant species

- Install new concrete paving footpath
- Area scheduled for future traffic design
- Remove and replace existing black fence with green RMS fence
- Install 3 x planter boxes
- Remove and replace concrete paving on bridge coloured concrete or asphalt carborundum
- Install planter boxes
- Plant out with formal hedge 'Duranta mini gold'
- Install new planter boxes and plant colourful plants
- Plant out the lawn area

- Replace yellow bollards with new green bollard to match central bollards
- Remove temporary power box and replace with permanent power supply for all lighting requirements
- Install 3 new planter boxes and plant with colourful plant species
- Remove existing green fence and replace with new green RMS fence
- Install informal hedge (Lomandra Lucky Strike)

General Notes

This masterplan provides an overview of the proposed future works for The Strand shopping precinct. The proposed works are aimed at revitalisation and beautification of the shopping strip. This master plan was prepared following a team working party site inspection held on 11/4/18.
NB - Presented to CPWP meeting on July 4, 2018

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<p style="margin: 0;">Burwood Council heritage • progress • pride</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 6px;">Project</td> <td style="font-size: 6px;">Bill no</td> <td style="font-size: 6px;">Issue</td> <td style="font-size: 6px;">Drawing</td> <td style="font-size: 6px;">Scale</td> </tr> <tr> <td style="font-size: 6px;">The Strand Beautification</td> <td style="font-size: 6px;">18/13013</td> <td style="font-size: 6px;">Issue 01</td> <td style="font-size: 6px;">Draft The Strand Beautification Master Plan</td> <td style="font-size: 6px;">[Blank]</td> </tr> <tr> <td style="font-size: 6px;">Date</td> <td style="font-size: 6px;">12.1.18</td> <td style="font-size: 6px;">[Blank]</td> <td style="font-size: 6px;">[Blank]</td> <td style="font-size: 6px;">[Blank]</td> </tr> <tr> <td style="font-size: 6px;">[Blank]</td> <td style="font-size: 6px;">[Blank]</td> <td style="font-size: 6px;">[Blank]</td> <td style="font-size: 6px;">[Blank]</td> <td style="font-size: 6px;">[Blank]</td> </tr> </table>	Project	Bill no	Issue	Drawing	Scale	The Strand Beautification	18/13013	Issue 01	Draft The Strand Beautification Master Plan	[Blank]	Date	12.1.18	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	[Blank]	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 6px;">Sheet</td> <td style="font-size: 6px;">Total</td> </tr> <tr> <td style="font-size: 6px;">01</td> <td style="font-size: 6px;">01</td> </tr> </table>	Sheet	Total	01	01
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General Notes

This masterplan provides an overview of the proposed future works for Liverpool Road shopping precinct. The proposed works are aimed at revitalisation and localisation of the shopping strip. This master plan was prepared following a team working party site inspection held on 17/4/18. It was noted that the Liverpool Road precinct requires an increase of general cleaning and maintenance service levels.
 NB - Presented to CPWP meeting on July 4, 2018.

Relocate Smith family bins to less prominent location and plant out the area
 Consider installation of public art on Ausgrid kiosks
 Install new line marking to carpark
 Remove turf Nature Strip and pave with plain concrete
 Install new stainless steel bin
 Revitalise shop front with painting/painting
 Remove turf Nature Strip and pave with plain concrete
 Possible community art or vertical garden location
 Install new standard segmental paving
 Repair RMS fence
 Consider overhead ball lighting installation under shop awnings
 Consider planter box or garden bed planting in no parking areas
 Possible tree planting location subject to further investigation
 Consider planter box or garden bed planting in no parking areas
 Consider public art installation on building west facing wall
 Consider ball lighting under shop awnings
 Install new standard segmental paving
 replace existing concrete bin with new stainless steel bin
 Install new standard segmental paving in front of hotel
 Consider planter box or garden bed planting in no parking areas
 Install new standard segmental paving

Project Name	Burwood Council
Project Number	18/1844
Project Location	Liverpool Road Shopping Precinct
Project Status	Final Design
Project Start Date	1/1/18
Project End Date	31/12/18
Project Manager	John Smith
Project Sponsor	John Smith
Project Budget	\$1,000,000
Project Risk	Low
Project Compliance	Compliant
Project Approval	Approved
Project Review	Final Review
Project Close	31/12/18

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ITEM NUMBER IN34/18 - ATTACHMENT 1

Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5



ITEM NUMBER IN34/18 - ATTACHMENT 1

Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5

General Notes

This masterplan provides an overview of the proposed future works for the Burwood Road shopping precinct. The proposed works are aimed at revitalisation and beautification of the shopping strip. This master plan was prepared following a team working party site inspection held on 24 /5/18.

Town center footpath on Burwood Road needs detail clean for chewing gum.

Consider public art for all green Ausgrid pillars.

Suggested political lobbying to State Rail requesting cleaning and beautification of the railway bridge and brick retaining walls. Brick retaining walls are suitable for public art.

Consider beautification to all Lanes adjoining and behind Burwood Road.

NB - Presented to CPWP meeting on July 4, 2018

Hedge planting (Completed June 2018)

Remove and replace terra cotta planters with stainless steel model

Refurbish benches and seats
Supply and install catenary lighting across street

Succession tree replacement on Burwood Road (Part of Town Centre Tree Replacement Program and according to Street Tree Management Strategy)

Install new glass fencing and replace terra cotta planters with stainless steel model

Remove and replace terracotta planters with stainless steel model

Specific church facade lighting for all Burwood Road churches

Refurbish flag poles

Remove and replace terra cotta planter with stainless steel model

Refurbish flag pole

Replace glass fence

Refurbish seat

Landmark tree planting (monitor existing tree and replace if required)

Landmark tree planting

Succession palm planting

Install coloured concrete or plant between fence and kerb

Replant Peace Garden

Consider possible palm lighting

Repair wayfinding signage

Replace bin with stainless steel model

Remove and replace glass fencing

Remove and replace glass fencing

Refurbish flag poles

Refurbish benches and seats

Replace removed plane tree

Replace terra cotta planter with stainless steel model

Replace glass fencing

Refurbish flag pole

Refurbish flag pole

Refurbish flag pole

Replace terra cotta planter with stainless steel model

Refurbish benches

Refurbish benches

Repair pram ramps

Upgrade signage under bridge

Remove and replace glass fencing

Refurbish benches and seats

Supply and install catenary lighting across street

Succession tree replacement on Burwood Road (Part of Town Centre Tree Replacement Program and according to Street Tree Management Strategy)

Install new glass fencing and replace terra cotta planters with stainless steel model

Remove and replace terracotta planters with stainless steel model

Specific church facade lighting for all Burwood Road churches

Refurbish flag poles

Remove and replace terra cotta planter with stainless steel model

Refurbish flag pole

Replace glass fence

Refurbish seat

Landmark tree planting (monitor existing tree and replace if required)

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Revision	Date	Drawn by	Checked by
1	2018/12/18	NTS	NTS
2	2019/01/18	NTS	NTS
3	2019/01/18	NTS	NTS
4	2019/01/18	NTS	NTS
5	2019/01/18	NTS	NTS
6	2019/01/18	NTS	NTS
7	2019/01/18	NTS	NTS
8	2019/01/18	NTS	NTS
9	2019/01/18	NTS	NTS
10	2019/01/18	NTS	NTS

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Project	Drawn by	Scale	Drawing	Sheet
Burwood Town Centre Revitalisation	1810880	NTS	CHAPT 7 Burwood Plaza Beautification Railway Parade to 1st Wilga Street	02 of 3
	NTS	NTS		
	NTS	NTS		
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	NTS	NTS		
	NTS	NTS		

ITEM NUMBER IN34/18 - ATTACHMENT 1

Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5

Repair paving edges to kerb under railway bridge.

Repair RMS fence

Install Terra Bond to base of tree to paving

Install Terra Bond to base of tree to paving

Refurbish benches

Repair loose pit lid in front of "Lovin Lamb"

Install Terra Bond to base of tree and paving

Refurbish benches

Install Terra Bond to base of tree to paving

Repair stainless steel bin

Install Terra Bond to base of tree and repair paving

Install Terra Bond to base of tree to paving

Replace damaged services covers in pavement

Install Terra Bond to base of tree and repair paving

Refurbish bench and relocate

Install new pram ramps to each corner of this intersection

Install Terra Bond to base of tree and repairs to paving

refurbish timber seats with new slats

Install Terra Bond to base of tree and repair paving

Utilise flag pole locations for catenary lighting

Install Terra Bond to base of tree and repairs to paving

Remove dilapidated cigarette butt disposal unit

Install Terra Bond to base of tree and repair paving

Install new RMS fence

Install new pram ramps north and south sides

Install new RMS fence

Install new planter boxes

Install Terra Bond to base of tree and repair paving

Refurbish bench seat

Possible location for public art on Ausgrid pillar

Install new pram ramp and planter boxes

Install new outdoor eating planter boxes

Install new planter boxes

Install Terra Bond to base of tree and repair paving

Plant new garden at base of tree and repair paving

Install outdoor tables and stools (as per other side)

Install Terra Bond to base of tree and repair paving

Install Terra Bond to base of tree and repair paving

Install new pram ramp

Install new RMS fence

Install new RMS fence

Refurbish seats

Install Terra Bond to base of tree and repair paving

Install new pedestrian crossing line marking and signage

Install new Chevron signage and planter box to crossing

Install Terra Bond to base of tree and repair paving

Install Terra Bond to base of tree and repair paving

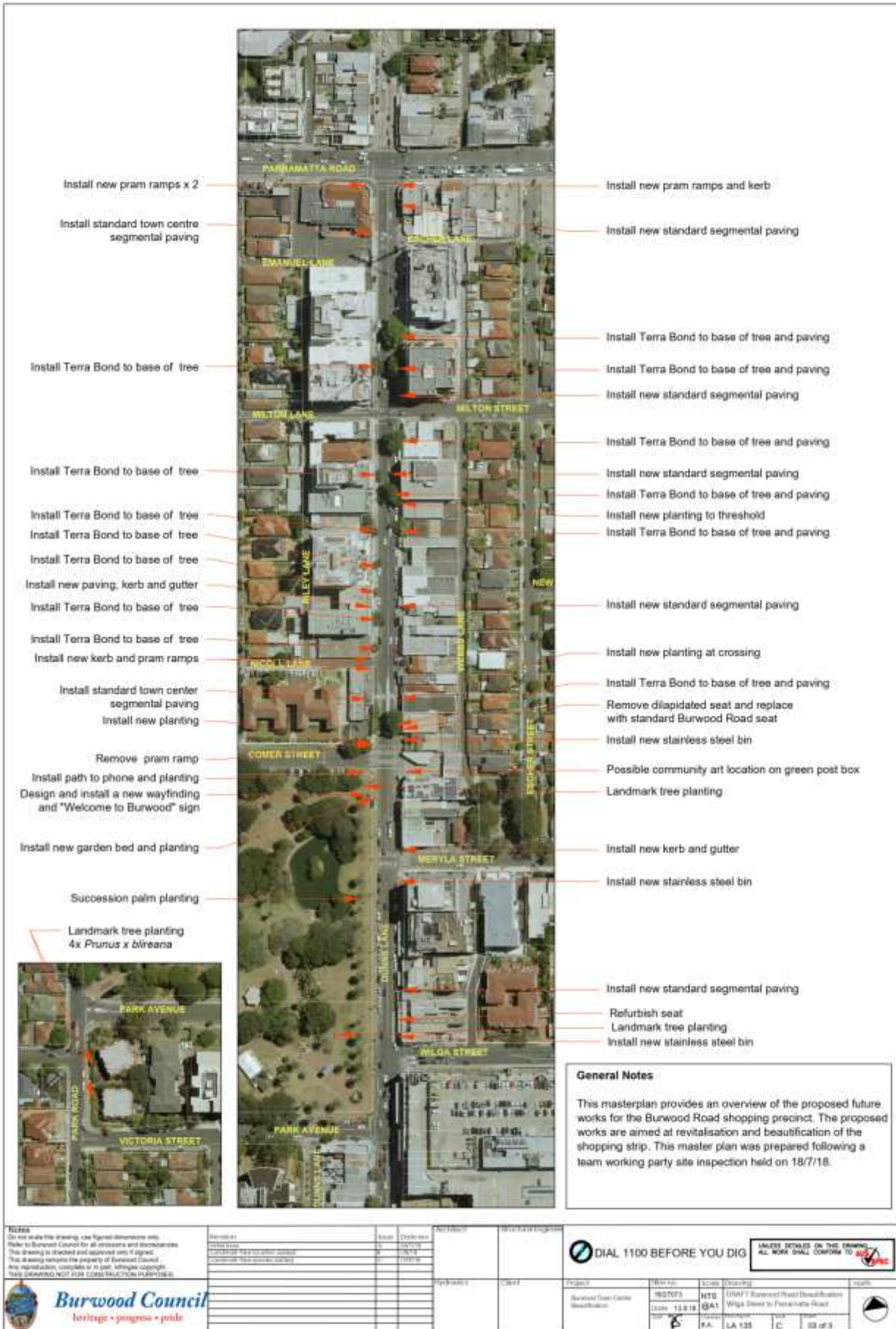
Install planter box

General Notes
 This masterplan provides an overview of the proposed future works for the Burwood Road shopping precinct. The proposed works are aimed at revitalisation and beautification of the shopping strip. This plan was prepared following a team working party site inspection held on 10/7/18. The footpath on Burwood Road needs detail cleaning and chewing gum removed. Consider public art for all future development on hoarding facades and green Ausgrid pillars. Investigate 'Black Spot' funding for the Clarence Street and Burwood Road intersection.
 NB - Presented to CPWP meeting on July 4, 2018. (Draft not completed as at 4 July 2018).

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<p>DIAL 1100 BEFORE YOU DIG</p>				
<p>Project: Burwood Town Centre Revitalisation</p>				
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<p>Scale: 1:100</p>	<p>Scale: 1:100</p>	<p>Scale: 1:100</p>	<p>Scale: 1:100</p>	<p>Scale: 1:100</p>

ITEM NUMBER IN34/18 - ATTACHMENT 1

Attachment to Council Report - 30.10.2018 - Beautification of Town Centres Project Update report No.5



(ITEM IN35/18) ANNUAL REPORT 2017-2018

File No: 18/34515

REPORT BY ACTING DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE AND COMMUNITY

Summary

Burwood Council's Annual Report for the period 2017-2018 has been prepared in accordance with the *Local Government Act 1993* (the Act) and the Office of Local Government's Annual Report requirements.

Operational Plan Objective

2.1.3. Ensure all public information is accessible and made available in a timely manner

Background

The report is prepared annually to comply with Sections 428 and 406 of the Act and Clause 217 of the *Local Government (General) Regulation 2005* and must be provided to the Minister for Local Government by 30 November each year.

The annual report includes a report (State of the Environment Report in accordance with Section 428A of the Act) as to the state of the environment in the Local Government Area in relation to the objectives for the environment established by the Community Strategic Plan.

In addition, the report includes a summary of expenditure for funds generated through the Special Rate Variation approved by IPART in June 2014.

Consultation

The Annual Report will be made available to the public on Council's website in the form of an e-book, as well as in hard copy at the Council's Administration Building and Burwood Library and Community Hub.

Council has also developed an infographics video summarising key aspects of the organisation's performance over the 2017-2018 Financial Year. The video will be made available on Council's website, Facebook page, and on the TV screens available at various Council venues.

No Decision – Information Item Only

Attachments

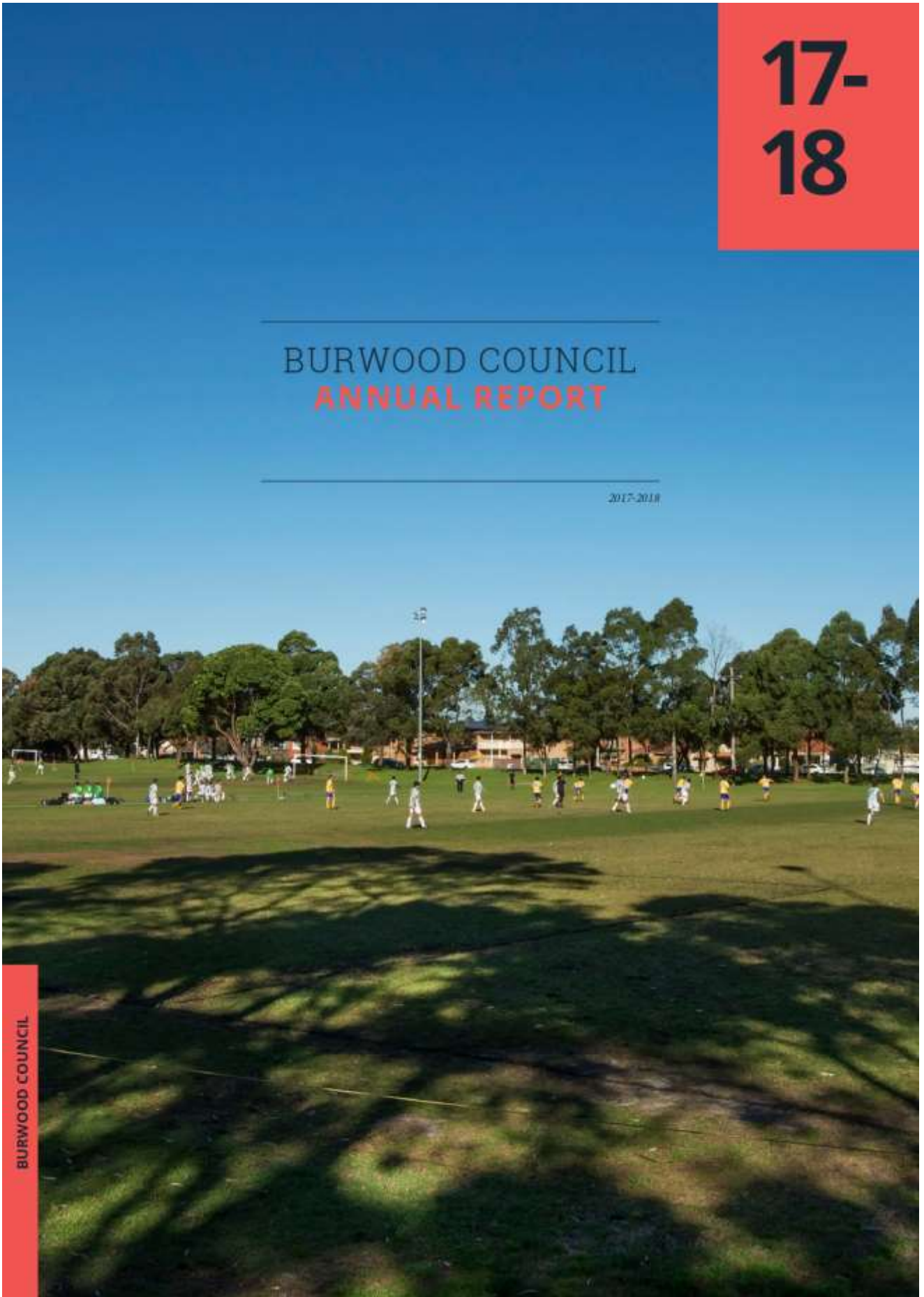
1 [↓](#) Annual Report 2017-2018

**17-
18**

BURWOOD COUNCIL
ANNUAL REPORT

2017-2018

BURWOOD COUNCIL



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CR JOHN FAKER
MAYOR OF BURWOOD

MESSAGE FROM

MAYOR FAKER

I am pleased to present your Council's Annual Report for 2017-18.

During the 2017-18 year, we have delivered a number of exciting capital projects and initiatives to our community.

In particular, we completed embellishment works at Wangal Park which includes a new playground, exercise track with fitness stations, half court basketball area, skate area and picnic shelters.

Stage 1 of the Enfield Aquatic Centre was also completed with new indoor amenities and additional community spaces, and the Blair Park enhancements commenced with a new playground and improved amenities.

Meanwhile, we remain committed to our back to basics approach with our extensive capital works program injecting \$3.4 million for our local roads, footpaths, drainage and parks.

Looking ahead, we will carry our strong momentum into the new financial year with Stage 2 of the Enfield Aquatic Centre, Henley Park Master Plan and Town Centres Beautification Project.

I am proud of our Council's performance in 2017-18 and our achievements are a testament to the hard work and dedication of Councillors and Council staff coming together to ensure Burwood remains a great place to live, work and visit.

CR JOHN FAKER
Mayor of Burwood



BRUCE MACDONNELL
GENERAL MANAGER

MESSAGE FROM THE

GENERAL MANAGER

Burwood Council continues to remain a financially sustainable organisation; building on our recent success to achieve a surplus of \$16.4 million while continuing to enhance the quality of existing services.

This Annual Report brings to a close our Delivery Program 2013-2018. During this financial year, our newly elected Council has commenced the process of reviewing our existing Community Strategic Plan in order to ensure the community's current and future needs can be delivered by

Council. This has included an extensive community wide consultation. The revised Plan was adopted by Council in June 2018 and will come into effect next financial year.

I appreciate the support and commitment to Burwood given by the Councillors throughout the year and look forward to working together to continue our success.

BRUCE MACDONNELL
General Manager



YEAR IN REVIEW

Council continues its success in 2017-18 with a \$16.4 million surplus while delivering new and existing projects and services to the community.

The Annual 2017-18 highlights the achievements in implementing the Delivery Program 2013-2018 and Burwood2030 Community Strategic Plan.

This Report is the final iteration of the Delivery Program 2013-2018 which was extended for an additional year due to the Local Government reforms. An End of Term Report 2013-2017 was

also prepared following the Council Elections held in September 2017 detailing the achievements in implementing the Community Strategic Plan over the previous four years. In addition, Council provides quarterly reports on the actions in the Delivery Program.

OUR FINANCIAL PERFORMANCE

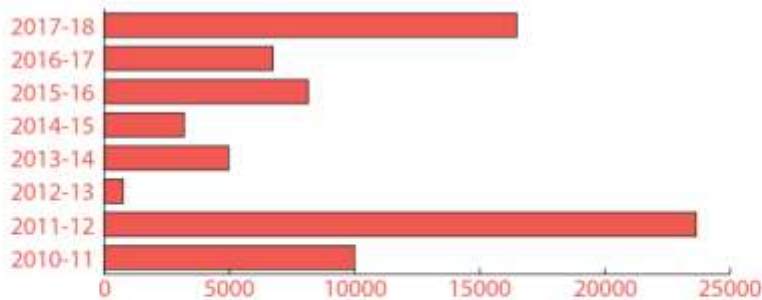
2017-18 TOTAL INCOME \$63.075 MILLION



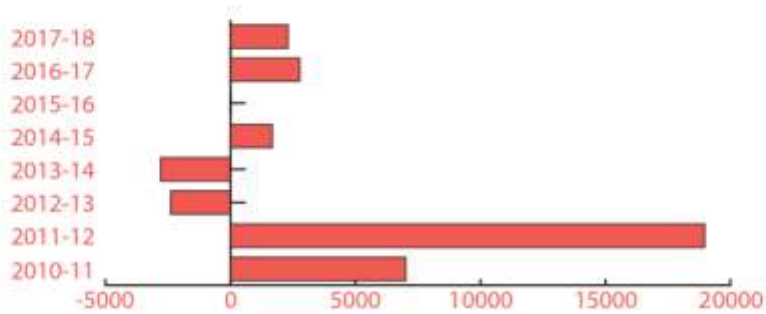
2017-18 TOTAL OPERATING EXPENSES \$46.593 MILLION



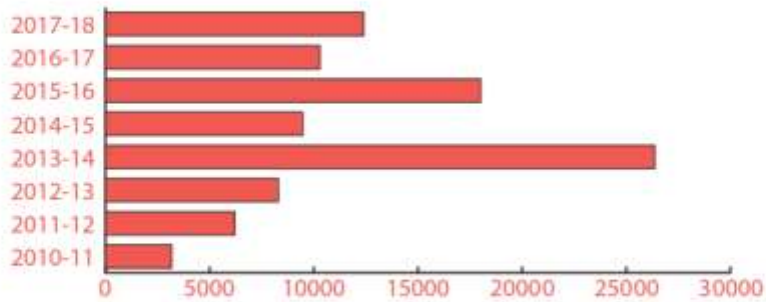
OPERATING RESULTS '000s



OPERATING RESULTS BEFORE CAPITAL '000s



OPERATING RESULTS BEFORE CAPITAL '000s



2017-18 STORMWATER MANAGEMENT

Levied.....	\$279
Expenditure.....	\$279

During 2017-18 an amount of \$279,315 was expended for stormwater services and included works in the following areas:

- Wentworth Road - Minna Street to Nicholson Street (pipe and pit reconstruction)
- Shaftesbury Road - Brooklyn Street to Wyalong Street (pipe and pit reconstruction)
- Rawson Street (pipe and pit reconstruction)
- Seymour Street (pit reconstruction)

OUR ACHIEVEMENTS

SERVING OUR COMMUNITY



CALLS ANSWERED BY CUSTOMER SERVICE



CUSTOMERS SERVED AT THE COUNTER



RESPONSE RATE WITHIN 2 HOURS OF FACEBOOK ENQUIRIES

CELEBRATING OUR DIVERSITY



350,000 visitors to civic, multicultural and memorial events



\$40,000 in grants given to local community groups

A SUSTAINABLE FUTURE



54% of general waste processed turned into compost



22,467L of rubbish removed from town centres

A SAFE AND CLEAN ENVIRONMENT



51 CCTV applications received and processed



470 food inspections undertaken

IMPROVING INFRASTRUCTURE



\$3.4m invested in our local roads, footpaths, drains, kerb and gutters, and playgrounds

8,100m² of footpaths reconstructed

8,300m of roads reconstructed

600m of stormwater pipes upgraded

OUR FACILITIES

ENFIELD AQUATIC CENTRE



78,928
visits to the
Enfield Aquatic
Centre

12% increase in Learn to Swim

Extended operating hours

LIBRARY & COMMUNITY HUB



593,984
visits to the Library &
Community Hub
199,826
resources borrowed

\$111,360 in funding received from
State Library of NSW to deliver innovative and
digitally responsive library services

PLANNING FOR OUR FUTURE



200+ Development
Applications determined

BLPP Burwood Local Planning
Panel formed and inducted

ENGAGING OUR COMMUNITY



540,000 views on
Council's website

28% increase in
Council's social media
audience

12 Council Meetings conducted

PROVIDING SUPPORT TO OUR RESIDENTS



564 volunteering
enquiries processed by the
Volunteer Network



181 podiatry clients
assessed

2ND



RANKED SECOND
NATIONALLY FOR
EXCEEDING PHONE
SERVICE TARGET
WAIT TIME



COMMUNITY
STRATEGIC PLAN
CONSULTATION



WANGAL PARK
EMBELLISHMENTS
COMPLETED



ENFIELD AQUATIC
CENTRE STAGE 1
COMPLETED

OUR STATUTORY REQUIREMENTS



ELECTED REPRESENTATIVES

During 2017-18 an amount of \$320,574 was expended on the payment of expenses and the provision of facilities for Councillors. These expenses were provided in accordance with Council's Councillors' Expenses and Facilities Policy and were made up as follows:

Mayor & Councillors' Fees	
Mayoral Fee	42,120
Councillors' Fees	128,948
Total	171,068

Expenses & Provision of Facilities for Mayor & Councillors	
Travelling Expense (Mayoral Vehicle)	17,000
Professional Development	1,200
Conferences & Seminars	12,533
Travel Expenses	1,534
Mayoral Publications (Advertising)	36,703
Mayoral Receptions/Civic Functions	23,762
Grants, Donations	14,367
Councillors Civic Expenses	-
Laptop Computers, Mobile Phone & Accessories (Capitalised)	-
Telecommunication Expense	3,733
Printing, Stationery & Postage	36,673
Miscellaneous	2,001
Total	149,506



SENIOR STAFF

Employee	Salary Component	Employer Super/ Salary Sacrifice	Non Cash Benefit (Car)	Reportable FBT	Non Cash Benefit (Leave)	Total Package
Michael McMahon* General Manager	\$275,444	\$13,417	\$5,084	\$17,402	\$5,002	\$316,349
Bruce MacDonnell* General Manager	\$256,434	\$25,394	\$10,868	\$20,348	\$-	\$313,044
Other Senior Staff	\$208,682	\$24,557	\$10,157	\$22,001	\$-	\$265,397
Total Senior Staff	\$740,560	\$63,368	\$26,109	\$59,751	\$5,002.00	\$894,790

* Michael McMahon left on 31 November 2017 and Bruce Macdonnell commenced as Acting General Manager on 1 December 2017 and was appointed as General Manager on 28 March 2018.

ORGANISATIONAL STRUCTURE



Deputy General Manager
Land, Infrastructure
& Environment

Deputy General Manager
Corporate, Governance
& Community





DETAILS OF CONTRACTS AWARDED (GREATER THAN \$150,000)

Supplier	Description	Amount Per Year or Life of Contract (excluding GST)
Quest Effect	Safe & Clean Tender	\$230,000
Creative Recreation Solutions	Removal of Existing Play Equipment & the design Supply & installation of New Play Equipment in Portland St, Mitchell St, Henley Park & Russell Street Reserve	\$329,964.74
Glenn Simpson Landscapes	Construction, Supply & Installation of the Wangal Park Playground	\$393,374.63
Veolia Environmental Services Pty Ltd	Advanced Waste Treatment-SSROC	\$21,000,000.00
Fuji Xerox Australia Pty Limited/ WINC	SSROC -Copy Paper/	Standing Offer Agreement
Various Suppliers	SSROC Temporary Staff	Standing Offer Agreement
	SSROC LineMarking T2017-01	Standing Offer Agreement
	Complete Linemarking Services	Standing Offer Agreement
	Guidance Road Management	Standing Offer Agreement
	Workforce Road Services	Standing Offer Agreement



STATEMENT OF PARTNERSHIPS, CO-OPERATIVES AND JOINT VENTURES

REGIONAL RECYCLING MATERIALS CONTRACT

The regional recycling materials contract for the receiving, sorting and marketing of dry recyclables was established between six Councils including Burwood, Strathfield, Canada Bay, Ashfield and Leichhardt (now Inner West Council) and Auburn (now Cumberland Council), continued during the reporting year. The contract resulted in an additional income stream for Council. The new contract commenced on 1 October 2013 and is for a seven year period.

JOINT BURWOOD/STRATHFIELD RECYCLING COLLECTION CONTRACT

Strathfield Council advised in April 2017 that they would not be continuing with the Contract as they would be carrying out the collection services independently. The contract ceased in July 2017 and Burwood has made arrangements for the continuation of the service through Council's domestic waste collection contractor Cleanaway.

SSROC WASTE DISPOSAL CONTRACT

Burwood Council along with seven other SSROC Councils has entered into an agreement with Veolia Environmental Services for a long term waste disposal contract. The contract commenced in July 2016 and a prime focus is the recovery of recyclable and reusable material from the domestic stream resulting in a reduction in the quantities of waste material that is disposed of to landfill.

BURWOOD LEICHHARDT GREEN WASTE AND CLEAN UP MATERIAL CONTRACT

Burwood Council along with Leichhardt Council called for tenders for the receipt and processing of green waste material and clean up material which is collected from residential properties. The Councils awarded the contract to Veolia Environmental Services for a period of three years commencing 1 July 2014.

 **GRANTS PROVIDED**

Grant	Amount
Financial Assistance Grants	1,010,560
Pensioner Rebate Subsidies	225,309
LIRS Interest Subsidies	40,854
Family Leave Subsidy	75,046
NSW Small Business	5,000
Street Lighting Subsidy	80,000
Bus Route Subsidy	20,740
HACC Development	221,472
HACC Podiatry Services	685,074
HACC Enablement & Training	96,712
Social Planning	19,633
Aged Disability Services	33,116
Children & Families	53,503
Volunteer Network & Projects	141,535
Youth Services & Projects	1,782
Library Per Capita Grant	67,534
Environment Management - Education	-60,545
Recreational - Wangal Park	1,025,943
Recreational - BlairPark	601,140
RMS Road Safety Projects	131,419
RMS Road Capital Grants	121,000
Roads to Recovery Grant	235,539
Library Capital Resources Grant	144,870
Total	4,977,234





SPECIAL RATE VARIATION

Following extensive community consultation, in 2014 Council submitted an application to the Independent Pricing and Regulatory Tribunal (IPART) for a special rate variation. On 3 June 2014, IPART approved Council's application for a special rate variation, allowing for a four-year progressive increase, commencing in 2014-15.

The additional funding received from the special variation is allocated to fund Council's comprehensive capital works program to upgrade local roads, kerbs and parks.

Below indicates the projects funded by the special rate variation during the 2017-18 period.

		Income	Expenditure
Income levied throughout 2017-18 from Special Rate Variation		\$919,356.00	
Work carried out	Location		
Footpath Renewal/Upgrade	George Street (to Victoria Street)		\$7,811.86
Footpath Renewal/Upgrade	Albert Crescent (Lucas Road to Shaftesbury Road)		\$128,089.33
Footpath Renewal/Upgrade	Fitzroy Street (Paisley Road to Reed Street)		\$142,065.42
Footpath Renewal/Upgrade	Hennessey Street		\$51,957.61
Kerb and Gutter Renewal/Upgrade	Burleigh Street (Railway Parade to Belmore Street)		\$20,674.00
Kerb and Gutter Renewal/Upgrade	Young Street (Irrara Street to Queen Street)		\$29,076.38
Kerb and Gutter Renewal/Upgrade	Young Street (Grosvenor Street to Gibbs Street)		\$25,680.43
Road Reconstruction	Mosley Street (Cooper Street to Everton Road)		\$137,761.59
Road Reconstruction	Queen Street (to Ivanhoe Road)		\$98,100.00
Road Pavement	Nicholson Street (Iceton Street to Conder Street)		\$6,141.00
Road Pavement	Everton Road (Wentworth Road to Mosley Street)		\$7,691.00
Road Pavement	Neich Parade (Parramatta Road to Comer Street)		\$7,326.00
Maintenance of Roads			\$65,000.00
Maintenance of footpaths			\$82,356.00
Maintenance of kerb and gutter			\$18,500.00
Maintenance of parks			\$18,500.00
Recreation upgrades	Henley Park Playground (No. 2)		\$106,671.97
Total		\$919,356.00	\$953,411.67



LEGAL COSTS PROCEEDINGS AND SERVICES

During 2017-18 Council incurred expenses in the amount of \$782,687 in proceedings taken by, or against Council, in accordance with s 428(e) of the Local Government Act 1993 (NSW). Details of all legal matters dealt with during 2017-2018 are as follows:

Subject	Proceedings By Burwood Council	Proceedings Against Burwood Council	Results	Costs \$	Costs Awarded/Recovered/Fines \$
Legal Proceedings					
Supreme Court - 13 Appian Way		•		201,099	
Land & Environment Court - 248-250 Liverpool Road	•			46,236	188,340
Land & Environment Court - 77 Liverpool Road		•		5,319	
Appeal, Land & Environment Court - 24 Burleigh Street		•	Finalised	76,118	
Appeal, Land & Environment Court - 12-14 Gloucester Street		•	Finalised	22,148	23,000
Appeal, Land & Environment Court - 31 Conder Street		•	Finalised	7,638	
Appeal, Land & Environment Court - 9-11 Oxford Street & 98 Wentworth Road		•	Finalised	49,877	15,000
Appeal, Land & Environment Court - 21-23 Gladstone Street		•	Finalised	23,867	
Appeal, Land & Environment Court - 39-41 Conder Street		•	Finalised	6,359	
Appeal, Land & Environment Court - 146-152 Liverpool Road		•	Finalised	7,421	
Appeal, Land & Environment Court - 42 Claremon Road		•	Finalised	4,092	
Appeal, Land & Environment Court - 31 Wyatt Avenue		•	Finalised	19,274	
Appeal, Land & Environment Court - 21-23 Belmore Street		•		40,206	
DA Consent Breach - 79-81 Liverpool Road Burwood		•	Finalised	1,540	
Unlawful Use - 10 Daisy Street	•			23,797	
DA Consent Breach - 42-44 Meryla Street		•	Finalised	2,055	12,000
DA Consent Breach - 283-284 Liverpool Road		•			8,000
DA Consent Breach - 33-39 Georges River Road		•	Finalised	1,349	15,446
DA Consent Breach - 10 Gladstone Street		•	Finalised	1,664	5,800
DA Consent Breach - 10-12 Burwood Road		•	Finalised	1,813	
DA Consent Breach - 116-118 Burwood Road		•	Finalised	4,203	
Unlawful Use - 33 Tavistock Street	•		Finalised	891	
Unlawful Use - 48 The Strand	•		Finalised	8,641	7,000
Unlawful Use - 45 Cheltenham Road	•		Finalised	50,527	
Illegal Building Works - 2 Culdees Road	•		Finalised	17,367	
Illegal Building Works - 185 Georges River Road	•				50,085
Sub Total				623,501	324,671
Legal Services					
Environment Enforcement				5,294	298,930
Legal Advice - Miscellaneous Matters				37,053	33,948
Legal Advice - Council Contractual Obligations				27,036	5,217
Debt Recovery Actions				39,007	48,516
Voluntary Planning Agreements				50,797	54,054
Grand Total				782,687	765,336

Council uses the services of a debt collection agency for the collection of overdue rates and charges and sundry debtor accounts. As a result of this service, some legal proceedings are instigated. The cost of this service amounted to \$39,007 the period 2017-2018, of which the majority is recoverable from the ratepayer or trade debtor. No rates and charges were written off during the year.



BURWOOD LOCAL PLANNING PANEL

The Burwood Local Planning Panel was launched in March 2018. The BLPP determines development applications on behalf of Council, and provides other advice on Council on planning matters. The BLPP held two meetings in 2017-18. All business papers, minutes and audio recordings of meetings are published on Council's website.

BURWOOD DEVELOPMENT CONTROL PLAN

Council, at its meeting on 26 June 2018 resolved to adopt Amendment No. 4 to the Burwood Development Control Plan. Amendment No. 4 will come into effect on 1 August 2018.

PLANNING AGREEMENTS

Council received 9 Voluntary Planning Agreements and executed 4 agreements during 2017-18.

DETAILS OF WORK CARRIED OUT ON PRIVATE LAND

No works were carried out on private property for the reporting period.

COMPANIES IN WHICH COUNCIL HELD A CONTROLLING INTEREST

Council does not hold a controlling interest in any companies



POOL INSPECTIONS OF PRIVATE SWIMMING POOLS

July 2016 - June 2017	
Inspections of Tourist and Visitor Accommodation	4
Number of inspections where 2 or more dwellings	8
Number of inspections where Compliance Certificates	116
Non Compliance Certificates issued	2
Number of inspections for dwellings with an 'Eligible for Compliance Certificate'	46



 **COMPANION ANIMALS**

Council delivered a number of programs this year in relation to animal management. Apart from these programs, Council has a set of companion animal obligations which must be undertaken during the year and below is a summary of achievements:

- Increased enforcement of off-leashed dogs in public places and the introduction of educational articles on responsible companion animal management. The increase of enforcement of the off-leash areas and dogs roaming public places has highlighted a low dog attack rate in the area.
- Lodgement and submission of pound data collection information to the Office of Local Government at the end of the financial period
- The immediate notification to the Office of Local Government for all reported and known dog attacks in the Burwood LGA
- Council has continued to ensure that the majority of animals are re-homed as per the “no kill policy” and funding allocated to ensure the success of this program. Funding for this program is generated from the Companion Animal Funds, donations from the public and Council. The “no kill” policy does not take into consideration dangerous dogs, restricted dogs and feral cats as there are legislative provisions preventing each of these categories being re-homed. However, Council has maintained a high percentage of re-homed animals and our reputation is reflective of our high standards
- Currently Council has four off-leash dog areas within the Burwood LGA with new fencing, new signage and better defined areas. Council is creating a new off leash area at Blair Park and this will take our total off leash areas to four. Overall, Council has not only met its requirements relating to companion animal activities but also improved its enforcement service to the community ensuring Burwood is a safer place to live by enforcing legislative provisions.

 **ORGANISATIONAL INTEGRITY**

Actions taken in 2017-2018 by the Internal Ombudsman to promote staff awareness include:

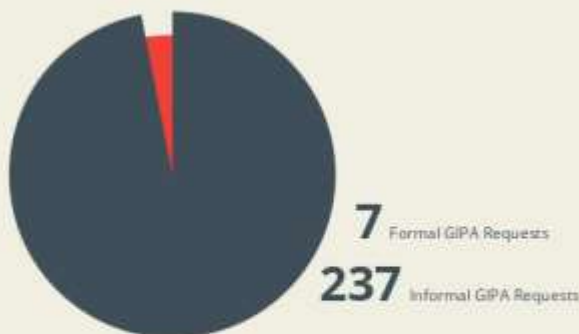
- Code of Conduct training delivered to all staff in June/July 2017, which incorporated 'Fraud and Corruption', and 'Public Interest Disclosures'
- Regular publications in Council's "Line in the Sand" e-newsletter about reporting and ethical conduct.
- Independent Ethical Health Suvey commencing in June 2018 to gauge Council's ethical health in order to enhance Council's ethical framework and resilience to corruption.

PID OBLIGATIONS

July 2016 - June 2017	
PIDs made by public officials	3
Number of PIDs received	3
Of PIDs received, number primarily about:	
Corrupt conduct	3
Maladministration	0
Serious and substantial waste	0
Government information contravention	0
Local Government pecuniary interest contravention	0
Number of PIDs finalised	3

 **ACCESS TO INFORMATION**

Council's Public Officer is responsible for dealing with requests from the public in gaining access to information under the Government Information (Public Access) Act 2009. The Public Officer is supported by the Governance Officer in relation to the administration of all access to information applications received by Council.



GOVERNMENT INFORMATION (PUBLIC ACCESS) STATISTICS

Council received a total of 244 formal and informal GIPA requests during 2017-18.

**EQUAL EMPLOYMENT OPPORTUNITY**

Council's existing EEO Management Plan will be reviewed and revised under the new Workforce Plan 2018-2022 which comes into effect in the 2018-19 year.

DISABILITY INCLUSION PLAN

Council's Disability Inclusion Plan 2017-2021 came into effect on 27 June 2017.

CARERS RECOGNITION

Council distributed \$3,000 in funding as part of its Community Grants to two local organisations that provide support for carers.

STAFF AND COUNCILLOR DEVELOPMENT

The newly elected Council was appointed in September 2017 following the Local Government Elections. The new Council received training and staff development on a range of topics including:

- Code of Conduct
- Code of Conduct Meeting Practice
- Councillors' Expenses and Facilities
- Conflict of Interest
- Related Party Disclosures
- Public Interest Disclosures
- Gifts and Benefits

In addition, Council Staff received a range of learning and development programs including:

- Ongoing mental health and wellbeing initiatives
- WH&S training and initiatives
- 110 individual and collective personal and professional development programs
- Inductions for new staff

DETAILS OF OVERSEAS VISITS

In May 2018 the Executive Manager Organisation Development, as part of a delegation of CivicRisk Mutual members, attended the Public Risk Management Association PRIMA 18 Conference in Indianapolis USA.

The conference focused on enterprise risk management, cyber risk and local authority (government) risk management as well as the delegation meeting with eighteen public entity (local government) insurance mutuals in Madison, Chicago, Wadsworth and Washington DC. All costs were met by Civic Risk Mutual.



OUR ENVIRONMENT

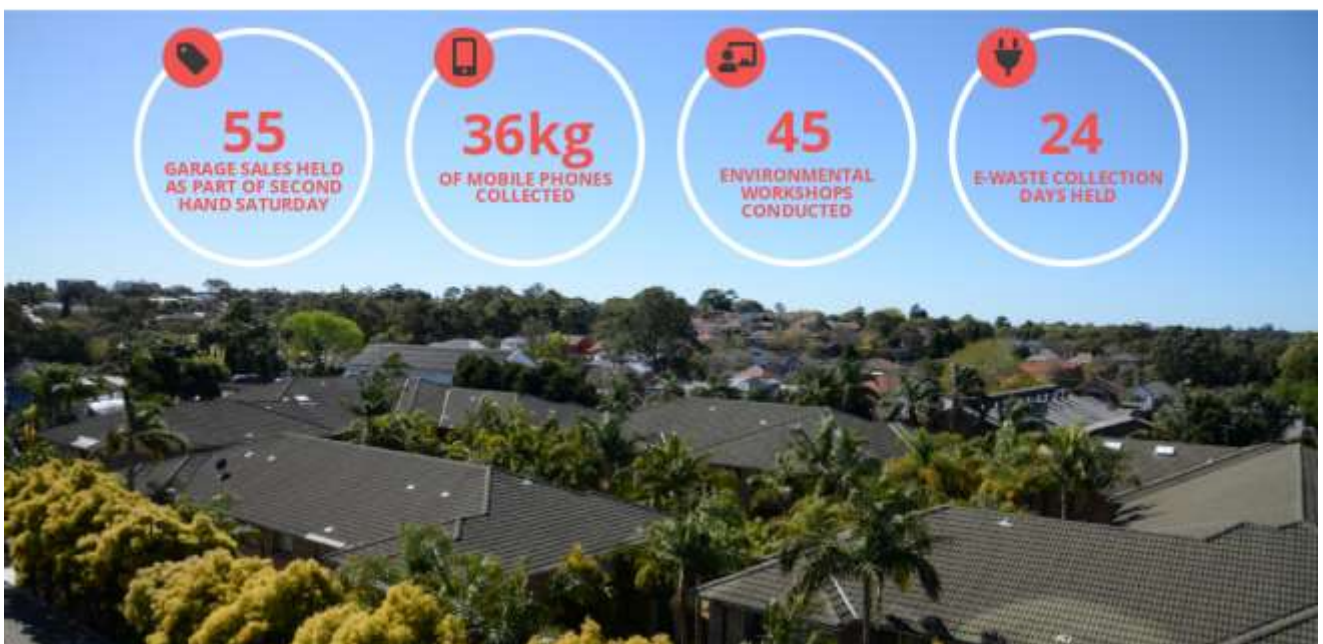
An important element in the growth and development of Burwood is to ensure that Council and the community recognise the significance of protecting and maintaining a sustainable environment. Recognising its community leadership role in environmental management, Burwood council carefully considers the environmental impacts associated with any of the activities resulting from any new policy, program or plan it formulates and develops. Further, Council is committed to developing and fostering a range of corporate and community 'green' actions and initiatives.

The State of the Environment Report (SoE) presents the condition of the Burwood Local Government Area (LGA) and the human impacts on our local environment during the 2017-2018 financial year as identified in the Burwood Council Community Strategic Plan.

STRATEGIC GOAL: IMPROVED WASTE MANAGEMENT

Action	Service	2017-18 Assessment Measures
Better promote existing recycling services	Education	Information is provided on Council's website and updates featured in both the quarterly newsletters to residents and regular updates through the Mayoral column in the local paper.
		Recycling information was provided to MUDs, as requested by the body corporate, including multi lingual pamphlets.
Encourage a reduction in waste generation through the community education	Education	Council continued to organise and promote Second Hand Saturday events. The LGA is divided into five areas and within each area residents have the opportunity to hold a garage sale which is advertised by Council and a registration kit sent out with resources to promote and use on the day of their sale. A total of fifty five (55) garage sales were held during 2017-18.
		Council promoted the diversion of organic material from landfill through the promotion of the Compost Revolution program, which allows Burwood Council residents to purchase worm farms or compost bins at 50% off with free delivery. The Compost Revolution program promotes how easy it is to recycle food and organic waste at home along with online how-to guides and trouble shooting information. 29 compost bins and 25 worm farms were purchased by Burwood LGA residents during the reporting period.
		Council continued to offer both a battery recycling program and a mobile phone recycling program through collection points located in Customer Services. During the reporting period 36kg of mobile phones and accessories were collected for recycling.
		Council, through the Providing the Links program, undertook 45 free presentations to primary schools in the LGA on a range of topics including The Wrap on Wrapping, Caught on Composting and Science of Sorting with 1,223 students receiving the presentations. Childcare centres in the LGA also benefited from Professional Development Sessions with 52 staff members receiving training.
		Council continued to offer regular free electronic waste (e-waste) drop-off days at the Council Depot. During the reporting period 24 drop-off days occurred.
		Council has continued its partnership with the Love Food Hate Waste program, which is managed by the NSW Environment Protection Authority (EPA). The program aims to raise awareness about the impact of food waste in NSW and reduce how much 'good' food is wasted. The program helps residents to avoid food waste, save time and money and reduce their environmental impact by planning better, shopping smarter and storing food effectively. Council promoted the program on the website and through the quarterly residential newsletters

		<p>Council developed The Clean & Safe Program. It is a partnership between Burwood Council's Waste and Community Services departments to address issues on illegal dumping and littering as well as personal and household safety. The program was divided into two parts. Part 1, The Household Safety Plan Booklet will encourage residents to think proactively about in and outside the home as well as educating them on issues around illegal dumping and littering. Part 2 of the project was the development of two characters 'Captain Clean Up' and 'Super Safe Sally'. The characters were based on super hero concepts which discuss the importance of keeping the environment clean and the personal safety of young children. The life size heroes will visit Primary Schools in the LGA to promote the Clean and Safe message. The project was part funded by the NSW EPA's Waste Less, Recycle More initiative, funded from the waste levy.</p>						
<p>Establish clear targets for recycling and reducing waste to landfill</p>	<p>Waste</p>	<p>The Strategic Waste Action Plan (SWAP) implementation continued with promotion and encouragement of correct recycling practices through regular education campaigns, yearly bin inspection programs and working with strata managers of Multi-Unit Dwellings (MUDs) to improve recycling from unit buildings.</p> <p>Council has entered into a waste disposal contract with Veolia for the treatment of residual waste from the red lid bin. Approx. 54% of the material from the general waste bin will be processed and made into compost. This will lead to a significant reduction in the amount of waste from Burwood being disposed of to landfill. The new contract commenced on 1 July 2017.</p> <p>The amount of kerbside material collected for the 2017-2018 reporting year is as follows:</p> <table border="1" data-bbox="746 1144 1153 1240"> <tr> <td>Waste</td> <td>7849 tonnes</td> </tr> <tr> <td>Recyclables</td> <td>2298 tonnes</td> </tr> <tr> <td>Green waste</td> <td>1977 tonnes</td> </tr> </table>	Waste	7849 tonnes	Recyclables	2298 tonnes	Green waste	1977 tonnes
Waste	7849 tonnes							
Recyclables	2298 tonnes							
Green waste	1977 tonnes							



STRATEGIC GOAL: REDUCE IMPACTS OF POPULATION GROWTH ON THE ENVIRONMENT

Action	Service	2017-18 Assessment Measure
Hold a program of workshops to encourage more sustainable practices around the home and provide these in different languages	Workshops	Council's Treading Lightly free workshop program continued with eight workshops hosted by Council throughout the reporting year. Workshop topics ranged from Australian Animals Display, Growing Veggies in Containers, Sustainable Cooking, Balcony Gardens.
Seek community interest and support the establishment of community gardens in neighbourhoods to use as education tools	Community Gardens	Council has considered the possibility of establishing a community garden however has decided at this time to defer any further action.
Educate the community on native plants and animals	Education	Council identified species of local native flora and fauna and the information is available on Council's website
Provide incentives or awards for projects, developments and initiatives that promote environmental sustainability	Incentives and Awards	Program has been temporarily deferred.

STRATEGIC GOAL: LEADERSHIP IN ENVIRONMENT SUSTAINABILITY

Action	Service	2017-18 Assessment Measure
Promote Burwood as a Tidy Town and encourage community ownership	Promote Burwood as a Tidy Town	The Illegal Dumping Officer position continues to tackle the problem of illegally dumped material. Together with current practices this role reports on the extent of the problem in the area and implements possible initiatives to reduce / overcome the problem.
		Council continued trialling the use of mobile CCTV cameras to further reduce the incidence of dumped rubbish and graffiti throughout the LGA.
		Information on waste transfer stations and self-haul disposal options is on Council's website.
Promote greater use of more efficient green technologies and alternative energy sources	Green Technologies and Alternative Energy Sources	Council continues to promote sustainability and energy conservation through the Treading lightly workshops

STRATEGIC GOAL: COMMUNITY EDUCATED ON SUSTAINABLE PRACTICES

Action	Service	2017-18 Assessment Measure
Develop management plans that improve the performance of Council operations to address global warming	Develop Management Plans	<p>Council continued to implement initiatives and programs relating to the following Plans:</p> <ul style="list-style-type: none"> • Green Action Plan • Sustainability Action Plan • Strategic Waste Action Plan • Litter and Illegal Dumping Prevention Plan • Sustainable Event Management Plan • Waste Less Recycle More (WLRM) NSW EPA program <p>A report was submitted to Council advising of the progress and action taken in relation to each of the plans</p>

LOOKING FORWARD: THE FUTURE

The diversion of waste from landfill remains a priority for Burwood Council. Council has joined with other Southern Sydney Regional Organisation of Councils (SSROC) Councils to develop a comprehensive regional waste strategy which provides a suite of initiatives that will encourage and promote resource recovery and waste diversion. This will be supported with funding from the NSW EPA as part of the Waste Less Recycle More program.

END OF REPORT

(ITEM IN36/18) ANSWERS TO QUESTIONS WITHOUT NOTICE - COUNCIL MEETING OF 25 SEPTEMBER 2018

File No: 18/38233

REPORT BY GENERAL MANAGER

Summary

At the Council Meeting of 25 September 2018 the following Questions without Notice (QWN) were submitted by Councillors. Council Officers responded to the QWN and Councillors were notified on 4 October 2018 of the outcome of the QWN.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making.

These are now submitted as part of the Council Agenda for Public Notification:

QUESTIONS WITHOUT NOTICE – COUNCIL MEETING OF 25 SEPTEMBER 2018	
Question	Response
<p><u>Question 1 - Cr Joseph Del Duca</u></p> <p>What avenues are available for local residents to have input and assurance that their voices are heard in relation to planning proposals?</p>	<p><u>Group Manager Strategic Planning, Heritage and Place Planning</u></p> <p>There is no formal community consultation process ahead of the initial consideration of a planning proposal by the Local Planning Panel and/or the Elected Council. Instead, surrounding landowners are advised of the Panel or the Council meeting and invited to attend. They are also advised that the report on the planning proposal to the meeting will be available for viewing on Council's website from a certain date before the meeting, that the meeting is open to the public, and that anyone wanting to speak at the meeting is required to register before the meeting. This way, local residents are aware of the planning proposal and can voice their opinion at the meeting.</p> <p>A Gateway Determination issued by the Department of Planning and Environment for a planning proposal will specify requirements for community consultation. This will be the community consultation statutorily required under the planning legislation. A public notice is placed in the local newspaper and on Council's website. Copies of the planning proposal and its supporting documents are made available on Council's website and at Council's Administration Centre. Local residents and landowners are advised in writing and invited to comment on the planning proposal. The public consultation period will usually be 14 or 28 days, but may vary and depends on the conditions in the Gateway Determination.</p> <p>Outcomes of the community consultation must be reported to Council. The report must discuss any written submissions received and comments by Council officers.</p>

No Decision – Information Item Only**Attachments**

There are no attachments for this report.

(ITEM IN37/18) PETITIONS

File No: 18/38236

REPORT BY ACTING DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE AND COMMUNITY

Summary

Petitions received are reported to Council on a monthly basis. Council has received one Petition since the August Council Meeting.

Operational Plan Objective

2.1.1 Provide opportunities for discussions and report decisions back to the community.

Background

Date Received	Petition Subject	No. of Households and Businesses within the LGA	No. of Households outside the LGA	Responsible Council Division
28 September 2018	Residents objecting to BD.2018.090 – Childcare Centre at 12 Minna Street, Burwood	12	0	Land, Infrastructure and Environment

Comments

That Council notes that the Petition has been referred to the appropriate Council Officers for attention.

No Decision – Information Item Only**Attachments**

There are no attachments for this report.

(ITEM IN38/18) SAFE & CLEAN TEAM - QUARTERLY PERFORMANCE REPORT

File No: 18/39292

REPORT BY ACTING DIRECTOR PLANNING AND ENVIRONMENTAL SERVICES

Summary

This report provides performance information on the Safe & Clean Team for the first quarter of the 2018/2019 period – service provider Quest Effect Pty Ltd acting as the Safe & Clean Team.

The Safe & Clean Team operates on a daily basis between the hours of 10.00am to 6.00pm. The Safe & Clean Team patrols all main business streets in the Burwood Local Government Area including Burwood Road, Liverpool Road, The Boulevarde, The Strand and Georges River Road as defined in the contract. The Safe & Clean Team, like the name suggests, focuses on ensuring that the main business streets are always clean by removing light litter and cleaning infrastructure, as well as reporting crime activity to Police and all local law breaches to Council. The Safe & Clean Team provides a physical customer service presence for Council along the main business streets. Below is a summary of their performance for the period:

Activity	July 2018	August 2018	September 2018	Total
Rubbish removed from roadway	2216 litres 18 (120L bins)	2324 litres 19 (120L bins)	2013 litres 16 (120L bins)	6553 54 (120L bins)
Shopping trolleys reported and removed from main streets	102	120	123	345
Advertising posters removed	30	15	40	85
Report Graffiti on Council Property	2	1	7	10
Report crime	0	0	0	0
Small spill clean ups	63	80	36	179
Distribute information leaflets	0	0	0	0
Report Road obstructions	0	0	2	2
Report maintenance issues	2	4	0	6

Note: The shopping trolleys left abandoned on the streets were reported to the relevant service providers and removed on a daily basis. During the period, shopping trolleys not removed were processed, impounded and fines were issued to the shopping trolley owner. Council is now seeing trolley collectors picking up trolleys once notified by Council. There is a concern that Council Officers are becoming pseudo trolley advisers and this is becoming a strain on resources.

The advertising posters were mainly small handwritten signs placed on poles, which were physically removed by the Team.

Rubbish removed from the roadway highlights that Burwood Road has the highest amount of light litter rubbish dumped on the street and this could be explained by the high volume of pedestrian traffic.

There was also an increase in small spills mainly along Burwood Road. Overall the presence of the Safe & Clean Team has made a substantial impact towards beautification of the main streets and the safety of the local community.

Operational Plan Objective

1.1.1 Maintain clean and attractive streets and public spaces.

No Decision – Information Item Only

Attachments

There are no attachments for this report.

(ITEM IN39/18) POWER OF ATTORNEY FOR THE GENERAL MANAGER - JULY TO OCTOBER 2018

File No: 18/39759

REPORT BY GENERAL MANAGER

Summary

At the Council Meeting of 24 October 2017, Council resolved to delegate to Bruce Gordon Macdonnell, then Acting General Manager, a prescribed Power of Attorney. The prescribed Power of Attorney remains in place since Council appointed Bruce Gordon Macdonnell the General Manager at the Council Meeting of 27 March 2018.

The resolution included a request for a report to Council every three months on all documents signed under the prescribed Power of Attorney.

Council notes that the following document was signed under Power of Attorney between 24 July 2018 and 24 October 2018:

- Lot 11 DP 790324 Hornsey Street Burwood, Contract of Sale to Anson City Developments 2 Pty Limited on 3 October 2018. Presented to Council on 25 September 2018

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making.

No Decision – Information Item Only

Attachments

There are no attachments for this report.