

MEETING NOTICE

The **Ordinary Meeting** of
Bayside Council
will be held in the Rockdale Town Hall, Council Chambers,
Level 1, 448 Princes Highway, Rockdale
on **Wednesday 9 October 2019** at **7:00 pm**

AGENDA

1 ACKNOWLEDGEMENT OF COUNTRY

2 OPENING PRAYER

3 APOLOGIES

4 DISCLOSURES OF INTEREST

5 MINUTES OF PREVIOUS MEETINGS

- 5.1 Minutes of the Council Meeting - 11 September 2019 3
- 5.2 Minutes of the Extraordinary Council Meeting - 18 September 2019..... 15
- 5.3 Minutes of the Extraordinary Council Meeting - 25 September 2019..... 18

6 MAYORAL MINUTES

Nil

7 PUBLIC FORUM

Members of the public, who have applied to speak at the meeting, will be invited to address the meeting.

Any item the subject of the Public Forum will be brought forward and considered after the conclusion of the speakers for that item.

8 REPORTS

- 8.1 Mayoral Reception for Lebanese Independence Day 22
- 8.2 Post-Exhibition Report - Amendments to Rockdale Development Control
Plan 2011 - Chapter 7.7 Arncliffe and Banksia 24
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10	NOTICES OF MOTION	
	Nil	
11	QUESTIONS WITH NOTICE	

The meeting will be video recorded and live streamed to the community via Council's Facebook page, in accordance with Council's Code of Meeting Practice.

Meredith Wallace
General Manager

Council Meeting

9/10/2019

Item No	5.1
Subject	Minutes of the Council Meeting - 11 September 2019
Report by	Michael Mamo, Director City Performance
File	SF18/3020

Officer Recommendation

That the Minutes of the Council meeting held on 11 September 2019 be confirmed as a true record of proceedings.

Present

Councillor Bill Saravinovski, Mayor
Councillor Joe Awada, Deputy Mayor
Councillor Liz Barlow
Councillor Ron Bezic
Councillor Christina Curry
Councillor Tarek Ibrahim
Councillor James Macdonald
Councillor Ed McDougall
Councillor Scott Morrissey (arrived at 7:10 pm)
Councillor Michael Nagi
Councillor Vicki Poulos
Councillor Dorothy Rapisardi
Councillor Paul Sedrak
Councillor Andrew Tsounis (arrived at 7:10 pm)

Also Present

Meredith Wallace, General Manager
Michael Mamo, Director City Performance
Debra Dawson, Director City Life
Michael McCabe, Director City Futures
Colin Clissold, Director City Presentation
Fausto Sut, Manager Governance & Risk
Matthew Walker, Manager Finance
Karin Targa, Major Projects Director
Clare Harley, Manager Strategic Planning
Scott Field, Manager Sport and Recreation
Christine Stamper, Acting Head of Communications & Events
Josh Ford, Coordinator Strategic Planning
Lauren Thomas, Governance Officer
Wolfgang Gill, IT Technical Support Officer

The Mayor opened the meeting in the Council Chambers, Rockdale Town Hall, Level 1, 448 Princes Highway, Rockdale at 7:07 pm.

The Mayor informed the meeting, including members of the public, that the meeting is being video recorded and live streamed to the community via Council's Facebook page, in accordance with Council's Code of Meeting Practice.

1 Acknowledgement of Country

The Mayor affirmed that Bayside Council respects the traditional custodians of the land, elders past, present and emerging, on which this meeting takes place, and acknowledges the Gadigal and Bidjigal Clans of the Eora Nation.

2 Opening Prayer

Pastor Andrew Harper, from Bay City Church Arncliffe, opened the meeting in prayer.

3 Apologies

RESOLUTION

Minute 2019/169

Resolved on the motion of Councillors McDougall and Nagi

That the following apology be received and leave of absence granted:

Councillor Petros Kalligas

4 Disclosures of Interest

The Mayor, Councillor Saravinovski, declared a Significant, Non-Pecuniary Interest in Item 8.8 on the basis that he has relatives who own property in the Rockdale CBD, and stated he would leave the Chamber for consideration and voting on the matter.

5 Minutes of Previous Meetings

5.1 Minutes of the Council Meeting - 14 August 2019

RESOLUTION

Minute 2019/170

Resolved on the motion of Councillors Nagi and Tsounis

That the Minutes of the Council meeting held on 14 August 2019 be confirmed as a true record of proceedings.

Presentations

A Certificate of Recognition – Beverley Lown, Teacher & Librarian at Rockdale Public School

A Certificate of Recognition was presented to Beverley Lowne in recognition of her life-long commitment to education and teaching. Beverley has been an outstanding mentor and role model to hundreds of children during her 35 years at Rockdale Public School. When she is not teaching, Beverley volunteers in her local community.

6 Mayoral Minutes

There were no Mayoral Minutes.

7 Public Forum

Details associated with the presentations to the Council in relation to items on this agenda can be found in the individual items.

8.2 Draft Planning Proposal - 2 and 4 Guess Avenue, Wolli Creek

Mr Jason Wang, affected neighbour, spoke against the Officer recommendation.

MOTION

Motion moved by Councillors Nagi and Rapisardi

- 1 That, pursuant to section 3.34 of the Environmental Planning & Assessment Act 1979 (EP&A Act), the draft Planning Proposal for land known as Lots 101 and Lot 102 in DP808944 be submitted to the Department of Planning, Industry & Environment (DPIE) for a Gateway Determination, incorporating the proposed amendments to the Rockdale Local Environmental Plan 2011 outlined in Figures 2-5 of this report.
- 2 That, should a Gateway Determination be issued by DPIE to permit exhibition of the Planning Proposal, a post-exhibition report be provided to the Bayside Local Planning Panel and Council, outlining any submissions received during the exhibition period.
- 3 That the Mayor write to the Honourable Melinda Pavey MP - Minister for Water, Property and Housing and the Honourable Rob Stokes MP - Minister for Planning and Public Spaces to request that Lot 102 DP 808944 (known as No 4 Guess Ave), currently owned by Property NSW, be transferred/sold to Bayside Council at minimal cost to accelerate the delivery of the Wolli Creek Town Park in accordance with this draft Planning Proposal.
- 4 That Council writes to Local Members Steve Kamper, Chris Minns and Ron Hoenig seeking their support.

Division called by Councillor Saravinovski

For: Councillors Tsounis, Saravinovski, Morrissey, Curry, Rapisardi, Nagi, McDougall, Macdonald, Bezic, Barlow and Awada

Against: Councillors Sedrak, Ibrahim and Poulos

The division was declared carried.

FORESHADOWED MOTION

Motion moved by Councillor Ibrahim, seconded Councillor Awada:

- 1 That Council acknowledge the need for both lots to be retained for public open space.
- 2 That Council reinstates its position to retain both lots 101 and 102 as RE1 which is public recreation zone for the purpose of open space.
- 3 That the Mayor and the General Manager be authorised to undertake any statutory obligations and priority actions arising from this decision.
- 4 That the Mayor write to the Honourable Melinda Pavey MP - Minister for Water, Property and Housing and the Honourable Rob Stokes MP - Minister for Planning and Public Spaces to request that Lot 102 DP 808944 (known as No 4 Guess Ave), currently owned by Property NSW, be transferred/sold to Bayside Council at minimal cost to accelerate the delivery of the Wolli Creek Town Park in accordance with this draft Planning Proposal.
- 5 That Council writes to Local Members Steve Kamper, Chris Minns and Ron Hoenig seeking their support.

THE FORESHADOWED MOTION LAPSED

RESOLUTION

Minute 2019/171

Resolved on the motion of Councillors Nagi and Rapisardi

- 1 That, pursuant to section 3.34 of the Environmental Planning & Assessment Act 1979 (EP&A Act), the draft Planning Proposal for land known as Lots 101 and Lot 102 in DP808944 be submitted to the Department of Planning, Industry & Environment (DPIE) for a Gateway Determination, incorporating the proposed amendments to the Rockdale Local Environmental Plan 2011 outlined in Figures 2-5 of this report.
- 2 That, should a Gateway Determination be issued by DPIE to permit exhibition of the Planning Proposal, a post-exhibition report be provided to the Bayside Local Planning Panel and Council, outlining any submissions received during the exhibition period.
- 3 That the Mayor write to the Honourable Melinda Pavey MP - Minister for Water, Property and Housing and the Honourable Rob Stokes MP - Minister for

Planning and Public Spaces to request that Lot 102 DP 808944 (known as No 4 Guess Ave), currently owned by Property NSW, be transferred/sold to Bayside Council at minimal cost to accelerate the delivery of the Wolli Creek Town Park in accordance with this draft Planning Proposal.

- 4 That Council writes to Local Members Steve Kamper, Chris Minns and Ron Hoenig seeking their support.

8 Reports

8.1 Draft Wolli Creek and Bonar Street Precincts Urban Renewal Area Contributions Plan 2019

RESOLUTION

Minute 2019/172

Resolved on the motion of Councillors Nagi and Awada

That the Draft Wolli Creek and Bonar Street Precincts Urban Renewal Area Contributions Plan 2019 be placed on public exhibition for 28 days.

Division called by Councillor Saravinovski

For: Councillors Tsounis, Saravinovski, Sedrak, Morrissey, Curry, Rapisardi, Nagi, Ibrahim, Poulos, McDougall, Macdonald, Bezic, Barlow and Awada

The division was declared carried

Item 8.2 was dealt with in Public Forum.

Councillor Andrew Tsounis left the Council Chamber at this stage of the meeting (8:11 pm).

8.3 Short Term Rental Accommodation Planning Policy, Regulation and Code of Conduct - Submission to NSW Department of Planning, Industry and Environment

Councillor Tsounis was not present for consideration of, and voting on, this item.

RESOLUTION

Minute 2019/173

Resolved on the motion of Councillors Awada and Barlow

That Council endorses the draft submission to the Department of Planning, Industry and Environment, in relation to draft planning instruments and Regulations that will introduce the state-wide planning framework and mandatory Code of Conduct for Short-Term Rental Accommodation (STRA).

8.4 Tender - Ador Reserve Sporting Amenities

Councillor Tsounis was not present for consideration of, and voting on, this item.

RESOLUTION

Minute 2019/174

Resolved on the motion of Councillors Macdonald and McDougall

- 1 That the attachment to this report be withheld from the press and public as it is confidential for the following reason:

With reference to Section 10(A) (2) (d)(i) of the Local Government Act 1993, the attachment relates to commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it. It is considered that if the matter were discussed in an open Council Meeting it would, on balance, be contrary to the public interest due to the issue it deals with.
- 2 That in accordance with Regulation 178 (1)(a) of the Local Government (General) Regulations 2005, Council accepts the tender from Kellyville Building Pty Ltd for Contract F19/482 being for the construction works for the Ador Reserve Sporting Amenities for the amount of \$1,333,657.20 exclusive of GST.

8.5 Tender - Syd Frost Memorial Hall & Amenities

Councillor Tsounis was not present for consideration of, and voting on, this item.

RESOLUTION

Minute 2019/175

Resolved on the motion of Councillors Macdonald and Poulos

- 1 That the attachment to this report be withheld from the press and public as it is confidential for the following reason:

With reference to Section 10(A) (2) (d)(i) of the Local Government Act 1993, the attachment relates to commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it. It is considered that if the matter were discussed in an open Council Meeting it would, on balance, be contrary to the public interest due to the issue it deals with.
- 2 That in accordance with Regulation 178 (1)(a) of the Local Government (General) Regulations 2005, Council accepts the tender from Matrix Group Co. Pty Ltd for Contract F19/633 being for the construction works for Syd Frost Hall and Amenities project for the amount of \$625,500.00 exclusive of GST.

8.6 Tender - Cahill Park Seawall Stage 2

Councillor Tsounis was not present for consideration of, and voting on, this item.

RESOLUTION

Minute 2019/176

Resolved on the motion of Councillors Nagi and McDougall

- 1 That the attachment to this report be withheld from the press and public as it is confidential for the following reason:

With reference to Section 10(A) (2) (d)(i) of the Local Government Act 1993, the attachments relate to commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it. It is considered that if the matter were discussed in an open Council Meeting it would, on balance, be contrary to the public interest due to the issue it deals with.
- 2 That in accordance with Regulation 178 (1)(a) of the Local Government (General) Regulations 2005, Council accepts the tender from Land and Marine Ocean Engineering Pty Ltd for Contract F19/801 being for the construction works for Cahill Park Seawall Stage 2 for the amount of \$710,977.27 exclusive of GST.

8.7 Tender - Bonar Street Drainage

Councillor Tsounis was not present for consideration of, and voting on, this item.

RESOLUTION

Minute 2019/177

Resolved on the motion of Councillors Nagi and Rapisardi

- 1 That the attachment to this report be withheld from the press and public as it is confidential for the following reason:

With reference to Section 10(A) (2) (d)(i) of the Local Government Act 1993, the attachments relate to commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it. It is considered that if the matter were discussed in an open Council Meeting it would, on balance, be contrary to the public interest due to the issue it deals with.
- 2 That in accordance with Regulation 178 (1)(a) of the Local Government (General) Regulations 2005, Council accepts the tender from SD Group Civil and Infrastructure Services for Contract F19/800 being for the construction works for Bonar Street Drainage for the amount of \$1,635,171.03 exclusive of GST.

8.8 Classification of 5,9 & 9A Bryant St Rockdale - Property Acquisition from Churches of Christ Property Trust

The Mayor reiterated his declaration of interest in item 8.8, vacated the Chair and left the Council Chamber.

Councillor Awada assumed the Chair.

Councillor Tsounis was not present for consideration of, and voting on, this item.

RESOLUTION

Minute 2019/178

Resolved on the motion of Councillors McDougall and Macdonald

- 1 That Council notes that no submissions were received relating to the statutory advertising of its intention to classify Lots 15 & 16 in DP 6362, and Lot A in DP 414614.
- 2 That Council classify the land, Lots 15 & 16 in DP 6362, and Lot A in DP 414614, as operational in accordance with Section 31(2) of the Local Government Act 1993.

Councillor Tsounis returned to the Council Chamber (8:14 pm)

8.9 11 Henderson Street Turrella - Fire Report

The Mayor returned to the Council Chamber and resumed the Chair.

RESOLUTION

Minute 2019/179

Resolved on the motion of Councillors Awada and Tsounis

- 1 That the Report Reference number BFS 19/1623 (7487) dated 6 August 2019, forwarded on behalf of the Commissioner of Fire and Rescue NSW, be tabled at Council's meeting as required by Part 9.3 Sch.5 Part 8 (17), of the Environmental Planning and Assessment Act 1979.
- 2 That Council continue with compliance action, including but not limited to the issue of an Order (Fire Safety Order), requiring the upgrading of fire safety measures at 11 Henderson Street Turrella, in conjunction with the building owner, the business operator and their fire consultants.
- 3 That Council notify Fire & Rescue NSW of Council's actions in relation to this matter.
- 4 That Council submit a late motion to the NSW Local Conference 2019 asking that the NSW Local Government Association lobby the NSW State Government

to increase the qualifications for competent fire practitioners and include continual development and training requirements.

8.10 Delivery Program & Operational Plan 2018/19 - 12 Month Progress Report

RESOLUTION

Minute 2019/180

Resolved on the motion of Councillors Morrissey and Nagi

That the report be received and noted.

8.11 2018/19 Budget Carryovers (Revotes) to 2019/20

RESOLUTION

Minute 2019/181

Resolved on the motion of Councillors McDougall and Nagi

That in accordance with *Clauses 203 and 211 of the Local Government (General) Regulations 2005*, the proposed revotes of expenditure and reserve funding identified in this report, are adopted by Council with the following amendments and are hereby voted into the 2019/20 adopted budget:

- \$217,615 for Lady Robinson Beach Nourishment Works funded from the Infrastructure Levy.
- \$252,000 for Botany Bay foreshore Beach funded by \$132,000 from the Stormwater Levy and \$120,000 from General Funds.

8.12 Statutory Financial Report - July 2019

RESOLUTION

Minute 2019/182

Resolved on the motion of Councillors Nagi and Tsounis

That the Statutory Financial Report by the Responsible Accounting Officer be received and noted.

8.13 Response to Notice of Motion - Vanston Parade, Sandringham

RESOLUTION

Minute 2019/183

Resolved on the motion of Councillors Macdonald and Tsounis

The response was tabled.

8.14 Response to Question - Arncliffe Aurora – Lease Agreement

RESOLUTION

Minute 2019/184

Resolved on the motion of Councillors Nagi and Bezic

The response was tabled.

9 Minutes of Committees**9.1 Minutes of the Botany Historical Trust Meeting - 5 August 2019**

RESOLUTION

Minute 2019/185

Resolved on the motion of Councillors Morrissey and Rapisardi

That the Minutes of the Botany Historical Trust meeting held on 5 August 2019 be received and the recommendations therein be adopted.

9.2 Minutes of the Risk & Audit Committee Meeting - 22 August 2019

RESOLUTION

Minute 2019/186

Resolved on the motion of Councillors Nagi and Barlow

That the Minutes of the Risk & Audit Committee meeting held on 22 August 2019 be received and the recommendations therein be adopted.

9.3 Minutes of the Sport & Recreation Committee Meeting - 26 August 2019

RESOLUTION

Minute 2019/187

Resolved on the motion of Councillors Macdonald and Tsounis

That the Minutes of the Sport & Recreation Committee meeting held on 26 August 2019 be received and the recommendations therein be adopted with an amendment to Item 5.4.4 recommendation to read as follows:

That a draft permit for the use of Arncliffe Park be presented to the next Sports and Recreation Committee meeting in October and to the subsequent GM Briefing Session in October.

9.4 Minutes of the Bayside Traffic Committee Meeting - 4 September 2019

RESOLUTION

Minute 2019/188

Resolved on the motion of Councillors Rapisardi and Nagi

That the Minutes of the Bayside Traffic Committee meeting held on 4 September 2019 be received and the recommendations therein be adopted.

10 Notices of Motion

10.1 Notice of Motion - Smart Technology at future Council Facilities

RESOLUTION

Minute 2019/189

Resolved on the motion of Councillors Macdonald and Bezic

That Council receives a briefing on the Cloudmaster system or equivalent currently installed at Tonbridge Reserve and Bexley Oval, including its full capabilities and the financial impact of utilising these at current and additional sites.

11 Questions With Notice

There were no Questions With Notice.

The Mayor closed the meeting at 8:41 pm.

Councillor Bill Saravinovski
Mayor

Meredith Wallace
General Manager

Attachments

Nil

Council Meeting

9/10/2019

Item No	5.2
Subject	Minutes of the Extraordinary Council Meeting - 18 September 2019
Report by	Michael Mamo, Director City Performance
File	SF18/3020

Officer Recommendation

That the Minutes of the Extraordinary Council meeting held on 18 September 2019 be confirmed as a true record of proceedings.

Present

Councillor Bill Saravinovski, Mayor
Councillor Joe Awada, Deputy Mayor
Councillor Liz Barlow
Councillor Ron Bezic
Councillor Christina Curry
Councillor Tarek Ibrahim
Councillor James Macdonald
Councillor Ed McDougall
Councillor Scott Morrissey
Councillor Michael Nagi
Councillor Vicki Poulos
Councillor Dorothy Rapisardi
Councillor Paul Sedrak
Councillor Andrew Tsounis

Also Present

Meredith Wallace, General Manager
Michael Mamo, Director City Performance
Debra Dawson, Director City Life
Michael McCabe, Director City Futures
Colin Clissold, Director City Presentation
Fausto Sut, Manager Governance & Risk
Matthew Walker, Manager Finance
Christine Stamper, Acting Head of Communications & Events
Taif George, IT Technical Support Officer
Lauren Thomas, Governance Officer

The Mayor opened the meeting in the Council Chambers, Rockdale Town Hall, Level 1, 448 Princes Highway, Rockdale at 7:16 pm.

The Mayor informed the meeting, including members of the public, that the meeting is being recorded and live streamed to the community via Council's Facebook page, in accordance with Council's Code of Meeting Practice.

1 Acknowledgement of Country

The Mayor affirmed that Bayside Council respects the traditional custodians of the land, elders past, present and emerging, on which this meeting takes place, and acknowledges the Gadigal and Bidjigal Clans of the Eora Nation.

2 Opening Prayer

Fausto Sut, Manager Governance, opened the meeting in prayer.

3 Apologies

No apologies were received.

4 Disclosures of Interest

There were no disclosures of interest.

Presentations

A Certificate of Recognition – Rockdale Raiders Football Club Under 14s Grand Final Champions 2019

A Certificate of Recognition was presented to the Rockdale City Raiders FC U14 players in recognition of an outstanding season which saw them finish as the 2019 overall winners of the St George Football Association competition.

B Certificate of Recognition – Rockdale Raiders Football Club Under 13s Minor Premiers 2019

A Certificate of Recognition was presented to the Rockdale City Raiders FC U13 players in recognition of an outstanding season which saw them finish as the 2019 Minor Premiers of the St George Football Association competition.

C Certificate of Recognition – Rockdale Raiders Football Club

A Certificate of Recognition was presented to the President and Members of Rockdale City Raiders in recognition of the work they do providing sporting and social opportunities for all ages within the Bayside Community.

5 Mayoral Minutes

There was no Mayoral Minute.

6 Public Forum

Details associated with the presentations to the Council in relation to items on this agenda can be found in the individual items.

7 Reports

7.1 Proposed Performance Improvement Order - Council's Response

Mr Barry Munns, Member of the Bayside Risk & Audit Committee, spoke in support of the Officer Recommendation.

RESOLUTION

Minute 2019/190

Resolved on the motion of Councillors Nagi and Tsounis

- 1 That Council authorises the General Manager and Mayor to respond to the Minister for Local Government, on the Notice of Intention to issue a Performance Improvement Order, in terms of lodgement of the submission attached to this report.
- 2 That Council reaffirms its ongoing commitment to the principles of sound financial management, and the implementation of Project 2020 which addresses Council's compliance for 2019/20 and onwards.

The motion was declared unanimous.

The Mayor closed the meeting at 7:40 pm.

Councillor Bill Saravinovski
Mayor

Meredith Wallace
General Manager

Attachments

Nil

Council Meeting

9/10/2019

Item No	5.3
Subject	Minutes of the Extraordinary Council Meeting - 25 September 2019
Report by	Michael Mamo, Director City Performance
File	SF18/3020

Officer Recommendation

That the Minutes of the Extraordinary Council meeting held on 25 September 2019 be confirmed as a true record of proceedings.

Present

Councillor Bill Saravinovski, Mayor
Councillor Joe Awada, Deputy Mayor
Councillor Liz Barlow
Councillor Ron Bezic
Councillor Christina Curry
Councillor Tarek Ibrahim
Councillor James Macdonald
Councillor Ed McDougall
Councillor Scott Morrissey
Councillor Michael Nagi
Councillor Vicki Poulos
Councillor Dorothy Rapisardi
Councillor Paul Sedrak
Councillor Andrew Tsounis

Also Present

Meredith Wallace, General Manager
Michael Mamo, Director City Performance
Debra Dawson, Director City Life
Michael McCabe, Director City Futures
Colin Clissold, Director City Presentation
Fausto Sut, Manager Governance & Risk
Christine Stamper, Acting Head of Communications & Events
Fred Saad, Coordinator IT Technical Support
Suhradam Patel, IT Technical Support Officer
Heather Davis, Governance Officer
Lauren Thomas, Governance Officer

The Mayor opened the meeting in the Council Chambers, Rockdale Town Hall, Level 1, 448 Princes Highway, Rockdale at 7:13 pm.

The Mayor informed the meeting, including members of the public, that the meeting is being recorded and live streamed to the community via Council's Facebook page, in accordance with Council's Code of Meeting Practice.

1 Acknowledgement of Country

The Mayor affirmed that Bayside Council respects the traditional custodians of the land, elders past, present and emerging, on which this meeting takes place, and acknowledges the Gadigal and Bidjigal Clans of the Eora Nation.

2 Opening Prayer

Pastor Andrew Harper, from Bay City Church Arncliffe, opened the meeting in prayer.

3 Apologies

Minute 2019/191

Resolved on the motion of Councillors Nagi and Sedrak

That the following apologies be received and leave of absence granted:

Councillor Petros Kalligas

Councillor Barlow asked that her name be recorded in the minutes as voting against the motion.

4 Disclosures of Interest

There were no disclosures of interest.

5 Mayoral Minutes

There was no Mayoral Minute.

6 Public Forum

There were no Public Forum Speakers.

The Mayor welcomed those present and gave a thank you speech.

The Mayor then vacated the Chair and the General Manager assumed the Chair.

In accordance with the provisions of Clause 1 of Schedule 7 of the Local Government (General) Regulation 2005, the General Manager stated that she was appointed as Returning Officer and was responsible for conducting the process for the election of the Mayor and Deputy Mayor.

7 Reports

7.1 Election of the Mayor - Method of Voting

Minute 2019/192

Resolved on the motion of Councillors Nagi and Morrissey

That the method of voting for the Mayor be by Open Voting.

7.2 Election of the Deputy Mayor - Voting Method

Minute 2019/193

Resolved on the motion of Councillors Nagi and Morrissey

- 1 That a Councillor be elected to the position of Deputy Mayor of Bayside Council for the term of one year.
- 2 That the method of voting for Deputy Mayor be by Open Ballot.

7.3 Election of Mayor

The Returning Officer advised that she had received one valid nomination for the position of Mayor being:

- Councillor Awada, nominated by Councillor Saravinovski and seconded by Councillor Ibrahim (accepted and signed by Councillor Awada).

The Returning Officer then confirmed that the nominee accepted the nomination.

The Returning Officer asked if there were any further nominations. There were no further nominations.

The Returning Officer declared Councillor Joe Awada elected unanimously as the Mayor of Bayside Council for the ensuing 12 months to September 2020.

7.4 Election of Deputy Mayor

The Returning Officer advised that she had received two valid nominations for the position of Deputy Mayor being:

- Councillor Curry, nominated by Councillor Saravinovski and seconded by Councillor McDougall (accepted and signed by Councillor Curry); and
- Councillor Macdonald, nominated by Councillor Tsounis and seconded by Councillor Barlow (accepted and signed by Councillor Macdonald).

The Returning Officer then confirmed that each nominee accepted the nomination.

The Returning Officer asked if there were any further nominations. There were no further nominations.

The Returning Officer proceeded to conduct the election of Deputy Mayor by way of Open Ballot. The Returning Officer conducted a draw to determine the order of voting for the candidates.

The Returning Officer asked those Councillors voting for Councillor Macdonald to raise their hand. The Returning Officer announced that Councillor Macdonald received 7 votes.

The Returning Officer asked those Councillors voting for Councillor Curry to raise their hand. The Returning Officer announced that Councillor Curry received 7 votes.

The Returning Officer announced that as it was a Tied Vote, and in accordance with Regulation 12 of Schedule 7, the Deputy Mayor would be chosen by Lot and that the candidate whose name is drawn out of the ballot box first will be declared the Deputy Mayor for the next 12 months.

The Returning Officer asked if any Councillors wished to inspect the box and the papers and reminded them that they cannot touch the items.

The Returning Officer drew out one of the slips of paper and declared Councillor Macdonald elected as Deputy Mayor of Bayside Council, for the ensuing 12 months to September 2020.

The Returning Officer then drew out the remaining slip of paper and showed the meeting the name on the paper, being Councillor Curry.

The elected Mayor, Councillor Awada, assumed the Chair. He affirmed that Bayside Council respects the traditional custodians of the land, elders past, present and emerging, on which this meeting takes place, and acknowledged the Gadigal and Bidjigal Clans of the Eora Nation. Mayor Awada gave his maiden speech as Mayor.

The Mayor closed the meeting at 7:45 pm.

Councillor Joe Awada
Mayor

Meredith Wallace
General Manager

Attachments

Nil

Council Meeting

9/10/2019

Item No 8.1
Subject **Mayoral Reception for Lebanese Independence Day**
Report by Meredith Wallace, General Manager
File F18/958

Summary

This report seeks financial support to host a Mayoral Reception in recognition of the Lebanese Independence day.

Officer Recommendation

That Council notes the report and endorses the funding required to host the Mayoral Reception.

Background

Council has received a request to host and provide financial support for a Mayoral Reception in recognition of Lebanese Independence Day.

The Lebanese community represents 5% of the total Bayside Community, making it the 5th largest community by ancestry in the Bayside Council area* .

The event is proposed for the 25 November 2019 at 6pm, to be held in Rockdale Town Hall.

The program for the evening will include the singing of the Australian and Lebanese National anthems by local students, followed by a flag raising ceremony acknowledging both national flags and speeches by Local, State and Federal representatives along with foreign dignitaries.

It is expected that this Reception will attract 150 - 200 persons. It will commence at 6:00pm and conclude at approximately 8.00pm.

To host the Mayoral Reception financial support is required for:

Item	Cost
Catering	\$7,000
Town Hall fee waive	\$760
Table Cloth hire	\$150
Caretaker and Event staff	\$540
Invitations	\$50
Total	\$8500

**ID Profile 2016*

Financial Implications

Not applicable	<input type="checkbox"/>
Included in existing approved budget	<input type="checkbox"/>
Additional funds required	<input checked="" type="checkbox"/>

Community Engagement

Not applicable

Attachments

Nil

Council Meeting

9/10/2019

Item No	8.2
Subject	Post-Exhibition Report - Amendments to Rockdale Development Control Plan 2011 - Chapter 7.7 Arncliffe and Banksia
Report by	Michael McCabe, Director City Futures
File	SF18/1990

Summary

On 12 June 2019 Council resolved to endorse the draft amendments to the *Rockdale Development Control Plan 2011 Chapter 7.7 Arncliffe and Banksia* (as detailed in **Attachment 1**) for public exhibition.

Council's resolution required that a future report be prepared for Council's consideration, in relation to submissions received during the public exhibition period, and any comments from the Bayside Design Review Panel.

This report provides a summary of the submissions received during the recent 28 day exhibition period, and the comments from the Bayside Design Review Panel. The report also provides a response to the key issues raised in each of the submissions.

Officer Recommendation

- 1 That in accordance with Clause 21(1) of the NSW Environmental Planning and Assessment Regulation 2000, Council adopts the draft amendments to Rockdale Development Control Plan 2011 Chapter 7.7 Arncliffe and Banksia.
 - 2 That in accordance with Clause 21(2) of the NSW Environmental Planning and Assessment Regulation 2000, Council gives public notice of its decision in the local newspaper within 28 days of the resolution.
 - 3 That in accordance with Clause 25AB of the NSW Environmental Planning and Assessment Regulation 2000, Council provides a copy of the amended Development Control Plan to the Planning Secretary within 28 days.
-

Background

Rockdale Development Control Plan 2011 Chapter 7.7 Arncliffe and Banksia Amendments

The amendments that were exhibited for the DCP Chapter related to sub chapters 2.2 *Special Character Areas*, 3.2 *Public Domain and Open Space*, 3.4 *Through Site Links* and 4.1 *Building Setbacks*. The amendments to side setback and rear setback controls were proposed to ensure controls are compliant with *SEPP 65 – Design Quality of Residential Flat Development*, the *Apartment Design Guide*. Amendments to through site links diagrams were also included to provide more guidance to users of the document. A detailed summary of the proposed amendments to the DCP chapter was provided as part of the exhibition materials.

Council staff also provided feedback on certain controls that had recently been tested through the consideration of Development Applications for sites within the area subject to the existing DCP. Some of the items raised were:

- Wording changes to assist with achieving the intent of the controls;
- Identifying the planning mechanism for ensuring appropriate setback areas; and
- Clarifying the meaning and intent of “Showroom” uses along the Princes Highway.

The proposed amendments tabled below are required based on this feedback from Council staff, and are in addition to those included (as exhibited) in **Attachment 2**. Council staff comments are summarised in **Table 1**.

Current Control	Proposed Wording Change (in Red)
<p>Page 7173</p> <p><i>Public domain</i></p> <ul style="list-style-type: none"> “6 metres setback and dedication on sites adjoining Princes Highway. Proposed landscape improvements include significant boulevard tree planting and the creation of a dual footpath that allows for the staged delivery of the setback and continued pedestrian access during transition.” 	<ul style="list-style-type: none"> “6 metre setback and provision of a positive covenant applying to this setback, for the purposes of permitting unrestricted access for public thoroughfare, landscape and public domain maintenance on sites adjoining the Princes Highway. Where a site has more than one frontage, this requirement shall apply to each street frontage. Proposed landscape improvements include significant ‘boulevard’ tree planting and the creation of a dual footpath that allows for the staged delivery of the setback and continued pedestrian access during transition.”
<p>Page 7175</p> <p><i>“Building height controls should allow for generous 7m floor to floor heights for ground level showroom uses....”</i></p>	<p><i>“Building height controls should allow for generous 7m floor to ceiling heights for ground level showroom uses....”</i></p>
<p>Page 7182</p> <p><i>“6m setback and dedication on sites adjoining Princes Highway. Proposed landscape improvements include significant boulevard tree planting and the creation of a dual footpath that allows for the staged delivery of the setback and continued pedestrian access during transition. At the</i></p>	<p><i>“6 metre setback and provision of a positive covenant applying to this setback, for the purposes of permitting unrestricted access for public thoroughfare, landscape and public domain maintenance on sites adjoining the Princes Highway. Proposed landscape improvements</i></p>

<p><i>sandstone cutting south of Forest Road intersection, a setback for tree planting and a footpath at the top of the cutting is desired.”</i></p>	<p><i>include significant boulevard tree planting and the creation of a dual footpath that allows for the staged delivery of the setback and continued pedestrian access during transition.</i></p> <p><i>At the sandstone cutting south of the Forest Road intersection, a setback shall be provided for tree planting and a footpath at the top of the cutting.</i></p>
<p>Page 71105</p> <p>1. <i>“Through site links are to be publicly accessible connections through sites, but not on land dedicated to Council for a public purpose...”</i></p>	<p>▪ <i>“Through site links are to be publicly accessible connections through sites (but not on land dedicated to Council for a public purpose) formalised through a positive covenant on the title of the land, that provides for unrestricted access for public thoroughfare and maintenance of the public domain.”</i></p>
<p>Page 283-284 of Rockdale Development Control Plan 2011 (RDCP 2011) <i>Definitions</i></p> <p>Currently no definition of “Showroom” in the RDCP 2011</p>	<p>Definitions for development types are contained in the Rockdale LEP 2011. There is no definition for “Showroom”, nor does one exist in the Standard Instrument Template LEP definitions.</p> <p>Reference is made to the <i>Economic Assessment</i> (prepared by AEC) and <i>Urban Design Report</i> (prepared by Gallagher Studio and Architectus) undertaken by the NSW Department of Planning, Industry and Environment for <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. The Urban Design Report prepared by Gallagher Studio and Architectus for that body of work clearly states that: <i>“Sites adjoining the Princes Highway in Arncliffe are proposed to be zoned for mixed uses to allow for non-residential showroom and commercial uses at the lower levels, with residential uses above.”</i></p> <p>Furthermore, the same Report states: <i>“Active frontages should be provided</i></p>

	<p><i>as showrooms along Princes Highway, and as retail frontages within Banksia and Arncliffe centre.”</i></p> <p>The intent of a “Showroom” is to provide entire ground floor retail activation to the Princes Highway for large format retail and commercial uses.</p> <p>Part 4.3 Active Frontages of the DCP is proposed to be amended to further clarify this intent.</p>
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Table 1: Response to Council Staff Suggested Amendments

Consideration by Bayside Design Review Panel

Clause 21A of the NSW Environmental Planning and Assessment Regulation 2000 requires that Council must not approve a Draft Development Control Plan (including an amending DCP) containing provisions relating to residential apartment development, unless it has been referred to a Design Review Panel for comment.

The Bayside Design Review Panel (DRP) considered the Draft DCP amendments on 4 July 2019. A copy of the minutes of the DRP is included as **Attachment 3**. The DRP’s comments included 6 key points to consider, which are summarised in **Table 2**.

DRP Comment	Response
<ul style="list-style-type: none"> 4.3 Active Frontage: No ground floor residential is permitted... <p>DRP identified that wording in the DCP may not currently be expressing the intended objective of this control, and that a clear direction on prohibiting residential at ground floor needs to be articulated in the DCP.</p>	<ul style="list-style-type: none"> The wording is clear in its intent, and in response to DRP’s comment, reference is made to the <i>Economic Assessment</i> (prepared by AEC) and <i>Urban Design Report</i> (prepared by Gallagher Studio and Architectus) undertaken by the NSW Department of Planning, Industry and Environment for <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. The Urban Design Report prepared by Gallagher Studio and Architectus for that body of work clearly states that: “<i>Sites adjoining the Princes Highway in Arncliffe are proposed to be zoned for mixed uses to allow for non-residential showroom and commercial uses at the lower levels, with residential uses above.</i>” <p>Furthermore, the same Report states: “<i>Active frontages should be provided as showrooms along Princes Highway, and as retail frontages within Banksia and Arncliffe centre.</i>”</p>

	<p>The following amendments are to be included on Page 71112 to strengthen the intent, and to provide greater clarity:</p> <p><i>6. New buildings are to demonstrate compliance with the following controls:</i></p> <p><i>a. Ground floor frontage to be activated by retail and business premises;</i></p> <p><i>b. No ground floor residential is permitted;</i></p> <p><i>c. Sites adjoining the Princes Highway within areas identified as Active Street Frontage – Showroom are to include entire ground floor retail activation to the Princes Highway for accommodating large format retail and commercial uses.</i></p> <p><i>d. Locate ground levels at grade with finished footpaths;</i></p> <p><i>e. Reinforce corner frontages on primary streets with shop front windows;</i></p> <p><i>f. Shop fronts that can open out for restaurants and cafes are encouraged;</i></p> <p><i>g. Residential lobbies are permitted off the street frontage;</i></p> <p><i>h. No vehicle access permitted unless the development has no other street frontage;</i></p> <p><i>i. No service access permitted unless the development has no other street frontage;</i></p> <p><i>j. Provision of a separate goods lift for operations associated with large format retail and commercial uses; and</i></p> <p><i>k. Access, circulation, parking and loading docks are designed to minimise passenger and freight vehicle movement conflicts, and vehicle / pedestrian conflicts.</i></p>
<ul style="list-style-type: none"> ▪ <i>2.2 Special Character Areas: Side setbacks are to include deep soil zones and appropriate landscape treatment...</i> <p>The DRP's comments identified that the Apartment Design Guide's (ADG)</p>	<ul style="list-style-type: none"> ▪ The Draft DCP amendments are consistent with the ADG provisions pertaining to planting on structures.

<p>soil volume and depth requirements for planting on structure are appropriate where landscaping is possible without deep soil zones, except where developers are planting large circumference trees.</p>	
<p>▪ <i>2.2 Special Character Areas: Public Domain Site Connections...</i></p> <p>Dependency on adjoining landowners to achieve through site links was considered to potentially cause some conflict, and DRP noted that a desirable width may not meet the ADG's separation requirements. The DRP suggested the following:</p> <ul style="list-style-type: none"> ○ Through site links should apply to one property, they should not be shared ○ Avoid specific locations, they should be indicative, and will depend on lot amalgamation – however, they should also align with existing pedestrian networks ○ ADG and Building Code of Australia (BCA) separation requirements may mean that activation on one side only may be easier to achieve, particularly where this can be provided by the developer 	<ul style="list-style-type: none"> ▪ The through links won't necessarily result in the burdening of a single property. It is likely that lot amalgamation will mean that single properties would be impacted, as opposed to properties sharing through site links. In any case, the locations are indicative, hence their inclusion in a DCP and not on an LEP Land Reservation Acquisition Map. This also allows for flexibility in the timing of the delivery of the through site links over time, which can be achieved through different mechanisms, including as part of a Voluntary Planning Agreement, or a Condition of Consent on a Development Application. ▪ As stated above, locations are indicative at this stage, with logical positioning, to allow for legible connections to existing pedestrian networks. ▪ Noted. As outlined above, this would be negotiated as part of a future DA.

constructing the through site link	
<ul style="list-style-type: none"> 2.2 <i>Special Character Areas: To provide a range of employment uses...</i> 	<ul style="list-style-type: none"> No change proposed. It is considered that “variety” and “range” achieve the same intent. The word “range” is used consistently throughout the DCP.
<ul style="list-style-type: none"> <i>Consistency with Apartment Design Guide requirements for Through Site Links.</i> 	<ul style="list-style-type: none"> Consideration has been given to the principles contained in the ADG for Through Site Links.
<ul style="list-style-type: none"> 2.2 <i>Special Character Areas: Ground level showroom uses along the Princes Highway...</i> 	<ul style="list-style-type: none"> “Showroom” uses are to be consistent with the <i>Economic Assessment</i> (prepared by AEC) and <i>Urban Design Report</i> (prepared by Gallagher Studio and Architectus) undertaken by the NSW Department of Planning, Industry and Environment for <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. The Urban Design Report prepared by Gallagher Studio and Architectus for that body of work clearly states that: “<i>Sites adjoining the Princes Highway in Arncliffe are proposed to be zoned for mixed uses to allow for non-residential showroom and commercial uses at the lower levels, with residential uses above.</i>” <p>Furthermore, the same Report states: “<i>Active frontages should be provided as showrooms along Princes Highway, and as retail frontages within Banksia and Arncliffe centre.</i>”</p> <p>If any recommendations arise from the studies informing the LSPS and LEP in relation to employment land in this location, consideration will be given to any necessary amendments to the controls contained in this DCP Chapter.</p>

Table 2: Response to Bayside Design Review Panel Suggested Amendments

Submissions and Key Issues

A full summary of the key issues raised in the submissions received, and a detailed response to these issues, is included as **Attachment 4**.

Conclusion

The proposed DCP chapter amendments will provide improved development controls to guide any future development within the locality that *DCP Chapter 7.7 Arncliffe and Banksia* applies. The amendments will ensure improved building separation, through site links and public domain outcomes. The amendments will also result in greater consistency with the provisions of the Rockdale Local Environmental Plan 2011.

Financial Implications

Not applicable	<input checked="" type="checkbox"/>
Included in existing approved budget	<input type="checkbox"/>
Additional funds required	<input type="checkbox"/>

Community Engagement

The Draft DCP amendments were exhibited for a period of 28 days in accordance with *Clause 18(2) of the NSW Environmental Planning & Assessment Regulation, 2000*. Exhibition commenced on Wednesday 3 July 2019 and concluded on Wednesday 31 July 2019. A newspaper exhibition notice was published in the St George Leader on Wednesday 3 July 2019, and an exhibition notice was posted to Council's Have Your Say website during the same period. Notification letters were sent to approximately 1390 residents, and the NSW Roads and Maritime Service. A total of 5 submissions were received during the exhibition period. The Bayside Design Review Panel also provided comments on the proposed amendments to the DCP chapter. All 5 submission makers were notified of this Council meeting.

Attachments

- 1 Exhibited Amendments to DCP Chapter [↓](#)
- 2 Exhibited Summary of DCP Amendments [↓](#)
- 3 Bayside Design Review Panel Minutes [↓](#)
- 4 Response to Submissions [↓](#)

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

7.7 Arncliffe and Banksia

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Rockdale DCP 2011

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Part 7 Special Precincts

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7.7 Arncliffe and Banksia

7.7.1 – INTRODUCTION

1.1 Explanation

Identified as Planned Precincts by the Department of Planning and Environment (DP&E), Arncliffe and Banksia form part of the NSW State Government's A Plan for Growing Sydney.

The Bayside West Precincts 2036 has been prepared to guide the renewal of these areas. The Strategy outlines the vision for growth in these areas and plans for the infrastructure needs to support this population increase. Detailed planning has been undertaken for areas within the Arncliffe and Banksia Precincts as part of the DP&E Planned Precincts program including detailed urban design analysis, economic testing and infrastructure planning.

Together with the Rockdale Town Centre Master Plan, Wolli Creek and Bonar Street Precincts, the Arncliffe and Banksia Precincts propose to deliver a vibrant highway corridor with exceptional access to public transport, employment, accommodation and housing.

The adapted Structure Plan presented in this section of the DCP identifies the objectives of the Bayside West Precincts 2036 and the Arncliffe and Banksia Precinct Proposal, drawing upon the detailed analysis undertaken for the Arncliffe and Banksia Planned Precincts. The Structure Plan identifies the desired future character of Arncliffe and Banksia, detailing key development sites and built form outcomes.

This section of the DCP applies to development within the boundary of the precinct as shown in "Figure 7.7.1 Regional Context" on page 7|66.



Figure 7.7.1 Regional Context

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

1.2 Aims and Objectives of this Section

The purpose of this section of the DCP is to guide the future development of the precinct by:

- a) Identifying the vision, development principles, key elements and indicative structure for the future development of the Precinct;
- b) Communicating the planning, design and environmental objectives and controls against which the consent authority will assess future development applications;
- c) Ensuring the orderly, efficient and environmentally sensitive development of the Precinct; and
- d) Promoting a high quality urban design outcome.

1.3 Relationship to other sections of the DCP

This section of the DCP provides specific development provisions for the Arncliffe and Banksia Precincts. Development within the Precincts will need to have regard to this section as well as the other sections of the Rockdale Development Control Plan 2011.

Controls within this section of the DCP supersede the 'Development setback' controls in Part 5.3 Mixed Use. All other sections of Part 5.3 Mixed Use still apply. In the event of any inconsistency between this Section and the other Sections of the Rockdale DCP 2011, this Section will prevail to the extent of the inconsistency.

In addition to provisions of this DCP, any development in the Arncliffe and Banksia Planned Precinct areas must also be consistent with the adopted visions of the Bayside West Precincts 2036.

1.4 State Environmental Planning Policy No.65 – Design Quality Residential Apartment Development

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development (SEPP 65) applies to residential flat buildings and the residential component of a shop top housing development in the Precincts. Such development is to have regard to SEPP 65 and Apartment Design Guide in addition to the relevant provisions provided in this DCP.

1.5 Purpose of this DCP

The primary focus of the Bayside West Precincts 2036 is to establish Precincts that are enjoyable, vibrant and pleasant places to live, work and visit. This section of the DCP will focus on ensuring the desired role and character of streets in the Precincts is achieved by the activation and engagement with the street and public realm environs. The DCP controls also inform the configuration and uses of buildings, as well as how the form and character of buildings affects the desired feel and experience of the public domain.

1.6 Application of this section

This section applies to the area of land identified as the Arncliffe and Banksia Planned Precincts, including any roads and open space within this area. The boundaries of the Precincts are identified in "Figure 7.7.2 Precinct Boundaries" on page 7|68.

Rockdale DCP 2011

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Part 7 Special Precincts

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7.7 Arncliffe and Banksia

7.7.2 – VISION AND PRINCIPLES

2.1 Vision

The vision for the Arncliffe and Banksia Precincts is to create “vibrant, attractive and connected communities, where people live and work, with great access to public transport, community facilities, new open spaces, shops and local services.”

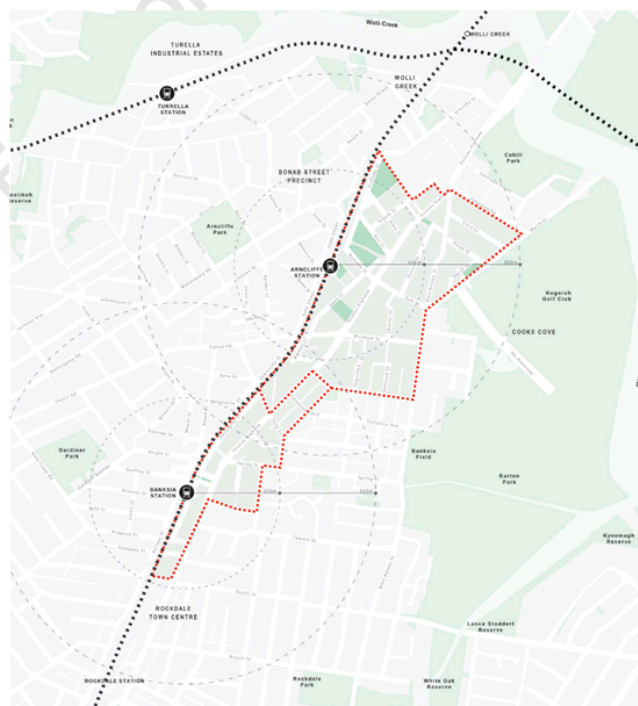


Figure 7.7.2 Precinct Boundaries

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

Objectives

- A. To create vibrant Town Centres that provide for the daily needs of the local and wider community;
- B. To provide a wide range of opportunities for different types of employment generating activities to meet local and regional needs;
- C. To provide high quality and a wide range housing choice;
- D. To promote the Princes Highway as a key regional employment and economic corridor;
- E. To ensure that new residential development provides a high level of amenity by adequately responding to the local and environmental context;
- F. To ensure a safe, connected, permeable and legible public domain that caters for the accessibility of pedestrians and cyclists;
- G. To promote the development of new buildings that display design excellence through a design review panel for buildings over 3 storeys and a competitive design process for buildings over 12 storeys;
- H. To provide access to a range of new and improved existing open space for all age groups;
- I. To maximise public safety and provide adequate protection of property against flood events;
- J. To ensure existing floodplain users do not experience any increase in flood levels;
- K. Represent "Placemaking" through the activation of space, creation of destination, and identifiable landmarks including mixed use and community facilities;
- L. Deliver exceptional environmental performance in new buildings, public and private realm and infrastructure;
- M. Foster innovation in sustainable design and construction of new apartment developments;
- N. Advocate for increased minimum environmental performance targets in new buildings;
- O. Promote upgrades through incentives and support to overcome the challenges for implementation in strata buildings; and
- P. Empower communities to engage in sustainable choices and positive resident behavior change.

Part 7 Special Precincts

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7.7 Arncliffe and Banksia

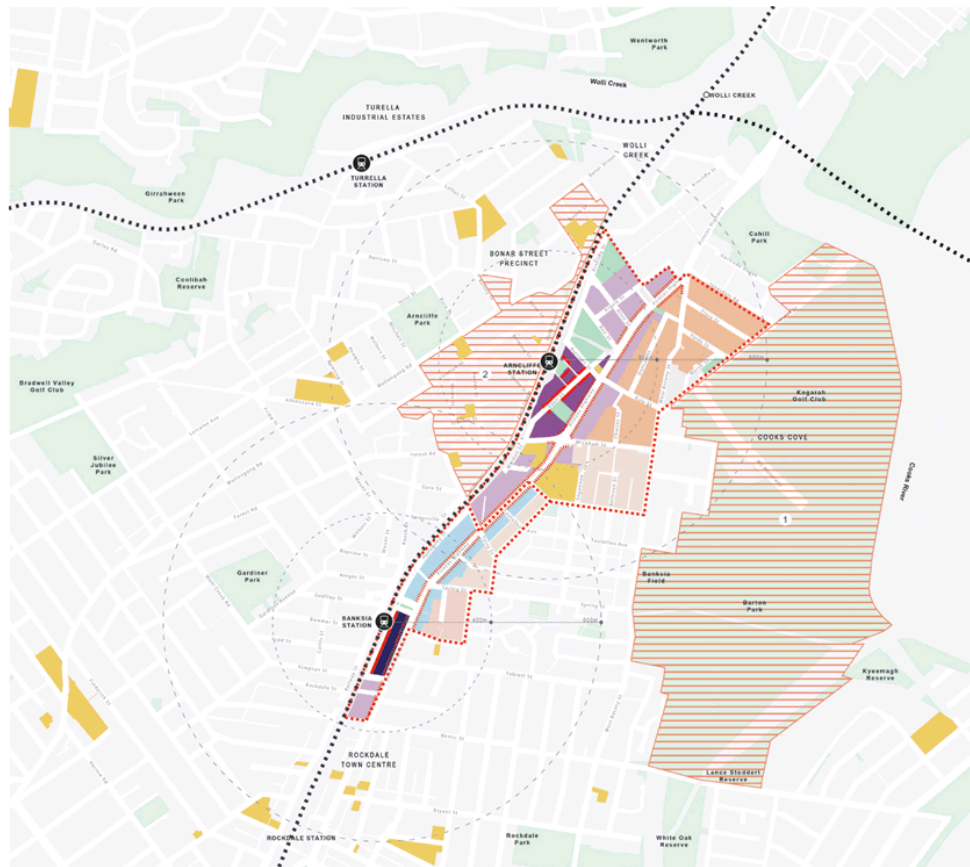
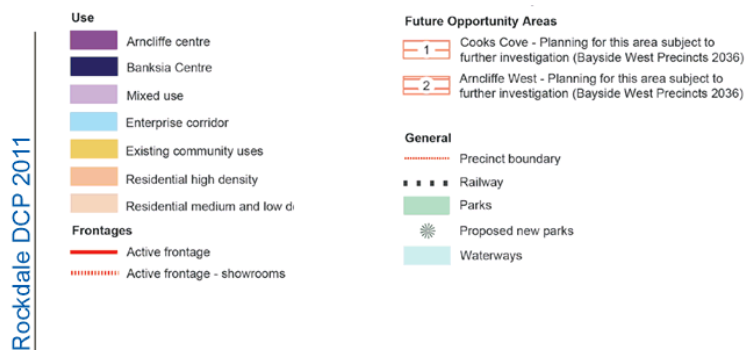


Figure 7.7.3 Structure Plan



Rockdale DCP 2011

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

2.2 Special Character Areas

The Arncliffe and Banksia Precincts have been divided into sub-Precincts, each with a future desired character as outlined on the following pages.

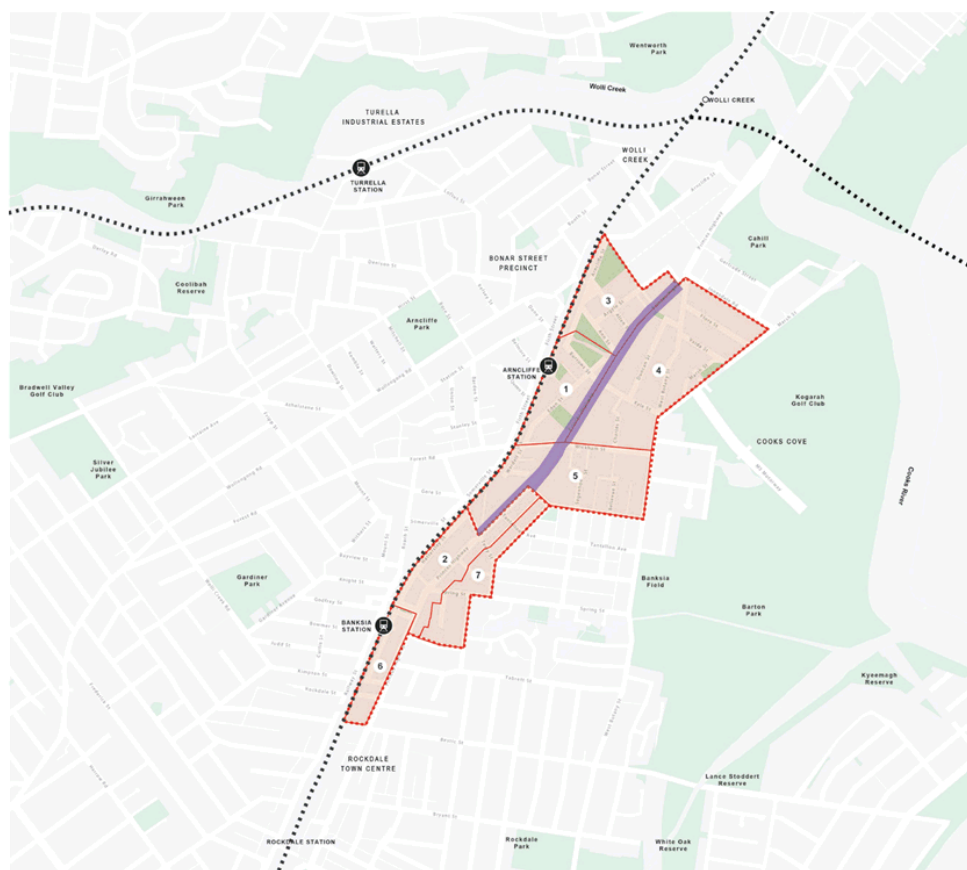


Figure 7.7.4 Special Character Areas Plan

- | | |
|--|----------------------|
| Special Character Area | General |
| ① Arncliffe Town Centre | — Precinct boundary |
| ② Princes Highway Banksia | ■ ■ ■ ■ Railway |
| ③ Allen Street Neighbourhood | ■ Parks |
| ④ Cahill Park Neighbourhood | ☼ Proposed new parks |
| ⑤ Arncliffe School Neighbourhood | ■ Waterways |
| ⑥ Banksia Centre East | |
| ⑦ Marinea Street Neighbourhood | |
| ■ Princes Highway Arncliffe - special character area | |

Part 7 Special Precincts

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7.7 Arncliffe and Banksia

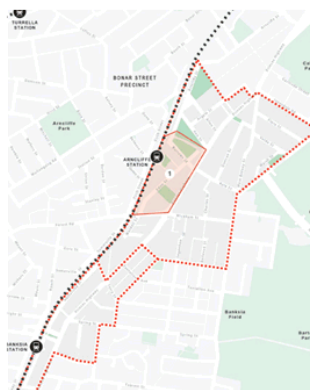


Figure 7.7.5 Arncliffe Town Centre Sub-Precinct

1 - Arncliffe Town Centre

Arncliffe Town Centre identified in "Figure 7.7.5 Arncliffe Town Centre Sub-Precinct" on page 7|72 is characterised by its historic built form, landscape core, steep streets and in some locations, exposed sandstone escarpment. To the western edge of the Town Centre is the Railway station, and to the east large sites that present opportunities for renewal. Key points include:

1. Remnant large tree planting along the rail line and cliffs contribute to the visual quality of the centre.
2. Areas to the east of the railway offer some larger sites that may present opportunities for renewal. This part of the neighbourhood lacks clearly legible links, both west to the railway station and east to access and cross the Princes Highway.
3. Wooroona Reserve, located directly adjacent to the railway station, provides valuable open space. The perimeter interface with blank fences and vehicular access/servicing areas detracts from the overall quality of the space.

Desired future Neighbourhood character

- Provide a vibrant mixed use Town Centre, extending along the east side of the rail line, with activity during the day and night.
- Eden Street and Burrows Street become retail streets, complementing Firth Street and extending the Town Centre uses and activity to the east of the rail line. Streetscape improvements delivered alongside development will further enhance the character and amenity of these streets.
- Retain active uses and street edge alignment to the corner of Eden Street to mark entry into the Town Centre.
- Wooroona Reserve is transformed into the Town Square adjacent the rail station with outdoor dining terraces along the north and south-east edge.
- Existing and new pedestrian links improve access to the railway station and create a more walkable centre.
- Eden Street Park is a new local park catering to new residents with a centrally located lawn, gardens and significant tree planting.
- Taller buildings near the station visually reinforce the area as a centre and assist in highlighting the location of key connections and open spaces.

Land use

- Ensure retail and business uses are provided at the ground level of existing and planned retail streets particularly on Eden Street and Burrows Street and sites adjoining Wooroona Reserve to the east.
- Development adjoining Princes Highway should provide showroom and other commercial uses at lower levels.
- High-quality residential development is encouraged above retail and commercial uses within the town centre, and as a stand-alone use on sites outside of the centre.

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

Built form

- Tall towers on larger sites should be slender and well proportioned.
- Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building Separation as outlined in the Apartment Design Guide.
- Side setbacks are to include deep soil zones and appropriate landscaped treatment.
- Building height controls should allow for generous 7 metre floor to ceiling heights for ground level showroom **uses along the Princes Highway**. This additional height would allow for small mezzanine levels to be incorporated.
- Retain street edge alignment and active frontages at the corner of Eden Street at Forest Road.
- A front setback of 3 metre is required, unless a specific setback is recommended in 4.1 Building Setbacks of this chapter.

Public domain

- 6 metre setback and dedication for sites on Princes Highway is to include significant 'boulevard' tree planting which will improve amenity for business and separate residential uses from the busy road.
- 5 metre landscape zone within Wickham Street and Forest Road shall include large and medium size tree planting.
- A new plan for Wooroona Reserve and redevelopment of sites adjoining the park for active uses and outdoor terraces will increase usage and enjoyment.
- A new park to be delivered through the redevelopment of the Housing NSW site on Eden Street.
- Arncliffe Station Park on the M5 portal site will provide valuable open space for active and passive recreation.
- New through site links between Princes Highway and Eden Street.

Part 7 Special Precincts**DRAFT**

7.7 Arncliffe and Banksia

2 - The Princes Highway Arncliffe and Banksia

The Princes Highway as identified in "Figure 7.7.6 The Princes Highway Arncliffe Sub-Precinct" on page 7|75 and "Figure 7.7.7 The Princes Highway Banksia Sub-Precinct" on page 7|76 is a major north-south arterial road serving the southern Sydney region and is a desirable location for vehicle-oriented light industrial, commercial and retail uses. Key points include:

1. It acts as a strong barrier to pedestrian and cycle connectivity with few crossings.
2. The Princes Highway currently includes a mix of businesses, from single terraced shop fronts through to large car yards and a hotel which are built on many amalgamated lots.
3. The visual character and pedestrian amenity of the Princes Highway could be improved.
4. Key existing features include: large trees on some sites, local landmarks such as Masjid Darul Imaan and St Francis Xavier Church, St David Church and views to the Sydney skyline to the north provide positive attributes.
5. Views from the Princes Highway Banksia to the ridge line to the north are of local importance.
6. The fig trees on Taylor Avenue provide a landmark from a variety of locations along the Princes Highway.

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Part 7 Special Precincts

7.7 Arncliffe and Banksia



Figure 7.7.6 The Princes Highway Arncliffe Sub-Precinct

2.1 - The Princes Highway Arncliffe

Desired future character

- Integrate boulevard tree planting along the Highway that reinforces the location of the Arncliffe Town Centre.
- Allow provision for destination commercial spaces and showrooms that are highly visible from passing vehicles
- A key visual identity within the precinct is the Masjid Darul Imaan Mosque. It is vital that this remains a local landmark and signals an important street entry into the Town Centre.
- Improved pedestrian and cycle environment, and amenity for businesses and residents.
- Endorse and promote high-quality mixed use development.

Land use

- Large format commercial uses at lower levels.
- Residential levels located above lower commercial levels with visual and acoustic separation from busy road frontage.

Built form

- Building height controls should allow for generous 7m double height floor to ceiling heights for ground level showroom uses along the Princes Highway. These spaces might comprise a small mezzanine.
- Communal open spaces are preferred on podiums or roof tops with high levels of amenity and less conflicts with large format commercial uses and associated service requirements.
- Where possible, vehicle entry to sites facing the Highway should be from a secondary street. Amalgamation is encouraged to minimise vehicle cross-overs.
- Winter gardens, shutters and glazing will further improve residential amenity above the busy road.
- A front setback of 3 metre is required, unless a specific setback is recommended in 4.1 Building Setbacks of this chapter.

Public domain

- 6 metre setback and dedication on sites adjoining Princes Highway. Proposed landscape improvements include significant boulevard tree planting and the creation of a dual footpath that allows for the staged delivery of the setback and continued pedestrian access during transition.

Part 7 Special Precincts

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7.7 Arncliffe and Banksia

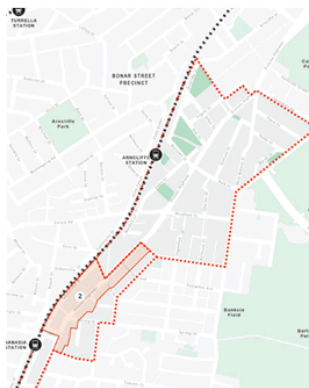


Figure 7.7.7 The Princes Highway Banksia Sub-Precinct

2.2 - The Princes Highway Banksia

Desired future character

- To promote businesses along main roads and to encourage a mix of compatible uses.
- To provide a range of employment uses (including business, office, retail and light industrial uses).

Land use

- The Banksia section of the Princes Highway will continue to encourage employment uses.
- Controls will allow the flexibility of a range of commercial uses which may not be in this location currently, such as offices.

Built form

- Building heights are expected to remain typically around 2 storeys in the medium term however heights are permitted to encourage the development of other commercial building types (e.g. offices) where this is viable.
- Setbacks must be consistent with chapter 5.4 Highway Commercial of the Rockdale DCP 2011.
- Where possible, vehicle entry to sites facing the Highway should be from a secondary street. Amalgamation is encouraged to minimise vehicle crossovers.
- Retain vistas to Botany Bay. No building or structure is to detrimentally impact any view corridor as identified in 4.1 Site Planning page 4|6.

Public domain

- 6 metre setback for sites to contribute to intermittent deep soil zones (minimum 6 metre x 6 metre) along the Highway frontage allowing for the planting of large trees and contribute to a boulevard character.

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

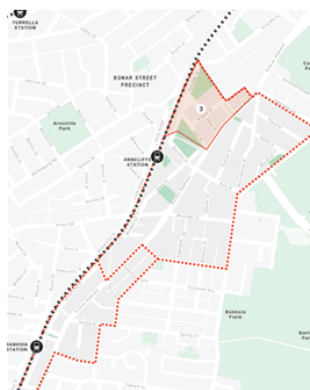


Figure 7.7.8 Allen Street Neighbourhood Sub-Precinct

3 - Allen Street Neighbourhood

This small neighbourhood identified in "Figure 7.7.8 Allen Street Neighbourhood Sub-Precinct" on page 7|77 is located between Arncliffe Town Centre and Wolli Creek and contained by the strongly defined edges of the M5 to the south, the rail line to west, Southern and Western Suburbs Ocean Outfall Sewer (SWSOOS) to the north, and Princes Highway to the east.

It includes a mix of buildings types including industrial warehouses, small walk-up apartments, car dealerships and a furniture showroom. The large consolidated industrial site may provide the opportunity to deliver new public domain for future residents and to better manage stormwater in the area.

Desired future character

- An emerging residential neighbourhood adjacent to the Town Centre located around a new local park at Allen Street with a small cafe or shop serving local residents.
- Adaptive re-use of the SWSOOS as an east-west pedestrian corridor connecting the neighbourhood to the regional parkland to the east, to the Bonar Street neighbourhood and school via the proposed rail underpass to the west.
- Perimeter block apartment buildings with discrete towers are sited to reinforce the street grid, mark the new park and transition between the Town Centre and Wolli Creek.
- Generally mid-rise development. Taller development adjacent the Allen Street Park to mark the park within the broader context.

Land use

- Primarily residential development.
- Large format commercial development at the lower levels of sites adjoining Princes Highway.
- Cafe or retail uses at the lower levels of residential buildings where they adjoin an open space, to assist in activating the space.
- Rezone the isolated industrial site on the corner of Allen Street and Arncliffe Street to allow for mixed use development and the development of a new open space.

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Built form

- Development (including double height, 7 metre floor to ceiling height commercial ground floor) is proposed on sites fronting the Princes Highway, to provide a transition to Wolli Creek to the north.
- Taller buildings are proposed on the remaining industrial lot to allow for an equitable floor space on the site and the delivery of a new open space, refer to Allen Street Development Site 7|93.
- Street wall height of 6 storeys, with a 3 metre setback to upper levels.
- A front setback of 3 metre is required, unless a specific setback is recommended in 4.1 Building Setbacks of this chapter.
- Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide.
- Side setbacks are to include deep soil zones and appropriate landscaped treatment.

Public domain

- Proposed park on the corner of Allen and Arncliffe Streets will provide valuable open space with a northerly aspect, a new through-block connection and will help to detain storm water in a flood event.
- 6m landscape setback on sites adjoining Princes Highway.
- Arncliffe Station Park on the M5 portal site will provide valuable open space for active and passive recreation.

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Figure 7.7.9 Cahill Park Neighbourhood Sub-Precinct

4 - Cahill Park Neighbourhood

This neighbourhood identified in "Figure 7.7.9 Cahill Park Neighbourhood Sub-Precinct" on page 7|79 is part of the broader neighbourhood that extends north to Cahill Park. Pedestrian access to centres and open spaces requires crossing busy roads such as the Princes Highway, Marsh Street, Wickham Street and West Botany Street.

The neighbourhood includes predominantly houses and car-oriented commercial uses along the Princes Highway. There is an existing unresolved scale transition between recent large apartment buildings to the north and the predominantly low scale residential neighbourhood to the south.

Desired future character

- An extension of the existing Cahill Park residential neighbourhood to the south.
- Leafy residential streets sheltered from the north-south busy arterial roads that traverse the neighbourhood.
- Generous landscape setbacks along Wickham Street, West Botany Road and Marsh Street enhance street character and provide improved amenity for adjacent residential uses.
- Buildings that step up the hill at the northern part of Duncan Street.
- Improved east-west pedestrian routes along Duncan Street and Valda Avenue connecting to nearby open spaces and along Kyle Street connecting to the Town Centre and rail station.
- Through site links through long urban blocks improve walkability within the neighbourhood and to surrounding open spaces and schools.
- A landmark building marks the corner at the junction of Princes Highway and West Botany Street.
- Rear gardens with tree planting reinforce existing mid-block and provide landscape transition between new developments and existing Princes Highway uses.

Land use

- Primarily residential development.
- Large format commercial development at the lower levels of development adjoining Princes Highway.

Built form

- Development (including double height, 7 metre floor to ceiling height commercial ground floor) is proposed on sites fronting the Princes Highway. These spaces might comprise a small mezzanine.
- Provide street edge aligned built form with active frontage to mark the corner at junction of the Princes Highway and West Botany Street.
- A front setback of 3 metre is required unless a specific setback is recommended in 4.1 Building Setbacks of this chapter.
- Deep soil zones along rear boundary to facilitate mid-block tree planting and visual privacy between properties.

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- Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide.
- Side setbacks are to include deep soil zones and appropriate landscaped treatment.
- Retain vistas to Botany Bay. No building or structure is to detrimentally impact any view corridor as identified in 4.1 Site Planning page 4|6.

Public domain

- A 6 metre landscape setback on sites adjoining Princes Highway.
- A 5 metre landscape setback is required to Marsh Street, West Botany Street and Wickham Street comprising a 3 metre landscape zone with private courtyards behind to assist in ameliorating the impacts of busy roads on residential development. The landscape zone should include large and medium size tree planting.
- New through site connections (6 metre wide) between Innesdale Road and Valda Avenue will break up the proposed continuous building form and encourage pedestrian links away from busy roads. Links should be provided on the side boundary of an amalgamated development site. Through site links should generally align with Robert Lane.
- New through site connections (6 metre wide) between West Botany Road and Princes Highway will break up the proposed continuous building form and encourage pedestrian connection from the east to west. Links should be provided on the side boundary of an amalgamated development site.

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Figure 7.7.10 Arncliffe School Neighbourhood Sub-Precinct

5 - Arncliffe School Neighbourhood

At the heart of this small neighbourhood identified in "Figure 7.7.10 Arncliffe School Neighbourhood Sub-Precinct" on page 7|81 is the Arncliffe Public School and St Francis Xavier's linked by a pedestrian bridge across the sandstone cutting of the highway. To the east this neighbourhood is primarily residential and to the south commercial.

Forest Road/Wickham Street and the Princes Highway isolate the neighbourhood from the Arncliffe Town Centre while Marinea Street Reserve, just outside the neighbourhood boundary, and the school grounds provide some open space amenity.

Desired future character

- The residential neighbourhood surrounds the two schools: Arncliffe Public School and St Francis Xavier Catholic Primary School.
- The enhanced pedestrian bridge spans the sandstone cutting at the Princess Highway connecting the two parts of the neighbourhood and the schools.
- A proposed cycleway connects the Town Centre, neighbourhood and schools to Banksia Field and Barton Park in the east.
- Marinea Park to the immediate south is to provide local amenity and play space.
- A new through site link extends from Wardells Street to Hattersley Street in the south and provides easy access to Banksia rail station and centre.
- Generous landscape setbacks along Wickham Street and Forest Road enhance street character and provide improved amenity for adjacent residential uses.
- St Francis Xavier's Catholic Church remains a local landmark along Forest Road.
- The strong building form with active frontage marks the corner at the intersection of Princes Highway and Forest Road and signals entry to the Town Centre.

Land use

- Retain schools and improve connections.
- Primarily residential development.
- Large format commercial development at the lower levels of development adjoining Princes Highway, with residential uses above.

Built form

- Smaller lots east of the Arncliffe Public School and south of Wickham Street can be developed for new 3 storey buildings, where there is a street frontage greater than 24 metre.
- A 5 metre landscape setback is required to Wickham Street and Forest Road comprising a 3 metre landscape zone with private courtyards behind to assist in ameliorating the impacts of busy roads on residential development. The landscape zone should include large and medium size tree planting.

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- Provide street edge alignment and active use to south-western corner at Princes Highway and Forest Road to reinforce this important corner marking the Town Centre entry from the Highway.
- A front setback of 3 metre is required unless a specific setback is recommended in 4.1 Building Setbacks of this chapter.
- Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide.
- Side setbacks are to include deep soil zones and appropriate landscaped treatment.
- Solar access to the school grounds - the configuration of buildings and structures must ensure that the school grounds receive a minimum of 2 hours daylight during the hours of 12pm - 2pm on 21 June (mid winter).
- Retain vistas to Botany Bay, no building or structure is to build into or on a view corridor as identified in 4.1 Site Planning page 4|6.

Public domain

- 6m setback and dedication on sites adjoining Princes Highway. Proposed landscape improvements include significant boulevard tree planting and the creation of a dual footpath that allows for the staged delivery of the setback and continued pedestrian access during transition. At the sandstone cutting south of Forest Road intersection, a setback for tree planting and a footpath at the top of the cutting is desired.
- A new through site connection (6m wide) is proposed, which will connect Wardell Street to Hattersley Street and provide the missing link in the pedestrian and cycle route on the eastern side of the rail line. Links should be provided on the side boundary of an amalgamated development site.
- A new through site connection (6m wide) connecting Segenhoe Avenue to Brennans Road and the Eve Street Wetlands active transport network. Links should be provided on the side boundary of an amalgamated development site.

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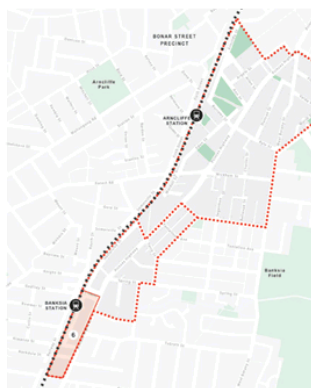


Figure 7.7.11 Banksia Centre East
Sub-Precinct

6 - Banksia Centre East

East of the railway this neighbourhood identified in "Figure 7.7.11 Banksia Centre East Sub-Precinct" on page 7|83 includes an area between Hattersley Street and the Princes Highway which is a mix of residential and commercial.

Public domain

- New through site connections (6m wide) is proposed, which will connect Banksia Avenue to Hattersley Street and connect Tabrett Street to Hattersley Street to provide pedestrian linkages to Banksia Station. Links should be provided on the side boundary of an amalgamated development site.
- A new through site connection (consistent with prevailing Hattersley street width) between Kimpton Street and Rockdale Street connecting Hattersley street on both sides.

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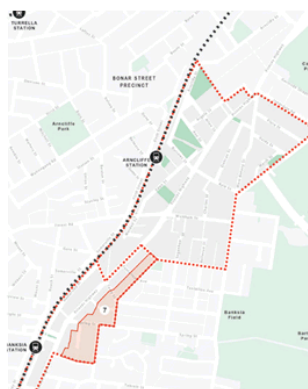


Figure 7.7.12 Marinea Street Neighbourhood Sub-Precinct

7 - Marinea Street Neighbourhood

This is part of a wider neighbourhood which extends east from the Princes Highway to Barton Park and Banksia Field identified in "Figure 7.7.12 Marinea Street Neighbourhood Sub-Precinct" on page 7|84. The majority of this wider neighbourhood is affected by aircraft noise issues such that providing more homes here is not considered appropriate. Key points include:

1. The landmark figs and tree planting along the railway corridor are key existing features which will also contribute to the future character of this centre.
2. Gardiner Park to the west is a focal point for this neighbourhood, providing a large field, play area and other spaces.
3. There is a regularity to the lot pattern and many of the existing buildings running north-south.
4. Pedestrian links to Banksia Railway Station and centres often rely on unattractive routes along the Princes Highway.
5. This neighbourhood has some attractive and established trees within the streetscape.
6. The Marinea Street Reserve (outside the precinct to the east) provides a key focal point for this locality.

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7.7 Arncliffe and Banksia

7.7.3 - PUBLIC DOMAIN

"Figure 7.7.13 Public Domain and Open Space Network Diagram" on page 7|87 identifies the areas that will see improvements to the public domain through streetscape treatment, upgrades to existing open space, provision of new open space and active frontages in key commercial areas.

It is required that proponents liaise with Council during the design phase of the planning process to understand Council's requirements, as in many cases, public domain improvements will be delivered as part of the redevelopment of the site.

3.1 Street network and design

Objectives

- A. To strengthen the landscape character and quality of the precincts through street tree planting;
- B. To encourage improvements to the amenity of the Princes Highway corridor through better landscaping and improved facilities for pedestrians and cyclists;
- C. To provide for improved and safer street crossings for pedestrians throughout the precincts;
- D. To enhance the precincts permeability including new and improved through site links and connections to adjacent areas outside the Precinct; and
- E. To create an attractive and comfortable streetscape for pedestrians and cyclists that comprises of consistent and high quality paving, street furniture, street tree planting, bike stands and bike racks.

Controls

1. The street network is to be generally consistent with "Figure 7.7.13 Public Domain and Open Space Network Diagram" on page 7|87;
2. New streets are to be generally consistent with the section 3.3 Landscape Setbacks;
3. Significant individual trees in streets or on sites are to be retained and protected where possible and appropriate;
4. Streets and public spaces are to be defined with trees of appropriate scale and species, and designed with reference to relevant Council guidelines;
5. Intersection and crossing design is to favour pedestrian convenience and safety;
6. Any proposed cycle links are to be delivered in accordance with best practice standards. Liaison with Council's Transport Planner is required during the design phase of the planning process;
7. Provision for 'end of trip' facilities are encouraged in developments close to Arncliffe and Banksia Stations;
8. Footpaths are to be provided as per the sections in 3.3 Landscape Setbacks. Pavement width is to allow for comfortable walking, unimpeded by obstacles. The placement of trees, street furniture and signage is to provide for amenity without causing clutter;
9. New streets are to have shared services pits to reduce maintenance costs and reduce conflict with street planting; and
10. Street furniture and lighting is to be provided with reference to the relevant Council guidelines.

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3.2 Public domain and open space network**Objectives**

- A. To provide a range of quality public spaces including parks and plazas, for recreation and community gatherings, to support residents, workers and visitors;
- B. To improve the amenity, facilities and usage of existing parks and public spaces; and
- C. To improve connections between open space and the broader network.

Controls

1. Provision of new open space is to be in accordance with "Figure 7.7.13 Public Domain and Open Space Network Diagram" on page 7|87;
2. New cycle links identified in "Figure 7.7.13 Public Domain and Open Space Network" on page 7|87 are to be delivered in accordance with best practice standards. Provision of end of trip facilities are to be encouraged in developments close to Arncliffe and Banksia Stations. Liaison with Council's Transport Planner is required during the design phase of the planning process; and
3. Solar Access to Public Open Space: The configuration of buildings and structures must ensure that a minimum of 50% of the area of parks and green spaces receive a minimum of 3 hours during lunch hours (12pm - 2pm) on 21 June (mid winter).

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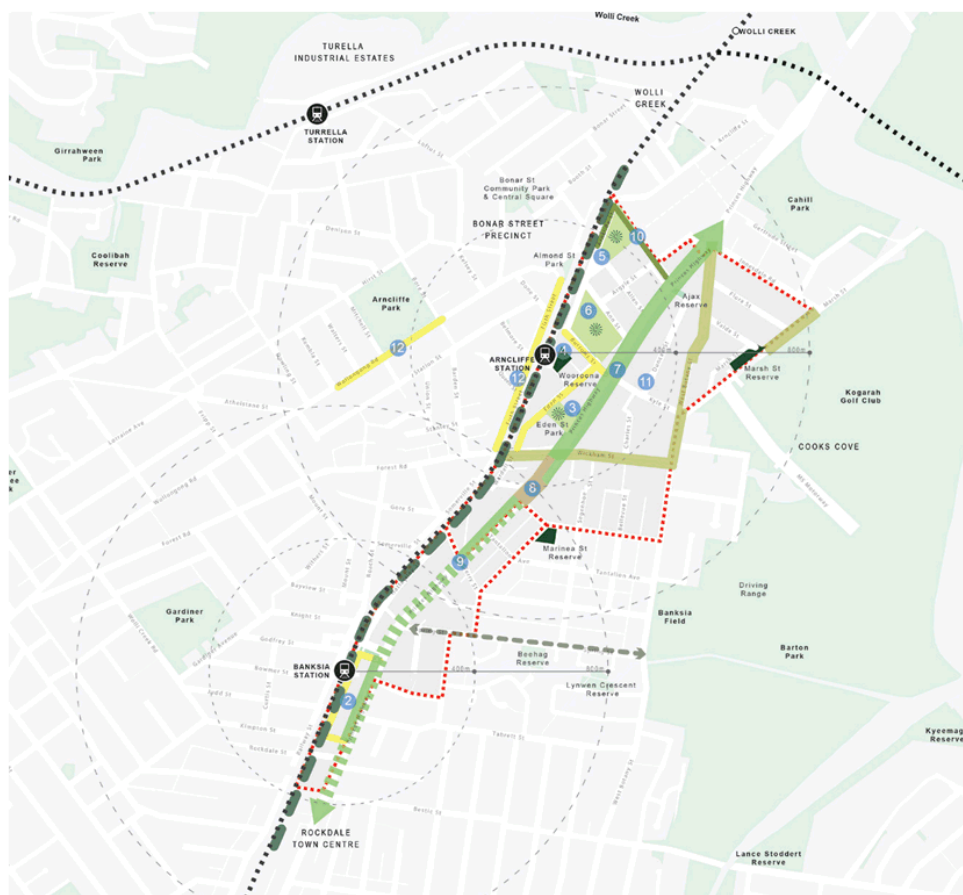


Figure 7.7.13 Public Domain and Open Space Network Diagram



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Figure 7.7.14 Location Plan Wooroona Reserve

Wooroona Reserve Upgrade

Wooroona Reserve identified in "Figure 7.7.14 Location Plan Wooroona Reserve" on page 7|88 is outlined as a park to be improved with the redevelopment of the adjacent sites. Located close to the railway station the park will provide important open space for the adjoining high density residential.

Objectives

- A. This park is to provide a necessary and valuable open space and high quality public domain with adjoining forecourts for the neighbourhood, accommodating areas for gathering, seating, children's play and relaxation, and
- B. Expansion and upgrading of the existing park will occur as the surrounding area is developed.

Controls

1. New developments around Wooroona Reserve shall:
 - a. Ensure that they consider and address requirements for solar access and amenity to public open space;
 - b. Incorporate active ground floor frontages through the designation of a forecourt or plaza space to address the park;
 - c. Provide passive surveillance over the park by incorporating CPTED principles when designing new buildings;
 - d. Provide a 3m setback from The Arcade to allow for new tree planting, new seating, and lighting;
 - e. Maintain Butterworth Lane as a pedestrian only through site link; and
 - f. Retain feature trees and augment with additional complementary "landmark" character trees.

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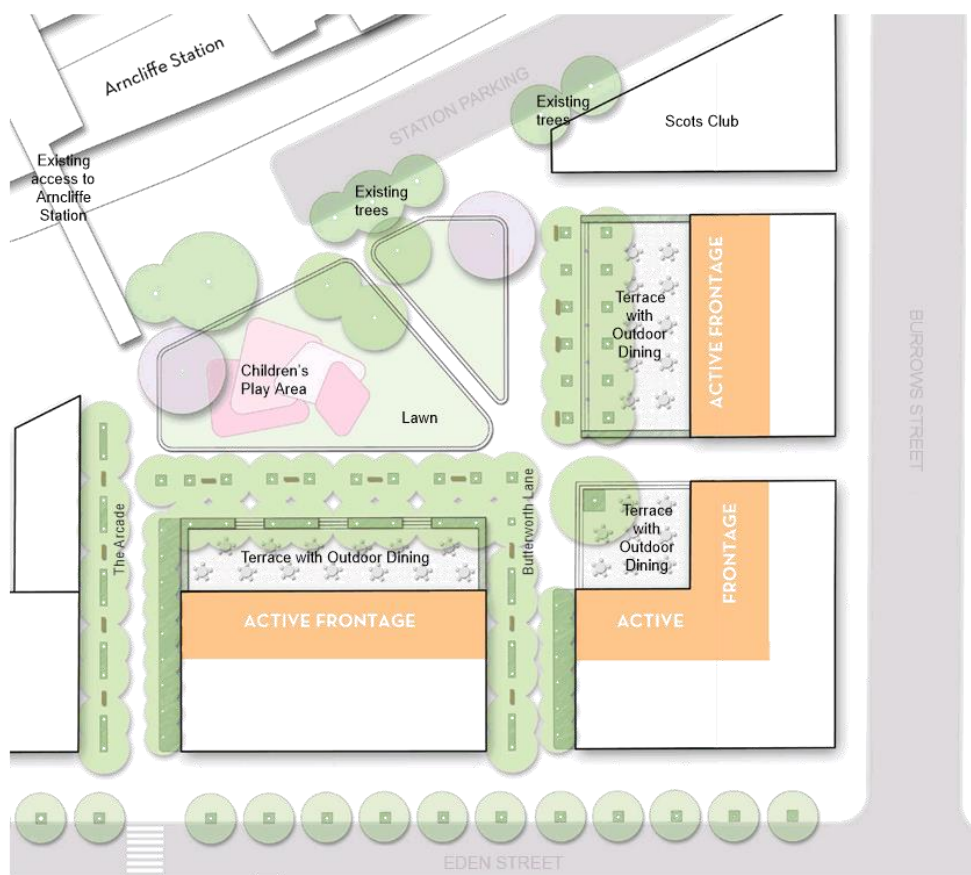


Figure 7.7.15 Indicative Concept Plan Wooroona Reserve



Grove of deciduous trees and seating - Burrows St to Arncliffe Station Entry



Opportunities for outdoor dining and cafes



Improved children's play area



Informal seating, lawn spaces

Figure 7.7.16 Wooroona Reserve Precedents

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Figure 7.7.18 Location Plan Eden Street

Eden Street Development Site, Arncliffe Town Centre

The Eden Street Development Site has a total area of 1.3ha with several street frontages, including Eden Street and the Princes Highway. Redevelopment offers an opportunity for a range of uses, including: integrated housing, employment and open space within close proximity of Arncliffe Railway Station. These attributes offer an opportunity to concentrate development as well as deliver public open space for local residents.

Indicative open space and built form studies “Figure 7.7.19 Built Form and Open Space Diagram- Indicative Built Form Study” on page 7|92 and “Figure 7.7.20 Built Form and Open Space Diagram- Indicative Concept for proposed park” on page 7|92 indicate the ability for the site to accommodate buildings together with a significant new public open space.

Objectives

- A. Provide the opportunity for a range of uses including integrated housing, employment and open space;
- B. Provide a centrally located public open space that caters for a growing local population and offers a variety of activities; and
- C. Provision of the public open space will occur as these sites redevelop.

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Controls

1. Any redevelopment of the site is to include a new consolidated public park space that will deliver the following amenity and demonstrate compliance with the following controls and shall:
 - a. Ensure the new public park is to be located to maximise solar access;
 - b. Provide a minimum width of 50m along the Eden Street frontage with a site area of 4000m²;
 - c. Ensure direct through site links are incorporated within the new park and integrate with the new space into the surrounding streetscape;
 - d. Ensure new through site links will be provided in accordance with the diagrams on pages 7|106 and 7|107;
 - e. Provide pathway connections through the public park connecting Princes Highway to Eden Street and Arncliffe Station;
 - f. Ensure a generous landscape interface to Princes Highway with existing trees, additional tree planting, garden zones that must incorporate storm water treatment gardens;
 - g. Provide landscape setbacks as per "Figure 7.7.13 Public Domain and Open Space Network Diagram" on page 7|87; and
 - h. Ensure the new park will play a key role in the community providing new landscaping and areas for passive and active recreation activities.
2. New buildings on the site must comply with the following controls and shall:
 - a. Ensure building setbacks and site through links are in accordance with "Figure 7.7.42 Built Form and Character" on page 7|109 and through site links as shown on page 7|106 and 7|107;
 - b. The configuration of buildings and structures must ensure that a minimum of 50% of the area of parks and green spaces receive a minimum of 3 hours during lunch hours (12pm - 2pm) on 21 June (mid winter); and
 - c. Promote slender buildings, towers exceeding 8 storeys should have maximum floor plates of 800m² gross floor area.

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Figure 7.7.19 Built Form and Open Space Diagram- Indicative Built Form Study

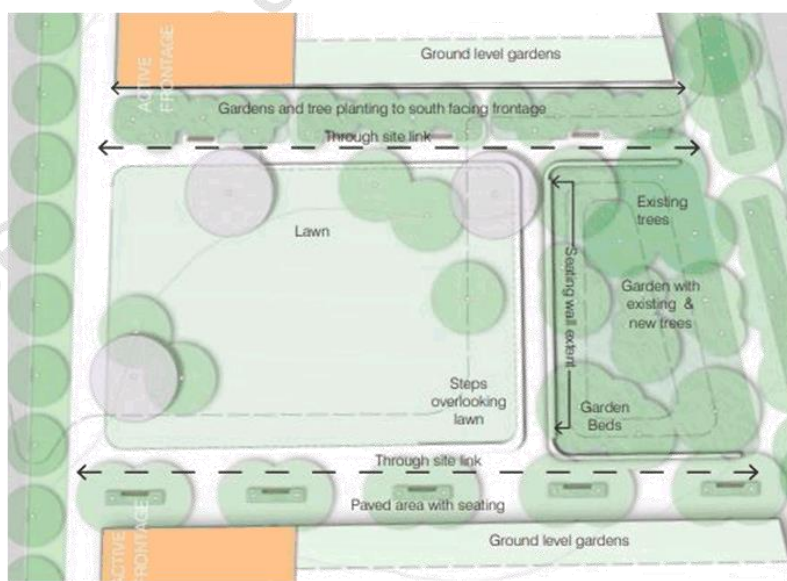


Figure 7.7.20 Built Form and Open Space Diagram- Indicative Concept for proposed park

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Figure 7.7.17 Location Plan Allen Street

Allen Street Development Site

The Allen Street Development Site "Figure 7.7.17 Location Plan Allen Street" on page 7|93 comprising Lot ADP 101124, Lot 35 DP 739309, Lot 3 DP 13475 located on the northern edge of the Arncliffe Precinct and adjoins the Wolli Creek precinct to the north. The parcel is bounded by the Southern and Western Sydney Ocean Outfall Sewer (SWSOOS) to the north, Argyle Street to the east, Allen Street to the south and Arncliffe Street to the west.

The north western half of the site is heavily constrained by stormwater and drainage issues. Two stormwater pipes run under the site and connect to the Bonnie Doon channel. Based on detailed analysis and historical observations, this area is prone to flooding. Developing on this portion of the site would further exacerbate the existing hydrological issues experienced in the area. To deal with these hydrological issues, this portion of the site is to accommodate a new park that has to capacity to serve as a short term stormwater detention basin. Built form analysis and testing of development feasibility identifies that the development of on the south eastern portion of the site would be able to accommodate and support open space on the north western portion of the site.

Objectives

- A. To provide opportunities for the provision of public open space as part of the sites redevelopment; and
- B. To provide opportunities for play facilities, such as basket ball courts for the nearby high school.

Controls

1. Any redevelopment of the site shall include a new public park, and demonstrate compliance with the following controls and shall:
 - a. Ensure that the new park is located in the are bounded by Allen Street, Arncliffe Street and the SWOOS;
 - b. Ensure the new park demonstrates compliance with 4.1.3. Water Management and incorporate storm water detention as required. Liaison with Council's Flood Engineer will be required;
 - c. Ensure the area of the park is as identified at 5000m² in the supporting studies, with the park being subject to extensive flood analysis and modeling;
 - d. Provide path way connections for efficient access through the site to Allen Street and to the new pedestrian connection on top of the SWSOOS;
 - e. Provide generous landscape garden interface to the new building to the south west with new tree planting; and
 - f. Provide areas for passive and active recreation.
2. New buildings must demonstrate compliance with the following controls and shall:
 - a. Provide a 6m wide pedestrian link through the site to the Bonnie Doon Channel;
 - b. Ensure through site links are in accordance with "Figure 7.7.39 Through Site Links Plan Arncliffe North" on page 7|106;
 - c. Provide residential entries along the park edge;
 - d. Ensure the lower 6 storeys are setback 6 meters from Allen Street and Argyle Street frontages;
 - e. Promote slender buildings, towers exceeding 8 storeys should have a maximum floor plate of 800m² gross floor area; and
 - f. The configuration of buildings and structures must ensure that a minimum of 50% of the area of parks and green spaces receive a minimum of 3 hours during lunch hours (12pm - 2pm) on 21 June (mid winter).

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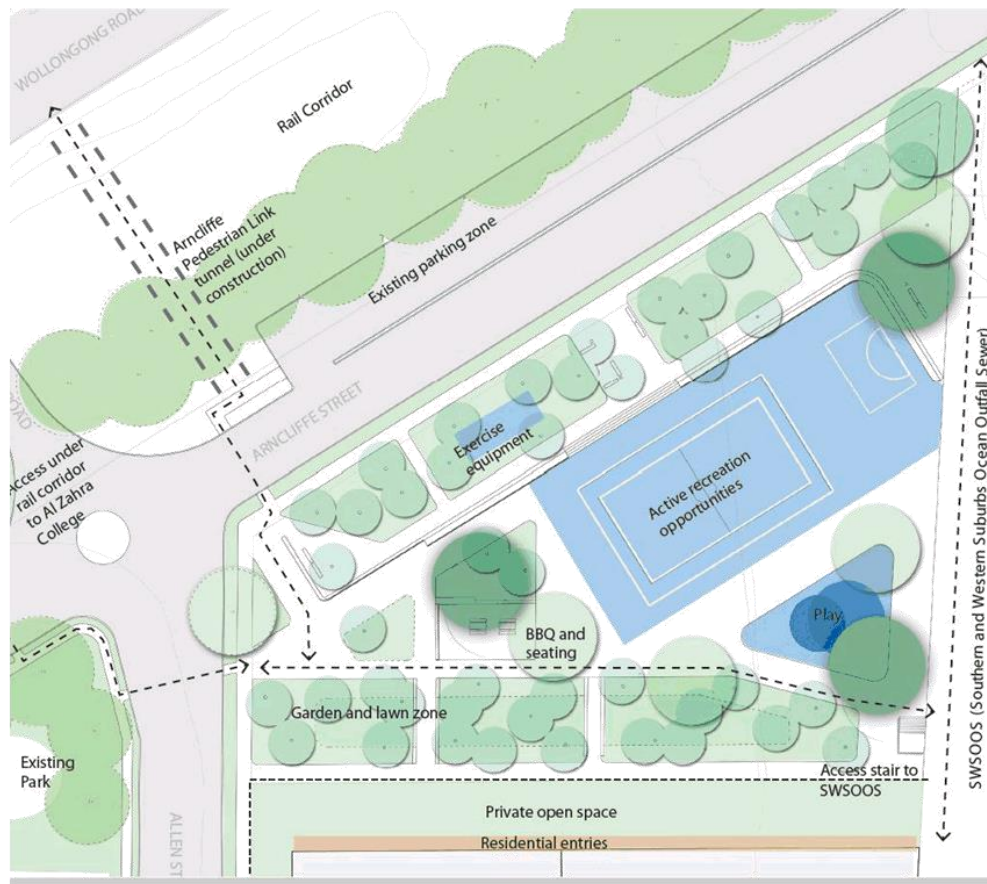


Figure 7.7.21 Indicative Concept Plan Arncliffe Station Park



Passive outdoor seating and BBQ areas



Play Facilities



Play Facilities

Figure 7.7.22 Allen Street Precedents

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Figure 7.7.23 Location Plan Arncliffe Station

Arncliffe Station Park

Arncliffe Station Park identified in "Figure 7.7.21 Indicative Concept Plan Allen Street" on page 7|93 is located on the corner of Burrows Street and Arncliffe Street with the M5 tunnel dissecting the site in half. The park's location is highly accessible for local residents and visitors due to its close proximity to Arncliffe Station. The park will be bound by mixed use residential development, on road parking and the Masjid Darul Imaan Mosque to the south.

Objectives

- A. To provide opportunities for the provision of multifunctional open space;
- B. To provide opportunities for active and passive recreation; and,
- C. To activate the surrounding public domain and streetscape.

Controls

1. A new public park will be delivered, and demonstrate compliance with the following controls and shall:
 - a. Ensure the new park is to be of a relatively flat topography for ease of access and movement;
 - b. Ensure that the new park demonstrates compliance with the 4.1.3 Water Management. Liaison with Council's Flood Engineer is recommended during the design phase of the planning process;
 - c. Incorporate stormwater detention features as required;
 - d. Provide a variety of facilities for all age ranges and types of active and passive use;
 - e. Provide pathway connections should allow for efficient access through to Wooroona Reserve; and
 - f. Ensure any future developments adjoining or adjacent to the park will include active frontages;
2. New buildings adjacent to or within the vicinity of the site must demonstrate compliance with the following controls and shall:
 - a. Ensure building setbacks and site through links are to be in accordance with "Figure 7.7.42 Built Form and Character" on page 7|109; and
 - b. The configuration of buildings and structures must ensure that a minimum of 50% of the area of parks and green spaces receive a minimum of 3 hours during lunch hours (12pm - 2pm) on 21 June (mid winter).

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Figure 7.7.24 Indicative Concept Plan Arncliffe Station Park



Play Facilities



Play Facilities



Passive outdoor seating and BBQ areas

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Figure 7.7.25 Allen Street Precedents

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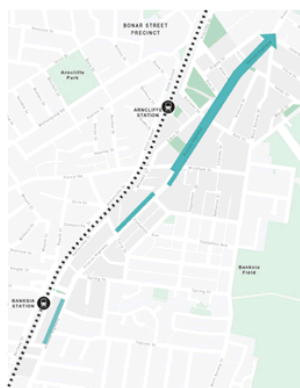


Figure 7.7.26 Princes Highway Landscape Setback

3.3 Landscape Setbacks

Princes Highway Landscape Setback Objectives

- A. To provide strong definition to the public domain and create a consistent and attractive streetscape;
- B. To provide enhanced pedestrian amenity;
- C. To create a landscaped streetscape that can accommodate large tree species; and
- D. To reduce the visual bulk of buildings from the street.

Controls

1. New development in areas identified in "Figure 7.7.26 Princes Highway Landscape Setback" on page 7|97, are to:
 - a. Provide a landscape corridor along the Princes Highway Corridor from Arncliffe to Banksia. A continuous 6 metre deep soil landscape setback is proposed and are required to:
 - i. Retain existing trees, where possible. These trees provide a gateway to the precinct and improve the amenity of the street environment for pedestrians, motorists and residents.
 - ii. Where new trees are required landscape plans are to be developed in consultation with Council. New tree planting will be a minimum 600L pot size planted 8 metre apart, in accordance with Council guidelines;
 - iii. Where awnings are located they must provide adequate weather protection as well as ensuring tree planting has space to grow;
 - b. Relocate footpaths to provide expanded verge and tree planting zones;
 - c. Provide for the provision of under storey planting in garden zones, in accordance with Council guidelines; and
 - d. Include an additional footpath adjacent to retail and ground floor uses with planting;
2. Existing overhead power lines are to be moved underground as each site is redeveloped.

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Figure 7.7.27 Indicative Section and Plan of Intermittent planting along the Princes Highway in the Arncliffe Precinct



Successful Retail Streets with large trees and wide verges



Fast growing gum trees provide a gateway to the neighborhood



Boulevard tree planting to increase amenity of street

Figure 7.7.28 Princes Highway Landscape Setback Precedents

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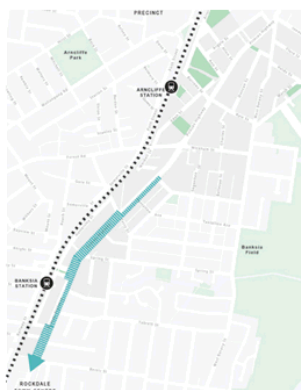


Figure 7.7.29 Princes Highway Intermittent Planting

Princes Highway Intermittent Planting Controls

1. New development in areas identified in "Figure 7.7.29 Princes Highway Intermittent Planting" on page 7|99, are to:
 - a. Provide a modified landscape corridor along the Princes Highway corridor from Avenal Street, South Arncliffe to Bestic Street, Banksia. In this location where there are B6 zones, retail frontages with on grade parking adjacent to the highway consolidated tree planting zones are to be provided. This allows on grade parking to be retained and for consolidated tree planting zones to be provided along the Princes Highway corridor in private land. Consolidated tree planting zones are to satisfy the following criteria:
 - i. Minimum 6 x 6 metre deep soil zones along the Princes Highway frontage (minimum requirement one consolidated planting zone per 20 metres of street frontage);
 - ii. Provision of large trees (minimum 15 metres high), in accordance with Council guidelines;
 - iii. Provision of under storey planting in garden zones, in accordance with Council guidelines; and
 - iv. Provision of WSUD treatment gardens in deep soil zones.
2. Existing overhead power lines are to be moved underground as each site is redeveloped.

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Part 7 Special Precincts

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7.7 Arncliffe and Banksia

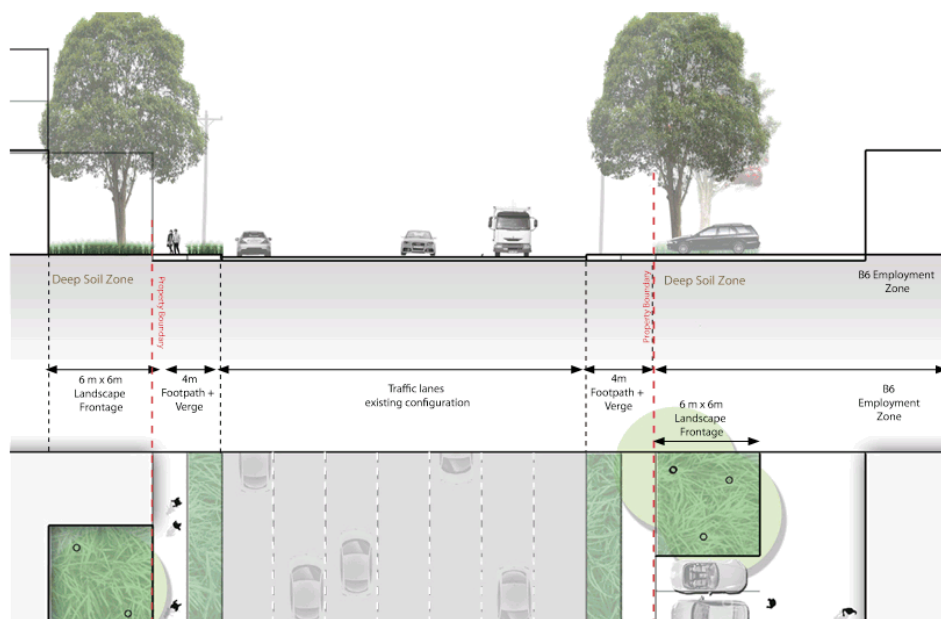


Figure 7.7.30 Indicative Section and Plan of Intermittent planting along the Princes Highway in the Banksia Precinct

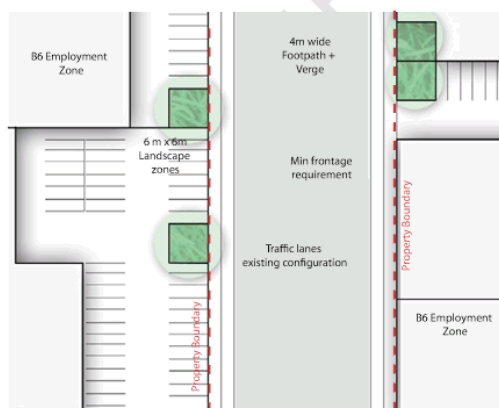


Figure 7.7.31 Option for Tree Planting along Princes Highway in the Banksia Precinct

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Part 7 Special Precincts

7.7 Arncliffe and Banksia



Figure 7.7.32 Residential Streets Landscape Setback

Residential Streets Controls

1. Improvements to existing residential streets are proposed to increase canopy cover and improve neighbourhood amenity. New development located in the areas identified in "Figure 7.7.32 Residential Streets Landscape Setback" on page 7|101, are to:
 - a. Provide expanded footpath and verge zones and reduce carriage ways where possible;
 - b. Provide ground floor private open space;
 - c. Relocate footpaths to provide expanded verge and tree planting zones;
 - d. Provide additional street tree planting to street verges, in accordance with Council guidelines;
 - e. Provide additional tree planting between on street parking bays, in accordance with Council guidelines;
 - f. Provide gardens with low shrubs and ground cover rather than lawn verges, in accordance with Council guidelines;
 - g. Consolidate deep soil within setback frontages adjacent to existing streets to allow for additional tree planting in private land. This setback should not include private open space; and
 - h. Allow for the integration and provision of rain gardens within landscape areas.
2. Existing overhead power lines are to be moved underground as each site is redeveloped.

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Rockdale DCP 2011

Part 7 Special Precincts

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7.7 Arncliffe and Banksia

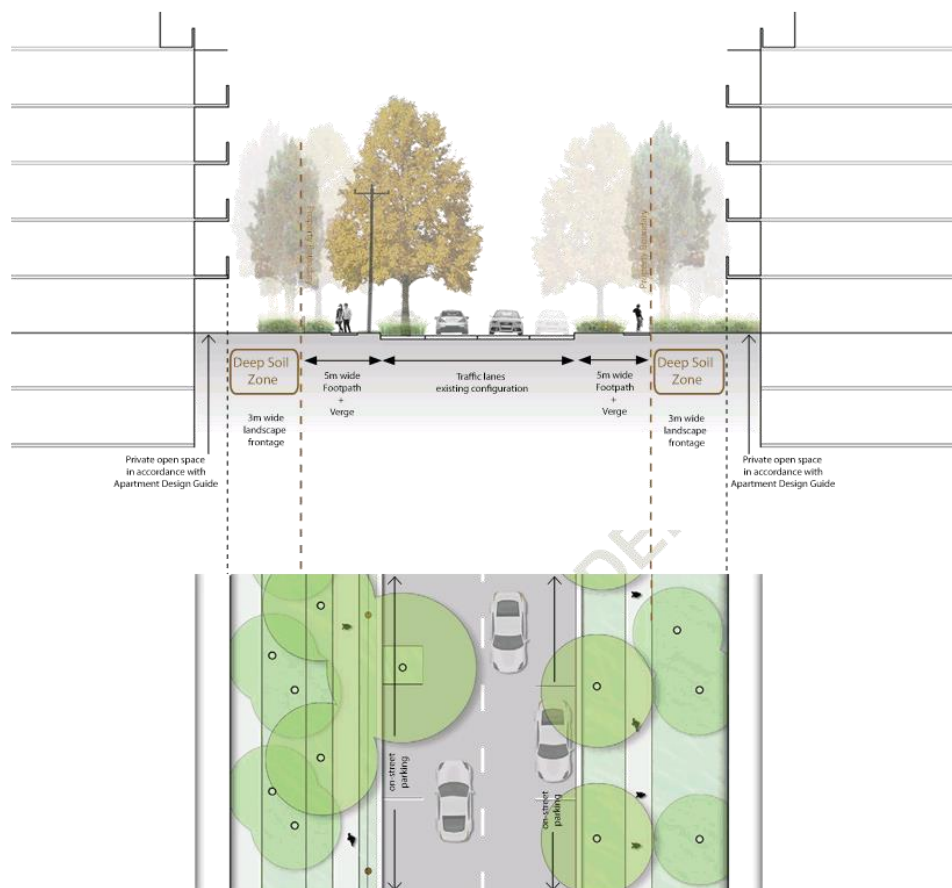


Figure 7.7.33 Indicative Residential Street Section and Plan



Street gardens using understory planting in verges



Street setbacks which incorporate generous areas of planting



Street setbacks which incorporate generous areas of planting

Figure 7.7.34 Residential Street Precedents

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

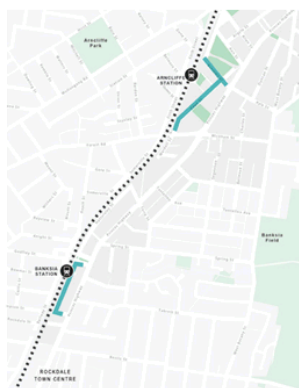


Figure 7.7.35 Retail Streets Landscape Setback

Retail Streets Controls

1. Several existing street reserves are generously proportioned and establish a precedent with large street trees providing amenity and shade. Streets such as Eden Street and Hattersley Street are to be improved through increased and high quality landscaping. New development in areas identified in "Figure 7.7.35 Retail Streets Landscape Setback" on page 7|103, are to:
 - a. Retain existing large scale trees located in street reserves or setbacks or along the rail corridor;
 - b. Reduce excess carriageway areas and lane widths and providing expanded footpath zones for informal gathering, seating and outdoor dining;
 - c. Provide additional tree planting to provide shade and seasonal colour, in accordance with Council guidelines;
 - d. Provide new rain gardens that can filter street runoff;
 - e. Provide new streetscape elements including furniture and improved pedestrian lighting in accordance with Council guidelines; and
 - f. Incorporate distinctive lighting treatments that respond to local character to enhance the night time experience on primary retail streets, in accordance with Council guidelines.
2. Existing overhead power lines are to be moved underground as each site is redeveloped.

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Part 7 Special Precincts

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7.7 Arncliffe and Banksia

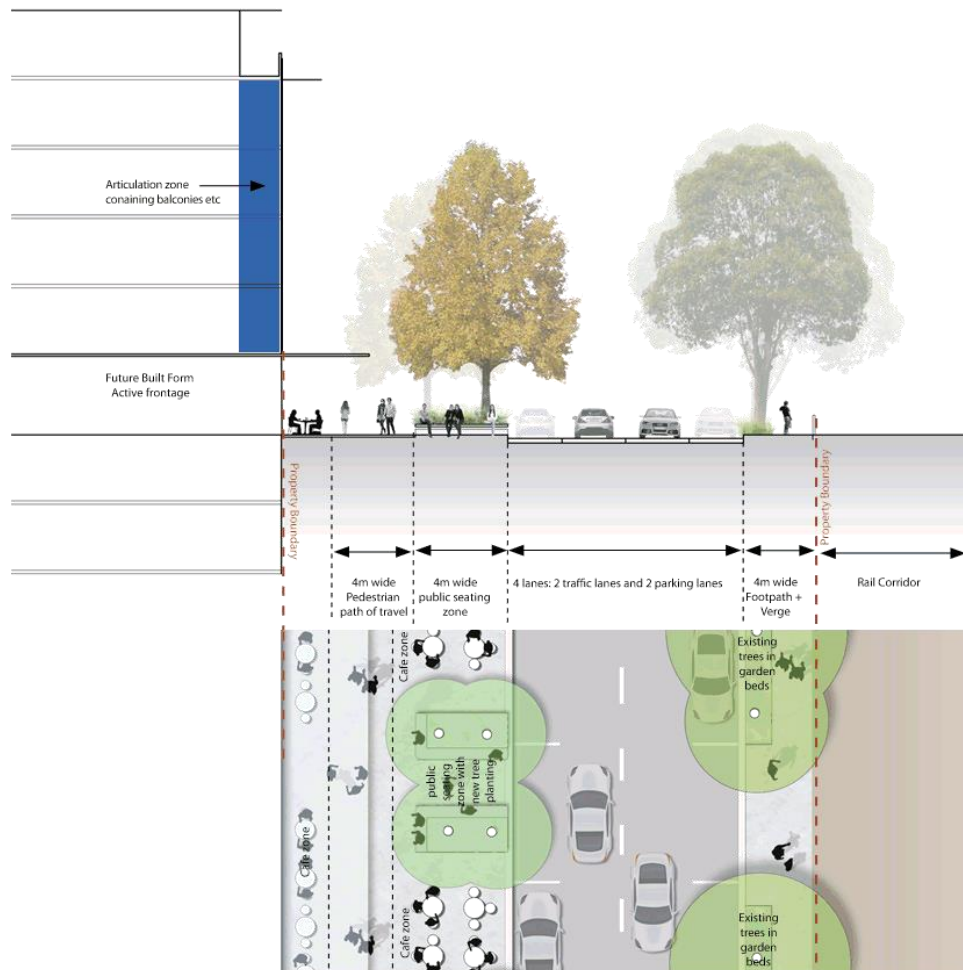


Figure 7.7.37 Indicative Concept Sketch for Firth Street



High quality street tree planting and paving to improve neighbourhood amenity

Figure 7.7.36 Residential Street Precedents



Public domain furniture including individual seats and benches



Decorative lighting to encourage night time activation

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Part 7 Special Precincts

3.4 Through site links

7.7 Arncliffe and Banksia

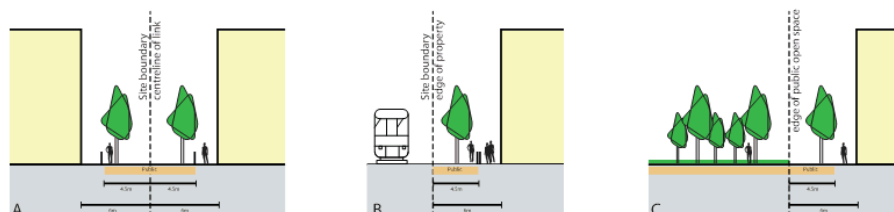
The pedestrian permeability of the Centres will benefit from the provision of additional off street pedestrian connections.

Objectives

- A. To enhance connectivity through the precinct for pedestrians and cyclists as sites redevelop; and
- B. To ensure the safety of pedestrians and cyclists.

Controls

1. Through site links are to be publicly accessible connections through sites, but not on land dedicated to Council for a public purpose;
2. Through site links are to be maintained by the land owner;
3. Through site pedestrian links are to be provided generally in the locations shown on page 7|106 and 7|107;
4. Through site links and potential through site links need to be considered as part of any development application;
5. Where a through site link is provided on site, FSR is based on the total site area;
6. Pedestrian through site links can be provided in a number of ways, including arcades and open links between buildings. To ensure that pedestrian mobility and amenity can be effectively coordinated and integrated, the proponent is to liaise with Council prior to proceeding with detailed site planning and design;
7. Through site links or arcades must connect to a public street on both ends and must be of a straight alignment, with clear visual connections;
8. Pedestrian through site links are to:
 - a. provide active frontages on both sides with clear glazing for windows and doors from floor to ceiling at ground level;
 - b. be a clear and direct throughway for pedestrians;
 - c. provide a minimum for 6 metres setback to building line;
 - d. have a minimum width of 4.5 metres non leasable space clear of all obstructions (including columns, stairs and escalators);
 - e. demonstrate compliance with Crime Prevention Through Environmental Design (CPTED) principles;
 - f. where practicable, have access to natural light;
 - g. have the capacity to provide active frontages on both sides; and
 - h. be air conditioned and have clear glazed entry doors comprising at least 50% of the entrance.
9. Through site links can be adjacent to active frontages, site boundaries (A), transport infrastructure (B) or public open spaces (C) as shown "Figure 7.7.38 Typical through site link cross section" on page 7|105 below.



Note: From the site boundary or centre of proposed or existing link each site should provide:

- Minimum 6 metres setback to building line
- Minimum 4.5 metres to be publicly accessible

Figure 7.7.38 Typical through site link cross section

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7.7 Arncliffe and Banksia

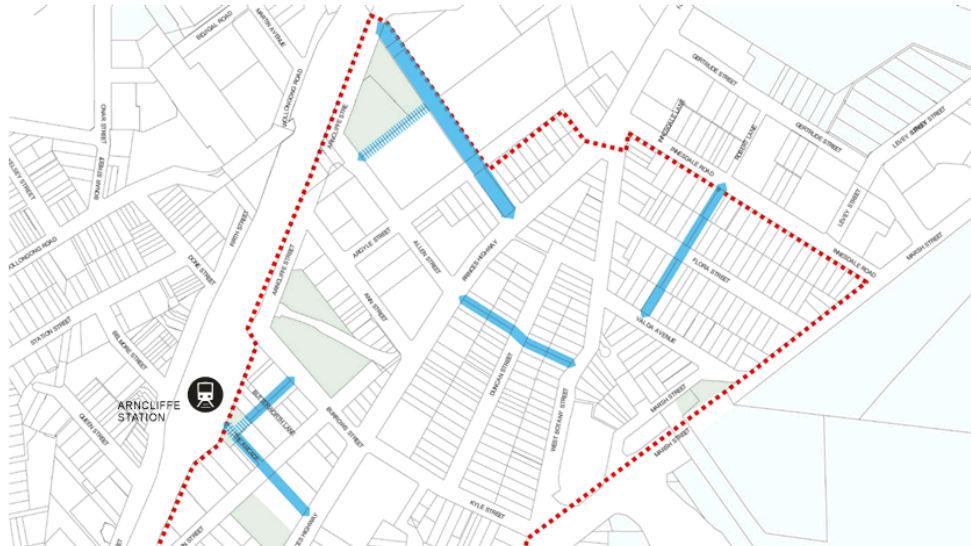


Figure 7.7.39 Through Site Links Plan Arncliffe North



Figure 7.7.40 Through Site Links Plan Arncliffe South

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

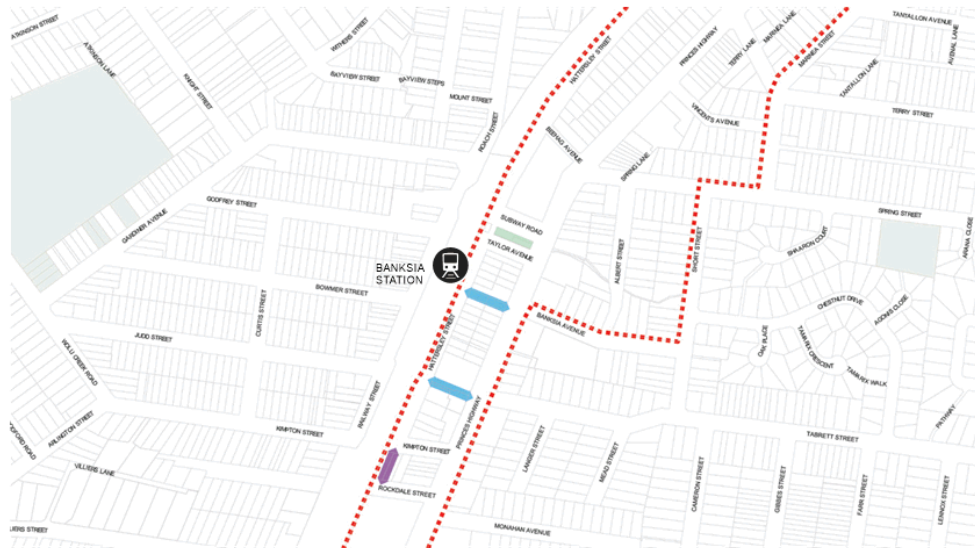


Figure 7.7.41 Through Site Links Plan Banksia

Through site links

- Through site link adjacent to site boundary - see A
- Through site link adjacent to railway - see B
- ||||| Through site link adjacent to open space - see C

General

- - - - - Precinct boundary
- Parks

Part 7 Special Precincts**DRAFT**

7.7 Arncliffe and Banksia

7.7.4 BUILT FORM**4.1 Building Setbacks****Objectives**

- A. To ensure the development creates a positive streetscape and achieves high quality architectural design that promotes commercial, retail and business activity.

Controls

1. New development within the Arncliffe and Banksia Precincts is to provide ground floor building setbacks in accordance with "Figure 7.7.42 Built Form and Character" on page 7|109;
2. New buildings should be built to the street alignment within the locations shown in "Figure 7.7.42 Built Form and Character" on page 7|109;
3. Buildings should be set back 6 metres along the Princes Highway. The setbacks should include significant tree planting, landscaping and a secondary footpath located closer to the shop fronts and away from the traffic; and
4. 5 metres landscaped setbacks are to consist of 3 metres landscaping and 2 metres private courtyards. The landscape zone should include large and medium size tree planting, in accordance with Council guidelines.

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

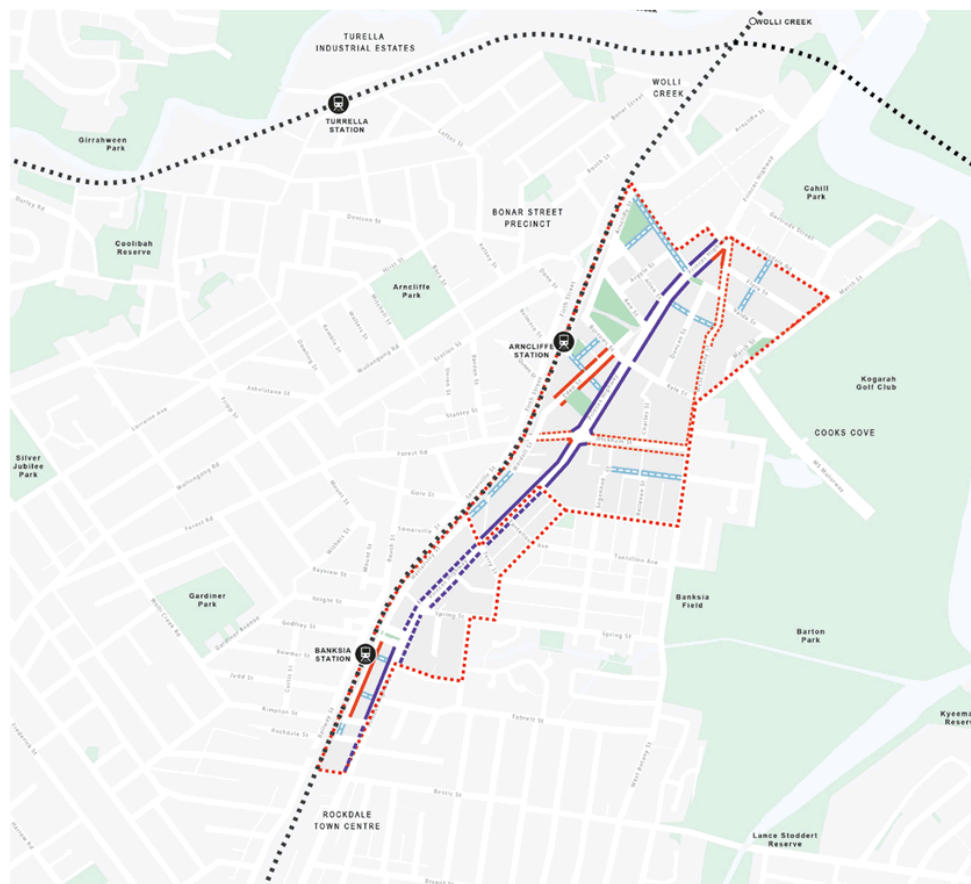


Figure 7.7.42 Built Form and Character

- | | |
|--|---|
| Street edge | General |
| — Built to street alignment with awnings | --- Precinct boundary |
| — Princes Highway - 6m landscape setback | --- Mid-block footpaths |
| - - - Princes Highway intermittent planting - 6m | - - - Railway |
| - - - Landscape setback - 5m | ■ Parks |
| Note: 3m set back required in other areas. | ✱ Proposed new parks |
| | ■ Waterways |

Part 7 Special Precincts**DRAFT**

7.7 Arncliffe and Banksia

4.2 Street Wall Heights**Objectives**

- A. To coordinate building massing along streets and across blocks;
- B. To ameliorate the effects of existing unevenly scaled and massed buildings; and
- C. In addition to the boundary setback requirements, "Figure 7.7.43 Street Wall Heights" on page 7|111 provides additional information on building form, establishing the permissible building envelope and articulation zone within the building envelope.

Controls

- 1. New development within the Arncliffe and Banksia Precincts is to provide street wall heights in accordance with "Figure 7.7.42 Built Form and Character" on page 7|109; and,
- 2. The building envelope shall be set back a minimum of 3m above the Street Wall Heights as identified in "Figure 7.7.43 Street Wall Heights" on page 7|111.

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

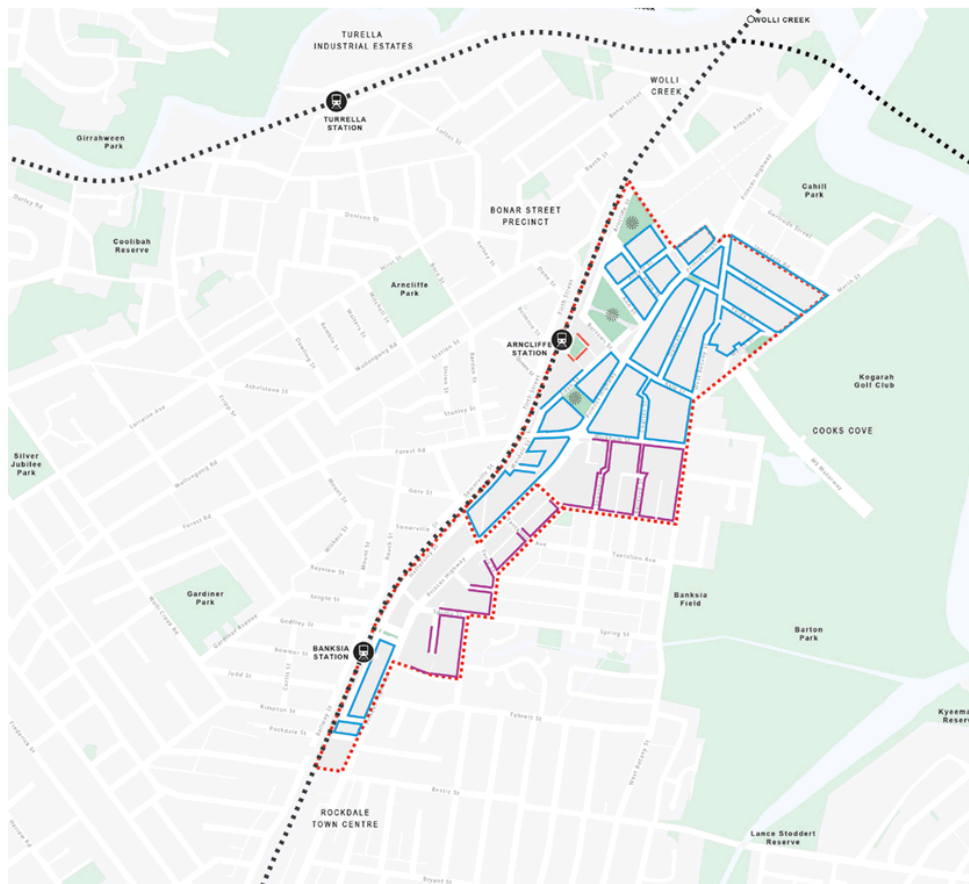


Figure 7.7.43 Street Wall Heights



Part 7 Special Precincts**DRAFT**

7.7 Arncliffe and Banksia

4.3 Active frontages**Objectives**

- A. To encourage active street frontages in suitable locations;
- B. To provide active street frontages to promote activity on the street and public domain; and
- C. To enhance public security and passive surveillance, and improve the amenity to the public domain by encouraging pedestrian activity.

Controls

1. New development is to provide an active street frontage in accordance with "Figure 7.7.44 Active Frontages" on page 7|113;
2. New mixed use development north of Forest Road and fronting the Princes Highway is to provide a floor to ceiling height of 7 metres to accommodate a wide range of retail showroom or commercial uses;
3. A building has an 'active street frontage' if all premises on the ground floor of a building presents to the street or the public domain and are used for the purposes of business or retail premises;
4. Development consent must not be granted for the erection of a building, or a change of use of a building, on land to which this clause applies unless the consent authority is satisfied that the building will have an active street frontage after its erection or change of use;
5. Despite subclause (4), an active street frontage is not required for any part of a building that is used for any of the following:
 - a. entrances and lobbies (including as part of mixed use development);
 - b. access for fire services; and
 - c. vehicle access.
6. New buildings are to demonstrate compliance with the following controls:
 - a. Ground floor frontage to be activated by retail and business premises;
 - b. Locate ground levels at grade with finished footpaths;
 - c. Reinforce corner frontages on primary streets with shop front windows;
 - d. Shop fronts that can open out for restaurants and cafes are encouraged;
 - e. No ground floor residential is permitted;
 - f. Residential lobbies are permitted off the street frontage;
 - g. No vehicle access permitted unless the development has no other street frontage; and
 - h. No service access permitted unless the development has no other street frontage.

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Part 7 Special Precincts

7.7 Arncliffe and Banksia

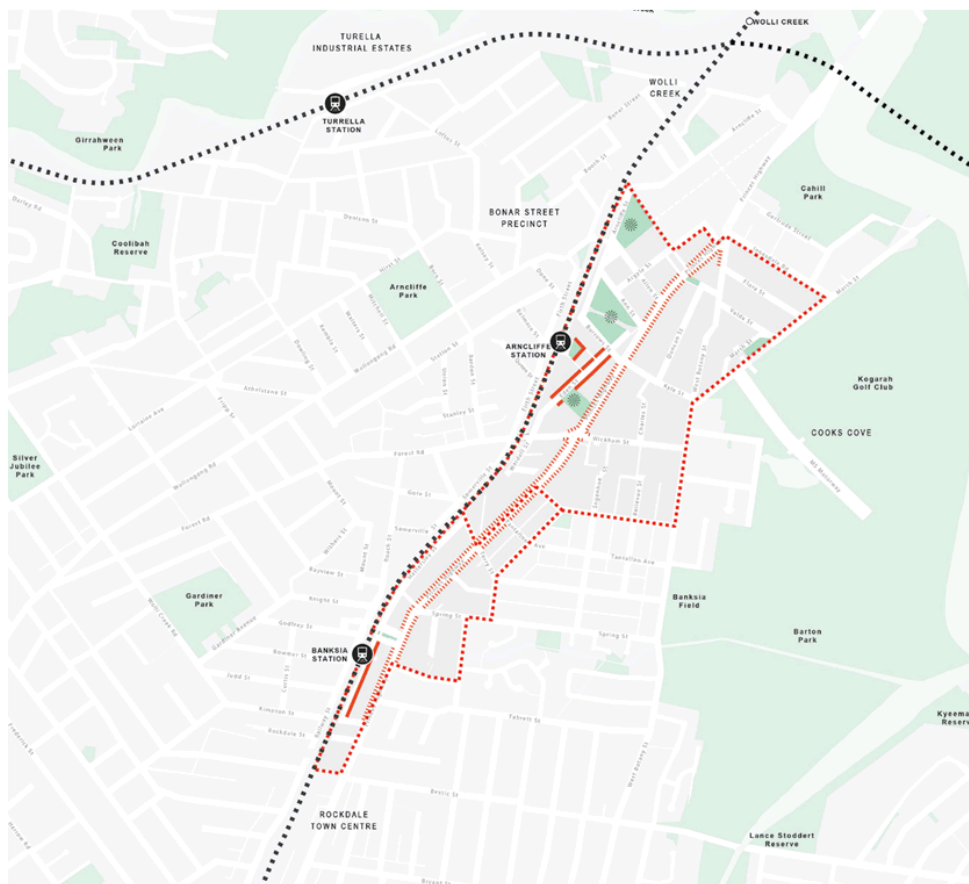


Figure 7.7.44 Active Frontages

Active frontages

- Active frontage
- - - Active frontage - showrooms

General

- - - Precinct boundary
- • • • • Railway
- Parks
- ☼ Proposed new parks
- Waterways

SUMMARY OF HOUSE KEEPING AMENDMENTS TO 7.7 BANKSIA AND ARNCLIFFE DCP CHAPTER

REFERENCE PAGE		AMENDMENT	REFERENCE PAGE - AMENDMENT
7.7 BANKSIA AND ARNCLIFFE			
2.2 Special Character Areas			
1	7 73	<p>Built Form</p> <p>Removed - the lots have a greater frontage of 24 metre with 0 metre side setbacks for party walls with no windows, to allow for the efficient redevelopment of sites</p> <p>Replaced with - Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide</p> <p>Added - Side setbacks are to include deep soil zones and appropriate landscaped treatment.</p> <p>Added - ground level showroom uses along the Princes Highway</p> <p>Added - unless a specific setback is recommended in 4.1 Building Setbacks of this chapter</p>	7 73
2	7 75	<p>Built Form</p> <p>Added - ground level showroom uses along the Princes Highway</p> <p>Added - unless a specific setback is recommended in 4.1 Building Setbacks of this chapter</p>	7 75
3	7 76	<p>Desired Future Character</p> <p>Removed - New commercial uses will be provided along the Princes Highway. Gradual redevelopment will provide a qualitative upgrade to both the built form and landscape of the existing neighbourhood</p> <p>Added - To promote businesses along main roads and to encourage a mix of compatible uses</p> <p>Added - To provide a range of employment uses (including business, office, retail and light industrial uses)</p>	7 76

		<ul style="list-style-type: none"> – – Built Form – Removed - To encourage a wider range of commercial uses, front and side setbacks should not be required however all developments should provide a reasonable scale relationship to any adjacent residential uses with a maximum of 1 storey built to boundary, and development above this providing a 6 metre setback from the rear boundary – – Replaced with - Setbacks must be consistent with chapter 5.4 Highway Commercial of the Rockdale DCP 2011 – 	
– 4	– 7 78	<ul style="list-style-type: none"> – Built Form – Removed - 8 storeys – – Added - (including 7 metre double height floor to ceiling height commercial ground floor) – – Removed - (up to 22 storeys) – – Added - refer to Allen Street Development Site 7 93. – – Added - unless a specific setback is recommended in 4.1 Building Setbacks of this chapter – – Removed - Smaller lots can be developed for new 8 storey buildings, where site amalgamation occurs for two or more adjoining lots, or where there is a street frontage greater than 24 metre.) – – Removed - The Rockdale DCP 2011 requires a 4.5 metre side setback. Within this neighbourhood, a 3 metre side setback may be acceptable for blocks with a frontage of 24 metre or smaller. – – Replaced with - Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide – – Added - Side setbacks are to include deep soil zones and appropriate landscaped treatment 	– 7 78
– 5	– 7 79	<ul style="list-style-type: none"> – Land Use – Removed - 8 storey 	– 7 79

		<p>–</p> <p>– Reworded - Development (including double height, 7 metre floor to ceiling height commercial ground floor) is proposed on sites fronting the Princes Highway</p> <p>–</p> <p>– Added - unless a specific setback is recommended in 4.1 Building Setbacks of this chapter</p> <p>–</p>	
– 6	– 7 80	<p>– Built Form</p> <p>– Removed - The Rockdale DCP 2011 requires a 4.5 metre side setback. Within this neighbourhood, a 0 metre side setback may be acceptable for blocks with a frontage of 24 metre or smaller</p> <p>–</p> <p>– Replaced with - Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide</p> <p>–</p> <p>– Added - Side setbacks are to include deep soil zones and appropriate landscaped treatment</p> <p>–</p> <p>– Added - New through site connections (6 metre wide) between West Botany Road and Princes Highway will break up the proposed continuous building form and encourage pedestrian connection from the east to west. Links should be provided on the side boundary of an amalgamated development site.</p>	– 7 80
– 7	– 7 82	<p>– Built Form</p> <p>– Removed - Up to 12 storey development is proposed on sites west of the Princes Highway, for sites with a minimum street frontage of 24 metre</p>	– 7 81
– 8	– 7 82	<p>– Added - unless a specific setback is recommended in 4.1 Building Setbacks of this chapter</p> <p>–</p> <p>– Removed - The Rockdale DCP 2011 requires a 4.5 metre side setback. Within this neighbourhood, a 3 metre side setback may be acceptable for blocks with a frontage of 24 metre or smaller.</p> <p>–</p> <p>– Replaced - Provision of high quality residential amenity in terms of privacy and built form by complying with SEPP 65 - Design Quality of Residential Apartment Development, side and rear setbacks must follow built form separation</p>	– 7 82

		<p><i>standards as outlined in Part 2F Building separation as outlined in the Apartment Design Guide</i></p> <ul style="list-style-type: none"> – – Added - Side setbacks are to include deep soil zones and appropriate landscaped treatment – – Public Domain – Added - A new through site connection (6m wide) connecting Segenhoe Avenue to West Botany Street (aligning with Brennans Road) through to the Eve Street Wetlands active transport network. Links should be provided on the side boundary of an amalgamated development site – – Added - Links should be provided on the side boundary of an amalgamated development site 	
– 9	– 7 83	<ul style="list-style-type: none"> – Added - Public Domain – – Added - New through site connections (6m wide) is proposed, which will connect Banksia Avenue to Hattersley Street and connect Tabrett Street to Hattersley Street to provide pedestrian linkages to Banksia Station. Links should be provided on the side boundary of an amalgamated development site – – Added - A new through site connection (consistent with prevailing Hattersley street width) between Kimpton Street and Rockdale Street connecting Hattersley street on both sides – 	– 7 83
– 3.2 Public Domain and Open Space			
– 10	– 7 93	<ul style="list-style-type: none"> – Allen Street Development Site – – Controls – Removed - 10m wide pedestrian link – – Replaced with - 6m wide pedestrian link to be consistent with through site link controls – 	– 7 93
– 3.4 Through Site Links			
– 11	– 7 106	<ul style="list-style-type: none"> – Updated – diagram to provide further guidance on location and intent of through site link locations 	– 7 106 - 7 107
– 4.1 Building Setbacks			
– 12	– 7 108	<ul style="list-style-type: none"> – Updated – as per through site link amendments (see amendment 11) 	– 7 109

Bayside Design Review Panel

REPORT OF THE BAYSIDE DESIGN REVIEW PANEL

Meeting held on Thursday, 4 July 2019 at Bayside Council

[Panel members: Brian Zulaikha, Matthew Taylor, Brendan Randles and Jim Koopman]

ITEM 2

Date of Panel Assessment:	4 July 2019
Description:	Amendments to Rockdale DCP 2011 – 7.7 Arncliffe and Banksia

The Panel met with Kavana Ramachandra (Urban Designer) and Josh Ford (Coordinator Strategic Planner).

Comments
<ul style="list-style-type: none">• '4.3 Active frontage: No ground floor residential is permitted' – The wording can be misread to permit a portion of residential at ground floor behind the active frontage commercial space. Wording may not be expressing what we need. Clear direction on not allowing residential at ground floor needs to be in place. The Panel were seeking clarification as to what the Council intends for the ground level commercial space. In fact, item 3 included a proposal that appeared to have insufficient commercial space facing the Princes Highway to meet the "large format" Council requires, but its residential uses at the rear of the site ie. removed from and facing away from the highway struck the Panel as rather good. Clearly, we do not have the economic background to judge what type or quantity of commercial space is required in the area – so we cannot advise with authority. However, we do wonder if prohibiting residential on the <u>entire ground floor</u> is best practice in all cases. While the Panel believe that ground floor residential uses facing the Princes Highway is untenable and should be prohibited, it points out that there are a range of blocks sizes, depths and shapes along the Princes Highway in the Arncliffe/Banksia area – some with rear lanes, some falling to the rear, others stepping up. In some cases, like Item 3 referred to above, it did seem that the residential use proposed was screened from the highway and appeared reasonable. The Panel however was unsure if this was indeed incorrectly proposed – for sound economic reasons – and that the DCP should prevail.• '2.2 Special Character Areas: Side setbacks are to include deep soil zones and appropriate landscape treatment' – Landscaping is possible without deep soil zones, unless developers are looking at large circumference trees to be planted. The Panel believes that it is appropriate in cases like this to refer to the ADG's soil volume and depth requirements for planting on structure.

Comments

- '2.2 Special Character Areas: Public Domain Site Connections' – Good to bring adjoining property developers together, but in some cases might create conflict between the two. Being dependent on each of their sites may raise issues.

While through site links are of great value to the precinct's permeability and access potential, they do introduce a number of complex issues that are difficult to resolve both conceptually and on the ground. Activation is hard to achieve without a concerted design approach to make it happen; without activation, safety and security can become key issues. Width, proportion, character etc are very important too, however a desirable lane width may not meet the ADG's separation requirements. While detail design standards are crucial to ensure that the link becomes genuinely part of the local public domain, this is hard to produce without a detail design for a specific location. Too often, through site links rely on adjoining developers' co-operation, which cannot be guaranteed. Timing of projects may differ, levels may be completely different – making activation difficult to facilitate from adjoin sites – and so on. So some suggestions:

- never share a through site link between two properties; it must be on one property only
 - try not to dictate too specifically where the cross site link must go; this must depend on how the lots are amalgamated and proposed to a large degree
 - that being said, some through site links must align with existing pedestrian networks to create or continue an existing lane network
 - Given ADG and BCA separation requirements, activation on one side only may be easier to achieve, especially if that is provided by the party building the lane...this should be discussed
 - Unless the framework is highly competent and well considered, over prescription can create a number of issues. For example, I saw a recent proposal for a corner site that was subject to some quite implausible design requirements: while its north and park facing street was ignored, the provision of active lanes on its rear and side boundaries were demanded and the dedication of its south facing courtyard for public use. The Panel could not agree with these demands; the lane's vehicular uses were not going to change, the rear facing public domain was not in evidence or even likely - given a major park was liable to be built across its north facing road – the activated lane lead to nowhere and was liable to fail, and the entire proposal was highly compromised by following these initiatives.
 - I believe these new design proposals – new urban spaces, parks, lanes etc – should be reviewed by the Panel to ensure that they are intelligently conceived, likely to happen and feasible. If they are not based on truly solid urban design principles and a real commitment by Council to fund and construct them, these spaces may create great confusion for developers, Council and its assessment teams.
- '2.2 Special Character Areas: To provide a *range* of employment uses' – Replace word 'range' with variety of uses.
Noted
 - Check if through site links are consistent with the requirements of the Apartment Design Guide (ADG)
See above
 - '2.2 Special Character Areas: Ground level showroom uses along the Princes Highway' – Need a study analysis to support the statement. (As a part of LEP and LSPS, council is undertaking the Economic and Employment land strategy. This statement will be backed up with this report.)
Noted

Written Submissions		
Submission Maker	Issue	Council Officer Response
1	<ul style="list-style-type: none"> Add more street lighting along Arncliffe Street. Recall mention of a dog park at Arncliffe Station Park. Controls should be implemented to not allow for a dog park. Support a community garden at Arncliffe Station Park. 	<ul style="list-style-type: none"> The DCP provides controls that would need to be implemented as part of the assessment of any Development Application on a site by site basis. However, a Public Domain Plan is currently being prepared for Arncliffe and Banksia. Lighting is a key consideration in that Plan. It is not the role of a DCP to identify what specific uses, such as dog parks or community gardens, are to be permitted within a park. This would be determined if Council were to consider the merits of community interest in any such uses for the park in the future. As per above response.
2	<ul style="list-style-type: none"> Concerns over Eden Street redevelopment for Public Housing to 20 storeys Eden Street is used as a carpark for railway users and to store boats and trailers 	<ul style="list-style-type: none"> The draft DCP amendments are not proposing any changes to building height limits, as these were implemented in the Rockdale Local Environmental Plan 2011 through the notification of <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. Representations can be made to Council's Compliance team about specific vehicles or trailers that are parking long term in Eden Street.

	<ul style="list-style-type: none"> ▪ Eden Street is a rat run for speeding motorists ▪ Concerns over loss of established mature vegetation and biodiversity ▪ Concerns over building heights and impacts to solar access ▪ We do not want to be like Wolli Creek, with a lack of open space and grid locked roads in peak hour ▪ Oppose any apartments that lack Architectural merit 	<ul style="list-style-type: none"> ▪ Representations can be made to Council's Traffic Committee to consider the potential for traffic calming devices along Eden Street. ▪ Any future Development Applications (DAs) would need to identify any potential loss of vegetation, which Council staff would subsequently assess in considering a DA. ▪ The draft DCP amendments are not proposing any changes to building height limits, as these were implemented in the Rockdale Local Environmental Plan 2011 through the notification of <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. ▪ Noted. The draft DCP amendments are not proposing any changes to the provision of open space that was implemented in the Rockdale Local Environmental Plan 2011 through the notification of <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. ▪ Noted. The draft DCP amendments are not proposing any changes to the amendments to the Design Excellence Clause that were implemented in the Rockdale Local Environmental Plan 2011 through the notification of <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>.
3	<ul style="list-style-type: none"> ▪ Difficulties with landowners trying to work together to achieve lot 	<ul style="list-style-type: none"> ▪ The Draft DCP amendments are not introducing

	<p>amalgamation</p> <ul style="list-style-type: none"> Many landowners are trying to cooperate to achieve consolidated properties The DCP should include provisions to prevent adhoc and random arrangement of individual development sites Should be a general plan for the arrangement of vehicle access to multiple sites, such as those fronting Wickham and West Botany Streets – various examples provided, including Charles Street and Kyle Street. Isolated sites could result from a lack of cooperation between landowners 	<p>any lot amalgamation patterns.</p> <ul style="list-style-type: none"> Noted. As above. The draft DCP amendments include updated provisions that reference compliance with <i>SEPP 65 - Design Quality of Residential Apartment Development</i>. Specifically, the updated DCP will require that side and rear setbacks must follow built form separation standards as outlined in Part 2F Building separation as outlined in the supporting <i>Apartment Design Guide</i>. This will ensure that development sites achieve appropriate separation between developments, irrespective of existing lot sizes and dimensions, as lot amalgamation will be required where existing lots do not achieve these separation distances. This will limit the potential for individual development sites. Flexibility must be provided in the location of vehicle access within the precinct, due to the above point. The NSW Roads and Maritime Services (RMS) will need to be consulted for any Development Applications fronting the Princes Highway. Council's traffic engineers, along with advice from the RMS, and any traffic consultant's reports for DAs, will determine the safest locations for vehicle access to sites. Noted. Responded to above. Cooperation between landowners is also market driven to a
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	<ul style="list-style-type: none"> ▪ Significant change from historical land use within this locality, being single dwellings, to much higher density development ▪ Residents want a positive legacy, so future residents can enjoy the same amenity that current residents have been able to enjoy 	<p>large extent. Coupled with the amendments to the draft DCP, if landowners wish to develop, they will need to comply with the relevant statutory planning framework – which includes the DCP provisions relating to separation distances between developments.</p> <ul style="list-style-type: none"> ▪ The draft DCP amendments are not proposing any changes to the zoning or development standards (such as floor space ratio or building height limits) implemented in the Rockdale Local Environmental Plan 2011 through the notification of <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>. ▪ Noted. The draft DCP amendments aim to assist with achieving this objective, however, also noting the above point, no changes are proposed in relation to the amendments introduced through the notification of <i>State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018</i>.
4	<ul style="list-style-type: none"> ▪ Request for the property at 185 Princes Highway, Arncliffe to be exempt of the proposed setbacks to the Princes Highway and Forest Road, due to shape of the allotment and difficulties with future redevelopment if these setbacks were imposed ▪ The site is located adjacent to a Heritage Item (School and Church) 	<ul style="list-style-type: none"> ▪ The purpose of the draft DCP amendments are to introduce improved development controls, not to identify any changes to individual site controls. Individual site opportunities and constraints would be considered as part of a merits-based planning assessment of any future Development Application(s) for those individual sites. ▪ Noted. As above.

	under the Rockdale Local Environmental Plan 2011	
5	<ul style="list-style-type: none"> ▪ Reject the proposal outright ▪ Letter did not state intention of extending Roberts Lane to Valda Avenue, via Innesdale Road and Flora Street – this is a blatant deception by Council ▪ Rezoning proposal only made mention of site links equal to footpath width, no mention of 6 metre width ▪ This substantially devalues the properties in question 	<ul style="list-style-type: none"> ▪ Noted. The DCP is not a development proposal, rather it is a set of development controls. ▪ The notification letter was sent to residents within the area that the DCP applies, so that they could review any of the amendments and provide a submission. The notification letter successfully alerted the submission maker of the proposed amendments, enabling them to review it and provide their comments. ▪ The increase in proposed through site link width is not to allow for roads, but instead to allow for more obvious and legible way finding for pedestrians and cyclists. By mapping indicative through site links, future Development Applications will need to identify the location and provision of land for through site links in these localities. ▪ The through links won't necessarily result in the burdening of a single property. The locations identified allow for a sharing of the through site link along the side boundaries of adjoining properties, in most cases. In any case, the locations are indicative, hence their inclusion in a DCP and not on an LEP Land Reservation Acquisition Map. This also allows for flexibility in the timing of the delivery of the through site links over time, which can be achieved through a different mechanisms, including as part of a

	<ul style="list-style-type: none">▪ Developers will not touch any of the affected properties▪ Council is yet again trying to deceive residents by sneaking this through	<p>Voluntary Planning Agreement, or a Condition of Consent on a Development Application.</p> <ul style="list-style-type: none">▪ This comment is unsubstantiated, as a developer may indeed purchase several properties and amalgamate the allotments, and use one of the mechanism mentioned above to deliver the through site link.▪ As mentioned above, the notification letter was sent to residents within the area that the DCP applies, so that they could review any of the amendments and provide a submission. The notification letter successfully alerted the submission maker of the proposed amendments, enabling them to review it and provide their comments. There was no deception in alerting the community to the proposed amendments, and directing them to the exhibition materials and how they could provide feedback.
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Council Meeting

9/10/2019

Item No	8.3
Subject	Voluntary Planning Agreement - 83-85 Railway Street, Rockdale
Report by	Michael McCabe, Director City Futures
File	F18/1188

Summary

A Draft VPA was placed on public exhibition on 2 August 2019 in relation to 83-85 Railway Street, Rockdale. The draft VPA offer made to Council in March 2018 included

- Provision of access to the development via a right of carriageway on the Council's land, including for construction access to the development;
- Converting the existing laneway (Hesten Laneway) into public parking, to expand the availability of visitor parking and public parking in the area;
- Dedication of a stratum lot to the north of Hesten Laneway to Council to facilitate access.

1 submission was received during the public exhibition period. It is recommended that the VPA now be executed in accordance with Council delegations.

Officer Recommendation

That Council notes the outcomes of the exhibition of the Voluntary Planning Agreement (VPA) for 83-85 Railway Street, Rockdale and executes the VPA in accordance with Council delegations.

Background

In June 2016 Council received a Development Application (DA2017/27) for the demolition of all existing structures on the site and the construction of a 7 storey, mixed use building, basement parking and strata subdivision.

In May 2017, discussions took place between Council and the developer to address access issues to the rear of the site. It was proposed that a right of way be provided across Council owned land to the rear of the Guild Theatre, which is the neighbouring property at 87 Railway Street, Rockdale.

A Letter of Offer was received by Council in March 2018, proposing that the developer and Council enter into a Planning Agreement.

In May 2018 the Bayside Planning Panel determined that a VPA should be a Deferred Commencement condition of the development approval. In 2018 council progressed negotiations with the Proponent. The draft Planning Agreement proposed the following public benefits in return for granting the right of way to address access issues to the site:

- Dedication of land to create a North-south pedestrian link in the form of a stratum lot to connect Hesten Lane and the public car park to the rear of the Guild Theatre (87 Railway Street)
- Landscaping and embellishment works to the pedestrian link
- Upgrade to the public car park, including the provision of additional car parking spaces

In May 2019 Council officers met with members of the Guild Theatre to explain the Voluntary Planning agreement process and content.

In August 2019 Council placed the draft Voluntary Planning Agreement (Refer **Attachment 1**) on public exhibition in accordance with the provisions of the *Environmental Planning and Assessment Act 1979*.

1 submission was received, on behalf of the Guild Theatre (Refer **Attachment 2 and 3**). The submission supported the reduction in width of the footpath and reconstruction of the kerb. However, the submission also identified the Guild Theatres preference for priority access to the car park on occasion. This is not a matter for amendments in relation to the Voluntary Planning agreement, rather managed through appropriate parking signage and permits associated with the Guild Theatre's activities when the new parking arrangements and being constructed and in operation thereafter.

The General Manager has Council delegation to execute the Agreement.

Financial Implications

Not applicable	<input checked="" type="checkbox"/>	Dedication of land and works in kind. No monetary contribution will be received from the VPA.
Included in existing approved budget	<input type="checkbox"/>	
Additional funds required	<input type="checkbox"/>	

Community Engagement

The Draft VPA was placed on public exhibition from 2 August to 30 August 2019 and was available to view online at the Bayside Council Have Your Say webpage and in hard copy at the Rockdale and Eastgardens Libraries.

Attachments

- 1 83 85 Railway Street Rockdale Draft VPA [↓](#)
- 2 83 85 Railway Street Draft VPA Community Engagement report [↓](#)
- 3 Submission Guild Theatre [↓](#)

83 - 85 Railway Street, Rockdale

Planning Agreement

Under s 7.4 of the *Environmental Planning and Assessment Act 1979*

BAYSIDE COUNCIL

and

ELIAS ESTEPHAN DACCOUR

5 September 2019
Ss / mark / 3.16 / 4 11 2017
Doc ID 650169083/v1

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Contacts Sheet

Council:

Name: Bayside Council ABN 80 690 785 443 Branch 003
Address: 444 - 446 Princes Highway, ROCKDALE NSW 2216
Telephone: (02) 9562 1666
Facsimile: (02) 9562 1777
Email: council@bayside.nsw.gov.au
Representative: Meredith Wallace
General Manager

Developer:

Name: Elias Estephan Daccour
Address: 44A Townsend Street, Blakehurst NSW 2221
Telephone: 0424 604 301
Facsimile: Not applicable
Email: louiorg@optusnet.com.au
Representative: Not applicable

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83 - 85 Railway Street, Rockdale

This Agreement constitutes a planning agreement within the meaning of s 7.4 of the *Environmental Planning and Assessment Act 1979*, and facilitates the provision of Development Contributions for the Public Benefit.

Parties

Bayside Council

ABN 80 690 785 443 Branch 003 of 444 - 446 Princes Highway, ROCKDALE NSW 2216
(Council)

and

Elias Estephan Daccour of 44A Townsend Street, Blakehurst NSW 2221
(Developer)

Background

- A. The Developer owns the Land identified in **Schedule 2**, known as 83 - 85 Railway Street, Rockdale.
- B. The Developer is a director and secretary and controlling mind and will of Group Living Pty Ltd ACN 143 074 060.
- C. Council owns the Council Land.
- D. The Developer lodged the Development Application seeking approval for the Development, including requests for variations to the height and floor space ratio development standards pursuant to clause 4.6 of the LEP.
- E. The Developer has offered to enter into a Planning Agreement in accordance with section 7.4 of the Act, by way of letter dated 2 March 2018.
- F. The Developer has obtained development consent for the Development subject to conditions, by way of Notice of Determination dated 22 May 2018 which granted development consent for *'[r]etention of the existing facade, demolition of the remainder of the building and construction of a seven (7) storey mixed use development containing 18 residential units, one (1) commercial tenancy and basement car parking, provision of public footway access at the rear, and stratum subdivision into 2 lots'*. Deferred commencement condition B provides *'[a] voluntary planning agreement (VPA) in accordance with the offer set out in the letter from Think Planners to Bayside Council dated 2 March 2018 is to be entered into between the developer and Council'*.
- G. The Developer is prepared to make Development Contributions in connection with carrying out of the Development in accordance with this Agreement.

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Operative provisions

Part 1 - Preliminary

1. Definitions and interpretation

1.1 In this Agreement the following definitions apply:

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

Agreement means this Planning Agreement under which the Developer agrees to make the Development Contributions. .

Business Day means any day in New South Wales which is not a Saturday, Sunday or any proclaimed public holiday.

Certifying Authority has the same meaning as in the Act.

Consent means development consent No. DA 2017/27 granted by way of notice of determination dated 22 May 2018, including any amendments to same.

Construction Certificate means a construction certificate within the meaning of s 6.4(a) of the Act.

Consultant has the same meaning as in the Records.

Council means Bayside Council, its successors and assigns.

Council Land means Lots 2 and 3 in Deposited Plan 3560 being the whole of the land comprised in Certificate of Title Volume 14560 Folio 36 and known as 87 Railway Street, Rockdale.

Council's Lawyer means HWL Ebsworth.

CPI means the Consumer Price Index (All Groups Sydney) or any other index which supersedes the Consumer Price Index (All Groups Sydney).

Dedicated Land means the land to be dedicated to the Council in accordance with this Agreement.

Defect means a defect with respect to any item of Work which adversely affects the ordinary use and/or enjoyment of the particular item.

Defects Liability Period, in relation to an Item of Work, is twelve (12) months commencing on the date on which the Developer Hands-Over the Item of Work to the Council under this Agreement.

Developer means Elias Estephan Dacour and his successors and permitted assigns.

Developer's Obligations means all of the Developer's obligations under this Agreement.

Development means a mixed use development on the Land, the subject of the Development Application DA-2017/26, comprising '*ir]etention of the existing*

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facade, demolition of the remainder of the building and construction of a seven (7) storey mixed use development containing 18 residential units, one (1) commercial tenancy and basement car parking, provision of public footway access at the rear, and stratum subdivision into 2 lots' which is the subject of the Consent.

Development Application means development application DA-2017/26 lodged with Council.

Development Consent when used generically (as distinct from 'the Consent') has the same meaning as in the Act.

Development Contributions means each of the contributions and works set out in Schedule 3 of this Agreement, to be used for, or applied towards, the provision of a Public Purpose as set out in **Schedule 3**.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in A New Tax system (Goods and Services Tax) Act 1999 (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Hand-Over means the completion of the construction of an Item of Work in accordance with the requirements of the Council and the delivery or dedication of that Item of Work to the Council in accordance with this Agreement.

Hand-Over Date, in relation to an Item of Work, means the date specified in Column 4 of **Schedule 3** opposite the Item of Work specified in Column 1 of that Schedule.

Item of Work means an item of the Works as specified in **Schedule 3**.

Just Terms Act means the Land Acquisition (Just Terms Compensation) Act 1991.

Land means the land specified and described in **Schedule 2**.

LRS means New South Wales Land Registry Services

Loss means any loss, claim, action, liability, damage, demands, cost, charge, which Council, its employees, officers, agents, contractors and workmen sustains, pays, suffers or incurs or is liable for arising in connection with the carrying out by the Developer of any Item of Work and the performance by the Developer of any obligation under this Agreement, including (but not limited to) reasonable legal and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts reasonably paid in settlement of any claim or action

Occupation Certificate has the same meaning as in the Act.

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

Public Purpose has the same meaning as in s 7.4 of the Act.

Rectification Certificate means a compliance certificate within the meaning of section 6.4(e) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the Rectification Notice.

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Rectification Notice means a notice in writing that identifies a Defect in an Item of Work and requires rectification of the Defect within either the Defects Liability Period.

Rectification Security means a bond or bank guarantee for 10% of the Security Amount.

Records means the Rockdale Technical Guide-Works-As-Executed Records.

Registrable form means the document is properly executed and witnessed and bears an imprint from Revenue New South Wales to the effect that all necessary duties have been paid, and is otherwise capable of immediate registration by the LRS on the title of the relevant piece or parcel of land.

Regulation means the Environmental Planning and Assessment Regulation 2000.

Security means a bond or bank guarantee for the Security Amount.

Right of Carriageway means a proposed right of carriageway over the Council's Land in the area marked 'Driveway R.O.W.' (not coloured) on the plans contained at **Schedule 4**, being a non exclusive right of carriageway, in common with the public, benefitting the Developer's Land.

Security Amount means of \$100,000 indexed annually in accordance with annually by the increase in the CPI during the prior year computed from the date of this Agreement

Service Provider means a provider of services relating to an Item of Work which must have the relevant expertise, experience, approvals, permits and licences to lawfully carry out or implement that Item.

Sketch Plan means the sketch plan contained at **Schedule 7** setting out the works relating to reconfigured parking spaces adjacent to the Guild Theatre.

Specifications means the specifications for the Works set out in **Schedule 4**

Strata Plan means a strata plan or strata plan of subdivision within the meaning of the Strata Schemes Act.

Strata Schemes Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Subdivision Plan means a plan of subdivision of the Land whereby the Dedicated Land is created as a separate legal stratum lot with separate title.

Works means the works to be carried out by the Developer under this Agreement as described in Part B of **Schedule 3**.

Works-As-Executed Records means a plan setting out a record of construction completed in accordance with the Rockdale Technical Guide – Works-As-Executed Records.

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

1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

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- 1.2.2 A reference to a Business Day means a day other than a Saturday, Sunday or bank or public holiday in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference to time is local time in Sydney,
- 1.2.5 A reference to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.6 A reference to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.7 A reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.8 A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.9 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.10 An expression importing a natural person includes any company, corporation, trust, partnership, joint venture, association, unincorporated association, body corporate, statutory body, statutory authority or governmental agency.
- 1.2.11 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.12 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.13 Reference to the word "include" or "including" are to be construed without limitation.
- 1.2.14 A reference to this Agreement includes the agreement recorded in the Agreement.
- 1.2.15 A reference to a party to this Agreement includes a reference to the personal representatives, legal representatives, agents and contractors of the party, and the party's successors and assigns substituted by novation.
- 1.2.16 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.17 Notes appearing in the Agreement are operative provisions of this Agreement.

2. Application of this Agreement

- 2.1 This Agreement applies to the Land and to the Development.

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3. Status and operation of this Agreement

- 3.1 This Agreement takes effect from the date this Agreement is executed by the Parties.
- 3.2 The Parties each agree that this Agreement is a Planning Agreement within the meaning of Section 7.4 of the Act and is governed by Part 7, Division 7.1, Subdivision 2 of the Act.
- 3.3 This Agreement will remain in force until:
 - 3.3.1 It is terminated by operation of law; or
 - 3.3.2 1 month after all of the Developer's Obligations under this Agreement are performed or satisfied.

4. Further agreements relating to this Agreement

- 4.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

5. Application of s 7.11, s 7.12, s 7.24 of the Act to the Development

- 5.1 The parties each agree that this Agreement does not exclude the application of sections 7.11, 7.12, 7.24 of the Act in respect of the Development.
- 5.2 The Developer agrees that the Development Contributions are not to be taken into account in determining a development contribution under Section 7.11 of the Act.

Part 2 – Development Contributions

6. Provision of Development Contributions

- 6.1 **Schedule 3** has effect in relation to the Development Contributions to be made by the Developer under this Agreement.
- 6.2 The Developer must make the Development Contributions (as set out in **Schedule 3**) to Council in accordance with this Agreement.
- 6.3 The Council must apply each Development Contributions made by the Developer under this Agreement towards the Public Purpose for which it is made and otherwise in accordance with this Agreement.

7. Dedication of land

- 7.1 The Development Contributions comprising the dedication of the Dedicated Land to the Council is made for the purposes of this Agreement when an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to Council is registered at the LRS.
- 7.2 The Developer must at no cost to the Council, carry out all steps required to dedicate the Dedicated Land to the Council free from encumbrances in accordance with this Agreement. For the avoidance of doubt this clause does not mean that the

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Developer is liable for internal staff costs incurred by Council in relation to processing the transfer.

- 7.3 The Parties acknowledge and agree that as at the date of this Agreement, the Dedicated Land is not contained in a separate lot and cannot be transferred to the Council until the Land is subdivided to create the Dedicated Land as a separate legal lot capable of transfer.
- 7.4 The Developer must at its expense:
- 7.4.1 promptly lodge the Subdivision Plan at the Council for approval (as consent authority and certifying authority) and use all reasonable endeavours to obtain such approval as soon as practicable;
- 7.4.2 following approval by the Council of the Subdivision Plan, promptly:
- (A) lodge the approved Subdivision Plan at the LRS for registration;
 - (B) notify Council's Lawyers in writing of such lodgement; and
 - (C) thereafter, use all reasonable endeavours to obtain registration of the Subdivision Plan at the LRS as soon as practicable.
- 7.5 The Developer must at its expense:
- 7.5.1 within ninety (90) days after registration of the Subdivision Plan at LRS:
- (A) notify the Council's Lawyers in writing of registration of the Subdivision Plan; and
 - (B) take all steps required of the Developer to transfer the Dedicated Land to the Council free from encumbrances.
- 7.6 The Developer and the Council agree and warrant that they will at their own expense, do all things necessary and sign all documents required to facilitate the subdivision of the Land and the subsequent transfer of the Dedicated Land to Council.
- 7.7 If the Developer does not transfer the Dedicated Land as required by this Agreement in accordance with **clauses 7.1 to 7.5**, the Developer consents to the Council compulsorily acquiring the Dedicated Land for compensation of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 7.8 Clause 7.7 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 7.9 The Developer must promptly do all things necessary, and consent to the Council doing all things necessary, to give effect to **clause 7.7** including (without limitation):
- 7.9.1 signing any documents or forms;
- 7.9.2 producing certificates of title to the LRS under the Real Property Act 1900;
- 7.9.3 paying the Council's reasonable costs arising under **clauses 7.7 to 7.9**.
- 7.10 For the avoidance of doubt, the costs referred to in **clause 7.9.3** do not include internal staff costs incurred by Council in relation to processing the compulsory acquisition referred to in **clauses 7.7- 7.9**.

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8. Design and Specification of an Item of Work

- 8.1 The Developer must at its expense engage a Service Provider for design and specification of each Item of Work.

9. Carrying out of an Item of Work

- 9.1 The Developer must produce a detailed design and specification for the Works in accordance with:
- 9.1.1 any reasonable lawful requirements and directions of the Council that are notified in writing to the Developer at any time before the Works are approved in accordance with this Agreement;
 - 9.1.2 the conditions of the Consent for the Development granted in relation to an Item of Work;
 - 9.1.3 the Specifications; and
 - 9.1.4 the Sketch Plan.
- 9.2 The Developer must not apply for a Construction Certificate from the Certifying Authority for an Item of Work until the Council (as the future owner of the Item of Work and not as a planning authority) has approved the detailed design and specification for the Works.
- 9.3 The Developer must not apply for a Construction Certificate from the Certifying Authority for an Item of Work until the Council as roads authority under the *Roads Act 1993* has approved the detailed design and specification for the Works located on Hesten Lane and Walz Street.
- 9.4 The Developer must, at its expense, carry out and complete each Item of Work or engage its Service Provider to carry out and complete each Item of Work, to the reasonable satisfaction of the Council, in accordance with:
- 9.4.1 the detailed design and specification approved by the Council,
 - 9.4.2 all applicable laws, including those relating to occupational health and safety,
 - 9.4.3 the conditions of any development consent granted in relation to the carrying out of that Item of Work;
 - 9.4.4 the conditions of the Consent for the Development; and
 - 9.4.5 the conditions of approval under the *Roads Act 1993*.

10. Construction of an Item of Work

- 10.1 The Developer must engage a Service Provider for implementation/construction of each Item of Work and must implement/construct such Item of Work in accordance with the Building Code of Australia and the development consent for the Development in relation to that Item of Work.
- 10.2 The Developer must ensure that the carrying out of each Item of Work is supervised in accordance with the Records. A Consultant must be appointed:

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- 10.2.1 where the Item of Work is to be constructed by a Service Provider under contract to the Developer, by the Developer, or
- 10.2.2 where the Item of Work is to be constructed by the Developer, by the Council.
- 10.3 The Developer must notify the Council in writing within 14 Business Days of the issue of a corrective action request, non-conformance report or notice of non-conformance issued by the Consultant with respect to the Item of Work in accordance with **clause 10.1** and promptly undertake all corrective action with respect to such Item of Work as required by the Council.

11. Access to the Land and the Deed of Agreement for Right of Carriageway and Works Licence

- 11.1 The Developer is to permit Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Item of Work.
- 11.2 At the time of execution of this Agreement the parties must also execute the Deed of Agreement contained at **Schedule 6**.

12. Protection of people and property

- 12.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
 - 12.1.1 all necessary measures are taken to protect people and property, and
 - 12.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 12.1.3 nuisances and unreasonable noise and disturbances are prevented.

13. Hand-Over of Works

- 13.1 The Developer must submit to the Council the Works-as-Executed Records and written notice for an Item of Work not less than 10 Business Days prior to the date on which it proposes to Hand-Over of the Item of Work.
- 13.2 Council acting reasonably can, within 5 Business Days of receipt of the notice under **clause 13.1**,
 - 13.2.1 request information (in addition to the Works-as-Executed Records) that is relevant to the completion of the Item of Work and delay the Hand-Over of the Item of Work until the Developer has provided the additional information requested to Council's reasonable satisfaction, or
 - 13.2.2 determine that the Item of Work has not met the detail design and specification approved by Council under **clause 9** and issue an Rectification Notice implemented in accordance with **clause 15**.
- 13.3 On Hand-Over of an Item of Work:

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- 13.3.1 the Developer must ensure that an unencumbered title to each Item of Work passes to Council and must give to Council any document of title to each Item of Work if such a document of title exists;
- 13.3.2 Council accepts ownership, possession and control of that Item of Work; and
- 13.3.3 Council returns to the Developer the Security less the Rectification Security for that Item of Work (alternatively, if the Developer provides a new bond or bank guarantee for the Rectification Security, Council must release the whole of the Security).

14. Failure to Comply with the Hand-Over Date

- 14.1 If the Developer fails to Hand-Over an Item of Work by the Hand-Over Date the Council may if it considers, acting reasonably, that the Item of Work is incomplete, call upon the Security and carry out and complete the Item of Work itself.
- 14.2 For the purposes of **clause 14.1**:
 - 14.2.1 the Developer must allow the Council, its servants, agents and contractors to enter the Land at any time for the purpose of completing the relevant Item of Work,
 - 14.2.2 any difference between the Security called upon by the Council and the costs incurred by the Council in completing the Item of Work may be recovered by the Council from the Developer as a liquidated debt due and owing in a court of competent jurisdiction; and
 - 14.2.3 any remaining Security must be returned to the Developer by the Council as soon as possible, after deduction of the Rectification Security or the provision of a replacement bond or bank guarantee for the Rectification Security.
- 14.3 If the Developer fails to Hand-Over an Item of Work by the Hand-Over Date, the Developer irrevocably appoints the Council as its attorney to execute all such documents and do all such things on the Developer's behalf as are necessary or desirable to enable an Item of Work to be Handed-Over to the Council in accordance with this Agreement.

15. Rectification of Defects

- 15.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice.
- 15.2 The Developer must comply with a Rectification Notice at its own cost.
- 15.3 The Developer must comply with the Rectification Notice within a period of time that is reasonable having regard to the practical performance of works required to be performed by the Rectification Notice.
- 15.4 When the Developer considers that rectification is complete, the Developer must give to the Council a Rectification Certificate relating to the item of work the subject of the relevant Rectification Notice and submit to the Council the Works-as-Executed Records and written notice for an item of work on which it proposes to hand-over of the item of work.

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- 15.5 Council acting reasonably can, within 20 Business Days of receipt of the notice under **clause 15.4**:
 - 15.5.1 request information (in addition to the Works-as-Executed Records) that is relevant to the completion of the item of work and delay the hand-over of the item of work until the Developer has provided the additional information requested to Council's reasonable satisfaction, or
 - 15.5.2 determine that the Item of Work has not meet the design and specification approved by Council and issue a further Rectification Notice implemented as pursuant to this Clause.
- 15.6 If the Developer does not comply with a Rectification Notice within the time provided at **clause 15.3**, the Council may, subject to **clause 15.7**, do such things as are necessary to rectify the Defect and may recover, as a debt due and owing in a court of competent jurisdiction, any reasonable cost incurred by the Council in rectifying the Defect.
- 15.7 Before the Council may rectify any Defect in accordance with **clause 15.6**, it must;
 - 15.7.1 notify the Developer in writing of its intention to exercise its right pursuant to **clause 15.6**;
 - 15.7.2 provide the Developer a further 14 days to comply with the Rectification Notice or provide some other response in writing; and
 - 15.7.3 reasonably consider the content of any other written response provided by the Developer provided in that 14 day period.

16. Damage and repairs to Work

- 16.1 The Developer, at its own cost, is to repair and make good to the satisfaction of Council any Loss or damage to an Item of Work from any cause whatsoever which occurs prior to the date on which the Item of Work has been Handed-Over to Council under this Agreement.

17. Variation of Work

- 17.1 An Item of Work is not to be varied by the Developer, unless:
 - 17.1.1 the Parties agree in writing to the variation, and
 - 17.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
 - 17.1.3 the Developer bears all of Council's costs of and incidental to agreeing to and approving the variation under this Agreement.
- 17.2 For the purposes of **clause 17.1**, a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

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Part 3 – Other Provisions**18. Indemnity and insurance**

- 18.1 This clause applies until the expiration of the Defects Liability Period only.
- 18.2 The Developer indemnifies Council from and against all Loss, except to the extent that any Loss is caused or contributed to by the deliberate or negligent act or omission of Council, its employees, officers, agents, contractors and workmen.
- 18.3 The Developer is to take out and keep current to the reasonable satisfaction of Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
 - 18.3.1 contract works insurance; noting Council as an interested party, for the full replacement value of the Works (including the cost of demolition, removal of debris, and remediation, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 18.3.2 public liability insurance for at least \$20,000,000 for a single occurrence, which covers Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 18.3.3 workers compensation insurance as required by law, and
 - 18.3.4 any other insurance required by law.
- 18.4 If the Developer fails to comply with **clause 18.3**, Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a liquidated debt due from the Developer to Council and payable within 30 days after providing an invoice and which may be recovered as a liquidated debt due in a court of competent jurisdiction.
- 18.5 The Developer is not to commence to carry out any Work unless it has first provided to Council satisfactory written evidence of all of the insurances specified in **clause 18.3**.

19. Provision of Security and Charge

- 19.1 The Parties agree that the obligation to carry out the Works will be secured by provision of the Security by the Developer to Council prior to the issue of any Construction Certificate.
- 19.2 The Parties agree in respect of the Items of Works identified in **Schedule 3** and the Security that, where Council is the certifying authority, it may withhold the issue of the relevant Occupation Certificate (as appropriate) until such time as the identified Item of Work is completed or the Security is provided.
- 19.3 The Developer agrees and acknowledges that where the Council is not appointed as the certifying authority, it:
 - 19.3.1 will provide a copy of this Agreement to the certifying authority at the time of appointment of the certifying authority under s 81A of the Act, with a

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copy of the correspondence to the certifying authority to be immediately provided to Council; and

- 19.3.2 will not make any application for any Construction Certificate or any Occupation Certificate in breach of its obligations under this agreement and the terms this Agreement.

19.4 The Developer irrevocably and unconditionally:

- 19.4.1 acknowledges that the Council has a caveatable interest in the Land in accordance with this Agreement;

- 19.4.2 consents to the Council lodging and maintaining a caveat against the title to the Land; and

- 19.4.3 agrees that the Council cannot be required to remove any such caveat from the title to the Land except in accordance with **clause 19.5**.

- 19.5 The Council must promptly withdraw any such caveat from the title to the Land when the Developer has registered this agreement on the title of the Land.

- 19.6 The Council, as caveator, consents to any financier's mortgage being registered on the Land.

- 19.7 Any mortgage registered on the Land prevails over Council's (as caveator) interest in the Land provided that, if in possession of the Land pursuant to the mortgage, such financier will remain bound by the Agreement.

20. Release & return of Security

- 20.1 Subject to **clause 19**, the Council is to release the Security to the Developer as soon as practical following Hand-Over, but may retain the Rectification Security (which can be provided by the Developer as a new bond or bank guarantee in exchange for a full release of the Security) until the end of the Defects Liability Period.

21. Recovery of cost of rectification carried out by Council

- 21.1 If Council incurs a cost in rectifying a Defect in an Item of Work, it may draw on the Rectification Security in accordance with **clause 19** or alternatively, this cost shall be a liquidated debt due and payable by the Developer to Council within 30 days after the production of an invoice and which may be recovered by Council from the Developer in a court of competent jurisdiction.

- 21.2 For the purpose of **clause 21.1**, Council's costs of rectifying a Defect in an Item of Work includes, but is not limited to:

- 21.2.1 the reasonable costs of Council's officers, personal representatives, agents and contractors reasonably incurred for that purpose,

- 21.2.2 all fees and charges necessarily or reasonably incurred by Council in order to have the Item of Work rectified, and

- 21.2.3 without limiting **clause 21.2.2**, all legal costs (assessed on an indemnity basis) and expenses reasonably incurred by Council, by reason of the Developer's failure to comply with this Agreement.

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22. Enforcement in a court of competent jurisdiction

- 22.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 22.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 22.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - 22.2.2 Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

23. Dispute resolution – expert determination

- 23.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 23.2 Any dispute between the parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 23.3 Such a dispute is taken to arise if one Party gives another party a notice in writing specifying particulars of the dispute.
- 23.4 If a notice is given under **clause 23.3**, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 23.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an Expert for Expert Determination.
- 23.6 The Expert Determination is binding on the parties except in the case of fraud or misfeasance by the Expert.
- 23.7 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the Expert Determination.
- 23.8 This clause survives the completion or termination of this Agreement.

24. Dispute resolution – mediation

- 24.1 This clause applies to any dispute under this Agreement other than a dispute to which **clause 23.5** applies.
- 24.2 Such a dispute is taken to arise if on party gives another Party a Notice in writing specifying particulars of the dispute.
- 24.3 If a notice is given under **clause 24.2**, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

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- 24.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation rules of the Law Society of New South Wales published from time to time and must request the President of the law Society, or the President's nominee, to select a mediator.
- 24.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 24.6 This clause survives the completion or termination of this Agreement.

25. Registration of this Agreement

- 25.1 The Parties agree that this Agreement is to be registered for the purposes of section 7.6 of the Act
- 25.2 The Developer must lodge this Agreement for registration on the Register pertaining to the Land no later than 28 days after the date of this Agreement including obtaining the consent of any mortgagee or other person who has an interest in the Land;
- 25.3 The Developer must use all reasonable endeavours to obtain such registration as soon as practicable and promptly after registration, deliver to the Council a title search of the Land confirming registration of this Agreement.
- 25.4 The Parties will take all practical steps to procure:
 - 25.4.1 the consent of each person who:
 - A. has an estate or interest in the Land registered under the Real Property Act 1900 (NSW) or
 - B. is seized or possessed of an estate or interest in the Land, and
 - 25.4.2 the execution of any documents, and
 - 25.4.3 the production of the relevant duplicate certificates of title,to enable the registration of this Agreement under the Real Property Act 1900 (NSW) in the relevant folios of the register for the Developer's Land in accordance with section 7.6 of the Act.
- 25.5 The Developer further covenants and agrees with the Council that pending registration of this Agreement the Council shall be entitled to register a caveat at LRS over the titles comprising the Land to protect its interest therein pursuant to this Agreement.
- 25.6 The Council agrees that, as soon as this Agreement is registered, the Council will immediately withdraw its caveat over the Land.

26. Release and discharge of Agreement by Council

- 26.1 The Council must use all reasonable endeavours and do all things reasonably required to cause the release and discharge of this Agreement with respect to any

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part of the Land (such that the Agreement is no longer registered by LRS under section 7.6 of the Act in relation to that part of the Land) within 14 Business Days after receiving a written request to do so by the Developer, upon the Developer having provided all of the Development Contributions in accordance with this Agreement and otherwise complying with this Agreement to the satisfaction of the Council. Council's satisfaction must not be unreasonably withheld.

27. Assignment and transfer

- 27.1 Unless the matters specified in **clause 27.2** are satisfied, the Developer is not to do any of the following:
 - 27.1.1 if the Developer is the owner of the Land, to transfer the Land to any person, or
 - 27.1.2 assign, transfer dispose or novate to any person the Developer's rights or obligations under this Agreement
- 27.2 The matters required to be satisfied for the purposes of **clause 27.1** are as follows:
 - 27.2.1 the Developer has, at no cost to Council, first procured the execution by the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to Council acting reasonable, and
 - 27.2.2 Council, by notice in writing to the Developer, has stated that evidence satisfactory to Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement,
 - 27.2.3 the Developer is not in breach of this Agreement, and
 - 27.2.4 Council otherwise consents to the transfer, assignment or novation in writing.
- 27.3 Any purported dealing in breach of this **clause 27.2** is of no effect.
- 27.4 Notwithstanding **clause 27.1** the Developer may enter into a contract for sale, and may sell and transfer to a transferee part of the Land forming a strata lot in a proposed Strata Plan, without compliance with **clause 27.2**.

28. Review of this Agreement

- 28.1 The Developer is to provide to Council by not later than each anniversary of the date on which this Agreement is entered into, a written report detailing the performance of its obligations under this Agreement.
- 28.2 The report referred to in **clause 28.1** is to be in such a form and to address such matters as may be notified by Council to the Developer from time to time.
- 28.3 The Parties agree to review this Agreement every 2 years, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.

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- 28.4 For the purposes of **clause 28.3**, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 28.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in **clause 28.3** the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 28.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 28.7 A failure by a Party to agree to take action requested by the other party as a consequence of a review referred to in **clause 28.3** is not a dispute for the purposes of **clauses 23** and **24** and is not a breach of this Agreement.

29. Notices

- 29.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 29.1.1 delivered or posted to that Party at its address set out in the Contacts Sheet,
 - 29.1.2 faxed to that Party at its fax number set out in the Contacts Sheet.
- 29.2 If a Party gives the other Party 3 Business Days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 29.3 Any notice, consent, information, application or request is to be treated as given or made if it is;
 - 29.3.1 delivered, when it is left at the relevant address.
 - 29.3.2 sent by post, 2 Business Days after it is posted.
 - 29.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - 29.3.4 sent via email (unless the sender receives notification to the effect that the email has failed to send).
- 31.4 If any notice, consent, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

30. Approvals and consent

- 30.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under

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this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.

- 30.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

31. Costs

- 31.1 The Developer is required to pay to Council the Council's reasonable legal costs (assessed on an indemnity basis but capped at \$10,000 plus GST) and out of pocket disbursements of preparing, negotiating, executing and stamping this Agreement, and any document related to this Agreement within 20 Business Days of a written demand by Council for such payment.
- 31.2 The Developer is also required to pay to Council the Council's reasonable legal costs (assessed on an indemnity basis) and out of pocket disbursements of enforcing this Agreement within 20 business days of a written demand by Council for such payment except in the case of a dispute that is the subject of court proceedings, in which case any costs will be paid in accordance with orders of the court only.

32. Entire Agreement

- 32.1 This Agreement and the Deed of Agreement at **Schedule 6** contains everything to which the Parties have agreed in relation to the matters it deals with.
- 32.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

33. Further acts

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

34. Governing law and jurisdiction

- 34.1 This Agreement is governed by the law of New South Wales.
- 34.2 Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 34.3 Each party waives any right to object to the exercise of jurisdiction by those courts on any basis.

35. Joint and individual liability and benefits

- 35.1 Except as otherwise set out in this Agreement:
- 35.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and

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- 35.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

36. No fetter

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

37. Representations and warranties

- 37.1 Each Party represent and warrant to each other Party that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

38. Severability

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

39. Modification

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

40. Waiver

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

41. Rights cumulative

- 41.1 Except as expressly stated otherwise in this Agreement, the rights to a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

42. Duty

- 42.1 The Developer as between the Parties is liable for and must pay all duty (including any fine or penalty except where it arises from default by another Party) on or

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relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.

- 42.2 If a Party other than the Developer pays any duty (including any fine or penalty) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it as a result of the Developer first failing to pay such duty, the Developer must pay that amount to the paying Party on demand.

43. Effect of Schedules

- 43.1 Each Party agree to comply with any terms contained in the Schedules to this Agreement as if those terms were included in the operative part of the Agreement.

44. Relationship of the Parties

- 44.1 This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

45. GST

- 45.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a Supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount on GST on that Supply.

- 45.2 Subject to **clause 45.4**, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 45.3 **Clause 45.2** does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 45.4 No additional amount shall be payable by Council under **clause 45.2** unless, and only to the extent that, Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 45.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not

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subject to division 81 of the *A New Tax System (Goods and Services Tax) Act 1999*, each Party agrees:

- 45.6 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 45.7 that any amounts payable by each Party in accordance with **clause 45.2** (as limited by **clause 45.4**) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 45.8 No payment of any amount pursuant to this **clause 45**, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 45.9 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 45.10 This clause continues to apply after expiration or termination of this Agreement.

46. Explanatory Note relating to this Agreement

- 46.1 The **Appendix** contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 46.2 Pursuant to clause 25E(7) of the Regulation, each Party agrees that the Explanatory Note in **Appendix** is not to be used to assist in construing this Planning Agreement.

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Execution**Executed** as an Agreement at Rockdale

date:

2018

Executed on behalf of Bayside Council ABN 80 690 785 443 Branch 003:

General Manager (sign)

Witness (sign)

Meredith Wallace

Name of General Manager (print)

Witness – Name/Position (print)

Executed by Elias Estephan Daccour:

Elias Estephan Daccour (sign)

Witness (sign)

Elias Estephan Daccour (print)

Witness – Name/Position

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Schedule 1: (Section 7.4 Requirements)

Provision of the Act	This Agreement
Under section 7.4(1), the Developer has:	
(a) sought a change to an environmental planning instrument	No
(b) Made, or proposes to make, a Development Application.	Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	No
Description of the land to which this Agreement applies –	The Land described in Schedule 2 to this agreement
The scope, timing and manner of delivery of Development Contributions required by this Agreement – (Section 7.43)(c)	See Schedule 3
Applicability of Sections 7.11, 7.12 and 7.24 of the Act –	See clause 5
Benefits under the Agreement considered for Section 7.11 purposes – (Section 7.4(3)(e)),	See clause 5
Dispute Resolution – (Section 7.4(3)(f))	See clause 23 clause 24
Enforcement of this Agreement – (Section 7.4(3)(g))	See clauses 19 - 22
Registration of the Agreement – (Section 7.6)	Yes, see clause 25

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Schedule 2: The Land

The Land

Lot 1 DP 3560 (known as 83 - 85 Railway Street, Rockdale.)

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Schedule 3: Development Contributions**Part A: Land Dedications**

Column 1	Column 2	Column 3	Column 4
Item	Public Benefit	Contribution Value ⁽¹⁾	Timing
A			
A1	Dedication of land to the Council free of cost of the Dedicated Land comprising a stratum lot in the area shown in green on the plans included in Item A1 of Schedule 4 , limited in depth to approximately 1200mm below the lowest level of the surface of the immediately adjoining Hesten Lane ¹ .	\$NA	Prior to the issue of any Occupation Certificate in relation to the Development.

Part B: Works

Column 1	Column 2	Column 3	Column 4
Item	Public Benefit	Contribution Value	Timing
B			
B1	Landscaping and public domain works on the ground level area shown in green on the plan included in Item A1 of Schedule 4 , being the ground level of the stratum lot required to be dedicated to Council in accordance with Item A1 of this Schedule 3 , with the works to comprise a suitable pedestrian footpath and landscaping on either side of the pedestrian footpath.	\$NA	Prior to the issue of any Occupation Certificate in relation to the Development.

¹ Hesten Lane is also known as Walz Lane.

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B2	<p>Road works in the area of the Right of Carriageway and portion of the Walz Street road reserve to the south of the Right of Carriageway, as shown hatched red/pink on the plan included in Item B2 of Schedule 4, so as to:</p> <p>(a) facilitate access to new public parking on Hesten Lane and the Council Land as referred to in Item B3 of this Schedule 3; and</p> <p>(b) facilitate access to the Development via the Right of Carriageway.</p>	\$NA	Prior to the issue of any Occupation Certificate in relation to the Development.
B3	<p>Public domain and landscaping works on Hesten Lane, the Council Land and the area of the Walz Street road reserve to the south of Hesten Lane, the Council Land and the Right of Carriageway, in the area shown hatched blue on the plan included in Item B3 of Schedule 4, so as to:</p> <p>(a) provide for public parking on Hesten Lane and the Council Land and to facilitate public access to the stratum lot to be dedicated to Council in accordance with Item A1 of this Schedule 3; and</p> <p>(b) facilitate access to new public parking on Hesten Lane and the Council Land; and</p> <p>(c) facilitate access to the Development via the Right of Carriageway;</p>	\$NA	Prior to the issue of any Occupation Certificate in relation to the Development.

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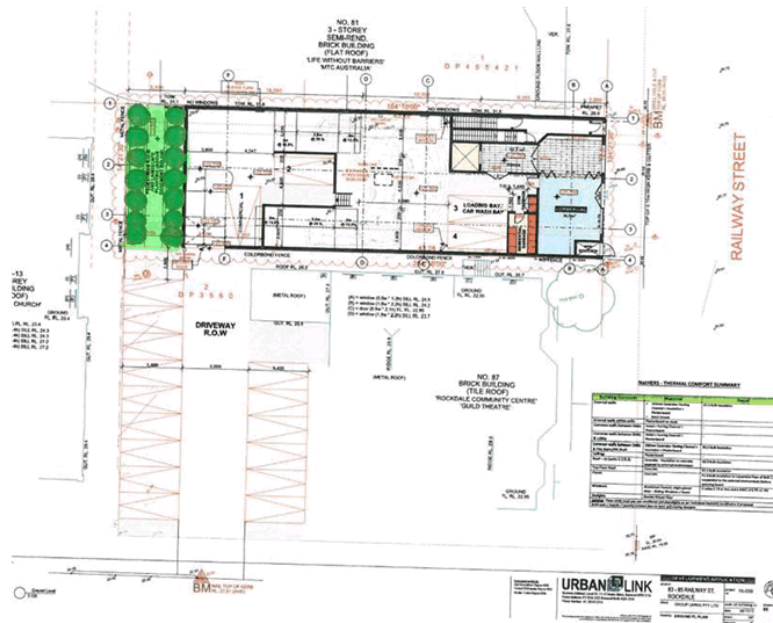
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	(d) provide for the reconfiguration of the existing parking spaces immediately to the west of the Guild Theatre to ensure adequate aisle width and space for parking of vehicles, including reduction in width of existing footpath adjacent to the Guild Theatre and reconstruction of the kerb, as generally set out in the Sketch Plan. .		
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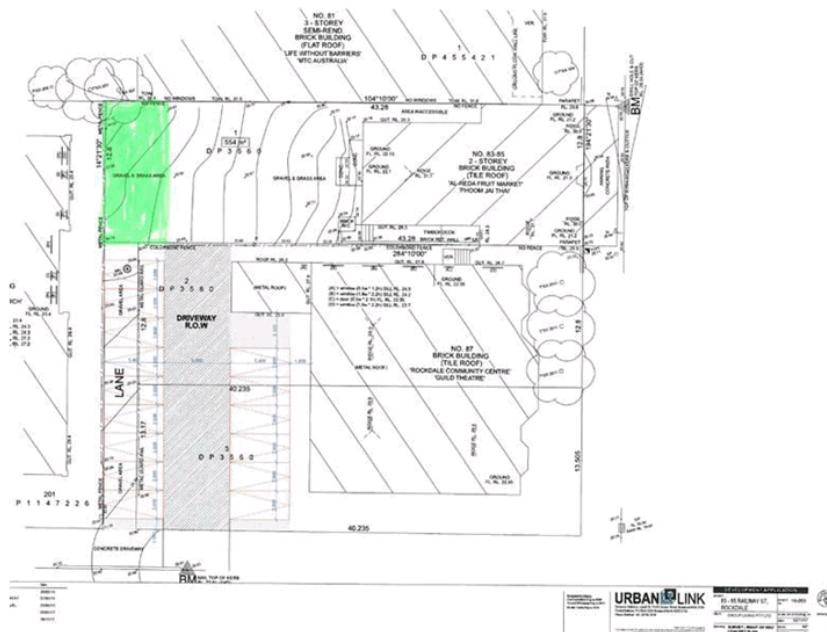
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Schedule 4: Plans**A1 Dedication of stratum lot/**

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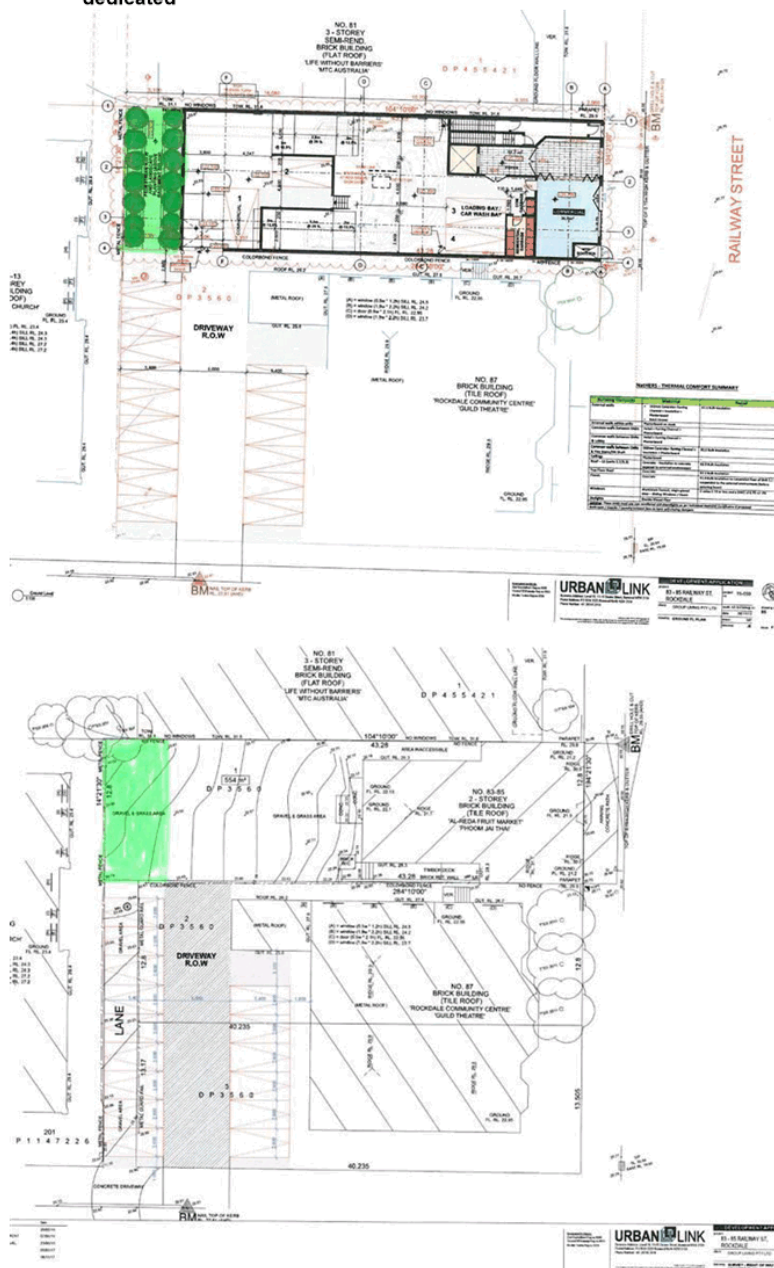
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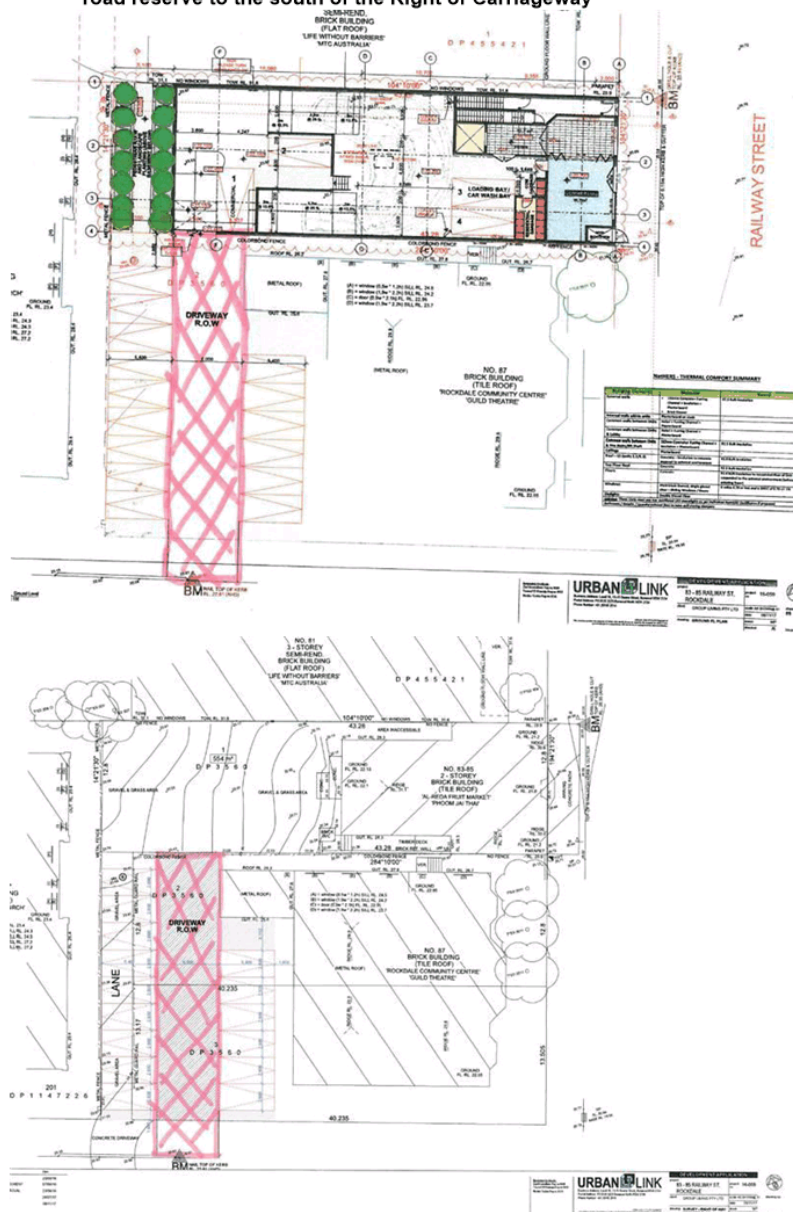
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B1 Landscaping and public domain works on ground level of stratum lot required to be dedicated

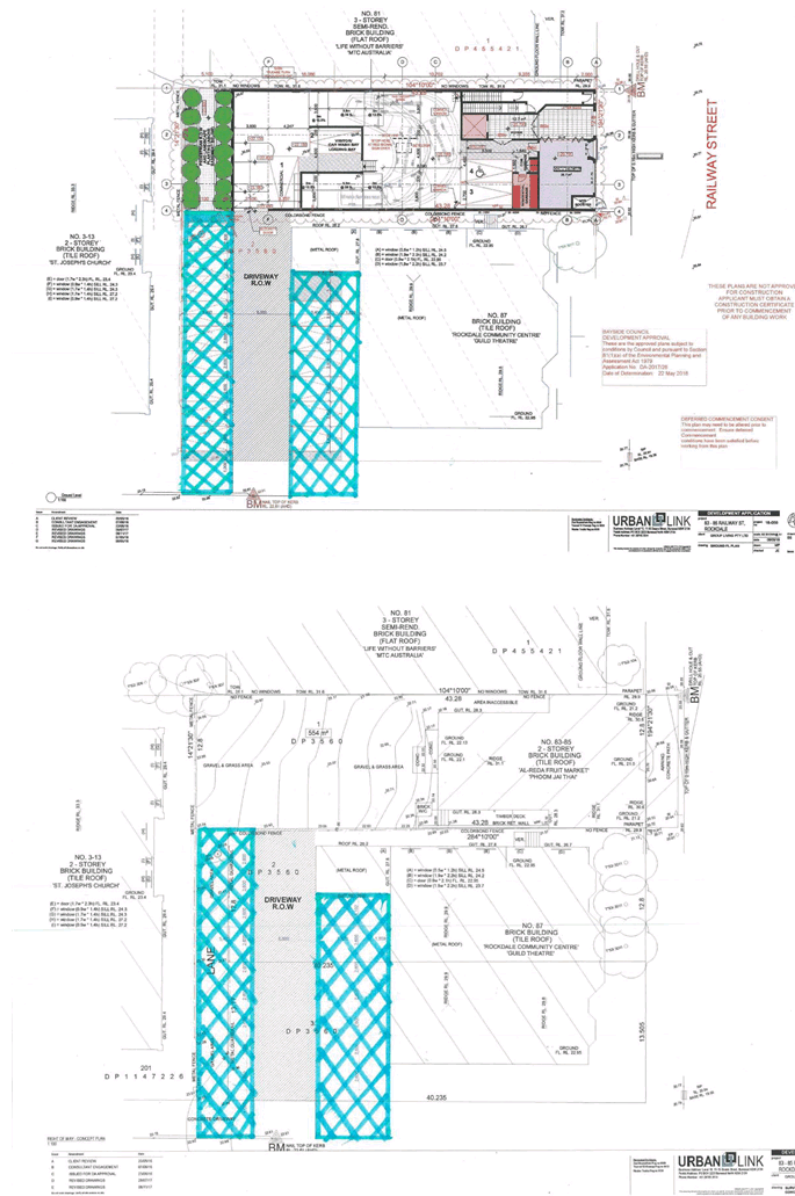


B2 Road works in the area of the Right of Carriageway and portion of the Walz Street road reserve to the south of the Right of Carriageway



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B3 Public domain and landscaping works on Hesten Lane, the Council Land and the area of the Walz Street road reserve to the south of Hesten Lane, the Council Land and the Right of Carriageway



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Schedule 5: Specifications

Schedule 5 Design Specifications

1. Specifications

The Scope in respect of an Item of Work is limited to:

- Demolition of existing surfaces and disposal off-site.
- Clearing and excavation to design levels.
- Compaction of existing sub-grade.
- Supply, spread and compaction of DGB20 base course to Council standards.
- Construction of kerb & gutter, kerb only, dish drain plus associated drainage pipes and pits to approved design.
- Construction of pathway to the rear of the Guild Theatre building to Council standards.
- Construction of asphalt pavement to form the newly created R.O.W and parking spaces.
- Supply and installation of regulatory traffic and parking signs, line marking and directional arrows.
- Supply and installation of precast concrete wheel stops to all parking spaces, plus one Removable Bollard with inbuilt locking device to be installed at a selected parking space along eastern side of new R.O.W. Council approved bollard supplied by Leda, Securapost Sentinel SP90R to be supplied and installed as per manufacturers specification. This nominated car space for exclusive use by the Guild Theatre to also have yellow pavement hatching denoting no parking.
- Reconstruct the existing vehicle entrance including layback & gutter, close off existing laybacks and replace with kerb & gutter to council standards.
- Supply and install two (2) bollards at the entry to the Pedestrian R.O.W. to Council standards.
- Supply and install 2.4m high Diplomat Fencing alongside boundary with St Joseph Church & School.
- Supply and install lighting columns at the entry and within Pedestrian R.O.W. to Council standards and approved electrical design.
- Supply and lay paved area within the Pedestrian R.O.W in accordance with Rockdale Public Domain Paving Style and Council standards.
- Associated landscape works within the Pedestrian R.O.W to Council standards and approved landscape design.

2. General Requirements

These General Requirements must be followed if any of the General Requirements are applicable to the Specifications referred to in point 1 above in respect of an Item of Work:

- Preliminary Design of Schedule 4 prepared by Urban Link Project No 16-059 dated 08/05/2018.
- Specification for design – AUS-SPEC:
 - 0021 – Site regrading
 - 0041 – Geometric road layout
 - 0043 – Subsurface drainage (design)
 - 0044 – Pathways and cycleways
 - 0061 – Bridges and other structures
 - 0074 – Stormwater drainage (design)
 - 0160 – Quality (design).
- Variation to Nominated Standards – where AUS-SPEC makes reference to the Austroads *Guide to Road Design*, the design shall comply with the NSW Roads and Traffic Authority Supplement to Austroads *Guide to Road Design*, and where AUS-SPEC makes reference to the Australian Standards AS1742 and AS1743, the design shall comply with the NSW Roads and Traffic Authority Supplement to Australian Standards AS1742 and AS1743.

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- Inconsistency – where an inconsistency exists between the nominated design standards the prevailing standard shall be determined by the Council's Manager – City Infrastructure
- Application Legislation – Commonwealth and New South Wales Legislation.
- Drawing coordinates shall conform to GDA84 (Geocentric Datum of Australia). Levels shall conform to AHD (Australian Height Datum).
- Submission formats:
 - Two (2) printed copies of the plans
 - One (1) printed copy of the specification
 - Two (2) printed copies of the Review of Environmental Factors (REF)
 - One (1) USB with electronic format of all documents as follows:
 - Design drawings in DWG file format and portable document format (PDF).
 - Specification and REF in portable document format (PDF).

2.1 Limit of Works

- The limit of works shall be all works required to comply with AUS-SPEC, and shall not be less than the minimum requirements specified by the DA Consent Conditions.

2.2 Drawing Presentation

- The detailed design plans are to be prepared in accordance with Council's *Engineering Drawing Guide: for works in conjunction with developments and subdivisions*. The drawings must show all necessary design details for construction by the Developer.

2.3 Swept Paths

- The preparation and presentation of swept path diagrams shall be in accordance with the Council's *Engineering Drawing Guide: for works in conjunction with developments and subdivisions*. Swept paths, based on the nominated design vehicle 11.0m long, must be provided, if storage and collection of waste is to be located in the basement.

2.4 Design Parameters – Road and Pavement Design

- Design vehicle for swept path diagrams: design single unit bus, 12.5m long.
- Equivalent Standard Axles for pavement design: 3×10^5
- Design life for road pavement: 25 years
- Kerb profiles, pram ramps, etc. shall be in accordance with the Model (Road) Drawings for Kerb and Gutter (R15) issued by the NSW Roads and Traffic Authority.

2.5 Drainage

- Drainage pipes shall be reinforced concrete (RCP), rubber ring jointed (RRJ) pipes only.
- Pit details shall be in accordance with the Model (Road) Drawings for Stormwater Drainage (R11) – Gully Pits issued by the NSW Roads and Traffic Authority.

2.6 Subsurface Drainage

- Design of subsurface drainage shall be in accordance with 0043 – *Subsurface drainage (design)*.
- Alternatively, the Roads and Traffic Authority's *Combined Stormwater and Subsurface Drainage* (Drawing reference MD.R33.A08.A) can be adopted.

2.7 Road Pavement

- A formal design shall be prepared by a registered N.A.T.A. laboratory based on sampling and testing of subgrade materials from the site. Details of the pavement design, results of subgrade testing (including 4 day soak CBR's) are to be submitted with the design drawings.
- Pavements should be designed using the general principles of Austroads 1992 "Pavement Design – A Guide to the Structural Design of Road Pavements".

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- Alternatively, the Roads and Traffic Authority's *Standard PTB Structure* (Drawing reference 0000.000.PT.0003) can be adopted.
- Sandstone shall not be used in pavements. Wearing surfaces shall be asphaltic concrete only (AC) only.

2.8 Road Alignment

- Footpath design consistent with AS1248, and NWDS Bicycle Guidelines. Attention is drawn to the provisions for minimum height clearance (2.2m); minimum clear width (1.8m); maximum grades (longitudinal and cross-fall); and kerb ramp details.
- All kerb returns must be designed such that no part of the vehicle crosses the centreline.
- All vehicle footpath crossing profiles are to be provided.
- The design must not result in any un-drained low-points, and as far as practicable low points within the kerb return shall be avoided to eliminate the use of pits with curved lintels.

2.9 Landscape Details

- Landscaping details are as agreed with Council in the Detailed Design Specifications.
- The landscape plan for the treatment of the road reserve must be separate to landscape treatments within the boundary of the property.

2.10 Traffic Facilities

- The following traffic facilities shall be provided in accordance with the NSW Roads and Traffic Authority Supplement to Austroads *Guide to Road Design*, and NSW Roads and Traffic Authority Supplement to Australian Standards AS1742 and AS1743.
 - Line marking and regulatory signage in R.O.W and parking spaces.
 - Parking signage for parking spaces.

2.11 On-Street Parking

- Where flush concrete edging is used as an edge treatment for pavement in lieu of standard kerb and gutter shapes adjacent to on-street parking spaces, wheel stops shall be designed in accordance with AS2890.3:1993.

2.12 Dilapidation report

- The dilapidation report required by DA Consent Conditions must include photos and details of surrounding public infrastructure and adjoining boundary fences.

2.13 Certification Requirements and Quality Assurance

Design qualification

- The design must be certified by a Professional Engineer with current registration on the National Professional Engineers Register (NPER), stating that the design meets the required standards:
 - Civil Engineering area of practice for all civil plans, including drainage design.
 - Structural Engineering area of practice for all structural load carrying elements.
- A certification report confirming to Annexure A of 0160 – *quality (design)* must accompany the design.

2.14 Utility Services

- The relocation, adjustment and or replacement of affected underground services to be carried out in accordance with the relevant utility and/or agency standards.

2.15 Street Lighting

- Lighting columns at the entry and within the Pedestrian R.O.W in accordance with lighting design as required to meet the design lighting category from AS1158 (Category P3 – Lighting for roads and public spaces).
- Design to AusGrid Network Standard – Street Lighting Design and Construction NS119.
- Column footings must be designed according to the site conditions and if standard details are being considered, the site conditions must be confirmed.

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3. Specification

- A specification is to be developed based on AUS-SPEC. The compilation of specification shall be undertaken in accordance with the Council's *Engineering Specification Guide: for works in conjunction with developments and subdivisions*.
- The specification compiler will be required to be a current subscriber to NATSPEC.

4. Preliminary Design

To be provided by the Developer at the time of the lodging the *Public Domain Instruction – Frontage Works Application* for the Development.

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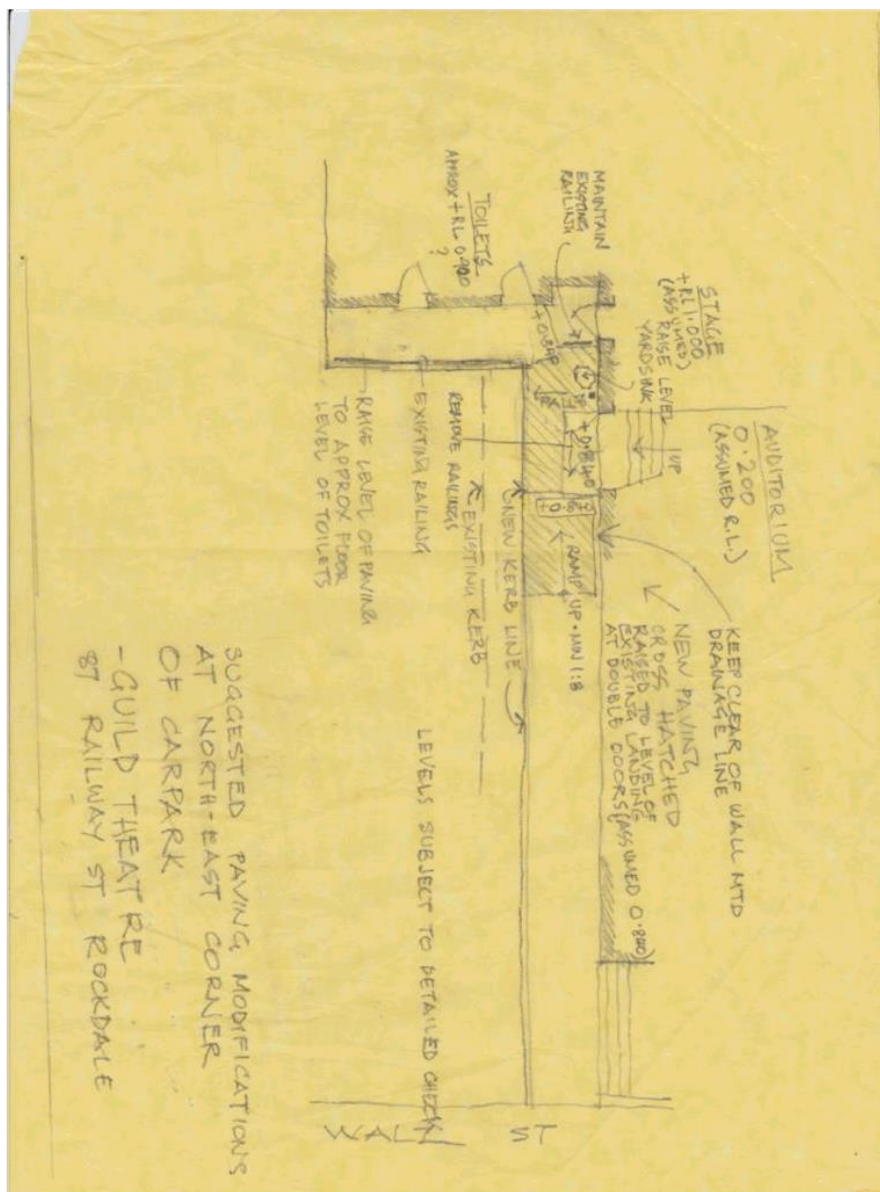
**Schedule 6: Deed of Agreement (Works Licence and Right of
Carriageway)**

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Schedule 7 - Sketch Plan



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Appendix (Explanatory Note)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note: Proposed Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

1. Parties

Bayside Council

ABN 80 690 785 443 Branch 003 of 444 - 446 Princes Highway, ROCKDALE NSW 2216

(Council)

and

Elias Estephan Daccour of ###

(Developer)

2. Description of the Land to which the proposed Planning Agreement applies

- (a) Lot 1 DP 3560, known as 83 - 85 Railway Street, Rockdale (Land).
- (b) This Developer is the owner of the Land.
- (c) The Council is the owner of the adjoining land to the south Lots 2 and 3 in Deposited Plan 3560 being the whole of the land comprised in Certificate of Title Volume 14560 Folio 36 and known as 87 Railway Street, Rockdale (**Council Land**).

3. Description of the Development

- (a) A mixed use development comprising '[r]etention of the existing facade, demolition of the remainder of the building and construction of a seven (7) storey mixed use development containing 18 residential units, one (1) commercial tenancy and basement car parking, provision of public footway access at the rear, and stratum subdivision into 2 lots' (**Development**).

4. Summary of objectives, nature and effect of the proposed Planning Agreement

4.1 Objectives of proposed Planning Agreement

- (a) The objectives of the proposed Planning agreement are to:

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- Provide Development Contributions for the benefit of the public in the form of the dedication of land free of cost and carrying of public domain, landscaping and road works.
- Achieve the provision of these Development Contributions with greater certainty and at less risk and less cost to Council.

4.2 Nature of proposed Planning Agreement

- (a) The Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*. The Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Planning Agreement) are made by the Developer for various public purposes (as defined in s7.4(2) of the Act).

4.3 Effect of proposed Planning Agreement

The Planning Agreement:

- (a) Provides for the creation of a stratum lot at the west of the Land (limited in depth to approximately 1200 mm below the lowest level of the surface of the surface of the immediately adjoining Hestern Lane). The stratum lot is to be dedicated to Council free of cost. The stratum lot will provide a north - south pedestrian link having particular regard to future redevelopment to the north of the Land.
- (b) Provides for landscaping and public domain works to the pedestrian link at the ground level of the stratum lot to be dedicated to Council free of cost.
- (c) Provides for the carrying out of works on the adjoining Hestern Lane, Walz Street and Council Land so as to create additional public car parking on part of Hestern Land and part of the Council Land.
- (d) Access to the Development is to take place via a right of carriage way over the Council Land. The Planning Agreement also makes provisions for the carrying out of works within the proposed right of carriageway to facilitate this access.
- (e) Associated with the Planning Agreement is an agreement to create the right of carriage way over the Council Land providing access to the Development and an works licence over the proposed right of carriageway land to facilitate access during construction pending creation of the right of carriageway.

5. Assessment of the merits of the proposed Planning Agreement

5.1 The Public Purposes served by the proposed Planning Agreement

- (a) The proposed Planning Agreement promotes the provision of and recoupment of the cost of providing public and amenities and public services.
- (b) The Planning Deed is a reasonable means for achieving that planning purpose, as it provides for the payment of a monetary development contribution to be expended on achieving that planning purpose.

5.2 How the proposed Planning Agreement promotes the Public Interest and the objects of the Environmental Planning and Assessment Act 1979

- (a) The Planning promotes the public interest and the objects of the Act as set out in s 1.3 the Act that is, including:

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(i) to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,

(ii) to promote the orderly and economic use and development of land,

(iii) to promote good design and amenity of the built environment,

5.3 How the proposed Planning Agreement promotes the Elements of the Council's Charter

The proposed Planning Agreement promotes the elements of the Council's Charter by providing appropriate services and facilities for the local community enables the Council to carry out its functions in a way that facilitates local communities that are strong, healthy and prosperous

5.4 How the proposed Planning Agreement promotes the objects (if any) of the Local Government Act 1993

The proposed Planning Agreement promotes the objects of the Local Government Act 1993 by allowing Council to provide facilities appropriate to the current and future needs of the local community and the wider public and to improve and develop the resources of the area.

5.5 Whether the proposed Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The proposed Planning Agreement specifies that the Developer must make the Development Contributions prior to the issue of any Occupation Certificate in relation to the Development.

5.6 Whether the proposed Planning Agreement conforms with the authority's capital works program

The proposed Planning Agreement conforms to Council's capital works program and, furthermore, will enable the program to be advanced with greater timeliness and certainty while reducing the financial risks to Council in its implementation.

6. Further Information

6.1 Interpretation

Note: this explanatory note is a summary only of the proposed Planning Agreement, is not to be relied upon as a complete description of the proposed Planning Agreement, and is not to be used as an aid in construing the proposed Planning Agreement.

6.2 Further Information

Copies of the proposed Planning Agreement are available on the Bayside Council website, and at the offices of Bayside Council.

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Project Report

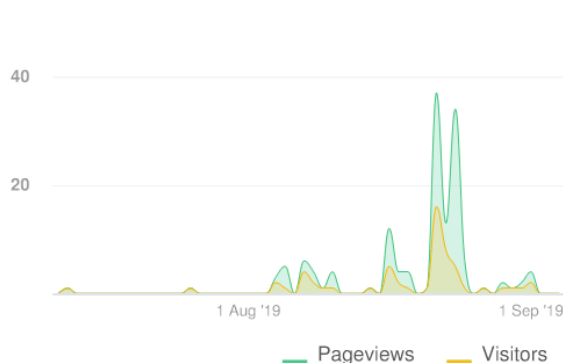
24 March 2012 - 01 September 2019

Have Your Say Bayside

83-85 Railway Street, Rockdale - Proposed Voluntary Planning Agreement

engagementhq
by Bang the Table

Visitors Summary



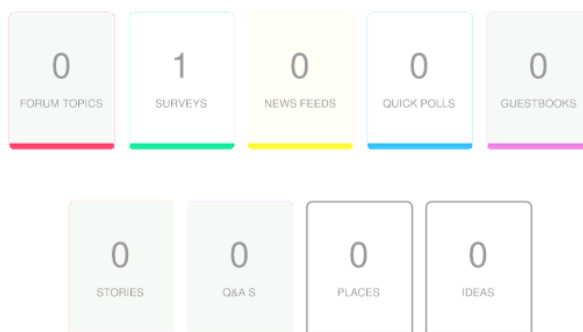
Highlights

TOTAL VISITS	67	MAX VISITORS PER DAY	16
NEW REGISTRATIONS	0		
ENGAGED VISITORS	1	INFORMED VISITORS	20
		AWARE VISITORS	48

Aware Participants	48	Engaged Participants	1
Aware Actions Performed	Participants	Engaged Actions Performed	Registered Unverified Anonymous
Visited a Project or Tool Page	48	Contributed on Forums	0 0 0
Informed Participants	20	Participated in Surveys	0 0 1
Informed Actions Performed	Participants	Contributed to Newsfeeds	0 0 0
Viewed a video	0	Participated in Quick Polls	0 0 0
Viewed a photo	4	Posted on Guestbooks	0 0 0
Downloaded a document	14	Contributed to Stories	0 0 0
Visited the Key Dates page	0	Asked Questions	0 0 0
Visited an FAQ list Page	0	Placed Pins on Places	0 0 0
Visited Instagram Page	0	Contributed to Ideas	0 0 0
Visited Multiple Project Pages	18		
Contributed to a tool (engaged)	1		

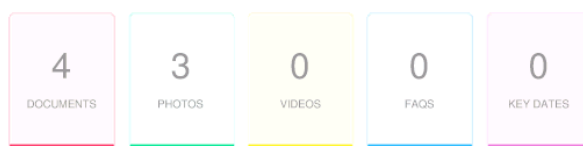
Have Your Say Bayside: Summary Report for 24 March 2012 to 01 September 2019

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	Submission - Proposed VPA - 83-85 Railway Street, Rockdale	Published	4	0	0	1

Have Your Say Bayside: Summary Report for 24 March 2012 to 01 September 2019

INFORMATION WIDGET SUMMARY

Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Document	Planning Agreement and Explanatory Note	12	13
Document	Plan	7	8
Document	Deed of Agreement	1	1
Document	Disclosure Statement of Political Donations and Gifts	0	0
Photo	Artist Impression 1	4	4
Photo	Artist Impression 2	3	3
Photo	Artist Impression 3	2	2
Key Dates	Key Date	0	0

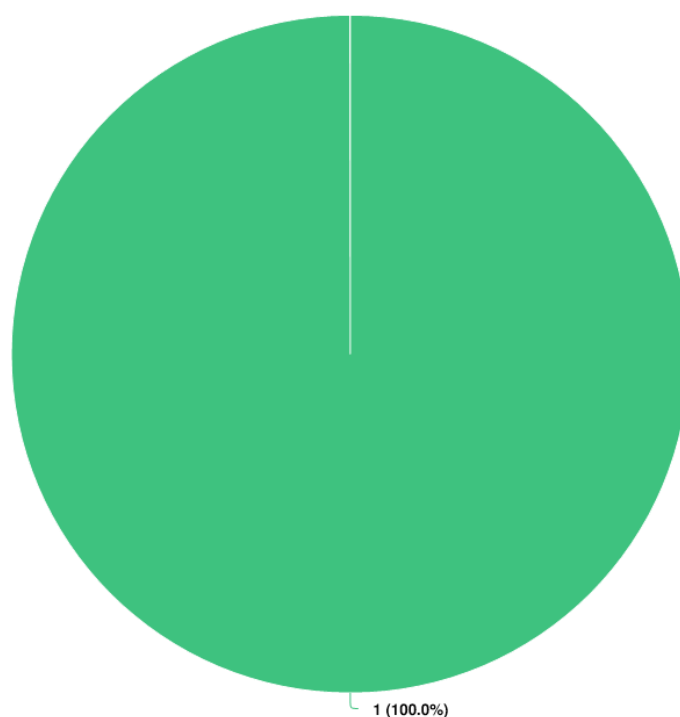
Have Your Say Bayside : Summary Report for 24 March 2012 to 01 September 2019

ENGAGEMENT TOOL: SURVEY TOOL

Submission - Proposed VPA - 83-85 Railway Street, Rockdale

VISITORS	4	CONTRIBUTORS	1	CONTRIBUTIONS	1
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Do you support the proposed Voluntary Planning Agreement?



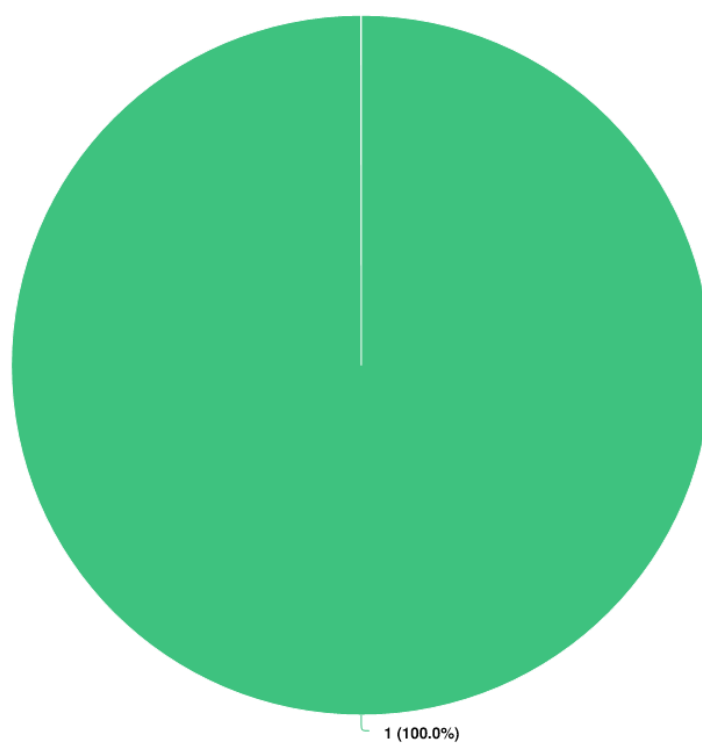
Question options

● Yes, but with changes

(1 responses, 0 skipped)

Have Your Say Bayside : Summary Report for 24 March 2012 to 01 September 2019

Have you made a reportable political donation in the last two years?



Question options

● No

(1 responses, 0 skipped)

Mr Pascal van der Walle

Bayside City Council

In Response to **VPA re DA 2017/27 (83-85 Walz St. Rockdale)**

27 August 2019

Dear Sir,

VPA re DA 2017/27 (83-85 Walz St. Rockdale)

We have reviewed the VPA and note that whilst detail is limited it covers most of the matters raised in the email from our honorary architect, James Searle, to Pascal van der Walle and dated Sunday May 27, 2018.

On page 32, Item B3 (d) of the VPA refers to "reduction in width of the footpath" and "reconstruction of the kerb as generally set out in the Sketch Plan." We assume this is the Sketch Plan identified as Schedule 7 on page 43, which was prepared by Mr Searle on behalf of the Guild Theatre for this purpose.

Likewise, on pages 38 and 39, Item 2.2 Drawing Presentation refers to "construction of pathway... and to wheel stops, bollards etc." All of this section serves the Guild's interests well.

We do ask that when detailed plans are available for this portion of the carpark that representatives of the Guild be permitted to have some input before the work is put in hand.

We remain concerned, however, as to how access of the various user groups in the carpark will be controlled at different times of day as mentioned in the above-mentioned e-mail dated May 27, 2018 and would appreciate the opportunity to discuss this matter at an appropriate time. Our concern here is that Guild members be given some priority when working into the night as many feel very vulnerable proceeding to their cars.

Thank you for the opportunity to comment on this document.

Yours sincerely,

James Searle

Christine Searle

Anne McMaster

Honorary Architect

President

Secretary

The Guild Theatre

Council Meeting

9/10/2019

Item No	8.4
Subject	Botany Town Hall
Report by	Meredith Wallace, General Manager
File	SF19/5668

Summary

The City Projects Program for 2019/2020 lists the Botany Town Hall Roof Works and Access improvements.

Officer Recommendation

- 1 That the attachments to this report be withheld from the press and public as they are confidential for the following reason:

With reference to Section 10(A) (2) (d)(ii) of the Local Government Act 1993, the attachment relates to commercial information of a confidential nature that would, if disclosed, confer a commercial advantage on a competitor of the Council. It is considered that if the matter were discussed in an open Council Meeting it would, on balance, be contrary to the public interest due to the issue it deals with.
 - 2 That the report be received and noted.
 - 3 That Option 2 (replace the existing roof and demolish the 1966 Extension) is endorsed to proceed to public Tender.
 - 4 That the concept option for the Access Improvements is endorsed to proceed to detail design and public Tender.
-

Background

The City Projects Program for 2019/2020 includes the Botany Town Hall Roof Works and Access improvements. A presentation was provided to the GM Briefing Session on Wednesday 18 September 2019 on the progress to date.

The Victorian Italianate style Botany Town Hall and Post Office building were constructed in 1899 (with later additions in 1934, 1966 and 1979). The place is listed as a local heritage item under Schedule 5 of the *Botany Bay Local Environmental Plan 2013* (Item No. I69).

Since 2016, the building has been used mainly for the Bayside Planning Panel meetings.

Building inspections have been conducted in 2017 – 2019 to gauge the overall condition of the structure, building fabric and services:

- Condition report;
- Structural report;
- Building Services report;

- Timber report;
- Fire Safety compliance audit; and
- Building Code of Australia (BCA) and Hazardous materials audit.

The outcome of these building reports have identified that the roof is not water tight and substantial water damage has occurred in the 1966 extension of the building. The building does not meet access requirements and Australian Standards.

The briefing presentation is attached with images of the water damage and non-compliance issues as well as cost information.

Two options have been investigated for the roof replacement:

Option One – Replace entire roof

Replacement of the entire roof would require a refurbishment of the 1966 Extension (former Senior Citizens building) to enable Council to hire the facility:

- Replace electrical switchboard;
- Full upgrade of electrical wiring and replacement of lights due to water damage;
- Installation of a Fire Hose Reel (FHR) to gain fire compliance;
- Remove existing ventilation system in the roof that contributes to water egress;
- Remove and replace existing ceiling that is water damaged;
- Remove and replace existing wall panelling that is water damaged; and
- Repair water damaged flooring.

Option Two – Replace roof and demolish 1966 Extension (formerly used for Senior Citizens)

Would require make good to the area following demolition:

- Reveal and conserve the original face of the Heritage Town Hall/Council Chambers;
- Provides an outdoor space that will be able to be used as a spill out zone for functions within the Town Hall;
- Install pavers and small planting area to create an outdoor courtyard;
- Install fencing to ensure the space does not attract people loitering in the laneway; and
- Opportunity to have accessible parking at rear laneway.

Access Improvements

The Town Hall requires an accessible ramp and lift to provide access for the community into the building. It is proposed that the following items are included as part of the access improvements:

- Lift Installation;
- External ramp to provide access to the front entry;
- Internal walkway to provide access to the Council Chambers; and
- Accessible amenities to comply with regulatory requirements.

The access improvements will ensure the facility can be hired out in the future, providing much needed access to all levels of the building.

Financial Implications

A quantity surveyor has been engaged to price the works and the costings can be found in the confidential attachments. This information is being kept confidential to ensure that Council achieves a competitive market rate when we go to Public Tender for the works.

Not applicable	<input type="checkbox"/>
Included in existing approved budget	<input checked="" type="checkbox"/>
Additional funds required	<input type="checkbox"/>

Community Engagement

Community consultation boards will be prepared informing the community of the roof replacement and access improvements that will be undertaken.

Attachments

- 1 Botany Town Hall - Status Update and Restoration Options [↓](#)
- 2 Confidential Attachment - QS Costings of works to Botany Town Hall (confidential)



General Manager's Briefing Session Botany Town Hall





Location

- Located at 1423 Botany Road, Botany.
- Bound by:
 - Botany Road to West
 - Edward Street to South
 - James Bourke Place to East
 - A residential unit complex to North



2

History

- Built in 1899 - Local Heritage Listed Item
 - Schedule 5 Botany Bay Local Environmental Plan 2013
 - Schedule 3 Botany Bay Local Environmental Plan 1995 (superseded)
- Historic, aesthetic and social significance to the local area

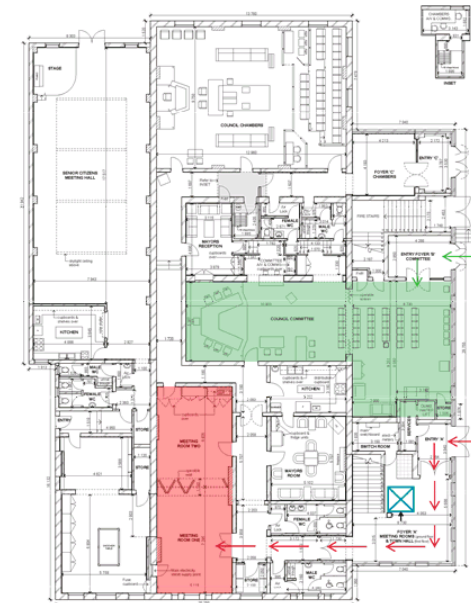
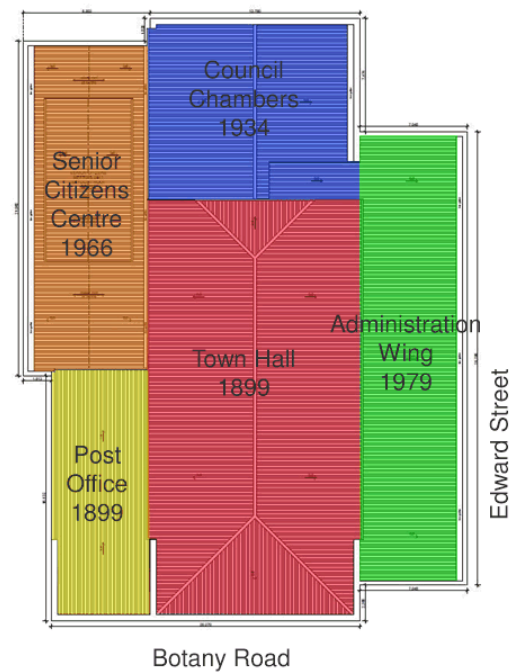


Composition

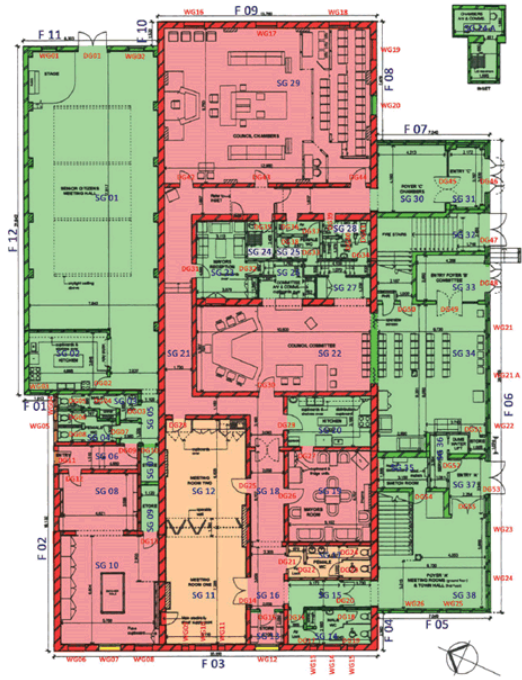
The building consists of:

- Town Hall (1899)
- Post Office Annex (1899)
- Council Chambers (1934)
- Senior Citizens Centre (1966)
- Administration Wing (1979)

Building is currently used for
Bayside Planning Panel
Meetings (BPP)



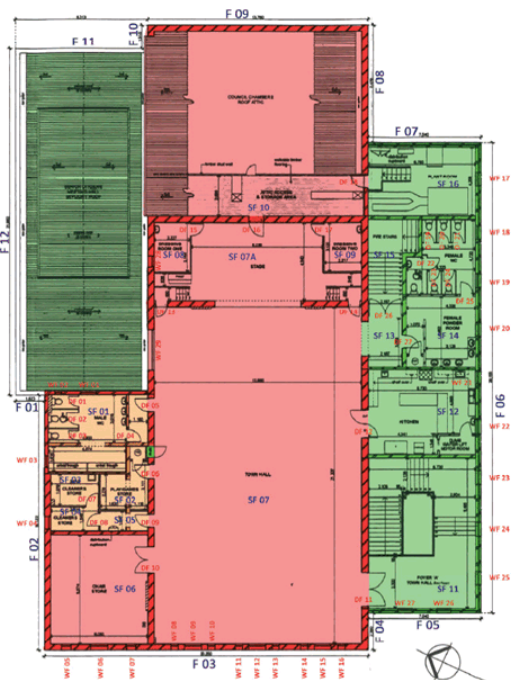
Conservation Management Plan (CMP)



GROUND FLOOR

- GRADES OF SIGNIFICANCE**
- High
 - Moderate
 - Little
 - Intrusive

Note: This diagram shows indicative grades of significance for the internal spaces of the buildings only. Individual elements within those spaces may be of higher or lower significance. Appendix 3 of this plan provides detailed grades of significance for all components of the place and should be referred to in the first instance.



FIRST FLOOR

Conservation Management Plan (CMP)

Identifies components with little historical significance:

1. 1966 Extension (former Senior Citizens - 1966)
2. Administration Wing (1979)





Building Condition Assessment

Building Inspections conducted throughout 2017-2019 to gauge overall condition of structure, fabric and services:

- Condition Report
- Structural Report
- Building Services Report
- Timber Report
- Fire Safety Compliance Audit
- Building Code Australia (BCA) & Hazardous Materials Audit

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Outcome of Building Condition Assessment

Inspection identified significant renewal is required:

1. Roof is not water-tight – requires urgent repair
2. Building does not meet Access requirements and Australian Standards



Building Condition – Roof leaks



Senior Citizens Centre: Leakage from roof following a downpour



Example of roof penetration showing lack of flashings and previous attempts of repair



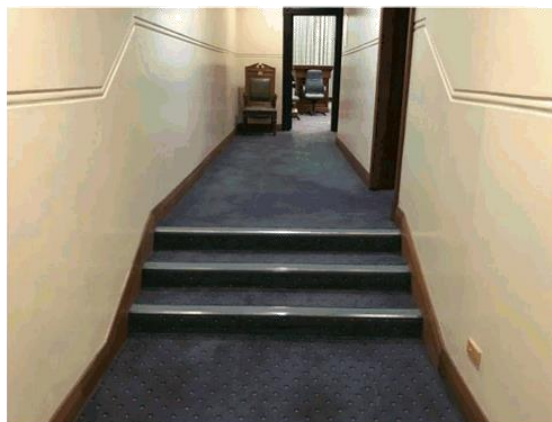
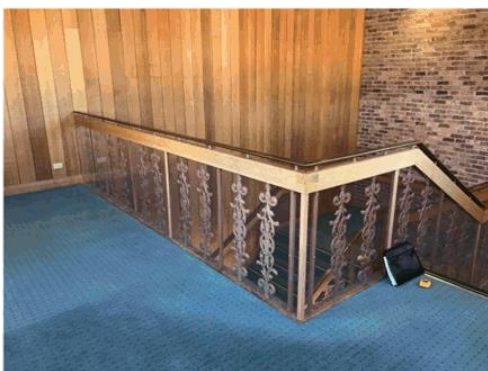
Senior Citizens Centre: Ceiling damage from water leakage



Poor lapping between roofs creating space for leaf debris to accumulate



Building Condition - Access



Main staircase to second level: non-compliant balustrade and railing; no lift

Stairs in corridor to Council Chambers: non-compliant
No access ramp or handrail



Current Project Status

Milestone	Date	Status
Building Inspection Complete	February 2019	Complete
Conservation Management Plan (CMP)	May 2019	Complete
Detail Roof Study (Hydraulic Report and Structural Review)	June 2019	Complete
Tender Package to market – Roof Replacement	October 2019	In Progress
Council Report – Tender Outcomes of Roof Replacement	December 2019	In Progress
Tender Package to market – Lift/Access works	January 2020	In Progress
Council Report – Tender Outcomes of Lift/Access works	March 2020	In Progress

Roof Repair Options

Option 1

Replace entire roof



Option 2

Replace roof and demolish Senior Citizens building



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Roof Repair Options



Option 1 – Replace entire roof

Would require refurbishment of Senior Citizens (1966) to enable Council to hire the facility:

- Replace Electrical Switchboard;
- Full upgrade of electrical wiring and replacement of lights due to water damage;
- Installation of a Fire Hose Reel (FHR) to gain fire compliance;
- Remove existing ventilation system in the roof that contributes to water egress;
- Remove and replace existing ceiling that is water damaged;
- Remove and replace existing wall paneling that is water damaged;
- Repair water damaged flooring;

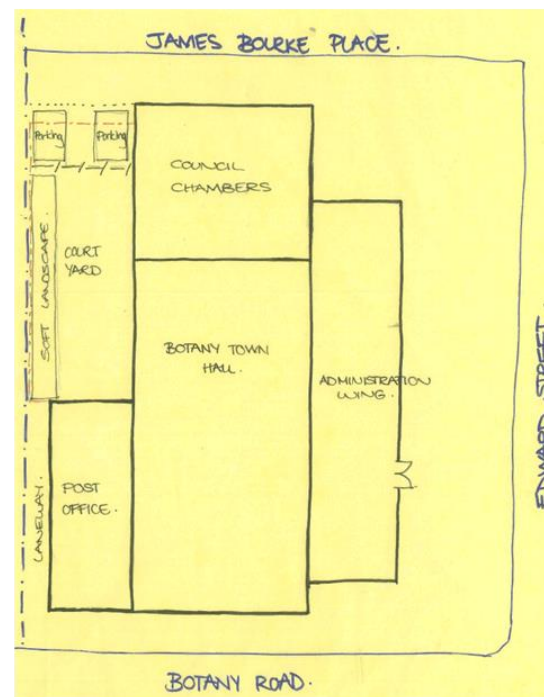


Roof Repair Options

Option 2 – Replace roof and demolish Senior Citizens

Would require make good to area following demolition:

- Reveal and conserve the original face of the Heritage Town Hall/Council Chambers;
- Provides an outdoor space that could be used as a spill out zone for functions within the Town Hall;
- Install pavers and small planting area to create an outdoor courtyard;
- Install fencing to ensure the space does not attract people loitering in the laneway;
- Possibility to have accessible parking at rear laneway



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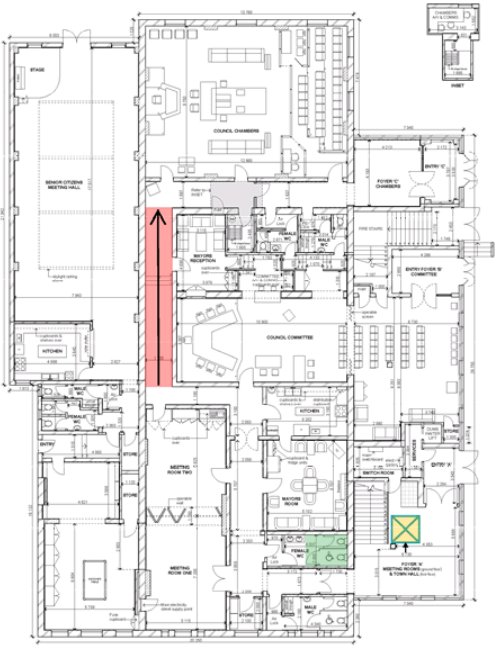
Access Improvements

- Lift Installation.
- External ramp to provide access to front entry.
- Internal walkway to provide access to Council Chambers
- Accessible amenities to comply with regulatory requirements.

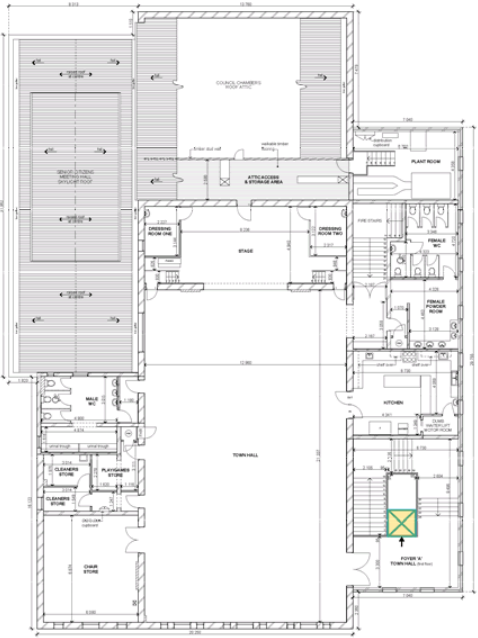


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Access Improvements



1 Ground Floor Plan
1:100



2 First Floor Plan
1:100



Future Considerations.....

- Refurbishment of Town Hall building;
- Refurbishment of Post Office building;
- Long term use of the building;
- Future funding opportunities.

Council Meeting

9/10/2019

Item No 8.5
Subject **St. George Netball Development Project**
Report by Meredith Wallace, General Manager
File F19/940

Summary

St George District Netball Association have been successful in securing a grant of \$1,000,000 through the Community Development Grants Programme (CDG). The Australian Government confirmed the commitment to provide up to \$1 million for the St. George Netball Development Project. The St George District Netball Association have requested Bayside Council to manage and deliver the project on their behalf. The funding agreement is between Bayside Council and the Department of Infrastructure, Regional Development and Cities and this agreement has been executed. Bayside Council will be implementing the design and upgrade of the netball hard courts and fencing around the field under this agreement at no cost to Council.

Officer Recommendation

- 1 That the St George Netball Development project valued at \$1million be included in the Council City Projects Program and Budget for 2019/2020 and 2020/2021.
 - 2 That the design component of the project is undertaken in the 2019/2020 financial Year and that the construction component is undertaken in the 2020/2021 financial year to minimise disruption during the playing season.
-

Background

Existing Condition of the Netball Courts:

The existing Asphalt Surface Netball courts located at 310 West Botany Street, Rockdale are showing numerous low points that retain water and the courts become unplayable after rain events.

Budget Source of the Project:

The Australian Government have confirmed and executed a funding agreement for a commitment of up to \$1 million for the St. George Netball Development Project.

The Commitment will be delivered by the Department of Infrastructure, Regional Development and cities through the Community Development Grants Programme (CDG).

Financial Implications

Not applicable	<input type="checkbox"/>	
Included in existing approved budget	<input type="checkbox"/>	
Additional funds required	<input checked="" type="checkbox"/>	Funding provided through grant.

Community Engagement

The renewal and upgrade of the 15 hard courts will provide the means to continue to operate and expand the local netball competition and provide further opportunities for children, young people and adults to participate in sport. Participation in netball has many Community advantages including health benefits, skills (including life skills taught through teamwork), enjoyment and sense of community and purpose created through the vast number of volunteer opportunities that netball provides for all age groups including Club Committees, Managers, Coaches and Umpires.

Attachments

Funding Agreement for St. George Netball Development Project [↓](#)

AGREEMENT DETAILS

These Agreement Details need to be read in conjunction with the Standard Conditions of the Agreement.

Agreement name	Agreement for St George Netball Development project
Department	Commonwealth of Australia represented by the Department of Infrastructure, Transport, Cities and Regional Development ABN 88 267 354 017, 111 Alinga Street, Canberra, Australian Capital Territory (Commonwealth)
Recipient	Bayside Council , ABN 80 690 785 443, 444-446 Princess Highway, Rockdale, NSW, 2216 (Recipient)
Contact Details	<p>The Commonwealth's details are as follows:</p> <p>Donna Wieland General Manager Regional Programs Branch Department of Infrastructure, Transport, Cities and Regional Development GPO Box 594 CANBERRA ACT 2601 Email: CDG@infrastructure.gov.au</p> <p>The Recipient's details are as follows:</p> <p>Mrs Meredith Wallace General Manager Bayside Council PO Box 21 ROCKDALE NSW 2216 Phone: 9562 1790 Email: meredith.wallace@bayside.nsw.gov.au</p>
Project and Activity (cl 1.2)	<p>The Project to be undertaken by the Recipient is the design and upgrade of the netball hard courts and fencing around the fields at 310 West Botany Street, Rockdale, NSW, 2216. The Project will include the Activity that the Programme will fund.</p> <p>The Activity to be undertaken by the Recipient is:</p> <ul style="list-style-type: none"> the design and upgrade of 15 netball hard courts with new asphalt surface and plexipave or similar hard court acrylic surface and netball rings installation of fencing of at least 100 metres around the fields
Project Period (cl 1.2)	The Project Completion Date is 1 June 2021
Other Specific Requirements (cl 1.2)	None Specified
Specified Personnel (cl 1.4)	None Specified

Commonwealth Funding and Payment (cl.2)	The total Commonwealth Funding for the Project is \$1,000,000 excluding GST.					
	Progress Report Number	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
	1	Evidence acceptable to the Commonwealth that the Recipient has completed the following identified activities: <ul style="list-style-type: none">confirmation of final costs;confirmation of statutory approvals andtender documents finalised and tender advertised.The above represents 10% of the project (Design Phase) is completed and certified by the Project Manager, Quantity Surveyor, or similar.	30 April 2020	\$100,000	30 May 2020	14 June 2020
	2	Evidence acceptable to the Commonwealth that the Recipient has completed the following identified activities: <ul style="list-style-type: none">50% of the project is completed and certified by the Project Manager, Quantity Surveyor, or similar.	30 October 2020	\$400,000	30 November 2020	14 December 2020
	3	Evidence acceptable to the Commonwealth that the Recipient has completed the following identified activities: <ul style="list-style-type: none">90% of the project is completed and certified by the Project Manager, Quantity Surveyor, or similar.an Event Invitation has been submitted to the Department as required at Clause 10	1 March 2021	\$400,000	1 April 2021	15 April 2021
	4	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none">confirmation that the Project is completed.	1 June 2021	\$100,000	1 July 2021	15 July 2021
Operational Period (cl.25)	The Operational Period commences on the date the Commonwealth accepts the last Report specified, to the Commonwealth's satisfaction. The duration of the Operational Period is dependent on the amount of Funding provided by the Commonwealth under this Agreement. The thresholds are set out in the table below:					
	Amount of Funding			Duration of Operational Period		
	\$250,001 to \$1,000,000			Three (3) years		
Management of Funding (cl.4)	None Specified					

Budget and Other Contributions (cl 4 and 6)		Cost Item	Description	\$ (GST Exclusive)
	Australian Government	Construction and/or Purchase	Upgrade St George District Netball Association	1,000,000
	Total Project Cost			
Commonwealth Material and assistance (cl 7)	None Specified			
Acknowledgement and Publicity (cl 10)	<p>The Recipient must agree to acknowledge that the project is supported by funding from the Australian Government under the Community Development Grants Programme.</p> <p>The Recipient must include the Commonwealth logo in all signage, publications and promotional activities related to the Activity. The Recipient must not use the Commonwealth's logo without the Commonwealth's approval. If the Commonwealth provides approval for the Recipient's use of the Commonwealth's logo, the Recipient must use it in accordance with the Commonwealth's branding guidelines (available on the Department of Infrastructure and Regional Development website).</p> <p>If the Recipient erects or maintains any signage in relation to the Project, the signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding as required under Clause 10 of this Agreement. Any signage must remain in place during the Operational Period for the Project as specified in Clause 25. Signage for the Activity may be paid from the Budget if approved by Us. Signage for any other part of the Project must be at the Recipient's own cost. If a Federal, State or Local Government election is announced, the Recipient must cover any sign that is displayed within 100 metres of a polling place with an opaque (impenetrable to sight), durable and water repellent material from a period not less than 48 hours before the commencement of polling at that polling place until the polls close.</p> <p>The Recipient must conduct an official opening of the completed Project unless otherwise agreed by the Commonwealth.</p> <p>The recipient must, through the Commonwealth's contact officer:</p> <ul style="list-style-type: none"> • Seek the Commonwealth's agreement for the date of official openings or any other official functions relating to the Project, providing to the Commonwealth with at least three options for dates, at least 56 days prior to the first proposed date, for the official opening or function; • Invite the Commonwealth's representative to officiate at any official opening or other official function relating to the Project; and • Clear all the signage, publications, promotional activities, publicity, announcements and media releases relating to the Project, with at least 14 calendar days' notice, before release. 			
Reports (cl 15)	<p>The Commonwealth will provide a Progress Report for completion no later than the Milestone Completion Date specified, unless otherwise requested by the Recipient.</p> <p>The Recipient must provide the Commonwealth with the completed Progress Report (including satisfactory evidence) by the Due Date for the Report specified.</p> <p>Throughout the Term of this Agreement, the Commonwealth may require the Recipient to provide ad-hoc reports.</p>			
Policies (cl 22.1)	None Specified			
Applicable law (cl 23)	The Laws of the Australian Capital Territory apply to this Agreement.			

SIGNED for and on behalf of the **COMMONWEALTH OF AUSTRALIA**, as represented by and acting through the **Department of Infrastructure, Transport, Cities and Regional Development**: ABN 86 267 354 017

Sharon Burrell
Acting Program Manager
Regional Programs Branch

Signed 

In the presence of:

Kathrine Butt
Name
Regional Programs Branch

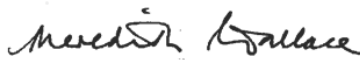
Signed 

Date:

11/9/2019

Executed on behalf of **BAYSIDE COUNCIL**,
ABN 80 690 785 443 who by signing warrants they are
authorised to bind the Bayside Council

Meredith Wallace
General Manager
Bayside Council

Signed 

In the presence of:

Heather Johnson
Name of witness

Signed 

Date:

Standard Conditions of the Agreement**1. Term and Conduct of the Project and Activity**

- 1.1. This Agreement commences on the Date of this Agreement and continues until the Completion Date, unless terminated earlier.
- 1.2. The Recipient agrees to carry out the Project and Activity diligently, efficiently, effectively and to a high standard, within the Activity Period and to comply with any Other Specific Requirements set out in the Agreement Details or otherwise in this Agreement.
- 1.3. The Recipient agrees to liaise with and provide information to the Commonwealth as reasonably notified by the Commonwealth and comply with all of the Commonwealth's reasonable requests, directions, or monitoring requirements.
- 1.4. The Recipient agrees that the Specified Personnel will perform work in relation to the Activity in accordance with this Agreement.

2. Funding and Payment

- 2.1. The Commonwealth agrees to pay the Funding to the Recipient at the times and in the manner specified in the Agreement Details, provided that sufficient funds are available for the Activity and that the Recipient has fully and properly complied with its obligations under this Agreement.
- 2.2. Without limiting the Commonwealth's rights, the Commonwealth may suspend any payment in whole or in part until the Recipient has performed its obligations under this Agreement.

3. Subcontracting

- 3.1. The Recipient agrees not to subcontract the performance of any obligations under this Agreement without the Commonwealth's prior written approval.
- 3.2. The Recipient acknowledges, and must inform all subcontractors that, the Commonwealth may publicly disclose the names of any subcontractors engaged in the performance of the Activity. The Recipient agrees to make available to the Commonwealth (if requested) details of all subcontractors engaged in the performance of the Activity.
- 3.3. Notwithstanding any subcontracting, the Recipient remains fully responsible for the performance of the Recipient's obligations under this Agreement.

4. Management of Funding

- 4.1. The Recipient agrees to:
 - a. spend the Funding only for the Project and Activity in accordance with this Agreement, including the Budget, if any;
 - b. ensure that the Funding is held in an account in the Recipient's name and which the Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
 - c. identify the receipt and expenditure of the Funding separately within the Recipient's accounts and records so that at all times the Funding is identifiable; and
 - d. keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported in accordance with this Agreement.
- 4.2. If at any time during the term of this Agreement (including on the Completion Date):
 - a. there remains an amount of Funding that has not been spent or legally committed for expenditure in

accordance with the Agreement and the period in which that Funding was expected to be spent or legally committed has passed; or

- b. an amount of Funding has been spent in contravention of the Agreement,

the Commonwealth may (at its discretion and in addition to any other rights it may have) by notice in writing to the Recipient:

- c. require the Recipient to refund this amount to the Commonwealth within 20 Business Days (or other such period specified in the notice); or
- d. reduce any further payments of Funding to the Recipient (if applicable) by an amount up to this amount.

- 4.3. If clause 4.2.a applies, the Commonwealth may by notice in writing require the Recipient to otherwise deal with this amount in accordance with any conditions that the Commonwealth considers appropriate, including conditions relating to the ongoing use and expenditure by the Recipient of that amount for particular goals or objectives associated with the Activity.

- 4.4. The Recipient must immediately notify the Commonwealth in writing if any of the events in clauses 4.2.a or 4.2.b occurs.

- 4.5. The Recipient agrees that any amount owed or payable to the Commonwealth or which the Commonwealth is entitled to recover from the Recipient under this Agreement, is a debt due by the Recipient without further proof of the debt by the Commonwealth being necessary. Such payment is without prejudice to any other rights available to the Commonwealth under the Agreement, under statute, at law or in equity.

5. Taxes and charges

- 5.1. Unless otherwise indicated, the Recipient agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.
- 5.2. Unless otherwise indicated, any consideration for a supply made under this Agreement is exclusive of any GST.
- 5.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 5.4. No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

6. Other Contributions

- 6.1. The Recipient must before the first payment for the Project provide to the Commonwealth satisfactory written evidence that confirms the Other Contributions identified in the Agreement Details, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions.
- 6.2. Reserved.
- 6.3. If the Recipient does not provide the Recipient Contributions or obtain the Other Contributions (if any) as required in the Agreement Details, in time to enable completion of the Activity, then the Commonwealth may:
 - a. suspend payment of the Funding or an instalment of the Funding (as the case may be) until the Recipient Contributions are provided and/or the Other Contributions are obtained; or

- b. terminate this Agreement in accordance with clause 13.
- 7. Commonwealth Material**
- 7.1. The Commonwealth agrees to provide Commonwealth Material and assistance to the Recipient as specified in the Agreement Details.
- 7.2. Nothing in this Agreement affects the ownership of Commonwealth Material.
- 7.3. The Commonwealth grants the Recipient a licence to use the Intellectual Property in the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement.
- 8. Intellectual Property**
- 8.1. Subject to this clause 8, Intellectual Property in all Activity Material vests or will vest in the Recipient.
- 8.2. Clause 8.1 does not affect:
- the position between the Recipient and a third party; or
 - the ownership of Intellectual Property in any material in existence on the date this Agreement is made.
- 8.3. The Recipient grants to (or will procure for) the Commonwealth a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit Intellectual Property Rights in the Activity Material for any purpose and a right to licence any Intellectual Property to the public under an open access licence (including a Creative Commons Attribution licence).
- 9. Privacy**
- 9.1. The Recipient agrees to comply and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and do (or refrain from doing) anything required to ensure that the Commonwealth is able to comply with its obligations under that Act. The Recipient will immediately notify the Commonwealth if the Recipient becomes aware of a breach or possible breach of any of its obligations under this clause 9.1.
- 9.2. The provisions of this clause 9 survive termination or expiration of this Agreement.
- 10. Acknowledgement and publicity**
- 10.1. The Recipient agrees, in any publicity in relation to the Funding, to acknowledge the financial or other support the Recipient has received from the Australian Government, in the manner approved by the Commonwealth.
- 11. Indemnity**
- 11.1. The Recipient indemnifies (and agrees to keep indemnified) the Commonwealth against any:
- cost or liability incurred by the Commonwealth or the Commonwealth's Personnel;
 - loss of or damage to property of the Commonwealth; or
 - loss or expense incurred by the Commonwealth in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth,
- arising from:
- a breach by the Recipient of the Agreement; and
 - an act or omission by the Recipient or the Recipient's Personnel, in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense.
- 11.2. The Recipient's liability to indemnify the Commonwealth under this clause 11 will be reduced proportionally to the extent that any act or omission involving fault on the part of the Commonwealth or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 11.3. In this clause 11, 'fault' means any negligent or unlawful act or omission or wilful misconduct.
- 12. Termination for convenience**
- 12.1. The Commonwealth may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Agreement immediately.
- 12.2. In the event of termination under clause 12.1, the Commonwealth will be liable only:
- for payments due and owing to the Recipient under the payment provisions of the Agreement as at the date of the notice; and
 - to reimburse any reasonable costs incurred by the Recipient and directly attributable to the termination of the Agreement or reduction in scope of the Agreement, but will not be liable to pay amounts under clause 12.2.a and 12.2.b which would, added to any payments already paid to the Recipient under this Agreement, together exceed the Funding set out in the Agreement Details.
- 12.3. In the event of a reduction in the scope of the Agreement under clause 12.1, the Commonwealth's liability to pay any part of the Funding will reduce in accordance with the reduction in the Activity.
- 13. Termination for fault**
- 13.1. If the Recipient fails to fulfil, or is in breach of any of its obligations under this Agreement, the Commonwealth may by notice terminate this Agreement immediately.
- 14. Records**
- 14.1. The Recipient must create and maintain full and accurate accounts and records of the conduct of the Activity.
- 14.2. The Recipient agrees to retain the records and accounts referred to in clause 14.1 and retain them for a period of no less than 7 years after the end of the Activity Period.
- 15. Reports**
- 15.1. The Recipient agrees to provide the Commonwealth with Reports at the times, in the manner and containing the information specified in the Agreement Details.
- 15.2. Throughout the Activity Period, the Commonwealth may require the Recipient to provide ad hoc Reports within the timeframe notified by the Commonwealth.
- 16. Audit and access**
- 16.1. The Recipient agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth (including the Auditor-General and the Privacy Commissioner), access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any material relevant to the Activity.
- 17. Insurance**
- 17.1. The Recipient will effect and maintain insurance policies of the types and with the amounts of cover that a prudent operator in the Recipient's industry would consider normal and adequate including when carrying out activities of the kind performed by the Recipient pursuant to this Agreement.
- 18. Conflict of Interest**
- 18.1. The Recipient warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of the Activity.

18.2. If, during the period of the Agreement a conflict arises, or appears likely to arise, the Recipient agrees:

- a. to notify the Commonwealth; and
- b. to take any steps the Commonwealth reasonably requires to resolve or otherwise deal with the conflict.

19. Relationship of parties

19.1. The Recipient is not by virtue of this Agreement an officer, employee, partner or agent of the Commonwealth, nor does the Recipient have any power or authority to bind or represent the Commonwealth.

19.2. The Recipient agrees:

- a. not to misrepresent its relationship with the Commonwealth; and
- b. not to engage in any misleading or deceptive conduct in relation to the Activity.

20. Variation

20.1. A variation of this Agreement is binding only if agreed in writing and signed by the parties.

21. Assignment

21.1. The Recipient cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior written approval.

22. Compliance with laws and policies

22.1. The Recipient agrees to comply with all provisions of statutes or subordinate legislation of the Commonwealth, or of a State, Territory or local authority applicable to its performance of this Agreement including without limitation all legislation relating to occupational health and safety, industrial relations and security and the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Recipient, including those listed in the Agreement Details.

22.2. Without limiting clause 1.3 of this Agreement, the Recipient agrees to, on request, give all reasonable assistance to the Commonwealth, by way of provision of information and documents, to assist the Commonwealth and its officers (as defined in the Work Health and Safety Act 2011 (Cth) (WHS Act)) to comply with the duties imposed on them under the WHS Act.

22.3. The Recipient acknowledges that the Commonwealth may direct the Recipient to take specified measures in connection with the Recipient's work under this Agreement or otherwise in connection with the Activity that the Commonwealth considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Recipient must comply with the direction. The Recipient agrees that it is not entitled to an adjustment to the Funding merely because of compliance with the direction.

22.4. The Recipient must not enter into any subcontract for the purpose of directly or indirectly fulfilling its obligations under this Agreement unless such a subcontract obliges the subcontractor to comply with equivalent provisions to those contained in this clause 22.

23. Applicable law

23.1. This Agreement is to be construed in accordance with, and any matter relating to it is to be governed by, the law of the State or Territory specified in the Agreement Details.

23.2. The parties submit to the jurisdiction of the courts of that State or Territory.

24. Definitions and Interpretation

24.1. In addition to the terms described in the Agreement Details:

Agreement Details means the relevant document headed 'Agreement Details';

Activity Material means any material:

- a. created by the Recipient for the purpose of this Agreement;
- b. provided or required to be provided to the Commonwealth under the Agreement; or
- c. derived at any time from the material referred to in paragraphs a. or b.;

and includes

- d. any Reports;

Budget means the budget, if any, specified in the Agreement Details for the expenditure of the Funding;

Business Days means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

Completion Date means the day after the Recipient has done all that it is required to do under this Agreement to the satisfaction of the Commonwealth;

Date of this Agreement means the date the copy of the letter to which the Agreement Details and the Standard Conditions of the Agreement were attached is signed by the Recipient;

GST has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Information Privacy Principle has the meaning that it has in the *Privacy Act 1988* (Cth);

Intellectual Property includes all copyright (including rights in relation to phonograms and broadcasts); all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: moral rights; the non-proprietary rights of performers; or rights in relation to confidential information;

Other Contributions means financial or in-kind resources (with in-kind resources valued at cost other than the Funding, which are specified in the Agreement Details and are to be used by the Recipient to perform the Project;

Personnel means a party's officers, employees, agents, contractor staff or professional advisers engaged in, or in relation to, the performance of the Activity or the management of this Agreement;

24.2. This Agreement comprises:

- a. these Standard Conditions of the Agreement;
- b. the Agreement Details;
- c. any attachments to these Standard Conditions of the Agreement; and
- d. any other document incorporated by reference.

24.3. If any conflict arises between the terms and conditions contained in this Agreement, the order of priority will be as set out in clause 24.2.

24.4. Clauses 4, 7, 8, 9, 11, 14, 16 and 17 survive the termination or expiry of this Agreement, as well as any other provision which expressly or by implication from its nature is intended to continue.

25. Operational Period

25.1. The Recipient must use the Assets created, acquired, or upgraded under this Agreement for the Purpose set out in Agreement Details for the duration of the Operational Period.

Council Meeting

9/10/2019

Item No	8.6
Subject	Swinbourne Street Neighbourhood Centre - project update and project scope
Report by	Debra Dawson, Director City Life
File	F19/1035

Summary

This report provides an update on the Swinbourne Street neighbourhood centre public domain improvement works, revised Masterplan, scoping plan and program.

Officer Recommendation

- 1 That the revised Masterplan as attached to this report is endorsed by Council.
 - 2 That the construction scope as attached to this report is endorsed by Council.
-

Background

The Public domain upgrade of the Swinbourne Street neighbourhood centre, Botany is included in the City Projects program for 2019/2020.

The Masterplan for the Swinbourne Street neighbourhood Centre was advertised to the community in December 2018. The Masterplan included widened footpaths, closure of the western end of the slip lane and creation of a civic space on the corner of Queen Street, a relocated bus stop and new bus shelter including removal of the existing speed hump, improved road line markings and stencils, improved planted median islands and a proposed pedestrian crossing and speed limit reduction.

Community feedback

Prior to exhibiting to the community, meetings were held with property owners of the mixed use zoned properties in the area to discuss the project and the proposed Masterplan as the public domain works occurring adjacent to land to be re-developed is expected to be constructed by the developer as part of the Development Approval conditions. All properties and businesses were receptive to the proposed upgrades.

A total of 19 responses from the community were received in December; with most of these relating to traffic.

These are summarised below:

- Traffic congestion and traffic speed;
- The need for a marked pedestrian crossing;
- Retention of the existing speed threshold;
- Driver sightlines from side streets;

- Increase on-street parking including time limited parking for businesses;
- Lower the speed limit;
- Collection of waste bins;
- Request for traffic signals or roundabout at Trevelyan and Wilson Street intersections; and
- Provide extra speed humps.

As a result of the feedback, the majority of which was traffic speed and traffic calming related, the Swinbourne Street neighbourhood centre was incorporated into the Botany Local Area Traffic Management (LATM) Study with the aim to provide recommendations to improve traffic conditions and pedestrian safety in the centre. The Study has recently been completed and will be presented to Council for endorsement at a Council meeting later this year.

The key recommendations from the Study, which have been included in the revised Masterplan, are:

- Reduced speed limit to 40km/h;
- A marked pedestrian crossing near the current refuge on a raised threshold with improved street lighting, thereby relocating the existing speed hump 40 metres to the west;
- Repaint clear road markings and on-road bicycle stencilling including markings to direct cyclists through Garnet Jackson Reserve;
- Kerb extensions and widened footpaths on Swinbourne Street; and
- Bus stop relocation to the eastern side of Trevelyan Street.

Additional inclusions to the revised Masterplan:

- Replacement of the existing speed hump with a planted median island;
- Provision of a new bus shelter to the relocated bus stop;
- A compliant divider island at the end of Trevelyan Street;
- Closure of the slip lane near Queen Street and creation of a civic pedestrian space;
- Extra on-street parking, kerb ramps and footpaths renewal; and
- New paving, street furniture and landscaping.

The proposed improvements will have an effect on traffic calming, improving pedestrian safety and the amenity and liveability of the centre. The road carriageway in the centre is very wide in areas. The widened footpaths will reduce road carriageway and assist in calming traffic. The bus stop will be relocated away from the pedestrian crossing making the crossing point safer and compliant. The crossing being on a raised threshold will reduce traffic speeds on approach. The existing low profile threshold will be replaced with a planted median island, and combined with the relocated bus stop and new on-street parking will also assist with traffic calming as will the closure of the slip lane and creation of civic pedestrian space. Waste Services have agreed to take bins from 27 and 29 Swinbourne Street to Victoria Street on the day of collection as garbage trucks will no longer be able to use the slip lane.

The village is growing with 2 mixed use development applications approved and 2 more under assessment. The Wilson/Pemberton Street developments are also located nearby. Current materials and finishes (pavements, furniture) are past their useful life.

Proposed scope and program

The proposed Council project construction scope is Swinbourne Street between Victoria Street and Queen/Trevelyan Streets. Locations outside this scope area will be constructed by developers when re-development occurs. The proposed scope for construction is outlined on the scoping plan attachment to this report.

The following program is anticipated once the revised Masterplan and proposed construction scope is endorsed by Council:

- October 2019 - Notify the community of the Council approved revised Masterplan and construction scope;
- October to January 2020 - Detailed design and documentation;
- February / March – Tender for construction;
- March – Council award construction tender; and
- April to June 2020 – construction period.

Financial Implications

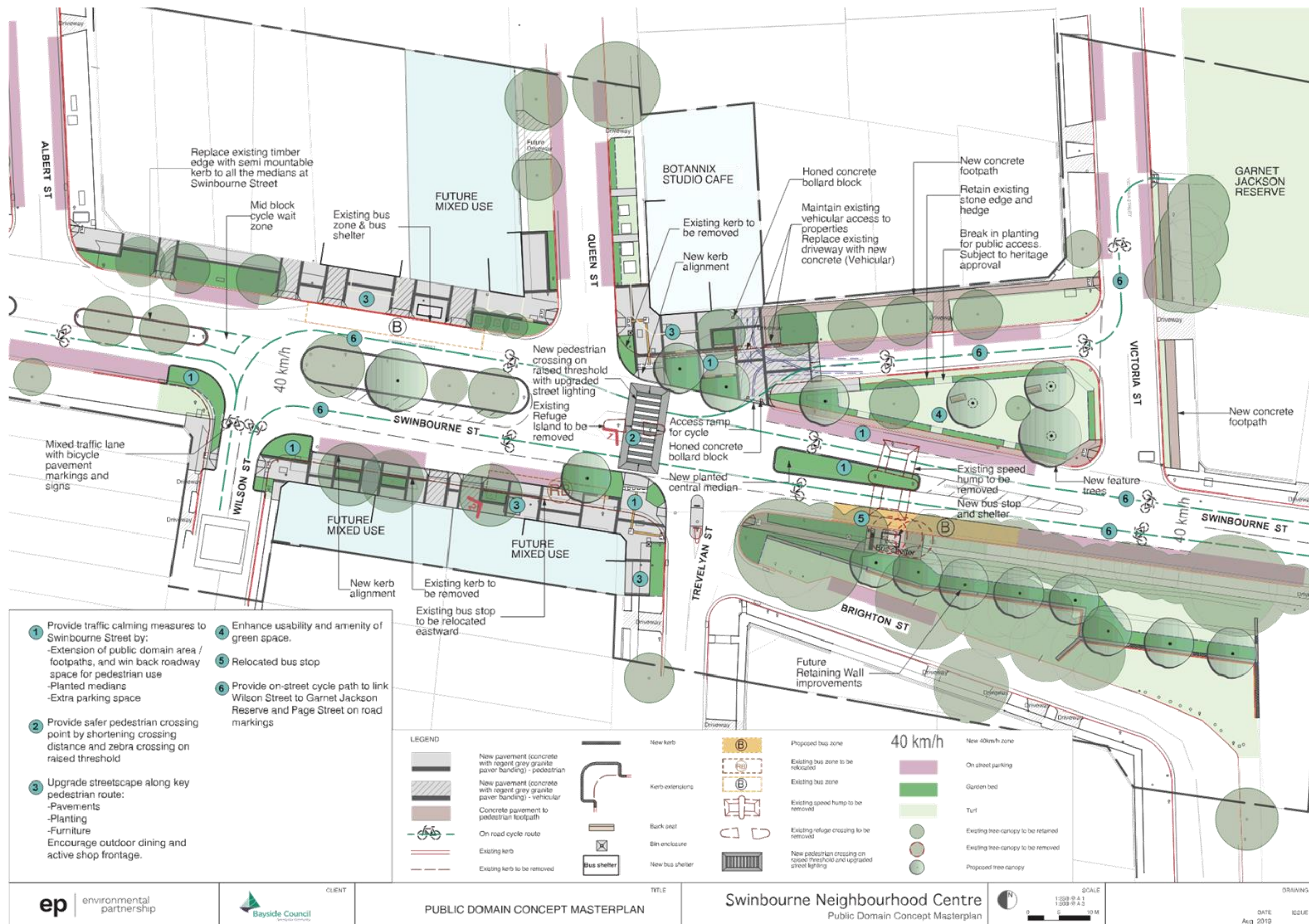
Not applicable	<input type="checkbox"/>
Included in existing approved budget	<input checked="" type="checkbox"/>
Additional funds required	<input type="checkbox"/>

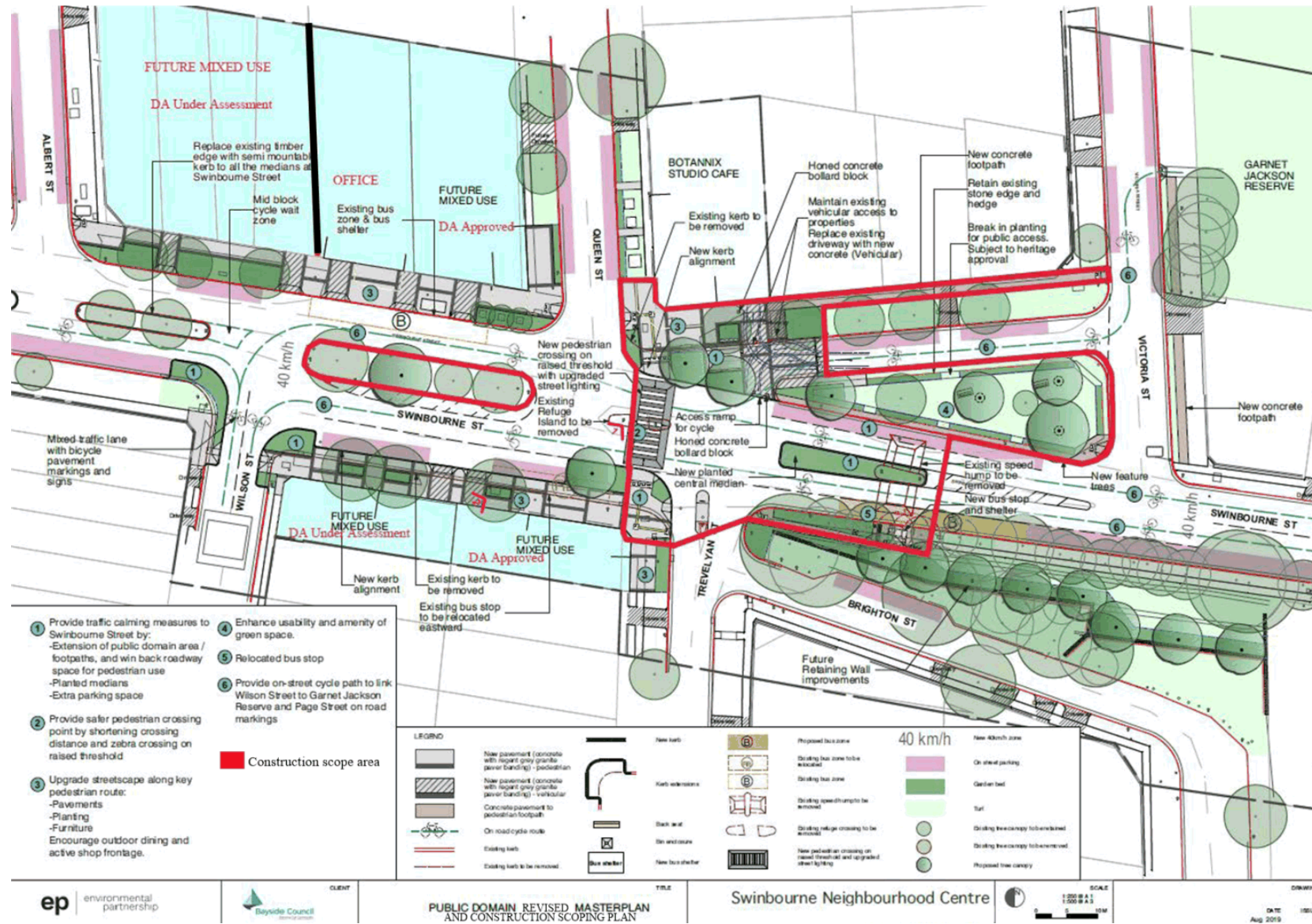
Community Engagement

Consultation has been undertaken December 2018 and comments have been considered and included where possible. Notification of the revised Masterplan is proposed for October 2019.

Attachments

- 1 Revised Masterplan Swinbourne Neighbourhood Centre [↓](#)
- 2 Scoping Plan for construction delivery [↓](#)





Council Meeting

9/10/2019

Item No	8.7
Subject	Adoption of Bayside Council Swimming Pool Inspection Program
Report by	Michael McCabe, Director City Futures
File	F19/50

Summary

A Report was presented to Council on 10 July 2019 on the draft Bayside Council Swimming Pool Inspection program. The resolution of this meeting was as follows:

- 1 *That Council approve the public exhibition of the draft Bayside Council Swimming Pool Inspection Program.*
- 2 *That, following completion of the exhibition period, a report be returned to Council profiling any submissions in preparation for the adoption of the draft Bayside Council Swimming Pool Inspection Program.*
- 3 *That Council writes to the Minister of Finance, Services and Innovation and request that the fees under Section 22F of the Swimming Pool Act, be reviewed and that Council's Local Members of Parliament be included in this correspondence*

The draft Bayside Council Swimming Pool Inspection Program was on public exhibition from 13 August 2019 to 28 August 2019 under the "Have Your Say" section of Bayside Council's website. The site was viewed 33 times, with three people completing the survey, and only one providing additional comments. Letters were sent to the Minister of Finance, Services and Innovation and to the Local member of Parliament requesting the fees be reviewed. To date no response has been received.

It recommended that Council resolve to adopt the Bayside Council Swimming Pool Inspection Program.

Officer Recommendation

That the Council resolves to adopt the Bayside Council Swimming Pool Inspection Program.

Background

A Report was presented to Council on 10 July 2019 on the draft Bayside Council Swimming Pool Inspection program. The Report discussed Council requirements in managing swimming pools in the Bayside Council LGA. As advised Council currently has approximately 2,467 swimming pools located within the local government area. In NSW, the owners of properties with a swimming pool and/or a spa pool are required to register their pools and spas on the NSW Swimming Pool Register.

Section 22B of the Swimming Pool Act 1992 requires the development and adoption by Council a program for the inspection of swimming pools to ensure compliance with the requirements of Part 2 – access to swimming pools of the Act.

Council's role is to ensure that non-compliant pools are identified and all necessary action is taken to ensure compliance. Council is required to report annually on the number of inspections and pools registered to the Office of Local Government.

Council through its authorised officer conducts inspections every three years of swimming pools associated with domestic swimming pools, tourist and visitor accommodation, multi-occupancy developments including residential flat buildings, and serviced apartments.

The Program creates one LGA wide program in addition to addressing recent changes to the legislation. Some features of the draft program include:

- The purpose of the draft Program and the area it applies
- Relevant legislation and standards
- Definitions
- Requirements for swimming pools
- Responsibilities of the pool owner
- Certificates of compliance and non-compliance
- The requirements for a compliance certificate in regard to a contract of sale, lease or rent of a property with a swimming pool
- A detailed summary of the inspection program
- Ongoing education and awareness
- Fees and penalties.

A copy of the final Bayside Council Swimming Pool Inspection Program is attached to this report.

Council at this meeting on 10 July 2019 resolved the following:

- 1 *That Council approve the public exhibition of the draft Bayside Council Swimming Pool Inspection Program.*
- 2 *That, following completion of the exhibition period, a report be returned to Council profiling any submissions in preparation for the adoption of the draft Bayside Council Swimming Pool Inspection Program.*
- 3 *That Council writes to the Minister of Finance, Services and Innovation and request that the fees under Section 22F of the Swimming Pool Act, be reviewed and that Council's Local Members of Parliament be included in this correspondence*

The Program was on public exhibition from 13 August 2019 to 28 August 2019 under the "Have Your Say" section of Bayside Council's website. The site was viewed 33 times with three people completing the survey. The responses supported the program and only one provided additional comments. The survey asked the following questions:

- 1 Do you have a swimming pool?
- 2 Please outline your interest in the inspection program?
- 3 Do you support the Swimming Pool Inspection Program?
- 4 Do you have any other comments about the program?

Only one additional comment was provided requesting that the inspection period be amended from 3 years to 5 years. Unfortunately this is a statutory timeframe given across the State, and cannot be altered. Copy of the results of the survey are attached to this report.

It is recommended that Council resolve to adopt the Bayside Council Swimming Pool Inspection Program.

Financial Implications

Section 22F of the Act limits Council to charge an inspection fee for all inspections of swimming pools is as follows:

- a For the first inspection \$150
- b Any or all subsequent inspections after the first inspection \$100
- c If it is the first inspection since a certificate of compliance in relation to the premises ceased to be valid \$150
- d Any or all subsequent inspections after the first inspection since a certificate of compliance in relation to the premises ceased to be valid - \$100.

Note that a certificate of compliance for a swimming pool is only valid for 3 years from the date of issue.

Swimming pool inspections are a mandatory function of Council, however the cost of administration exceeds the value of the fees that Council are able to charge. The fees are capped under the Swimming Pool Act, which have not increased since commencement in 2012. The resolution of Council requested that Council write to the Minister of Finance, Services and Innovation, and our Local Members on this point. Letters were sent to the Minister of Finance, Services and Innovations and the Local Members. To date no responses have been received.

Not applicable	<input checked="" type="checkbox"/>
Included in existing approved budget	<input type="checkbox"/>
Additional funds required	<input type="checkbox"/>

Community Engagement

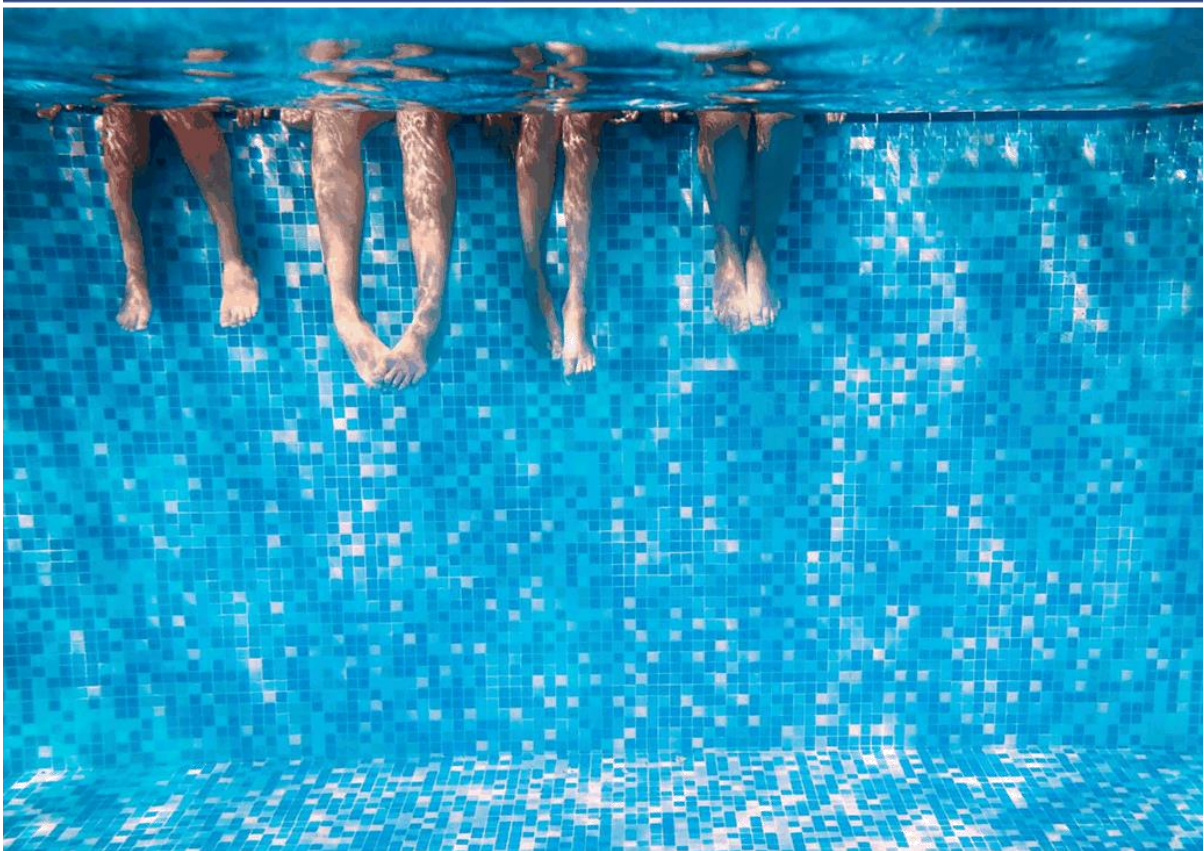
Under Section 16 of the Swimming Pool Regulations 2008 Council is required to consult the local community in relation to the development of the inspection program. It is proposed that consultation be undertaken for 2 weeks. The Program was on public exhibition from 13 August 2019 to 28 August 2019 under the "Have Your Say" section of Bayside Council's website. The site was viewed 33 times with three people completing the survey, and supported the program, only 1 provided additional comments, requesting that the inspection period be amended from 3 years to 5 years. Unfortunately this is a statutory timeframe given across the State, and cannot be altered.

Attachments

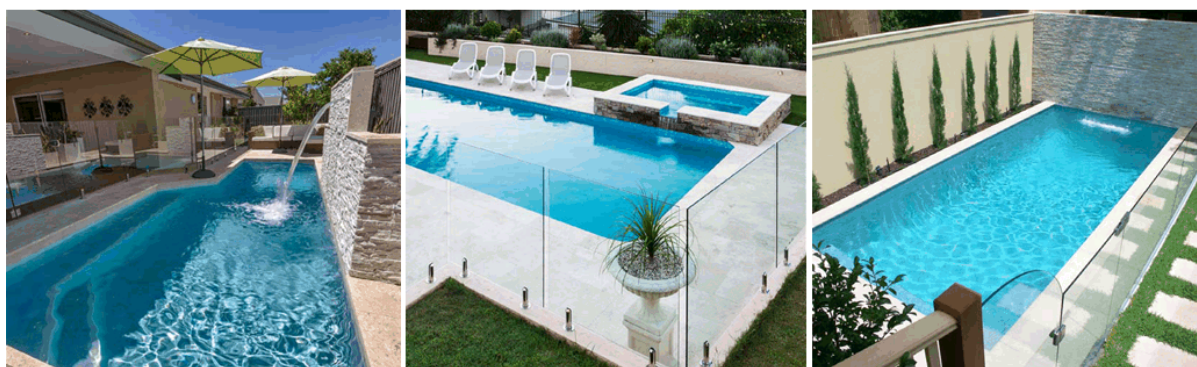
- 1 Bayside Council Swimming Pool Inspection Program [↓](#)
- 2 Report on Have you Say results [↓](#)



Swimming Pool Inspection Program



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1 Introduction

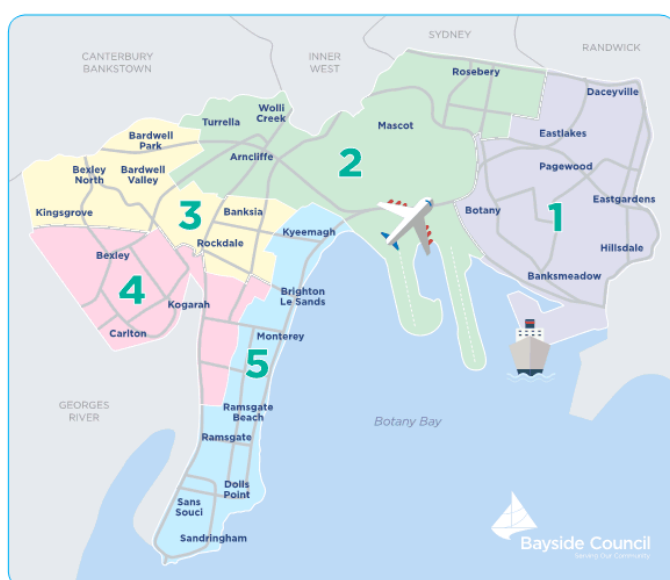
1.1 Purpose

Changes have been made to the NSW *Swimming Pool Act 1992* which include new responsibilities for Bayside Council and owners of swimming or spa pool/s. The purpose of these changes is intended to improve the safety of children at all properties that have a swimming or spa pool/s.

Under Section 22B of the NSW *Swimming Pool Act 1992* Bayside Council are required to develop and adopt a 'Swimming Pool Program' for the scheduling of inspections of swimming or spa pool/s. The 'Swimming Pool Program' will ensure compliance of Part 2 – Access to swimming pools of the NSW *Swimming Pool Act 1992* is satisfied.

1.2 Land to which the Policy applies

Land to which the Policy applies.



1.3 Relevant legislation and standards

The legislation, regulation and standards that apply to this Swimming Pool Inspection Program include:

- ✦ Swimming Pools Act 1992;
- ✦ Swimming Pools Regulation 2008;
- ✦ Swimming Pools Amendment Act 2012;
- ✦ Swimming Pools Amendment (Consequential Amendments) Regulation 2013;
- ✦ Building Code of Australia;
- ✦ Australian Standards AS1926 – 1. Safety barriers for Swimming Pools; and
- ✦ Australian Standards AS1926 – 2. Swimming Pool Location of Safety barriers for swimming.

The following link will take you to the swimming pool register, where you will find further information
www.swimmingpoolregister.nsw.gov.au

1.4 Relevant definitions

- ♦ **Australian Standards** – is documents that set out specifications, procedures and guidelines that aim to ensure products, services, and systems are safe, consistent, and reliable.
- ♦ **Barrier** – Means a fence or a wall, and includes:
 - (a) Any gate or door set in the fence or wall; and
 - (b) Any other structure or thing declared by the regulations to be a barrier for the purpose of the *Swimming Pools Act*.
- ♦ **Certificate of Compliance** – In respect of swimming pools means a certificate issued under the Section 22D of the *Swimming Pool Act*.
- ♦ **Direction** – The local authority may, by order in writing served on the owner of any premises in or on which a swimming pool is situated, direct the owner to take, within such reasonable time as is specified in the direction, such measures as are so specified to ensure that the swimming pool or premises comply with the requirements of Part 2 of the *Swimming Pool Act*.
- ♦ **Emergency Direction** – A direction given where there is serious risk to safety. An emergency direction can require immediate action without services of a notice of intention beforehand.
- ♦ **Multi-occupancy Development** – A building or buildings that is, or are situated on premises that consists of two or more dwellings.
- ♦ **Not Significant to Public Risk** – Includes non-complaint gates, barriers, vegetation, windows, doors, lack of CPR signs etc. as these defects are contained within the premise and access is controlled by owner/resident/tenant and not accessible by “members of the public”.
- ♦ **Notice of Intention** – Before giving a direction, the local authority who gives the direction must give notice to the person to whom the direction is proposed to be given of the intention to give the direction.
- ♦ **Relevant Occupation Certificate** – In respect of a swimming pool, which means an occupation certificate issued under the *Environmental Planning and Assessment Act 1979* that is less than 3 years old and that authorises the use of the swimming pool.
- ♦ **Spa Pool** – Includes an excavation, structure or vessel in the nature of a spa pool, floatation tank, tub or the like.
- ♦ **Significant public risk** – A fence (mostly likely boundary) that forms part of the pool barrier has been removed or damaged whereby unimpeded access is possible by members of the public from a public place or from an adjoining residences. (i.e. where a person can walk unimpeded from the street/park/footpath or from an adjoining property in top a pool area that does not have a barrier at all, but does not include a non-compliant barrier or any of the defects listed as “Not significant public risk”.
- ♦ **Swimming pool** – Means an excavation, structure or vessel:
 - (a) That is capable of being filled with water to a depth greater than 300 millimetres; and
 - (b) That is solely or principally used, or that is designed, manufactured or adapted to be solely or principally used, for the purpose of swimming, wading, paddling or any other human aquatic activity, and includes a spa pool, but does not include a spa bath, anything that is situated within a bathroom or anything declared by the regulations not to be a swimming pool for the purposes of this Act.



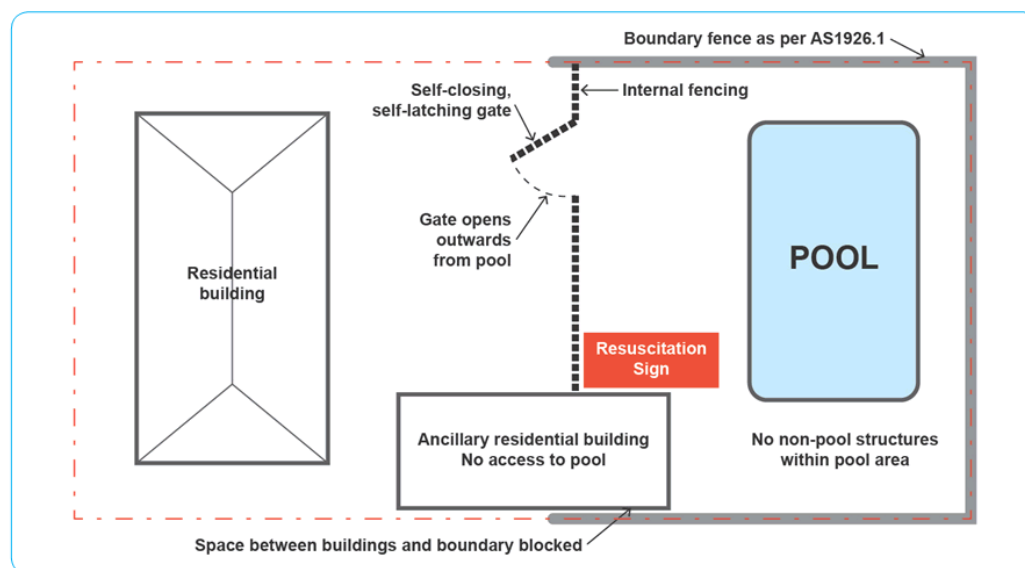
Different types of pools.

1.5 General requirements for swimming pools

Section 7 of the *Swimming Pool Acts 1992* is stated as the following:

"The owner of the premises on which a swimming pool is situated must ensure that the swimming pool is at all times surrounded by a child resistant barrier:

- (a) That separates the swimming pool from any residential building situated on the premises and from any place (whether public or private) adjoining the premises; and
- (b) That is designed, constructed, installed and maintained in accordance with the standards prescribed by the regulations."



Example of swimming pool with a compliant barrier.

1.6 What are the responsibilities of the pool owner under the new legislation?

The *Swimming Pool Act 1992* places a responsibility on owners of properties that have a swimming pool (this includes all forms of pools that are over 300mm deep).

1. Swimming pool owners are required to register their pools on an online registers provided by the NSW State Government.
2. Swimming pool owners will, at the best of their knowledge, carry out a self-assessment of their pool that it complies with the relevant standards, when registering their pool.
3. Registration are free online at www.swimmingpoolregister.nsw.gov.au there is a penalty for owners who fail to register a swimming pool.
4. Swimming pool owners will be required to provide a valid swimming pool compliance certificate before being able to sell or rent a property with a swimming pool.
5. Hotels, multi-occupancy developments and serviced apartments will also require a compliance certificate.

1.7 What is a Certificate of Compliance?

A Certificate of Compliance may be issued once a swimming or spa pool/s has been inspected and assessed against the relevant pool safety requirements in accordance of the NSW *Swimming Pool Act 1992*. A swimming or spa pool/s may be inspected more frequently than three (3) years if a complaint has been received with respect to pool safety or there is good reason to suspect the pool no longer complies with the pool safety requirements.

In order to obtain a Certificate of Compliance, under Section 22D of the Act, the swimming pool must:

- ♦ Be registered on the statewide Register of Swimming Pools;
- ♦ Be inspected by Council's authorised officer or an accredited certifier; and
- ♦ Comply with the requirements of Part 2 of the Act.

A Certificate of Compliance is valid for 3 years from the date of issue and it is important that during this period that the swimming pool remains to be compliant.



1.8 Exemptions

In limited circumstances, Council can issue exemptions under Section 22 of the Act. This allows Council to grant exemptions for swimming pools situated on complex sites, in the particular circumstances of the case:

- (a) That it is impracticable or unreasonable (because of the physical nature of the premises, because of the design or construction of the swimming pool or because of special circumstances of a kind recognised by the regulations as justifying the granting of an exemption) for the swimming pool to comply with those requirements; or
- (b) That alternative provision, no less effective than those requirements, exists for restricting access to the swimming pool.

1.9 The role of accredited certifiers

Pool owners may request either Council or an accredited certifier to provide a Certificate of Compliance. Accredited certifiers may set their own fees.

Having conducted an inspection, if the pool does not meet the applicable standard, the accredited certifier may allow a pool owner 6 weeks to rectify the deficiencies before advising Council, or if the pool is considered to be a significant public risk the accredited certifier may notify Council immediately. Upon notification Council may commence compliance action.

2 The Inspection Program

Councils are required to have in place and to implement a program of swimming pool inspections. The purpose of inspections is to issue a compliance certificate indicating that the pool barriers in place comply with pool safety requirements.

2.1 Valid Certificate of Compliance or a relevant Occupation Certificate

Swimming pools with a valid Certificate of Compliance or a relevant Occupation Certificate are not required to be inspected as part of this Pool Inspection Program for three years from the date of issue of the Certificate of Compliance or relevant Occupation Certificate (Section 22B(3) of the Act). However, if Council is made aware of a pool that no longer has compliant pool barriers, then the pool may be inspected earlier.

2.2 All pools inspected every three years

The legislation requires properties that all pool are to be inspected every three years. This includes pools associated with:

- ♦ Hotels and other multi-occupancy developments;
- ♦ Backpackers, bed and breakfast, hotel, motel, serviced apartments and residence of more than two occupancies;
- ♦ Child care centre/family day care or premises accessed regularly by children for other than domestic purposes; and
- ♦ Domestic swimming pools associated with dwellings.



2.3 More frequent inspection regime

From 29 April 2014 all properties with a pool being sold or leased/rented must have a current pool certificate of compliance. A pool Certificate of Compliance is current for a period of three years.

Where a property with a pool is being sold or leased, the pool owners must request an inspection and comply with the Swimming Pool Inspection Policy requirements of the inspection before a pool Certificate of Compliance can be issued.

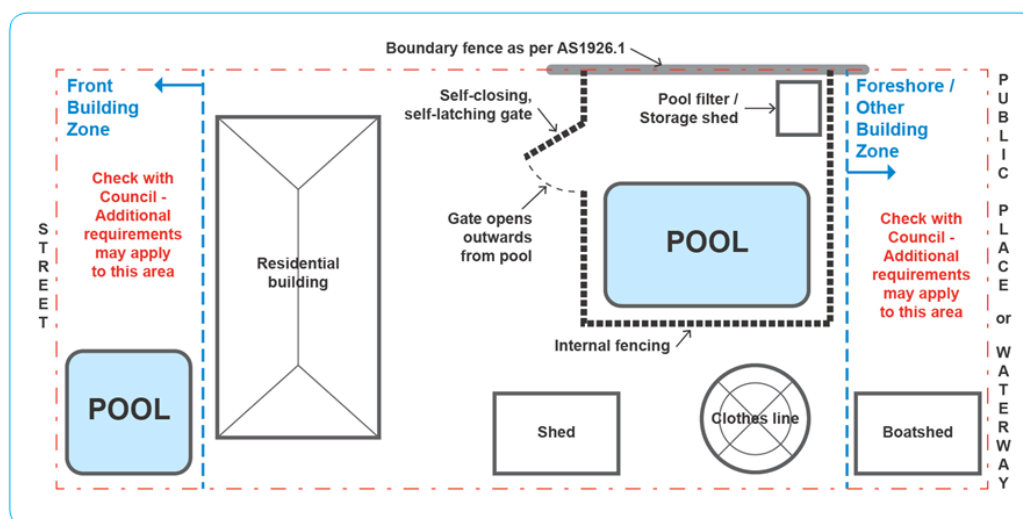
2.4 Implementation of the inspection program

Council will aim to undertake inspection of swimming pools (both outdoor and indoor) that are situated on premises that is either a residential building, moveable dwelling, tourist and visitor accommodation, hotels, motels, and residential flat buildings including aged care facilities and child care centres is located in accordance with the following guidelines to ensure compliance with the relevant legislation:

- ♦ **Complaints** – When a complaint is received by Council in concerning swimming pool safety and is registered on Councils Customer Request Management system (CRM), these requests will be inspected as a priority.
- ♦ **Inspection by Request of Owner** – When an owners requests an inspection under Section 22C of Act, and inspection will be conducted as per the requirements of the Act and Regulations.
- ♦ **Inspection for the Sale of Land** – Under the *Conveyancing (Sale of Land) Regulations 2010* will require any contract of sale of land to include either a Certificate of Compliance or Certificate of Non-compliance to be attached to any contract of sale. These inspections requested by owners/agents will be conducted within 10 days as prescribed by the Regulations.
- ♦ **Inspections for the Lease of Land** – Under the *Residential Tenancies Regulations 2010* it requires landlords of premises on which there is a swimming pool to provide a copy of a valid Certificate of Compliance (or Occupation Certificate). These inspections requested by owners/agents will be conducted within 10 days as prescribed by the Regulations.
- ♦ **Building Information Certificate (BCI)** – Where Council receives a BCI application which involves a property with a swimming pool, a barrier inspection will be conducted where there is no Certificate of Compliance or Occupation Certificate.
- ♦ **Notification from Accredited Certifiers** – Where an accredited certifier is unable to issue a Certificate of Compliance and have issued a notice. Upon receiving the notice, Council will undertake an inspection.
- ♦ **Proactive Inspections** – Where Council Officers have observed a non-complaint swimming pool and there if no current certificate of compliance or occupation certificate. The property will be recorded in Council's CRM system and an inspection conducted as per the requirements of the Act and Regulations.

2.5 Strategy for checking pool barrier compliance

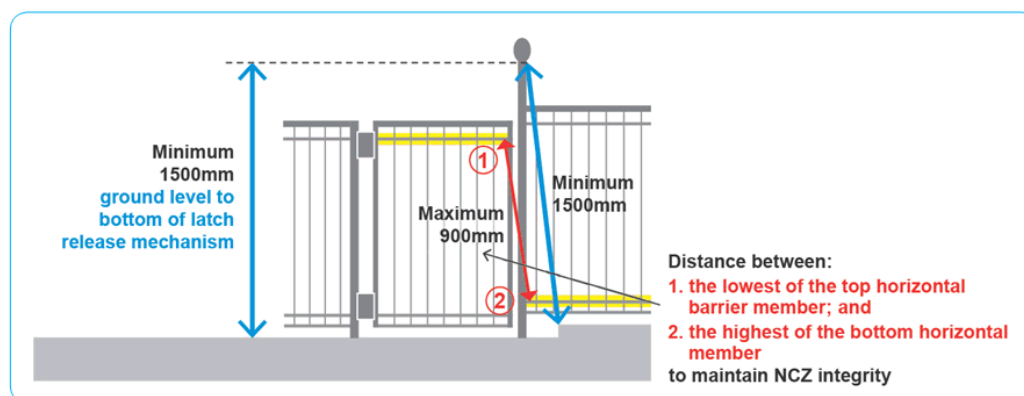
During a pool barrier inspection, an authorised person will be taking measurements and using a comprehensive checklist to determine whether the pool barriers comply with the relevant safety standards.



Example of swimming pool with a compliant barrier.

If the pool barriers have:

- a) Not been altered, then the pool barriers will be required to comply with the safety standards that were applicable at the time of the pool's construction;
- b) Been substantially altered, or the means of access to the pool has been rebuilt, then the pool barriers will be required to comply with the current safety standards; and
- c) Never complied with the safety standards that were applicable at the time of construction, then the pool barriers will be required to comply with the current safety standards.



Example of a compliant pool barrier.

The following factors are taken into consideration in determine the extent of the upgrade works:

- ✦ Is there an immediate threat to life?
- ✦ Can the pool be accessed from a public area?
- ✦ What year was the pool constructed?
- ✦ The condition of the existing pool barrier?
- ✦ The location of the swimming pool and the barrier;
- ✦ Are there any special characteristics or uses of the pool? (ie hydrotherapy pool)
- ✦ Any previously issued compliance certificates, occupation certificates and building certificates?
- ✦ The relevant legislation and Australian standards applying.

The rules of evidence collection applying and are critical in the event that an immediate threat to life safety is present and/or if enforcement action is required to rectify a breach.

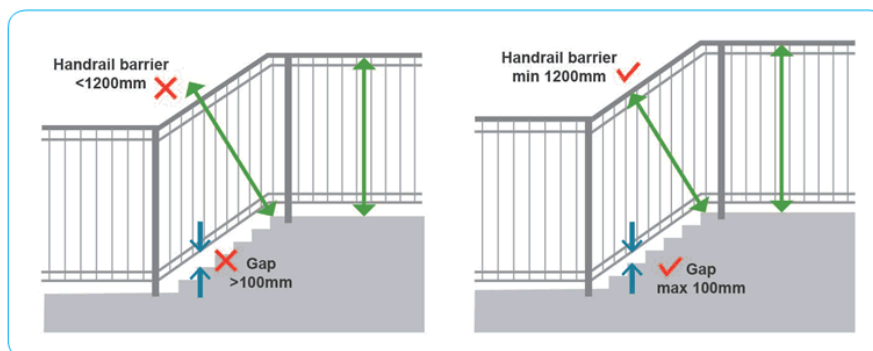
Please note the *Swimming Pools Act* has very specific provisions in terms of pool safety compliance. Specifically for taking action after investigations, the Notices, Directions, penalty Infringement Notices and Offences provisions under the Act are applicable.

2.6 Actions taken – Pool barriers that are non-compliant

Certificate of Compliance cannot be issued when the pool barriers do not satisfy the requirements of the Act. Consequently, if the pool barrier was inspected by:

- ◆ An accredited certifier, then the accredited certifier will be required to give a written notice to the pool owner and forward a copy of the notice to Council (Section 22E of the Act). Council will then investigate the non-compliant pool barriers;
- ◆ Council's authorised officer will then send a notice or order to the owner, which states the upgrade works required. If the upgrade works are not performed within the time frame specified, then a Penalty Infringement Notice may be issued and legal action may be taken (in accordance with the swimming pools legislation); or
- ◆ Certificates of non-compliance following inspection by a local authority or an accredited certifier must be issued to the landowner within seven days of the inspection.

Example of non-compliant barrier and a compliant barrier.



3 Ongoing Education and Awareness

Council will provide ongoing and complementary community education and awareness program will be delivered through community publications, media releases, website information, owner self-assessment pool fence checklists and public interactions with the swimming pool safety inspections officers.

4 Pool Inspection Fees

For the purposes of issuing a Certificate of Compliance, Council will charge a pool barrier inspection fee of \$150 for the first inspection carried out, in accordance with the *Swimming Pools Regulation 2018*. Subsequent pool barrier inspections will incur a further inspection fee of \$100 and will need to be paid at the time of booking the re-inspection.

Fee payment is subject to a tax invoice.

It should be noted that a Certificate of Compliance is valid for three years from the date of issue in accordance with the Act. After the certificate ceases to be valid, Council may charge a fee in accordance with the above to carry out a new inspection for the purpose of issuing a new certificate of compliance.

5 Penalties

The Act provides that failing to comply with swimming pool safety requirements may constitute an offence under the Act. In addition to the authority to issue notices and directions to carry out specific work to comply with the requirements of the Act or Standards, Councils authorised officers have the power to issue a Penalty Infringement Notice for certain offences. The Act also allows for proceedings for an offence against the Act or Regulations to be dealt with before the Local Court.



Eastgardens Customer Service Centre,
152 Bunnerong Road
Eastgardens NSW 2036

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216

Tel **1300 581 299 | 9562 1666**
Email **council@bayside.nsw.gov.au**
Web **www.bayside.nsw.gov.au**

13 August 2019 - 28 August 2019

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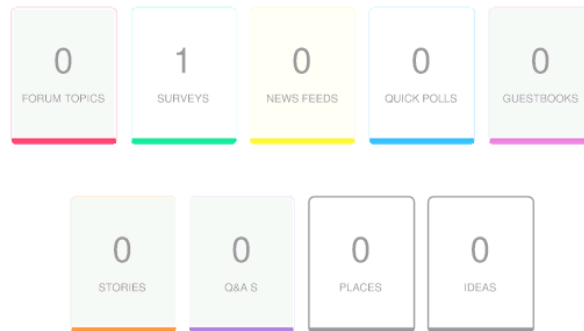
Highlights



Aware Participants		26		Engaged Participants		3	
Aware Actions Performed		Participants		Engaged Actions Performed		RegisteredUnverifiedAnonymous	
Visited a Project or Tool Page		26					
Informed Participants		11		Contributed on Forums		000	
Informed Actions Performed		Participants		Participated in Surveys		201	
Viewed a video		0		Contributed to Newsfeeds		000	
Viewed a photo		0		Participated in Quick Polls		000	
Downloaded a document		7		Posted on Guestbooks		000	
Visited the Key Dates page		1		Contributed to Stories		000	
Visited an FAQ list Page		0		Asked Questions		000	
Visited Instagram Page		0		Placed Pins on Places		000	
Visited Multiple Project Pages		7		Contributed to Ideas		000	
Contributed to a tool (engaged)		3					

Have Your Say Bayside: Summary Report for 13 August 2019 to 28 August 2019

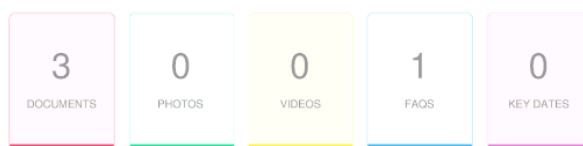
ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	Draft Swimming Pool Inspection Program	Published	5	2	0	1

Have Your Say Bayside: Summary Report for 13 August 2019 to 28 August 2019

INFORMATION WIDGET SUMMARY



Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Document	Draft Swimming Pool Inspection Program	4	7
Document	Bayside Local Government Area (red boundary)	2	3
Document	NSW Swimming Pool Act 1992	1	1
Key Dates	Key Date	1	1
Faqs	faqs	0	0

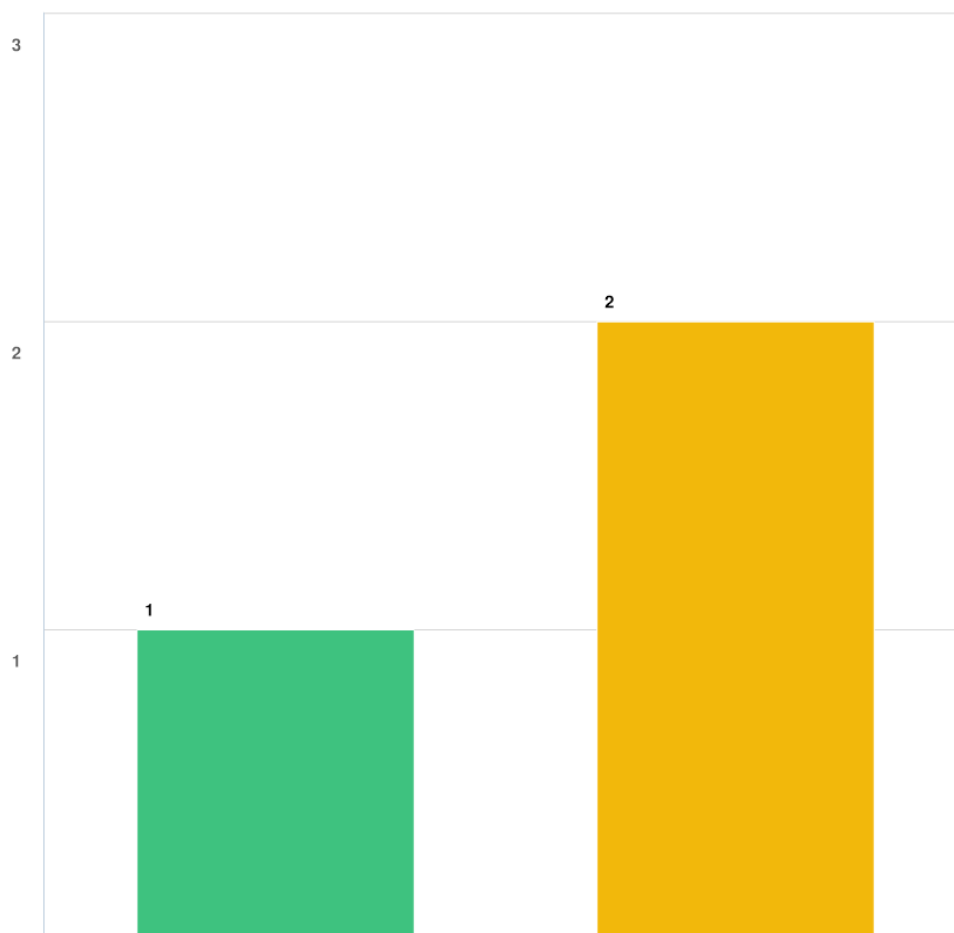
Have Your Say Bayside : Summary Report for 13 August 2019 to 28 August 2019

ENGAGEMENT TOOL: SURVEY TOOL

Draft Swimming Pool Inspection Program

VISITORS	5	CONTRIBUTORS	3	CONTRIBUTIONS	3
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Do you have a backyard swimming pool?



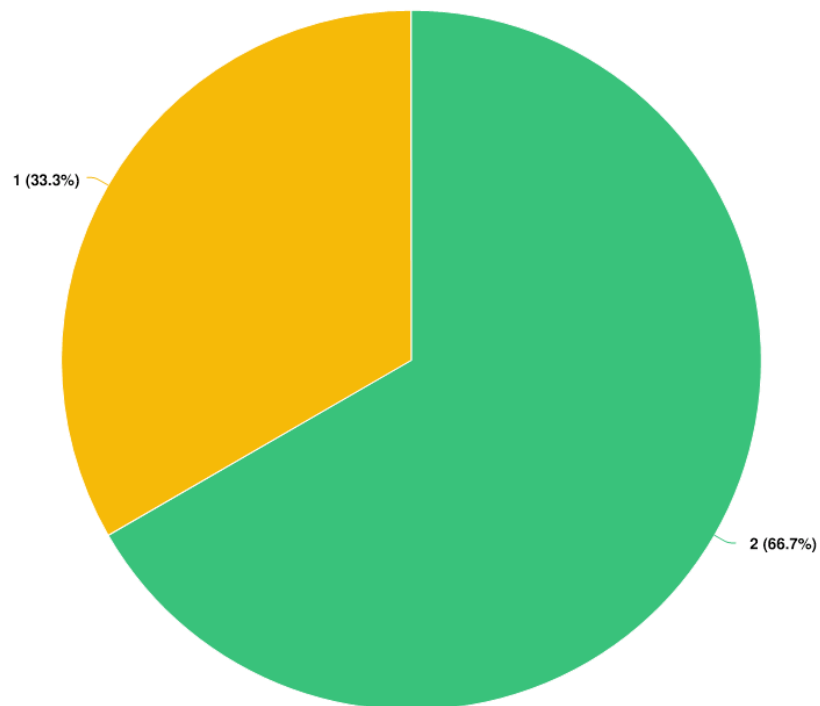
Question options

● Yes ● No

Optional question (3 responses, 0 skipped)

Have Your Say Bayside : Summary Report for 13 August 2019 to 28 August 2019

Do you support the Swimming Pool Inspection Program?



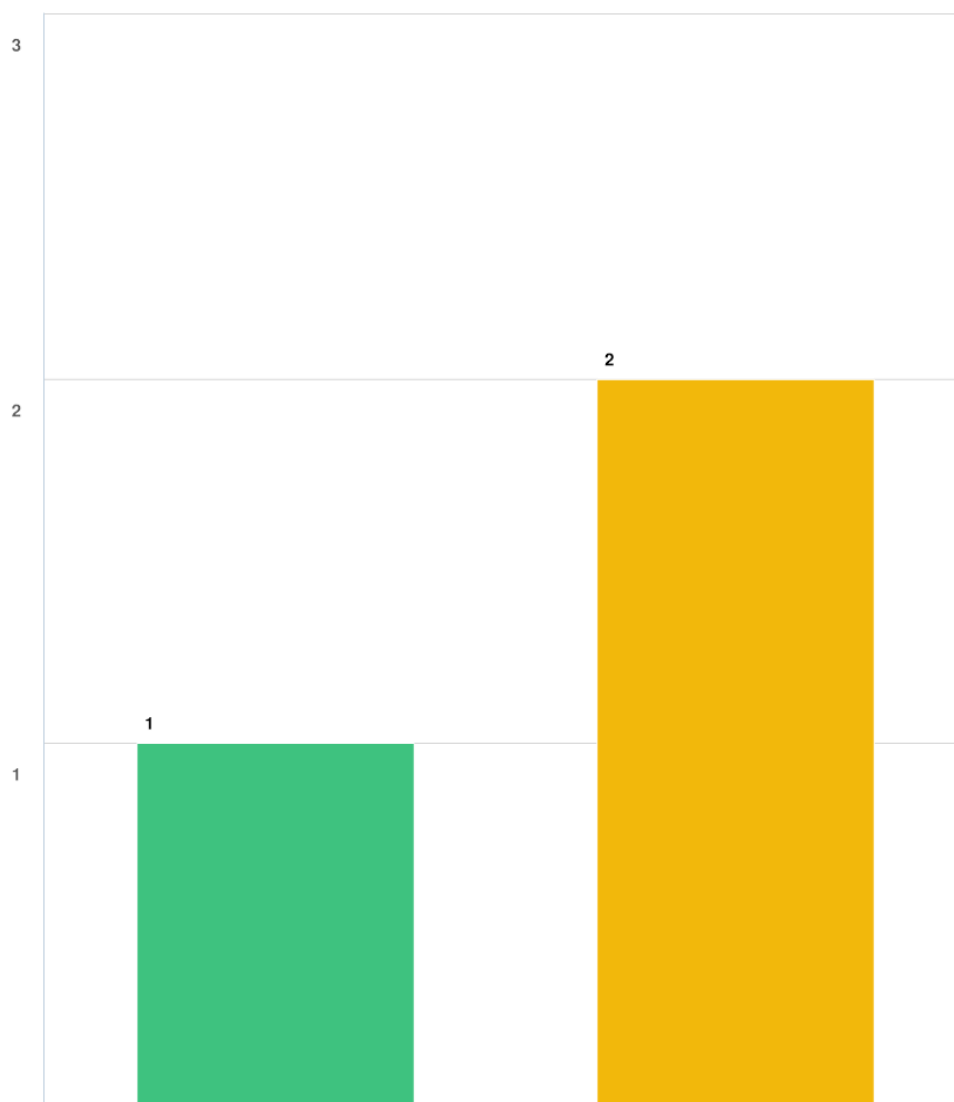
Question options

● Yes ● Yes, but with changes

(3 responses, 0 skipped)

Have Your Say Bayside: Summary Report for 13 August 2019 to 28 August 2019

Do you identify as having a disability ?



Question options

● Yes ● No

Optional question (3 responses, 0 skipped)

Council Meeting

9/10/2019

Item No	8.8
Subject	Statutory, Council and External Appointments
Report by	Michael Mamo, Director City Performance
File	SF19/1316

Summary

Council is involved in a number of statutory Committees and Boards where Councillor Delegates are appointed to represent Bayside Council.

The term of the appointment of Council delegates is generally for the same term of the Mayor. This report seeks to appoint delegates for the remaining one year of this term of Council to statutory type committees and Boards and the other significant external body. A review is underway on the internal committee and community focused committees and a further report on those will be provide to the Council meeting in November 2019.

Officer Recommendation

- 1 That Council nominates 2 councillors and 2 alternates as its representatives on the **Sydney Eastern City Planning Panel**.
 - 2 That Council nominates 2 Councillors as members and 2 councillors as alternates to the **Risk & Audit Committee**.
 - 3 That Council nominates 3 Councillors as its representatives on the **Bayside Floodplain Risk Management Committee**.
 - 4 That Council nominates 1 Councillor as its representative and 1 Councillor as its alternate on the **Bayside Traffic Committee**.
 - 5 That Council nominates two councillors act as alternates for its representatives to **SSROC**.
 - 6 That Council nominates 1 Councillor and 1 alternate to the **SSROC Program Delivery Committee**.
 - 7 That Council nominates 1 Councillor and 1 alternate to the **SSROC Sustainability Program Committee**.
-

Background

Council is represented on a number of statutory committees, boards, internal committees and community focused and miscellaneous organisations with which Council is associated. Traditionally the appointment of Councillor Representatives to these internal and external bodies occurs at the commencement of the new term of Council and then reviewed following the Mayoral election during the term of office.

This report outlines the appointments necessary for the statutory type bodies and significant external bodies. Council is reviewing the internal type committees and other external bodies memberships and will report back on these to the Council meeting in November 2019.

Council is reminded that Councillor Curry's appointment to Civic Risk Insurance Group was for the term of the Council as required by the Group. Also at Council's meeting on 13 February 2019, it appointed Councillors Morrissey and Rapisardi as Councillor Representatives to the Botany Historical Trust (BTH) for the remainder of the Council term in accordance with the BTH Constitution.

1 Statutory Type Bodies

A summary of each of the statutory type bodies is detailed below with the number of delegates and frequency of meetings summarised in Table 1 below.

TABLE 1 – Summary of Delegate Numbers and Frequency of Meetings

Name	Number of Delegates	Current Delegates	Frequency of meetings
Sydney Eastern City Planning Panel	2 (plus 2 as alternatives)	Councillors McDougall and Nagi	As required
Risk & Audit Committee	2 (plus 2 as alternatives)	Councillors Barlow and Morrissey	Quarterly
Bayside Floodplain Risk Management Committee	3	General Manager or nominees	As required
Bayside Traffic Committee	1 (plus 1 alternate)	Councillor McDougall (Councillor Rapisardi as alternative)	Monthly

Sydney Eastern City Planning Panel

Bayside Council is placed in the Sydney Eastern City Planning Panel and is entitled to nominate two (2) representatives and two (2) alternatives.

In accordance with Council's adopted Expenses & Facilities Policy, Councillors appointed to the Sydney Eastern City Planning Panel will be remunerated with a \$600 meeting attendance fee and receive an allowance of \$100 per hour, minimum one hour up to a maximum of \$600 for attending briefings of the Regional Planning Panel. The allowance includes travel and briefings on multiple applications.

Risk & Audit Committee

The Charter provides for two Councillors to be appointed by Council and that a further two Councillors be appointed as alternates to this Committee. Four community representatives continue as members till the end of this term of Council.

Bayside Floodplain Risk Management Committee

This Committee has a number of community representatives including technical Council staff along with up to 3 Councillor Representatives. Currently there are no Councillor Representatives. Council chairs meetings of the Committee. Its main objective is to assist Council with the development and implementation of 1 or more floodplain risk management plans for its service area.

Bayside Traffic Committee

The (Local) Bayside Traffic Committee is made up of the following formal members:

- 1 representative of Council
- 1 representative of the NSW Police from each Local Area Command
- 1 representative of the Roads and Maritime Service
- the Local State Member of Parliament (MP) or their nominee from each Electorate

Council is able to appoint 1 Councillor as representative and 1 alternate to the Bayside Traffic Committee.

2 Significant External Body - SSROC

Council is a member of the Southern Sydney Regional Organisation of Councils (SSROC), which advocates and lobbies on regional matters in the interests of the 11 Councils in the region. Addition to the SSROC organisation committee, it has 2 sub-committees, Program Delivery and Sustainability Program. The positions of Mayor and Deputy Mayor are Council representatives to the main Committee. Alternates are nominated.

Table 2 below details the number of delegates and frequency of meetings relating to SSROC.

TABLE 2 – Significant External Body

Name	Number of Delegates	Current Delegates	Frequency of Meetings
-------------	----------------------------	--------------------------	------------------------------

Name	Number of Delegates	Current Delegates	Frequency of Meetings
SSROC (Southern Sydney Regional Organisation of Councils)	Mayor & Deputy Mayor (plus 2 alternatives)	Mayor and Deputy Mayor (Councillors Barlow and McDougall as alternates)	Quarterly
SSROC Program Delivery Committee	1 (plus 1 as alternative)	Councillor Macdonald (Councillor Tsounis as alternate)	Quarterly
SSROC Sustainability Program Committee	1 (plus 1 as alternative)	Councillor Barlow	Quarterly

Financial Implications

Not applicable ☒

Included in existing approved budget ☐

Additional funds required ☐

Community Engagement

Not applicable

Attachments

Nil

Council Meeting

9/10/2019

Item No	8.9
Subject	Disclosure of Pecuniary Interest Annual Returns
Report by	Michael Mamo, Director City Performance
File	SC18/1216

Summary

The statutory requirements in respect of the lodgement of Disclosure of Pecuniary Interest and Other Matters by Councillors and Designated Persons have been transferred from the Local Government Act 1993 to the Code of Conduct. The obligations are similar for Councillors, the General Manager and Designated Persons.

The report provides information regarding First and Annual Returns lodged with the General Manager, as required under the Code of Conduct.

Officer Recommendation

That the information be received and noted.

Background

The Code of Conduct requires Councillors, the General Manager and Designated Persons to lodge Disclosure of Interest Returns. Council holds, as required, a register of Disclosure of Interest Returns and to table Returns which have been lodged by Council officials.

The purpose of this report is to table, in accordance with Clause 4.25, all Returns lodged by Council officials.

First Returns

In accordance with Clause 4.21(a) the following Returns have been lodged by employees who have recently been appointed as Designated Persons.

Position	Return Date	Date Required	Date Lodged
Development Assessment Planner	20/08/2018	20/11/2018	28/09/2018
Development Assessment Planner	10/09/2018	10/12/2018	13/09/2018
Parking Patrol Officer	02/10/2018	02/01/2019	11/10/2018
Environmental Health Officer	08/10/2018	08/01/2019	17/10/2018
Environmental Compliance Officer	08/10/2018	08/01/2019	21/11/2018
Parking Patrol Officer	08/10/2018	08/01/2019	11/10/2018
Procurement Specialist	07/01/2019	07/04/2019	07/01/2019
Manager Sport and Recreation	01/04/2019	01/07/2019	12/06/2019
Development Assessment Planner	29/04/2019	29/07/2019	15/05/2019
Manager Procurement	29/04/2019	29/07/2019	24/05/2019
Senior Environmental Health Officer	03/06/2019	03/09/2019	04/07/2019
Environmental Health Officer	11/06/2019	11/09/2019	17/07/2019

Coordinator Sport and Recreation	17/06/2019	17/09/2019	27/06/2019
Landscape Architect	24/06/2019	24/09/2019	30/07/2019
Swimming Pool Officer	01/07/2019	01/10/2019	15/07/2019

Annual Returns

In accordance with Clause 4.21(b), the following Returns have been lodged by Councillors, the General Manager and Designated Persons holding relevant positions as at 30 June 2019:

TABLE 1 - Councillors

Councillors' Name	Return Period	Date Lodged
AWADA Joseph	01/07/2018 – 30/06/2019	18/07/2019
BARLOW Elizabeth	01/07/2018 – 30/06/2019	02/08/2019
BEZIC Ronald	01/07/2018 – 30/06/2019	02/08/2019
CURRY Christina	01/07/2018 – 30/06/2019	18/07/2019
IBRAHIM Tarek	01/07/2018 – 30/06/2019	02/08/2019
KALLIGAS Petros	01/07/2018 – 30/06/2019	20/08/2019
MACDONALD James	01/07/2018 – 30/06/2019	02/08/2019
MCDUGALL Edward	01/07/2018 – 30/06/2019	02/08/2019
MORRISSEY Scott	01/07/2018 – 30/06/2019	02/08/2019
NAGI Michael	01/07/2018 – 30/06/2019	12/07/2019
POULOS Vicky	01/07/2018 – 30/06/2019	25/07/2019
RAPISARDI Dorothy	01/07/2018 – 30/06/2019	02/08/2019
SARAVINOVSKI Bill	01/07/2018 – 30/06/2019	11/07/2019
SEDRAK Paul	01/07/2018 – 30/06/2019	08/08/2019
TSOUNIS Andrew	01/07/2018 – 30/06/2019	25/07/2019

Table 2 - Employees

Position	Return Period	Date Lodged
General Manager	01/07/2018 – 30/06/2019	17/07/2019
Director City Futures	01/07/2018 – 30/06/2019	20/08/2019
Director City Life	01/07/2018 – 30/06/2019	09/07/2019
Director City Performance	01/07/2018 – 30/06/2019	05/07/2019
Director City Presentation	01/07/2018 – 30/06/2019	05/07/2019
Coordinator Communications	01/07/2018 – 30/06/2019	17/07/2019
Coordinator Events	01/07/2018 – 30/06/2019	03/07/2019
Events Officer	01/07/2018 – 30/06/2019	09/07/2019
Events Officer	01/07/2018 – 30/06/2019	29/07/2019
Events Officer	01/07/2018 – 30/06/2019	04/07/2019
Events Support Officer	01/07/2018 – 30/06/2019	04/07/2019
Manager Executive Services	01/07/2018 – 30/06/2019	08/07/2019
Major Projects Director	01/07/2018 – 30/06/2019	29/07/2019
Contracts Manager	01/07/2018 – 30/06/2019	15/07/2019
Coordinator Major Projects	01/07/2018 – 30/06/2019	10/07/2019
Project Architect	01/07/2018 – 30/06/2019	10/07/2019
Project Engineer	01/07/2018 – 30/06/2019	10/07/2019
Project Landscape Architect	01/07/2018 – 30/06/2019	10/07/2019
Project Manager	01/07/2018 – 30/06/2019	29/07/2019
Project Manager	01/07/2018 – 30/06/2019	17/07/2019
Project Manager	01/07/2018 – 30/06/2019	15/07/2019
Senior Project Architect	01/07/2018 – 30/06/2019	17/07/2019
Senior Project Landscape Architect	01/07/2018 – 30/06/2019	29/07/2019
Manager People & Organisational Structure	01/07/2018 – 30/06/2019	29/07/2019

Manager Certification	01/07/2018 – 30/06/2019	23/07/2019
Building Certifier	01/07/2018 – 30/06/2019	19/07/2019
Building Certifier	01/07/2018 – 30/06/2019	08/08/2019
Coordinator Development Certification	01/07/2018 – 30/06/2019	25/07/2019
Fire Safety Officer	01/07/2018 – 30/06/2019	25/07/2019
Property Admin Officer (Footway Trading)	01/07/2018 - 30/06/2019	18/07/2019
Senior Building Certifier	01/07/2018 – 30/06/2019	02/08/2019
Senior Building Certifier	01/07/2018 – 30/06/2019	08/08/2019
Senior Building Certifier	01/07/2018 – 30/06/2019	25/07/2019
Senior Building Certifier (Fire)	01/07/2018 – 30/06/2019	19/07/2019
Swimming Pool Officer	01/07/2018 – 30/06/2019	25/07/2019
Manager City Infrastructure	01/07/2018 – 30/06/2019	04/07/2019
Coordinator Infrastructure Assets	01/07/2018 – 30/06/2019	05/07/2019
Coordinator Infrastructure Projects	01/07/2018 – 30/06/2019	22/07/2019
Coordinator Public Domain	01/07/2018 – 30/06/2019	15/07/2019
Coordinator Traffic & Road Safety	01/07/2018 – 30/06/2019	29/07/2019
Executive Engineer	01/07/2018 – 30/06/2019	08/07/2019
Senior Project Engineer	01/07/2018 – 30/06/2019	17/07/2019
Senior Project Landscape Architect	01/07/2018 – 30/06/2019	25/07/2019
Manager Development Services	01/07/2018 – 30/06/2019	20/08/2019
Coordinator Development Assessment	01/07/2018 – 30/06/2019	28/08/2019
Coordinator Development Assessment	01/07/2018 – 30/06/2019	17/07/2019
Coordinator Development Assessment	01/07/2018 – 30/06/2019	19/07/2019
Coordinator Development Assessment	01/07/2018 – 30/06/2019	02/08/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	10/07/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	09/07/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	18/07/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	08/07/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	08/07/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	08/08/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	25/07/2019
Development Assessment Planner	01/07/2018 – 30/06/2019	10/07/2019
Senior Development Assessment Planner	01/07/2018 – 30/06/2019	04/07/2019
Senior Development Assessment Planner	01/07/2018 – 30/06/2019	08/08/2019
Senior Development Assessment Planner	01/07/2018 – 30/06/2019	09/07/2019
Manager Property	01/07/2018 – 30/06/2019	20/08/2019
Coordinator Property	01/07/2018 – 30/06/2019	03/07/2019
Manager Strategic Planning	01/07/2018 – 30/06/2019	03/07/2019
Coordinator Asset Strategy	01/07/2018 – 30/06/2019	22/07/2019
Coordinator Strategic Planning	01/07/2018 – 30/06/2019	05/07/2019
S94 Planner	01/07/2018 – 30/06/2019	03/07/2019
Senior Urban Planner	01/07/2018 – 30/06/2019	02/08/2019
Urban Designer	01/07/2018 – 30/06/2019	02/08/2019
Urban Planner	01/07/2018 – 30/06/2019	23/07/2019
Urban Planner	01/07/2018 – 30/06/2019	29/07/2019
Manager Compliance	01/07/2018 – 30/06/2019	17/07/2019
Coordinator Regulations	01/07/2018 – 30/06/2019	17/07/2019
Environmental Compliance Officer	01/07/2018 – 30/06/2019	12/07/2019
Environmental Health Officer	01/07/2018 – 30/06/2019	15/07/2019
Parking Patrol Officer	01/07/2018 – 30/06/2019	12/08/2019
Parking Patrol Officer	01/07/2018 – 30/06/2019	08/08/2019
Parking Patrol Officer	01/07/2018 – 30/06/2019	12/07/2019

Parking Patrol Officer	01/07/2018 – 30/06/2019	12/07/2019
Parking Patrol Officer	01/07/2018 – 30/06/2019	12/07/2019
Parking Patrol Officer	01/07/2018 – 30/06/2019	17/07/2019
Senior Environmental Compliance Officer	01/07/2018 – 30/06/2019	10/07/2019
Senior Environmental Health Officer	01/07/2018 – 30/06/2019	10/07/2019
Senior Parking Patrol Officer	01/07/2018 – 30/06/2019	21/08/2019
Senior Parking Patrol Officer	01/07/2018 – 30/06/2019	11/07/2019
Manager Customer Experience	01/07/2018 – 30/06/2019	09/07/2019
Manager Community Capacity Building	01/07/2018 – 30/06/2019	08/08/2019
Coordinator Community Capacity Building	01/07/2018 – 30/06/2019	08/07/2019
Coordinator Operations Support	01/07/2018 – 30/06/2019	02/08/2019

Manager Finance	01/07/2018 – 30/06/2019	29/07/2019
Manager Governance & Risk	01/07/2018 – 30/06/2019	30/07/2019
Manager Business Improvement & Innovation	01/07/2018 – 30/06/2019	02/08/2019
Coordinator Applications	01/07/2018 – 30/06/2019	11/07/2019
Coordinator IT Technical Support	01/07/2018 – 30/06/2019	04/07/2019
Procurement Specialist	01/07/2018 – 30/06/2019	10/07/2019
Procurement Specialist	01/07/2018 – 30/06/2019	11/07/2019
Manager City Works	01/07/2018 – 30/06/2019	17/07/2019
Coordinator City Works	01/07/2018 – 30/06/2019	10/07/2019
Coordinator Facilities & Property Maintenance	01/07/2018 – 30/06/2019	08/07/2019
Coordinator Fleet Operations & Store	01/07/2018 – 30/06/2019	11/07/2019
Manager Parks & Open Space East & West	01/07/2018 – 30/06/2019	20/08/2019
Coordinator Parks & Open Space West	01/07/2018 – 30/06/2019	08/07/2019
Coordinator Parks & Open Space East	01/07/2018 – 30/06/2019	22/07/2019
Manager Waste & Cleansing Services	01/07/2018 – 30/06/2019	13/08/2019
Coordinator Operations Waste & Cleansing Services	01/07/2018 – 30/06/2019	25/07/2019
Coordinator Waste Avoidance, Resources & Recovery	01/07/2018 – 30/06/2019	15/07/2019

All Designated Persons except one have lodged their Returns prior to the due date of 30 September 2019 as required by the Code of Conduct. One (1) employee is on extended leave and is still required to lodge a Return. Employees that commenced employment and lodged a first return within three months preceding 30 June 2019 were not required to lodge Annual Returns.

Financial Implications

Not applicable ☒
 Included in existing approved budget ☐
 Additional funds required ☐

Community Engagement

The issues raised in this report do not require community consultation under Council's Community Engagement Policy.

Attachments

Nil

Council Meeting

9/10/2019

Item No	8.10
Subject	Statutory Financial Report - August 2019
Report by	Michael Mamo, Director City Performance
File	F09/605.002

Summary

This report is provided in accordance with the Local Government (General) Regulations, 2005, Division 5, paragraph 212 and s625 of the Local Government Act, 1993.

The necessary certificate by the Responsible Accounting Officer is included in this report and the Statutory Financial Reports are presented as follows:

- Investment Performance against Benchmark
- Statement of Bank Balances
- Schedule of Investments

As at 31 August 2019, Bayside Council had \$432.2m in cash and investments with an adjusted portfolio return on investments of 2.32%. Our income and expenditure cash-flow movements for the period primarily comprised the following:

- Income from operating activities totalled \$41.4m from rates, interest, grants, tax office GST recoverable, sale of assets and development planning contributions.
- Expenses from operating activities totalled \$16.8m for payments for employee costs, utilities, waste, contract and infrastructure work.

The restricted cash and investments funding dissection will be included in a future report to Council.

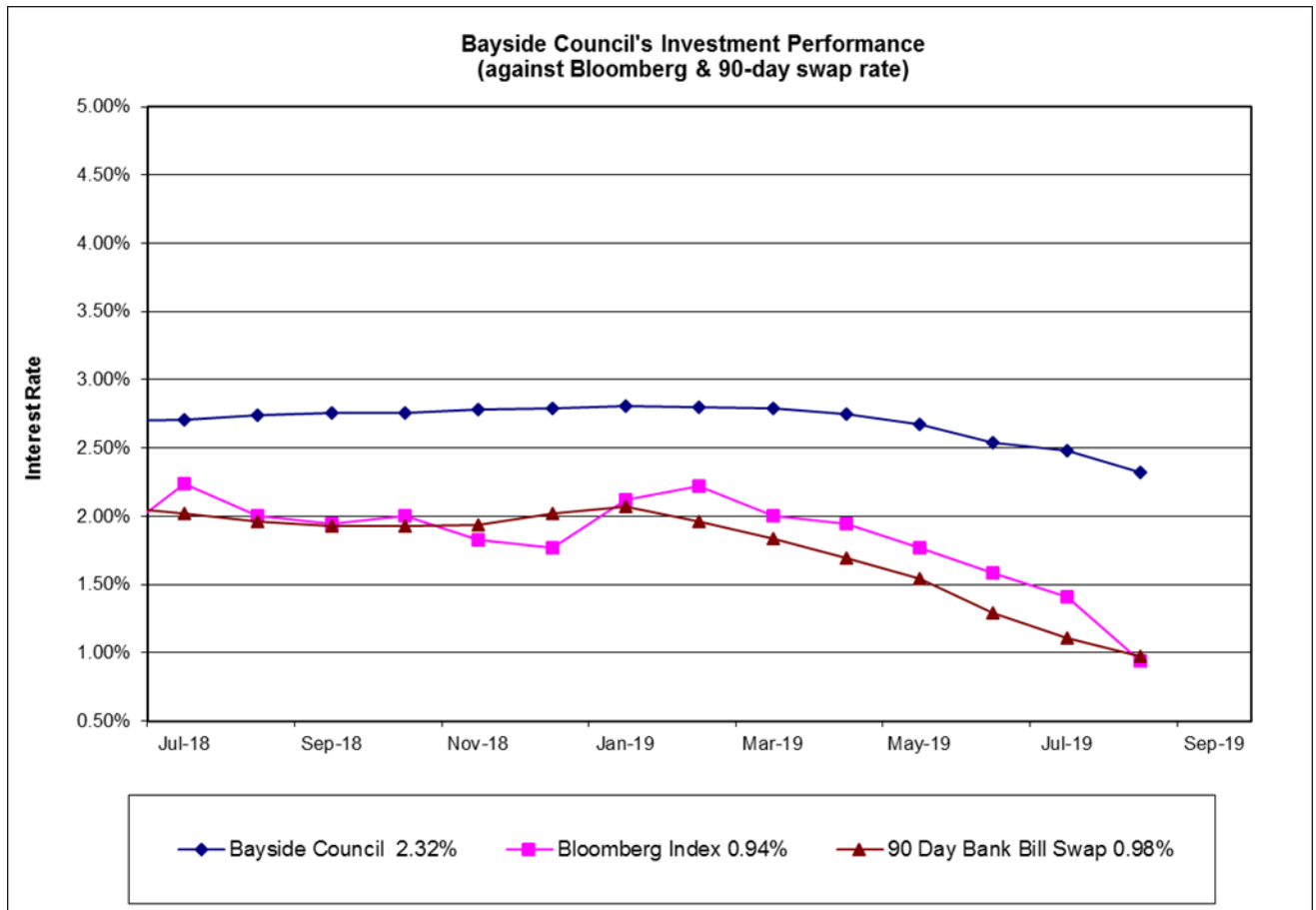
Officer Recommendation

That the Statutory Financial Report by the Responsible Accounting Officer be received and noted.

Background

The following table shows the performance of Council's investments since July 2018. The Bloomberg (former UBS) Index is used for comparison as this is a generally accepted industry benchmark used by Australian businesses. The 90-day Bank Bill Swap Rate is the worldwide rate that is reviewed by the financial markets every 90 days. This rate underpins the majority of investments which makes it a meaningful comparison for measuring investment performance.

For the current period, Council outperformed the market by 138 basis points. As demonstrated by the investment performance graph, investment returns are stable and consistently above the industry benchmark and 90-day Bank Bill Swap Rate.



Statement of Bank Balances

The table below shows details of movements in Council's cash at bank for August 2019.

STATEMENT OF BANK BALANCES AS AT 31 August 2019		
	GENERAL FUND	
Cash at Bank (Overdraft) as per Bank Statement as at: 31/07/2019		\$535,728
Add: Income from Operating Activities for the Period		
- Rates and other receipts*	\$31,717,706	
- Sundry Debtor Deposits	\$756,524	
- DA Fees, FCDs & Application & Construction Fees	\$740,322	
- Interest	\$1,041,798	
- Parking and Other Infringements	\$542,144	
- Rents, Leases, Booking Fees, Certificates & Licences	\$203,927	
- Sale of Assets	\$430,737	
- ATO- GST Recoverable	\$2,045,751	
- Long Service Levy	\$19,858	
- Grants	\$900,520	
- Insurance Claim/Legal	\$16,374	
- Childcare Income & Subsidies	\$432,742	
- Pool, Golf, Mutch Park & Library Income	\$91,493	
- S.94 & Planning Contributions	\$2,422,294	
Total Income from Operating Activities for the Period	\$41,362,190	
Less: Expenses from Operating Activities for the Period		
Accounts Paid for Period (includes urgent cheques & refunds)	-\$11,899,563	
Direct Payroll	-\$4,732,497	
Presented Cheques	-\$167,715	
Dishonoured cheques	-\$6,959	
Bank Charges (including Agency Fees)	-\$19,331	
Total Expenses from Operating Activities for the Period	-\$16,826,065	
Total Net Movement from Operating Activities:		\$24,536,125
Investment Activities for the Period		
- Investments redeemed	\$5,000,000	
- Transfer from Short-Term Money Market	\$27,450,000	
- Transfer to Short-Term Money Market	-\$29,080,000	
- New Investments	-\$25,000,000	
Net Investment Flows for the Period	-\$21,630,000	
Funding Activities for the Period		
Loan Repayments	\$0	
Net Funding Flows for the Period	\$0	
Total Net Movement from Investment & Funding Activities:		-\$21,630,000
Cash at Bank (Overdraft) as per Bank Statement as at: 31/08/2019		\$3,441,853
Bank overdraft limit for operating account is \$350,000.		
* other receipts include Australia Post & Bank Tape		

Schedule of Investments

Bayside Council currently holds \$432.2m in investments and cash at call. In accordance with current accounting standards, investments are recorded at Fair Value (market value).

SCHEDULE OF INVESTMENTS HELD ON BEHALF OF BAYSIDE COUNCIL AS AT: 31/08/2019								
	Credit Rating	Purchase Price	Purchase Date	Maturity Date	Term Days	Prop %	Interest Rate	Market Value
Term Deposits								
Bank of Western Australia	A1	\$5,000,000	20/03/2019	18/09/2019	182	1.27%	2.35%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	27/03/2019	25/09/2019	182	1.26%	2.35%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	24/04/2019	23/10/2019	182	1.27%	2.30%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	02/05/2019	30/10/2019	181	1.26%	2.15%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	09/05/2019	06/11/2019	181	1.27%	2.25%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	23/05/2019	18/09/2019	118	1.26%	2.15%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	30/05/2019	25/09/2019	118	1.27%	2.10%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	05/06/2019	09/10/2019	126	1.26%	2.05%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	13/06/2019	16/10/2019	125	1.27%	2.05%	\$5,000,000
Bank of Western Australia	A1	\$5,000,000	14/08/2019	15/01/2020	154	1.26%	1.65%	\$5,000,000
Bank of Western Australia	A1	\$10,000,000	14/08/2019	12/02/2020	182	2.53%	1.65%	\$10,000,000
						<u>15.18%</u>		
Illawarra Mutual Building Society	A2	\$5,000,000	3/04/2019	02/10/2019	182	1.27%	2.50%	\$5,000,000
Illawarra Mutual Building Society	A2	\$5,000,000	9/05/2019	06/11/2019	181	1.27%	2.35%	\$5,000,000
Illawarra Mutual Building Society	A2	\$5,000,000	30/05/2019	25/09/2019	118	1.27%	2.20%	\$5,000,000
Illawarra Mutual Building Society	A2	\$5,000,000	6/06/2019	04/09/2019	90	1.26%	2.15%	\$5,000,000
Illawarra Mutual Building Society	A2	\$5,000,000	6/06/2019	11/09/2019	97	1.27%	2.15%	\$5,000,000
Illawarra Mutual Building Society	A2	\$5,000,000	21/08/2019	20/11/2019	91	1.26%	1.65%	\$5,000,000
Illawarra Mutual Building Society	A2	\$10,000,000	28/08/2019	04/12/2019	98	2.53%	1.65%	\$10,000,000
Illawarra Mutual Building Society	A2	\$5,000,000	29/08/2019	27/11/2019	90	1.26%	1.65%	\$5,000,000
						<u>11.39%</u>		
Newcastle Perm Build Society	A2	\$6,000,000	31/01/2019	30/10/2019	272	1.52%	2.50%	\$6,000,000
						<u>1.52%</u>		
ME Bank	A2	\$5,000,000	06/02/2019	16/10/2019	252	1.26%	2.70%	\$5,000,000
ME Bank	A2	\$5,000,000	27/02/2019	27/11/2019	273	1.27%	2.65%	\$5,000,000
ME Bank	A2	\$5,000,000	15/03/2019	11/12/2019	271	1.26%	2.60%	\$5,000,000
ME Bank	A2	\$5,000,000	23/05/2019	25/09/2019	125	1.27%	2.32%	\$5,000,000
ME Bank	A2	\$5,000,000	14/06/2019	23/10/2019	131	1.26%	2.12%	\$5,000,000
ME Bank	A2	\$5,000,000	24/07/2019	19/02/2020	210	1.27%	1.85%	\$5,000,000
ME Bank	A2	\$5,000,000	31/07/2019	04/12/2019	126	1.26%	1.80%	\$5,000,000
ME Bank	A2	\$5,000,000	01/08/2019	04/12/2019	125	1.27%	1.80%	\$5,000,000
ME Bank	A2	\$5,000,000	07/08/2019	11/12/2019	126	1.26%	1.80%	\$5,000,000
ME Bank	A2	\$5,000,000	14/08/2019	15/01/2020	154	1.27%	1.75%	\$5,000,000
ME Bank	A2	\$10,000,000	22/08/2019	22/01/2020	153	2.53%	1.65%	\$10,000,000
						<u>15.18%</u>		
Westpac	AA-	\$5,000,000	10/09/2018	10/09/2019	365	1.27%	2.68%	\$5,000,000
Westpac	AA-	\$5,000,000	09/11/2018	06/11/2019	362	1.27%	2.76%	\$5,000,000
Westpac	AA-	\$5,000,000	28/11/2018	28/11/2019	365	1.27%	2.73%	\$5,000,000
Westpac	AA-	\$5,000,000	03/12/2018	03/12/2019	365	1.27%	2.73%	\$5,000,000
Westpac	AA-	\$5,000,000	02/01/2019	08/01/2020	371	1.27%	2.70%	\$5,000,000
Westpac	AA-	\$5,000,000	11/02/2019	11/02/2020	365	1.27%	1.73%	\$5,000,000
Westpac	AA-	\$5,000,000	04/03/2019	04/03/2020	366	1.26%	2.65%	\$5,000,000
Westpac	AA-	\$10,000,000	07/03/2019	11/03/2020	370	2.53%	2.60%	\$10,000,000
Westpac	AA-	\$5,000,000	28/03/2019	25/03/2020	363	1.26%	2.02%	\$5,000,000
Westpac	AA-	\$5,000,000	06/06/2019	04/06/2020	364	1.26%	2.10%	\$5,000,000
Westpac	AA-	\$10,000,000	31/07/2019	29/07/2020	364	2.53%	1.70%	\$10,000,000
Westpac	AA-	\$5,000,000	09/08/2019	06/08/2020	363	1.26%	1.61%	\$5,000,000
Westpac	AA-	\$5,000,000	29/08/2019	27/08/2020	364	1.26%	1.57%	\$5,000,000
						<u>18.98%</u>		
AMP Bank	A1	\$5,000,000	21/02/2019	20/11/2019	272	1.27%	2.80%	\$5,000,000
AMP Bank	A1	\$3,000,000	12/06/2019	11/12/2019	182	0.75%	2.40%	\$3,000,000
						<u>2.02%</u>		

Schedule of Investments cont'd								
National Australia Bank	A1	\$5,000,000	04/09/2018	04/09/2019	365	1.26%	2.65%	\$5,000,000
National Australia Bank	A1	\$5,000,000	09/01/2019	09/10/2019	273	1.27%	2.67%	\$5,000,000
National Australia Bank	A1	\$10,000,000	06/02/2019	06/11/2019	273	2.54%	2.67%	\$10,000,000
National Australia Bank	A1	\$5,000,000	19/03/2019	18/12/2019	274	1.27%	2.48%	\$5,000,000
National Australia Bank	A1	\$5,000,000	24/04/2019	22/01/2020	273	1.27%	2.39%	\$5,000,000
National Australia Bank	A1	\$5,000,000	08/05/2019	13/11/2019	189	1.27%	2.30%	\$5,000,000
National Australia Bank	A1	\$5,000,000	30/05/2019	27/11/2019	181	1.26%	2.17%	\$5,000,000
National Australia Bank	A1	\$6,000,000	12/06/2019	23/10/2019	133	1.51%	2.05%	\$6,000,000
National Australia Bank	A1	\$5,000,000	19/06/2019	18/12/2019	182	1.26%	2.00%	\$5,000,000
National Australia Bank	A1	\$5,000,000	20/06/2019	23/10/2019	125	1.26%	2.00%	\$5,000,000
National Australia Bank	A1	\$5,000,000	17/07/2019	29/01/2020	196	1.26%	1.88%	\$5,000,000
NAB- Suncorp FRN	A+	\$2,000,000	12/04/2016	12/04/2021	1826	0.51%	2.51%	\$2,033,393
						15.94%		
ING Direct	A	\$4,000,000	31/08/2017	04/09/2019	734	1.00%	2.75%	\$4,000,000
ING Direct	A	\$3,000,000	12/09/2017	12/09/2019	730	0.76%	2.75%	\$3,000,000
ING Direct	A	\$3,000,000	13/09/2017	18/09/2019	735	0.76%	2.75%	\$3,000,000
ING Direct	A	\$2,000,000	15/09/2017	25/09/2019	740	0.51%	2.75%	\$2,000,000
ING Direct	A	\$1,000,000	06/06/2018	06/12/2019	548	0.25%	2.80%	\$1,000,000
ING Direct	A	\$2,000,000	24/07/2018	04/09/2019	407	0.51%	2.53%	\$2,000,000
ING Direct	A	\$5,000,000	18/12/2018	24/06/2020	554	1.27%	2.70%	\$5,000,000
						5.06%		
Direct Investments (Floating Rate & Fixed Rate Term Deposits -TDs)								
CBA- Bank of QLD FRN	A-	\$2,000,000	26/02/2016	06/11/2019	1349	0.51%	2.06%	\$2,005,280
CBA- Bendigo & Adelaide FRN	A-	\$2,000,000	26/02/2016	18/08/2020	1635	0.51%	2.07%	\$2,013,380
CBA - Rabobank FRN	A+	\$2,000,000	04/03/2016	04/03/2021	1826	0.51%	2.89%	\$2,031,400
CBA- Bank of QLD FRN	BBB+	\$1,000,000	18/05/2016	18/05/2021	1826	0.24%	2.45%	\$1,014,600
CBA FRN	AA-	\$2,000,000	12/07/2016	12/07/2021	1826	0.51%	2.34%	\$2,034,940
CBA- Bendigo & Adelaide FRN	A-	\$2,000,000	09/08/2016	17/09/2019	1134	0.51%	2.23%	\$2,010,160
CBA- Bendigo & Adelaide FRN	A-	\$2,000,000	21/11/2016	21/02/2020	1187	0.51%	2.08%	\$2,007,760
CBA FRN	AA-	\$3,000,000	17/01/2017	17/01/2022	1826	0.75%	2.23%	\$3,052,470
CBA- Greater Bank FRN	BBB-	\$4,000,000	24/02/2017	24/02/2020	1095	1.00%	2.41%	\$4,013,100
CBA- Rabobank FRN	A+	\$2,000,000	03/03/2017	03/03/2022	1826	0.51%	2.48%	\$2,027,500
CBA- Credit Union Australia FRN	BBB+	\$2,750,000	20/03/2017	20/03/2020	1096	0.70%	2.55%	\$2,778,105
CBA- Greater Bank FRN	BBB-	\$2,000,000	25/03/2017	29/05/2020	1161	0.51%	2.37%	\$2,007,110
CBA- ME Bank FRN	BBB+	\$3,000,000	06/04/2017	06/04/2020	1096	0.75%	2.38%	\$3,022,560
CBA- Greater Bank FRN	BBB-	\$1,000,000	04/08/2017	29/05/2020	1029	0.24%	2.37%	\$1,003,555
CBA- AMP FRN	A	\$2,000,000	06/10/2017	06/10/2020	1096	0.51%	1.88%	\$1,998,460
CBA - Heritage Bank FRN	BBB+	\$2,000,000	27/11/2017	04/05/2020	889	0.51%	2.29%	\$2,014,860
CBA - Newcastle Perm Build Soc FRN	BBB	\$2,000,000	29/11/2017	07/04/2020	860	0.51%	2.48%	\$2,017,620
ANZ - Heritage Bank FRN	BBB+	\$1,450,000	04/05/2017	04/05/2020	1096	0.36%	2.31%	\$1,459,882
Bendigo Adelaide Bank Fixed TD	BBB	\$5,000,000	01/03/2019	04/09/2019	187	1.27%	2.60%	\$5,000,000
Bendigo Adelaide Bank Fixed TD	BBB	\$5,000,000	18/04/2019	16/10/2019	181	1.27%	2.40%	\$5,000,000
Bendigo Adelaide Bank Fixed TD	BBB	\$5,000,000	23/05/2019	20/11/2019	181	1.27%	2.25%	\$5,000,000
Bendigo Adelaide Bank Fixed TD	BBB	\$5,000,000	28/08/2019	27/05/2020	273	1.27%	1.60%	\$5,000,000
						14.73%		
FTD= Floating Rate Deposit FRN= Floating Rate Note								
Unlisted Community Bank Shares								
NRMA/IAG Shares	Unrated	\$7,552				0.01%		
Bendigo Bank	A2	\$5,000				0.00%		
Total Investments		\$395,212,552				100.00%		
Operating Accounts		\$3,441,853						
Cash Deposit Accounts		\$22,835,250						
AMP 31 Day Notice Account		\$10,667,745						
Total Investments and Cash		\$432,157,400						
Investment and Cash Flows for Bayside Council:								
	Jul-19	Aug-19	Total Net Movement					
Total Investments	\$375,212,552	\$395,212,552	\$20,000,000					
Operating Accounts	\$535,728	\$3,441,853	\$2,906,125					
Cash/Short Term Money Market	\$21,199,129	\$22,835,250	\$1,636,121					
AMP 31 Day Notice Account	\$10,650,806	\$10,667,745	\$16,939					
TOTAL Investments and Cash:	\$407,598,215	\$432,157,400	\$24,559,185					
NOTE: In accordance with current accounting standards Council is required to obtain market values on its investments and hence the inclusion in the above table. It is important to note that Council does not hold any CDOs which have adversely affected many councils in NSW.								
I hereby certify in accordance with Clause 212 of the Local Government (General) Regulation 2005 that the above investments have been made in accordance with Section 625 of the Local Government Act 1993, and Council's investment policies.								
MATTHEW WALKER RESPONSIBLE ACCOUNTING OFFICER								

Investment Translation

The following investment information is provided as translation of what the types of investments are:

- * A Term Deposit is a short term deposit held at a financial institution for a fixed term and attracts interest at the prevailing market rate.
- * A Bank Bill is a short term investment issued by a bank representing its promise to pay a specific sum to the bearer on settlement. The amount payable to Council at maturity is the face value which represents the purchase price and interest earned.
- * A Floating Rate Note is a longer term investment issued by a financial institution with a variable interest rate. The adjustments to the interest rate are usually made every three months are tied to a certain money-market index such as the Bank Bill Swap Rate (BBSW).
- * A CDO (Collateralised Debt Obligation) is an investment backed by a diversified pool of one or more classes of debt. These investments are for longer terms and offer a higher rate of interest. Council does not invest in CDOs.
- * A Capital Guaranteed Note is a longer term investment issued by a financial institution with a fixed coupon that is paid contingent on the performance of the underlying investments, being equities, property bonds etc. In addition, this form of investment also can attract capital growth. The issuer of the note has provided a guarantee that the capital is guaranteed at maturity.
- * A Floating Term Deposit and Variable Rate Deposits are exactly the same as term deposits except they automatically roll over (reinvest) at the end of the 90-day period for up to 2 years.
- * Money Market Call Account refers to funds held at a financial institution and can be recalled by Council either same day or overnight.
- * Unlisted Community Bank Shares refer to bank shares not listed on the Australian Stock Exchange. The local community owns and operates the Bendigo Bank branch which assists the bank in providing banking infrastructure and community support.

Credit Ratings

- * AAA - Extremely strong capacity to meet financial commitments (highest rating).
- * AA - Very strong capacity to meet financial commitments.
- * A - Strong capacity to meet financial commitments, but somewhat more susceptible to adverse economic conditions and changes in circumstances.
- * BBB - Adequate capacity to meet financial commitments with adverse economic conditions or changing circumstances more likely to lead to a weakened capacity of the obligor to meet its financial commitments.
- * BB - Less vulnerable in the near term, but faces uncertainties and exposures to adverse business, financial and economic conditions.
- * B - More vulnerable to non-payment than obligations rated 'BB', but the obligor has the capacity to meet its financial commitment on the obligation.
- * CCC - Currently vulnerable, dependent upon favourable business, financial and economic conditions to meet its financial commitments.
- * CC - Currently highly vulnerable.
- * C - Highly likely to default.

Financial Implications

- | | |
|--------------------------------------|-------------------------------------|
| Not applicable | <input checked="" type="checkbox"/> |
| Included in existing approved budget | <input type="checkbox"/> |
| Additional funds required | <input type="checkbox"/> |

Community Engagement

Not applicable

Attachments

Nil

Council Meeting

9/10/2019

Item No 8.11
Subject **Dogs Off-Leash Exercise Areas - Petition**
Report by Michael Mamo, Director City Performance
File F12/508

Summary

Council has received an online petition seeking Council to make available parks at off peak hours and appropriate times as “off leash” dog exercise areas.

Officer Recommendation

That the petition to increase “off-leash” dog exercise areas in the local government area be referred to the Sport & Recreation Advisory Committee for consideration.

Background

Council has a number “off- leash” dog exercise areas in response to the requirements of the Companion Animals Act 1998 which requires each Local Government Area to have at least one formal off-leash dog exercise area.

The online petition which can be viewed at <https://www.change.org/p/bill-saravinovski-bayside-nsw-gov-au-allow-dogs-to-be-off-leash-at-quiet-times-when-children-are-not-around> seeks amongst other things to increase “off-leash” exercise to relevant parks areas between 6pm and 8am and/or when there are no children in the park.

It is appropriate to refer the matter to the Sport & Recreation Advisory Committee for consideration.

Financial Implications

Not applicable	<input checked="" type="checkbox"/>
Included in existing approved budget	<input type="checkbox"/>
Additional funds required	<input type="checkbox"/>

Community Engagement

Not Applicable

Attachments

Nil

Council Meeting

9/10/2019

Item No	9.1
Subject	Minutes of the Bayside Traffic Committee Meeting - 2 October 2019
Report by	Michael McCabe, Director City Futures
File	SF18/3020

Officer Recommendation

That the Minutes of the Bayside Traffic Committee meeting held on 4 September 2019 be received and the recommendations therein be adopted.

Present

Councillor Ed McDougall (Convenor),
Sergeant Sandra Dodd, St George Police Area Command Traffic,
Constable Alexander Weissel, South Sydney Police Area Command Senior,
Acting Sergeant Traffic Supervisor Corinne Dawes, Eastern Beaches Police Area Command
Les Crompton, representing State Member for Kogarah,
George Perivolarellis, representing State Members for Rockdale and Heffron,

Also present

Maritza Abra, Acting Manager City Infrastructure, Bayside Council,
Lyn Moore, NSW Pedestrian Council,
Colin Drever, St George Bicycle User Group,
Rabih Bekdache, Transit Systems,
Glen McKeachie, Coordinator Regulations, Bayside Council,
David Carroll, Senior Parking Patrol Officer, Bayside Council,
Malik Almuhanha, Acting Coordinator Traffic and Road Safety, Bayside Council,
Robbie Allen, Transport Planner, Bayside Council,
Colin Mable, Executive Engineer, Bayside Council, (Item BTC19.180, Construction of
Galloway Street, Mascot)
Kylie Gale, Coordinator Events, (Item BTC19.184, New Year's Eve 2019 – Fireworks
Display)
Pat Hill, Traffic Committee Administrative Officer, Bayside Council,

The Convenor opened the meeting in the Rockdale Town Hall, Pindari Room at 9:23 am and affirmed that Bayside Council respects the traditional custodians of the land, elders past, present and emerging, on which this meeting takes place, and acknowledges the Gadigal and Bidjigal Clans of the Eora Nation.

1 Apologies

The following apologies were received:

James Suprain, representing Roads and Maritime Services,
Agasteena Patel, Coordinator Traffic & Road Safety, Bayside Council.

2 Disclosures of Interest

There were no disclosures of interest.

3 Minutes of Previous Meetings

BTC19.173 Minutes of the Bayside Traffic Committee Meeting - 4 September 2019

Committee Recommendation

That the Minutes of the Bayside Traffic Committee meeting held on 4 September 2019 be confirmed as a true record of proceedings.

4 Reports

BTC19.174 Bay Street and Daniel Street, Botany - Upgrade of the intersection under Safer Local Government Roads program funded by Roads and Maritime Services

Committee Recommendation

- 1 That raised median islands be constructed on both approaches in Daniel Street, with appropriate signage and linemarking.
- 2 That the existing islands in Bay Street be changed, as per the attached design, to create a safer transition through the intersection.
- 3 That the associated signs and lines be installed in Bay Street and Daniel Street and redundant signs and line-marking be removed.

BTC19.175 Beaconsfield Street between Queen Victoria Street and Seaforth Street, Bexley - Proposed Traffic Calming Scheme

Committee Recommendation

- 1 That the proposed traffic calming scheme in Beaconsfield Street, between Queen Victoria Street and Seaforth Street, Bexley, be approved, subject to funding availability.
- 2 That a detailed design be submitted to Bayside Traffic Committee for endorsement in future.

BTC19.176 Bidjigal Road, Arncliffe - Proposed 'Works Zone' for 13 weeks for Bonar Street Stormwater drainage upgrade works**Committee Recommendation**

- 1 That the approval be given for the installation of 40m of 'Works Zone, 7 am – 6 pm, Mon – Fri' restriction along the southern and western kerb line at the end of Bidjigal Road, Arncliffe for the duration of 13 weeks, starting from 4 November, 2019 subject to relevant conditions.
- 2 That the residents be informed via letter box drop about the temporary changes to parking restrictions in the area by the Project team.

BTC19.177 Caledonian Street between Queen Victoria Street and Dunmore Street North, Bexley - Proposed Traffic Calming Scheme**Committee Recommendation**

- 1 That the proposed traffic calming scheme in Caledonian Street, between Queen Victoria Street and Dunmore Street North, Bexley, be supported, subject to funding availability.
- 2 That a detailed design be submitted to Bayside Traffic Committee for endorsement in future.

BTC19.178 Chant Avenue between Towner Gardens and Monash Gardens, Pagewood - Proposed 'No Parking' along the northern kerblines**Committee Recommendation**

That approval be given to the installation of 87m 'No Parking' restriction along the northern kerblines of Chant Avenue between Towner Gardens and Monash Gardens, Pagewood.

BTC19.179 Fraser Avenue and Boonah Avenue, Eastgardens - Resident Parking Scheme**Committee Recommendation**

That the existing traffic and parking conditions be retained in Fraser Avenue and Boonah Avenue, Eastgardens.

The table below was included as a request by the Convenor.

	Phase 1 Consultation May 2019	Phase 2 Consultation Aug 2019
FOR Resident Parking Scheme	20	16
AGAINST Resident Parking Scheme	6	28
Retain existing conditions	6	26
One way Street	9	NA (not considered by Council due to lack of support in the first consultation)
Total responses out of 90 households consulted	35	44

In Phase 2 Consultation when the residents were informed of the eligibility criteria, the majority of residents opposed the introduction of a resident parking scheme in the area considering they would be worse-off on account of the proposal. This is because timed parking restrictions will be introduced and residents will not be eligible for parking permits.

Residents were further asked about their preference for parking restrictions if the resident parking scheme was not implemented. The majority preferred that existing conditions be retained.

Given the lack of support from residents (17% of households in favour) for the proposal, it is recommended that existing conditions be retained.

BTC19.180 Construction of Galloway Street, Mascot

Committee Recommendation

- 1 That the Traffic Committee note the status of the construction of Galloway Street.
- 2 That the Traffic Committee endorse the implementation of signage in Galloway Street to maintain a Two Way traffic flow in Galloway Street with a short section of 40m as One Way section (westbound direction) close to Bourke Street end.
- 3 That this arrangement be reviewed once the final section of Galloway Street at Bourke Street is constructed and a full 2 Way Street can be implemented for this new road.

BTC19.181 Kimpton Street, Banksia number 22 - Proposed '1P 8:30 am - 6 pm'

Committee Recommendation

That approval be given for the installation of 6m '1P 8:30 am - 6:00 pm' parking restrictions outside 22 Kimpton Street, Banksia.

BTC19.182 Lord Street, outside Rockdale Public School, Rockdale - Proposed new driveway and parking rearrangement**Committee Recommendation**

- 1 That the existing '*No Parking, 8:30 am – 9:30 am, and 2:30 pm - 3:30 pm, School days*' restriction be reduced in length by 5m along the southern kerb line of Lord Street between Cameron Street and George Street, Rockdale, along the frontage of Rockdale Public School.
- 2 That the new driveway be signposted with 'No Parking' restriction to allow pick up and drop off activities.
- 3 That the existing '*Bus Zone, 8:30 am – 9:30 am, and 2:30 pm - 4 pm, School days*' restriction be retained.

BTC19.183 Margate Street Local Area Traffic Management Study**Committee Recommendation**

- 1 That the results of the Margate Street Local Area Traffic Management Study be received and noted.
- 2 That the highest priority traffic facilities (1-4) are consulted upon with the broader community following detail design, planned for the financial year 2020/2021.
- 3 That the outcomes of the community engagement and resulting designs are brought back to the Bayside Traffic Committee for consideration. Noting that any implementation budget is to be drawn from the balance of funding associated with the Voluntary Planning Agreement for the Darrell Lea Site in Margate Street and Clarkes Road.

BTC19.184 New Year's Eve 2019 - Fireworks Display - Traffic Management Plan and Traffic Control Plan**Committee Recommendation**

- 1 That the committee note and endorse the report.
- 2 That all relevant agencies not present at the meeting be notified.

BTC19.185 13-15 Rye Avenue, Bexley - Proposed Works Zone**Committee Recommendation**

That the approval be given to the installation of a 21m of 'Works Zone, 7 am – 6:30 pm, Mon – Fri - and 8 am – 3:30 pm Sat' restriction outside 13-15 Rye Avenue, North of Stoney Creek Road, for the duration of 17 weeks, subject to relevant conditions.

BTC19.186 10-12 Sarah Street, Mascot - Proposed works zone**Committee Recommendation**

That the approval be given to the installation of 19m of 'Works Zone, 7 am – 6:30 pm, Mon – Fri - and 8 am – 3:30 pm Sat' restriction along the southern side fronting number 10-12 Sarah Street, for the duration of 19 weeks, subject to relevant conditions.

BTC19.187 Referrals from Anti-Hooning Taskforce**Committee Recommendation**

The Anti-Hooning Taskforce has not referred any matters for consideration of the Bayside Traffic Committee.

BTC19.188 Matters referred to the Bayside Traffic Committee by the Chair**Committee Recommendation**

There were no items raised.

BTC19.189 General Business

The representative for Member for Kogarah raised the following item.

Subject: That Council liaises with Georges River Council and the RMS to consider whether Croydon Road can be reduced to 50km/h zone in the context of children's safety given that there are a number of schools in the area.

The Convenor closed the meeting at 10.03am.

Attachments

Nil