

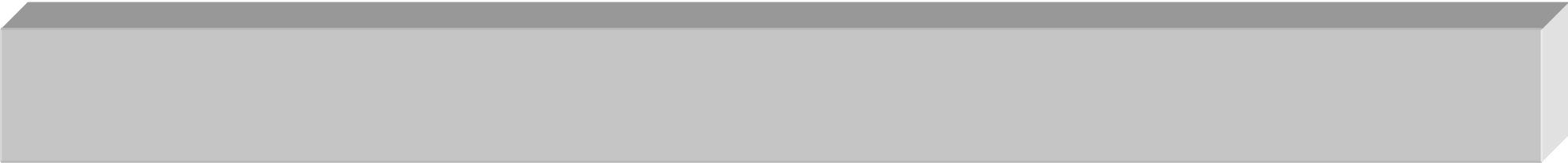
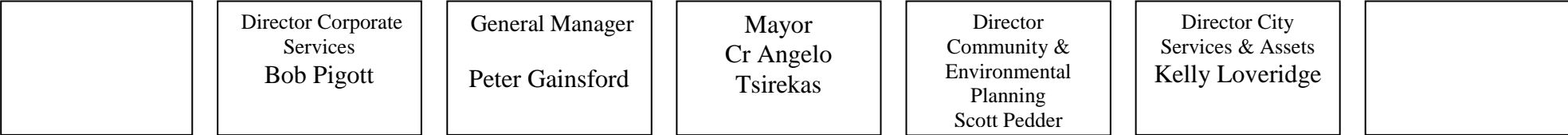


## **COUNCIL MEETING**

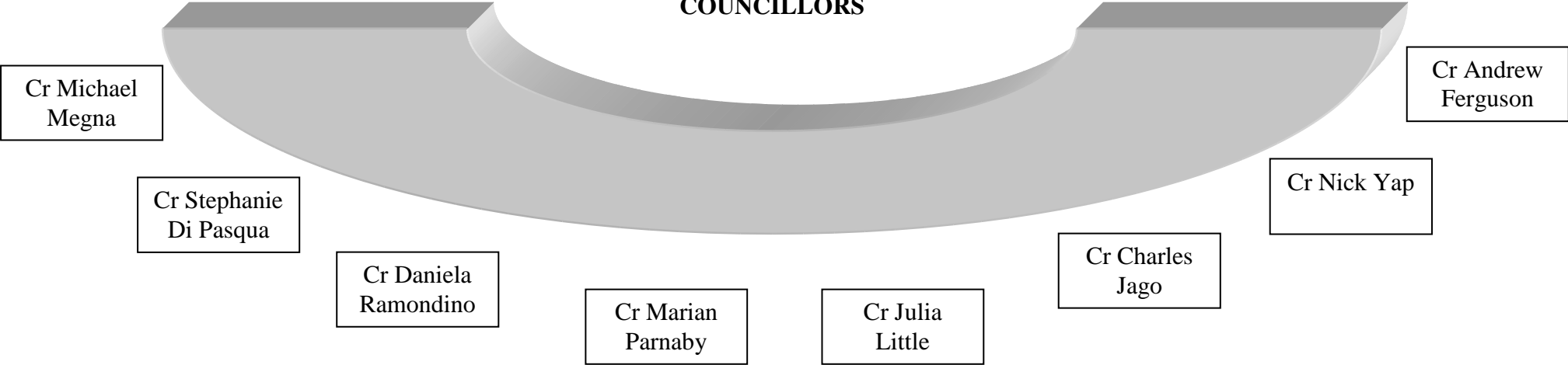
### **AGENDA**

*Council Chambers  
Canada Bay Civic Centre  
1a Marlborough Street  
Drummoyne*

*Tuesday, 4 December 2018  
Commencing at 6.00 pm*



**CITY OF CANADA BAY  
COUNCILLORS**





Dear Councillor,

An ordinary meeting of the Council will be held in the Council Chambers, Canada Bay Civic Centre, Drummoyne, on Tuesday, 4 December 2018 at 6.00pm.

### **AGENDA**

1. Welcome to Country
2. Apologies
3. Disclosures of Pecuniary and Non-Pecuniary Interest
4. Confirmation of Minutes
  - Council Meeting – 13 November 2018
5. Public Forum
6. General Manager's Reports
7. Notices of Motion

Peter Gainsford  
General Manager

4 December 2018

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## Council Meeting 04 December 2018

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***Please Note:***

The use of private tape recorders or other electronic devices, including mobile phones, is not permitted.

**ITEM-1            DEVELOPMENT APPLICATION DETERMINATIONS  
BY THE LOCAL PLANNING PANEL AND BY STAFF  
UNDER DELEGATION**

**Department      Community and Environmental Planning**

**Author Initials: SA**

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**EXECUTIVE SUMMARY**

This report provides Development Application statistical data in accordance with Council's previous resolution of 6 February 2018 on applications received, determined and applications considered by the Canada Bay Local Planning Panel (CBLPP) on 28 November 2018 and those to be considered at the meeting of 19 December 2018.

**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.4.1.    Provide transparent and informative Statutory Development services to assure approval processes are streamlined and timely and effective compliance is achieved.

**REPORT**

A report was considered by Council on 6 February 2018 which resulted in a resolution of Council appointing members of the Canada Bay Local Planning Panel (herein referred to as the CBLPP). The Council also resolved as follows:

*THAT a monthly report be submitted to Council detailing all applications and other matters considered and determined by the Canada Bay Independent Hearing and Assessment Panel (now Local Planning Panel) and all development applications determined by staff under delegated authority.*

In accordance with the above resolution, Council is now advised as follows:

The following applications were considered by the last CBLPP meeting held on 28 November 2018:

- DA2017/0404 for 12/1A Hilly Street, Mortlake - Construction of an awning over the terrace of an apartment in an existing residential flat building – recommended for approval subject to conditions.
- DA2017/0365 for 13/1A Hilly Street, Mortlake – Construction of an awning over the terrace of an apartment in an existing residential flat building – recommended for approval subject to conditions.

- DA2017/0397 for 283 Concord Road, Concord West - Torrens Title Subdivision into two allotments and construction of an attached dual occupancy on each allotment – recommended for approval subject to conditions.
- MOD2018/0127 for 14 Newcastle Street, Five Dock – Provide 1.5m high fixed obscure glazing to Bed 03 windows and reinstate 1m and 1.5m deep balconies to rear with 2m side setbacks – recommended for approval subject to conditions.
- DA2018/0162 for 380 Great North Road, Abbotsford – Alterations and single storey addition and change of use to a 48 place childcare centre with 5 car spaces – recommended for approval subject to conditions.

Please note that at the time of writing this report, the meeting had not been held.

#### **Items for Next CBLPP Meeting on 19 December 2018**

As of the date of this report, no applications are proposed to be referred to the next meeting of the CBLPP to be held on 19 December 2018.

Should the meeting proceed, the following costs are estimated to be incurred:

Panel member attendance fees, catering and staff time to attend the Local Planning Panel of 19 December 2018 is estimated at \$8500.00. This amount is itemised as follows:

- The Panel Chairperson is paid \$2,000 (ex GST) per meeting.
- The three Independent Experts and the Community Panel Members are each paid \$1,500 (ex GST) per meeting.
- The remaining \$2,000 per meeting is an estimate of the costs associated with an administration assistant and a senior planner attending the Panel for the entire day (7 hours) and catering for the Panel meetings. It also includes the costs of one to two planning staff attending the Panel meetings to answer questions relating to the individual items being considered by the Panel – these staff members may attend the meeting for approximately an hour per item.

The following Development Applications have been determined by staff under delegation between 30 October 2018 and 20 November 2018:

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DECISION & DATE DETERMINED
DA2017/0279	25.07.2017	16 Pomeroy Street, North Strathfield	Demolition of existing structures and construction of a two storey attached dual occupancy with strata subdivision	Approved 07.11.2018

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DECISION & DATE DETERMINED
DA2017/0319	22.08.2017	13 Burke Street, Concord West	Demolition of existing dwelling and structures and construction of a new two storey duplex with at grade parking and strata subdivision	Approved 16.11.2018
DA2017/0467	13.11.2017	18 Noble Street, Concord	Demolition of existing structure and construction of a new dual occupancy with strata subdivision	Approved 07.11.2018
DA2017/0496	30.11.2017	2 Tripod Street, Concord	Demolition of existing dwelling and construction of a new two storey dual occupancy	Approved 30.10.2018
DA2017/0510	07.12.2017	8 William Street, Five Dock	Upgrade of existing façade, new Porte-Cochere with balcony above, outdoor dining area, children's play area and associated works	Approved 09.11.2018
DA2017/0518	12.12.2017	46 Russell Street, Russel Lea	Construction of a family/rumpus room over an expanded garage	Approved 30.10.2018
DA2018/0080	21.03.2018	563 Great North Road, Abbotsford	Inclusion of a new component of the ground floor commercial premises, modification of operating hours of existing restaurant to Sunday-Wednesday, 7am to 4pm and Thursday-Saturday, 7am to 10pm	Refused 06.11.2018
DA2018/0104	17.04.2018	22 Murralong Avenue, Five Dock	Alterations to existing dwelling and outbuildings, first floor addition and a new swimming pool	Approved 30.10.2018
DA2018/0126	04.05.2018	37 Queen Street, North Strathfield	Demolition of existing dwelling and construction of a new two storey attached dual occupancy with strata subdivision	Approved 05.11.2018
DA2018/0155	01.06.2018	39 Russell Street, Russell Lea	Alterations to existing ground floor with first floor addition	Approved 30.10.2018
DA2018/0164	13.06.2018	14A Collingwood	Demolition of	Withdrawn 14.11.2018

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DECISION & DATE DETERMINED
		Avenue, Cabarita	existing dwelling and construction of a two storey dwelling which includes basement carpark and swimming pool	
DA2018/0185	06.07.2018	14 David Street, Concord	Alterations and additions to existing semi-detached dwelling including carport and front awning	Approved 07.11.2018
DA2018/0187	10.07.2018	48 Halley Street, Five Dock	Construction of a new two storey dwelling	Withdrawn 16.11.2018
DA2018/0200	20.07.2018	4 Broughton Street, Drummoyne	New carport at rear of property and new patio at rear of dwelling	Approved 20.11.2018
DA2018/0220	31.07.2018	82 Great North Road, Five Dock	Upgrading of existing shopfront signage	Approved 02.11.2018
DA2018/0224	03.08.2018	77-105 Victoria Road, Drummoyne	Internal fitout and use for restaurant, application for 11am to 11pm trading Monday to Sunday for up to 85 patrons and associated signage	Approved 30.10.2018
DA2018/0227	07.08.2018	32 Henley Street, Drummoyne	Construction of a new garage and first floor workshop	Withdrawn 08.11.2018
DA2018/0230	08.08.2018	31 Clements Street, Russell Lea	Demolition of existing decks and construction of new first and second storey decks at rear of dwelling & replacement of balustrade to carport	Approved 19.11.2018
DA2018/0245	24.08.2018	8 Evelyn Avenue, Concord	Alterations and additions to existing building and construction of a new carport	Approved 05.11.2018
DA2018/0249	27.08.2018	19 Seabrook Avenue, Russell Lea	Construction of a new front fence	Approved 07.11.2018
DA2018/0251	29.08.2018	18 Coranto Street, Waremba	Construction of a new carport	Approved 30.10.2018
DA2018/0255	30.08.2018	181-199 Parramatta Road, Five Dock	New signage and fascia works	Approved 30.10.2018
DA2018/0258	03.09.2018	52 Arthur Street, Rodd Point	Construction of a new two storey	Approved 20.11.2018

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DECISION & DATE DETERMINED
			dwelling	
DA2018/0272	04.09.2018	51 Burns Crescent, Chiswick	Construction of a new front fence	Approved 20.11.2018
DA2018/0272	12.09.2018	26 Thornley Street, Drummoyne	Alterations and additions to existing dwelling including a first floor addition at rear of dwelling	Approved 06.11.2018
DA2018/0284	25.09.2018	30 Queen Street, Concord West	Strata subdivision into two lots	Approved 19.11.2018

TOTAL NUMBER OF DETERMINATIONS = 26

The following Development Applications were lodged with Council during the same period 30 October 2018 and 20 November 2018:

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT
DA2018/0327	30.10.2018	34 Cumming Avenue, Concord West	Additions and alterations to rear of existing dwelling including pergola, outdoor kitchen and new carport
DA2018/0328	31.10.2018	11 Garfield Street, Five Dock	Demolition of existing buildings and construction of attached dual occupancy
DA2018/0329	31.10.2018	19 Napier Street, North Strathfield	Demolition of existing structures and construction of an attached dual occupancy with strata subdivision
DA2018/0330	31.10.2018	18 McGrath Avenue, Five Dock	Construction of a new swimming pool
DA2018/0331	31.10.2018	531 Lyons Road West, Five Dock	Construction of a new secondary dwelling
DA2018/0332	01.11.2018	18 Stamford Avenue, Cabarita	Construction of a new patio and awning
DA2018/0333	01.11.2018	3 Anderson Road, Concord	Construction of a new carport
DA2018/0334	01.11.2018	36 Minnesota Avenue, Five Dock	Construction of a new carport
DA2018/0335	02.11.2018	1 Rider Boulevard, Rhodes	Change of use of existing offices to centre based childcare (out of school hours care) attached to existing childcare
DA2018/0336	02.11.2018	78 Bowman Street, Drummoyne	Alterations and additions to existing dwelling including new first floor and pool
DA2018/0337	02.11.2018	120 Cabarita Road, Cabarita	Demolition of existing buildings and construction of a new two storey dwelling with basement parking and front fence
DA2018/0338	06.11.2018	31 Wilga Street, Concord West	Construction of a new secondary dwelling at rear of site
DA2018/0339	06.11.2018	5 Queens Road, Five Dock	Alterations and additions to existing dwelling including new first floor
DA2018/0340	06.11.2018	22 Altona Street, Abbotsford	Construction of a new garage at the rear of the site

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT
DA2018/0341	07.11.2018	145 Great North Road, Five Dock	Change of use of office Suite C to a two bedroom apartment
DA2018/0342	07.11.2018	145 Great North Road, Five Dock	Change of use of office Suite D to a two bedroom apartment
DA2018/0343	07.11.2018	64 Thompson Street, Drummoyne	Alterations and additions to existing dwelling and garage including new workshop
DA2018/0344	08.11.2018	2 Nirranda Street, Concord West	Subdivision
DA2018/0345	08.11.2018	74 Great North Road, Five Dock	Alterations and additions to existing hotel
DA2018/0346	09.11.2018	1 Corden Avenue, Five Dock	Single dwelling
DA2018/0347	09.11.2018	1-11 George Street, North Strathfield	Shop fitout
DA2018/0348	09.11.2018	30 Westbourne Street, Drummoyne	Pergola
DA2018/0349	13.11.2018	6 Pitt Street, Concord	Single dwelling
DA2018/0350	13.11.2018	275 Victoria Place, Drummoyne	Alterations and additions to existing dwelling
DA2018/0351	13.11.2018	15 Fortescue Street, Chiswick	Subdivision
DA2018/0352	14.11.2018	10 Henry Lawson Avenue, Abbotsford	Alterations and additions to existing dwelling
DA2018/0353	14.11.2018	3 The Drive, Concord West	Alterations and additions to existing dwelling
DA2018/0354	15.11.2018	18 Albion Street, Concord	Single dwelling
DA2018/0355	15.11.2018	48 Trafalgar Parade, Concord	Dual occupancy
DA2018/0356	16.11.2018	9 Gallipoli Street, Concord	Dual occupancy
DA2018/0357	16.11.2018	273 Concord Road, Concord West	Dual occupancy
DA2018/0358	16.11.2018	162 Burwood Road, Concord	Repair of seawall
DA2018/0359	16.11.2018	10 The Drive, Concord West	Alterations and additions to existing dwelling
DA2018/0360	16.11.2018	69 Majors Bay Road, Concord	Alterations and additions to existing dwelling
DA2018/0361	17.11.2018	26 Abbotsford Parade, Abbotsford	Alterations and additions to existing dwelling
DA2018/0362	19.11.2018	1A Cook Avenue, Canada Bay	Alterations and additions to existing dwelling
DA2018/0363	19.11.2018	5 Denham Street, Rhodes	Alterations and additions to existing dwelling
DA2018/0364	20.11.2018	19 Carrington Street, North Strathfield	Tree removal

TOTAL NUMBER OF DAs LODGED = 38

In February 2018, the Department of Planning and Environment issued a planning circular which required, amongst other matters, Council report all variations approved under delegation to a Council meeting at least once a quarter.

(Note: Clause 4.6 variations are also uploaded to Council's website every quarter.)

The following clause 4.6 variations were approved under delegation from Council for the period 1 July 2018 to 30 September 2018:

DA NO	PROPERTY	DEVELOPMENT STANDARD	JUSTIFICATION	EXTENT	DETERMINED
DA2017/0076	27 Ada Street, Concord	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size under Clause 4.1 of Canada Bay Local Environmental Plan 2013 for strata subdivision of attached dual occupancy	450sqm required 360sqm and 355.6sqm approved	Council under assumed concurrence 03.07.2018
DA2017/0166	20 Fortescue Street, Chiswick	CBLEP 2013 Clause 4.4 - Maximum FSR	Variation to maximum FSR development standard under Clause 4.4 of the Canada Bay Local Environmental Plan 2013	4% or 19sqm	Council under assumed concurrence 05.07.2018
DA2017/0208	583 Lyons Road West, Canada Bay	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size due to strata subdivision of an attached dual occupancy	450sqm required - 242.3sqm & 292.4sqm approved	Council under assumed concurrence 16.08.2018
DA2017/0292	120 Henley Marine Drive, Drummoynes	CBLEP 2013 Clause 4.4 - Maximum FSR	Variation from 0.6:1 to 0.63:1 considered appropriate due to actual reduction in gross floor area	0.6:1 permitted and 0.63:1 approved	Council under assumed concurrence 27.08.2018
DA2017/0298	301 Queen Street, Concord West	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size under Clause 4.1 of the CBLEP 2013	450sqm required 312.6sqm & 313.3sqm approved	Council under assumed concurrence 06.07.2018
DA2017/0306	2 East Street, Five Dock	CBLEP 2013 Clause 4.4 - Maximum FSR	Variation to maximum FSR development standard by less than 10%	Max. permitted - 2.5:1. 2.74:1 approved	Council under assumed concurrence 26.09.2018
DA2017/0349	48 Rickard Street, Five Dock	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size for strata subdivision of attached dual occupancy	450sqm required - 314.6sqm and 324sqm approved	Council under assumed concurrence 19.07.2018
DA2017/0350	28 Burke Street, Concord West	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size for strata subdivision of attached dual	450sqm required - 2 x 289.2sqm approved	Council under assumed concurrence 25.07.2018

DA NO	PROPERTY	DEVELOPMENT STANDARD	JUSTIFICATION	EXTENT	DETERMINED
			occupancy		
DA2017/0422	85 Mackenzie Street, Concord West	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size for strata subdivision of an attached dual occupancy	450sqm required- both lots 332.05sqm	Council under assumed concurrence 23.07.2018
DA2017/0431	120 Burwood Road, Concord	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to Clause 4.1 of the Canada Bay Local Environmental Plan 2013 for minimum lot size - strata subdivision of attached dual occupancy	In excess of 10%	Council under assumed concurrence 04.07.2018
DA2017/0440	20 Wallace Street, Concord	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size due to strata subdivision of attached dual occupancy	450sqm required - 225.9sqm & 232.7sqm approved	Council under assumed concurrence 19.07.2018
DA2017/0444	197 Majors Bay Road, Concord	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size for strata subdivision of attached dual occupancy	450sqm required - 2 x 267.55sqm approved	Council under assumed concurrence 10.07.2018
DA2017/0445	14 Sanders Parade, Concord	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size due to strata subdivision of attached dual occupancy	450sqm required - 2 x 265.7sqm approved	Council under assumed concurrence 25.07.2018
DA2017/0465	12 Wunda Road, Concord West	CBLEP 2013 Clause 4.1 – Minimum Lot Size	Variation to minimum allotment size for land subdivision of one lot into two lots	450sqm required – 426.5sqm & 372.4sqm approved	Council under assumed concurrence 23.08.2018
DA2017/0513	18 Gallipoli Street, Concord	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size for strata subdivision of attached dual occupancy	450sqm required - 302sqm each lot approved	Council under assumed concurrence 31.07.2018
DA2017/0520	30 Park Avenue, Drummoyne	CBLEP 2013 Clause 4.4 - Max. FSR	Variation to maximum Floor Space Ratio permitted for alterations and additions to an existing dwelling	9.8sqm over maximum permitted	Council under assumed concurrence 17.08.2018
DA2018/0028	11 Barney Street,	CBLEP 2013 Clause 4.1 -	Variation to minimum allotment	450sqm required -	Council under assumed

DA NO	PROPERTY	DEVELOPMENT STANDARD	JUSTIFICATION	EXTENT	DETERMINED
	Drummoyne	Minimum Lot Size	size due to strata subdivision of attached dual occupancy	2 x 362.45sqm approved	concurrence 26.07.2018
DA2018/0045	21 Merville Street, Concord West	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size due to strata subdivision of an attached dual occupancy	450sqm required - 317.3sqm approved	Council under assumed concurrence 08.08.2018
DA2018/0050	4 Feilberg Place, Abbotsford	CBLEP 2013 Clauses 4.1 & 4.4 - Minimum Lot Size and Max. FSR	Variation to minimum lot size for strata subdivision of an attached dual occupancy and variation to FSR	9% variation for FSR & 450sqm req. - 282sqm & 402sqm approved	Council under assumed concurrence 11.09.2018
DA2018/0076	121 First Avenue, Five Dock	CBLEP 2013 Clause 4.3 - Max. Building Height	Variation to maximum building height standard of 8.5m under Clause 4.3 of the Canada Bay LEP 2013 - Sydney Planning Panel considered the variation to be justified on grounds of additional height not causing any material impact on surroundings	1.2m over 8.5m maximum	Sydney Planning Panel 20.08.2018
DA2018/0101	32 Merville Street, Concord West	CBLEP 2013 Clause 4.1 - Minimum Lot Size	Variation to minimum lot size under Clause 4.1 for strata subdivision of an attached dual occupancy	450sqm required - 371.4sqm & 324.2sqm approved	Council under assumed concurrence 22.08.2018

TOTAL NUMBER OF CLAUSE 4.6 VARIATIONS APPROVED = 21

## RECOMMENDATION

THAT Council note the information contained in this report.

**ITEM-2            CANADA BAY DEVELOPMENT CONTROL PLAN -  
AMENDMENT PART I - CHILD CARE CENTRES**

**Department      Community and Environmental Planning**

**Author Initials: KL**

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**EXECUTIVE SUMMARY**

This report advises the outcome of the public exhibition of the *Draft Canada Bay Development Control Plan: Part I - Child Care Centres*.

The draft Canada Bay Development Control Plan (draft DCP) was publicly exhibited for a period of 28 days from the 25<sup>th</sup> September to 23<sup>rd</sup> October and no submissions were received.

It is recommended that the draft DCP be adopted by Council as exhibited and that the amended DCP be made effective upon the date of public notice of the decision.

**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

EFF 4.2.1.      Provide Strategic and Land Use Planning to ensure the built and natural environment is highly liveable with quality and sustainable development incorporating best practice design.

VSA 5.1.1.      The Council governs efficiently and effectively on behalf of the Community.

This report also relates to Canada Bay Development Control Plan.

**REPORT**

*Part I - Child Care Centres* within the Canada Bay DCP was updated to reflect changes to legislation following the introduction of the State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 (the SEPP).

The SEPP was introduced to simplify and standardise planning approval pathways for education establishments and early education and care facilities through providing State-wide design and assessment requirements.

The SEPP overrides many of the planning controls included within the Canada Bay DCP with respect to Child Care Centres. In this regard, planning controls

within the SEPP and the associated Planning Guideline take precedence when Council staff review a development application for a child care centre.

Some key planning controls were able to be retained within the Canada Bay DCP and include building setbacks, car parking rates and signage. These planning controls were publicly exhibited within the draft DCP.

A public notice was placed in the Inner West Courier on Tuesday 25<sup>th</sup> September and documentation made available on Council's website as well as at the following locations:

- Canada Bay Civic Centre, Drummoyne;
- Five Dock Library;
- Concord Library.

Documentation provided for viewing included the following:

- Draft Canada Bay Development Control Plan
- Council Report and Minutes (10/7/18)
- SEPP (Educational Establishments and Child Care Facilities) 2017;
- Child Care Planning Guideline (Department of Planning & Environment)

No submissions were received.

It is recommended that Canada Bay DCP be adopted and notification of council's decision to adopt the DCP be placed in the local newspaper.

## **RECOMMENDATION**

1. THAT the Canada Bay Development Control Plan, as exhibited and provided in Attachment 1, be adopted by Council.
2. THAT the amended Development Control Plan come into effect upon the date of notice being provided in a local newspaper.

Attachments:

1. Canada Bay DCP – Part I – Child Care Centres (available on website)
2. Guide to SEPP (Education Establishments and Child Care Facilities (available on website)

### **ITEM-3 ENVIRONMENT ADVISORY COMMITTEE REPORT**

**Department Community and Environmental Planning**

**Author Initials: BK**

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#### **STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

- ER 2.1.1. Respond to the impacts of Climate Change through planning for environmental sustainability and implementing energy, water, and greenhouse gas mitigation and adaption programs.
- ER 2.1.2. Engage with the community through innovative Community Environment Programs to provide long term sustainable solutions.

#### **REPORT**

This report provides Council with the Environment Advisory Committee Minutes from the meeting held on 25 October 2018.

The Committee's role is to advise and make recommendations on sustainability issues as they relate to Council's operations with a focus on the implementation of and achievement of targets in Council's Community Strategic Plan - Your Future 2030.

The Environment Advisory Committee seeks Council's endorsement of the attached minutes and the recommendations/actions contained therein.

#### **RECOMMENDATION**

THAT the minutes of the meeting of the City of Canada Bay Environment Advisory Committee for 25 October 2018 be received and noted.

Attachments:

1. Environment Advisory Committee Minutes – 25 October 2018

## Environment Advisory Committee Minutes

Thursday 25 October 2018 6.30pm – 8.30pm

Drummoyne Civic Centre Council Chambers

Dinner Provided at (from 6.30pm)

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### Update from Ros and Zoe

- Ros and Zoe provided a short discussion outlining the major projects they worked on during their time on the Sustainable City Committee and the lessons learnt.
- Plastic Bag Project was a 3 year campaign. The campaign's aim was to get businesses to reduce single-use plastic items. Letters were sent to businesses and the campaign was promoted at festivals.
- The campaign started in Wareemba with every business getting on board other than IGA and then moved onto Five Dock businesses.
- The second major project was the Coffee Cup Project in 2017 which was on a much smaller scale. Concord was initially targeted and not one café was willing to give a discount to customers who bought their own coffee cup. This was a much harder campaign than the single-use bag project. This campaign was unsuccessful but it could've been because it was the wrong location.
- Lessons learnt: You need legislation to make a real change. Need to focus on the consumer rather than the businesses.
- Council has evaluation reports on all the campaigns.

### Council Update

#### **Project and Program Update**

##### DISCUSSION:

- Belinda K provided an update on projects and programs from the Sustainability Team
- Launch of Love Your Place Program
  - On Saturday 20 October the Love Your Place community litter program was launched. Residents or local groups can choose a place to adopt with Council providing all necessary materials. Can be one off or ongoing.
  - The program encourages local residents, businesses and organisations to show pride in their community by taking an active role in the keeping your space clean and green.
  - Council would like the committee to promote the program within their own



## Environment Advisory Committee Minutes

Thursday 25 October 2018 6.30pm – 8.30pm

Drummoyne Civic Centre Council Chambers

Dinner Provided at (from 6.30pm)

channels.

- The program will be promoted throughout the coming months.
- More information on the program can be found on Council's website

<http://www.canadabay.nsw.gov.au/lets-put-litter-in-its-place-main-page.html#acctab4>

- Power Purchase Agreement (PPA)
  - Council has now signed onto the PPA to purchase renewable energy from a Moree Solar Farm. From the 1 July 2019 20% of all Council's electricity usage will be sourced for renewable sources.
  - 20% covers the daytime electricity needs of Council.
  - Councillor Charles expressed his concerns about the percentage of renewable energy being purchased.
  - The contract will be negotiated every three years.
  - As a result of the PPA Council is on track to meet its current 40% renewable target.
  - Street lighting accounts for a large portion of electricity usage. Belinda mentioned Council does not own most of the street lighting infrastructure.
  - **Action: Council to post information of the LED Replacement lighting project on Slack. Report back on LED efficiency and projected savings.**
- Spring Clean Event
  - 108 people registered for the Spring Clean event at Halliday Park. The event was a major success with 40 bags of waste collected and estimated 400kg of waste collected.
  - Belinda K thanked Zoe and Tailoi for attending the event and helping out.
- Keep Australia Beautiful NSW Awards
  - Two of our local community members received an award for their contribution to the environment. Year 12 student Kate Egan from Domremy College and Abbotsford Public School for their Dog Saves Bird campaign.
  - Council was also successful and won the Renewable Energy Award and Habitat and Wildlife Conservation Award. Also received Highly Commended for the Heritage and Culture Award. The winning projects included Mind Our Mangroves, Raising Tide app and Energy Security for Canada Bay.



## Environment Advisory Committee Minutes

Thursday 25 October 2018 6.30pm – 8.30pm

Drumoyne Civic Centre Council Chambers

Dinner Provided at (from 6.30pm)

- You can now pick up a Choose to Reuse Bag from Five Dock Leisure Centre.
- Hoskins Reserve and Community Garden upgrades design consultation
  - The concept design consultation will be held on Saturday 10 November, 10am-12pm at Hoskins Reserve. If anyone would like to take part in the consultation please RSVP to [communitygarden@canadabay.nsw.gov.au](mailto:communitygarden@canadabay.nsw.gov.au).
  - Councillor Charles attended the Planting Day at Hoskins Reserve.

### Water Update

- Petrina provided an update on her team's projects.
- The Parramatta River launch video was screened for the committee. The video will be going live after a few minor changes.
- Parramatta River Masterplan was launch on 18 October. The River Masterplan is on public exhibition until 29 November, either online or hard copies available. Petrina encourages the committee to make comments.
- As part of the Masterplan, one action was by 2025, create 3 swim sites addition to the 4 we currently have along the river. City of Canada Bay has nominated 2 sites, including Brays Bay in Rhodes East and Bayview Park in Concord as future swim sites. Funding has been allocated to each of these sites to make it a possibility over the coming years. Council will be considering adding netted barriers at the locations.
- Petrina thanked Zoe and Charles for their part in the launch day and contribution to the PRCG.
- Riverfest was held for 2 weeks, we had several events including Chiswick River Beasts and Spring Clean event at Halliday Park, and the very popular Mind Our Mangroves tours which were both sold out.
- Other consultation we welcome feedback on include:
  - Dog-Off Leash trial locations at Phoenix Park Rhodes, King George Park Rhodes East, Kendall Reserve Cabarita and Timbrell Park Five Dock.
  - Outdoor fitness equipment, initially in Rhodes.
  - Links to the two consultations:

<http://whatson.canadabay.nsw.gov.au/event/rhodes-outdoor-fitness-equipment->



## Environment Advisory Committee Minutes

Thursday 25 October 2018 6.30pm – 8.30pm

Drummoyne Civic Centre Council Chambers

Dinner Provided at (from 6.30pm)

[community-consultation](#) and <https://canadabay.engagementhub.com.au/off-leash->

[dog-area-trials](#)

- Councillor Charles thanked Petrina on her work with the PRCG.

### Feedback on sub-committee model and EAC

- Tony opened the room for discussion on how things are running with the sub-committee groups and the EAC in general. Tony also mentioned feedback could be sent via email.
- Members mentioned the Sub-Committee meetings are hard to self-organise. There is no appointed person for organising the Sub-Committee meetings which makes it difficult. Councillor Charles mentioned the Sub-Committees should assign a lead for each group.
- It was agreed that a new structure and agenda will be created for the EAC meeting, with the meeting starting at 6.30pm instead of 7pm and the sub-committee meetings taking place on the same day as the EAC meeting (the sub-committee meetings will take place within the EAC meeting time of 6.30-8.30pm).
- It was also agreed that the committees need to assign a lead, speaker, ETC.
- If the attendance level drops below 50% for the sub-committees they will be cancelled.
- The Litter and Waste sub-committee meeting will go ahead on Wednesday 7 November, 6pm.
- Everyone in attendance agreed they are happy to share contact details.
- Tailio mentioned WhatsApp is a useful tool for members to communicate.
- Belinda K mentioned that the committee need to come up with a project before Council can guide them on a timeline and budget.
- **Action: Council to create an agenda template for the Sub-Committees.**
- **Action: Council to create a new structure and agenda for the EAC.**
- **Action: Ros would like to be removed from the Climate Change Sub-Committee.**
- **Action: Belinda to check with Grace's parents regarding WhatsApp.**

### Sub-Committee Update

- Belinda WC and Grace provided an update on the Education Sub-Committee.



## Environment Advisory Committee Minutes

Thursday 25 October 2018 6.30pm – 8.30pm

Drummoyne Civic Centre Council Chambers

Dinner Provided at (from 6.30pm)

- The group is currently looking at all the different project ideas. One of the main projects discussed included a Mentorship Program (Pitch for Good).
- Stephanie provided a short update on the Climate Change Sub-Committee.
  - The committee created a collaborative document.
- The Litter and Waste Sub-Committee haven't met yet.
  - **Action: Janet to invite everyone in the EAC committee to the Litter and Waste Committee.**

### General Business

- Councillor Charles expressed his concerns on Councils renewable targets.
- Belinda K mentioned Councils renewable targets are currently under review but it will be a long term process.
- **Action: Tailio to put down her ideas on procurement onto Slack.**

### **NEXT MEETING**

Thursday, 6<sup>th</sup> December, 6.30pm

**MEETING CLOSED AT 8.45PM**



## **ITEM-4            HOUSING ACCELERATION FUNDING GRANT**

**Department      Community and Environmental Planning**

**Author Initials: KL**

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### **EXECUTIVE SUMMARY**

Council has been successful in its application for funding in Round 5 of the Housing Acceleration Funding (HAF). The funding will provide up to \$600,000 initially for the preparation of a Final Business Case, which if accepted could lead to additional funding up to a total of \$9.5 million for two projects in Concord West and North Strathfield. The projects comprise:

- Intersection upgrade at George Street, Beronga Street and Pomeroy Street
- Floodplain Management related work including expanding and updating the Draft Concord West Flood Study and the progression of the Floodplain Risk Management process for the Powells Creek Catchment.

These projects are important to improve the safety and amenity of the area for existing and future residents and will support the quality of planning outcomes arising from the rezoning and renewal of sites identified within the Concord West Precinct Master Plan.

This report seeks Council endorsement to negotiate and accept the grant funding and enter into an agreement with the Department of Planning & Environment to deliver the stated planning and infrastructure projects up to the extent of funding.

### **STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

- EFF 4.2.1.      Provide Strategic and Land Use Planning to ensure the built and natural environment is highly liveable with quality and sustainable development incorporating best practice design.

This report also relates to the Concord West Precinct Master Plan

### **REPORT**

George Street / Beronga Street / Pomeroy Street Intersection Upgrade

The traffic and transport assessment was undertaken as part of the Concord West Master-planning process to determine the impact of rezoning industrial land for

residential purposes on the local road network and to identify measures that could be implemented to reduce potential impacts. The study concluded that the George Street, Beronga Street and Pomeroy Street intersection needed be upgraded.

The works comprise an extension to the turning lane and the creation of a slip lane on George Street. The intersection upgrade will reduce waiting times and will improve the performance of the intersection for road users.

Council has prepared a draft design that has been costed by a quantity surveyor. The estimated cost (as at March 2017) of the intersection upgrade is \$6,125,000. A significant proportion of the cost is due to the requirement to relocate key underground services. Council has advised the Department of Planning & Environment that the detailed design, documentation and costing cannot be finalised until further investigations and design on relocation of services are carried out by service authorities.

#### Powells Creek Catchment Floodplain Risk Management Process

The Draft Concord West Flood Study (DCWFS) was prepared to support the Concord West Precinct Master Plan. It sought to ensure that appropriate planning controls could be put in place to respond to the flooding affectations in the locality. It has been recommended to and accepted by the Department that the Draft Flood Study should be updated to the latest standards and expanded to cover the whole part of the Powells Creek Catchment that lies within the City boundaries. The revised study would be called the Powells Creek East Catchment Flood Study to recognise its expanded boundaries covering 5 suburbs.

Following completion of the revised and updated Flood Study, continuation of the Floodplain Risk Management Process requires the preparation of a Floodplain Risk Management Study (FRMS), Flood Risk Management Plan (FRMP) and then the implementation of the Flood Risk Management Plan including identified infrastructure works.

The estimated cost to undertake the required studies, including an allowance for possible yet to be determined infrastructure improvements required as outcomes of the study, is \$8M. It is noted that the amount of funding being offered through the HAF Grant Funding is \$9.5M. Given the intersection work needs to be completed as a package, it is estimated that remaining funds of \$2,775,000 could be allocated towards Floodplain Risk Management. This would include some high priority infrastructure arising from the FRMP.

It is noted that in March 2018, Council agreed to support the establishment of a Floodplain Management Committee. The committee would be established and activated should the offer of funding be accepted and the Floodplain Management Process proceed.

#### Housing Acceleration Fund (HAF) – Round 5

The Housing Acceleration Fund is being coordinated by the Infrastructure and Delivery team at the NSW Department of Planning and Environment and seeks to deliver critical enabling infrastructure to stimulate and accelerate housing development in NSW. The funding is by grant in accordance with the Restart NSW Funding Deed (see Attachment 3) and the attached HAF Grants Guidelines (see Attachment 2).

The proposed HAF grant provides a substantial amount of funding that will allow the delivery of the intersection upgrade and the progression of flood plain management process in Concord West and the wider catchment.

Should Council accept the funding, an initial grant to the value of \$600,000 would be provided to develop a business case for each project. The remaining funding, which would be for the implementation of the projects, would be subject to a second application pending an assessment of the business cases prepared. This assessment is undertaken to ensure the project aligns with the Restart NSW Fund eligibility criteria and the objectives of the HAF program.

#### **FINANCIAL IMPACT**

Neither the upgrade of the intersection nor the completion of the Flood Plain Risk Management process are identified to be funded within the Canada Bay Development Contributions Plan.

The HAF grant funding of \$9.5M has been offered without any financial contribution required to be made by Council. However, it is not currently clear whether there would be any obligation placed on Council to complete the FPRM Process with its' own funds and that would be the subject of future negotiation.

The draft deed is generally similar to other grant deeds entered into between Council and NSW Government Agencies from time to time and is not considered unduly onerous. Legal advice obtained notes that Clause 2.2 (a) provides that payments are conditional on "there being sufficient funds available in the Restart NSW Fund". The consideration being that though the deed is signed and the project has been commenced there is a risk that the Treasury might at some point cease funding. Given the high priority focus on housing provision it is considered

that this represents a low likelihood risk. There are six “Attachment Schedules” to the deed that have yet to be negotiated.

Council would accept some risk as regard funding of cost overruns and scope changes. This is usual practice for such grants.

It is proposed that the total funding of \$9.5M being offered would be distributed in the following way:

<b>Project No.</b>	<b>Project</b>	<b>Proposed funding allocation</b>
1	Business Case	\$0.600M
1	George Street / Beronga Street / Pomeroy Street Intersection Upgrade	\$6.125M
2	Concord West Floodplain Risk Management Study / Plan	\$2.775M
<b>TOTAL</b>		<b>\$9.500M</b>

### **Next Steps**

Should Council choose to accept the funding offered, Council will work with officers from the Department of Planning & Environment to negotiate and agree detail to be included within the Funding Agreement including project milestones.

### **Conclusion**

The two projects identified to be delivered by the HAF grant funding program will provide significant improvements to the safety and amenity of residents within and around Concord West Planning Precinct.

It is considered to be in the public interest that the initial \$600,000 grant be accepted and that steps are taken to prepare the Final Business Case with a view to confirming the merit of HAF funding for the two projects noted above and obtaining the further \$8.9M funding that has been foreshadowed.

### **RECOMMENDATION**

1. THAT Council note the Funding offer, Housing Acceleration Fund Grants Guidelines and Draft Funding Deed.
2. THAT Council authorise the General Manager to negotiate with the Department of Planning & Environment regarding the proposed *Concord*

*West – Precinct Acceleration Program* and accept the grant funding offered by the Department of Planning & Environment on suitable terms.

3. THAT a further report be provided to Council following a decision being made by Infrastructure NSW on the outcome of the detailed business case prepared for the projects.

Attachments:

1. Letter to Council advising of eligibility of the Concord West – Precinct Acceleration project for Round 5 Housing Acceleration Funding 6462519
2. Housing Acceleration Fund Grants Guidelines 6462518
3. Draft funding deed 6464791



IRF18/5462

Mr Paul Dewar  
Manager, Strategic Planning  
City of Canada Bay Council  
Locked Bag 1470  
DRUMMOYNE NSW 1470

Dear Mr Dewar

Thank you for your on-going support in the preparation of funding submissions for the Housing Acceleration Fund (HAF) Round 5. The detailed project nomination, selection and strategic business case process has been completed.

I am pleased to advise that the following projects are eligible for a grant to prepare a detailed design and final business case in anticipation of a future construction funding application.

Project Name	Estimated Project Value	Funding Approved for Preparation of Final Business Case
Concord West – Precinct Acceleration	\$9,500,000	\$600,000

The Housing Acceleration Fund, managed by the NSW Department of Planning and Environment, was established in 2012, with \$1.466 billion reserved to deliver critical enabling infrastructure to stimulate and accelerate housing development in NSW. Restart NSW has funded this latest round of HAF with budget available to selected NSW Government and local government projects.

Funding will be by grant in accordance with the Restart NSW Funding Deed and the attached HAF Grants Guidelines. The Restart NSW Funding Deed can be found on the Infrastructure New South Wales website<sup>1</sup>. If you are interested in accessing this grant, I request that you confirm in writing your formal acceptance of these terms and conditions.

Grant funding is provided for the purposes of developing a final business case; with funding for construction subject to a second application. Funding for the preparation of a final business case does not commit the NSW Government to funding the full project. Upon completion of the final business case, an assessment will be

<sup>1</sup> <http://www.infrastructure.nsw.gov.au/media/1707/restart-nsw-funding-deed-agr.pdf>

undertaken to determine whether the project aligns with the Restart NSW Fund eligibility and the objectives of the HAF program.

The grant funding for these projects is provided as a capped contribution where Council is responsible for all aspects of project delivery including the funding of any project expenditure over the capped grant contribution amount.

The grant funding identified in this letter will be made available to Council once the Deed of Agreement has been executed. I ask that no public announcements be made in relation to these projects until after the deed of agreement has been executed and the project has been announced by the NSW Government.

The next step is for Council to meet with Infrastructure NSW within the next two (2) weeks to discuss the process involved and the funding arrangements. Please contact Infrastructure NSW at [restartpmo@infrastructure.nsw.gov.au](mailto:restartpmo@infrastructure.nsw.gov.au) to arrange a suitable time for this meeting.

Should you have any further enquiries, please contact Jackie Bosnich, Director, Housing Acceleration Fund, at the Department on 8275 1252.

Yours sincerely



**Martin Reason**  
**Executive Director**  
**Infrastructure and Delivery**

Encl: Housing Acceleration Fund – Grants Guidelines

# ***Housing Acceleration Fund Grants Guidelines***

*Department of Planning and  
Environment  
October 2018*

September 2017

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### Document Summary Information

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Original Version Release Date	16 October 2018

Document History			
Version	Amendment	Amendment Date	Amended by
1	Final	16 October 2018	GM / JW
2	Final	22 October 2018	GM / JW

## 1 Introduction

### 1.1 Background

Supporting the high levels of housing demand and maintaining housing affordability are key urban growth priorities in the Sydney Metropolitan area and regional growth centers of New South Wales (NSW). The provision of additional housing stock as a means of addressing these priorities is influenced by the rate at which enabling infrastructure such as transport, water and community infrastructure can be funded and delivered. This infrastructure is typically provided by government capital works program and through financial works-in-kind developer contributions. These traditional forms of infrastructure delivery are focused towards the implementation of long term urban renewal and land release plans and are not geared to be a short-term tactical response to removing infrastructure blockages and leveraging opportunities which accelerate housing delivery.

The Housing Acceleration Fund (HAF) was established by the NSW Government in 2012 as a grants program to support the delivery of critical enabling infrastructure which stimulates the acceleration of housing delivery. The HAF provides grant funding through the Restart NSW Fund and is administered by the Department of Planning and Environment (DPE), in conjunction with Infrastructure NSW and NSW Treasury under the *Restart Act 2011*. Projects funded under the HAF include transport, water and community infrastructure. Projects are nominated by various State agencies, State-owned corporations and local governments and are subject to a prioritisation and strategic business case processes led by the DPE. Grants funding under the Restart NSW Fund is provided on a full or partial financial contribution basis to a Delivery Agency who is responsible for all aspects of project delivery including planning, design, construction, operation and asset management.

### 1.2 Purpose of this document

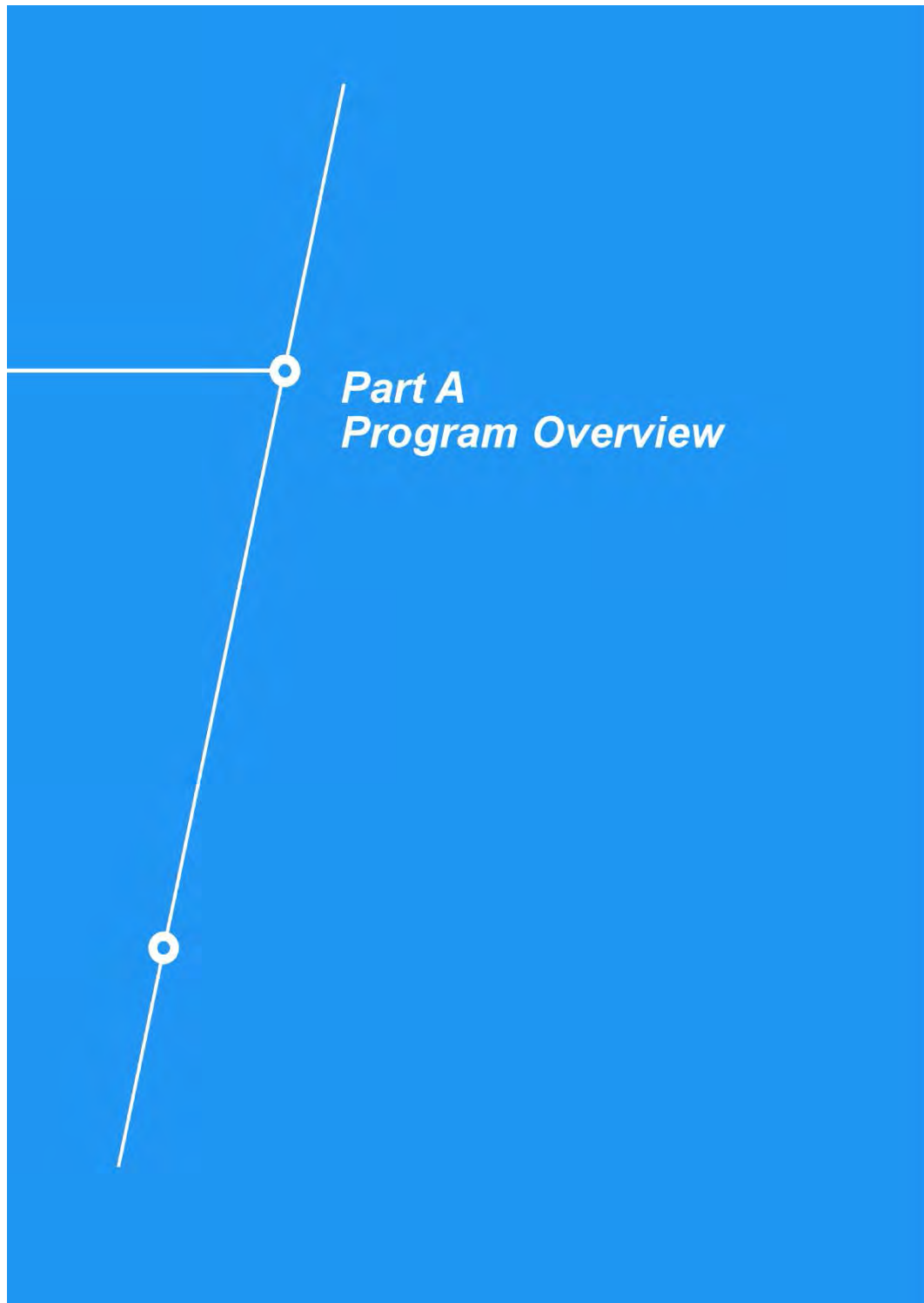
The purpose of the HAF Grants Guidelines is to provide an overview of the scope and intended benefits of the HAF as well as the governance, delivery model, roles and responsibilities for HAF projects.

This document forms part of the funding agreement between the NSW Government and a Delivery Agency for the delivery of HAF projects. It is intended as a supplementary document to the Restart NSW Fund Deed of Agreement to detail the processes and obligations for the day-to-day coordination, reporting and assurance of projects.

### 1.3 Document Structure

This document is structured into the following parts:

- Part A – Program Overview
- Part B – Project Delivery Phases
- Part C – Program Administration
- Part D – Templates



## 2 Program Overview

### 2.1 Program Scope

The HAF is a delivery mechanism for the NSW Government to fund the delivery of critical enabling infrastructure, which accelerates supply of housing in identified areas of need.

The HAF supports a range of projects across NSW including transport, water and community infrastructure projects.

Table 2-1 provides an overview of the type of projects supported by the HAF.

**Table 2-1: HAF project types**

		
<b>Road infrastructure</b>	<b>Water infrastructure</b>	<b>Community infrastructure</b>
New roads, upgraded / augmented roads, traffic plans and intersection upgrades	Water supply, wastewater and stormwater	Active transport links, parklands and playgrounds, master-planning, and community facilities.

### 2.2 HAF Funding

The NSW Government has approved five tranches of funding to the HAF, totalling \$1,446 million. All funding has been committed to project priorities. Additional projects could potentially be introduced into the HAF should the NSW Government commit to a new funding tranche.

Table 2-2 details the approved budget of HAF by funding tranche.

**Table 2-2: HAF Approved Budget**

Tranche	Reservation	Funding Source
HAF 1&2	\$483.0m	Consolidated Fund
HAF3	\$83.0m	Restart NSW Fund
HAF4	\$400.0m	Restart NSW Fund
HAF5	\$480.0m	Restart NSW Fund
<b>TOTAL</b>	<b>\$1,446.0m</b>	

### 2.3 Eligibility for HAF Funding

Delivery Agencies eligible for HAF funding include:

- State agencies
- State-owned corporations
- Local governments.

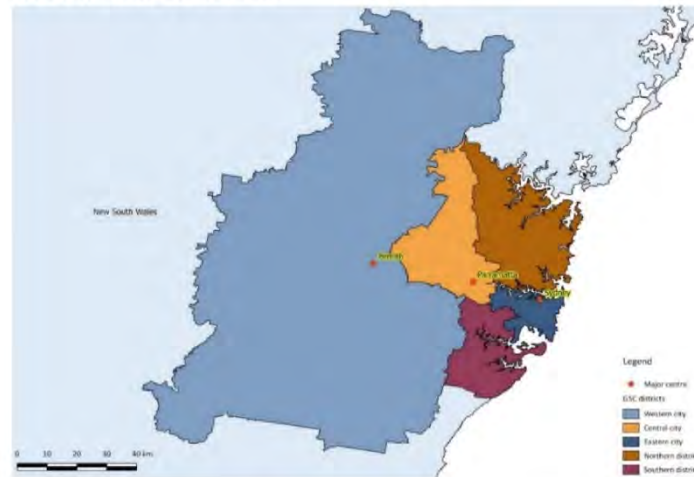
Private sector entities are not directly eligible for HAF grants funding.

## 2.4 Project Areas

Delivery Agencies in Greater Sydney and regional NSW are eligible for funding under the HAF.

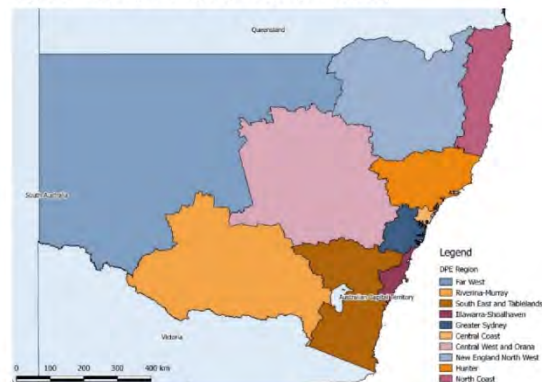
**Figure 2-1** identifies the boundaries of Metropolitan Sydney as identified by the Greater Sydney Commission. This area encompasses the three major centers (Sydney, Parramatta and Penrith) and five districts (Western City, Central City, Eastern City, Northern District and Southern District).

**Figure 2-1: Greater Sydney Region**



**Figure 2-2** identifies the boundaries of regional NSW as defined by the DPE Planning Regions. These planning regions include Far West, Riverina-Murray, South East and Tablelands, Illawarra-Shoalhaven, Greater Sydney, Central Coast, Central West and Orana, New England North West, Hunter and North Coast.

**Figure 2-2: DPE planning regions (Regional NSW)**



## 2.5 Investment Categories

Project funding under the HAF is divided into five investment categories to ensure program objectives are achieved and a forward pipeline of planning, design and construction projects is maintained. Projects funded under each investment category are nominated by a Delivery Agency and undergo a due diligence review, prioritisation and strategic business case prepared by the DPE.

The investment categories include:

- **Sydney Metropolitan Road and Water Infrastructure Planning:**  
Projects located in metropolitan areas that require planning, design and final business case funding. These projects are likely to be suitable for construction funding in future HAF tranches or from other funding sources.
- **Sydney Metropolitan Road and Water Infrastructure Delivery:**  
Road and water infrastructure projects located in metropolitan areas that are funded for construction.
- **Sydney Metropolitan Community Infrastructure:**  
Community infrastructure projects located in metropolitan areas that offer broader community benefits.
- **Regional Planning:**  
Projects located in regional areas that require planning and design funding and are likely to be suitable for construction funding in future HAF tranches or from other funding sources.
- **Regional Delivery:**  
Projects located in regional areas that are funded for construction.

### 3 Program Strategic Need and Benefits

#### 3.1 Strategic Framework and Objectives

The HAF has four key objectives:

- 1 Increase housing supply in high demand areas by prioritising infrastructure projects in growth areas and providing funding for critical enabling infrastructure, such as transport, water wastewater drainage and electricity infrastructure.
- 2 Accelerate housing supply by providing critical infrastructure to growth areas, giving developers confidence to proceed with housing developments and confidence of councils in accelerating development approvals.
- 3 Support community resilience for growth through the provision of enabling infrastructure that enables the development of planned, appropriately serviced and accessible communities.
- 4 Facilitating sustainable urban growth and in-sequence development to ensure that funding is directed in areas of greatest need and aligned to current plans and strategies.

Through these objectives the HAF supports various State, local government and industry policies with addressing housing supply challenges in identified areas of need by implementing key enabling infrastructure to accommodate the future population.

Figure 3-1 provides an overview of how the HAF aligns with NSW policies and strategies.

Figure 3-1: Alignment of the HAF with NSW policies and strategies



### 3.2 Program Benefits

The need for the HAF is driven by historical shortfall of housing supply, forecast population growth and changes to demographics and market preferences.

HAF objectives include a strategic focus on investing in areas of growth and in infrastructure that will help support community resilience for growth. The HAF delivers the following benefits:

- **Accelerating and increasing delivery of dwellings** in locations that have not attracted sufficient development or have been identified as experiencing a shortage.
- **Placing downward pressure on price** by increasing the total supply of residential dwellings, including in identified areas of need.
- **Providing confidence in local governments** and private developers that the NSW Government is committed to investing in infrastructure that will support accelerated dwelling supply.
- **Broadening the opportunity** for wealth creation through investment in home ownership.
- **Supporting increased economic production** (economic activity, employment, business) through an increase and/or concentration of population.
- **Increasing choice around living residences**, allowing people more chance to live in dwellings that are most suitable or desirable.

Figure 3-2 details the drivers, need for, and potential impacts of the HAF in an investment logic map.

Figure 3-2: HAF investment logic map



## 4 Program Delivery Model and Governance

### 4.1 Project Lifecycle

The project lifecycle of a HAF project includes the following stages:

- Stage 1 – Program initiation including project nominations, project due diligence assessments, program prioritisation and Gate 0 Review (Project Need).
- Stage 2 – Strategic Business Case for the program including Gate 1 Review (Needs Analysis).
- Stage 3 – Final Business Case for each project including Gate 2 Review (Funding Approval).
- Stage 4 – Delivery including design and construction.
- Stage 5 – Operations including benefits realisation.

### 4.2 Roles and Responsibilities

The delivery of the HAF is shared between the DPE and various Delivery Agencies, including other State agencies, State-owned corporations and local government. The DPE, as the program manager on behalf of the NSW Government provides an end-to-end program administration function including governance, reporting and assurance and benefits realisation in addition to having direct responsibility for initiating the program including project identification, program prioritisation and strategic business case. The DPE works in partnership with Infrastructure NSW and NSW Treasury on program assurance and funds administration. Delivery Agencies are responsible for all aspects of project delivery including planning, design, final business case, construction, operation and asset management.

Table 4-1 details the key program/project roles and responsibilities of key stakeholders involved in the delivery of the HAF.

Table 4-1: HAF governance roles and responsibilities

Agency	Governance Roles
Department Premier and Cabinet	<ul style="list-style-type: none"> <li>• Program mandate</li> </ul>
Department of Planning and Environment	<ul style="list-style-type: none"> <li>• Program Owner (Secretary, DPE)</li> <li>• Program Sponsor (Deputy Secretary, DPE)</li> <li>• Senior Responsible Owner (Executive Director, DPE I&amp;D)</li> <li>• Day-to-day program management, coordination and administration</li> <li>• Program initiation including project identification, program prioritisation</li> <li>• Strategic (program) business case</li> <li>• Final business case advisory support</li> <li>• Governance, reporting and assurance</li> <li>• Benefits realisation</li> <li>• Case management support to a Delivery Agency/s</li> </ul>
NSW Treasury	<ul style="list-style-type: none"> <li>• Source of funding (Restart NSW Fund, subject to recommendation from INSW)</li> <li>• Assurance and investment decisions</li> </ul>
Infrastructure NSW	<ul style="list-style-type: none"> <li>• Recommendations to the Treasurer for projects to be funded</li> <li>• Assurance and investment decisions</li> <li>• Gateway Review and health check coordination</li> </ul>
Delivery Agency/s	<ul style="list-style-type: none"> <li>• Final business case</li> <li>• Design</li> <li>• Construction</li> <li>• Asset management and operation</li> <li>• Benefits realisation</li> </ul>

The delivery model for the HAF, including identification of lead and supporting agency for the various program/project delivery stages, is detailed in Figure 4-1 and Table 4-2

Figure 4-1: HAF delivery model overview



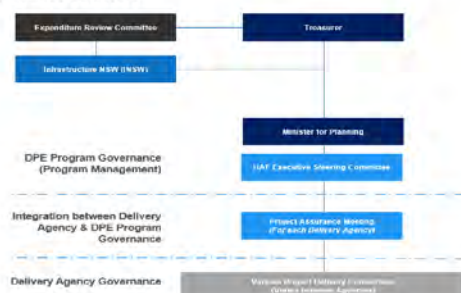
Table 4-2: HAF delivery model roles and responsibilities

Delivery Stage	Lead Agency	Support Agency	Assurance	Roles & Responsibilities
Program Initiation	DPE	Delivery Agency	DPE / Infrastructure NSW	<ul style="list-style-type: none"> <li>DPE initiate project nominations with Delivery Agency/s</li> <li>DPE complete due diligence with input from Delivery Agency/s</li> <li>DPE complete program prioritisation</li> <li>DPE submit Gate 0 documentation</li> <li>Infrastructure NSW undertake Gate 0 Review</li> </ul>
Strategic Business Case	DPE	Delivery Agency	DPE / Infrastructure NSW	<ul style="list-style-type: none"> <li>DPE prepare program SBC with inputs from Delivery Agency/s</li> <li>DPE submit Gate 1 documentation</li> <li>Infrastructure NSW undertake Gate 1 Review</li> <li>DPE lead communications/media</li> <li>DPE and Delivery Agency/s collaborate on program/project implementation planning to ensure alignment of program and project funding and assurance pathways</li> </ul>
Final Business Case	Delivery Agency	DPE	DPE / Infrastructure NSW	<ul style="list-style-type: none"> <li>Roles and responsibilities vary depending on delivery model</li> <li>Infrastructure NSW undertake Gate 2 Review</li> <li>Assess final business case and provide recommendation to NSW Treasury</li> </ul>
Delivery	Delivery Agency	-	DPE / Infrastructure NSW	<ul style="list-style-type: none"> <li>DPE prepare Letter of Offer to Delivery Agency once NSW Government have approved the project funds allocation</li> <li>Infrastructure NSW prepare Deed of Agreement</li> <li>Delivery Agency undertake: <ul style="list-style-type: none"> <li>Detailed design</li> <li>Land acquisition</li> <li>Construction</li> <li>Stakeholder Management</li> </ul> </li> <li>DPE monitor performance and support Delivery Agency</li> <li>DPE and Delivery Agency jointly undertake communications / media</li> <li>Infrastructure NSW undertake Health Check (as required)</li> </ul>
Operations including Benefits Realisation	Delivery Agency	-	DPE / Infrastructure NSW	<ul style="list-style-type: none"> <li>Delivery Agency/s prepare project close out report</li> <li>DPE with Delivery Agency measure benefits</li> <li>DPE and Delivery Agency jointly undertake communications/media</li> </ul>

### 4.3 Governance

The HAF governance structure, as shown in Figure 4-2 provides the framework for oversight of the HAF to ensure accountability, appropriate decision-making and risk/issue management of projects.

Figure 4-2: HAF governance structure



The HAF Executive Steering Committee is the sponsor group for the HAF and has representatives from the DPE, Infrastructure NSW, NSW Treasury and Department of Premier and Cabinet. A Project Assurance Meeting is conducted between the DPE and each Delivery Agency. Its purpose is to provide a monthly forum for progress updates on project delivery, coordination of assurance activities and risk/issue management between the Delivery Agency and the sponsor group. Each Delivery Agency is required to establish internal governance controls to support project planning and delivery including monthly reporting Obligations to the Project Assurance Meeting and HAF Executive Steering Committee.

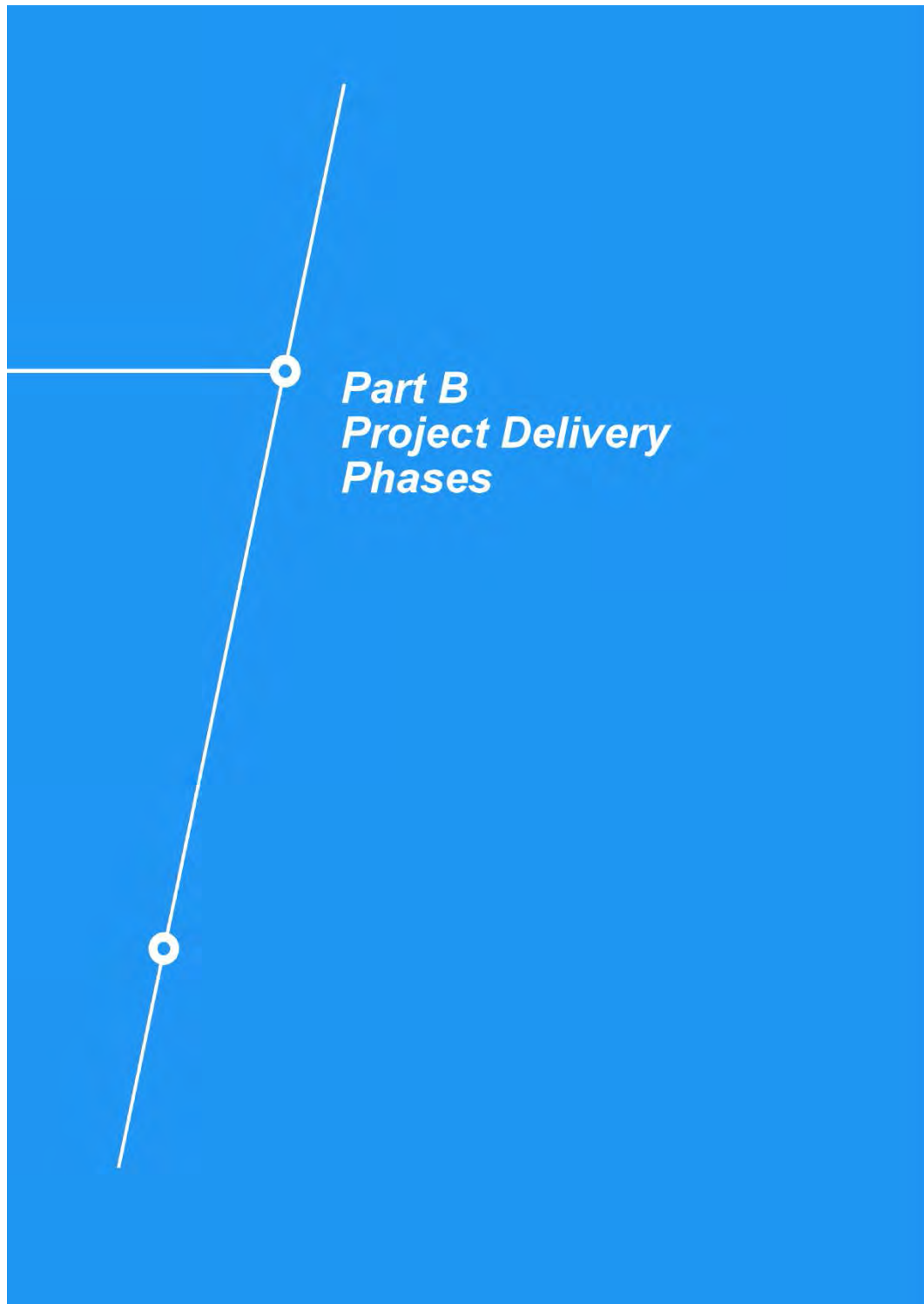
The DPE will assign a Case Manager to each Delivery Agency to act as the interface between the project governance of the Delivery Agency and the program governance administered by the DPE. The case manager will support the Delivery Agency with the following tasks:

- Governance and reporting, including escalation of project risks/issues
- Monitoring project performance (scope, cost, schedule, benefits)
- Tracking and case management of risk/issues which impact on the HAF delivery.

Table 4-3 provides a summary of the purpose, participants and meeting type for each level of governance.

Table 4-3: HAF governance purpose, participants and meeting type

Committee	Meeting Purpose	Participants	Frequency
<b>Executive Steering Committee</b>	Strategic oversight of all aspects of the program performance, delivery and risk/issue management. Endorsement of program delivery and investment decisions as well as inter-agency coordination and stakeholder management.	Program Sponsor Senior Responsible Owner HAF Program Director HAF Program Manager NSW Treasury Department of Premier and Cabinet Infrastructure NSW	Monthly
<b>Project Assurance Meeting</b>	Coordination between DPE and Delivery Agency/s: <ul style="list-style-type: none"> <li>• Review and track project progress and performance (budget/schedule) and risks/issues.</li> <li>• Undertake forward planning and coordination of project delivery, assurance and media / communications.</li> </ul>	HAF Program Manager DPE Case Managers Delivery Agency Representatives	Monthly with each Delivery Agency



## **5 Project Nomination and Prioritisation Phase**

This section is intentionally blank.

The DPE will update and release a revised version should future funding commitments to the HAF be made by the NSW Government.

## 6 Strategic Business Case Phase

This section is intentionally blank.

The DPE has completed the strategic business case for HAF Round 5. It is recognised that some agencies may need to develop a strategic business case internally prior to developing a final business case satisfy internal project assurance obligations. If a separate strategic business case is required, the Delivery Agency is not precluded from doing so and it is recognised that this business case would be at the discretion of the Delivery Agency and their respective requirements.

## 7 Final Business Case

### 7.1 Requirement for Final Business Case

All HAF projects require a final business case to provide a business justification for:

- the investment decision for making a funding contribution under the HAF to proceed into delivery; and
- that the project meets the conditions of funding under the Restart NSW Fund.

Projects are required to be registers in the Infrastructure NSW Reporting and Assurance Portal (RAP) for reporting purposes in accordance with Restart NSW Fund requirements. The DPE will submit these to the RAP on behalf of the Delivery Agency.

### 7.2 Preparation Responsibility

The Delivery Agency is responsible for the preparation of the final business case including activities required to support the Infrastructure NSW Gate 2 Review. The Delivery Agency is responsible for either developing the business case internally, or engaging a suitably qualified service provider to develop the document.

The DPE will support the Delivery Agency under one of the three following delivery model options:

- **Option 1 – DPE Monitor:**  
Where the Delivery Agency can independently prepare the final business case without any direct input from the DPE.
- **Option 2 – DPE Support:**  
Where the Delivery Agency has requested for the DPE to provide advisory support to ensure the final business case is in alignment with strategic business case, HAF benefits realisation and assurance pathways.
- **Option 3 – DPE Assist:**  
Where the Delivery Agency/s can prepare the design/technical elements of the final business case, but seek the DPE assistance in preparing the investment decision justification.

Option 2 and 3 are at the request and by agreement of the Delivery Agency/s involved. It is noted that under Option 2 and 3 that DPE is not a delivery partner and does not take on any delivery risk.

Table 7-1 and Table 7-2 detail the agency roles and responsibilities of the different final business case delivery model options including principles on when the implementation delivery model option is appropriate.

Table 7-1 Final business case delivery model options application principles

	Description
<b>OPTION 1 - Monitor</b>	<ul style="list-style-type: none"> <li>Full delivery responsibility of the final business case is managed by the Delivery Agency</li> <li>Where Delivery Agency can independently prepare the final business case in accordance with the HAF Grants Guidelines and Infrastructure NSW assurance requirements</li> <li>Typically for standalone projects or where multiple projects in same geographical area to be delivered by the same Delivery Agency</li> </ul>
<b>OPTION 2 – Support</b> At the request of the Delivery Agency	<p>It is noted that under Option 2, DPE is not a delivery partner and does not take on any delivery risk.</p> <ul style="list-style-type: none"> <li>Full delivery responsibility of the final business case is managed by the Delivery Agency</li> <li>Where Delivery Agency can independently prepare the final business case in accordance with the HAF Grants Guidelines and Infrastructure NSW assurance requirements</li> <li>Where Delivery Agency has requested for DPE to provide advisory support to ensure alignment with SBC, HAF Benefits Realisation and assurance pathways</li> <li>Typically for standalone projects or where multiple projects in same geographical area to be delivered by the same Delivery Agency</li> </ul>
<b>OPTION 3 – Assist</b> [1] At the request and agreement of the Delivery Agency/s	<p>Under Option 3, DPE is not a delivery partner and does not take on any delivery risk. A Deed of Agreement is required to be executed between delivery agencies clearly detailing the role and cost recovery model for DPE with assisting with facilitating a coordinated approach to final business case delivery.</p> <p>Assistance available via a final business case governance committee under the following circumstances:</p> <p><b>1. Where project bundling/program approach to final business case is appropriate:</b></p> <ul style="list-style-type: none"> <li>Multiple projects in same geographical area with multiple Delivery Agencies involved</li> <li>All Delivery Agencies involved agree to a program approach to final business case</li> <li>All Delivery Agencies accept delivery responsibility and risks for the preparation of the following final business case elements: <ul style="list-style-type: none"> <li>Reference design</li> <li>Cost/Risk</li> <li>Environment</li> <li>Stakeholder Management</li> <li>Approvals</li> </ul> </li> <li>Where there are efficiencies in determining benefits, economics and delivery models in a program approach AND through the final business case governance committee there is a share benefit to the Delivery Agencies for the combined preparation of the following final business case elements: <ul style="list-style-type: none"> <li>Case for Change/Service Needs</li> <li>Economics</li> <li>Legal</li> <li>Financial/Commercial</li> <li>Social Impact Assessment</li> </ul> </li> </ul> <p><b>OR</b></p> <p><b>2. Where Delivery Agency requests assistance in preparing the investment decision justification:</b></p> <ul style="list-style-type: none"> <li>Where a Delivery Agency requests assistance with the preparation of any of the following final business case elements: <ul style="list-style-type: none"> <li>Case for Change/Service Needs</li> <li>Economics</li> <li>Legal</li> <li>Financial/Commercial</li> <li>Social Impact Assessment</li> </ul> </li> <li>The Delivery Agency accepts delivery responsibility and risks for the preparation of the following final business case elements: <ul style="list-style-type: none"> <li>Reference design</li> <li>Environment/Approvals</li> <li>Cost/Risk</li> <li>Stakeholder Management</li> </ul> </li> </ul>

1. If the Delivery Agency elects to undertake preparation of the final business case utilising Delivery Model Option 3 (Assist), the DPE will undertake procurement of final business case advisors (upon execution of the Deed of Agreement), and an agreement will be reached between DPE and the Delivery Agency on a proposed funding split to cover the cost of final business case preparation.

Table 7-2 Final business case delivery model options roles and responsibilities

	OPTION 1 – Monitor	OPTION 2 - Support	OPTION 3 – Assist [1]
DPE	<ul style="list-style-type: none"> <li>Submit funding request to Infrastructure NSW</li> <li>Prepare Letter of Offer to Delivery Agency</li> <li>Monitors progress of Delivery Agency at Project Assurance Meetings</li> <li>Peer review &amp; endorse through governance prior to finalisation/Gate 2 submission for alignment with SBC, HAF Benefits Realisation and assurance pathways</li> <li>Undertake communications/media with Delivery Agency</li> </ul>	<ul style="list-style-type: none"> <li>Submit funding request to Infrastructure NSW</li> <li>Prepare Letter of Offer to Delivery Agency</li> <li>Monitor progress of Delivery Agency at Project Assurance Meetings</li> <li>Peer review &amp; endorse through governance prior to finalisation/Gate 2 submission for alignment with SBC, HAF Benefits Realisation and assurance pathways</li> <li>Provide advisory support on-call throughout the preparation of the final business case to ensure alignment with the SBC, HAF Benefits Realisation and assurance pathways</li> <li>Undertake communications/media with Delivery Agency</li> </ul>	<ul style="list-style-type: none"> <li>Submit funding request to Infrastructure NSW</li> <li>Prepare Letter of Offer to Delivery Agency</li> <li>Stand-up a final business case governance committee to assist Delivery Agency/s with final business case coordination</li> <li>Provide secretariat and administrative support to the final business case governance committee</li> <li>Provide advisory support on-call throughout the preparation of final business case to ensure alignment with SBC, HAF Benefits Realisation and assurance pathways</li> <li>Undertake communications/media with Delivery Agency</li> <li>Coordinate, under direction of final business case governance committee, the submission of the Gate 2 documentation (sponsored by the Delivery Agency/s, not DPE )</li> <li>Collaborate on program/project implementation planning with Delivery Agency to ensure alignment of program and project funding and assurance pathways</li> </ul>
Delivery Agency	<ul style="list-style-type: none"> <li>Undertake final business case writing</li> <li>Undertakes final business case elements: <ul style="list-style-type: none"> <li>- Case for Change/Service Needs</li> <li>- Economics</li> <li>- Financial/Commercial</li> <li>- Legal</li> <li>- Social Impact Assessment</li> <li>- Reference design</li> <li>- Environment</li> <li>- Approvals</li> <li>- Cost/Risk</li> <li>- Stakeholder Management</li> </ul> </li> <li>Undertake communications/media with DPE</li> <li>Submit Gate 2 documentation</li> </ul>	<ul style="list-style-type: none"> <li>Undertake final business case writing</li> <li>Undertake final business case elements: <ul style="list-style-type: none"> <li>- Case for Change/Service Needs</li> <li>- Economics</li> <li>- Financial/Commercial</li> <li>- Legal</li> <li>- Social Impact Assessment</li> <li>- Reference design</li> <li>- Environment</li> <li>- Approvals</li> <li>- Cost/Risk</li> <li>- Stakeholder Management</li> </ul> </li> <li>Undertake communications/media with DPE</li> <li>Submit Gate 2 documentation</li> </ul>	<ul style="list-style-type: none"> <li>Undertakes final business case elements: <ul style="list-style-type: none"> <li>- Reference design</li> <li>- Environment</li> <li>- Approvals</li> <li>- Cost/Risk</li> <li>- Stakeholder Management</li> </ul> </li> <li>Through the final business case governance committee, engage relevant final business case advisors to assist with: <ul style="list-style-type: none"> <li>- Case for Change/Service Needs</li> <li>- Economics</li> <li>- Financial/Commercial</li> <li>- Legal</li> <li>- Social Impact Assessment</li> </ul> </li> <li>Undertake communications/media with DPE</li> <li>Collaborate on program/project implementation planning with DPE to ensure alignment of program and project funding and assurance pathways</li> </ul>
INSW	<ul style="list-style-type: none"> <li>Assess compliance with Restart NSW Fund criteria</li> <li>Submit funding recommendations to government</li> <li>Prepare Funding Deed</li> <li>Lead Gateway Review</li> </ul>	<ul style="list-style-type: none"> <li>Assess compliance with Restart NSW Fund criteria</li> <li>Submit funding recommendations to government</li> <li>Prepare Funding Deed</li> <li>Lead Gateway Review</li> </ul>	<ul style="list-style-type: none"> <li>Assess compliance with Restart NSW Fund criteria</li> <li>Submit funding recommendations to government</li> <li>Prepare Funding Deed</li> <li>Lead Gateway Review</li> </ul>

1. If the Delivery Agency elects to undertake preparation of the final business case utilising Delivery Model Option 3 (Assist), the DPE will undertake procurement of final business case advisors (upon execution of the Deed of Agreement), and an agreement will be reached between DPE and the Delivery Agency on a proposed funding split to cover the cost of final business case preparation.

### 7.3 Final Business Case Templates

The final business case are to be prepared in accordance with NSW Government Business Case Guidelines, available on the NSW Treasury website:

<https://www.treasury.nsw.gov.au/sites/default/files/2018-08/TPP18-06%20%20NSW%20Government%20Business%20Case%20Guidelines.pdf>

The use of these guidelines and business case document templates support a consistent and efficient approach to investment assurance. Other business case document templates are also acceptable on the condition that they include the same content as identified in the NSW Government Business Case Guidelines. Approval from the DPE and Infrastructure NSW is required to confirm if alternative templates are proposed to be used.



### 7.4 Project Assurance Reporting and Gate 2 Review

HAF projects are subject to investment assurance policies and procedures of Infrastructure NSW in accordance with the Infrastructure Investor Assurance Framework (IIAF). The IIAF categorises project reporting and investment assurance requirements based on a project tiering system which considers project capital value and risk profile.

#### Capital Value

The IIAF applies to capital projects with a value of \$10 million and above, being developed or delivered by General Government agencies and Government Businesses.

#### Project Tiering

The DPE in consultation with Infrastructure NSW will undertake a Project Tier Assessment on projects at the time of registering projects to the RAP. The tiering assessment reviews projects against the following criteria:

- Government priority
- Interface complexity
- Procurement complexity
- Agency capability
- Essential service.

The outcome of the assessment categorises projects on the following 1 to 4 tiered scale which determines the level of investor assurance scrutiny required for projects:

- Tier 1 (High profile / high risk)
- Tier 2
- Tier 3
- Tier 4 (Low risk)



### Gateway Review

For Tier 1 and Tier 2 projects, the final business case is subject to a Gate 2 Review process with Infrastructure NSW. The DPE will review all final business cases for Tier 1 and Tier 2 projects prior to the Delivery Agency submission to Infrastructure NSW for Gateway Review.

For Tier 3 and Tier 4 projects, the final business case is self-assured by the Delivery Agency and is not subject to a Gate 2 Review process administered by Infrastructure NSW. The final business case is however required to be submitted to Infrastructure NSW by the Delivery Agency for record purposes. Prior to a Delivery Agency submitting a self-assured final business case to Infrastructure NSW, the Delivery Agency is required to table the final business case to the HAF Executive Steering Committee, who can direct the DPE to undertake a review of the document to support an investment decision on making a HAF funding contribution to construction delivery. The HAF Executive Steering Committee may also request for a formal Gateway Review to be undertaken if deemed necessary.

Final business case documents should be prepared with consideration to the assurance focus areas to be evaluated in the Gate 2 Review. These focus areas and the process for conducting a Gate 2 Review is detailed in the Gate 2 Business Case Workbook, which is available on the Infrastructure NSW website:

<http://www.infrastructure.nsw.gov.au/media/1577/gateway-workbook-gate-2.pdf>

Figure 7-1 outlines the focus areas and review deliverables required as an input into the Gate 2 Review.



Figure 7-1: Infrastructure NSW Gateway Reviews



Gate Reviews conducted by Infrastructure NSW and DPE are undertaken on a full cost recovery basis funded by the HAF funding allocation.

### 7.5 Building on Strategic Business Case Information

The final business case should seek to build on the body of work contained in the strategic business case produced by the DPE. In particular, information regarding the program background, benefits, governance and program management. The DPE can supply any requested information from the strategic business case relevant to the specific project.

## **8 Delivery Phase**

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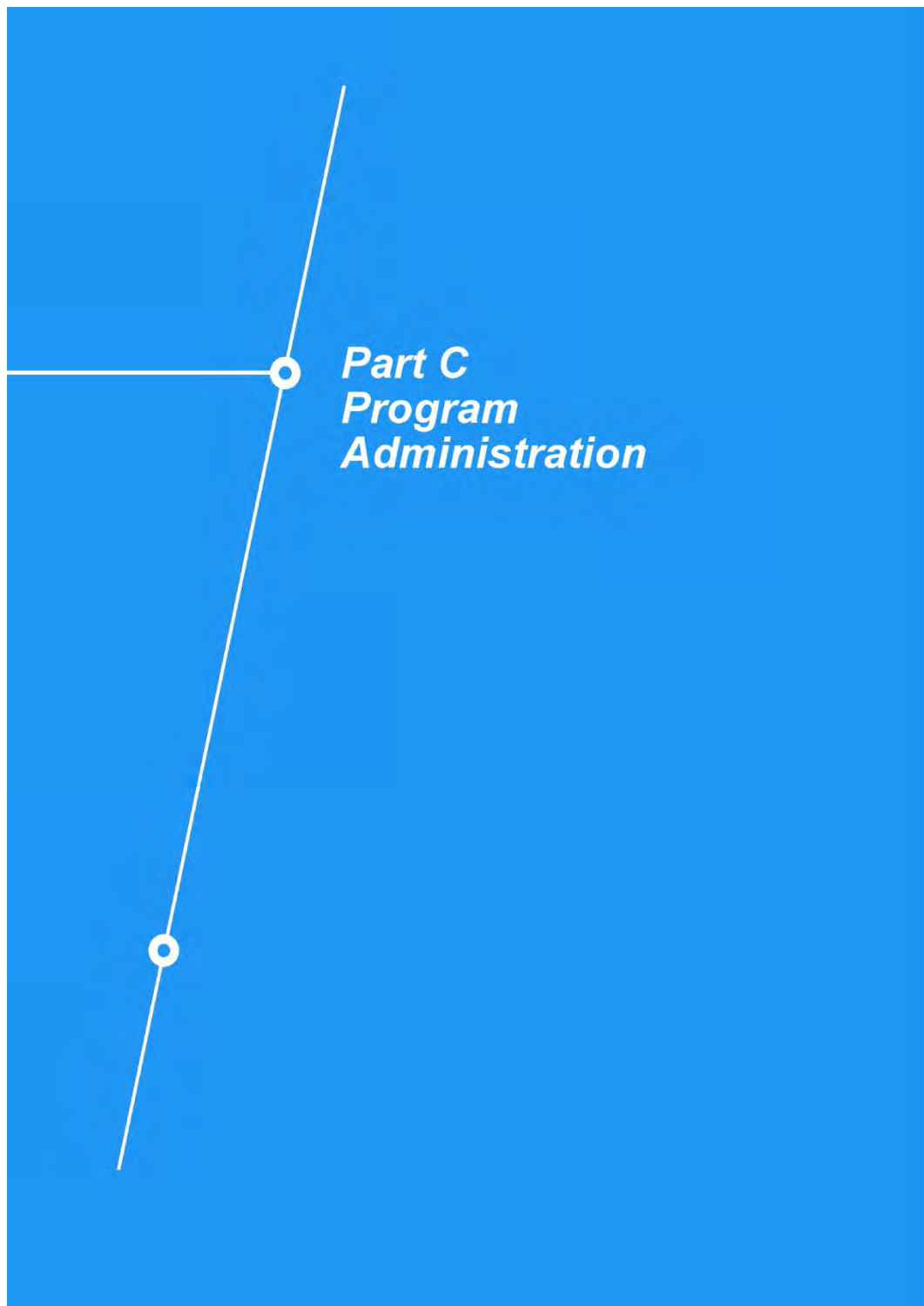
The DPE will update and release as part of the Letter of Offer for the delivery phase.

All projects in the HAF require a final business case include Gate 2 Review clearance in accordance with the conditions of funding under the Restart NSW Fund, prior to being considered for construction delivery funding.

## **9    Operation**

This section is intentionally blank.

The DPE will update and release as part of the construction delivery Letter of Offer for the delivery phase.



## 10 Form of Deed

### 10.1 Process for Executing Deed

HAF grant funding is released to a Delivery Agency at two points of the project lifecycle:

- Following the passing of the strategic business case at Gate 1 to provide a funding contribution to a Delivery Agency to progress preparation of the final business case.
- Following the passing of the final business case at Gate 2 to provide a funding contribution to a Delivery Agency to progress project design and construction where the project aligns with Restart NSW criteria.

The Delivery Agency is responsible for all aspects of project delivery (i.e. planning, design and construction) including funding any project expenditure over the capped grant contribution amount. Grant funding provided for the production of the final business case does not commit the NSW Government to funding construction.

The funding grant for the project is provided as a capped contribution under the Restart NSW Fund terms and conditions.

Depending on the Delivery Agency being a State agency, State-owned Corporation or local government, the process to finalise the funding agreement differs.

#### State Agency

The form of deed for State Agencies is finalised through the exchange of letters between DPE as the program administrator and the Delivery Agency.

Table 10-1 details the process for a State Agency to finalise the funding agreement.

**Table 10-1: Funding release contract process (State Agency)**

Contract Part	Process
Letter of Offer	Letter of Offer sent to Delivery Agency advising project funding contribution under the HAF has been approved and seeks confirmation of acceptance of terms and conditions of the grant as outlined in the Restart NSW Fund Deed of Agreement and HAF Grants Guidelines.
On written confirmation (Funding Acceptance Letter) from the Delivery Agency, the Delivery Agency can commence project delivery with cost reimbursement through existing internal government claims reimbursement processes.	

#### State-owned Corporation and local government

The form of deed for State-owned corporations and local government involves a two-part process.

Table 10-2 details the process for a State-owned corporation and local government to finalise the funding agreement.

**Table 10-2: Funding release contract process (State-owned corporation and local government)**

Contract Part	Process
Letter of Offer (Part A)	As per Table 10-1
On written confirmation (Funding Acceptance Letter) from the Delivery Agency, the Part B of the process commences:	
Deed of Agreement (Part B)	Deed of Agreement executed as a binding contract between NSW Government and the Delivery Agency.
Following execution of Part B, the Delivery Agency can commence project delivery and make progress claims against the funding allocation for defined scope of works.	

#### 10.2 Letter of Offer

A Letter of Offer is sent by the DPE to a Delivery Agency that is successful in receiving grants funding. The Letter of Offer advises the Delivery Agency on the project scope funded under the grant and identifies the value and validity period for the funding contribution.

The Letter of Offer seeks the Delivery Agency to provide written confirmation (Funding Acceptance Letter) of acceptance of the terms and conditions of the grant as outlined in the Restart NSW Fund Deed of Agreement and HAF Grants Guidelines.

Part D, Item 18 contains a copy of the standard terms and conditions contained in the Restart NSW Fund Deed of Agreement. The NSW Government does not accept departures from the standard terms and conditions of the deed. While a State Agency is not required to execute a Restart NSW Fund Deed of Agreement, it is a requirement that the terms and conditions set out in the deed are formally accepted in the response letter to the DPE.

The DPE reserves the right to withdraw the funding contribution should the Delivery Agency not provide a Funding Acceptance Letter within a reasonable timeframe.

#### 10.3 Deed of Agreement (State-owned corporations and local government)

For funding to be released to State-owned corporations and local government, the Delivery Agency must execute a Restart NSW Fund Deed of Agreement with the NSW Government. The Deed of Agreement is administered by Infrastructure NSW on behalf of NSW Treasury with input from the DPE.

The DPE requires the following information to be provided by the Delivery Agency at the time of or soon after sending the Funding Acceptance Letter to support the finalisation of the funding agreement:

- Project Governance Plan.
- Procurement plan for final business case and indicative plan for the project.
- Cash flows for final business case and indicative cash flows for the project, including proposed grant drawdown schedule.
- Project schedule including milestones.
- Preliminary cost plan for the project.
- Risk management plan for final business case and indicative plan for project delivery.

Part D, Item 19 contains templates to be used as a guide by the Delivery Agency for supplying this information.

Following execution of the Deed of Agreement, the Delivery Agency is then responsible for all aspects of project delivery.

No payments will be released until there is an executed grant agreement in place. If the Delivery Agency commences project activities before an executed a Deed of Agreement has been executed, those activities will not be eligible for funding. The Delivery Agency must commence the scope of works identified in the Deed of Agreement within four weeks of execution, and it must be completed by the date specified in the agreement.

## 11 Project Meetings and Reporting

### 11.1 Project Status Reporting

The Delivery Agency is required to prepare and submit Project Status Reports (PSRs) to the DPE for each active HAF project by the 10<sup>th</sup> working day of the month. All project status reports are to be provided to the HAF Program Director and DPE Portfolio Office Inbox via email.

- HAF Program Director: [Jackie.Bosnich@planning.nsw.gov.au](mailto:Jackie.Bosnich@planning.nsw.gov.au)
- DPE Portfolio Office Inbox: [Portfolio.Office@planning.nsw.gov.au](mailto:Portfolio.Office@planning.nsw.gov.au)

As per the Restart NSW Funding Deed of Agreement, the Delivery Agency must provide the following project information:

- Status of delivery against schedule.
- Any delay in the delivery of the project.
- Details of the Project costs incurred to date.
- Project risks/ issues.
- Key achievements in the reporting period.
- Copies of published reports and materials in relation to the project.
- Photographs documenting the progress of the project.
- Other information reasonably requested by the Treasurer.
- Final report, outlining the achievements of the project, including project acquittal.

### 11.2 Governance Meetings

The Delivery Agency is required to participate in the HAF governance structure throughout the project lifecycle. This will involve participating in a monthly Project Assurance Meeting with the DPE and providing input as requested to the HAF Executive Steering Committee.

The Project Assurance Meeting serves as primarily a monthly coordination exercise between the HAF Program Manager and representatives from the Delivery Agency to:

- Review and track project progress and performance (budget/schedule) and risk/issue management.
- Undertake forward planning and coordination of project delivery, gateways, milestones and media/communications.

The Project Status Reports prepared by the Delivery Agency is to be tabled at the Project Assurance Meeting.

The HAF Program Manager in consultation with the Delivery Agency at the Project Assurance Meeting will determine whether any matters require escalation to the HAF Executive Steering Committee. The Delivery Agency will be required to prepare supporting briefing notes and other materials to support the consideration of matters at the HAF Executive Steering Committee.

## 12 Risk and Issue Management

### 12.1 Risk/Issue Management Approach

The Delivery Agency is required to escalate risks/issues to the Project Assurance Meeting and the HAF Executive Steering Committee in accordance with the following risks/issues management framework.

A risk is an event that could potentially occur which will impact on program/project, delivery, outcomes or benefits.

An issue is an event that has already occurred and requires immediate action to reduce its impact on program/project delivery, outcomes or benefits.

The HAF risk/issue assessment methodology includes the following steps:

- **Step 1 – Risk/Issue Identification:**  
Detail of the risk/issue cause and description including existing mitigation controls already in place.
- **Step 2 – Risk/Issue Impact:**  
Assess the inherent risk/issue impact using the risk/issue rating matrix based on likelihood and consequence.
- **Step 3 – Mitigation:**  
Identify of mitigation measures including responsibilities for actioning.
- **Step 4 – Residual Risk/Issue Rating:**  
Assess the residual risk/issue rating using the risk/issue rating matrix based on likelihood and consequence following the implementation of mitigation measures.
- **Step 5 – Governance Monitoring:**  
Determine the governance level the risk is to be escalated to, and tracked/monitored at using the risk/issue escalation and monitoring matrix.

### 12.2 Risk/Issue Registers

The Delivery Agency is to maintain a risk and issues register for each HAF project using the template example in [Table 12-1](#) and [Table 12-2](#). The Delivery Agency is to include the risks and issues registers in the monthly Project Status Reporting and table for review at each Project Assurance Meeting.

Table 12-1: Example Risk Register

ID	Date	Risk Type	Risk Description	Risk Impact			Mitigation		Residual Risk Rating			Update
				Likelihood	Consequence	Rating	Actions	Owner	Likelihood	Consequence	Rating	

Table 12-2: Example Issue Register

ID	Date	Issue Type	Issue Cause/Description	Issue Consequence	Mitigation		Residual Issue Consequence	Update
					Actions	Owner		

### 12.3 Risk Management

#### Risk Consequences Matrix

Risk consequences are defined based on the different HAF risks types as identified in Table 12-3

Table 12-3: Risk Consequence Definitions

		Scope, Quality & Benefits	Schedule	Budget	Resourcing	Community & Stakeholder	Workplace Health & Safety
Consequence	Extreme	Changes are a complete deviation from the strategic intent, scope, outcomes or benefits described in the business case.	Schedule delay impacts on project completion by 3 to 6 months, or more than 20% of the total schedule length, whichever is greater.	Budget overspend utilises all the approved project contingency and exceeds approved project budget (requires program contingency) by more than 20% or over \$5m, whichever is greater.	On-going resourcing impact on timelines, essential project / program functions and compliance with legislative requirements.  Unable to recruit / procure skills or have no mitigation plans in place.	Community or stakeholder adverse publicity causes the suspension / cancellation of a project.	Fatalities and/or injuries with extensive media attention.  Significant irreversible effects on the health of a worker or workers.
	Major	Changes make a deviation to which will impact on the strategic intent, scope, outcomes or benefits described in the business case.	Schedule delay impacts on project completion by up to 3 months, or 10% to 20% of the total schedule length, whichever is greater.	Budget overspend utilises all the approved project contingency and exceeds approved project budget (requires program contingency) by between 10% and 20% or up to \$5m.	On-going resourcing impact on delivery timelines and essential project / program functions.	Community or stakeholder campaigning / protests and sustained adverse publicity causes major delays or reputational issues.	Threatens life or substantial risk to personal safety including serious hospitalisation or occupational illness with potential permanent impairment.
	Moderate	Changes are a minor deviation to the scope which do not impact on the strategic intent, outcomes or benefits described in the business case.	Schedule delay impacts on project completion by up to 3 months, or less than 10% of the total schedule length, whichever is greater.	Budget overspend utilises all the approved project contingency and exceeds approved project budget (requires program contingency) by up to 10% or less than \$2m.	Short-term resourcing impact on delivery timelines and essential project / program functions.	Community or stakeholder campaigning / protests and sustained adverse publicity causes minor delays or reputational issues.	Reportable near miss. Litigation given lack of execution of duty of care. Medical treatment/hospitalisation with material loss of time.
	Minor	Changes are operational or specification related and do not make a material impact on the business case.	Schedule delay impacts on milestone delivery by 1 to 3 months and does not impact on overall project completion.	Budget overspend can be managed within existing approved budget and utilises more than 50% or available approved project contingency.	Short-term resourcing impact on delivery timelines / non-essential project / program functions and can be rectified within the organisation.	Community and stakeholder complaints and minor adverse local publicity.	Compliance breach requiring escalation to rectify or minor injuries requiring minor medical treatment and no material loss of time.
	Insignificant	Changes are operational or specification related and not quantified in the business case.	Schedule delay impacts on milestone delivery by less than 1 month and does not impact on overall project completion.	Budget overspend can be managed within existing approved budget without use of project contingency.	Temporary resourcing impact on timelines / non-essential project / program functions and can be rectified in the workplace.	Isolated local community and stakeholder complaints or minor adverse local publicity.	Compliance that can be rectified within the organisation or on-site first aid.

#### Risk Likelihood Matrix

Risk likelihood is based on probability of the event occurring as defined in Table 12-4

Table 12-4: Risk Likelihood Definitions

Likelihood	Probability
Almost Certain	>95%
Likely	>70% to 95%
Possible	>40% to 70%
Unlikely	5% to 30%
Rare	<5%

#### Risk Rating Matrix

The inherent and residual risk ratings for project risks are to be assessed based on Table 12-5

Table 12-5: Risk Rating Matrix

Consequence	Likelihood				
	Rare	Unlikely	Possible	Likely	Almost Certain
Extreme	High	High	Very High	Very High	Very High
Major	Medium	Medium	High	Very High	Very High
Moderate	Low	Medium	Medium	High	High
Minor	Negligible	Low	Medium	Medium	High
Insignificant	Negligible	Negligible	Low	Low	Medium

#### Risk Escalation Matrix

Table 12-6 details the HAF governance structure and associated program and project risk rating thresholds for escalation/monitoring of risks. Tier 2 and Tier 3 projects with a red status rating require a mitigation plan to ensure corrective actions are identified and implemented.

Table 12-6: Governance Escalation and Monitoring of Risks

Residual Risk Rating	Program	Project	Mitigation Control
Very High	Executive Steering Committee	Executive Steering Committee and Relevant internal executive level Delivery Agency governance committee	Risk register to capture risk and mitigations actions. Governance committee to monitor. Action plan to be implemented and monitored on a weekly basis by governance committee.
High	Executive Steering Committee	Executive Steering Committee and Relevant internal executive level Delivery Agency governance committee	Risk register to capture risk and mitigations actions. Governance committee to monitor. Action plan to be implemented and monitored on a weekly basis by governance committee.
Medium	DPE Program Management Office	Program Management Review Meeting And Relevant internal senior Delivery Agency governance committee	Risk register to capture risk and mitigations actions. Governance committee to monitor progress on a monthly basis.
Low	HAF Program Director / HAF Program Manager	HAF Program Director / HAF Program Manager	Risk register to capture risk and mitigations actions. Governance role/s to monitor progress on a monthly basis.
Negligible	HAF Program Director / HAF Program Manager	HAF Program Director / HAF Program Manager	Included in risk profiles and periodically monitored by governance role/s.

## 12.4 Issue Management

### Issue Consequence Matrix

The inherent issue and residual issue consequence ratings project issues are to be assessed based on the Issue Consequence Matrix in [Table 12-7](#)

Table 12-7: Issue Consequence Matrix

		Issue Type					
		Scope, Quality & Benefits	Schedule	Budget	Resourcing	Community & Stakeholder	Workplace Health & Safety
Issue Consequence	Very High	Changes make a deviation from the strategic intent, scope, outcomes or benefits described in the business case.	Schedule delay impacts on project completion by more than 3 months or more than 10% of the total schedule length whichever is greater.	Budget overspend utilises all the approved project contingency and exceeds approved project budget (requires program contingency) by more than 10% or over \$2m, whichever is greater.	On-going resourcing impact on timelines, essential project / program functions and compliance with legislative requirements.  Unable to recruit / procure skills or have no mitigation plans in place.	Community or stakeholder campaigning / protests and sustained adverse publicity causes major delays or reputational issues, leading to suspension / cancellation of a project.	Fatalities and/or injuries with extensive media attention.  Threatens life or substantial risk to personal safety including serious hospitalisation or occupational illness with potential permanent impairment. Significant irreversible effects on the health of a worker or workers.
	High	Changes are a minor deviation to the scope which do not impact on the strategic intent, outcomes or benefits described in the business case.	Schedule delay impacts on project completion by up to 3 months or less than 10% of the total schedule length whichever is greater.	Budget overspend utilises all the approved project contingency and exceeds approved project budget (requires program contingency) by up to 10% or less than \$2m.	Short-term resourcing impact on delivery timelines and non-essential and essential project / program functions.	Community or stakeholder complaints, campaigning / protests and sustained adverse publicity causes minor delays or reputational issues.	Reportable near miss.  Compliance breach requiring escalation to rectify.  Litigation given lack of execution of duty of care. Medical treatment/ hospitalisation and no material loss of time.
	Moderate	Changes are operational or specification related and not quantified in the business case.	Schedule delay impacts on milestone delivery by less than 1 month and does not impact on overall project completion.	Budget overspend can be managed within existing approved budget without use of project contingency.	Temporary resourcing impact on timelines / non-essential project / program functions and can be rectified within the organisation.	Isolated local community and stakeholder complaints or minor advice local publicity.	Compliance that can be rectified within organisation or on-site first aid.
	Low / Negligible	Issues are managed day-to-day at program/project level.					

#### Issue Escalation Matrix

Table 12-8 details the HAF governance structure and associated program and project issue rating thresholds for escalation/monitoring of issues. Details of the specific functions of the various HAF governance committees are contained in the HAF Governance Framework.

**Table 12-8: Governance Escalation and Monitoring of Issues**

Issue Rating	Program	Project	Mitigation Control
Very High	Executive Steering Committee	Executive Steering Committee and Relevant internal executive level Delivery Agency governance committee	Issues register to capture issues and mitigations actions. Governance committee to monitor. Action plan to be implemented and monitored on a weekly basis by governance committee.
High	Executive Steering Committee	Executive Steering Committee and Relevant internal executive level Delivery Agency governance committee	Issues register to capture risk and mitigations actions. Governance committee to monitor. Action plan to be implemented and monitored on a weekly basis by governance committee.
Medium	HAF Program Director / HAF Program Manager	HAF Program Director / HAF Program Manager	Issues register to capture issues and mitigations actions. Governance committee to monitor progress on a monthly basis.
Low / Negligible	HAF Program Director / HAF Program Manager	HAF Program Director / HAF Program Manager	Managed by day-to-day delivery and periodically monitored by governance role/s.

## 13 Project Schedule

The Delivery Agency is required to provide in the monthly Project Status Report an update on achieving project delivery milestones. This is to inform project performance monitoring and forward joint planning of stakeholder communications, media events and assurance activities.

Table 13-1 outlines required milestones to be included in monthly reporting.

**Table 13-1: Project Milestones**

Phase	Milestones
Development	Infrastructure NSW Gate 0 - Project Justification
	Investment Brief Submitted
	Infrastructure NSW Gate 1 - Strategic Assessment
	Strategic Business Case Submitted
	Project Start
	Property Acquisition
	REF Public Display
	Planning Approval
	Concept Design Commenced
	Concept Design Complete
	Funding approved
	Detailed Design Start
	Detailed Design Finish
	Final Business Case Submitted
	Final Business Case Approved
	Infrastructure NSW Gate 2- Final Business Case
Procurement	Infrastructure NSW Gate 3 - Pre-Tender Review
	Infrastructure NSW Gate 4 - Tender Evaluation
	Request for tender released
	Request for tender closes
Delivery	Tender awarded
	Infrastructure NSW Gate 5 - Pre-commissioning
	Construction commenced
	Major construction milestone
	Construction complete
	All Commissioning Complete
	Open to public/operational
	Open to Public Announcement
	Infrastructure NSW Gate 6 - Post-Implementation - Project Financially Complete
	Defect Liability Period Complete
	Benefits Realisation Reached

## 14 Project Budget

### Final business case

The Delivery Agency is required to provide in the monthly Project Status Report a detailed breakdown (by month) of all final business case related expenditure and an indicative annual forecast cash flow for the balance of expenditure through the construction of the project.

If the project is jointly funded by other agencies or DPE infrastructure programs, a monthly detailed breakdown is required for each funding source and the corresponding activities.

### Construction

The Delivery Agency is required to provide in the monthly Project Status Report a detailed breakdown (by month) of all construction expenditure through to project completion.

If the project is jointly funded by other agencies or DPE infrastructure programs, a monthly detailed breakdown is required for each funding source and the corresponding activities.

## 15 Communications, Media and Engagement

The DPE must be notified by the Delivery Agency of upcoming project milestones, at least 6 weeks prior to the milestone occurring.

The Delivery Agency is not approved to announce projects without prior approval by the DPE. This ensures that there is alignment between the information the DPE and the Delivery Agency have in relation to project scope, funding and project times.

## **16 Procurement**

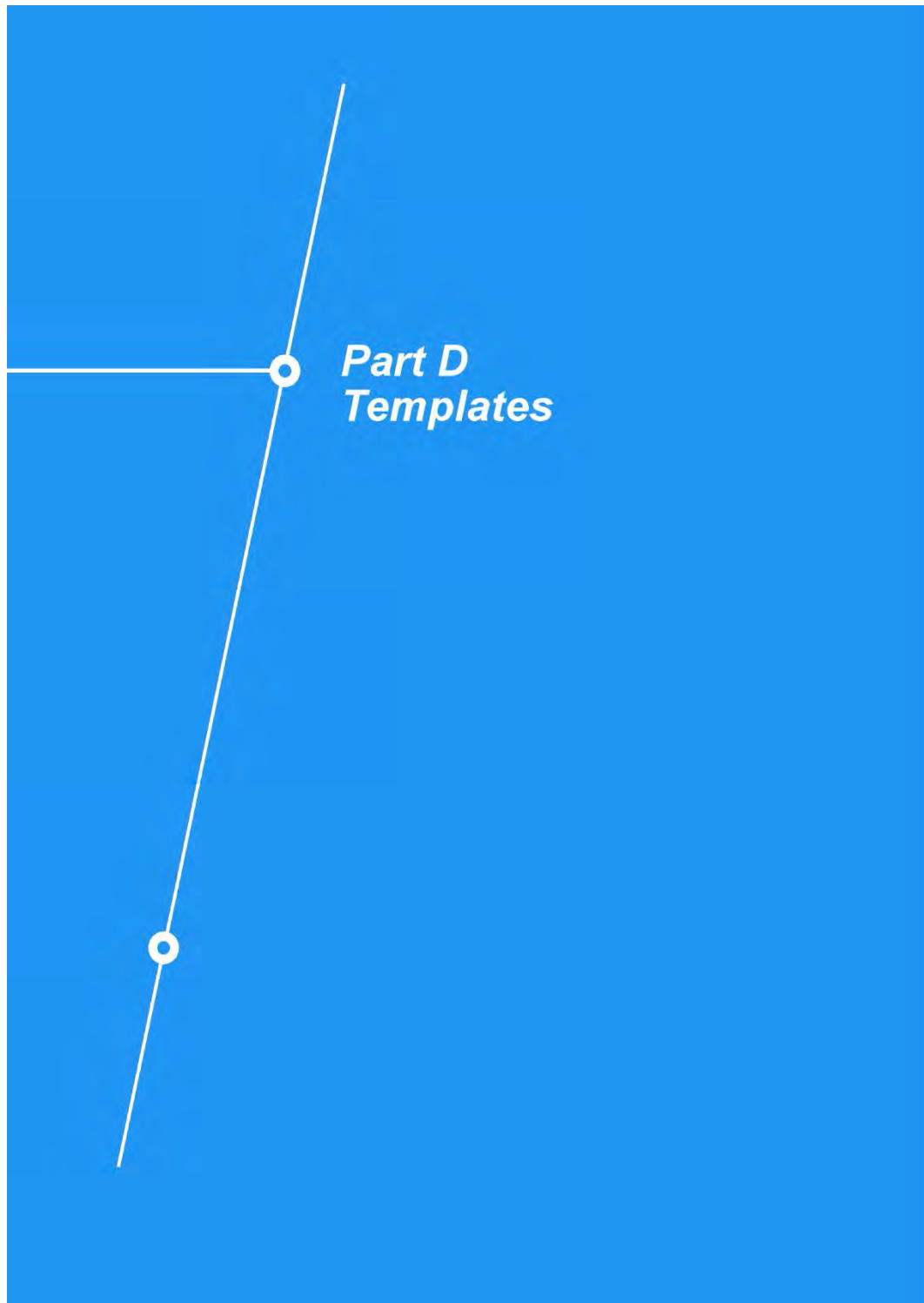
The Delivery Agency is responsible for all procurement of personnel and resources required to deliver project final business case and construction delivery works. This procurement should be undertaken in line with the Delivery Agency procurement processes and the procurement plan included in the Restart NSW Fund Deed of Agreement.

## 17 Payment Mechanism

The Delivery Agency will be paid for actual progress in arrears in line with the terms and conditions of the Restart NSW Fund Deed of Agreement.

Reimbursement is made on the following basis:

- Reimbursement for final business case made upon acceptance of the final business case by DPE.
- Reimbursement for construction made upon Delivery Agency providing monthly progress reports detailing eligible costs incurred.



## **18 Restart NSW Funding Deed Template**

## 19 Restart NSW Funding Deed Attachments

The following templates are provided as a guide to the Delivery Agency in the preparation of content required to support DPE/Infrastructure NSW in preparing funding agreements:

- Project scope / outline
- Project schedule / timeline
- Procurement plan
- Risk management plan
- Cost control plan
- Project cash flow

### Attachment 1: Project Scope / Outline

Information	Response
<i>Project Title</i>	Include Restart NSW ID and any internal working titles
<i>Project Location</i>	Project location
<i>Project Description</i>	Insert a brief description / summary of the project, including: <ul style="list-style-type: none"> <li>• Context</li> <li>• Policy Alignment</li> <li>• High level delivery timeframes</li> </ul>
<i>Project Stakeholders</i>	List (known) project stakeholders and their interest, including: <ul style="list-style-type: none"> <li>• Delivery partners</li> <li>• Community stakeholders</li> <li>• Industry stakeholders</li> <li>• Government stakeholders</li> </ul>
<i>Project Scope and deliverables</i>	Insert dot points for project scope items and key deliverables

Attachment 2: Project Schedule / Timeline

Information	Response
final business case Dates	final business case Start Date; final business case Completion Date
Key Milestones	<ol style="list-style-type: none"> <li>1. Business case completed – date the full business case is expected to be approved.</li> <li>2. Tender released – date the request for tender is expected to be released to market.</li> <li>3. Contract signed – date the contract is expected to be signed by both parties.</li> <li>4. Building commenced – date the contractor is due to commence construction.</li> <li>5. Building completed – date construction is due to be completed and the site handed to the department.</li> <li>6. Operations commenced – date the asset is due to commence delivery of services.</li> </ol>
Project GANTT Chart	Attached separately

Attachment 3: Procurement Plan

Information	Response
Description of procurement method / approach	<ul style="list-style-type: none"><li>• Describe final business case procurement plan (internal, external, combined, etc.)</li><li>• Provide indicative procurement plan for delivery phase</li></ul>
Procurement Plan	Attach a copy of the procurement plan

**Attachment 4: Risk Management Plan**

Provide a detailed risk register including the following information:

<i>Risk Category</i>	<i>Risk Description</i>	<i>Trigger</i>	<i>Impact</i>	<i>Likelihood</i>	<i>Consequence of Risk</i>	<i>Risk Rating</i>	<i>Mitigation Strategy</i>

Attachment 5: Cost Control Plan

Funding Source Details	Total Value
Restart NSW Fund Contribution	\$X
Council Funding Contribution	\$X or N/A
Other Contribution	\$X or N/A
<b>Total Contribution</b>	<b>\$X</b>

Information	Response
Description of cost estimate detail	<ul style="list-style-type: none"> <li>Describe how the cost estimate was developed and on what information it was developed (i.e. strategic design)</li> <li>Confirm what company undertook the cost estimate (if not completed internal) and when (year) it was completed</li> </ul>
Cash Flow Forecast (Excl contingency)	Attach a monthly cash flow plan as per format provided in Attachment 6

Cost Estimate Breakdown	Budget Estimate
Item 1 <DESCRIPTION>	\$X
Item 1 <DESCRIPTION>	\$X
Item 1 <DESCRIPTION>	\$X
Item 1 <DESCRIPTION>	\$X
Item 1 <DESCRIPTION>	\$X
Item 1 <DESCRIPTION>	\$X
<b>Sub Total</b>	<b>\$X</b>
Project Management	\$X
Design	\$X
Contingencies	\$X
<b>Total</b>	<b>\$X</b>

Attachment 6: Project Cash Flow

A monthly project cash flow is required to show the breakdown between each of the funding sources across the 2018/19 financial year.

Funding Source	Jul-18	Aug-18	Sep-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Restart NSW Fund Contribution	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X
Council Funding Contribution	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X
Other Contribution	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X	\$X
<b>Total Contribution</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>	<b>\$X</b>

## Restart NSW Funding Deed

### Formal Instrument

**Parties**            **The Treasurer as the Minister administering section 8(a) of the Restart NSW Fund Act 2011 (NSW) acting for and on behalf of the Crown in right of the State of New South Wales**

(Treasurer of NSW)

*(Note: If the administration of s.8(a) is transferred from the Treasurer to another Minister the description of the State party and the references to Treasurer in this Deed will need to be changed to reflect the new Minister.)*

**The party named as the Recipient in the Agreement Particulars**

**Recipient**

### Background

- A.        The Recipient's application for Restart NSW funding has been successful and the Treasurer, as the Minister administering section 8(a) of the Restart NSW Fund Act 2011 (the **Act**), has given his approval under that section for the funding to be paid out of the Restart NSW Fund established under section 5 of the Act (the **Restart NSW Fund**).
- B.        This Agreement sets out the terms on which the funding will be provided.

### Operative Provision

The parties promise to carry out their respective obligations under this Deed, which comprises:

1.        this Formal Instrument;
2.        the Agreement Particulars;
3.        the General Conditions; and
4.        the Attachments.

**Signed** as a deed.

<b>Signed</b> sealed and delivered by Rob Whitfield, Treasury Secretary, as agent for the Treasurer of NSW, the Minister administering s.8(a) of the Restart NSW Fund Act 2011 (NSW) for and on behalf of the Crown in right of New South Wales	
in the presence of:	(Signature of Treasury Secretary, as agent for the Treasurer)
(Signature of witness)	Rob Whitfield, Treasury Secretary, as agent for the Treasurer of NSW
(Name of witness in full)	(Date)

<p><b>Signed</b> sealed and delivered for and on behalf of the <b>Recipient</b> in the presence of:</p>	<p>_____</p> <p>(Signature of authorised signatory)</p> <p>_____</p> <p>(Name of authorised signatory)</p> <p>_____</p> <p>(Date)</p>
<p>_____ (Signature of witness)</p> <p>_____ (Name in full)</p>	
<p><i>(Alternate: If Recipient is a company execution should be in accordance with the Corporations Act 2001 (Cth) - delete whichever execution block does not apply)</i></p> <p><b>Signed as a Deed by</b> [insert name of company and ACN] in accordance with s.127(1) of the Corporations Act 2001 (Cth) by:</p>	<p>_____</p> <p>(Signature of director/company secretary)</p> <p>_____</p> <p>(Name of director/company secretary in full)</p> <p>_____</p> <p>(Date)</p>
<p>_____ (Signature of director)</p> <p>_____ (Name of director in full)</p>	
<p><i>(Alternate: Use if the Recipient is a local council and execution is under seal – delete the other execution blocks for Recipients)</i></p> <p>THE COMMON SEAL of [insert name of Council] was affixed on _____</p>	<p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name of signatory)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Name of signatory)</p>
<p>Pursuant to a resolution passed by the Council on _____</p>	
<p><i>(Note: Must be signed in accordance with Council resolution by Mayor/Councillor and GM or Mayor and Councillor or two Councillors)</i></p>	

<p><i>(Alternate: Use if the Recipient is a local council and the council has by resolution delegated execution of this Deed to the General Manager)</i></p> <p>SIGNED SEALED AND DELIVERED for and on behalf of <i>[insert name of Council]</i> by its delegate in the presence of :</p>	
<p>_____ (Signature of Witness)</p>	<p>_____ (Signature of delegate)</p>
<p>_____ (Name of Witness)</p>	<p>_____ (Name of delegate)</p> <p>General Manager (Position of delegate)</p>

#### Agreement Particulars

<b>Name of Recipient</b>	Recipient
<b>ABN of Recipient</b>	
<b>Address of Recipient</b>	
<b>Grant number</b>	RNSW xxx
<b>Project title</b>	Project Title
<b>Project description</b>	
<b>Funding Amount</b> (Clause 2.1(a))	..... .....
<b>Progress Payments or Milestone Payments</b> (Clause 2.1(b))	Monthly Progress Payments
<b>Recipient's Representative</b> (Clause 3.1)	..... .....
<b>Reporting</b> (Clause 3.5 and clause 5.3)	Frequency of Progress Reports: Monthly  Timing of Final Report: Within 20 Business Days after completion of construction of the Project.
<b>Applicable NSW Government Policies</b> (Clause 3.7)	<ul style="list-style-type: none"> <li>NSW Government Code of Practice for Procurement and Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction;</li> <li>Workplace Health and Safety Management Systems Guidelines;</li> <li>Environmental Management Systems Guidelines</li> </ul>
<b>Other Recipient obligations</b> (Clause 3.12)	<p>.....</p> <p>.....</p> <p>.....</p> <p><i>(Specify whether any of these obligations are performance obligations for the purposes of clause 2.2(b) i.e. a condition precedent for payment.)</i></p>
<b>Insurances</b> (Clause 4.1)	<ul style="list-style-type: none"> <li>Public Liability Insurance and Insurance of Works</li> <li>Workers' Compensation; and</li> <li>where appropriate, Professional Indemnity Insurance.</li> </ul>

<b>Notices to the Treasurer</b> (Clause 7.2)	<p>Address: NSW Treasury Level 27, Budget Strategy Division GPO Box 5469 SYDNEY NSW 2001</p> <p>email: Restart@treasury.nsw.gov.au</p> <p>For the attention of: Ziggi Lejins</p>
<b>Notices to Recipient</b> (Clause 7.2)	<p>Address: [Insert address]</p> <p>Fax: [Insert fax]</p> <p>Email: [Insert email]</p> <p>For the attention of: [Insert addressee]</p>
<b>Attachments (including Project Plans)</b>	<ol style="list-style-type: none"> <li>1. Project Scope/ Outline;</li> <li>2. Project Schedule/ Timeline;</li> <li>3. Asset Procurement Plan;</li> <li>4. Risk Management Plan;</li> <li>5. Cost Control Plan &amp; Project Cash Flow; and</li> <li>6. Signage Guidelines</li> </ol>

## **General Conditions**

### **1. Defined terms**

Unless the context indicates otherwise, capitalised terms are as defined in the Agreement Particulars or the Background.

### **2. Funding**

#### **2.1 Provision of funding**

- (a) The Treasurer will provide the Funding Amount to the Recipient in accordance with and subject to the terms of this Deed; and
- (b) the Funding Amount will be paid by way of Progress Payments or Milestone Payments (as specified in the Agreement Particulars).

#### **2.2 Conditions precedent to payment**

The payment of the Funding Amount or any part of the Funding Amount under this Deed is conditional on, as at the time for payment set out in clause 2.6(b):

- (a) there being sufficient funds available in the Restart NSW Fund;
- (b) the Recipient complying with the requirements of clauses 2.3, 2.4, 2.6, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 3.11, 4.1 and any other obligations for the Recipient for the purposes of clause 3.12 set out in the Agreement Particulars which are specified to be performance obligations for the purposes of this clause 2.2(b); and
- (c) the Recipient having not abandoned the Project.

For the purposes of this Deed including without limitation this clause 2.2 and clause 3.10, the Recipient will have abandoned the Project if there has been a cessation of works for any reason for a continuous period of 6 months (or such longer period as the Treasurer may agree to in writing).

#### **2.3 Funding to be used for Project only**

The Recipient must use the Funding Amount for the purposes of the Project, and must not use the Funding Amount for any other purpose.

#### **2.4 Use it or lose it**

- (a) The Treasurer is not obliged to pay any further Progress Payments or Milestone Payments if:
  - (i) at any time, the Progress Payments earned by the Recipient are less than 50% of the Progress Payments which the Recipient was expected to have earned at that time; or
  - (ii) a Milestone is not achieved by the relevant Milestone Sunset Date.
- (b) The Treasurer may, at his discretion, agree to continue paying Progress Payments or Milestone Payments (as applicable) even if clause 2.4(a) applies.

## 2.5 Progress Payments

- (a) Subject to clause 2.5(b), if the Funding Amount is payable by way of Progress Payments, the amount of each Progress Payment will be:
  - (i) the value of the works completed; less
  - (ii) the Progress Payments already paid to the Recipient.
- (b) The Progress Payments can never exceed the Funding Amount.

## 2.6 Payment claims

- (a) The Recipient must give the Treasurer and the Treasurer's Representative a claim for payment:
  - (i) if the Funding Amount is payable by way of Progress Payments:
    - A. within 7 days after the end of each month; and
    - B. which includes the evidence reasonably required by the Treasurer of the Project costs incurred by the Recipient;
  - (ii) if the Funding Amount is payable by way of Milestone Payments, upon completion of each Milestone; and
  - (iii) in the format the Treasurer reasonably requires.
- (b) Within 30 days of receiving a payment claim under clause 2.6(a), the Treasurer must pay the amount claimed (or such lesser amount as the Treasurer determines is then payable).

## 2.7 GST

- (a) In this clause 2.7:
  - (i) except where the context suggests otherwise, words and phrases used in this clause 2.7 that are defined in the GST Act have the same meaning as in that Act;
  - (ii) unless otherwise expressly stated, all consideration to be provided under any other provision of this Deed is exclusive of GST; and
  - (iii) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 2.7.
- (b) Any payment or reimbursement required to be made under this Deed that is calculated by reference to an amount paid or incurred will be limited to the total amount less any input tax credit to which an entity is entitled for an acquisition to which the amount relates.
- (c) If GST is payable in relation to a supply made under or in connection with this Agreement, then the party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST (**GST Amount**) at the same time as

any other consideration is to be first provided for that supply, or if later, within 7 days of the Supplier providing a valid tax invoice to the Recipient.

- (d) If the GST Amount recovered by the Supplier from the Recipient under paragraph (c) for a supply differs for any reason from the amount of GST paid or payable by the Supplier on that supply, then the Recipient must pay to the Supplier on demand (or the Supplier credit the Recipient with) the amount of that difference. If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note within 7 days after the date of the adjustment event.
- (e) In this clause 2.7:
  - (i) **GST** includes amounts defined as "GST" under the GST law and:
    - A. amounts payable on account of a notional liability under Division 177 of the GST Act; and
    - B. "GST equivalents" payments under the Intergovernmental Agreement Implementation (GST) Act 2000 (NSW) (or similar payments under corresponding legislation of any other State or Territory).
  - (ii) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
  - (iii) **GST law** has the same meaning as in the GST Act.

## **2.8 No rights to assets**

The Treasurer has no rights with respect to the assets purchased with the Funding Amount, other than those set out in this Deed.

## **2.9 No other funding or support**

The Treasurer has no obligation to provide the Recipient with:

- (a) subject to clause 2.2, any funding in addition to the Funding Amount; or
- (b) any other support or services of any kind.

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# **3. Recipient's Obligations**

## **3.1 Recipient's Representative**

- (a) The Recipient's Representative is responsible for managing the Recipient's obligations under this Deed and must:
  - (i) be available at all reasonable times for communications with the Treasurer or the Treasurer's Representative referred to in clause 3.2; and
  - (ii) be capable to act with the Recipient's full authority in matters relating to this Deed.
- (b) The Recipient must notify the Treasurer and the Treasurer's Representative immediately of any change to the Recipient's Representative.

### 3.2 Treasurer's representative

- (a) The Treasurer may, from time to time, nominate in writing a representative (**Treasurer's Representative**) to act on the Treasurer's behalf to validate the Recipient's reporting in accordance with the Recipient's Project Plans, and payment claims.
- (b) The Recipient must co-operate with the Treasurer's Representative.
- (c) The Treasurer's Representative has no authority to amend or waive the requirements of this Agreement.

### 3.3 Acknowledgement and publicity

- (a) The Recipient will use the Restart NSW logo in accordance with the Signage Guidelines (contained in Attachment 6) and any other government signage in accordance with any signage guidelines relating to that signage provided to the Recipient or, in the event that there are no relevant signage guidelines, in accordance with the reasonable directions of the Treasurer or the Treasurer's Representative.
- (b) The Recipient may acknowledge the receipt of Restart NSW funding in all publications and media releases in relation to the Project.
- (c) The Recipient must use its best endeavours to:
  - (i) give the Treasurer and the Treasurer's Representative reasonable prior notice of any public announcements, launches and events relating to the Project; and
  - (ii) allow a representative of the Treasurer, the Treasurer's Representative or the State of New South Wales to participate in such public announcements, launches and events.

### 3.4 Use of materials and documents

- (a) The Recipient grants to the Crown in right of the State of NSW including without limitation all Ministers, NSW Government agencies, statutory bodies representing the Crown and/or any other body that has the status, privileges and immunities of the Crown (the **Crown**) a licence to use any intellectual property rights subsisting in any material or documents provided to the Treasurer or the Treasurer's Representative by the Recipient, including the right for the Crown to publish such material or documents, with the exception of material that is Confidential.
- (b) The Treasurer may publish the terms of this Deed and any material or documents provided to the Treasurer or the Treasurer's Representative by the Recipient, with the exception of material that is Confidential.
- (c) For the purposes of this clause 3.4, "Confidential" means any information that discloses:
  - (i) the Recipient's financing arrangements;
  - (ii) the Recipient's cost structure or profit margins;
  - (iii) the Recipient's full base case financial model; or

- (iv) any matter the disclosure of which would place the Recipient at a substantial commercial disadvantage in relation to its competitors and/or suppliers, whether at present or in the future.

### **3.5 Reporting**

The Recipient must provide the following reports to Treasurer or, if directed, the Treasurer's Representative, at the frequency or time stated in the Agreement Particulars:

- (a) Progress Reports, which must include:
  - (i) the status of delivery against schedule;
  - (ii) any delay in the delivery of the Project;
  - (iii) details of the Project costs incurred to date;
  - (iv) Project risks/ issues;
  - (v) key achievements in the reporting period;
  - (vi) copies of published reports and materials in relation to the Project;
  - (vii) photographs documenting the progress of the Project; and
  - (viii) such other information reasonably requested by the Treasurer; and
- (b) a Final Report, outlining the achievements of the Project, including Project acquittal.

### **3.6 Access and audit rights**

- (a) The Treasurer reserves the right to audit the Recipient's compliance with this Deed.
- (b) Provided that reasonable prior notice is given to the Recipient, the Recipient must provide the Treasurer or the Treasurer's Representative with access to:
  - (i) all sites on which the Project is being conducted; and
  - (ii) all Project material or information reasonably requested by the Treasurer or the Treasurer's Representative.

### **3.7 Compliance with law and policies**

- (a) The Recipient must, in carrying out the Project, comply with, and ensure that any contractors engaged on the Project comply with, all applicable laws and obtain all necessary statutory approvals.
- (b) The Recipient must comply with, and ensure that any contractors engaged on the Project comply with, all applicable NSW Government Policies set out in the Agreement Particulars.

### **3.8 Changes to the Project**

- (a) The Recipient must immediately notify the Treasurer and the Treasurer's Representative if the Recipient proposes to make a significant change to the Project.

- (b) The Recipient acknowledges and agrees that the Treasurer is not obliged to pay any further Progress Payments or Milestone Payments if there has been a significant change to the Project which has not been approved by the Treasurer.

### **3.9 Project Plans**

- (a) The Recipient must use its best endeavours to deliver the Project in accordance with the project plans referred to in the Agreement Details as Attachments (**Project Plans**).
- (b) The Recipient must update the Project Plans:
  - (i) whenever necessary to address a significant change to the Project; and
  - (ii) in any event, annually,unless the parties agree otherwise.
- (c) The Recipient's obligations under this clause 3.9 are material obligations for the purposes of clause 5.2.

### **3.10 No abandonment**

The Recipient must not abandon the Project without first providing the Treasurer and the Treasurer's representative with one month's notice of its intention to do so.

### **3.11 Project not to be brought into disrepute**

The Recipient must not act in a way that may bring the Project into disrepute.

### **3.12 Other Recipient obligations**

The Recipient must comply with any other obligations for the Recipient set out in the Agreement Particulars.

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## **4. Risk**

### **4.1 Insurance**

The Recipient must effect and maintain any insurances that are set out in the Agreement Particulars and if requested, the Recipient must produce satisfactory evidence to the Treasurer and the Treasurer's Representative that these insurance policies have been effected and maintained.

### **4.2 Third party claims**

- (a) The Recipient indemnifies the Treasurer against liability to or claims by any third party arising out of or in connection with the Project or this Deed.
- (b) The Recipient's responsibility to indemnify the Treasurer under clause 4.2(a) is reduced to the extent that an act or omission of the Treasurer has caused or contributed to the liability.

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## **5. Termination**

### **5.1 Rectification of a breach by the Recipient**

If the Recipient is in breach of any of its obligations under this Deed, or is otherwise not undertaking or is unable to carry out the Project, then the Treasurer may:

- (a) request a rectification plan from the Recipient;
- (b) reject or approve the rectification plan; and
- (c) suspend any further Progress Payments and Milestone Payments until the breach has been rectified.

### **5.2 Termination for breach**

- (a) The Treasurer may immediately terminate this Deed if:
  - (i) the Recipient fails to remedy any material breach of this Deed within a reasonable period after receiving notice from the Treasurer directing it to do so;
  - (ii) the Recipient fails to prevent the recurrence of a breach of any obligation which it has breached on 2 or more previous occasions, after receiving notice from the Treasurer directing it to do so;
  - (iii) the Treasurer is the victim of any fraud or dishonest conduct by the Recipient in connection with this Deed or the Project; or
  - (iv) an Insolvency Event occurs in respect of the Recipient.
- (b) Subject to clause 5.2(c), if this Deed is terminated in accordance with clause 5.2(a), the Recipient is not obliged to repay any Progress Payments or Milestone Payments which were paid to the Recipient prior to termination.
- (c) If the Deed is terminated due to clause 5.2(a)(iii), then the Recipient must repay to the Treasurer all Progress Payments or Milestone Payments paid to the Recipient prior to termination.
- (d) For the purposes of this clause 5.2, Insolvency Event means:
  - (i) a controller (as defined in section 9 of the Corporations Act), administrator or similar officer is appointed in respect of the Recipient or any asset of the Recipient;
  - (ii) a liquidator or provisional liquidator is appointed in respect of the Recipient;
  - (iii) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
    - A. appointing a person referred to in paragraph (i) or (ii) of this clause 5.2(d);
    - B. winding up or deregistering the Recipient; or

- C. proposing or implementing a scheme of arrangement, other than with the prior approval of the Facility Agent under a solvent scheme of arrangement pursuant to Part 5.1 of the Corporations Act;
- (iv) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
  - A. a moratorium of any debts of the Recipient;
  - B. any other assignment, composition or arrangement (formal or informal) with the Recipient's creditors; or
  - C. any similar proceeding or arrangement by which the assets of the Recipient are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this paragraph (iv) is ordered, declared or agreed to;
- (v) as a result of the operation of section 459F(1) of the Corporations Act, the Recipient is taken to have failed to comply with a statutory demand (as defined in the Corporations Act);
- (vi) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of the Recipient;
- (vii) anything analogous to anything referred to in paragraphs (i) to (vi) inclusive of this clause 5.2(d), or which has a substantially similar effect, occurs with respect to the Recipient under any law; or
- (viii) the Recipient is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

### 5.3 Expiry

Unless terminated earlier, this Deed will expire 20 Business Days after the date on which the Recipient submits the Final Report in accordance with clause 3.5(b).

### 5.4 Survival

Clauses 3.3, 3.6, 5.2(c), 6 and 7 of this Deed, and any other clause which by its nature should survive termination or expiry of this Deed, survive the termination or expiry of this Deed on any basis.

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## 6. Dispute resolution

- (a) If a dispute or difference (called collectively a "dispute" in this clause 6) arises between the Treasurer and the Recipient, both parties agree to deal with the dispute in the following way:

- (i) the party who claims that a dispute exists will give the other party a notice setting out the nature of the dispute; and
  - (ii) the parties will then try to resolve the dispute by negotiation, within 10 Business Days from when the notice is given, and for that purpose may authorise persons to act for them.
- (b) If the dispute is not resolved within 10 Business Days from when the notice is given, a party may commence legal proceedings in relation to the dispute.
- (c) A party does not need to follow the dispute resolution procedures set out in clause 6(a) or (b) if they are seeking urgent interlocutory relief from a court.

## **7. Other legal matters**

### **7.1 Interpretation**

In this Deed, unless the context indicates a contrary intention:

- (a) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (b) where there occurs a reference to the doing of anything by the Treasurer including giving any notice, consent, direction or waiver, this may be done by any duly authorised officer of the Treasurer;
- (c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) "includes" in any form is not a word of limitation;
- (f) a reference to "\$" is to Australian currency;
- (g) a reference to "Business Day" is, in relation to the doing of any action in a place, any day other than a Saturday, Sunday or a public holiday in that place; and
- (h) no rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Deed or any part of it.

### **7.2 Notices**

- (a) All notices in relation to this Deed must be in writing and must be signed by the party's representative.
- (b) A notice will be taken to be received:
  - (i) if it is delivered in person - when it is delivered to the relevant party's address specified in the Agreement Particulars or such other address as is notified by that party from time to time;

- (ii) if it is sent by mail - 3 Business Days after the day it was posted to the relevant party's address specified in the Agreement Particulars or such other address as is notified by that party from time to time; and
- (iii) if it is sent by fax - at the time shown on the transmission report confirming that the entire fax was sent to the relevant party's fax number specified in the Agreement Particulars or such other fax number as is notified by that party from time to time.

However, if a notice is received after 5pm or on a day that is not a Business Day, it will be taken to be received at 9am on the next Business Day.

### **7.3 Entire agreement**

To the extent permitted by law, this Deed sets out the entire understanding between the parties, includes all of the terms agreed between the parties, and supersedes any prior agreement between the parties.

### **7.4 Governing law**

This Deed is governed by the law of New South Wales.

### **7.5 Jurisdiction**

Each party irrevocably:

- (a) submits to the exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and
- (b) waives any objection it may now or in the future have to proceedings being brought in those courts for any reason.

### **7.6 No assignment**

The Recipient must not assign or otherwise transfer its rights or obligations under this Deed without the Treasurer's prior written consent which may be given or withheld in the Treasurer's absolute discretion and if given may be given subject to conditions.

### **7.7 No agency or partnership**

- (a) This Deed does not constitute a relationship of partners, employer and employee or principal and agent.
- (b) The Recipient must not, and must procure that its contractor does not, represent itself as being a partner, employee or agent of the Treasurer, the State of New South Wales including without limitation any other NSW Government agencies, statutory body representing the Crown and/or any other body that has the status, privileges and immunities of the Crown.

### **7.8 No waiver**

- (a) If the Treasurer delays, partially exercises, or chooses not to exercise any right under this Deed or law, the Treasurer is not prevented from exercising that or any other right in the future.

- (b) No waiver of a breach of this Deed operates as a waiver of another breach of this Deed.
- (c) A waiver or consent given by the Treasurer under the Agreement is only effective and binding if it is given or confirmed in writing.

**7.9 Variation of this Deed**

This Deed may only be varied in writing, signed by both parties.

**7.10 Severability**

If any part of this Deed is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Deed but without affecting the continued operation of the remainder of the Deed.

**7.11 Counterparts**

This Deed may be executed by counterparts by the respective parties, which together will constitute one agreement.

**Attachment Schedules**

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**Refer: Agreement Particulars**

Individual Schedules 1- 6 to be filled out by the recipient for each project

**ITEM-5            CANADA BAY LOCAL TRAFFIC COMMITTEE  
MINUTES - 15 NOVEMBER 2018**

**Department    City Services and Assets**

**Author Initials: BM**

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**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

EGA 3.3.1.    Deliver Traffic and Parking infrastructure that supports the use of active and public transport and safe use of roads.

**REPORT**

This report contains the minutes for the Canada Bay Local Traffic Committee meeting held on 15 November 2018 for Council's resolution.

**RECOMMENDATION**

THAT the minutes and recommendations of the Canada Bay Local Traffic Committee meeting of 15 November 2018, as mentioned above, be adopted.

**Attachments:**

1. Minutes of the Canada Bay Local Traffic Committee Meeting – 15 November 2018



## TRAFFIC COMMITTEE

Held in the Council Chambers  
Canada Bay Civic Centre  
1a Marlborough Street, Drummoyne  
on Thursday, 15 November 2018, commencing at 9.14am

## MINUTES

### Committee Members:

Cr M Megna	Chair
Sergeant T Crowther	NSW Police
Kathryn Hawkins	Roads & Maritime Services
Mr J Biniaries	Representing Local Member of Parliament

### Advisory Members:

Mrs K Loveridge	CCB Council
Mr G El Kazzi	CCB Council
Mr B MacGillicuddy	CCB Council
Ms M Carpenter	CCB Council
Mrs L Stathakis	CCB Council
Mr L Huang	CCB Council
Mr A Nagodavithane	State Transit Authority, Sydney Buses
TBA	Access Committee
Mr G Purves	Bay Bug – Canada Bay Bicycle Users Group

Minute Taker: Ms S Maharaj CCB Council

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#### **APOLOGIES**

Nil

#### **DECLARATIONS OF PECUNIARY INTEREST**

Nil

#### **CONFIRMATION OF MINUTES**

Traffic Committee Meeting – 18 October 2018

#### **COMMITTEE RECOMMENDATION**

THAT the minutes of the Traffic Committee Meeting of 18 October 2018 be confirmed.

#### **ITEM-1            RUSSELL LEA - TRAFFIC AND PARKING CHANGES**

##### **REPORT**

A proposal for various changes to the traffic and parking arrangements around Russell Lea Public School was received in 2017 in association with a Development Application (DA) for the complete reconstruction of the school and an increase in student numbers from 185 to 600.

The proposal was refined by Council staff and consultation undertaken with surrounding residents in August 2017. Of the approximately 140 residences letterbox dropped, 11 responses were received regarding various matters. Based upon feedback received, the proposal was further refined.

Due to the timing constraints, it was not viable to obtain Traffic Committee/Council approval prior to the approval of the DA however preliminary support was received from the Traffic Committee members in September 2017. Subject to required approvals, the implementation of the traffic and parking changes are to be undertaken by the Department of Education at their cost.

As detailed in the attached plan, due to their narrow widths in conjunction with parking demand, it is proposed that Lithgow Street be changed to one-way northbound between Whittall Street and Potter Street, along with changing Whittall Street to one-way eastbound between Speed Avenue and Lithgow Street.

It was initially proposed that Whittall Street between McCulloch Street and Speed Avenue also be changed to one-way eastbound however concerns were raised by the residents residing at the southern end of McCulloch Street regarding the distance of the resulting detour. In consideration of this and the likely relatively low traffic volumes and parking demand outside of peak school times, the proposal has been revised for it to remain two-way.

To prevent potential conflict between vehicles travelling in opposing directions during peak times it is proposed that 'No Left Turn 8am-9:30am, 2:30pm-4pm School Days' restrictions be installed in Speed Avenue at Whittall Street. This effectively makes Whittall Street between McCulloch Street and Speed Avenue one-way during those times. Should issues arise, further consideration can be given to one-way restrictions in this section of Whittall Street in the future.

With regard to parking arrangements, the existing pick-up/drop-off area is removed from Lithgow Street and a new expanded pick-up/drop-off area is provided in Whittall Street through the installation of 'No Parking 8am-9:30am, 2:30pm-4pm School Days' restrictions to match up with the new main school entrance.

The Department of Education initially also proposed the installation of the 'No Parking' restrictions along the McCulloch Street frontage of the school however community feedback received indicated a preference to short term parking. This appears a more practical arrangement and as a result it is proposed to install '1/4P 8am-9:30am, 2:30pm-4pm School Days' restrictions in the subject location.

The proposal also includes the construction of a pedestrian crossing and associated kerb extension in Whittall Street immediately east of Speed Avenue. Given observations undertaken on-site, the location of the school entrance and the catchment area of the school to the south, this appears to be a natural pedestrian desire line. It also assists in reinforcing the one-way arrangement.

During the process of reviewing arrangements in the area, concerns have been raised by residents regarding drivers disobeying the existing one-way restrictions and entering McCulloch Street from Barnstaple Road. As a result, it is proposed that Council construct new traffic islands at the intersection in conjunction with additional linemarking to reinforce the one-way restrictions.

Noting the time that has elapsed since consultation was undertaken with residents in August 2017 and the subsequent refinement of plans, a further notification was distributed to residents in late October 2018. Feedback has been received from three properties with driveways located on Whittall Street opposite the indented parking area.

The feedback is summarised as follows:

- Due to the angle of the garages with respect to the roadway, the one-way restrictions will make it more difficult to access the properties.

- One-way restrictions will result in more circuitous routes to/from properties particularly if they don't want to leave the area via the intersection of Brent Street and Whittall Street.
- The section of Whittall Street between Speed Avenue and Lithgow Street should remain two-way outside of peak times similar to the proposal for the western end of Whittall Street.
- Safety issues when vehicles are reversing out of garages at the same time as cars and buses are pulling in/out of the indented parking area.
- Residents should be able to park on the south side of Whittall Street including during pick-up/drop-off times.

It is noted that at present vehicles may legally park along the north side of Whittall Street which would increase the difficulty of accessing driveways on the south side of the road. This along with the angled nature of driveways on the south side of the road has already been considered during the design process and as a result an indented parking area is proposed on the north side of the road.

The available vehicle manoeuvring area is hence greater than may currently be available and provides sufficient room for drivers to reverse into their properties and exit in a forward direction with improved sight lines should they so choose. The indented parking area is sufficient to accommodate buses however at this stage there is no dedicated bus service. It is likely to be used by buses for occasional school excursion type activities.

It does not appear feasible to create an arrangement that would facilitate maintaining Whittall Street between Speed Avenue and Lithgow Street as two-way outside of peak times. Due to the alignment of Whittall Street at Lithgow Street, such a restriction would be difficult to effectively convey to drivers and is unlikely to be generally self-enforcing which would result in safety issues. It would also result in less on-street parking due to the required changes to the configuration of the proposed pedestrian crossing.

Whilst there is sufficient road width to maintain parking in some locations along the south side of Whittall Street opposite the indented parking area, it could not be restricted exclusively for residents. Were the general public to utilise this parking during pick-up/drop-off times it is likely to result in safety issues with children crossing the roadway. It is noted that 'No Stopping 8am-9:30am, 2:30pm-4pm School Days' restrictions already apply on the south side of Whittall Street.

#### **STAFF RECOMMENDATION**

1. THAT the proposed changes to traffic and parking arrangements be approved as outlined in the attached plan and be implemented by the Department of Education at their cost including:
  - Lithgow Street changed to one-way northbound between Whittall Street and Potter Street.

- Whittall Street changed to one-way eastbound between Speed Avenue and Lithgow Street.
  - 'No Left Turn 8am-9:30am, 2:30pm-4pm School Days' restrictions in Speed Avenue at its intersection with Whittall Street.
  - Various parking restrictions.
2. THAT new traffic islands and linemarking be installed by Council in McCulloch Street at its intersection with Barnstaple Road as outlined in the attached plan.

## DISCUSSION

Council officers advised that since the preparation of the report, feedback has been received from an additional two residences which was summarised and responded to as follows.

Based on the feedback received it is apparent that the purpose of the indented parking bay may not have been clear to all residents with a number requesting it be moved west to between McCulloch Street and Whittall Street. It has been clarified with these residents that as outlined in the report the indented parking is actually specifically intended to assist the properties with driveways opposite by providing additional manoeuvring area.

It should be noted that pick-up/drop-off is already also intended to be undertaken on the north side of Whittall Street between McCulloch Street and Speed Avenue. An indented parking area is however not required in this location due to the limited number of driveways opposite and their angled nature in the direction of the one-way traffic flow which would occur during peak periods.

Following the preparation of this report an additional piece of feedback has been received raising concern about the location of the pedestrian crossing due to the proximity of the Speed Avenue intersection to the west of it and the driveway to a residential property to the east of it. In particular drivers exiting Speed Avenue may not look to the right before commencing their turn into McCulloch Street due to the one-way traffic flow. It was requested that consideration be given to relocating the pedestrian crossing to the west of Speed Avenue.

In that regard it is noted that the currently proposed location is approximately midway between Speed Avenue and the residential driveway to maximise the separation from them within site constraints. It also features road narrowing to naturally encourage reduced vehicle speeds and highlight the presence of pedestrians on and around the roadway.

Due to maintaining Whittall Street as two-way between McCulloch Street and Speed Avenue outside of peak periods, were the pedestrian crossing to be located to this section of roadway, it would result in a significant reduction of parking due to the required changes in its configuration.

It may also present safety issues as pedestrians would become familiar with only looking in one direction during peak periods and may not exercise appropriate caution at other times when there is two-way traffic flow

A resident also requested consideration be given to changing the existing 'Give Way' restriction in Potter Street at McCulloch Street to 'Stop' as a measure to reduce vehicle speeds as they negotiate the intersection thereby enhancing safety in the area. It is noted that it is currently a reasonably typical intersection with no recorded serious crash history within the most recently available five year period of data. As requested by some residents, should the proposed measures be approved and implemented, follow up traffic counts and observations will be undertaken around the school to determine if and what further action may be required.

It was also requested that consideration be given to incorporating pedestrian facilities into the traffic islands that are proposed to be installed to reinforce the one-way restrictions. In that regard it is noted that there is only a footpath on one side of both Lithgow Street and Whittall Street and accordingly it would not link to anywhere and may encourage pedestrians to walk down the side of the road with multiple driveways.

The RMS representative confirmed that they have issued formal concurrence for the proposed traffic access restrictions as is required under the relevant delegations prior to Council approving the changes.

#### **COMMITTEE RECOMMENDATION**

1. That following the implementation of the changes, observations and traffic counts be undertaken to determine if and what further works may be required including consideration to changing the 'Give Way' restrictions in Potter Street at McCulloch Street to 'Stop':
  - Lithgow Street changed to one-way northbound between Whittall Street and Potter Street.
  - Whittall Street changed to one-way eastbound between Speed Avenue and Lithgow Street.
  - 'No Left Turn 8am-9:30am, 2:30pm-4pm School Days' restrictions in Speed Avenue at its intersection with Whittall Street.
  - Various parking restrictions.
2. THAT new traffic islands and linemarking be installed by Council in McCulloch Street at its intersection with Barnstaple Road as outlined in the attached plan.
3. That following the implementation of the changes, observations and traffic counts be undertaken to determine if and what further works may be required including consideration to changing the 'Give Way' restrictions in Potter Street at McCulloch Street to 'Stop'.

**ITEM-2        SIBBICK STREET, ABBOTSFORD - INSTALLATION OF  
MOBILITY PERSONS PARKING SPACE (MIPPS).DOCX**

**REPORT**

Council has received a request from the Abbotsford Anglican Church for the installation of a Mobility Impaired Person Parking Space (MIPPS) on the east side of Sibbick Street, Abbotsford, between Byrne Avenue and Bay Road.

There is no off-street parking available for parishioners of Abbotsford Anglican Church who are instead reliant on surrounding on-street parking. Parking in the area is unrestricted and at times it is difficult to find vacant parking near the church due to residents parking in the area and those visiting the sporting fields opposite to the church.

Noting this but also that demand for a MIPPS primarily only arises during services on a Sunday, it is proposed that a MIPPS be installed applying 'Sunday 9am-12.30pm' as detailed in the attached plan.

A similar arrangement for another church is currently operating successfully in Swan Avenue, North Strathfield, following consideration by Traffic Committee and approval by Council at its meeting on 10 July 2018.

**STAFF RECOMMENDATION**

THAT a MIPPS be installed on the east side of Sibbick Street between Byrne Avenue and Bay Road as detailed in the locality plan.

**DISCUSSION**

Item is in order.

**COMMITTEE RECOMMENDATION**

THAT a MIPPS be installed on the east side of Sibbick Street between Byrne Avenue and Bay Road as detailed in the locality plan.

**ITEM-3        RHODES PARK CARPARK - MIPPS**

**REPORT**

Council is currently in the process of creating a new 'Five Senses Garden' in Rhodes Park which is designed to be accessible for all ages and abilities. In conjunction with this a review of the Mobility Impaired Persons Parking Space (MIPPS) provisions within the adjoining carpark has been undertaken.

There is currently only one MIPPS provided in the carpark and it does not comply with current standards and does not have a direct connection to the footpaths in the park. As a result and to accommodate anticipated demand, it is proposed that two new MIPPS be provided including the required shared area as detailed in the attached plan. This will require the removal of one of the currently two 'No Parking, Authorised Vehicles Only' spaces.

The existing non-compliant MIPPS is proposed to be removed and replaced with two standard parking spaces. As a result, there is no net loss of parking spaces within the carpark.

This proposal has received support from the key stakeholders including the Kokoda Board, Concord Senior Citizens, and Concord West Rhodes Preschool.

#### **STAFF RECOMMENDATION**

1. THAT two new MIPPS be installed as detailed in the attached plan.
2. THAT the existing non-compliant MIPPS be removed and replaced with two standard parking spaces as detailed in the attached plan.

#### **DISCUSSION**

Item is in order.

#### **COMMITTEE RECOMMENDATION**

1. THAT two new MIPPS be installed as detailed in the attached plan.
2. THAT the existing non-compliant MIPPS be removed and replaced with two standard parking spaces as detailed in the attached plan.

#### **ITEM-4 STUART STREET, CONCORD WEST - WORK ZONE.DOCX**

#### **REPORT**

Council has received an application for a 'Works Zone' in Stuart Street, Concord West on the side boundary of 231 Queen Street to facilitate the construction of a multi dwelling complex.

Due to the timing of the application, at the time of writing consultation was currently being undertaken with the Police and the Roads and Maritime Services.

Should no objections be received, arrangement will be made for the installation of the Works Zone.

The 'Works Zone' is 20m long, operating '7am-5pm Mon-Sat' with an initial operating period of 6 months, however it is likely to be required for longer.

#### **STAFF RECOMMENDATION**

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Stuart Street on the side boundary of 231 Queen Street be approved.

#### **DISCUSSION**

It was confirmed by RMS and Officers that, as per previous discussion, due the 'Works Zone' being opposite to a school and the associate pedestrian movements in the area the footpath should generally not be obstructed during pick-up and drop-off times.

#### **COMMITTEE RECOMMENDATION**

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Stuart Street on the side boundary of 231 Queen Street be approved.

### **ITEM-5          REMOVAL OF MOBILITY PERSONS PARKING SPACE (MIPPS)**

#### **REPORT**

Council conducts regular reviews of on-street Mobility Impaired Persons Parking Spaces (MIPPS) to determine whether they are still required. Due to the high demand for on-street parking in many areas, it is important to ensure parking restrictions are appropriate.

The majority of these spaces have been installed as a result of requests from individual residents with limited mobility, who for one reason or another cannot park within their property.

Council has recently written to residents who have a MIPPS in front of their properties, asking if they still need the space whilst others have communicated with Council that they no longer require the space.

The resident of 12 Thompson Street, Drummoyne has advised that the space is no longer required.

Following representations from the broader community and on-site observations, Council has attempted to contact residents at the following properties to check if they still required the space and no responses were received:

- 45 Fairlight Street, Five Dock
- 130A Concord Road, North Strathfield (signage on Shipley Avenue street frontage)

It is therefore proposed to remove the MIPPS at these locations.

#### **STAFF RECOMMENDATION**

THAT the MIPPS in front of 12 Thompson Street, Drummoyne, 45 Fairlight Street, Five Dock and 130A Concord Road, North Strathfield (signage on Shipley Avenue street frontage) be removed.

#### **DISCUSSION**

Item is in order.

#### **COMMITTEE RECOMMENDATION**

THAT the MIPPS in front of 12 Thompson Street, Drummoyne, 45 Fairlight Street, Five Dock and 130A Concord Road, North Strathfield (signage on Shipley Avenue street frontage) be removed.

#### **ITEM-6            WATerview STREET, FIVE DOCK - RELOCATION OF CAR SHARE SPACE.DOCX**

#### **REPORT**

As part of the Five Dock Town Centre Revitalisation project, Council is reviewing the parking restriction arrangement in First Avenue, Five Dock.

At present, there is a 'Bus Zone' that occupies the southern side of First Avenue near its intersection with Great North Road which then adjoins an existing permanent Car Share space. As a result of the Town Centre Revitalisation project, the 'Bus Zone' will need to be shifted east to accommodate a kerb extension which in turn requires the relocation of the Car Share space.

As a result of this shifting, it is proposed to relocate the Car Share space to the east side of Waterview Street as depicted in the attached diagram. At the time of writing, consultation was being undertaken with the residents and no objections have been received as of yet.

#### **STAFF RECOMMENDATION**

THAT the Car Share space in First Avenue be relocated to Waterview Street as indicated in the attached plan.

#### **DISCUSSION**

Council officers advised that they receive only one objection regarding the impact on parking in the area. No objection was received from the directly adjoining residents.

Item is in order.

#### **COMMITTEE RECOMMENDATION**

THAT the Car Share space in First Avenue be relocated to Waterview Street as indicated in the attached plan.

#### **ITEM-7           GEORGE STREET, NORTH STRATHFIELD - KEEP CLEAR**

#### **REPORT**

Council has been requested to consider the installation of 'Keep Clear' linemarking at the intersection of George Street and George Lane, North Strathfield.

This intersection provides access to a large parking area and is located just north of the signalised intersection of George Street and Parramatta Road. During on-site investigations, it was noted that even outside of peak periods there is a tendency for vehicles to queue across the intersection with George Lane. This creates a delay for vehicles coming from Parramatta Road wishing to turn right into George Lane.

As a result, it is proposed to install 'Keep Clear' linemarking on the southbound lanes at the intersection of George Street and George Lane as detailed in the attached plan.

#### **STAFF RECOMMENDATION**

THAT 'Keep Clear' linemarking be installed at the intersection of George Street and George Lane as per the attached plan.

## **DISCUSSION**

Item is in order.

## **COMMITTEE RECOMMENDATION**

THAT 'Keep Clear' linemarking be installed at the intersection of George Street and George Lane as per the attached plan.

## **ITEM-8 FLAVELLE STREET & PATTERSON STREET, CONCORD - INSTALLATION OF LINEMARKING**

### **REPORT**

Council has been requested to review the sightlines for drivers at the four-way intersection at Flavelle Street and Patterson Street, Concord.

Currently, vehicles approaching from the north and south along Flavelle Street have right of way, whilst cars approaching from the east and west have to 'Stop' at the intersection before continuing. Due to a high volume of vehicles using Flavelle Street to traverse the area, drivers exiting Patterson Street are experiencing difficulty selecting an appropriate gap in traffic to safely negotiate the intersection. This, in conjunction with a history of serious crashes occurring at this intersection, has prompted further investigations into potential improvements to enhance safety at the intersection.

During investigations it was noted that the existing traffic islands in Flavelle Street to the south of Patterson Street are approximately 8m from the intersection and hence may encourage drivers to park within the statutory 10m 'No Stopping' zones that apply.

As a result, it is proposed to install linemarking to prohibit parking at the locations detailed in the attached plan. This proposal would reinforce the statutory 10m 'No Stopping' zone that applies on the east side of Flavelle Street along with prohibiting parking within approximately 14m of the intersection on the west side of Flavelle Street not including the driveway. This will allow clearer sightlines for drivers who have stopped at the intersection of Patterson Street, thereby enhancing safety.

Consultation has been undertaken with the surrounding properties with the proposal receiving no objections. One written response requested consideration is given to the installation of additional traffic calming devices such as speed humps or a Speed Radar Display on Flavelle Street. Due to the very close proximity of an existing raised threshold just north of the intersection and as confirmed during on-site observations, current vehicle speeds through the intersection appear within an acceptable range.

Two verbal enquiries discussed an alternative to the proposed line marking, that being a roundabout to further slow vehicles down approaching the four-way intersection. Whilst not identified during the observed periods as being warranted, as the intersection is part of Councils bike route, further investigations will be undertaken as part of Councils new Bike Plan which is to be prepared later this financial year.

#### **STAFF RECOMMENDATION**

THAT linemarking be installed to prohibit parking on Flavelle Street at its intersection with Patterson Street as detailed in the attached plan.

#### **DISCUSSION**

Item is in order.

#### **COMMITTEE RECOMMENDATION**

THAT linemarking be installed to prohibit parking on Flavelle Street at its intersection with Patterson Street as detailed in the attached plan.

### **ITEM-9            TRANMERE STREET, DRUMMOYNE - MEDIAN ISLAND MODIFICATION.DOCX**

#### **REPORT**

Council has received correspondence requesting consideration be given to changing the arrangement of median islands in Tranmere Street, Drummoyne at its intersection with Day Street.

At present, there are two concrete islands located on Tranmere Street on either side of the intersection. It has been reported that due to the construction of such islands, there have been instances where larger vehicles have become stuck whilst executing a turning manoeuvre and cannot move due to the axle of these vehicles being caught on these islands. For this reason and the inability to install signage such as 'Keep Left', very narrow islands such as these are typically no longer constructed.

To better allow for larger vehicle turning manoeuvres whilst still separating opposing directions of traffic, it is proposed to replace the concrete islands with two strips of concrete rumble bars as depicted on the attachment. This treatment has previously been successfully implemented in Gipps Street at its intersection with Budd Street.

At the time of writing, consultation was being undertaken with the residents of Tranmere Street in relation to this proposal. The feedback received to date is summarised and responded to as follows:

- Potential increased vehicle speeds around the corner and noise of vehicle mounting rumble bars – Given the vehicle travel lane widths will remain constrained and the assertive design of the rumble bars, it is unlikely that vehicle speeds will increase and unlikely drivers will deliberately cross the rumble bars unless required for turning manoeuvres.
- Installation of roundabout – Does not appear to be warranted noting moderate traffic volumes and absence of serious crash history. Due to site constraints it would also not be feasible without significantly impacting on Brett Park and the availability of parking.
- Remove Parking on west side of Tranmere Street – This would improve vehicle turning manoeuvres however is unlikely to be supported by residents due to the high demand for parking in the area.
- Installation of pedestrian facilities such as a pedestrian crossing – Observations indicate that minimum warrants for a pedestrian crossing are not met. Pram ramps and 'No Stopping' restrictions are already installed to assist people crossing Tranmere Street which appears appropriate given moderate traffic volumes and low volumes of pedestrians.

#### **STAFF RECOMMENDATION**

THAT the existing concrete islands in Tranmere Street at Day Street be replaced with concrete rumble bars as detailed in the attached plan.

#### **DISCUSSION**

The Bay Bug Representative stated that he had no objections to the installation of concrete islands integrating rumble bars to the north of Day Street but had concerns for the one proposed on the bend to the south of Day Street and the potential for cyclists to inadvertently impact them.

Council Officers advised that the removal of the existing island south of the intersection and replacement of it with rumble bars was not critical with regard to turning manoeuvres. In light of feedback, it is proposed to proceed with the installation of rumble bars to the north of Day Street only.

#### **COMMITTEE RECOMMENDATION**

THAT the existing concrete island in Tranmere Street to the north of Day Street be replaced with concrete rumble bars.

**ITEM-10            KENDALL STREET, CABARITA - INTERSECTION  
CONFIGURATION**

**REPORT**

Council has received correspondence raising concern about the adequacy of available sight distances for drivers turning onto Cabarita Road from Kendall Street, Cabarita.

Observations have been undertaken on a number of occasions and vehicles were observed to be legally parked with regard to the signposted 'No Stopping' restrictions in Cabarita Road to the south of the intersection and the statutory 10m 'No Stopping' restrictions that apply to the north of the intersection.

Whilst Kendall Street generally intersects with Cabarita Road at an angle, existing traffic islands are designed to encourage drivers to turn their vehicles such that they place their vehicle at a right angle to Cabarita Road when waiting at the 'Give Way' line. By doing so, available sight lines are consistent with those found at a typical 'T' intersection.

Based on observations and concerns raised, it is apparent that some drivers are not positioning their vehicles in a manner that maximise available sight lines. As a result, it is proposed that the 'Give Way' line is moved forward and other additional linemarking is installed to assist drivers as detailed in the attached image.

**STAFF RECOMMENDATION**

THAT the 'Give Way' line is moved forward and other additional linemarking is installed as detailed in the attached image.

**DISCUSSION**

Item is in order.

**COMMITTEE RECOMMENDATION**

THAT the 'Give Way' line is moved forward and other additional linemarking is installed as detailed in the attached image.

**ITEM-11 SHORELINE DRIVE, RHODES - ROAD CLOSURE FOR LUNAR NEW YEAR**

**REPORT**

The Lunar New Year event is due to be held on Saturday 9 February 2019. The event is a yearly community event which typically features an open air cinema, fireworks display, food stalls and live performers.

The event will run between the hours of 5pm to 10pm, with bump in for the event to commence at 8:30am. Accordingly the event organisers have requested that from 8:30am to 11pm Shoreline Drive be closed between Gauthorpe Street and Mary Street.

There will be no event activities on the roadway. The proposed road closure is intended to reduce traffic congestion and create a greater separation between vehicles movements and pedestrian flows to/from the event.

**STAFF RECOMMENDATION**

THAT the Traffic Management Plan for Carols in the Park, including the temporary closure of Shoreline Drive between Gauthorpe Street and Mary Street from 8:30am to 11pm on Saturday 9 February 2019, be approved.

**DISCUSSION**

The RMS Representative requested for the TMP to be formally submitted to the RMS for review.

The Transit Systems Representative indicated that buses will not be affected by this road closure.

Council Officers clarified that the recommendation should read 'for Lunar New Year'.

**COMMITTEE RECOMMENDATION**

THAT the Traffic Management Plan for Lunar New Year, including the temporary closure of Shoreline Drive between Gauthorpe Street and Mary Street from 8:30am to 11pm on Saturday 9 February 2019, subject to RMS approval.

**ITEM-12      HALLIDAY PARK, FIVE DOCK - CAROLS IN THE PARK**

**REPORT**

The Carols in the Park event is due to be held on Monday 17 December 2018. The event is a yearly community event with Christmas carols and a community choir. The event will also have various food stalls in the park.

The Carols will run between the hours of 6pm to 10pm, with bump in for the event to commence at 10am. Accordingly the event organisers have requested that from 10am to 11pm McGrath Avenue be closed between Kerin Avenue and Hill Street, along with the cul-de-sac end section of Wymston Parade to the south of Hill Street.

There will be no event activities on the roadway. Proposed road closures are intended to reduce traffic congestion and create a greater separation between vehicles movements and pedestrian flows to/from the event.

**STAFF RECOMMENDATION**

THAT the Traffic Management Plan for Carols in the Park, including the temporary closure of McGrath Avenue between Kerin Avenue and Hill Street from 10am to 11pm on Monday, 17 December 2018, be approved.

**DISCUSSION**

The RMS Representative requested for the TMP to be formally submitted to the RMS for review.

Item is in order.

**COMMITTEE RECOMMENDATION**

THAT the Traffic Management Plan for Carols in the Park, including the temporary closure of McGrath Avenue between Kerin Avenue and Hill Street from 10am to 11pm on Monday, 17 December 2018, be approved.

**ITEM-13 CABARITA PARK, CABARITA - NEW YEARS EVE  
ROAD CLOSURE**

**REPORT**

Whilst there is no organised event in the Cabarita Park on New Year's Eve, large volumes of people typically visit the park and last year the Police raised concerns about safety issues that occurred during New Year's Eve 2016. In particular illegal parking issues and significant traffic volumes attempting to circulate through Cabarita Park resulted in potential issues for emergency services in getting access should incidents occur.

As a result, in 2017 Council organised traffic control to be undertaken from 4pm on New Year's Eve and ending 1am. As detailed in the attached Traffic Management Plan, sections of the Park were progressively closed as it filled up and it was ultimately closed completely at the roundabout just outside of the park.

The Traffic Management Plan will be updated in due course as required for 2018 and circulated to the RMS and Police for approval.

**STAFF RECOMMENDATION**

THAT traffic management measures be implemented on New Year's Eve at Cabarita Park subject to approval from RMS and Police.

**DISCUSSION**

Item is in order.

**COMMITTEE RECOMMENDATION**

THAT traffic management measures be implemented on New Year's Eve at Cabarita Park subject to approval from RMS and Police.

**GENERAL BUSINESS**

**Lyons Road Clearways**

The RMS Representative has forwarded correspondence to Council from a number of businesses who have requested various changes to parking restrictions in local streets adjoining Lyons Road for investigation.

## **ITEM-6 REDEVELOPMENT OF CONCORD OVAL**

**Department** City Services and Assets

**Author Initials:** KL

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### **EXECUTIVE SUMMARY**

Council previously signed a Memorandum of Understanding with West Tigers to progress funding opportunities for the future development of the Concord Oval precinct, and consider principles such as their long term tenure for new lease agreements.

With the redevelopment of Concord Oval now progressing, in conjunction with the allocation of over \$35M in State Government funding, it is necessary to review and resolve the process for direct negotiations with West Tigers moving forward.

### **STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.1.1. The Council governs efficiently and effectively on behalf of the Community.

### **REPORT**

At the Council meeting held 1 March 2016 Council considered a report on the “Draft Precinct Strategy – Concord Community and Recreation Precinct – vision for redevelopment of Concord Oval and resolved;

1. That Council endorse the Vision for Inner West Central with the following amendment to the first sentence:  
*Inner West Central will be a multi-use indoor and outdoor sport and community destination; ‘equally for males and females’, a one-stop-shop for elite sports players to fitness enthusiasts, for community groups to playing children.*
2. That Council continue with development of concept design for the Concord Oval Precinct so as to maximise for funding opportunities in the future.
3. That Council continue to work with State Government and other key stakeholders to realise the full potential of Concord Oval and the wider Concord Community and Recreation Precinct.
4. That Council write to community and recreation stakeholders that have participated to date, thanking them for their contribution.

Following that decision by Council all stakeholders were advised. Subsequently the West Tigers Rugby League football Club who are a key stakeholder based at Concord Oval contacted the General Manager seeking an extension to their existing lease with a view to entering a Memorandum of Understanding to work with Council on grant funding opportunities for the sites redevelopment.

At its meeting of April 5 2016 Council resolved:

1. THAT the concept design for the redevelopment of Concord Oval Precinct be the subject of a future report to Councillor Workshop
2. THAT subject to a suitable lease agreement being reached between the West Tigers and Council for the continued use of the facilities at Concord Oval, that the General Manager be authorised to enter into a Memorandum of Understanding with West Tigers to establish an agreement to maximise funding opportunities for the future development of the Concord Oval Precinct.

A Memorandum of Understanding (MOU) was subsequently signed by both parties in June 2016. A three-year lease for Wests Tigers at Concord Oval was approved by council and expires June 2019.

The MOU identifies that consideration will be given to the following key principles of a new lease agreement:

- Long term tenure (20 years)
- Community benefits provided by Wests Tigers in the establishment of a rental fee
- Ownership of naming rights for the shared use Centre of Excellence facility; and
- Full recovery of operational costs for exclusive use areas to be provided in the lease

### **Wests Tigers in the Canada Bay Community**

The West Tigers Rugby League Club have a significant history in this area, having called the City of Canada Bay 'home' since 2003, basing its administrative and training facilities at Concord Oval. In recent times the Club has undertaken significant governance reform and has developed a talented and exciting playing roster. The Club has outlined its vision for the coming years to develop a single club identity and a stronghold in the Inner West of Sydney.

Wests Tigers community strategy involves over 60 programs across the five key pillars of education, wellbeing, grassroots, varying abilities and Indigenous. As these programs continue to make a genuine difference in the lives of those in the City of Canada Bay, Inner West and broader Sydney, the Club is working to further develop and expand its programs and reach. In 2018, the Club directly engaged with more than 7,000 participants. By 2028, this engagement is forecast to reach nearly 20,000 participants.

Across its various community programs and initiatives, and its physical base in Concord, the Wests Tigers provide numerous economic, financial and social benefits to the City of Canada Bay and its diverse community including, but not limited to:

- Community Pride – The iconic development will create a sense of belonging and pride within the Inner West community
- Disadvantaged Groups – The development will provide a variety of targeted intervention programs for disadvantaged groups to be delivered by the Club as well as affordable access to sport and recreational facilities
- Social Cohesion – The integration of public spaces, sport and recreational facilities, a public café and commercial spaces provides opportunities for the community to come together, interact socially and contribute to social capital
- Education – A variety of high-profile educational programs will be delivered within the precinct by the Club providing a positive impact (direct and indirect) on educational outcomes in the Inner West
- Sport and Recreation – The precinct will host a number of sport and recreation clubs and provide modern facilities that will enhance the attractiveness of these clubs and increase their ability to recruit and retain members
- Physical Activity – The indoor and outdoor facilities contained within the development will help drive a culture of physical activity and improved physical and mental health outcomes in the Inner West
- Economic Outcomes – The Club's ongoing presence within the City of Canada Bay, and the impending construction works, will deliver ongoing economic benefits to the City and Inner West region from both an employment and social perspective

Further to the above, a State Government funding commitment in the order of \$5M has been attained by the Club specifically for the Centre of Excellence which forms part of the Concord Oval redevelopment project, and the Club is also working to secure further funding. This has placed the Club in a unique position whereby they are able to contribute funding towards the capital cost of building the centre, in return for a long term lease over the site.

### **Negotiations with Wests Tigers**

Section 46A of the Local Government Act 1993 requires that a Council cannot lease or licence community land for a period greater than five years without first

calling for tenders in accordance with Section 55 of the Act. Section 55(3) of the Act, however, provides that Council can decide not to call tenders “if, 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”.

Noting the history and the connection that the West Tigers Club has with this area and with Concord Oval, their ability to fund and lead community programs and initiatives, and the State Government funding they have attained to contribute to the capital cost of the project; it is considered that there would not be a more appropriate sports club that would participate in a competitive tender process for the long term lease of the Centre of Excellence at Concord Oval.

Given this project would require direct negotiations between Council and the Wests Tigers Football Club, Office of Local Government Guidelines and ICAC Guidelines both dictate that a detailed Probity Plan is required prior to the commencement of the project. The attached Probity Plan (Plan) provides a framework for maintaining the probity and integrity of the direct negotiation process with Wests Tigers Rugby League Football Club Limited.

This Plan outlines principles, processes, procedures, roles and responsibilities required to mitigate and manage probity risks associated with the process in accordance with the five inter-related probity principles or ‘fundamentals’ identified by the Independent Commission Against Corruption (ICAC) as follows:

- Accountability of the participants and transparency of the process;
- Fairness, impartiality and honesty in carrying out the process;
- Management of actual, potential and perceived conflicts of interest;
- Maintenance of confidentiality and security of documentation and information; and
- Attaining best possible value for money under the prevailing circumstances.

This Plan applies to Council staff and any external consultants or advisers connected with the project.

It is intended that Council staff will negotiate the possible terms for such a lease agreement, before preparing a further report to Council for the actual execution of a long term lease with West Tigers Rugby League Club, should it be recommended to grant the lease following this process.

## **FINANCIAL IMPACT**

Costs associated with the preparation and ongoing actions of the Probity Plan, and negotiations for the Agreement for Lease and long term lease of the Centre of Excellence will be funded from the Project Budget.

## RECOMMENDATION

1. Pursuant to section 55(3)(i) of the Act, the Council resolves that a satisfactory result would not be achieved by inviting tenders for the long term lease of the Centre of Excellence at Concord Oval due to the following extenuating circumstances:
  - a. The West Tigers Rugby League Club Limited have attained significant State Government funding to contribute to the capital cost of building the Centre of Excellence as part of the redevelopment of Concord Oval;
  - b. The West Tigers Rugby League Club Limited have had their training and administrative bases at Concord Oval for over fifteen years with an established community presence;
  - c. The West Tigers Rugby League Club Limited have the capability to lead and deliver community programs and initiatives that will benefit the residents of the City of Canada Bay.
2. Council endorse the attached Direct Lease negotiations Probity Plan
3. Following the execution of the attached Probity Plan, Council enter into direct negotiations with the Wests Tigers Rugby League Football Club for an Agreement for Lease.
4. Council delegate authority to the General Manager to enter into direct negotiations with the Wests Tigers Rugby League Football Club, and execute an Agreement for Lease with the Wests Tigers Rugby League Football Club.
5. Council delegate authority to the General Manager to make minor alterations to the Probity Plan as required, subject to consultation with Council's independent Probity advisers.

### Attachments:

City of Canada Bay – Negotiations between Council and the West Tigers  
Regarding the redevelopment of Concord Oval – Probity Plan Version 2.0 – 19  
November 2018



## City of Canada Bay

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Negotiations Between Council and the Wests Tigers Regarding the  
Redevelopment of Concord Oval – Probity Plan

Version: 2.0  
Date: 19 November 2018

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## 1. Project Background

The City of Canada Bay Council (**Council**) has developed a concept plan for the redevelopment of Concord Oval (**ROCO**) in collaboration with the NSW Government and existing and potential tenants. ROCO will be realised through funding of \$30 million from the NSW Government, with further funding from the City of Canada Bay and Wests Tigers Rugby League Club (**Wests Tigers**).

The concept plan provides for a new high performance centre to be utilised by the Wests Tigers. The Wests Tigers are proposing to contribute funding towards the capital cost of providing the high performance centre in return for a long term lease over the site. The concept plan is currently on public exhibition.

Section 46A of the Local Government Act 1993 (the **Act**) requires that a Council cannot lease or licence community land for a period greater than five years without first calling for tenders in accordance with Section 55 of the Act. Section 55(3) of the Act, however, provides that Council can decide not to call tenders "if, 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".

Subject to the outcome of the community consultation on the concept plan, Council is considering entering into a lease agreement directly with Wests Tigers without calling for tenders in accordance with s55(3). Council wishes to negotiate the possible terms of such a lease agreement before determining whether or not to grant the lease without first calling for tenders.

Council wishes to ensure that the negotiations with Wests Tigers are conducted in accordance with appropriate standards of probity and has adopted this plan to facilitate that objective.

## 2. Definitions

<b>Council Official:</b>	Includes Councillors, members of staff of Council, administrators, Council committee members, delegates of Council, appointed advisors and contractors.
<b>Negotiations:</b>	Negotiations between the Parties regarding the development of high performance centre at Concord Oval.
<b>Negotiation Team:</b>	Any one or more persons nominated by a Party to negotiate in relation to the Project on their behalf.
<b>Probity Event:</b>	An action (or inaction) by either a Council official or any other party that brings into question the integrity of the Negotiations or breaches the requirements of this probity plan
<b>Probity Officer:</b>	Person appointed by Council to receive and deal with probity events in relation to the Project.
<b>Project:</b>	The redevelopment of Concord Oval ( <b>ROCO</b> ).
<b>Parties:</b>	Each of City of Canada Bay Council ( <b>Council</b> ) and Wests Tigers Rugby League Pty Ltd ( <b>Wests Tigers</b> ) and <b>Parties</b> means both of them.

## 3. Probity Principles and Objectives

### 3.1 What is Probity?

The term probity means integrity, uprightness and honesty.

For Council and its officials, creating and maintaining probity involves more than simply avoiding corrupt or dishonest conduct. It involves applying and complying with the values set out in Council's Code of Conduct and duties such as impartiality, accountability and transparency.

It is part of every Council official's duty to adopt processes, practices and behaviour that enhance and promote Council's values and interests.

Effective probity management is concerned with the procedures, processes and systems used rather than the outcome of an activity, undertaking or project. It should also be recognised that – despite good management of probity risks – mistakes, delays and disputes can arise. Similarly, even the best probity processes do not guarantee that a project or activity will be immune from problems or criticism.

### 3.2 Probity Principles

The following probity principles will form the basis of this probity plan.

#### 3.2.1 Best value for money

This is achieved by fostering an open and transparent environment in which proposals are assessed on their merits and against independent benchmarks such as valuations, sales history and evidence of market prices. Lapses in probity often end with one or more parties obtaining unreasonable financial gains at the expense of the public interest.

Value for money is not entirely measured in financial terms. Council will also consider non-financial elements of proposals (including public amenity and benefit) and devise criteria that allow them to be evaluated.

#### 3.2.2 Impartiality

Individuals and organisations involved in Council negotiations or proposals often invest considerable time, effort and resources. In return, they are entitled to expect impartial treatment at every stage of the process. Any form of bias, whether driven by personal interests or not, could jeopardise the integrity of the process.

There is a further risk that parties who believe the process is prejudiced will commence legal action. Regardless of the outcome, this can cause delays and result in financial costs not anticipated in the project budget.

#### 3.2.3 Dealing with conflicts of interest

A conflict of interest is a conflict between the public duty and private interests of a Council official where such interests could improperly influence their official duties and responsibilities.

The community and other stakeholders have a right to expect that Council officials will make decisions that are not influenced by private interests. Similarly, when the private sector is engaged in Council projects, there is an obligation to ensure that conflicts of interest are disclosed and effectively managed.

Perceived or potential conflicts of interest can be as damaging as actual conflicts.

#### 3.2.4 Accountability and transparency

Accountability and transparency are related concepts. Accountability involves Council being able to demonstrate and justify the use of public resources to its stakeholders. This involves allocating and taking

responsibility for past and expected performance. This necessarily involves keeping good records that leave an audit trail.

Transparency refers to the preparedness to open a project and its processes to scrutiny and possible criticism. This also involves providing reasons for all decisions that are taken and the provision of appropriate information to relevant stakeholders.

Demonstrating accountability and transparency gives stakeholders additional confidence in the decisions being made. It also reduces the opportunities for corrupt conduct and fraud.

#### 3.2.5 Confidentiality

Accountability and transparency are fundamental to the work of Council and Council officials. However, there is some information that needs to be kept confidential, at least for a specified period of time, in order to protect the integrity of the process and give other parties the confidence to do business with Council. This information can include the content of proposals, intellectual property, valuations and proponents' pricing and profit structures. Some information relating to these Negotiations may need to be kept confidential up to the point where a lease is signed. However, once this has happened, certain information may be released, consistent with the fundamental principles of public sector accountability and transparency.

### 3.3 Probity Plan Objectives

The objective of this probity plan is to provide a broad framework, including appropriate processes and procedures, to mitigate probity risks associated with the Negotiations and ensure that they are conducted in accordance with the probity principles detailed in section 3.2 above.

### 3.4 Scope

This probity plan applies to all Council officials connected with the Negotiations. This includes Councillors, Council staff, the Negotiation Team and Council appointed contractors and advisors.

## 4. Probity Events

A Probity Event occurs when an action (or inaction) by either a Council official, a member of the Negotiation team or any other person involved in or associated with the Project:

- (a) brings into question the integrity of the Negotiations;
- (b) breaches the requirements of this probity plan; or
- (c) does or allows or omits to do something that is inconsistent with best governance practice or the objections of this probity plan.

This may include the identification of conflicts of interest or making of complaints by the Parties regarding the conduct of the Negotiations.

To maintain the integrity of the Negotiations it is imperative that all Probity Events are promptly reported and dealt with in an appropriate manner.

## 5. Probity Risks

Some of the potential probity risks that may arise during the course of the Negotiations include:

- One or more member of the Negotiation Team or Council officials or both may have an actual or perceived conflict of interest due to private dealings with Wests Tigers or other parties involved in the Project and/or adjoining private land holdings they may have in the vicinity of the Project.
- One or more Wests Tigers representatives may have an actual or perceived conflict of interest due to private dealings with other parties involved in the Project and/or adjoining private land holdings they may have in the vicinity of the Project.
- Representatives of either Party may attempt to lobby or influence officials of the other Party (such as a councillor or Board member) outside of the negotiation process in order to obtain a better financial outcome for themselves or their organisation.
- Either Party may release confidential information either deliberately, in order to gain an advantage in the negotiations, or inadvertently.
- Council may be seen to have a conflict between its roles as land owner/ manager/ developer and consent authority.
- The community may perceive that Council is providing favourable treatment to the Wests Tigers in return for their capital contribution to the project.
- The community may believe that Council is not obtaining best value for money by negotiating directly with the Wests Tigers rather than calling for tenders.
- Council may breach the requirements of the Local Government Act, 1993 relating to the leasing of community land.

## 6. Probity Controls and Requirements

The following probity controls will be implemented in order to mitigate probity risks and promote adherence to sound probity principles during the Negotiations.

### 6.1 Compliance with the Local Government Act 1993 and Other Legal Requirements

Council will, as required, obtain appropriate legal advice on compliance with the relevant provisions of the Local Government Act 1993 relating to the leasing of community land and procurement. This includes advice on whether or not Council is required to tender for the lease of the land in question and, if not, the correct process to be followed to enable Council to directly negotiate with a single party.

Council negotiations will only proceed to finalisation in accordance with a resolution of Council authorising such negotiations.

### 6.2 Ensuring Best Value for Money

The Parties will agree to the appointment of an independent registered valuer (or panel of valuers) to determine the basis for calculation of the rent payable at the date of commencement of the lease taking into consideration the capital contribution of Wests Tigers.

The Parties will also agree to the mechanism to be used to agree on the proposed rent if either or both parties disagree with the independent valuation. This may include, for example, using an average valuation amount from valuations conducted by a panel of valuers.

The mechanism for appointing an independent valuer(s) and resolving any disagreements is to be agreed between the Parties in advance and in writing.

### 6.3 Negotiation Protocols

Both parties must appoint, in writing, members of the negotiation Team who are authorised to undertake the Negotiations on their behalf. This may include staff members and/or professional advisers (e.g. legal advisers). Either Party may change members of their Negotiation Team by notifying the other Party in writing.

Councillors will not be appointed to undertake negotiations so as to preserve their ability to make a final unfettered decision on whether to accept any proposals recommended by the Negotiation team.

Negotiations may involve face to face meetings, teleconference or video conference meetings and/or written correspondence between the negotiating teams.

The framework governing all meetings and communications is set out in the attached Negotiation Protocol (Appendix A). Both parties are required to sign the Negotiation Protocol before Negotiations commence.

### 6.4 Probity Officer

Council will appoint a probity officer to oversee the probity requirements of the Negotiations. Mitchell Morley of InConsult is the appointed Probity Officer for this project. The Probity Officer may be asked to provide written sign off to Council as to whether the probity plan has been adhered to prior to Council determining whether or not to enter into a lease agreement.

### 6.5 Managing Conflicts of Interest

All members of the Negotiation Teams must sign a Confidentiality and Conflict of Interest Undertaking (Appendix B).

If a member of the Negotiation Teams becomes aware of a conflict of interest after signing the Confidentiality and Conflict of Interest Undertaking the team member must immediately disclose the nature of the interest in writing to the other members of both Negotiation Teams and the Probity Officer.

Any conflicts of interest that are declared in relation to the project must be referred to the Probity Officer who will consider the nature of the conflict and advise the General Manager/ Chief Executive Officer of the relevant Party of how the conflict should be managed. Options for managing a conflict may include removing the person from the Negotiations, removing the source of the conflict if possible, having someone peer review all decisions made by the person with the conflict or restricting the person's involvement in certain aspects of the Negotiations.

Details of all declared conflicts of interest and agreed strategies to manage them must be recorded in Council's records management system.

Council officials who are involved in the Negotiations must abide at all times with Council's Code of Conduct and the relevant provisions of the Local Government Act 1993 in relation to conflicts of interest regardless of whether they are required to sign a Confidentiality and Conflict of Interest Undertaking.

### 6.6 Gifts and Benefits

In accordance with Council's Code of Conduct, Council officials or Negotiation Team members or both must not accept a gift or benefit in relation to the project or their involvement in the Negotiations. For more information in relation to this, please refer to the Code of Conduct.

#### 6.7 Confidentiality and Security

A range of confidential information is likely to be generated during the Negotiations. It is critical that this information is stored securely and not disclosed without proper authority. Confidential information may include, but not be limited to financial information related to the Parties, legal advice, trade secrets, contracts etc. The following confidentiality and security requirements must be adhered to.

- All members of the Negotiation Teams must sign a Confidentiality and Conflict of Interest Undertaking (Appendix B).
- All documentation deemed by either Party to be confidential must be stored securely in accordance with normal security and confidentiality requirements of the Party's records management system.
- Confidential information must not be disclosed to external parties unless disclosure is necessary to facilitate the Negotiations and :
  - disclosure is required by law;
  - disclosure is required to obtain professional advice in relation to the Project;
  - the information is in the public domain; or
  - disclosure is approved by the other Party.
- Council officials who are not directly involved in the Negotiations but who have access to confidential information regarding the Negotiations must abide by the provisions of Council's Code of Conduct and relevant legislation such as the State Records Act, Local Government Act, Privacy and Personal Information Protection Act and the Government Information (Public Access) Act.

#### 6.8 Separation of Owner and Consent Authority Roles

It is possible that Council, as the relevant consent authority, may be required to assess and/or determine a development application(s) in relation to the Project. To avoid any perception of a conflict of interest, the following protocols will be observed.

- No member of Council's Planning and Development Department is to be a member of the Negotiation Team nor are they to be involved in any Negotiations. It is acknowledged however that members of this Department may be required to provide advice to the Negotiation Team in relation to Council's planning controls. Any such advice is to be provided in writing.
- Assessment of any development applications relating to land that Council owns or manages is to be conducted by a party independent of Council as per normal Council procedures.

#### 6.9 Reporting of Probity Events

All probity events including identified conflicts of interest and complaints must be reported immediately to the Probity Officer. The Probity Officer will consider the details of the probity event, make further enquiries regarding the event if necessary and advise the relevant General Manager/ Chief Executive Officer of any recommended actions to address the issue(s) raised.

#### 6.10 Agreement to Abide by Probity Plan

All Negotiation Team members are to be provided with a copy of this Probity Plan. Team members must acknowledge that they have read and understood the Plan and agree to abide by it by signing the acknowledgement of receipt shown in Appendix C.

## 7. Summary of Roles and Responsibilities

**Negotiation Team Members** are required to:

- maintain confidentiality over any documents or discussions relating to the negotiations and complete a Confidentiality and Conflict of Interest Undertaking (Appendix B);
- confirm that they have read and agree to abide by this Probity Plan (Appendix C);
- attend all Negotiation meetings if possible;
- ensure that meetings are conducted appropriately and minutes are kept and distributed;
- request additional information if necessary;
- make a recommendation(s) to the Council/Board following conclusion of the negotiations;
- seek advice and understand what constitutes an actual, potential or perceived conflict of interest and what information is required to be declared in accordance with this Plan;
- avoid where possible associations or transactions that may give rise to a conflict of interest;
- during the Negotiations promptly identify and disclose to other Negotiation Team members and the Probity Adviser any actual, potential or perceived conflicts of interest that might affect (or might be perceived to affect) the proper and faithful performance of their work or the perception or impartiality of the Negotiations; and
- report any breach of probity to the Probity Officer

**Council and Wests Tigers Officials** (who are not members of the Negotiation Team) are required to:

- abide by Council's Code of Conduct and/or statement of business ethics (as appropriate) related legislative requirements at all times;
- maintain confidentiality of any Negotiation information they receive which is designated as confidential;
- refrain from discussing any aspect of the Negotiations with persons external to their organisation;
- only make public statements regarding the negotiations if authorised to do so by their organisation and only after obtaining approval for the statement from the other Party;
- refrain from lobbying any of the other party's officials (e.g. councillors, board members) in regards to the Negotiations; and
- refer all enquiries/ representations from stakeholders or other parties to their representative(s) on the Negotiation Team

The **Probity Officer** is responsible for:

- overseeing compliance with this Probity Plan;
- receiving and considering any declarations of interest in relation to the project and advising the relevant General Manager/ Chief Executive Officer on the most appropriate strategy for managing the conflict;
- receiving and dealing with any reported probity events in relation to the project including complaints from proponents or other parties regarding the conduct of the Project; and
- providing probity sign off at the conclusion of the Negotiations if required.

## APPENDIX A: NEGOTIATION PROTOCOL

### Negotiations Between The City of Canada Bay Council and the Wests Tigers Regarding the Redevelopment of Concord Oval

#### 1. Background

- a. The City of Canada Bay Council (**Council**) has developed a concept plan for the redevelopment of Concord Oval (**ROCO**) in collaboration with the NSW Government and existing and potential tenants. ROCO will be realised through funding of \$30 million from the NSW Government through the Parramatta Road Urban Amenity Improvement Program, with further funding from the City of Canada Bay and Wests Tigers Rugby League Club (**Wests Tigers**).
- b. The concept plan provides for a new high performance centre to be utilised by the Wests Tigers. The Wests Tigers are proposing to contribute funding towards the capital cost of providing the high performance centre in return for a long term lease over the site.
- c. Council and the Wests Tigers have agreed to enter into negotiations regarding the proposed terms of any funding to be provided by the Wests Tigers and the terms of the proposed lease agreement.
- b. Council has prepared a Probity Plan to guide the Negotiations.
- c. This document forms part of the Probity Plan and sets out the protocol for Council and Wests Tigers (**the Parties**) to be followed in undertaking the negotiations.
- d. Both parties agree to negotiate in good faith and act with integrity and propriety.

#### 2. Negotiation Objectives

- a. The primary objectives of the negotiations are to:
  - i. agree on the terms of any capital funding to be provided to ROCO by Wests Tigers and the terms of any subsequent lease agreement to be granted by Council to the Wests Tigers; and
  - ii. Achieve value for money for both Wests Tigers and Council; and
  - iii. Ensure that the negotiations are conducted in a manner that meets accepted standards of probity and is able to withstand public scrutiny.

#### 3. Negotiation Teams

- a. Council has appointed the following persons to undertake negotiations on its behalf:  
[Insert Names]
- b. Wests Tigers has appointed the following persons to undertake negotiations on its behalf:  
[Insert Names]
- c. Either party may change their negotiation team by notifying the other party in writing.

**4. Negotiation Meetings**

- a. Negotiations may involve face to face meetings, teleconferences or video conferences and/or written correspondence between the Negotiating Teams.
- b. The date, time and venue for negotiations meetings must be agreed by the Parties prior to each meeting.
- c. Council will issue a meeting notice and brief agenda for each meeting at least three days before each meeting or such period as agreed by the Parties.
- d. Only authorised Negotiation Team members may attend negotiation meetings.
- e. The format and procedure for conduct of the meetings is at the discretion of the Negotiation Teams.
- f. Not all members of each Negotiating Team are required to be in attendance at each meeting. Meetings may proceed provided at least one member of each Party's Negotiation Team is present.
- g. Council will create minutes of all Negotiation meetings and provide a copy to Wests Tigers. Any disagreement regarding the minutes of a meeting is to be recorded in writing.

**5. Communication Outside of Meetings**

- a. Wherever possible, all communication outside of Negotiation meetings between the Parties is to be in writing and signed by an authorised member of the Negotiation Team.
- b. If verbal communication is necessary, a member of Council's Negotiation Team must make a file note of the conversation and ensure this is recorded in Council's records management system.

**6. Decision-making**

- a. The Parties acknowledge that members of the Negotiation Teams do not have authority to enter into any binding agreement between the Parties and hence all discussions and Negotiations are on a without prejudice basis.
- b. The Parties acknowledge that any proposed terms can only be approved by resolution of Council.
- c. Neither Party will be held liable by the other for any liability, loss, claim, damages, costs or expenses arising from or incurred in connection with the Negotiations.
- d. Neither Party is under any obligation to the other with respect to the consideration, evaluation, acceptance or rejection of any proposal or the failure to consider, evaluate or accept any proposal from the other Party.

**7. Independent Valuation**

- a. The Parties acknowledge that any rental to be paid under the proposed lease agreement will need to be determined having regard to an independent market valuation.
- b. The Parties will agree in writing to the valuation process to be undertaken including any mechanism for resolving any disagreement regarding the outcome of the valuation.

**8. Costs**

- a. Each Party will bear its own costs in connection with the Negotiations.

**9. Confidentiality**

- a. Both Parties will treat the negotiations as confidential and not release any material, documents or information the subject of the negotiations to any person unless disclosure is necessary to facilitate the Negotiations and :
  - i. disclosure is required by law;
  - ii. disclosure is required to obtain professional advice in relation to the Project;
  - iii. the information is in the public domain; or
  - iv. disclosure is approved by the other Party.

However both Parties acknowledge that Council is subject to the requirements of the Government Information (Public Access) Act 2009 and may be required to disclose information regarding the negotiations pursuant to a requirement of that Act.

- b. All members of the Negotiation Teams will be required to sign a deed of confidentiality.
- c. All documentation relating to the Negotiations must be stored securely in accordance with each Party's normal security and confidentiality requirements.
- d. Negotiation Team members must not make any public comment or statement regarding the Negotiations unless authorised to do so by their General Manager/ Chief Executive Officer. Any public comment regarding the negotiations may only be made by the party's General Manager/ Chief Executive Officer and only after first obtaining the written approval of the other Party.

**10. Conflicts of Interest**

- a. All members of the Negotiation Teams must sign a Confidentiality and Conflict of Interest Undertaking.
- b. If a member of the Negotiation Teams becomes aware of a conflict of interest after signing the Confidentiality and Conflict of Interest Undertaking the member must immediately disclose the nature of the interest in writing to all members of the Negotiation Teams and the Probity Officer.

**11. Probity**

- a. The parties acknowledge that Council has developed a Probity Plan that sets out the probity framework that Council will follow during the negotiations. This includes the appointment of a Probity Officer to oversee the conduct of the negotiations from a probity perspective.
- b. The Parties agree that all probity events or concerns including identified conflicts of interest and complaints will be reported immediately to the Probity Officer. The Probity Officer will consider the details of the probity event, make further enquiries regarding the event if necessary and advise the relevant General Manager/ Chief Executive Officer of any recommended actions to address the issue(s) raised.

Dated this ..... day of ..... 2018

Executed on behalf of the City of Canada Bay Council by:

.....  
Signature of Authorised Officer

.....  
Signature of Witness

.....  
Name

.....  
Name of Witness

.....  
Title

Executed on behalf of the Wests Tigers Rugby League Club Pty Ltd:

.....  
Signature of Authorised Officer

.....  
Signature of Witness

.....  
Name

.....  
Name of Witness

.....  
Title

## APPENDIX B: DEED OF UNDERTAKING – CONFIDENTIALITY AND CONFLICT OF INTEREST

### Negotiations Between The City of Canada Bay Council and the Wests Tigers Regarding the Redevelopment of Concord Oval

#### DEFINITIONS

**"Confidential Information"** means any information, in whole or in part, which:

- (a) is disclosed by either party to the other;
- (b) is disclosed whether in writing, communicated orally, or disclosed in the form of magnetic recording or other machine readable forms; and
- (c) is deemed by the issuing party as confidential.

but does not include information which:

- (d) at the date of this Undertaking is publicly available or in the public domain;
- (e) subsequent to the date of this Undertaking becomes publicly available or in the public domain without breach of this Undertaking;
- (f) was lawfully obtained from a third party without breach of this Undertaking; or
- (g) was lawfully already in the Recipient's possession at the time it was first provided by the issuing party and or any third party/ies.

**"Conflict of interest"** means any situation whereby a reasonable and informed person would perceive that a Negotiation Team member could be influenced by a private interest when conducting the Negotiations.

**"Negotiations"** means negotiations between the Parties regarding the terms of a possible capital contribution by Wests Tigers towards development of high performance centre at Concord Oval and subsequent leasing of the site by Council to the Wests Tigers.

**"Negotiation Team"** means persons nominated by the Parties to negotiate on their behalf.

**"Parties"** means City of Canada Bay Council (**Council**) and Wests Tigers Rugby League Pty Ltd (**Wests Tigers**)

**"Project"** means the redevelopment of Concord Oval.

#### Confidentiality Undertaking

I acknowledge that it is a requirement of my engagement and or association with the Negotiations that strict confidentiality as described below is maintained at all times.

I understand during my engagement and or association with the Negotiations I will handle and obtain

information which is of a confidential nature and that it must be kept confidential (the "confidential information").

I hereby undertake that I will:

- 1) Maintain the confidentiality of the information to which I will have access and take reasonable precautions to prevent its unauthorised dissemination or use.
- 2) Only access information needed to do my job and not to make use of the Confidential Information for any purpose other than the purposes for which I was engaged.
- 3) Accept that this undertaking of confidentiality is binding and extends beyond my involvement in the negotiations i.e. not to disclose any Confidential Information gained during my association with the Negotiations after they have finished.
- 4) Upon request, return any information given to me to the other Party.
- 5) Not disclose Confidential Information to the general public, contractors or other employees unless expressly authorised to do so by the other Party or their nominated delegate.
- 6) Take all necessary precaution to ensure that no person other than a person known to me to be authorised by the Parties is able to gain access to the Confidential Information and to ensure that the Confidential Information is safely and securely stored.
- 7) Not personally retain, destroy or remove any original documentation, records, notes, copies or reproductions of any Confidential Information.
- 8) Not misuse or be careless with confidential information or make a record of, or reproduce or divulge or communicate to any person the Confidential Information.
- 9) Report any activities to the other members of the Negotiation Teams and/ or Probity Officer that I suspect may compromise the confidentiality of information.
- 10) Be responsible for my use or misuse of confidential information.

Nothing in this agreement precludes me from disclosing any confidential information:

- (a) if required under a binding order of a government agency or procedure for discovery proceedings;
- (b) if required under any law or administrative guidelines, directive, request or policy having the force of law;
- (c) which is in the public domain;
- (d) with the prior written consent of the issuing Party;
- (e) If required to either Party's legal advisers, consultants and staff who have executed a Confidentiality Undertaking.

#### **Conflicts of Interest Declaration**

I understand the Parties' requirement that given my relationship to the negotiations that I am to be

independent and free from conflict of interest.

I wish to confirm **(strike out whichever clause is not applicable)**:

- a) I am not aware of any actual or potential Conflicts of Interest relating to the Negotiations

OR

- b) I am aware of the following actual or potential Conflicts of Interest relating to the Negotiations :

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I also hereby undertake that I will:

- 1) Immediately declare any actual or potential conflict of interest that arises or that I become aware of during the course of the Negotiations in writing to the other members of the Negotiation Teams and/ or the Probity Officer; and
- 2) Abide by any reasonable direction or request from the Probity Officer or my General Manager/ Chief Executive Officer in relation to the management of any conflict of interest declared by me.

#### Remedies

The Recipient acknowledges that:

- (a) the Confidential Information disclosed is at all times the property of the issuing Party;
- (b) Either Party may seek injunctive relief to prevent the continuance of any breach of this Undertaking, and this Undertaking may be pleaded by either Party as a bar to any opposition by the Recipients of such relief; and
- (c) failure to comply with this agreement may result in termination of my involvement in the Negotiations.

Dated this ..... day of ..... 2018

.....  
Signature

.....  
Name

.....  
Organisation/ Agency

## APPENDIX C: ACKNOWLEDGEMENT OF RECEIPT OF PROBITY PLAN

### Negotiations Between The City of Canada Bay Council and the Wests Tigers Regarding the Redevelopment of Concord Oval

This is to acknowledge receipt of a copy of the Probity Plan for the Negotiations Between the City of Canada Bay Council and the Wests Tigers Regarding the Redevelopment of Concord Oval.

As a Negotiations Team member I have read the Probity Plan and agree to abide by and implement its provisions in the discharge of my responsibilities.

Dated this ..... day of ..... 2018

.....  
Signature

.....  
Name

.....  
Organisation/ Agency

## **ITEM-7            OFF-LEASH DOG TRIALS**

**Department     City Services and Assets**

**Author Initials: RM**

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### **EXECUTIVE SUMMARY**

In response to dog ownership growth and community requests, the City of Canada Bay undertook community consultation from 24 October to 20 November to inform the development of a City-wide 'Dogs in Public Places Strategy' in conjunction with the trial of off-leash dog areas at the following parks:

- Kendall Reserve, Kendall Street, Cabarita
- Timbrell Park, Henley Marine Drive, Five Dock
- King George V Park, Concord Road, Rhodes
- Lower Phoenix Park, Shoreline Drive, Rhodes

This report details the feedback received during from the community during the consultation period and provides recommendations for Council's consideration.

### **STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

- 1.2.2.            Provide quality active and passive Recreation Services and Facilities that contribute to health and wellbeing
- 2.2.1.            Plan for, and maintain, parks and open spaces to provide active and passive recreation opportunities for everyone's enjoyment.

### **REPORT**

#### **Background**

The City of Canada Bay comprises over 150 open spaces. There are 11 unrestricted off-leash dog areas and six restricted off-leash dog areas (before 9am and after 5pm only).

The trial sites were selected where there are no existing or under-represented off-leash dog areas and/or where the community have been requesting additional off-leash dog areas.

#### **Cabarita: Kendall Reserve**

There are no existing off-leash dog areas on the Cabarita, Breakfast Point and Mortlake peninsula. Over 58% of dwellings in Cabarita are either apartments or townhouses with limited access to private outdoor space large enough to exercise

a dog. Over the five years to June 2018, 473 new dogs were micro-chipped on behalf of owners in Cabarita and Breakfast Point.

#### **Five Dock: Timbrell Park**

There are five existing off-leash dog areas located in Five Dock: Charles Heath Reserve, Halliday Park, Five Dock Park, Storey Park and Timbrell Park (west of the playground). Community members have informed Council that using the south-eastern side (adjacent to and within the sport fields) of the park would be more preferable for dog exercise as it is larger and more protected from Henley Marine Drive. Over the five years to June 2018, Five Dock recorded 758 new dogs micro-chipped.

#### **Rhodes: Lower Phoenix Park and King George V Park**

Rhodes currently contains two restricted off-leash dog areas at McIlwaine Park and Mill Park, however there is an identified community need for more and unrestricted areas in Rhodes and Liberty Grove. Residential dwellings in Rhodes predominately do not have access to a backyard - 94.6% of dwellings are apartments with another 1.7% townhouses/semi-detached, so good access to community open space for both people and their dogs is essential. Over the five years to June 2018, Rhodes recorded the second highest number of new dogs micro-chipped (939) within the City of Canada Bay.

### **Community Consultation**

Council undertook community consultation from 24 October to 20 November 2018, regarding the proposal of four new off-leash dog exercise areas and to inform the development of a City-wide 'Dogs in Public Places Strategy'.

The community was notified of the consultation through a number of channels, including letterbox drop, online/social media, inclusion in the Inner West Courier, postcard letterbox distribution to properties within 500 metres of each park trialling off-leash dog areas and prominent signage at each of the four parks.

Several methods in which to provide feedback were made available to residents and key stakeholders, including online engagement surveys, direct phone and email, post, and five park-based community listening posts.

Over 271 community members participated in the consultation. The quantitative feedback received by Council during this period is summarised below.

#### **Kendall Reserve, Cabarita**

##### Level of Support:

- 94% support a permanent off-leash dog area (101 submissions)
- 3% do not support a permanent off-leash dog area (3 submissions)
- 3% did not state their position (3 submissions)

Key improvements suggested by the Community to facilitate off-leash dog activity:

1. Fencing with double gate
2. Drinking fountain with large pet bowl
3. Dog Litter Bins
4. Re-turfed with natural grass
5. Dog Litter Bags

**Timbrell Park, Five Dock**

Level of Support:

- 86% support a permanent off-leash dog area (131 submissions)
- 12% do not support a permanent off-leash dog area (18 submissions)
- 2% did not state their position (3 submissions)

**NOTE:** The above does not include a petition signed by 130 people opposing a permanent off-leash dog area. The petition was received anonymously on 20 November and stated the following reasons for not agreeing to a new off—leash dog exercise area on Timbrell Park’s sporting fields:

1. Off-leash dog park already approved elsewhere in Timbrell Park
2. The newly proposed trial location is within a highly used sports park
3. Dogs dig holes – which could cause sports players to roll/break ankles
4. Without a fence – unleashed dogs will roam the entire sporting field
5. Dog litter will increase and may impact the health of people playing sport

In addition, objections to this proposal were received from Inner West Harbour Cricket Association, Iron Cove Cricket Club and Balmain Junior Touch Association.

Key improvements suggested by the Community to facilitate off-leash dog activity:

1. Dog Litter Bins
2. Fencing (some suggested to separate the sports field from the south-western end of the park)
3. Drinking fountain with large pet bowl
4. Dog Litter Bags
5. Improved Owner Responsibility and Compliance Signage

**King George V Park, Rhodes**

Level of Support:

- 89% support a permanent off-leash dog area (8 submissions)
- 11% do not support a permanent off-leash dog area (1 submission)

Key improvements suggested by the Community to facilitate off-leash dog activity:

1. Fencing with double gate

**Lower Phoenix Park, Rhodes**

Level of Support:

- 85% support a permanent off-leash dog area (53 submissions)
- 15% do not support a permanent off-leash dog area (9 submissions)

Key improvements suggested by the Community to facilitate off-leash dog activity:

1. Fencing with double gate
2. Drinking fountain with large pet bowl
3. Dog Litter Bags
4. Dog Litter Bins
5. Improved Owner Responsibility and Compliance Signage

**General comments**

In supporting proposals, community feedback was based on the increasing dog population across the LGA and the need for Council to improve and maximise the utilisation of community open spaces.

Currently there are approximately 15,000 registered dogs within the city of Canada Bay, representing 41% of all households (national average is 38%). In the five years to June 2018, 6,051 dogs were microchipped.

The existing off-leash dog areas provide an average ratio of one off-leash dog area to 880 dogs. An additional three to four off-leash dog areas would reduce this ratio to one off-leash dog area to 710-750 dogs.

**CHALLENGES AND OPPORTUNITIES**

**Rhodes: Lower Phoenix Park**

During community consultation some residents in apartments adjacent to the park expressed concerns about noise from dogs.

There have also been ongoing issues in regards to responsible dog ownership at both Lower and Upper Phoenix Park. Dog faeces has been an issue at both sites as well as dogs being allowed off-leash at Upper Phoenix Park (including in close proximity to the playground). Compliance and staff resourcing for enforcement are challenges that need to be considered.

Council has been looking at ways to address these challenges such as hosting two community 'Doggy Day Outs' (which have included educational messages) in 2018.

**Timbrell Park**

The eastern side of Timbrell Park is predominantly a well utilised sports fields accommodating over 5,000 stakeholders annually.

Current seasonal hirers of Timbrell Park include:

- Inner West Harbour Cricket Association
- Balmain Touch
- Balmain Junior Touch
- Five Dock Falcons Baseball
- Football Club Five Dock
- Rosebank College
- Concord High School

The clubs that seasonally hire Timbrell Park have repeatedly complained to Council about discarded dog faeces on the fields. Dogs on sportsgrounds are particularly an issue for contact sports such as football, rugby and AFL. Training and games for touch football and soccer teams are undertaken at Timbrell Park with a large percentage of junior players.

As discussed above, a number of sporting clubs utilising Timbrell Park have expressed concerns about the off-leash dog trial occurring on the sporting fields, whilst a large number of other community members have been in support of it. Enforcement of the no off-leash dogs during sporting events requirement is a challenge that will need to be considered if this access is made permanent.

#### **Kendall Reserve**

As discussed above, establishing an off-leash dog exercise area in Kendall Reserve has been widely received as a great opportunity. The feedback has been very positive during the trial with a number of residents commenting on the significant increase in people utilising the park and the opportunity to form new friendships with neighbouring residents.

### **OTHER CONSIDERATIONS**

#### **Temporary signage and fencing**

The decision was made for the temporary signage and fencing to be left in place until this report is considered by Council. If Council resolve for any of the trial sites to become permanent then the option is available to leave the existing signs and fencing in place until permanent solutions are arranged.

#### **Dogs in Public Places Strategy**

The recent community consultation will also assist Council in preparing a 'Dogs in Public Places Strategy'. This strategy will be prepared in 2019 and will clearly identify (with community input):

- which parks (strategically distributed across Canada Bay) are to be permitted for use as off leash dog exercise areas
- if each of these parks are unrestricted off leash or during set times of the day only
- which dog exercise areas are to be fenced (and prioritise in which order)
- what addition infrastructure is required
- develop an implementation plan

### **FINANCIAL IMPACT**

To make permanent any or all of the trial sites a budget will be required for infrastructure such as permanent fencing, water supply, signage, dog bins and disposal bags. This funding would be allocated through the 2019/20 Capital budget process.

Where possible, grant funding will be sought to assist implementation of any infrastructure upgrades.

A need has also been identified for an ongoing maintenance budget to be provided for any additional off-leash dog exercise areas. This is to ensure the condition of new off-leash dog exercise areas are maintained to a satisfactory standard. This will be considered as part of the 2019/20 Operating budget allocation.

## **CONCLUSION**

The City of Canada Bay is committed to providing quality facilities which support our community's ability to participate in an active, social and healthy lifestyle. Council regularly reviews and explores opportunities to better manage existing facilities that support current and forecasted community needs.

### **Kendall Reserve**

Establishing an off-leash dog exercise area in Kendall Reserve has been widely received as a great opportunity. The feedback has been very positive with 94% of submissions in support. There are currently no off-leash dog areas in the vicinity of Cabarita/Mortlake/Breakfast Point. Majors Bay Reserve is the closest approximately 1,500 metres away from Kendall Reserve (in a straight line).

### **King George V Park**

Whilst only nine submissions were received, eight supported a permanent off-leash dog area at this park. Only restricted off-leash dog areas currently exist at Rhodes. Just in the past 5 years, 939 dogs who reside in Rhodes have been micro-chipped.

### **Lower Phoenix Park**

The trial at Lower Phoenix Park was very well received. Eighty five percent of submissions supported a permanent off-leash dog area at this park.

### **Timbrell Park**

A total of 131 submissions were received in support of a permanent off-leash dog area at the trial site, representing 86% of respondents. However a petition signed by 130 people opposed this becoming a permanent site and concerns were also raised by Inner West Harbour Cricket Association, Iron Cove Cricket Club and Balmain Junior Touch Association.

## **RECOMMENDATION**

1. THAT Council endorse an off-leash dog area at Kendall Reserve.
2. THAT Council endorse King George V Park as an off-leash dog park.
3. THAT Council endorse an off-leash dog area at Lower Phoenix Park.

4. THAT Council support the installation of fencing, water and waste facilities at Kendall Reserve, King George V Park and Lower Phoenix Park at the off-leash dog exercise sites used during the recent trials.
5. THAT Council defer a decision on an additional off-leash dog exercise area in Timbrell Park until the 'Dogs in Public Places Strategy' is adopted.

Attachments:

1. Off-Leash Dog Community Engagement Outcomes Report
2. Proposed off-leash dog exercise sites at Kendall Reserve, King George V Park and Lower Phoenix Park

# Off-Leash Dog Area Trials

Community Engagement Outcomes Report  
November 2018



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Report prepared by Kate Woodbridge

### Acknowledgements

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Erin Matic, Events Producer  
Ivette Delgado, City Assets - Business Administration Officer  
Jade Pemberton, Law Enforcement Officer  
Joanne Steen / Dianne Foster, PA to the General Manager  
John Earls, Manager - City Assets  
Novena Siau, Graduate Engineer  
Pauline Webb, Manager - Customer Services  
Peter Sheehan, Operations Manager Parks and Gardens  
Petrina Nelson, Acting Parks Management Coordinator  
Sarah Bovis, Senior Communications Coordinator  
Saskia Vromans, Rhodes Place Manager  
Shobna Maharaj, Personal Assistant to Director, City Assets and Services  
Stephanie Kelly, Manager - Place Management  
Steve Deamer, Recreations Booking Coordinator

**City of Canada Bay Directorate:** City Services and Assets - Director, Kelly Loveridge

**City of Canada Bay General Manager:** Peter Gainsford

## Executive Summary

In response to dog ownership growth and community requests, the City of Canada Bay undertook community consultation from 24 October to 20 November to inform the development of a City-wide Canine Management Strategy and the trial of off-leash dog areas at the following parks:

- Kendall Reserve, Kendall Street, Cabarita
- Timbrell Park, Henley Marine Drive, Five Dock
- King George V Park, Concord Road, Rhodes
- Lower Phoenix Park, Shoreline Drive, Rhodes

This report, *Off-Leash Dog Area Trials Community Engagement Outcomes*, outlines the level of support and suggestions for the proposed four off-leash dog areas in addition to the community providing comprehensive feedback on the general provision of off-leash dog areas.

A summary of the community's feedback in relation to the four off-leash dog trial areas is set out below:

Park	Level of Support	Top 5 Key improvements suggested by the Community to facilitate off-leash dog activity
Kendall Reserve, Cabarita	<b>Number of submissions regarding Kendall Reserve: 107</b> <ul style="list-style-type: none"> <li>• 94% support a permanent off-leash dog area</li> <li>• 3% do not support a permanent off-leash dog area</li> <li>• 3% did not state their position</li> </ul>	<b>Number of comments regarding Kendall Reserve: 86</b> <ol style="list-style-type: none"> <li>1. Fencing with double gate (60%)</li> <li>2. Drinking fountain with large pet bowl (59%)</li> <li>3. Dog Litter Bins (37%)</li> <li>4. Re-turfed with natural grass (33%)</li> <li>5. Dog Litter Bags (27%)</li> </ol>
King George V Park, Rhodes	<b>Number of submissions regarding King George V Park: 9</b> <ul style="list-style-type: none"> <li>• 89% support a permanent off-leash dog area</li> <li>• 11% do not support a permanent off-leash dog area</li> </ul>	<b>Number of comments regarding King George V Park: 6</b> <ol style="list-style-type: none"> <li>1. Fencing with double gate (83%)</li> </ol>
Lower Phoenix Park, Rhodes	<b>Number of submissions regarding Lower Phoenix Park: 62</b> <ul style="list-style-type: none"> <li>• 85% support a permanent off-leash dog area</li> <li>• 15% do not support a permanent off-leash dog area</li> </ul>	<b>Number of comments regarding Lower Phoenix Park: 56</b> <ol style="list-style-type: none"> <li>1. Fencing with double gate (73%)</li> <li>2. Drinking fountain with large pet bowl (45%)</li> <li>3. Dog Litter Bags (29%)</li> <li>4. Dog Litter Bins (27%)</li> <li>5. Improved Owner Responsibility and Compliance Signage (14%)</li> </ol>
Timbrell Park, Five Dock	<b>Number of submissions regarding Timbrell Park: 152</b> <ul style="list-style-type: none"> <li>• 86% support the proposed permanent off-leash dog area</li> <li>• 12% do not support a permanent off-leash dog area</li> <li>• 2% did not state their position</li> </ul> <p><b>Current Sporting Group Hirers</b> Objections to this proposal were received from Inner West Harbour Cricket Association, Iron Cove Cricket Club and Balmain Junior Touch Association (including a petition signed by 130 people)</p>	<b>Number of comments regarding Timbrell Park: 131</b> <ol style="list-style-type: none"> <li>1. Dog Litter Bins (42%)</li> <li>2. Fencing (some suggested to separate the sports field from the south-western end of the park) (40%)</li> <li>3. Drinking fountain with large pet bowl (36%)</li> <li>4. Dog Litter Bags (31%)</li> <li>5. Improved Owner Responsibility and Compliance Signage (20%)</li> </ol>

## Community Engagement Snapshot

**Wednesday, 24 October to Tuesday, 20 November 2018**

The community was informed of the opportunity to participate in the engagement period via a variety of channels including:

- Inclusion in the Inner West Courier on 30 October
- A5 Postcard distributed to 8,000 residential and business properties within a 500 metre loci of each of the four parks
- Promotion via Council's website and social media channels
- Signage and flyers located at the Civic Centre, Five Dock Library, Five Dock Leisure Centre and Concord Library
- Emails to current hirers of Timbrell Park
- Notification signage at each of the four parks trialing off-leash dog areas



Figure 1: Traffic sources to the online engagement portal

## Engagement Opportunities and Activities

### 24/7 Online Engagement Portal

The portal, [canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au) visitors to view all the relevant documentation, to post ideas and undertake the community survey. Unique visitors: 588

### Additional channels for community members to share their feedback included:

- Email: [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)
- By post and phone
- Social Media: sharing and commenting

### Community Listening Posts

The community was encouraged to meet with Council representatives at five listening posts:

- Sunday, 28 October 3:30-5:30pm at Lower Phoenix Park. Attendees: 20+
- Sunday, 4 November 3:30-5:30pm at Kendall Reserve. Attendees: 50+
- Friday, 9 November 4-6pm at Timbrell Park. Attendees: 20+
- Thursday, 15 November 5-7pm at King George V Park
- Doggy Day Out on Sunday, 18 November 9.30am - 12pm at Five Dock Park

## Engagement Snapshot



**28**

DAY ENGAGEMENT PERIOD



**1,862**

ONLINE ENGAGEMENT  
PAGE VIEWS



**271**

COMMUNITY MEMBERS  
PARTICIPATED



**53**

EMAIL SUBMISSIONS



**201**

SURVEYS COMPLETED



**130+**

ATTENDEES AT THE  
LISTENING POSTS



**195**

DOCUMENTS  
DOWNLOADED



**154**

IDEAS WALL VOTES ON FIVE  
COMMUNITY IDEAS



**1,354**

INTERACTIONS ON  
FACEBOOK

## **COMMUNITY ENGAGEMENT FINDINGS**

The Four Trial Off-Leash Dog Trial Sites

## Kendall Reserve, Cabarita

Kendall Reserve is a small neighbourhood park featuring a children's playground, picnic facilities and one public bin.

It is a convenient park to approximately 5,500 residents of Cabarita and Breakfast Point.

Currently, there are no permanent off-leash dog areas on the Cabarita, Breakfast Point and Mortlake peninsula. 75% of dwellings in Breakfast Point and Cabarita are either apartments or townhouses / semi-detached with limited access to private outdoor space large enough to exercise a dog.

Over the five years to June 2018, 473 new dogs were micro-chipped on behalf of owners in Cabarita and Breakfast Point.

The five most popular dog breeds in Cabarita and Breakfast Point are:

1. Maltese - 19%
2. Cavoodle - 6%
3. Poodle (Toy) - 6%
4. Pomeranian - 5%
5. Cavalier King Charles Spaniel - 5%



## Kendall Reserve, Cabarita - Level of Support

	Nearby Resident - current dog owner / walker	Nearby Resident - current dog owner and not in the future	Nearby Resident - not a dog owner but may be in the future	Nearby Resident - dog owner	Nearby Resident - not a dog owner	Nearby Resident and may have a dog in the future	Other CCB Resident	Non-CCB Resident	Not Stated	Total
Support	64%	2%	1%	0%	1%	2%	9%	0%	16%	94%
Against	0%	0%	1%	1%	0%	0%	0%	0%	1%	3%
Not Stated	0%	0%	1%	0%	0%	0%	2%	0%	0%	3%

### Level of support from residents of Breakfast Point, Cabarita and Mortlake:

- 96% of nearby residents who provided their feedback support an off-leash dog area at Kendall Reserve
- 3% of nearby residents do not support the off-leash dog area
- 1% of nearby residents who provided feedback did not state their support

### Level of Support based on dwelling structure:

- 49% of survey respondents who support this proposal live in an apartment or a semi-detached / townhouse

### Level of Support based on household composition:

- Survey respondents who support the proposal:
- 21% - Lives with a partner and dependent (13 - 18 years of age) children
  - 21% - Lives with a partner and young (less than 13 years of age) children
  - 21% - Lives with parents / guardian
  - 18% - Lives with/without a partner with independent young adults
  - 13% - Lives on their own
  - 3% - Lives alone with young (less than 13 years of age) children

### The 5 most popular dog breeds of survey respondents

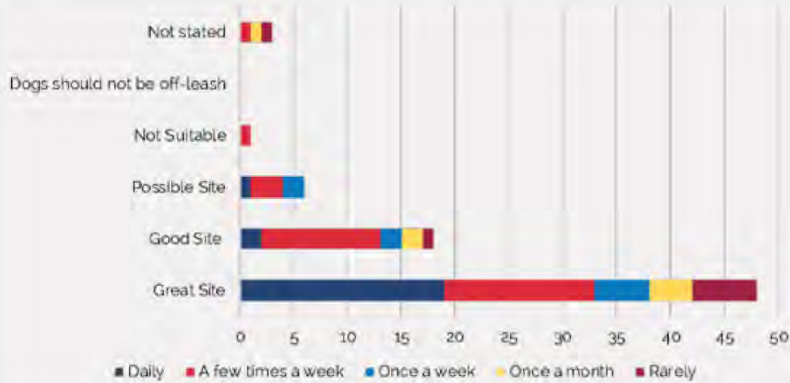
Cavoodle	34%
Labrador	8%
Pug	6%
King Charles Cavalier	6%
West Highland White Terrier	5%

### Dog faeces count during the trial

Start of trial	0
Mid trial	0
End of trial	2

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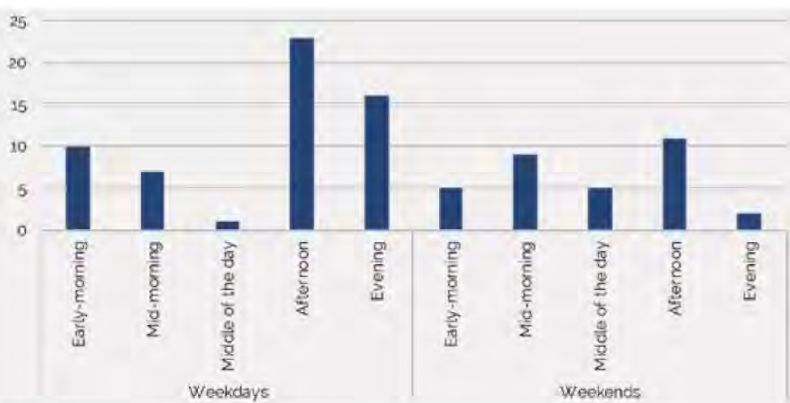
## Kendall Reserve Community Feedback



How well suited is Kendall Reserve to include an off-leash dog park compared to how frequently they visit the park.

Respondents: 76

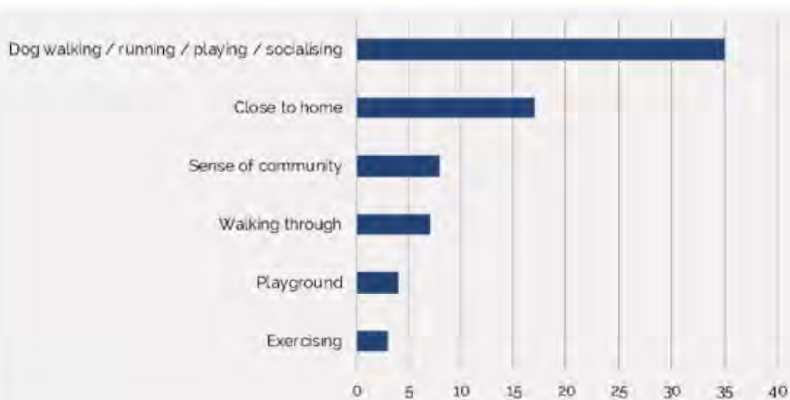
Survey Questions: 1 and 3



If there was an off-leash dog area, when would the community most likely visit Kendall Reserve.

Respondents: 89

Survey Question: 5



What are the main reasons that residents visit Kendall Reserve.

Respondents: 64

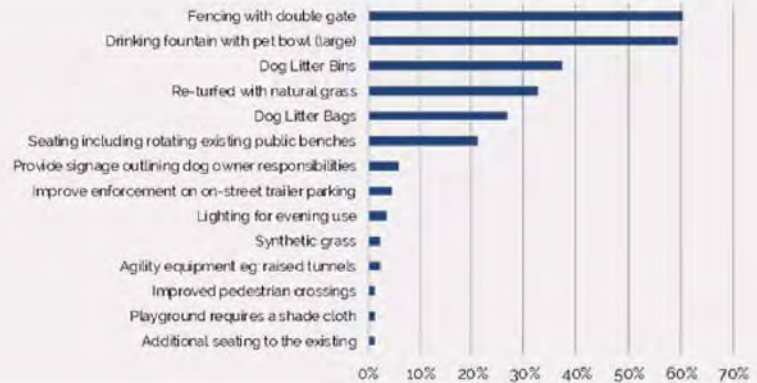
Survey Question: 2

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Provisions suggested to enhance off-leash dog activity at Kendall Reserve

Respondents: 68 via and 18 via email or Facebook

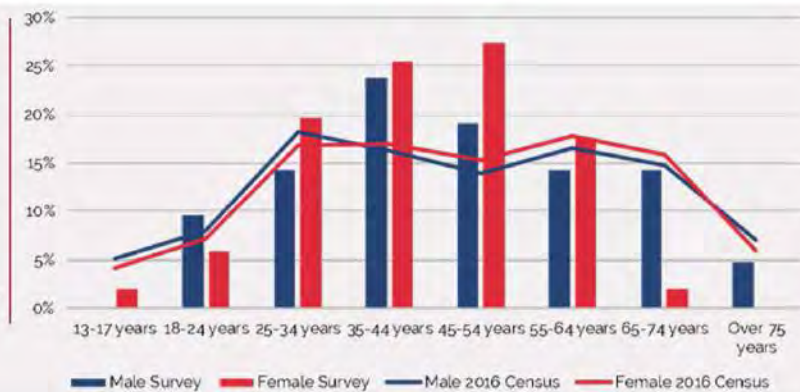
Survey Question: 4



Breakfast Point and Cabarita survey respondents plotted against 2016 ABS Census

Respondents: 76

Survey Questions: 11, 12 and 13



## King George V Park, Rhodes

King George V Park is a medium sized neighbourhood park, located on the eastern side of Concord Road, featuring two park benches.

The nearest existing off-leash dog area is at McIlwaine Park, which is restricted to before 6am and after 5pm.

Residential dwellings in Rhodes predominately do not have access to a backyard: 94.6% of dwellings are apartments with another 1.7% townhouses/semi-detached, so good access to community open space for both people and their dogs is essential. The eastern side of Rhodes is currently predominantly separate houses.

Over the five years to June 2018, 939 new dogs were micro-chipped on behalf of owners in Rhodes.

The five most popular dog breeds in Rhodes are:

1. Maltese - 14%
2. Poodle (Toy) - 13%
3. Bichon Frise - 7%
4. Pomeranian - 6%
5. Shih Tzu - 4%



## King George V Park, Rhodes - Level of Support

	Nearby Resident - current dog owner / walker	Nearby Resident - current dog owner and not in the future	Nearby Resident - not a dog owner but may be in the future	Nearby Resident - dog owner	Nearby Resident - not a dog owner	Nearby Resident and may have a dog in the future	Other CCB Resident	Non-CCB Resident	Not Stated	Total
Support	89%	0%	0%	0%	0%	0%	0%	0%	0%	89%
Against	0%	0%	0%	0%	11%	0%	0%	0%	0%	11%
Not Stated	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

There was a very low response (9 people) to the suitability of King George V Park, resulting in statistically unreliable data. Many respondents did provide feedback, however they mistook this park for King George Park, Rozelle. Therefore, data was applied from only respondents who clearly identified the correct park. The only community recommendation was to install secure fencing with a double gate.

### Level of support from Rhodes and Concord West residents:

- 86% of nearby residents who provided their feedback support an off-leash dog area at King George V Park
- 14% of nearby residents do not support the off-leash dog area

### Level of Support based on dwelling structure:

- 50% of survey respondents who support this proposal live in an apartment or a semi-detached / townhouse

### The 4 most popular dog breeds of survey respondents

Labrador	3
Fox terrier	2
Spoodle	1
Chihuahua	1

### Dog faeces count during the trial

Start of trial	0
Mid trial	4
End of trial	1

## Lower Phoenix Park, Rhodes

Lower Phoenix Park is a well sized neighbourhood park located nearby to The Connection. The park is positioned between 8-12 story apartment buildings.

To the east of and above Lower Phoenix Park is Upper Phoenix Park which features a playground and bbq facilities.

Residential dwellings in Rhodes predominately do not have access to a backyard: 94.6% of dwellings are apartments with another 1.7% townhouses/semi-detached, so good access to community open space for both people and their dogs is essential. The eastern side of Rhodes is currently predominantly separate houses.

Over the five years to June 2018, 939 new dogs were micro-chipped on behalf of owners in Rhodes.

The five most popular dog breeds in Rhodes are:

1. Maltese - 14%
2. Poodle (Toy) - 13%
3. Bichon Frise - 7%
4. Pomeranian - 6%
5. Shih Tzu - 4%



## Lower Phoenix Park, Rhodes - Level of Support

	Nearby Resident - current dog owner / walker	Nearby Resident - current dog owner and not in the future	Nearby Resident - not a dog owner but may be in the future	Nearby Resident - dog owner	Nearby Resident - not a dog owner	Nearby Resident and may have a dog in the future	Other CCB Resident	Non-CCB Resident	Not Stated	Total
Support	23%	2%	0%	0%	2%	0%	48%	11%	0%	85%
Against	0%	0%	0%	0%	8%	0%	3%	2%	2%	15%
Not Stated	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

### Level of support from residents of Rhodes:

- 68% of nearby residents who provided their feedback support an off-leash dog area at Lower Phoenix Park
- 32% of nearby residents do not support an off-leash dog area

The reasons for objection from the six Rhodes residents who do not support an off-leash dog area includes:

- Dogs running onto roads
- Dogs running into adjacent apartment buildings
- Dogs approaching residents walking along the pathways
- Noise
- Owners not complying with their responsibilities
- Shared use of the park required

The use of Upper Phoenix Park as an off-leash dog area, when it is not, requires attention.

### Level of Support based on dwelling structure

- 53% of survey respondents who support this proposal live in an apartment or a semi-detached / townhouse

### The 5 most popular dog breeds of survey respondents

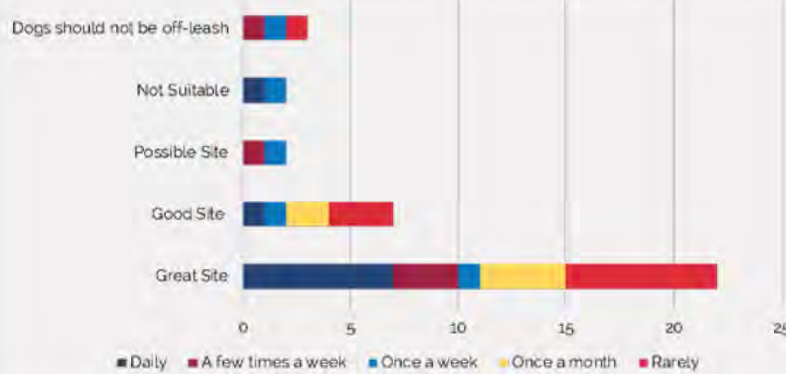
Pug	15%
Labrador	11%
Spoodle	9%
Cavoodle	7%
Moodle (Maltese/Poodle)	4%

### Dog faeces count during the trial

Start of trial	16
Mid trial	17
End of trial	25

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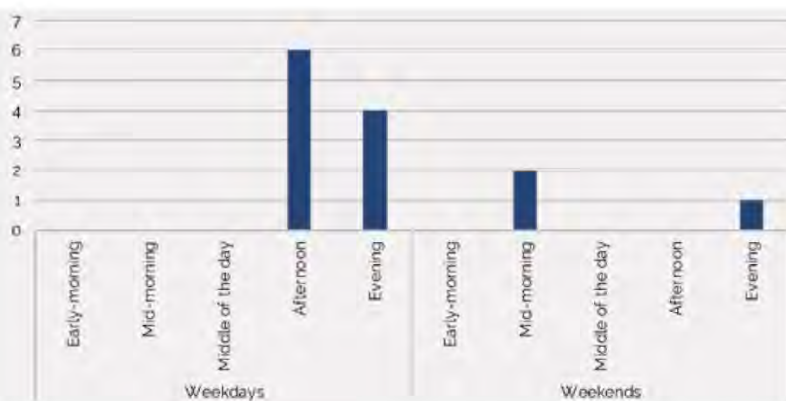
## Lower Phoenix Park Community Feedback



How well suited is Lower Phoenix Park to include an off-leash dog park compared to how frequently they visit the park.

Respondents: 36

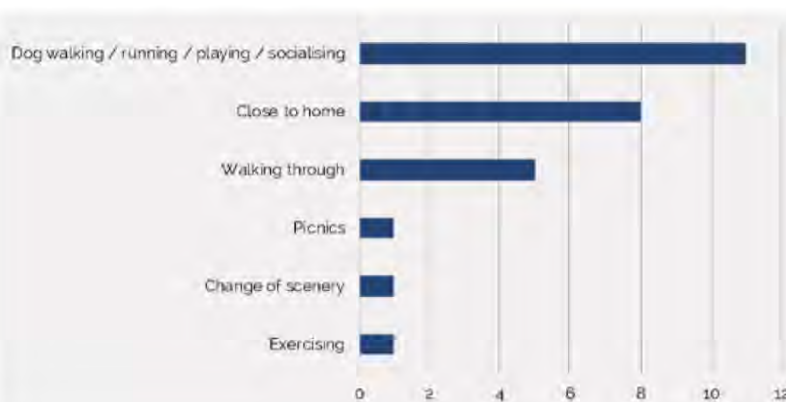
Survey Questions: 1 and 3



If there was an off-leash dog area, when would the community most likely visit Lower Phoenix Park

Respondents: 13

Survey Question: 5



What are the main reasons that residents visit Lower Phoenix Park.

Respondents: 27

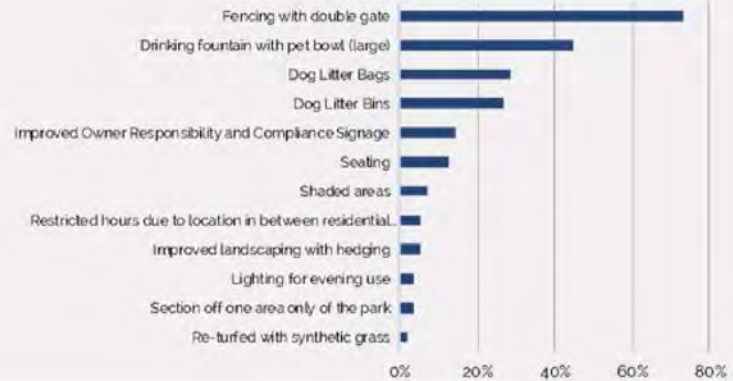
Survey Question: 2

12 Community Engagement Outcomes Report Nov 18

Provisions suggested to enhance off-leash dog activity at Lower Phoenix Park

Respondents: 57

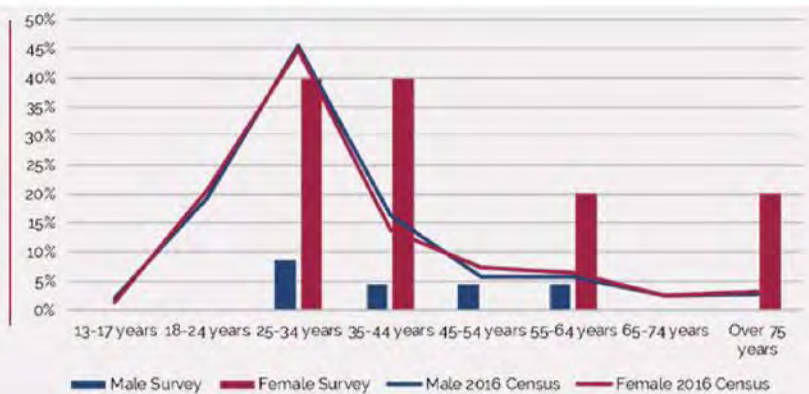
Survey Question: 4



Rhodes survey respondents plotted against 2016 ABS Census

Respondents: 11 (SNR)

Survey Questions: 11, 12 and 13



## Timbrell Park, Five Dock

There are five existing off-leash dog areas located in Five Dock: Charles Heath Reserve; Halliday Park; Five Dock Park; Storey Park; and, Timbrell Park (west of the playground).

Community members have informed Council that using the eastern side (sport fields) of the park would be more preferable for dog exercise as it is larger and more protected from Henley Marine Drive.

The trial location is a well utilised active sports field potentially resulting in a challenge of managing and enforcing off-leash dog activity.

Over the five years to June 2018, Five Dock recorded 758 new dogs micro-chipped

The five most popular dog breeds in Rhodes are:

1. Maltese - 11%
2. Jack Russell Terrier - 6%
3. Labrador Retriever - 5%
4. Bull Terrier (Staffordshire) - 4%
5. Pomeranian - 4%



## Timbrell Park, Five Dock - Level of Support

	Nearby Resident - current dog owner / walker	Nearby Resident - current dog owner and not in the future	Nearby Resident - not a dog owner but may be in the future	Nearby Resident - dog owner	Nearby Resident - not a dog owner	Nearby Resident and may have a dog in the future	Other CCB Resident	Non-CCB Resident	Not Stated	Total
Support	47%	1%	1%	1%	0%	0%	15%	16%	5%	86%
Against	2%	1%	0%	7%	3%	0%	0%	0%	0%	12%
Not Stated	0%	0%	0%	0%	0%	0%	2%	0%	0%	2%

### Level of support from residents of Five Dock and Rodd Point residents:

- 82% of nearby residents who provided their feedback support a new off-leash dog area at Timbrell Park
- 18% of nearby residents do not support a new off-leash dog area

The reasons for objection from the community members and sporting bodies who do not support an off-leash dog area includes:

- Incompatible shared space with organised sport
- Dogs running onto roads
- Predominantly a sports field utilised for organised sport and families playing informal ball games with children

### The 5 most popular dog breeds of survey respondents

Cavoodle	16%
Kelpie	9%
Border Collie	7%
Labrador	7%
Pug	5%

### Level of Support based on membership of a local sporting body (not necessarily one which trains/plays at Timbrell Park):

- 23% of survey respondents who support this proposal are a member of a sporting body that trains and/or plays within the City of Canada Bay
- 25% of survey respondents who oppose this proposal are a member of a sporting body that trains and/or plays within the City of Canada Bay

### Dog faeces count during the trial

Start of trial	3
Mid trial	2
End of trial	1

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## Timbrell Park, Five Dock - Considerations

### Active Sports Field

The eastern side of Timbrell Park is predominantly a well utilised sports fields accommodating over 5000 stakeholders annually.

Current seasonal hirers of Timbrell Park include:

- Inner West Harbour Cricket Association
- Balmain Touch
- Balmain Junior Touch
- Five Dock Falcons Baseball
- Football Club Five Dock
- Rosebank College
- Concord High School

The clubs that seasonally hire Timbrell Park have repeatedly complained to Council about discarded dog faeces on the fields. Dogs on sportsgrounds are particularly an issue for contact sports such as football, rugby and AFL. Overuse of the sports field may also result in deterioration of the playing surface for training and matches. Training and games for touch football and soccer teams are undertaken at Timbrell Park with a large percentage of junior players.

Objections to this proposal were received from Inner West Harbour Cricket Association, Iron Cove Cricket Club and Balmain Junior Touch Association (including a petition signed by 130 people).

Additionally, Balmain Junior Touch Association have received funding to construct an amenity building at Timbrell Park.

Set out below, are the current seasonal bookings of Timbrell Park. Clause 14.1.C of the Animal Companions Act 1998 in relation to sports fields and dog activity.

Summer Season							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6am							
7am							
8am							
9am							
10am							
11am							
12pm							
1pm							
2pm							
3pm							
4pm							
5pm							
6pm							
7pm							
8pm							
9pm							
10pm							

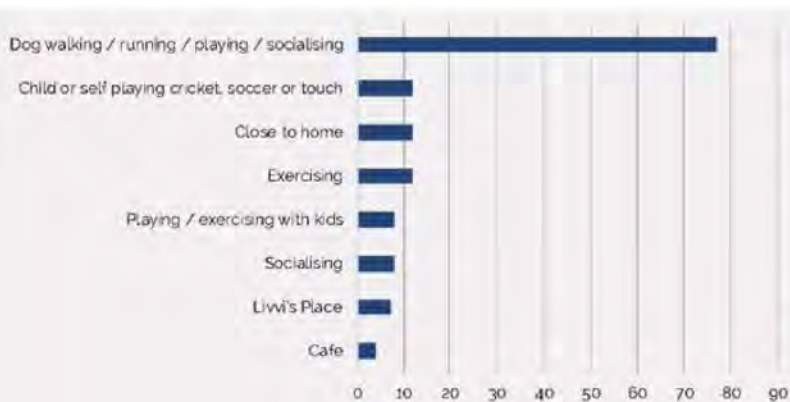
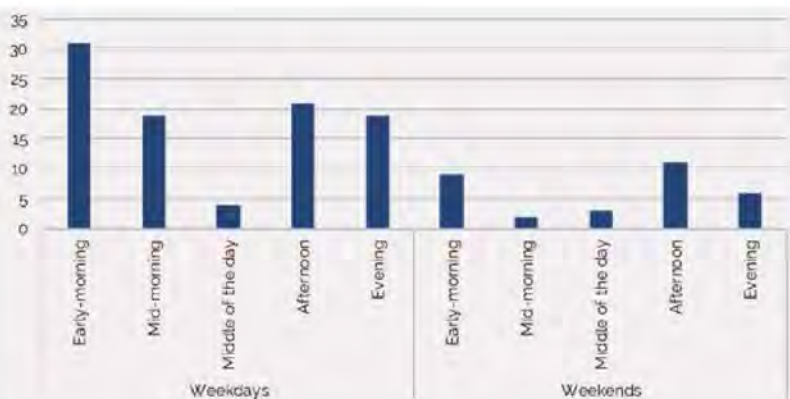
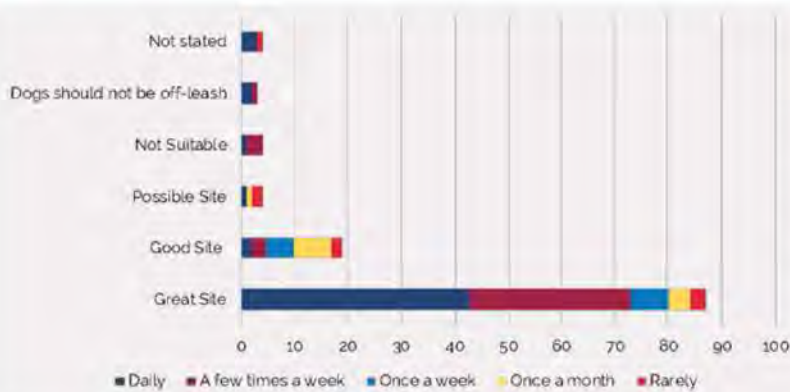
Winter Season							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6am							
7am							
8am							
9am							
10am							
11am							
12pm							
1pm							
2pm							
3pm							
4pm							
5pm							
6pm							
7pm							
8pm							
9pm							
10pm							

### Community Petition

On the 8 August 2018, prior to community consultation, an online petition (<https://www.ipetitions.com/petition/off-leash-dog-exercise-area-at-timbrell-park>) in support of an off-leash dog area at the eastern side of the park was commenced. 249 people (including people located overseas) supported the petition with 91 providing comments.

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## Timbrell Park Community Feedback

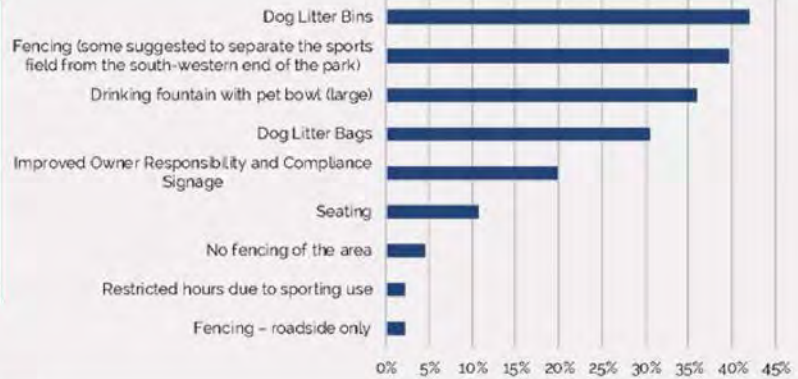


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Provisions suggested to enhance off-leash dog activity at Timbrell Park

Respondents: 131

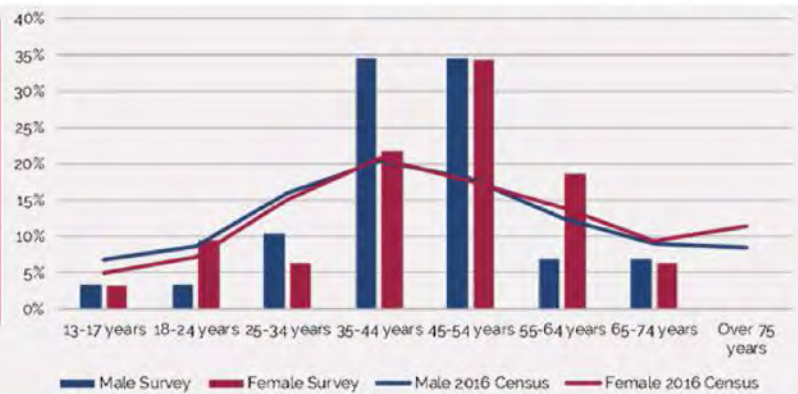
Survey Question: 4



Five Dock survey respondents plotted against 2016 ABS Census

Respondents: 61

Survey Questions: 11, 12 and 13



## **COMMUNITY ENGAGEMENT FINDINGS**

Off-Leash Dog Provision

## Off-Leash Dog Provision to inform the Canine Management Strategy

To assist Council in developing a Canine Management Strategy, the community provided feedback on a variety of off-leash dog area elements.

### The most popular three suggested parks to undertake future off-leash dog trials are:

1. Five Dock Park (outside of the existing fenced off-leash dog area) - 15% of survey respondents
2. Cabarita Park (a section of the park) - 9% of survey respondents
3. Rodd Park (fencing on perimeter of car park) - 9% of survey respondents

### The three biggest concerns about dogs being off-leash are:

1. Dogs running out onto nearby roads - 70% of survey respondents
2. Owners not picking up their dogs' droppings - 53% of survey respondents
3. Young children being left unattended - 53% of survey respondents

### The following statements attracted strong sentiment from survey respondents. Dogs should:

- be allowed near and on sports fields when not in use by a hirer - 87% of survey respondents agreed with this statement
- be allowed in picnic and BBQ areas as long as they are on a leash - 83% of survey respondents agreed with this statement
- be allowed to the boundary of a fenced playground, but not in it, as long as they are on a leash - 78% of survey respondents agreed with this statement
- not be allowed near or on sports fields at anytime - 84% of survey respondents disagreed with this statement
- not be allowed in picnic and BBQ areas - 68% of survey respondents disagreed with this statement

### The most important elements which contribute to a successful off-leash dog area were:

1. Is regularly maintained - 80% of survey respondents
2. Provides opportunities to socialise and strengthen community connections - 73% of survey respondents
3. Provide dog litter bags and bins - 66% of survey respondents
4. Includes a drinking fountain with pet bowl - 66% of survey respondents
5. Located within walking distance (for example, 5 minutes from home) - 62% of survey respondents



## Online Ideas Wall

The online ideas walls provided an opportunity for community members to suggest ideas with other members voting for and against those ideas.

### Off leash dog area when sport not booked

Everyone gets to use the park. It will be multi purpose thereby encouraging social contact and community engagement with everyone using the park. This is really important in a very busy and often isolating city.

67 0

### Secure the off leash dog parks with fences

Ensure dogs cannot run out on the roads Ensure dogs cannot chase after people walking on nearby paths. Creates a safe environment for our dogs to play in together.

26 26

### Free tennis balls for owners and their dogs to play with

This would let owners and their dogs have something to play with when they get to the park instead of perhaps just using sticks lying around.

12 3

### All day dog friendly swimming areas

Not fair our dogs suffer from the heat when we would like to take them with us though they are only allowed early morning and late evening. Our dogs enjoy the warm weather too! 24hrs!

11 0

### Entire park off-leash during agreed set times

By having the parks as off lead during set times with designated on-lead areas within immediate vicinity of kids play areas. It would ensure the public facilities are used equally across all potential users rather than favouring one group of users over another.

9 0

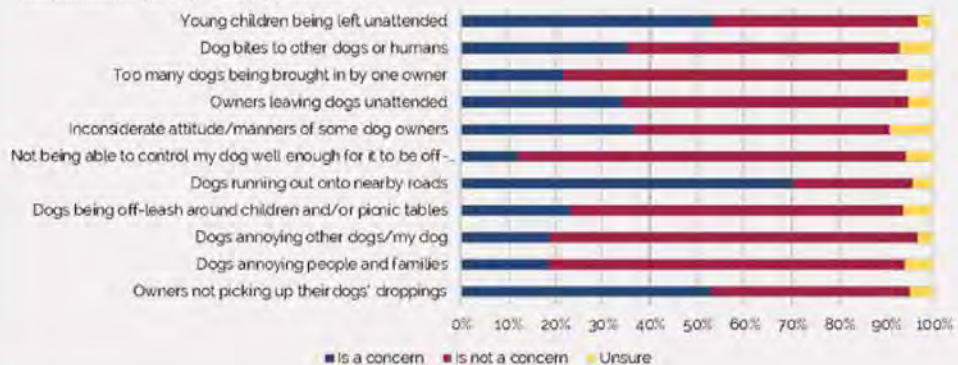
## Off-Leash Dog Provision Community Feedback

Five Dock Park (outside of existing fenced area)	Abbotsford Foreshore	Quarantine Park	Other parks and reserves community members suggested Council should consider undertaking trials at
All parks and reserves	Park closer to Liberty Grove	Massey Park	
Breakfast Point Oval (owned and managed by Breakfast Point Community Association)	Cintra Park (grass netball courts)	Goddard Park	
Rodd Park	Halliday Park (existing restricted dog park)	Edwards Park	
Cabarita Park	Yaralla Estate (NSW Government owned)	Campbell Park	
Foreshore Park, Rhodes	Taplin Park (existing restricted dog park)	Battersea Park	
Henry Lawson Park	St Luke's Park	Majors Bay Reserve	

Respondents: 66  
Survey Question: 8

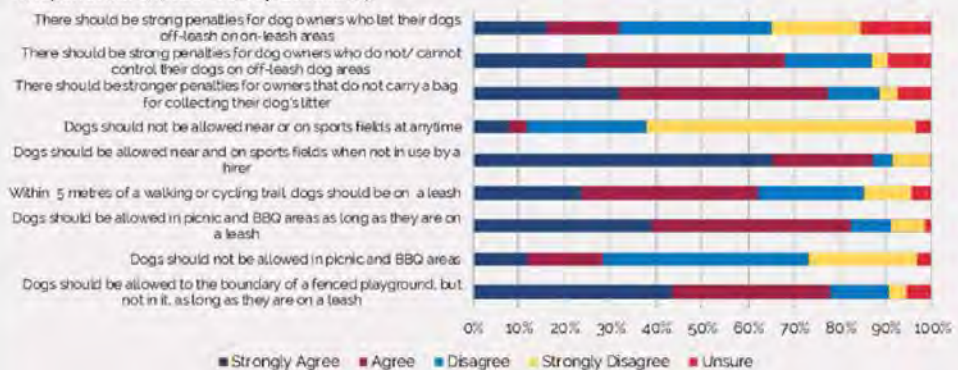
### Community concerns with off-leash dog areas

Respondents: 30-179 Survey Question: 6



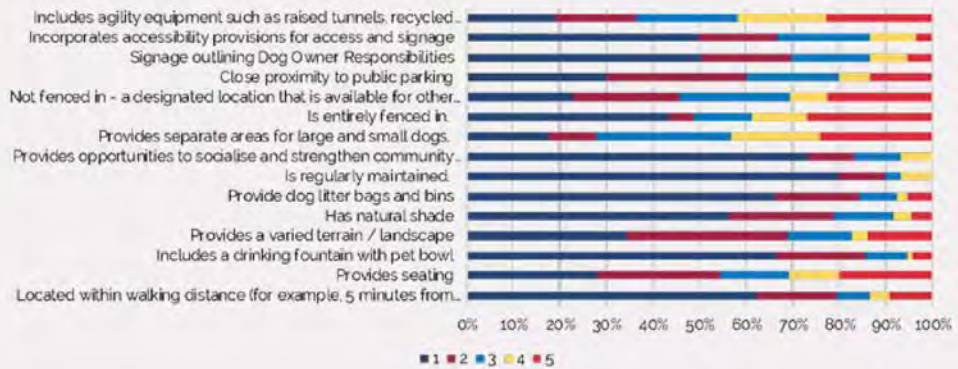
### Community sentiment on the following statements

Respondents: 174-188 Survey Question: 9



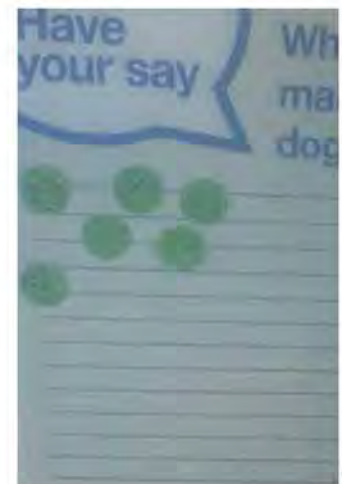
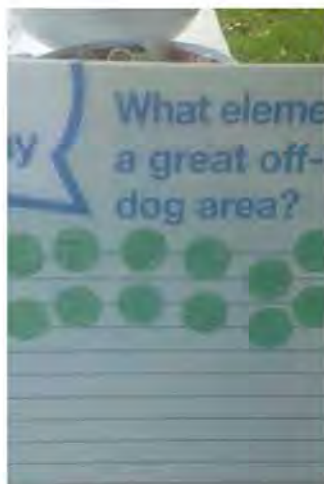
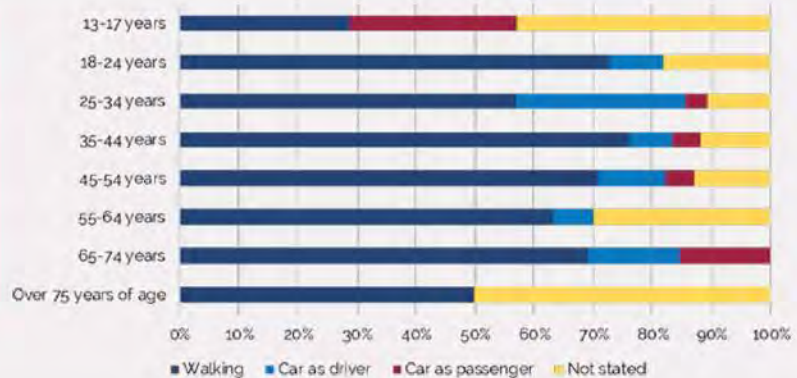
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Community ranking on elements which contribute to a successful off-leash dog area  
(Scale from 1= very important to 5= not important)  
Respondents: 30-186 Survey Question: 10



What modes of transport would most likely be used by different age groups to access an off-leash dog area

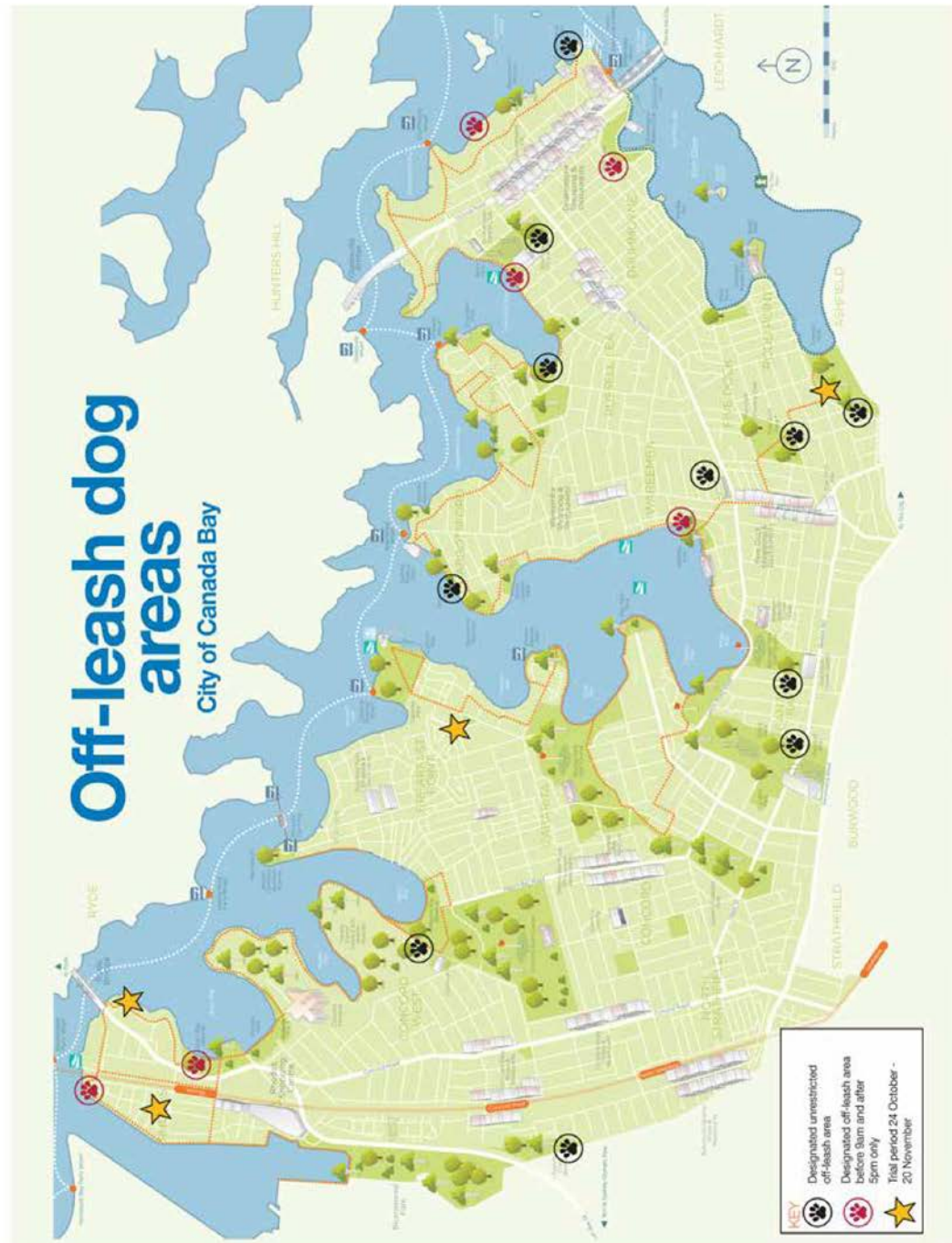
Respondents: 195  
Survey Questions: 12 and 20



## **APPENDICES**

- I - Existing and Trial Off-Leash Dog Areas
- II - Participant Analysis
- III - Community Survey Questions
- IV - Communications Collateral

## Appendix I: Existing and Trial Off-Leash Dog Areas



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## Appendix II: Community Engagement - Participant Analysis

During the 28 day community engagement period, 271 community members and stakeholders provided their input via a range of channels:

Online Submission via survey	169 participants
Online votes on community ideas	154 votes by 37 participants on 5 ideas
Comments made on Facebook	19 participants
Emails received	53 participants
Four Listening Posts attracted over 130 people (King George V Park listening post cancelled due to inclement weather)	33 hard copy surveys completed



### Participation - Demographics

Demographic information was only collected through the online and hard copy surveys. Place of residence was also collected from emails received.

#### Place of Residence

88% of the 239 participants who provided their place of residence were residents of the City of Canada Bay, with 34% of these participants residing in Breakfast Point and Cabarita and 29% in Five Dock. Of the survey respondents who own dogs, 62% live in a separate house, 20% live in a semi-detached / townhouse and 18% live in an apartment.

#### Gender and Age Bracket

Females represented 66% of all survey respondents. The mean age bracket for male and female respondents was 45-54 years old. The City of Canada Bay respondents by gender and age bracket did not reflect the 2016 Australian Bureau of Statistics census data. The largest over-representation, based on the 2016 Census data, was females and males aged between 45-54 years old, 99% and 104% respectively. The largest under-representation was females and males aged over 75 years old, -89% and -79% respectively.

#### Dog Ownership

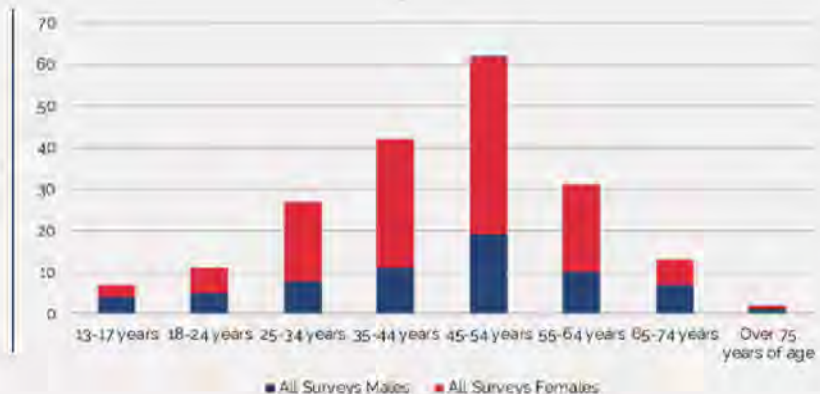
Only 5% of survey respondents stated they did not own a dog. Of the survey respondents who own a dog, 66% are adult dogs with the top five breeds set out below:

1. Cavoodle-16%
2. Labrador-8%
3. Kelpie-7%
4. Border Collie-5%
5. Pug-5%

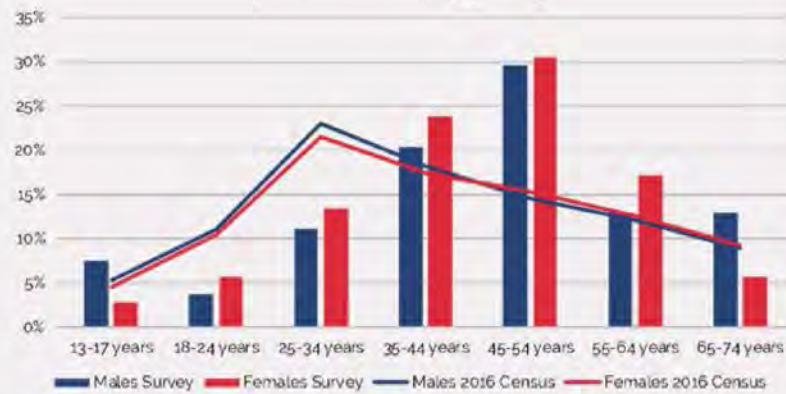
Gender and age bracket of survey respondents

Respondents: 195

Survey Question: 11 and 12

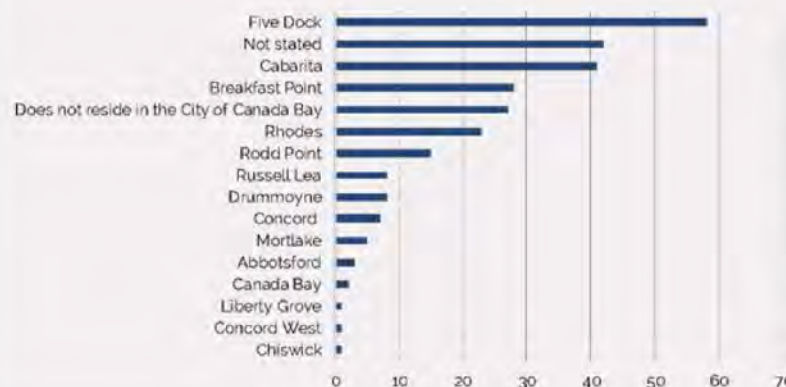


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Gender and age bracket of City of Canada Bay resident survey respondents plotted against the 2016 ABS Census

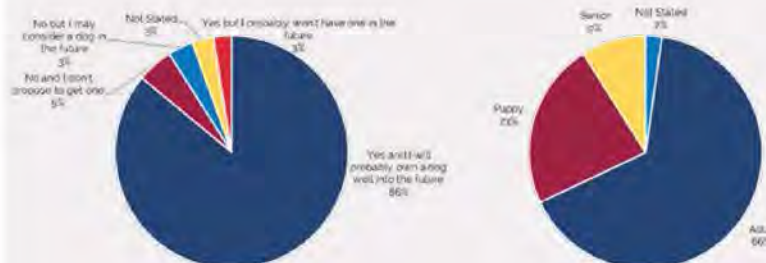
Respondents: 159  
Survey Questions: 11, 12 and 13



Residential suburb of survey respondents

Respondents: 271

Survey Question: 13



Survey respondents who own a dog

Respondents: 38

Survey Questions: 17 and 18

## Appendix III: Community Survey Questions

### YOUR CONTACT DETAILS

Name

Email /  
Phone

Would you like to be kept up-to-date with what's happening in City of Canada Bay via our regular eNewsletter?

### THE FOUR TRIAL AREAS

In this section, please only refer to the parks you would be likely to visit.

#### Q1. How regularly do you visit any of these parks?

	Daily	A few times a week	Once a week	Once a month	Rarely	Never
Kendall Reserve						
King George V Park						
Lower Phoenix Park						
Timbrell Park						

#### Q2. If you do visit these parks what are the main reasons why?

	Reason
Kendall Reserve	
King George V Park	
Lower Phoenix Park	
Timbrell Park	

#### Q3. How well suited do you think these parks are for including an off-leash dog area?

	Great site	Good site	Possible site	Not suitable	I do not know the park well enough	Dogs should not be off-leash
Kendall Reserve						
King George V Park						
Lower Phoenix Park						
Timbrell Park						

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**Q4. What facilities would be required to make these parks appropriate for off-leash dog activity whilst enabling all community members to enjoy them?**

**Q5. If these parks were to include an off-leash dog area, when would you be most likely to visit them?**

	Weekdays					Weekends				
	Early AM	Mid AM	Midday	Early PM	PM	Early AM	Mid AM	Midday	Early PM	PM
Kendall Reserve										
King George V Park										
Lower Phoenix Park										
Timbrell Park										

## ABOUT OFF-LEASH DOG AREAS

**Q.6 What concerns might you have about dogs being off-leash in parks?**

	Is a concern	Is not a concern	Unsure
Owners not picking up their dogs' droppings			
Dogs annoying people and families			
Dogs annoying other dogs/my dog			
Dogs being off-leash around children and/or picnic tables			
Dogs running out onto nearby roads			
Not being able to control my dog well enough for it to be off-leash			
Inconsiderate attitude/manners of some dog owners			
Owners leaving dogs unattended			
Too many dogs being brought in by one owner			
Dog bites to other dogs or humans			
Young children being left unattended			

**Q7. Do you have any other concerns?**

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**Q8. What other parks/reserves should Council consider undertaking an off-leash dog trial at?**

**Q.9. How much do you agree with the following statements?**

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unsure
Dogs should be allowed to the boundary of a fenced playground, but not in it, as long as they are on a leash					
Dogs should not be allowed in picnic and BBQ areas					
Dogs should be allowed in picnic and BBQ areas as long as they are on a leash					
Within 5 metres of a walking or cycling trail, dogs should be on a leash					
Dogs should be allowed near and on sports fields when not in use by a hirer					
Dogs should not be allowed near or on sports fields at anytime					
There should be stronger penalties for owners that do not carry a bag for collecting their dog's litter					
There should be strong penalties for dog owners who do not/cannot control their dogs on off-leash dog areas					
There should be strong penalties for dog owners who let their dogs off-leash on on-leash areas					

**Q10. Using a scale from 1 to 5, where 1 means very important and 5 means not very important, rate the following criteria for a successful off-leash dog area.**

	1	2	3	4	5
Located within walking distance (for example, 5 minutes from home).					
Provides seating					
Includes a drinking fountain with pet bowl					
Provides a varied terrain / landscape					
Has natural shade					
Provide dog litter bags and bins					
Is regularly maintained.					
Provides opportunities to socialise and strengthen community connections.					
Provides separate areas for large and small dogs.					
Is entirely fenced in.					
Not fenced in - a designated location that is available for other uses					
Close proximity to public parking					
Signage outlining Dog Owner Responsibilities					
Incorporates accessibility provisions for access and signage					
Includes agility equipment such as raised tunnels, recycled tyres, bar jumps, resting platforms and/ slalom					

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## ABOUT YOU

**Q11. Please indicate your gender.**

- ☐ Male ☐ Female ☐ I would rather not specify

**Q12. Please provide your age bracket.**

- ☐ Under 13 years old ☐ 25 - 34 years old ☐ 55 - 64 years old  
☐ 13 - 17 years old ☐ 35 - 44 years old ☐ 65 - 74 years old  
☐ 18 - 24 years old ☐ 45 - 54 years old ☐ 75 years old +

If under 13 years of age, please provide your year of birth:

**Q13. Please advise which suburb you live in**

**Q14. What type of dwelling structure do you live in?**

- ☐ Separate House ☐ Semi-detached / Townhouse  
☐ Apartment ☐ Other

**Q15. What best describes the type of household you live in?**

- ☐ I live on my own ☐ I live with my partner  
☐ I live with my partner and young (less than 13 years of age) children ☐ I live alone with young (less than 13 years of age) children  
☐ I live with my partner and dependent (13 - 18 years of age) children ☐ I live alone with dependent (13 - 18 years of age) children  
☐ I live with/without a partner with independent young adults ☐ I live in a share house  
☐ I live with my parents / guardian

**Q16. I am currently an active or playing member of:**

- ☐ A sporting body within the City of Canada Bay ☐ A sporting body outside of the City of Canada Bay ☐ None

**Q17. Do you own a dog?**

- ☐ YES, and I will probably own a dog well into the future ☐ YES, but I probably won't have one in the future  
☐ NO, and I don't propose to get one ☐ NO, but I may consider a dog in the future

**Q18. If you do own a dog, what is its life stage?**

- ☐ Puppy ☐ Adult  
☐ Senior ☐ I do not own a dog

**Q19. If you do own a dog, what is its breed?**

**Q20. Please rank in order (from #1=most likely to #3=least likely) the modes of transport you would use to access an off-leash dog area**

- Car as a driver  Car as a passenger  Walking

**Q21. Do you have any further suggestions?**

## Appendix IV: Communications Collateral

### A5 Postcard

Distributed to 8,000 properties within 500 metre loci of Kendall Reserve, King George V Park, Lower Phoenix Park and Timbrell Park. Additionally distributed via City of Canada Bay Civic Centre, Five Dock Leisure Centre, Five Dock Library, Concord Library and at Listening Posts.

# Have your say

24 Oct – 20 Nov

# Off-leash dog area trials



**Kendall Reserve**  
Kendall Street  
Cabrita



**Timbrell Park**  
Henley Marine Drive  
Five Dock



**King George V Park**  
Concord Road  
Rhodes



**Lower Phoenix Park**  
Shoreline Drive  
Rhodes

**Mayor Angelo Tsirekas invites you to take part in our off-leash dog area trial.**

The City of Canada Bay is trialing off-leash dog areas in four of our parks from Wednesday, 24 October to Tuesday, 20 November 2018. We encourage all dog owners to visit these parks and tell us what you think. Share your opinions on the suitability of each park, what elements make great off-leash dog areas, and how we can work together to ensure our passive open spaces are inclusive for all residents.

- Online 24/7 [canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)
- In-park listening posts
  - Sunday, 28 October 3:30-5:30pm at Lower Phoenix Park
  - Sunday, 4 November 3:30-5:30pm at Kendall Reserve
  - Friday, 9 November 4-6pm at Timbrell Park
  - Thursday, 15 November 5-7pm at King George V Park
- Doggy Day Out on Sunday, 18 November at Five Dock Park
- Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)



### Fun Facts

- Most popular dog breed in the City of Canada Bay is Maltese
- Most popular gender of dogs is male at 56%
- Number of Rhodes dogs micro-chipped in the past five years is 939



City of  
Canada Bay



### Inner West Courier

Tuesday, 30 October 2018



## CITY OF CANADA BAY

WEEKLY UPDATE

### Let your pooch loose in the bay

The City of Canada Bay is trialing off-leash dog areas in four of our parks until Tuesday, 20 November 2018.

We encourage dog owners to visit trial areas in Kendall Reserve in Cabrita and Timbrell Park in Five Dock, as well as King George V Park and Lower Phoenix Park, Rhodes, and tell us what you think.

Share your opinions on the suitability of this park, what elements make great off-leash dog areas, and how we can work together to ensure our passive open spaces are inclusive for all residents.

- Online 24/7 at [canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)
- In-park listening posts
  - Sunday, 4 November 3:30-5:30pm at Kendall Reserve
  - Friday, 9 November 4-6pm at Timbrell Park
  - Thursday, 15 November 5-7pm at King George V Park
- Doggy Day Out on Sunday, 18 November at Five Dock Park
- Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)



### Keep NSW Beautiful Awards

Recently the City of Canada Bay attended the Keep NSW Beautiful Awards. Our team was awarded the Renewable Energy Award and the Habitat and Wildlife Conservation Award – a fantastic result that reflects the City of Canada Bay's ongoing commitment to creating a greener, more sustainable city.

### MAYOR'S MESSAGE

#### Calling on the NSW Government to keep our River free from contamination

I have recently been alerted to ongoing instances of sewage overflowing from Sydney Water facilities into our tributaries and into the Parramatta River.

Amongst the most recent instances, sewage overflow was reported in Concord West. I'm fed up with the State Government for consistently turning a blind eye to Sydney Water's ageing



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### Pull Up Banners

Positioned at City of Canada Bay Civic Centre, Five Dock Leisure Centre, Five Dock Library and Concord Library.

**Have your say**  
24 Oct – 20 Nov

## Off-leash dog area trials

**Kendall Reserve**  
Kendall Street  
Cabarita

**Timbrell Park**  
Henley Marine Drive  
Five Dock

**King George V Park**  
Concord Road  
Rhodes

**Lower Phoenix Park**  
Shoreline Drive  
Rhodes

**Mayor Angelo Tsirekas invites you to take part in our off-leash dog area trial.**

The City of Canada Bay is trialling off-leash dog areas in four of our parks from Wednesday, 24 October to Tuesday, 20 November 2018. We encourage all dog owners to visit these parks and tell us what you think. Share your opinions on the suitability of each park, what elements make great off-leash dog areas, and how we can work together to ensure our parks are open spaces are inclusive for all residents.

- Online 24/7: [canadabayengagementhub.com.au](http://canadabayengagementhub.com.au)
- In-park listening posts
  - Sunday, 28 October 3:30-5:30pm at Lower Phoenix Park
  - Sunday, 4 November 3:30-5:30pm at Kendall Reserve
  - Friday, 9 November 4-6pm at Timbrell Park
  - Thursday, 15 November 5-7pm at King George V Park
- Doggy Day Out on Sunday, 18 November at Five Dock Park
- Email: [parks@canadabay.nsw.gov.au](mailto:parks@canadabay.nsw.gov.au)

**City of Canada Bay**  
[canadabayengagementhub.com.au](http://canadabayengagementhub.com.au)

### Listening Post Signage

Positioned on the pagoda at the listening posts.

**Off-leash dog area trials**  
Happening now

**We encourage dog owners to take advantage of the trial and for all community members to provide feedback.**

**Post and vote on ideas on the boards below**

**Online 24/7 at [canadabayengagementhub.com.au](http://canadabayengagementhub.com.au)**

**Complete a survey**

**City of Canada Bay**

### Site Notification Signage - 5000m x 900m Mesh Banners

Positioned at Kendall Reserve, King George V Park, Lower Phoenix Park and Timbrell Park.

**Off-leash dog area trials**  
Happening now

**We encourage dog owners to take advantage of the trial and for all community members to provide feedback.**

**For more information visit [canadabay.nsw.gov.au](http://canadabay.nsw.gov.au) or phone 9911 6555.**

**City of Canada Bay**

## Site Notification and Compliance Signage - Kendall Reserve

### Have your say

24 Oct – 20 Nov

#### Engagement Opportunities

**Online 24/7**  
[canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)

**Community Listening Post**  
Sunday, 4 November 3.30 – 5.30pm  
Kendall Reserve

## Kendall Reserve Off-Leash Dog Trial

The City of Canada Bay is embarking on building a City-wide plan for our canine companions. The first step is to trial new off-leash dog areas in areas where there are no existing or under-represented off-leash dog areas. Within this fenced area, a trial will be undertaken from Wednesday, 24 October to Tuesday, 20 November.

We encourage dog owners to take advantage of the trial and for all community members to tell us what you think.

Share your opinions on the suitability of this park, what elements make great off-leash dog areas, and how we can work together to ensure our passive open spaces are inclusive for all residents.

**Further information**  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.



## Kendall Reserve off-leash dog trial



A section of this park is being trialled as an off-leash area for dogs.

The period runs from Wednesday, 24 October to Tuesday, 20 November.

Dogs are allowed to be off-leash in the designated area highlighted in red.

Dispose of dog poo: bag it and bin it.

The trial is designed to assess the suitability of the area for off-leash dog use. The trial area is located within the park boundaries and is not to be used for other purposes. The trial is subject to the Local Government Act 1995 and the Local Government Act 1995.

**Further information**  
[www.canadabay.nsw.gov.au](http://www.canadabay.nsw.gov.au)  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.



## Site Notification and Compliance Signage - King George V Park

**Have  
your say**  
24 Oct – 20 Nov

**Engagement  
Opportunities**

**Online 24/7**  
[canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)

**Community Listening Post**  
Thursday, 15 November 5-7pm  
King George V Park

# King George V Park Off-Leash Dog Trial

The City of Canada Bay is embarking on building a City-wide plan for our canine companions. The first step is to trial new off-leash dog areas in areas where there are no existing or under-represented off-leash dog areas. Within this fenced area, a trial will be undertaken from Wednesday, 24 October to Tuesday, 20 November.

We encourage dog owners to take advantage of the trial and for all community members to tell us what you think.

Share your opinions on the suitability of this park, what elements make great off-leash dog areas, and how we can work together to ensure our passive open spaces are inclusive for all residents.

**Further  
information**  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.

 **City of  
Canada Bay**



# King George V Park off-leash dog trial



Off-leash dog trial area

A section of this park is being trialled as an off-leash area for dogs.

The period runs from Wednesday, 24 October to Tuesday, 20 November.

Dogs are allowed to be off-leash in the designated area highlighted in red.

Dispose of dog poo: bag it and bin it.

**Further  
information**  
[www.canadabay.nsw.gov.au](http://www.canadabay.nsw.gov.au)  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.

 **City of  
Canada Bay**



## Site Notification and Compliance Signage - Lower Phoenix Park

### Have your say

24 Oct – 20 Nov

#### Engagement Opportunities

**Online 24/7**  
[canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)

**Community Listening Post**  
Sunday, 28 October 3.30 – 5.30pm  
Lower Phoenix Park

## Lower Phoenix Park Off-Leash Dog Trial

The City of Canada Bay is embarking on building a City-wide plan for our canine companions. The first step is to trial new off-leash dog areas in areas where there are no existing or under-represented off-leash dog areas. Within this fenced area, a trial will be undertaken from Wednesday, 24 October to Tuesday, 20 November.

We encourage dog owners to take advantage of the trial and for all community members to tell us what you think.

Share your opinions on the suitability of this park, what elements make great off-leash dog areas, and how we can work together to ensure our passive open spaces are inclusive for all residents.

**Further information**  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.



## Lower Phoenix Park off-leash dog trial



Off-leash dog trial area

For better integration of existing and proposed leash dogs all off-leash dog areas are provided with a 1:200:000 scale map of the trial area. The map is available for download from the City of Canada Bay website.

A section of this park is being trialled as an off-leash area for dogs. The period runs from Wednesday, 24 October to Tuesday, 20 November. Dogs are allowed to be off-leash in the designated area highlighted in red. Dispose of dog poo: bag it and bin it.

**Further information**  
[www.canadabay.nsw.gov.au](http://www.canadabay.nsw.gov.au)  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.



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Site Notification and Compliance Signage - Timbrell Park

**Have your say**  
24 Oct – 20 Nov

**Engagement opportunities**

**Online 24/7**  
[canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)

**Community listening post**  
Friday, 9 November 4-6pm  
Timbrell Park

## Timbrell Park off-leash dog trial

The City of Canada Bay is building a City-wide plan for our canine companions. The first step is to trial new off-leash dog areas in areas where there are no existing or under-represented off-leash dog areas. Within this fenced area, a trial will be undertaken from Wednesday, 24 October to Tuesday, 20 November.

We encourage dog owners to take advantage of the trial and for all community members to tell us what you think.

Share your opinions on the suitability of this park, what elements make great off-leash dog areas, and how we can work together to ensure our passive open spaces are inclusive for all residents.



**Further information**  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.



City of Canada Bay



## Timbrell Park off-leash dog trial



A section of this park is being trialled as an off-leash area for dogs.

The period runs from Wednesday, 24 October to Tuesday, 20 November.

Dogs are allowed to be off-leash in the designated area highlighted in red, only at times when no sport is scheduled.

Dispose of dog poo: bag it and bin it.

Disposal bins, water, and sheltered areas are not permitted in this area. Please refer to the Local Government Act 1993 and the Local Government Act 1993.

**Further information**  
[www.canadabay.nsw.gov.au](http://www.canadabay.nsw.gov.au)  
Email [parksupgrade@canadabay.nsw.gov.au](mailto:parksupgrade@canadabay.nsw.gov.au)  
or phone 9911 6555.



City of Canada Bay




**Have your say**

## Off-leash dog trial area

24 Oct – 20 Nov

### Timbrell Park

Henley Marine Drive, Five Dock

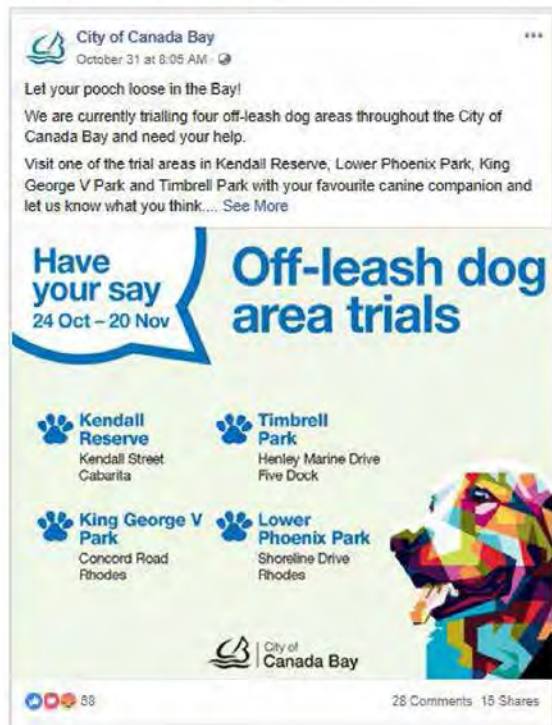



City of Canada Bay  
[canadabay.engagementhub.com.au](http://canadabay.engagementhub.com.au)



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## Social Media Posts



**Proposed permanent off-leash dog exercise sites at Kendall Reserve, King George V Park and Lower Phoenix Park**

Kendall Reserve:



King George V Park:



Lower Phoenix Park:



**ITEM-8            DRAFT ENTERPRISE RISK MANAGEMENT POLICY**

**Department      Corporate Services**

**Author Initials: BP**

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**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.2.2.    Provide Governance and Risk services to ensure compliance with the Local Government Act and other relevant Acts.

**REPORT**

A recent review of Council's Enterprise Risk Management Framework (ERMF) highlighted the need for Council to review its Risk Management Policy, particularly with the recent adoption of the International Standard AS/NZS ISO 31000:2018.

A draft Risk Management Policy is submitted for adoption by Council.

The objectives of the draft Policy are as follows:

- Outline the key elements of Council's Enterprise Risk Management Framework (ERMF)
- Identify Council's Risk Appetite
- Set the roles and responsibilities for managing risk for all staff
- Outline the procedure for managing risk

The policy will set the framework for the ongoing management of Council's ERMF across the organisation.

**RECOMMENDATION**

1.     THAT Council adopt the draft Enterprise Risk Management Policy, and the draft Policy be advertised for a period of 28 days.
2.     THAT a copy of the draft Policy be referred to the Audit Risk and Improvement Committee for their comment.

Attachments:

1. Enterprise Risk Management Policy



## ENTERPRISE RISK MANAGEMENT POLICY

**Date of adoption:** [Click here to enter a date.](#)

**Effective date:** [Click here to enter a date.](#)

Enterprise Risk Management Policy

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## Enterprise Risk Management Policy

### Introduction

Council is committed to create a risk management culture throughout the organisation, where all staff are actively involved in the management of risk and they recognise and accept that risk management is every employee's responsibility and is to be applied to all aspects of their duties.

Council recognises that quality results can only come from fostering and maintaining ownership of risk management at all levels within the organisation. This is not a separate and distinct function but rather an essential element of the whole.

Risk arises in all aspects of Council's operations and at all stages within the life cycle of those operations. It can represent both opportunity and threat, and must therefore be managed appropriately.

The Australian/New Zealand Risk Management Standard (AS/NZS ISO 31000:2018) – defines risk management as the "effect of uncertainty on objectives".

Risk management involves establishing an appropriate risk management framework and culture, and applying logical and systematic risk management processes to all stages in the life cycle of any activity, function or operation. By minimising losses and maximising gains, risk management enables the City of Canada Bay to best meet its organisational and strategic objectives.

### Objectives of the Policy

The objectives of this policy is to:

- Outline the key elements of Council's Enterprise Risk Management Framework
- Identify Council's Risk Appetite
- Set the roles and responsibilities for managing risk for all staff
- Outline the procedure for managing risk

### Policy Statement

The City of Canada Bay commits to being proactive in the management of risk through its enterprise risk management framework which consists of:-

- The Enterprise Risk Management Policy
- The Enterprise Risk Management Strategic Plan
- The Risk Register and Risk Appetite Statements
- The Business Continuity Plan
- The Risk Assessment Procedure (Attachment A)

### Strategic Plan

Council's Enterprise Risk Management Strategic Plan is a comprehensive document outlining Council's Enterprise Risk Management Goals and the actions required to achieve these goals, and when these actions will be completed.

### Risk Register

Council's Risk Register outlines Council's Strategic and Operational risks and aligns Council's objectives with the risk mitigations required to ensure Council's objectives are met.

## Enterprise Risk Management Policy

### Risk Appetite

For risk appetite statements to be effective as a tool to enhance decision-making they need to be accompanied by relevant, quantitative risk tolerances that provide robust indication of how the organisation is performing against each category's appetite.

### Risk Appetite Scale

AVOID (little-to-no-appetite) 1	AVERSE (small appetite) 2	ACCEPT (medium appetite) 3	RECEPTIVE (large appetite) 4
Avoidance of risk and uncertainty is key to achieving objectives	Prefer safe options with little risk of adverse exposure	Consider all options and choose most likely for successful delivery with reasonable degree of protection	Will engage with risks and opportunities when the potential benefit is great

The table below, provides a summary of Canada Bay Council's risk appetite position across their identified risk categories. Each category has at least one shaded cell, which represents the general appetite position. Some categories contain multiple shaded cells, which is indicative of a willingness to adjust the appetite in certain circumstances.

### Summary Risk Appetite positions

Canada Bay Council Risk Appetites				
Category	Avoid	Averse	Accept	Receptive
Community & Civic Leadership				General
Financial Sustainability		General		
IT Infrastructure & Systems			General	
People Management				General
Service Delivery	General			
Asset Management		General		
Corporate Governance, Compliance & Regulatory	General			
Environmental Influences				General
Projects (General)		General		
Work Health & Safety	General			

Enterprise Risk Management Policy

## Canada Bay Risk Appetite Statements

### Community and Civic Leadership

#### **Appetite – Receptive**

As a general position Council is willing to be Receptive to risk relating to activities that may prove to be politically challenging in undertaking their Community and Civic Leadership role. In the pursuit of this type of risk Council will consider all options for the successful delivery of operations while ensuring a reasonable degree of due diligence.

### Financial Sustainability

#### **Appetite – Averse to Accept**

As a general position Council has an Averse risk appetite with relation to significant financial decisions which may negatively impact on council's financial sustainability, and will take safe options to limit risk exposures.

Council, however, is willing to Accept risk to general financial activity and the finance related delivery of the Operational Plan, and will consider all options and choose the most likely for successful delivery with a high degree of protection.

### IT Infrastructure & Systems

#### **Appetite – Accept to Averse**

As a general position Council is willing to Accept risk relating to the resilience of its IT infrastructure and support systems. Council does, however, have an Averse risk appetite where Council's IT Infrastructure and system's security and robustness is compromised. Council will consider all options with regard to risk in this area and choose the most likely for successful delivery with a high degree of protection.

### People Management

#### **Appetite – Receptive to Accept**

As a general position Council is willing to be Receptive to risk in regard to people management matters. This position allows Council to consider all opportunities available to develop framework and systems to ensure a well-trained, qualified, flexible and agile workforce. Council will however, in some situations, adopt an Accept appetite to risk and will consider all options and choose the most likely for successful delivery with a reasonable degree of protection.

### Service Delivery

#### **Appetite – Avoid to Averse**

Council will seek to Avoid risk and uncertainty relating to operational situations that would adversely impact delivery of services to the community. Council will endeavour to avoid any circumstances which may result in any disruption to services to the community. Council may, however, be Averse to some risk in this area where minor disruption for short periods will provide long-term benefits that outweigh the consequences.

### Infrastructure Management

#### **Appetite – Averse to Accept**

As a general position Council has an Averse risk appetite to taking on risk relating to the effective management of assets or infrastructure. Council, however, is willing to Accept some risk in the management of assets if the potential opportunities and long term benefits are great, but will be addressed with a degree of risk protection.

### Corporate Governance, Compliance & Regulatory

#### **Appetite – Avoid**

Council has an Avoid risk appetite for taking on risk relating to corporate governance, compliance & regulatory matters, including the efficient and effective direction and operation of the organisation; ethical, responsible and transparent

#### Enterprise Risk Management Policy

decision making; corruption, fraud; procedural/policy, legal and legislative compliance. Whilst understanding that operations must continue, Council prefers to engage with safe options that will avoid potential adverse risk exposure.

#### Environmental Influences

##### **Appetite – Receptive to Accept**

Council will be receptive to risk in relation to high value environmental projects and consider all opportunities available in the management of the environment. However, Council may need to adopt an Accept position in this area where successful delivery is achievable with a reasonable degree of protection.

#### Projects (General)

##### **Appetite – Averse to Accept**

As a general position Council has an Averse risk appetite with relation to significant projects which may negatively impact on council's asset/infrastructure management and financial sustainability. Council will endeavour to take safe options to limit risk exposures. Council, however, is willing to Accept some risk relating to projects where the ongoing benefits to the community outweigh the potential negative risk impacts. Council will always consider all options and choose the most likely for successful delivery with a reasonable degree of protection.

This is Council's general risk appetite position relating to projects but each project will need to be assessed on a project by project basis.

#### Work Health & Safety

##### **Appetite – Avoid**

Council will seek to Avoid risk (and has no appetite for risk) and uncertainty with regard to Risks relating to accident, injury or illness to Council staff, Councillors, contractors, visitors or members of the public.

## Enterprise Risk Management Policy

### Roles and Responsibilities

#### Elected Representatives

Responsible for the adoption and commitment to the Enterprise Risk Management Policy

#### General Manager

Responsible for the implementation and effective operation of the Enterprise Risk Management Framework, and responding to and reporting on significant risks that may arise from time to time.

#### Leadership Team

Responsible for-

- Promoting and supporting risk management practices throughout Council and enhancing the organisational culture by encouraging a risk management mindset in all employees
- Providing a safe and healthy working environment for all employees, members of the public, and all those involved in Council activities and facilities
- Communicating this Policy and provide appropriate education, information and training in risk management to all staff, contractors and volunteers
- Ensure the systematic identification, evaluation, reporting and recording of potential risks and proactively manage the impact of risk on Council operations

#### Operational Managers, Co-ordinators and Team Leaders

Responsible for the implementation and maintenance of the enterprise risk management processes within their departments in accordance with Council's Enterprise Risk Management Framework, and to ensure staff understand their responsibilities regarding risk management.

#### Risk Management Officer

Responsible for the provision of advice, training and assistance to management and staff in all risk management matters, and the administration of Council's risk management functions.

#### Staff

Responsible for compliance with Council's Enterprise Risk Management Policy

### Performance Review

This policy is to be approved by Council and to be reviewed by the Leadership Team every two (2) years, to ensure ongoing reviews of its risk management strategy to ensure its continued suitability and effectiveness. All records of such reviews are to be maintained and registered in Council's Document Management Systems.

Risk Assessments undertaken and progress on the Strategic Plan will be reported to the Leadership Team on a six monthly basis.

Enterprise Risk Management Policy

## Attachment A

### Risk Management Procedure

There is a specific procedure to follow when it comes to performing a risk assessment. The overall process can be itemised as follows:-

- **Identification** – perform a brainstorming session where all conceivable risks are itemised
- **Planning** – once defined, plan for contingencies as part of the overall project plan; implement controls as needed
- **Derive Safeguards** – place specific 'fall backs' into the overall project plan as contingencies for risks if they arise
- **Monitor** – Continuously monitor the project to determine if any defined (or unexpected) risks manifest themselves

### Managing the Risk

Being aware of what the risks are, will dictate how effective each risk management option might be.

- **Accept the Risk** – this means that while you have identified the risk and logged it in your risk assessment, you take no action, as you are accepting that it might happen.
- **Avoid the Risk** – change your plans completely to avoid the risk – eg. Capital projects due to start in season when it's known rain usually occurs daily; change the time to start the project
- **Reduce the Risk** – limit the impact of the risk, so that if it does occur, the problem it creates is smaller and easier to fix – eg. Raised footpaths creating possible trip hazard – repair the raised area so as to ensure no one trips

The responsible person must assess the risk of harm to the health or safety of workers or third parties arising from any hazard identified and reported.

The assessment shall determine how likely it is that someone could be harmed, how serious the injury or illness could be and, with the use of the 'risk matrix' (attachment B), determine how dangerous the risk hazard is and how important it is to do something to control the hazard.

The responsible person must ensure that a risk assessment is conducted to identify hazards:

- Immediately prior to commencing a project/works
- While work is being carried out.
- When new or additions are made to the project/works

### Review Assessment and Control Measures


All responsible people shall ensure that any risk assessment and control measures are reviewed whenever:

- There is evidence that the risk assessment is no longer valid.
- An employee or third party is harmed from exposure to a hazard that the assessment relates.
- A significant change is proposed in the work method or work environment to which the assessment relates;
- At least annually.

The Risk Officer will train relevant staff in the risk assessment procedure and will review each risk assessment at an appropriate time during any project.

RISK ASSESSMENT FORM					
<b>Activity / Assessment Details</b>					
Activity: <input style="width: 150px;" type="text"/>		Section/Department: <input style="width: 150px;" type="text"/>		Undertaken By: <input style="width: 150px;" type="text"/>	
Date: <input style="width: 150px;" type="text"/>		Date of Assessment: <input style="width: 150px;" type="text"/>		Review Date: <input style="width: 150px;" type="text"/>	
Location: <input style="width: 150px;" type="text"/>					
<b>Equipment / Plant Required</b>		<b>Qualifications / Certificates</b>		<b>Legislation</b>	
Describe all equipment/plant to be used		Qualifications/Certificates of Competency/ Training Experience Required to Carry out/ Complete Task or Activity		Relevant Legislation/Codes of Practice/Standards	
<input style="width: 150px;" type="text"/>		<input style="width: 150px;" type="text"/>		<input style="width: 150px;" type="text"/>	
<b>Risk Assessment</b>					
Please refer to the Risk Matrix located on page 3 to ascertain the Risk Rating. The Risk Ratings are to be agreed to in consultation with relevant staff from the area concerned.					
Identified Hazards (List all known hazards)	Identified Risks	Risk Category	Inherent Risk Rating	Risk Control Measures (List all control measures)	Residual Risk Rating
<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 100px;" type="text"/>
<b>Consultation</b>					
Name: <input style="width: 150px;" type="text"/>		Name: <input style="width: 150px;" type="text"/>		Name: <input style="width: 150px;" type="text"/>	
Signature: <input style="width: 150px;" type="text"/>		Signature: <input style="width: 150px;" type="text"/>		Signature: <input style="width: 150px;" type="text"/>	
Date: <input style="width: 150px;" type="text"/>		Date: <input style="width: 150px;" type="text"/>		Date: <input style="width: 150px;" type="text"/>	

### Attachment B

<div><div>RISK MATRIX</div></div>								Likelihood						
								Project	Will not happen	Likely to occur in less than 2-3 projects of this kind	Likely to occur between 3-4 and 5-6 projects of this kind	Likely to occur between 6-7 and 8-9 projects of this kind	Predicted to occur in more than 10-12 projects of this kind	
								Ongoing Program	Less than once every 50 years	May occur once every 10 years	May occur once every 10 years	May occur once every 10 years	May occur more than once per year	
								Historical	Has occurred once or twice in the industry	Has occurred once or twice in the industry	Has occurred several times in the industry	Has occurred many times in the industry	Occurs regularly in the industry	
Consequence								WHS	Could happen, but probably never will	Could happen, but very rarely	Could happen occasionally	Could happen at any time	Expected to occur in most circumstances (existing normal operations)	
Business Activities	Community	Environmental	Finance/Property	IT	Liability/Legal	Reputation	WHS		Rare	Unlikely	Possible	Likely	Almost Certain	
Extensive impact/disruption to business activities. Threat to viability of program or service	Cost containment and risk. One or more major injuries within the region threatened.	Facilities at risk. Extensive release of hazardous materials. Significant environmental impact. Long term remediation required.	Extensive financial loss, excess of \$1 million or 25% of program/project value. Loss of program or business operation.	Extensive and total loss of functions across the organization. Disaster management required.	Extensive litigation/loss with possible class actions. Extensive financial loss. Substantial reputational damage.	Extensive public outcry. Potential national media attention. Loss of State Government support with scuttling of program and removal of the Council.	Death, permanent disability or disease	Catastrophic	Medium (6)	High (16)	Extreme (20)	Extreme (23)	Extreme (25)	
Major impact to business activities with long term significance.	Public inconvenience and disruption. Potential for significant harm to sectors within community. Damage to relationships and loss of support.	Major environmental impact. Release of hazardous materials. Contaminated water. Significant impact on local ecosystems.	Major financial loss, \$500,001 - \$1 million or 10% - 25% of program/project value. Critical loss or need requiring replacement of equipment or infrastructure.	Loss of critical functions across multiple areas of the organization. Long term damage. Disaster management required with external resources.	Major complaints with litigation/losses and long term significance. Very high loss to organization. Long term reputational damage and major financial impact.	Serious public outcry. State media attention and long term loss of support from community.	Extreme injury, long term illness	Major	Medium (7)	Medium (12)	High (17)	Extreme (21)	Extreme (24)	
Significant impact on business activities (medium investigation)	Considerable disruption or inconvenience to the community. Significant impact on local ecosystems.	Significant environmental impact. Contaminated water. Significant impact on local ecosystems.	Significant financial loss, \$100,001 - \$500,000 or 5% - 10% of program/project value. Considerable impact on program/business operations.	Significant downtime or outage in multiple areas of the organization. Substantial management required with Council resources.	Significant claim or breach involving the organization. Investigation. Protracted possible with significant financial impact.	Significant public criticism with potential media attention. Short term loss of support from community.	Medical attention required. Several days off work	Moderate	Low (4)	Medium (10)	High (15)	High (18)	Extreme (22)	
Contained impact on business activities (short term significance)	Some inconvenience to the community. Minor impact on local ecosystems.	Minor environmental impact. Contaminated water. Minor impact on local ecosystems.	Minor financial loss, \$10,001 - \$100,000 or 1% - 5% of program/project value. Short term impact, mostly repairable through normal operations.	Minor downtime or outage in single area of organization. Addressed with local management and resources.	Contained complaint or action with short term significance. Moderate loss to organization. Some impact on normal operations.	Significant local community concern and criticism. Manageable through good public relations.	First aid required	Minor	Low (2)	Low (5)	Medium (11)	High (13)	High (19)	
Isolated, internal or minimal impact on business activities	None to minimal impact. Minor inconvenience to the community.	Minimal environmental impact. Contaminated water. Minimal impact on local ecosystems.	Negligible financial loss, less than \$10,000 or <1% of program/project value. Short term impact, repairable through normal operations.	No measurable operational impact to Council.	Isolated, internal or minimal complaint. Minimal loss to organization.	Isolated, internal or minimal concern.	Minor injury, no first aid required	Insignificant	Low (1)	Low (3)	Low (6)	Medium (9)	High (14)	

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RISK ASSESSMENT FORM		RISK TOLERANCE AND WHS CONTROL HIERARCHY	
Risk Tolerance Levels (WHS/Safety only)		Risk Tolerance Levels (All other risks)	
Risk Rating	Risk Treatment	Risk Rating	Risk Treatment
Extreme 20-25	Activities must be suspended immediately until hazard can be eliminated or controlled or reduced to a lower level.	Extreme 20-25	Activities must be suspended immediately until risks can be eliminated or controlled or reduced to a lower level. Report risk to your manager or director, and contact Risk Management Officer for advice. Risk Management Committee to be advised.
High 13-19	Hazards are unacceptable and must be eliminated or controlled in accordance with the Hierarchy of Hazard Control.	High 13-19	Risks are considered significant. Ensure all controls identified are in place and review processes regularly. Contact Risk Management Officer for advice.
Medium 7-12	No real or significant hazard exists. Controls required to increase the comfort level of the public.	Medium 7-12	Risks are considered acceptable. Ensure all controls identified are in place and schedule regular review.
Low 1-6	No real or significant hazard exists. Controls are not required but may increase the comfort level of the public.	Low 1-6	No significant risks exist. Ensure controls are in place and monitor progress.

Hierarchy of WHS Hazard Control Measures	
WHS risks should be controlled using the following measures beginning at Level 1. A combination of measures may be used.	
Level 1	Eliminate the hazards
Level 2	Substitute the hazard with something safer Isolate the hazard from people
Level 3	Reduce the risks through engineering controls Reduce exposure to the hazard using administrative controls Use personal protective equipment

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**ITEM-9            CASH AND INVESTMENT REPORT FOR NOVEMBER  
2018**

**Department    Corporate Services**

**Author Initials: TM**

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**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.2.3.    Ensure Council's long-term financial sustainability by providing effective Financial Management.

**REPORT**

The Cash at Bank and Cash Investments are summarised below:

<b>Month</b>	<b>Cash At Bank</b>	<b>Cash Investments</b>	<b>Total Cash</b>
November 2018	\$3,204,325.56	\$110,422,603.28	\$113,626,928.84

The detailed Schedule of Investments held as at 21 November 2018 is also provided as follows:

Statement of Cash Investments 21 November 2018

STATEMENT OF CASH INVESTMENTS						
Maturity Date	Bank/Issuer	Fair Value	Term	Interest	Issue Date	Investment Type
23/11/18	AMP Bank	\$1,000,000.00	183	2.75%	24/05/18	Term Deposits
29/11/18	Defence Bank	\$1,000,000.00	365	2.75%	29/11/17	Term Deposits
30/11/18	Australian Military Bank	\$1,000,000.00	366	2.65%	29/11/17	Term Deposits
07/12/18	MyState Ltd	\$2,000,000.00	364	2.70%	08/12/17	Term Deposits
12/12/18	National Australia Bank	\$2,500,000.00	89	2.67%	14/09/18	Term Deposits
14/12/18	Credit Union Australia	\$2,000,000.00	364	2.65%	15/12/17	Term Deposits
20/12/18	National Australia Bank	\$2,500,000.00	97	2.68%	14/09/18	Term Deposits
09/01/19	Commonwealth Bank of Australia	\$1,000,000.00	308	2.60%	07/03/18	Term Deposits
11/01/19	National Australia Bank	\$2,000,000.00	91	2.68%	12/10/18	Term Deposits
18/01/19	Police Credit Union SA	\$1,000,000.00	304	2.80%	20/03/18	Term Deposits
23/01/19	Members Equity Bank	\$2,000,000.00	182	2.85%	25/07/18	Term Deposits
25/01/19	Suncorp Metway	\$2,500,000.00	273	2.75%	27/04/18	Term Deposits
01/02/19	Bank of Queensland	\$2,000,000.00	224	2.80%	22/06/18	Term Deposits
05/02/19	AMP Bank	\$1,000,000.00	266	2.75%	15/05/18	Term Deposits
08/02/19	AMP Bank	\$1,000,000.00	266	2.75%	18/05/18	Term Deposits
15/02/19	Westpac Bank	\$3,545,308.22	364	2.65%	16/02/18	Term Deposits
22/02/19	ING Bank	\$2,000,000.00	364	2.64%	23/02/18	Term Deposits
01/03/19	Westpac Bank	\$2,000,000.00	366	2.64%	28/02/18	Term Deposits
08/03/19	AMP Bank	\$2,000,000.00	273	2.75%	08/06/18	Term Deposits
08/03/19	Suncorp Metway	\$3,000,000.00	186	2.70%	03/09/18	Term Deposits
15/03/19	AMP Bank	\$1,000,000.00	275	2.80%	13/06/18	Term Deposits
20/03/19	Bankwest	\$1,000,000.00	239	2.80%	24/07/18	Term Deposits
20/03/19	National Australia Bank	\$1,500,000.00	145	2.67%	26/10/18	Term Deposits
22/03/19	Suncorp Metway	\$2,000,000.00	280	2.80%	15/06/18	Term Deposits
29/03/19	Commonwealth Bank of Australia	\$2,000,000.00	359	2.74%	04/04/18	Term Deposits
12/04/19	Westpac Bank	\$2,000,000.00	364	2.75%	13/04/18	Term Deposits
16/04/19	Commonwealth Bank of Australia	\$1,000,000.00	298	2.80%	22/06/18	Term Deposits
23/04/19	Bank of Queensland	\$2,000,000.00	273	2.75%	24/07/18	Term Deposits
03/05/19	Bankwest	\$1,000,000.00	266	2.85%	10/08/18	Term Deposits
10/05/19	Australian Military Bank	\$1,000,000.00	301	3.06%	13/07/18	Term Deposits
07/06/19	Bankwest	\$2,000,000.00	296	2.80%	15/08/18	Term Deposits
12/06/19	Bank of Queensland	\$1,000,000.00	306	2.75%	10/08/18	Term Deposits
14/06/19	Auswide Bank Ltd	\$1,000,000.00	364	2.90%	15/06/18	Term Deposits
21/06/19	Bankwest	\$1,500,000.00	298	2.75%	27/08/18	Term Deposits
28/06/19	Suncorp Metway	\$1,500,000.00	296	2.70%	05/09/18	Term Deposits
05/07/19	Bankwest	\$2,000,000.00	276	2.70%	02/10/18	Term Deposits
12/07/19	Bank of Queensland	\$1,000,000.00	283	2.75%	02/10/18	Term Deposits
01/09/19	Westpac Bank	\$2,566,250.00	365	2.80%	01/09/18	Term Deposits
02/09/19	Westpac Bank	\$2,566,250.00	365	2.80%	02/09/18	Term Deposits
05/09/19	Westpac Bank	\$2,566,250.00	365	2.80%	05/09/18	Term Deposits
06/09/19	Bank Australia Ltd	\$2,000,000.00	364	2.75%	07/09/18	Term Deposits
09/09/19	Westpac Bank	\$2,053,000.00	365	2.75%	09/09/18	Term Deposits
16/09/19	Westpac Bank	\$2,566,250.00	365	2.75%	16/09/18	Term Deposits
21/09/19	Westpac Bank	\$1,540,050.00	365	2.74%	21/09/18	Term Deposits
11/10/19	ING Bank	\$2,000,000.00	696	2.90%	14/11/17	Term Deposits
31/01/20	Commonwealth Bank of Australia	\$1,500,000.00	728	2.83%	02/02/18	Term Deposits
29/04/19	Bank of Queensland	\$1,000,000.00	1278	3.07%	29/10/15	Floating Rate Notes
18/07/19	Members Equity Bank	\$2,000,000.00	731	3.38%	17/07/17	Floating Rate Notes
02/08/19	QT Mutual Bank Ltd	\$2,000,000.00	730	3.12%	02/08/17	Floating Rate Notes
13/07/20	Auswide Bank Ltd	\$1,000,000.00	731	3.09%	13/07/18	Floating Rate Notes
18/08/20	Bendigo and Adelaide Bank	\$2,000,000.00	1825	3.06%	20/08/15	Floating Rate Notes
20/10/20	Suncorp Metway	\$1,000,000.00	1827	3.18%	20/10/15	Floating Rate Notes
09/11/20	Members Equity Bank	\$2,000,000.00	832	3.22%	31/07/18	Floating Rate Notes
06/12/20	QBANK	\$1,000,000.00	1096	3.45%	06/12/17	Floating Rate Notes
03/06/21	Westpac Bank	\$500,000.00	1072	3.10%	27/06/18	Fixed Rate Notes
10/09/21	AMP Bank	\$2,000,000.00	1096	3.01%	10/09/18	Floating Rate Notes
10/09/21	AMP Bank	\$1,000,000.00	1086	3.01%	20/09/18	Floating Rate Notes
15/11/21	Bank of China	\$2,000,000.00	1096	2.97%	15/11/18	Floating Rate Notes
16/08/22	Suncorp Metway	\$2,500,000.00	1390	2.93%	26/10/18	Floating Rate Notes
03/02/23	Bank of Queensland	\$2,000,000.00	1635	3.08%	13/08/18	Floating Rate Notes
06/02/23	Newcastle Permanent Building Society	\$2,000,000.00	1707	3.37%	05/06/18	Floating Rate Notes
16/08/23	Commonwealth Bank of Australia	\$1,500,000.00	1826	2.89%	16/08/18	Floating Rate Notes
21/11/18	Commonwealth Bank of Australia	\$4,019,245.06		1.45%		At Call
<b>TOTAL INVESTMENTS at 21/11/18</b>		<b>\$110,422,603.28</b>		<b>2.78%</b>		
TOTAL INVESTMENTS at 31/10/18		\$110,417,203.34				
Net Increase/(Decrease) in Investments		\$5,399.94				

## **RECOMMENDATION**

THAT the Cash and Investment Report for November 2018 be received and noted.

Attachments:

1. Investment Report for 21 November 2018

INVESTMENT  
REPORT  
NOVEMBER 2018

INVESTMENT REPORT NOVEMBER 2018

Investment Report NOVEMBER 2018

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Investment Report NOVEMBER 2018

## NOVEMBER 2018 Investment Report

Statement of Cash Investments as at 21 November 2018

STATEMENT OF CASH INVESTMENTS						
Maturity Date	Bank/Issuer	Fair Value	Term	Interest	Issue Date	Investment Type
23/11/18	AMP Bank	\$1,000,000.00	183	2.75%	24/05/18	Term Deposits
29/11/18	Defence Bank	\$1,000,000.00	365	2.75%	29/11/17	Term Deposits
30/11/18	Australian Military Bank	\$1,000,000.00	366	2.65%	29/11/17	Term Deposits
07/12/18	MyState Ltd	\$2,000,000.00	364	2.70%	08/12/17	Term Deposits
12/12/18	National Australia Bank	\$2,500,000.00	89	2.67%	14/09/18	Term Deposits
14/12/18	Credit Union Australia	\$2,000,000.00	364	2.65%	15/12/17	Term Deposits
20/12/18	National Australia Bank	\$2,500,000.00	97	2.68%	14/09/18	Term Deposits
09/01/19	Commonwealth Bank of Australia	\$1,000,000.00	308	2.60%	07/03/18	Term Deposits
11/01/19	National Australia Bank	\$2,000,000.00	91	2.68%	12/10/18	Term Deposits
18/01/19	Police Credit Union SA	\$1,000,000.00	304	2.80%	20/03/18	Term Deposits
23/01/19	Members Equity Bank	\$2,000,000.00	182	2.85%	25/07/18	Term Deposits
25/01/19	Suncorp Metway	\$2,500,000.00	273	2.75%	27/04/18	Term Deposits
01/02/19	Bank of Queensland	\$2,000,000.00	224	2.80%	22/06/18	Term Deposits
05/02/19	AMP Bank	\$1,000,000.00	266	2.75%	15/05/18	Term Deposits
08/02/19	AMP Bank	\$1,000,000.00	266	2.75%	18/05/18	Term Deposits
15/02/19	Westpac Bank	\$3,545,308.22	364	2.65%	16/02/18	Term Deposits
22/02/19	ING Bank	\$2,000,000.00	364	2.64%	23/02/18	Term Deposits
01/03/19	Westpac Bank	\$2,000,000.00	366	2.64%	28/02/18	Term Deposits
08/03/19	AMP Bank	\$2,000,000.00	273	2.75%	08/06/18	Term Deposits
08/03/19	Suncorp Metway	\$3,000,000.00	186	2.70%	03/09/18	Term Deposits
15/03/19	AMP Bank	\$1,000,000.00	275	2.80%	13/06/18	Term Deposits
20/03/19	Bankwest	\$1,000,000.00	239	2.80%	24/07/18	Term Deposits
20/03/19	National Australia Bank	\$1,500,000.00	145	2.67%	26/10/18	Term Deposits
22/03/19	Suncorp Metway	\$2,000,000.00	280	2.80%	15/06/18	Term Deposits
29/03/19	Commonwealth Bank of Australia	\$2,000,000.00	359	2.74%	04/04/18	Term Deposits
12/04/19	Westpac Bank	\$2,000,000.00	364	2.75%	13/04/18	Term Deposits
16/04/19	Commonwealth Bank of Australia	\$1,000,000.00	298	2.80%	22/06/18	Term Deposits
23/04/19	Bank of Queensland	\$2,000,000.00	273	2.75%	24/07/18	Term Deposits
03/05/19	Bankwest	\$1,000,000.00	266	2.85%	10/08/18	Term Deposits
10/05/19	Australian Military Bank	\$1,000,000.00	301	3.06%	13/07/18	Term Deposits
07/06/19	Bankwest	\$2,000,000.00	296	2.90%	15/08/18	Term Deposits
12/06/19	Bank of Queensland	\$1,000,000.00	306	2.75%	10/08/18	Term Deposits
14/06/19	Auswide Bank Ltd	\$1,000,000.00	364	2.90%	15/06/18	Term Deposits
21/06/19	Bankwest	\$1,500,000.00	298	2.75%	27/08/18	Term Deposits
28/06/19	Suncorp Metway	\$1,500,000.00	296	2.70%	05/09/18	Term Deposits
05/07/19	Bankwest	\$2,000,000.00	276	2.70%	02/10/18	Term Deposits
12/07/19	Bank of Queensland	\$1,000,000.00	283	2.75%	02/10/18	Term Deposits
01/09/19	Westpac Bank	\$2,566,250.00	365	2.80%	01/09/18	Term Deposits
02/09/19	Westpac Bank	\$2,566,250.00	365	2.80%	02/09/18	Term Deposits
05/09/19	Westpac Bank	\$2,566,250.00	365	2.80%	05/09/18	Term Deposits
06/09/19	Bank Australia Ltd	\$2,000,000.00	364	2.75%	07/09/18	Term Deposits
09/09/19	Westpac Bank	\$2,053,000.00	365	2.75%	09/09/18	Term Deposits
16/09/19	Westpac Bank	\$2,566,250.00	365	2.75%	16/09/18	Term Deposits
21/09/19	Westpac Bank	\$1,540,050.00	365	2.74%	21/09/18	Term Deposits
11/10/19	ING Bank	\$2,000,000.00	696	2.90%	14/11/17	Term Deposits
31/01/20	Commonwealth Bank of Australia	\$1,500,000.00	728	2.83%	02/02/18	Term Deposits
29/04/19	Bank of Queensland	\$1,000,000.00	1278	3.07%	29/10/15	Floating Rate Notes
18/07/19	Members Equity Bank	\$2,000,000.00	731	3.38%	17/07/17	Floating Rate Notes
02/08/19	QT Mutual Bank Ltd	\$2,000,000.00	730	3.12%	02/08/17	Floating Rate Notes
13/07/20	Auswide Bank Ltd	\$1,000,000.00	731	3.09%	13/07/18	Floating Rate Notes
18/08/20	Bendigo and Adelaide Bank	\$2,000,000.00	1825	3.06%	20/08/15	Floating Rate Notes
20/10/20	Suncorp Metway	\$1,000,000.00	1827	3.18%	20/10/15	Floating Rate Notes
09/11/20	Members Equity Bank	\$2,000,000.00	832	3.22%	31/07/18	Floating Rate Notes
08/12/20	QBank	\$1,000,000.00	1096	3.45%	06/12/17	Floating Rate Notes
03/06/21	Westpac Bank	\$500,000.00	1072	3.10%	27/06/18	Fixed Rate Notes
10/09/21	AMP Bank	\$2,000,000.00	1096	3.01%	10/09/18	Floating Rate Notes
10/09/21	AMP Bank	\$1,000,000.00	1086	3.01%	20/09/18	Floating Rate Notes
15/11/21	Bank of China	\$2,000,000.00	1096	2.97%	15/11/18	Floating Rate Notes
16/08/22	Suncorp Metway	\$2,500,000.00	1390	2.93%	26/10/18	Floating Rate Notes
03/02/23	Bank of Queensland	\$2,000,000.00	1635	3.08%	13/08/18	Floating Rate Notes
06/02/23	Newcastle Permanent Building Society	\$2,000,000.00	1707	3.37%	05/06/18	Floating Rate Notes
16/08/23	Commonwealth Bank of Australia	\$1,500,000.00	1826	2.89%	16/08/18	Floating Rate Notes
21/11/18	Commonwealth Bank of Australia	\$4,019,245.06		1.45%		
<b>TOTAL INVESTMENTS at 21/11/18</b>		<b>\$110,422,603.28</b>		<b>2.78%</b>		
<b>TOTAL INVESTMENTS at 31/10/18</b>		<b>\$110,417,203.34</b>				
<b>Net increase/(Decrease) in Investments</b>		<b>\$5,399.94</b>				

### Certificate of the Responsible Accounting Officer

I certify that as at the date of this report, the investments listed have been made and are held in compliance with Council's Investment Policy and applicable legislation.

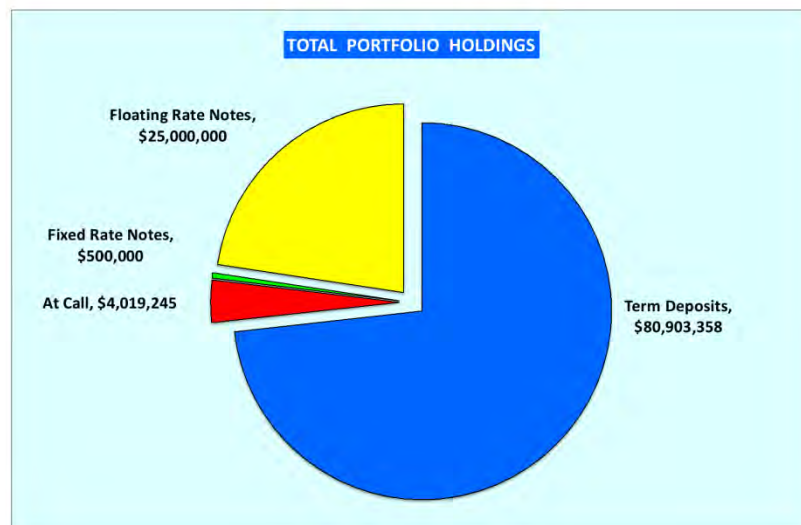
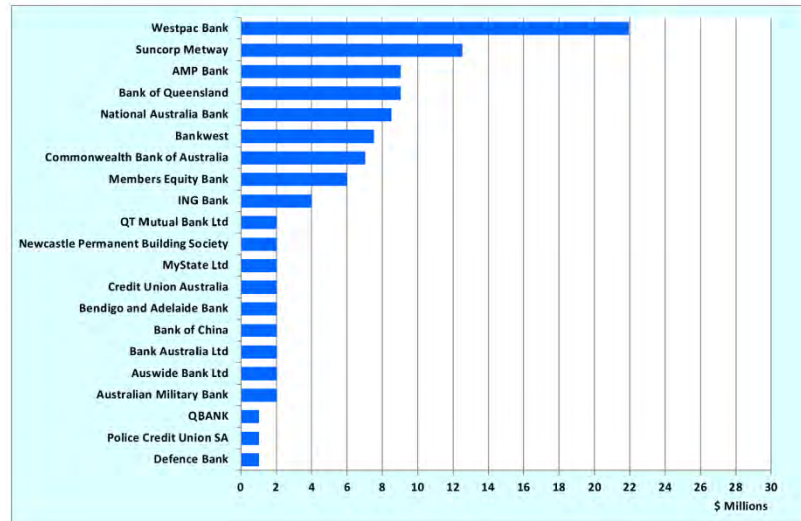
Bob Pigott

Date: 22 November 2018

Owner: [Enter Doc owner]  
Last revised: 7/12/2015

Investment Report NOVEMBER 2018

Total Investment Deposits by Institution as at 21 November 2018



Investment Report NOVEMBER 2018

Individual Counterparty Limits for Term Deposits, Fixed Rate Notes, Floating Rate TDs, and FRNs as per Council Investment Policy

ST Ratings	ADI	Policy Limit	% of Portfolio
A-1+	Bankwest	45%	7.05%
	Commonwealth Bank of Australia	45%	6.58%
	National Australia Bank	45%	7.99%
	Westpac Bank	45%	20.59%
A-1	AMP Bank	30%	8.46%
	Bank of China	30%	1.88%
	ING Bank	30%	3.76%
	Suncorp Metway	30%	11.75%
A-2	Bank Australia Ltd	10%	1.88%
	Bank of Queensland	10%	8.46%
	Bendigo and Adelaide Bank	10%	1.88%
	Beyond Bank Australia	10%	0.00%
	Credit Union Australia	10%	1.88%
	Defence Bank	10%	0.94%
	Members Equity Bank	10%	5.64%
	MyState Ltd	10%	1.88%
	Newcastle Permanent Building Society	10%	1.88%
	Peoples Choice Credit Union	10%	0.00%
NR	QT Mutual Bank Ltd	10%	1.88%
	Australian Military Bank	10%	1.88%
	Auswide Bank Ltd	10%	1.88%
	Bananacoast Community Credit Union	10%	0.00%
	Police Credit Union SA	10%	0.94%
	QBANK	10%	0.94%
<b>Total Portfolio</b>			<b>100.00%</b>

Counter Party Class Limits for Term Deposits, Fixed Rate Notes, Floating Rate TDs, and FRNs as per Council's Investment Policy (excluding At Call Deposits)

Type Long Term	Holdings	Policy Limit	% Portfolio
AA-	\$42,903,358.22	Unlimited	42.52%
A+	\$12,000,000.00	80%	11.89%
A	\$13,500,000.00	80%	13.38%
A-	\$0.00	80%	0.00%
BBB+	\$13,500,000.00	30%	13.38%
BBB	\$15,000,000.00	30%	14.87%
BBB-	\$1,000,000.00	30%	0.99%
NR	\$3,000,000.00	15%	2.97%
<b>Total</b>	<b>\$100,903,358.22</b>		<b>100.00%</b>

Investment Report NOVEMBER 2018

Investment Transactions during November 2018

Date	Transaction Type	Bank/Issuer	Investment Type	Term (Days)	Interest Rate	Transaction Amount	Interest Paid
31/10/2018	Balance	Investment Balance Fair Value				\$110,417,203.34	
2/11/2018	Reset	QT Mutual Bank Ltd	FRN	730	3.12%	\$2,000,000.00	
2/11/2018	Reset	QT Mutual Bank Ltd	FRN	730	3.12%	(\$2,000,000.00)	\$15,707.60
5/11/2018	Reset	Bank of Queensland	FRN	1635	3.08%	\$2,000,000.00	
5/11/2018	Reset	Bank of Queensland	FRN	1635	3.08%	(\$2,000,000.00)	\$15,547.86
6/11/2018	Reset	Newcastle Permanent Building Society	FRN	1707	3.37%	\$2,000,000.00	
6/11/2018	Reset	Newcastle Permanent Building Society	FRN	1707	3.37%	(\$2,000,000.00)	\$16,785.88
9/11/2018	Reset	Members Equity Bank	FRN	832	3.22%	\$2,000,000.00	
9/11/2018	Reset	Members Equity Bank	FRN	832	3.22%	(\$2,000,000.00)	\$16,216.21
15/11/2018	Purchase	Bank of China	Term Deposit	1096	2.97%	\$2,000,000.00	
16/11/2018	Maturity	AMP Bank	Term Deposit	273	2.65%	(\$1,000,000.00)	\$19,820.55
16/11/2018	Maturity	ING Bank	Term Deposit	365	2.65%	(\$1,000,000.00)	\$58,000.00
16/11/2018	Reset	Commonwealth Bank of Australia	FRN	1826	2.89%	\$1,500,000.00	
16/11/2018	Reset	Commonwealth Bank of Australia	FRN	1826	2.89%	(\$1,500,000.00)	\$10,908.00
16/11/2018	Reset	Suncorp Metway	FRN	1390	2.93%	\$2,500,000.00	
16/11/2018	Reset	Suncorp Metway	FRN	1390	2.93%	(\$2,500,000.00)	\$18,431.51
19/11/2018	Reset	Bendigo and Adelaide Bank	FRN	1825	3.06%	\$2,000,000.00	
19/11/2018	Reset	Bendigo and Adelaide Bank	FRN	1825	3.06%	(\$2,000,000.00)	\$15,233.20
21/11/2018	Activity	Commonwealth Bank of Australia	At Call (STMM)		1.45%	(\$984,600.06)	\$5,388.94
21/11/2018		EOM Balance			Total	\$109,422,603.28	\$192,052.75

Total Interest Received during November 2018

Ledger Account	Type	November
102623-1465-40068	Investments	\$186,652.81
102623-1465-40067	At Call Accounts	\$5,399.94
	<b>Sub-Total</b>	<b>\$192,052.75</b>
102623-1465-40066	General Bank Account	\$1,755.03
	<b>Total</b>	<b>\$193,807.78</b>

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Statement of Consolidated Cash and Investments as at 21 November 2018

Consolidated Cash & Investments			
<b>Cash &amp; Investments</b>			
Cash At Bank as at 21 November 2018	3,204,325.56		
Investments at Fair Value	110,422,603.28		
<b>Total Cash &amp; Investments</b>			<b>\$113,626,928.84</b>
The above cash and investments are comprised of:			
<b>Externally Restricted Reserves</b>			
Externally restricted reserves refer to funds received that are restricted by externally imposed requirements for expenditure on specific purposes. Externally restricted reserves include unexpended developer contributions under Section 94.			
<b>Total External Restrictions</b>			<b>\$61,038,701.35</b>
<b>Internally Restricted Reserves</b>			
Internally restricted reserves are funds restricted in the use by resolution or policy of Council			
<b>Total Internal Restrictions</b>			<b>\$31,329,542.00</b>
<b>Unrestricted Cash &amp; Investments</b>			
<b>Total Unrestricted Cash &amp; Investments</b>			<b>\$21,258,685.49</b>
<b>Total Cash &amp; Investments</b>			<b>\$113,626,928.84</b>
Note: At the time of this report, Council reserves have yet to be finalised for October 2018.			

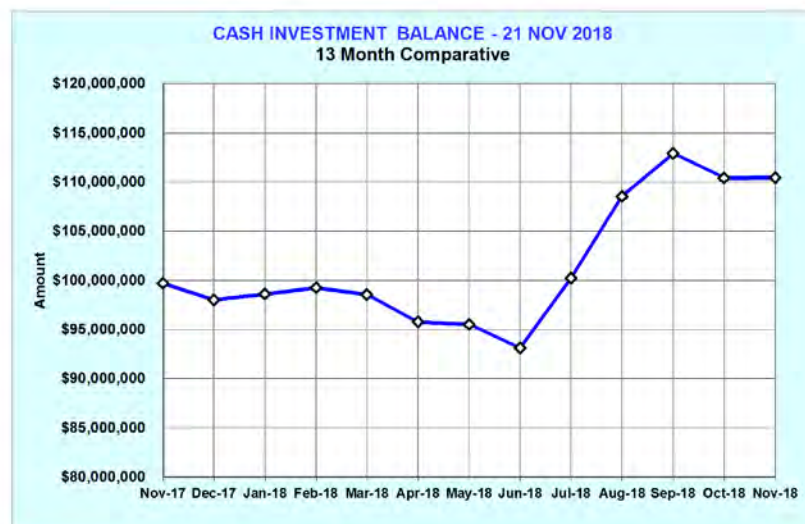
Investment Report NOVEMBER 2018

Comparative Graphs

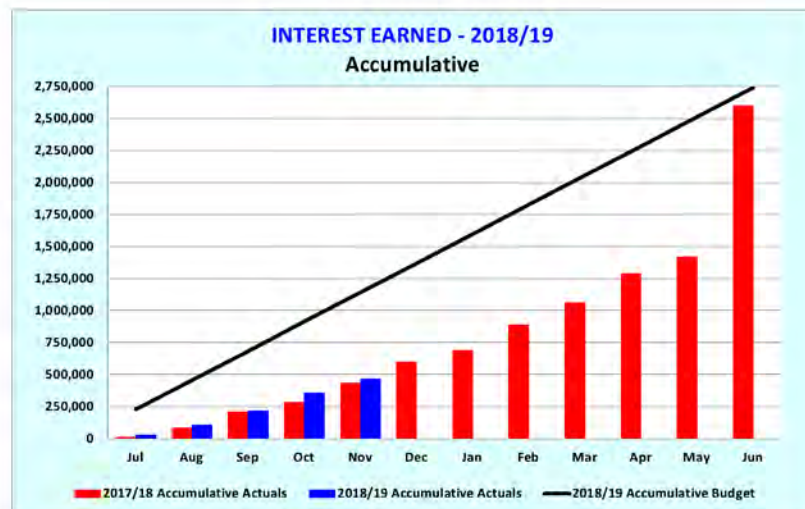
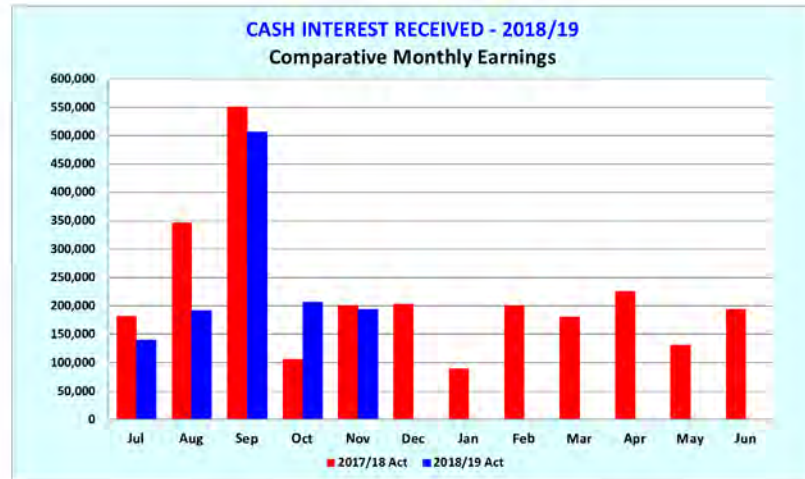


The BAUBIL (Bloomberg Ausbond Bank Bill) Index is engineered to measure the Australian money market by representing a passively-managed short term money market portfolio. This index is comprised of 13 synthetic instruments defined by rates interpolated from the RBA 24-hour cash rate, 1M BBSW, and 3M BBSW.

The Annual Average BAUBIL plus 25bps (a quarter of 1 percent) forms Council's benchmark rate against which Council's actual investment returns are compared.



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**ITEM-10            DELEGATIONS - CHRISTMAS/NEW YEAR PERIOD  
                         RECESS**

**Department      Corporate Services**

**Author Initials: BP**

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**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.1.1.    The Council governs efficiently and effectively on behalf of the Community.

**REPORT**

Council will be in recess during the Christmas/New Year holiday period. It is necessary for Council to determine the level of delegation over this period.

Section 226 of the Local Government Act, 1993, states, in part, that the role of the Mayor is “to exercise, in cases of necessity, the policy-making functions of the governing body of the Council between meetings of the Council”. Section 377 of the Act outlines what matters cannot be delegated by Council.

The Mayor and General Manager have been delegated various authorities by Council. Council may wish to consider extending these delegations to determine further certain matters during the recess period.

**RECOMMENDATION**

1.     THAT subject to the limitations of Section 377 of the Local Government Act, authority be delegated to the General Manager to act in consultation with the Mayor, or in their absence, the persons acting in these roles, to determine those matters that cannot be held over until the first scheduled meeting for Council in 2019.
2.     THAT a report on the exercise of these delegations be presented to the first Council meeting in 2019.

**ITEM-11 NOTICE OF MOTION - CR LITTLE - FERRAGOSTO  
AND CONCORD CARNIVAL**

**Department Executive Services**

**Author Initials: JL**

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**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.1.1. The Council governs efficiently and effectively on behalf of the Community.

**REPORT**

The following Notice of Motion has been received from Councillor Little:

Ferragosto is one of Sydney's favourite Italian festivals that attracts tens of thousands of visitors to Five Dock annually.

Council provides a range of entertainment including live music, cooking demonstrations, market stalls, children's activities and more at the event.

2018 was one of the best attended in its history.

However, I received community feedback that some residents were disappointed with the arrangements for children's rides. Previous years had provided free rides but this year there was confusion with some rides requiring tickets, full fee, half fee and others free of charge.

Based on this feedback and in line with community expectations, I request that Council support the following recommendations:

**RECOMMENDATION**

1. THAT the Ferragosto organising committee make provisions to provide free rides at the 2019 Ferragosto festival.
2. THAT, in light of community expectations and the provision of free rides at the Concord Carnival last year, the Concord Carnival Organising Committee make provisions to provide free rides at the 2019 Carnival.

**ITEM-12 NOTICE OF MOTION - CR LITTLE - COST SHIFTING**

**Department Executive Services**

**Author Initials: JL**

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**STRATEGIC CONNECTION**

This report supports YOUR future 2030 Outcome area:

VSA 5.1.1. The Council governs efficiently and effectively on behalf of the Community.

**REPORT**

The following Notice of Motion has been received from Councillor Little:

At the Annual Local Government NSW Conference in Albury last month, a topic repeatedly raised was cost shifting by the State and a Federal Government.

All councils from NSW, Metro and Rural alike, acknowledged the serious impact this approach was having on the ability of local councils to provide the services and infrastructure our communities need.

Indeed, a cost-shifting report has been recently released, outlining the true nature of this approach.

After monitoring the impact of cost-shifting over 10 years on the local government sector, the report has calculated that the cost-shifted onto councils stands as \$820 million per year.

It notes that this is an increase of \$150 million a year on the 2013/14 financial year.

At this rate, the report calculated the accumulated 10 year cost-shifting burden to be an estimated \$6.2 billion.

I therefore request that we support the following recommendations.

**RECOMMENDATION**

1. THAT Council is provided with a copy of the Local Government NSW report, "Impact of Cost Shifting on Local Government in NSW".
2. THAT Council write to the State and Federal Ministers for Local Government seeking a commitment to no new, increased or transferred responsibilities without a corresponding source of revenue.

**COUNCIL IN CLOSED SESSION**

**ITEM-13      CINTRA PARK TENNIS LEASE - 1P GIPPS STREET  
CONCORD**

**REASON FOR CONFIDENTIALITY**

In accordance with Section 10A(2)(d) of the Local Government Act 1993, the Council is permitted to close the meeting to the public for business relating to the following: -

- (d) commercial information of a confidential nature

**ITEM-14            RHODES RECREATION AND COMMUNITY CENTRE**

**REASON FOR CONFIDENTIALITY**

In accordance with Section 10A(2)(c) of the Local Government Act 1993, the Council is permitted to close the meeting to the public for business relating to the following: -

- (c) information that would, if disclosed, confer a commercial advantage

**ITEM-15            118-128 TENNYSON ROAD, MORTLAKE - REVISED  
VPA OFFER**

**REASON FOR CONFIDENTIALITY**

In accordance with Section 10A(2)(g) of the Local Government Act 1993, the Council is permitted to close the meeting to the public for business relating to the following: -

- (g) advice concerning litigation, or advice that would otherwise be privileged