

## ORDINARY MEETING

Notice is hereby given that a meeting of the Council of Burwood will be held in the Conference Room, 2 Conder Street, Burwood on Tuesday 13 August 2024 at 6:00 PM to consider the matters contained in the attached Agenda.

The public gallery will be open for those wishing to observe the meeting. In addition, an opportunity to observe the meeting via audio visual link will also be made available.

### **Public Forum**

A public forum will be held at 6:00pm, prior to the commencement of the meeting, to allow members of the public to make oral submissions about an item on the Agenda for the meeting. The opportunity will also be provided to speak via audio visual link.

Anyone wishing to address Council during the public forum will need to register by 2:00pm on the day of the meeting. A person wishing to speak must indicate the item of business on the Agenda they wish to speak on and whether they wish to speak 'for' or 'against' the item. Registrations to speak can be lodged on [Council's website](#).

The Council Meeting will commence immediately after the conclusion of the Public Forum.

Tommaso Briscese  
**General Manager**

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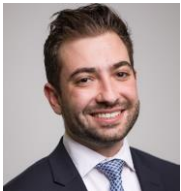
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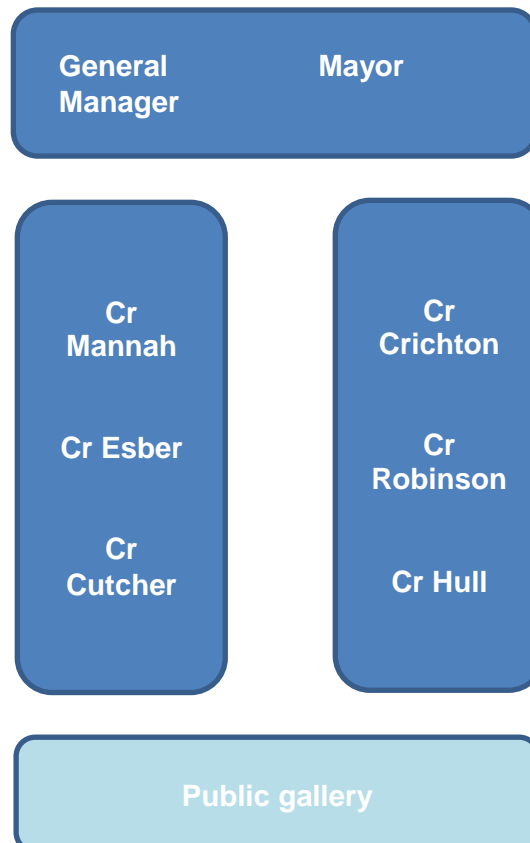


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## Council meeting room





# Agenda

**For an Ordinary Meeting of Burwood Council to be held in the Conference Room, Level 1, 2 Conder Street, Burwood on Tuesday 13 August 2024 immediately after the Public Forum commencing at 6.00pm.**

## **1. Prayer**

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

## **2. Acknowledgement of Country**

## **3. Statement of Ethical Obligations**

## **4. Recording of Meeting**

## **5. Apologies**

## **6. Declarations of Interest**

## **7. Declaration of Political Donations**

## **8. Confirmation of Minutes**

*Minutes of the Council Meeting held on Wednesday, 24 July 2024, copies of which were previously circulated to all councillors be hereby confirmed as a true and correct record.*

## **9. Mayoral Minutes**

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## **12. Confidential Items**

(Item MM8/24)	General Manager's Performance Review
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*That above item be considered in Closed Session to the exclusion of the press and public in accordance with Section 10A(2) (a) of the Local Government Act, 1993, as the matter involves personnel matters concerning particular individuals.*

(Item 50/24)	Outcome of Recycling Processing Direct Negotiation
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*That above item be considered in Closed Session to the exclusion of the press and public in accordance with Section 10A(2) (c) of the Local Government Act, 1993, as the matter involves information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.*

(Item 51/24)	Appointments to Audit, Risk and Improvement Committee
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*That above item be considered in Closed Session to the exclusion of the press and public in accordance with Section 10A(2) (a) of the Local Government Act, 1993, as the matter involves personnel matters concerning particular individuals.*

## **13. Conclusion of the Meeting**

## Mayoral Minutes

### **(Item MM5/24) Review of street lighting at pedestrian crossings**

File No: 24/30352

Mayoral Minute by Cr John Faker (Mayor)

#### **Summary**

It is proposed to undertake a comprehensive review of street lighting at all pedestrian crossings within the Burwood Council area to ensure compliance with Australian Standards.

#### **Operational Plan Objective**

C.4.1 Plan and manage transport infrastructure to meet current and future community needs

#### **Background**

Pedestrian safety is a paramount concern for Burwood Council. Adequate lighting at pedestrian crossings is essential to ensure the safety and visibility of pedestrians, especially during evening and night hours. Ensuring that all pedestrian crossings meet Australian standards for lighting is critical in our ongoing efforts to enhance street safety and amenity.

A comprehensive review of the existing street lighting at all pedestrian crossings within the Burwood Council area is necessary. This review will help identify any pedestrian crossings that do not meet the Australian Standards for lighting.

To conduct this review effectively, it is proposed that we work with SSROC, who have engaged consultants that can work with Council to undertake audits and prepare lighting designs to ensure compliance. Once completed these designs can be sent to Ausgrid to undertake the required upgrades or electrical designs required.

#### **I therefore move that:**

1. Council endorse the proposal to conduct a review of street lighting at all pedestrian crossings to ensure compliance with Australian Standards.
2. Council partner with SSROC to engage a qualified lighting consultant to carry out the audit, providing a detailed report on the current compliance status, prepare lighting designs and any detail other recommendations for improvements.

#### **Attachments**

There are no attachments for this report.

## **(Item MM6/24) Future-Proofing Parramatta Road: Leveraging Light Rail to Create Great Places for Our Community**

File No: 24/30571

Mayoral Minute by Cr John Faker (Mayor)

### **Summary**

This Mayoral Minute calls for decisive action and collaborative efforts to realise our ambitious vision for Parramatta Road, emphasising the role of Light Rail in revitalising this key corridor.

### **Background**

For nearly a century, proposals and advocacy efforts have aimed to reclaim Parramatta Road, yet it remains one of Sydney's least favourite thoroughfares.

With the opening of WestConnex, the upcoming Burwood North Metro Station, and increased capacity on the T1 Western Line, the opportunity to prioritise Parramatta Road for Light Rail and active transport has never been greater.

These developments offer a unique opportunity to revitalise Parramatta Road into a vibrant high street, enhancing connectivity and creating new housing opportunities along the corridor.

### **Light Rail as the Catalyst**

The increased capacity for travel on adjacent routes to Parramatta Road provides a unique opportunity to prioritise the main street for Light Rail, active transport, and improved North-South connectivity.

The implementation of Light Rail could unlock tens of thousands of new homes, mirroring the successful transformation of George Street in Sydney's CBD. This pedestrian-friendly, tree-lined boulevard has proven to boost economic and social benefits, and Parramatta Road is poised to follow suit. Preliminary analysis suggests that introducing light rail along Parramatta Road could create capacity for an additional 32,000 dwellings in the corridor between Central and Burwood alone.

### **Collaborative Efforts and Advocacy**

I recently spoke at the Parramatta Road Summit hosted by Committee for Sydney alongside the Hon. John Graham, Lord Mayor Clover Moore, and Inner West Mayor Darcy Byrne. This, along with my discussion with Tim Webster on ABC Sydney Radio about the crucial role of Light Rail in our vision for this corridor, underscores that the time for action is now.

Building on this momentum, we, alongside more than 20 key organisations, councils and other institutions have co-signed an open letter to the Premier of NSW, calling for the State Government to investigate the opportunity for Light Rail along Parramatta Road from Burwood to Green Square via Central Station.

But our advocacy won't stop there. We must also seek a meeting with the Premier, inviting him to visit Burwood to witness the current challenges and future opportunities present at this critical gateway to our city.

### **A Call to Action**

By embracing Light Rail and smart urban planning, we can transform Parramatta Road into a thriving, accessible, and sustainable corridor. This is not just about improving transport; it's about uplifting housing, spurring economic opportunity and innovation, sustaining the 24-hour economy, and reclaiming Parramatta Road as a high street that benefits the entire community.

We must play an active role in supporting this critical place-making project and commit to progress planning and community engagement as soon as possible. The time is now.

### **Operational Plan Objective**

C.4 Sustainable, integrated transport infrastructure and networks support population growth and improve liveability and productivity.

P.12 An urban environment that maintains and enhances our sense of identity and place.

P.13 Develop and implement planning policies to enhance and promote design excellence.

### **Recommendations**

#### **I therefore move that:**

1. Council collaborate with the City of Sydney, Inner West, and Canada Bay Councils to develop a master plan for Parramatta Road, focusing on creating cohesive and comprehensive precincts centred around the Light Rail.
2. Any planning decision our Council makes affecting Parramatta Road takes into account the opportunity and the requirements for possible future Light Rail infrastructure.
3. The Mayor writes to the NSW Premier, Minister for Planning and Public Spaces and Minister for Transport inviting them to visit Burwood to showcase future opportunities along the Parramatta Road corridor.

### **Attachments**

There are no attachments for this report.

## **(Item MM7/24) Council's Commitment to Bridging the NSW Skills Shortage**

File No: 24/31230

Mayoral Minute by Cr John Faker (Mayor)

### **Summary**

The NSW Government have recently announced \$252 million to fund 1,300 apprentices and trainees across Councils under the *Bridging the NSW Skills Shortage* program.

I encourage Council to commend the United Services Union (USU) and the NSW Government for their ongoing advocacy efforts on this program, and seek Council's commitment to fully participate in the initiative.

### **Operational Plan Objective**

P.55 – Maintain a high quality workforce that is committed to delivering on our community's and Council's vision and goals.

### **Background**

The NSW Government have recently announced \$252 million to fund 1,300 apprentices and trainees across Councils under the *Bridging the NSW Skills Shortage* program.

I welcome the Government's decisive commitment to inject much needed funds to fill significant skills shortages across various roles that provide critical services to our communities.

The announcement comes following extensive advocacy by the United Services Union (USU) on behalf of all Councils in NSW, in consultation with industry parties including Local Government NSW, the Office of Local Government, Local Government Engineers Association (LGEA) and The Development and Environmental Professionals' Association (DEPA), appealing to the State Government for much needed resources to support our future workforce.

As a result of this initiative, young people across NSW could soon commence their first job in local government and hopefully be part of a pipeline of talent that will stay and operate within our industry into the future.

This is particularly valuable in Burwood as our community is made up of predominantly young people aged 18 to 24. Burwood has long attracted young talent in search of employment and training opportunities due to its vibrancy, diversity of industry and accessible transportation networks.

At Council, we are already supporting apprentices, cadets, and students across multiple divisions including Operations, City Planning and Community Safety. The State Government's announcement aligns perfectly with our ongoing efforts to develop a skilled and resilient workforce that meets the diverse needs of our growing community. By leveraging this funding opportunity, we will futureproof our workforce, ensuring we can continue to provide the high-quality services our community relies on.

This funding will allow us to offer more opportunities for job seekers to gain valuable experience and build their careers with Burwood Council. Once further information is made available, I encourage Council to actively engage with the State Government and the USU on this exciting opportunity.

By investing in our future workforce, we ensure that Burwood remains a vibrant, well-serviced, and forward-thinking community.

**I therefore move that:**

1. The Mayor writes to Mr Graeme Kelly OAM, General Secretary of the United Services Union to commend him and his team for their dedication and commitment to supporting NSW Councils' future workforce.
2. The Mayor writes to the NSW Premier expressing gratitude and support for the NSW Government's decision to fund the *Bridging the NSW Skills Shortages* program.
3. That the General Manager further investigate this initiative to ensure that Council maximises the opportunity to seek funding in order to address local skill shortages.

**Attachments**

There are no attachments for this report.

## Reports to Council

### (Item 41/24) Half Yearly Report - January to June 2024

File No: 24/27317

Report by Director People & Performance

#### **Summary**

A report on the progress of Council's Delivery Program 2022 – 2026 is to be presented to Council on a half-yearly basis in accordance with legislative requirements of the State Government's Integrated Planning and Reporting (IP&R) Framework.

#### **Operational Plan Objective**

C.11.1 – Conduct Council business with transparency, accountability, compliance and probity that ensures community confidence in decision making.

P.43 – Plan, monitor and report on the delivery of services and initiatives in accordance with the Integrated Planning and Reporting Framework under the Local Government Act.

104 – Undertake corporate planning and reporting.

#### **Background**

Council's Integrated Planning & Reporting (IP&R) documentation reports information in a transparent and streamlined process to provide easy access to information for residents.

Reflecting the IP&R Framework, reporting follows the structure of the Delivery Program 2022 – 2026 and Operational Plan 2023 – 2024, which delivers upon the strategic goals identified by the community in the Burwood2036 Community Strategic Plan.

This Half-Yearly Report is the final report for the Operational Plan 2023 – 2024 covering the period from 1 January 2024 to 30 June 2024.

The strategic goals are divided into five themes:

- Inclusive community and culture
- Places for people
- Sustainable and protected environment
- Vibrant city and villages
- Open and collaborative leadership

Each strategic goal is divided into actions which represent the specific initiatives Council proposes to implement to achieve the identified targets. The Delivery Program includes a total of 135 actions which are incorporated into the Operational Plan.

#### **Reporting Structure**

Key users are required to provide a rating status and comment for each strategic action they are responsible for as follows:

<b>Completed</b>	An action has been completed during the reporting period.
<b>On Track</b>	The action is on track for completion as scheduled.
<b>Not Due to Start</b>	The action is not due to start during the reporting period.
<b>Monitor</b>	The action is underway, but may not be completed in time or it has been postponed.



These requirements support and promote a continuous risk evaluation process for staff and management which allows the identification of risks and opportunities at an early stage in the delivery of activities/projects.

### Measuring our Success

For the period 1 January 2024 to 30 June 2024, Council has registered the following progress:

Status	Number
Completed	70
On Track	57
Not Due to Start	2
Monitor	6
<b>Total</b>	<b>135</b>

Some significant milestones during this timeframe include:

- Celebrating 150 Years of Burwood including the publication of the Burwood Pictorial History, the official opening of the Burwood Park Pond, Nature Play, Sensory Garden and Burwood Nest and the Burwood Street Party.
- The Burwood North Masterplan was endorsed by Council in May 2024.
- The planning for the new home for Arts and Culture in Burwood (Urban Park, Arts & Cultural Centre) continued with 70% of detailed design being completed.
- The development and implementation of the four-year Youth Action Plan which was recognised as a 'Finalist' at the Local Government Excellence Awards.
- The Mayor's Business Commendation Awards recognised 16 Burwood businesses across five categories.
- The Multicultural Burwood Strategy 2024 – 2028 was developed and adopted with Year One actions underway.
- Work commenced on Council's Reconciliation Action Plan.
- \$55,000 was awarded to 12 organisations under Council's Community Grants Program.
- 98 new citizens were welcomed to Burwood at two citizenship ceremonies.
- The success of the Burwood Art Prize continued with nearly 300 entries and 96 finalists having artworks displayed in the Burwood Library and Community Hub; the largest pool to date.
- Our Citizens of the Year across four categories were recognised at a ceremony held on Australia Day.
- The Volunteer Recognition Awards were held in May 2024 to recognise the outstanding work of our volunteers with 21 nominations.
- Council's inaugural Customer Experience Strategy 2024-2027 was adopted and was a 'Finalist' at the Local Government Excellence Awards in May 2024.
- An expanded Community Safety Expo was held in Burwood Park in March 2024.
- Approximately 2,300 families visited the Mobile Play Van and services expanded beyond the 'play' component with families having additional services available such as access to regular service support from Centrelink.
- Planning for the delivery of the 11 transformative Western Sydney Infrastructure Grant Program projects continued.
- The Enfield Aquatic Centre (EAC) had 152,710 visitors for the year, surpassing its goal of 100,000 and also achieved a 5-star safety rating from the Royal Life Saving Aquatic Facility Safety Assessment Audit.
- Numerous public art projects were delivered including the Back in Black: AC/DC Mural, the Light a Lantern across Burwood Pond installation, Wilay Mulaa: Spirit of Light and ANZAC Day crosses installed in Burwood Park.

- Several community and civic events were delivered including the ANZAC Day Tribute, National Servicemen's Memorial Service, Lunar New Year, Harmony Day and Seniors Festival.
- The first phase of the new Enterprise Resource Program was successfully implemented.
- Council's first Placemaking Framework was finalised.
- Grant funding was secured from the NSW Government to deliver Burwood Culture Streets (\$150,000) and to upgrade Flockhart Park with a new inclusive playground and fitness equipment (\$650,000).
- An additional 164 trees and 3,393sqm of ground cover were planted.
- Reaching our customers continued to increase with a 50% increase in Facebook reach, 36.1% increase in Instagram followers and 73.4% increase in WeChat followers.

### **Consultation**

Once the Half-Yearly Report is adopted by Council, it will be made available to the public on Council's website.

### **Planning or Policy Implications**

In accordance with s 404 of the *Local Government Act 1993* the General Manager must provide progress reports to Council, at least every six months, as to its progress with respect to the principal activities detailed in Council's Delivery Program. Burwood Council's Operational Plan 2023 to 2024 requires that public information is made available in a timely manner.

### **Financial Implications**

No Financial implications.

### **Conclusion**

Council's Delivery Program 2022 – 2026, Operational Plan 2023 – 2024 and the Half Yearly Report 1 January 2024 to 30 June 2024 provides Council with ongoing updates on the progress of the objectives identified in Council's Delivery Program and Operational Plan.

### **Recommendation(s)**

That Council endorse the Half-Yearly Report 1 January 2024 to 30 June 2024.

### **Attachments**

- 1 [Burwood Council - Half Yearly Report - Jan to June 2024](#)















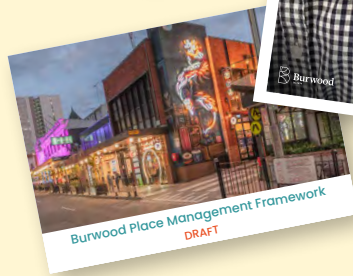
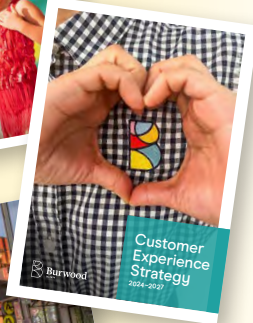




## Our Strategies/Policies/Plans

During the reporting period a number of key strategies, policies and plans were developed including:

- Multicultural Strategy 2024–2028
  - Youth Action Plan
  - Community Facilities and Open Space Strategy addendum
  - Placemaking Framework
  - Data Breach Policy
  - Customer Experience Strategy 2024–2027
- Investment and Visitation Prospectus



## Keeping Burwood Safe

Council's ongoing efforts to contribute to the safety of Burwood included:

- Commencement of the implementation of the Safer Burwood Plan including the successful Community Safety Expo held in Burwood Park in March 2024
- Working with community support services including the Police to establish a Domestic Violence Hub for women and families in the Burwood Library and Community Hub
- 95% of actions in Council's Child Safe Plan have been implemented



## Mobile Play Van zooms!

An estimated 2,300 families attended the mobile play van during the reporting period with recent Service Participants Survey results showing a 95% satisfaction rate for both quality of staff and the service.

In addition to the 'play' component of the service, the staff have also introduced a number of other activities to support our community including:

- Regular service support visits from Centrelink;
- The employment of a Chinese speaking support worker once per month; and
- Facilitation of engagement on key projects such as the Burwood North Masterplan.

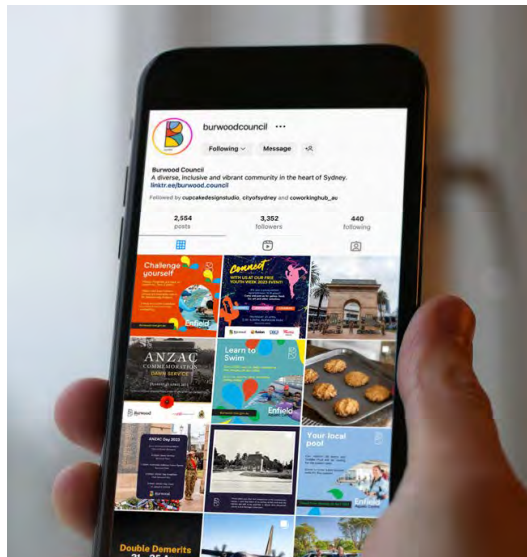






## A Green and Sustainable Burwood

- Council planted an additional 164 trees in parks and 3,393sqm of ground cover as a result of successfully attaining grant funding from Local Government NSW
- Street tree and park tree inventories have now been completed as a result of successful grant funding with the inventory being placed in Council's asset management system to assist with successfully maintaining this important asset
- The Food Organics and Garden Organics (FOGO) trial was extended for a further six months aiming to divert organic waste from landfill



## Reaching our Community

Council continues to increase our reach with the community via various communication channels with increases in the following areas:

- 10% increase in the open rate of the weekly Community Council updates, special communications from the Mayor of Burwood and business e-newsletters
- 50% increase in Facebook reach and a 5.3% increase in followers
- 36.1% increase in Instagram followers
- 19.8% increase in LinkedIn followers
- 73.4% increase in WeChat followers

Additionally, 137 projects were exhibited on Participate Burwood with 34,347 views by 15,868 visitors.



## Our Commitment to Customer Experience

Council's commitment to continually enhancing our customer experience continued with:

- The adoption of the inaugural Customer Experience Strategy 2024–2027 which was recognised as a 'Finalist' at the Local Government Excellence Awards in May 2024
- 1,032 customers were served at the Customer Service counter with 81.3% served within five minutes
- 11,054 calls taken by our Customer Service team with 82.57% answered in less than 40 seconds
- 494 Webchats responded
- 33 new staff members participated in the Call Centre Experience
- An overall Customer Experience Score (CX) of 8.1 based on 6,500 rating was received
- The Mystery Shopping Program resulted in an overall score of 94% for phone calls and 96% for in-person visits

















































































































## Effective, innovative and collaborative leadership is underpinned by open, transparent and responsible governance

Conduct Council business with transparency, accountability, compliance and probity that ensures community confidence in decision making

Action Code	Responsible Officer Unit	Action	Status	Comments
<b>A.104</b>	People & Performance	Undertake corporate planning and reporting	On Track	<ul style="list-style-type: none"> <li>All corporate planning and reporting requirements for the period have been completed. During the reporting period, the following corporate planning reports or plans were submitted to Council:</li> <li>Half-yearly report;</li> <li>Delivery Program (Year 3);</li> <li>Operational Plan 2024–2025;</li> <li>Budget 2024–2025 (contained within the Delivery Program 2022–2026)</li> <li>Draft Fees and Charges 2024–2025; and</li> <li>Updated Resourcing Strategy including the updated Long-Term Financial Plan.</li> </ul>
<b>A.105</b>	Governance & Risk	Ensure all public information is accessible and made available in a timely manner	On Track	<p>The following instruments were created or remade between January and June 2024 and recorded in the Governance Instrument Register:</p> <ul style="list-style-type: none"> <li>Customer Experience Strategy 2024–2027</li> <li>Data Breach Policy</li> <li>EEO and Diversity Management Plan</li> <li>Multicultural Burwood Strategy 2024–2028</li> <li>Prevention of Workplace Bullying &amp; Harassment Corporate Practice</li> <li>Salary System Corporate Practice</li> <li>Secondary Employment Corporate Practice</li> <li>Work Health &amp; Safety (WHS) Corporate Practice Statement</li> <li>WHS Heavy Vehicle Corporate Practice</li> <li>WHS Management of Heavy Vehicles Procedure</li> </ul> <p>98% of GIPAA requests were determined in accordance with statutory requirements. 52 formal and 79 informal requests were completed in the reporting period. This is a significant increase of 34% on the prior period.</p> <p>In addition, 23 applications were withdrawn during the period and seven applications were either in progress or 'on hold' pending outstanding applicant compliance action, at the end of the period.</p>













Open &amp; collaborative leadership cont'd

## Deliver innovation and excellence in customer experience and service delivery

Action Code	Responsible Officer Unit	Action	Status	Comments
<b>A.126</b>	Customer Experience & Business Improvement	Ensure Council service standards reflect community expectations and customers are attended to in line with service standards	On Track	<p>During the period of 1 January 2024 to 11 June 2024 the number of customers served at the Customer Service counter was a total of 1,032 with 81.3% being served within five minutes.</p> <p>The number of calls handled by Customer Service was a total of 11,054 with 82.57% answered in less than 40 seconds.</p> <p>The number of Webchats handled by Customer Service was 494 and the Call Centre Experience was provided to 33 new staff during this period of time.</p>
<b>A.127</b>	Customer Experience & Business Improvement	Monitor and report on Customer Feedback Program to track real-time satisfaction with Council services including Enfield Aquatic Centre	On Track	<p>Customer feedback devices and a feedback mechanism on staff email signatures provide a voice for the customer and a benchmark for Council to measure the customer experience.</p> <p>During the period Council received an overall Customer Experience Score (CX) of 8.1 based on 6,500 ratings across the organisation.</p>
<b>A.128</b>	Customer Experience & Business Improvement	Conduct Mystery Shopping Program across Council	Completed	<p>A comprehensive Mystery Shopping Program across Council was conducted in 2023/24. Council created a customer focused survey for phone calls and in person visits.</p> <p>Shoppers were engaged to either call or visit nominated divisions and complete a questionnaire to provide feedback on their experience.</p> <p>A total of 94 mystery shopping interactions were conducted with an overall score of 94% for phone calls and 96% for in person visits.</p>
<b>A.129</b>	Customer Experience & Business Improvement	Finalise Customer Experience Strategy and commence implementation	Completed	<p>Council's first Customer Experience Strategy 2024 – 2027 was adopted on 13 February 2024, which includes a total of 42 actions across four goals. All of the Year One Actions have been completed including the creation of a new Customer Experience Charter. The Strategy was recognised as a 'Finalist' at the Local Government Excellence Awards in May 2024.</p>











## **(Item 42/24) Adoption of updated Local Infrastructure Contributions Plan**

File No: 24/29653

Report by Director City Strategy

### **Summary**

Local infrastructure contributions are charged by Councils under s7.11 and s7.12 of the Environmental Planning and Assessment Act 1979 (EPA Act) to fund infrastructure reviews and works through Local Infrastructure Contributions Plans (Contributions Plan).

Burwood Council has an existing Contribution Plan adopted in April 2023 which is set up under s7.12 of the EPA Act. The plan includes an infrastructure works schedule of \$245 million (proposed to increase to \$257 million under the exhibited plan), covering a range of developments. These developments include large-scale projects such as the Enfield Aquatic Centre upgrade, Burwood Urban Park Arts and Cultural Centre, Community Centre upgrades, road widening, as well as routine activities like road resurfacing and footpath renewals.

At its meeting on 25 June 2024, Council considered a report which outlined the need to update the 2023 Contributions Plan to ensure Council's ongoing financial sustainability for delivering community infrastructure to meet future population growth and density. At a high level, even without the additional growth under the new Burwood North Masterplan and Low and Mid Rise housing areas, the continuation of the current approach is likely to result in Council receiving only half the funds required to complete the current scheduled infrastructure works program.

Accordingly, Council resolved to place an updated version of Council's Contributions Plan on public exhibition. The exhibited updated Contributions Plan included the following:

- Introduction of an administration component to allow Council to collect and spend funds on administration activities associated with the management and updates of the plan.
- A provision to index the cost of the works program to reflect CPI increases.
- Introduction of an alternate s7.11 approach rather than the 1% levy under s7.12 for those developments which increase the development potential of the land (outside of the Burwood Town Centre).

No changes were proposed to the current Contributions Plan framework under the current s7.12 plan in relation to:

- The Burwood Town Centre and the 4% levy.
- Alterations and additions to dwellings.
- The construction of new single dwellings or secondary dwellings.

The draft Contributions Plan was exhibited for 28 days with no submissions being received.

The updated Contributions Plan is recommended to Council for adoption and implementation.

### **Operational Plan Objective**

- |        |   |
|--------|---|
| A.34   | Review and update the Burwood Contributions Plan to facilitate appropriate delivery of infrastructure                                   |
| C.10   | A well informed community active in civic life, local planning and decision making  |
| C.11.1 | Conduct Council business with transparency, accountability, compliance and probity that ensures community confidence in decision making |

## **Background**

In April 2023 Council resolved to consolidate the s7.12 Local Infrastructure Contributions Plan - Burwood Town Centre and the s7.12 Local Infrastructure Contributions Plan - Land outside the Burwood Town Centre into a single s7.12 Contributions Plan for the Council area. The consolidated Contributions Plan included an updated \$245 million infrastructure works schedule.

The contribution rates under the adopted Contributions Plan are summarised as follows:

**Table 1: Burwood Town Centre**

<b>Development that has a proposed cost of carrying out the development</b>	<b>Levy rate</b>
Up to and including \$250,000	Nil
More than \$250,000	4% A 4% Contribution rate for the Burwood Town Centre was approved by the Minister in the version of the Contributions Plan adopted in 2012 (then known as a s94A Plan) for the Town Centre. This was based on Burwood being included as a Strategic Centre in the 2010 Metropolitan Plan for Sydney, which was in effect at the time.

**Table 2: All other parts of the LGA**

<b>Development that has a proposed cost of carrying out the development</b>	<b>Levy rate</b>
<b>Type of development</b>	
<ul style="list-style-type: none"> <li>Development of a dwelling house, and alterations and additions to a dwelling house (excluding development that results in the creation of additional lots (subdivision) or development of a secondary dwelling (granny flat))</li> <li>Any ancillary structures associated with a dwellings house</li> </ul>	<ul style="list-style-type: none"> <li>Nil for cost of development up to and including \$100,000;</li> <li>0.5% of the cost of development of more than \$100,000 and up to and including \$300,000;</li> <li>0.25% of the cost of development of more than \$300,000.</li> </ul>
<ul style="list-style-type: none"> <li>All other development</li> </ul> <p>Note: Secondary dwellings and subdivision or development that results in the creation of an additional lot or dwellings is included in this category</p>	<ul style="list-style-type: none"> <li>Nil for cost of development up to and including \$100,000;</li> <li>0.5% of the cost of development of more than \$100,000 and up to and including \$200,000;</li> <li>1% of the cost of development of more than \$200,000.</li> </ul>

In June 2024, Council considered a report which outlined regular maintenance and updating of the Contributions Plan is good planning practice. This ensures that newly identified works to meet changing community needs are funded. It also aims to accommodate infrastructure funding

demands resulting from land use changes and increases in the expected amount of development in Burwood during the life of the Contributions Plan (to 2036). Significant changes include the Burwood North Precinct Masterplan and recent state government planning policy changes, including the TOD program and Low and Mid Rise housing program. The infrastructure funding demands are likely to significantly increase as new Masterplan areas, such as Burwood North and Croydon, come online.

At a high level, even without the additional growth under the new Masterplan areas, the continuation of the current approach is likely to result in Council receiving only half the funds required to complete the current scheduled infrastructure works program. With this in mind, a comprehensive review of the Council's Contributions Framework and VPA mechanisms is underway. The updated exhibited Contributions Plan is the first in a series of updates to Council, addressing necessary changes to ensure financial sustainability for delivering community infrastructure to meet future population growth and density.

The updates to the Contributions Plan included the following:

- Introduction of an administration component to allow Council to collect and spend funds on administration activities associated with the management and updates of the plan.
- A provision to index the cost of the works program to reflect CPI increases.
- Introduction of an alternate s7.11 approach rather than the 1% levy under s7.12 for those developments which increase the development potential of the land (outside of the Burwood Town Centre).

No changes were proposed to the current framework under the current s7.12 Contributions Plan in relation to:

- The Burwood Town Centre and the 4% levy.
- Alterations and additions to dwellings.
- The construction of new single dwellings or secondary dwellings.

Accordingly, Council resolved:

1. *That Council endorse the draft revised Local Infrastructure Contributions Plan and the Works Schedule as included at Attachment 1 for public exhibition in accordance with the Environmental Planning & Assessment Act 1979 and Council's Community Engagement Strategy for a period of 28 days.*
2. *That the General Manager be authorised to endorse any minor revisions deemed necessary to the draft plan prior to public exhibition*
3. *That a further report be provided to Council at its August 2024 meeting, detailing the results of the public exhibition.*

The draft Contributions Plan was exhibited for 28 days between 28 June 2024 and 24 July 2024.

No submissions were received.

### **Proposal**

The proposed update to the Contributions Plan includes the following elements.

#### **Introduction of s7.11 components ensuring contributions match expected development**

The contributions framework must ensure the collection of adequate funds to deliver community infrastructure that meets the needs of the growing population. To assist with this, it is proposed to introduce a new s7.11 component into the infrastructure contributions framework for the Burwood LGA. The s7.11 approach apportions the value of the works program to new dwellings based on the demand for infrastructure generated by each new dwelling.

With the recent adoption of the Burwood North Precinct Masterplan, and State Government Housing Policy changes, specifically the Transit Oriented Development State Environmental Planning Policy (TOD SEPP) and the Low and Mid-rise SEPP, additional medium density development, including increased dual occupancy, terrace, townhouse and residential flat building development, is expected outside of the Burwood Town Centre than was contemplated when the s7.12 Contributions Plan was initially adopted.

An important consideration when preparing a revision to a contributions framework is an understanding of what the future population of the plan area will be. Table 3 below shows previous population counts and forecast population estimates for the Burwood LGA.

**Table 3 – Population Projections and Housing Growth**

Source	Population	Dwellings	Source
<b>Population Counts</b>			
<b>2016 Census</b>	37,674	13,531	Census
<b>2021 Census</b>	40,217	15,478	Census
<b>Latest Estimate (30 June 2023)</b>	42,498	~16,355	Profile.id
<b>Population Projections for 2036</b>			
<b>Housing Strategy and LSPS</b>	57,500	20,477	Strategy
<b>Burwood North SP</b>	76,572	28,206	Masterplan
<b>TOD SEPP (Croydon)</b>	77,375	28,486	Estimate*
<b>TOTAL Inc. L&amp;MR SEPP</b>	81,139	29,872	Estimate*

\*Assumes a 4% annual growth rate for 2024-2036 for areas affected by the TOD SEPP that are not heritage listed, and a 2% growth rate for areas affected by the L&MR SEPP.

Based on Table 3 above, the growth to 2036 (life of the plan) across the Burwood LGA is projected to be:

- 38,641 in additional population; and
- 13,517 in additional dwellings, of which:
  - 4,122 are estimated to be within the town centre; and
  - 9,395 outside the town centre.

Based on these figures and assuming the cost of constructing an apartment averages \$500,000:

- The 4% levy in the town centre will raise \$82.5 million
- The 1% levy outside the town centre will raise \$47 million

This total amount of \$129.5 million is around half the value of the current s7.12 infrastructure works schedule valued at \$245 million.

In order to improve the funding levels from areas outside the town centre given the additional growth expected, it is proposed to adopt a s7.11 approach rather than the 1% levy under s7.12. No changes are proposed to the current framework within the Burwood Town Centre and the 4% levy under the existing s7.12 plan.

It is estimated this change could increase funding from outside the town centre from \$47 million to \$144 million. The basis for this calculation is outlined below using the s7.11 calculations for different sizes of dwellings is outlined in Table 4.



**Table 4 – Calculation of s7.11 Rates for Dwellings, based on size**

Estimated total additional population	<b>38,641</b>
Estimated total additional dwellings	<b>13,517</b>
% of new dwellings estimated to be studio or 1 bedroom	30%
% of new dwellings estimated to be 2 bedrooms	60%
% of new dwellings estimated to be studio or 3+	10%
Occupancy rate for studio or 1 bed	1.7
Occupancy rate for 2 Bed	2.5
Occupancy rate for 3+ bed	3.6
<b>Total value of works schedule in Contributions Plan</b>	<b>\$257,119,547</b>
Cost per person	\$6,654
Number of 1 bed dwellings expected in LGA	4055
Number of 2 bed dwellings	8110
Number of 3+ bed dwellings	1352
CONTRIBUTION FOR STUDIO OR 1 BEDROOM DWELLINGS	\$11,312
CONTRIBUTION FOR 2 BEDROOM DWELLINGS	\$16,635
CONTRIBUTION FOR 3 BEDROOM DWELLINGS	\$23,955
Number of 1 bed dwellings expected outside town centre	2818
Number of 2 bed dwellings	5637
Number of 3+ bed dwellings	939
Total value of contributions outside the town centre	<b>\$144,434,412</b>

The contributions rates as outlined in Table 4 above are calculated as follows:

1. Determine the cost of infrastructure per person by dividing the works schedule value by the number of additional people expected.
2. This cost per person is then apportioned out for each size of dwelling based on the proportion of that sized dwelling expected (i.e. 60% two-bedroom dwellings) and by the average occupancy rate of that type of dwelling (2.5 people for two-bedroom dwellings).

The same calculation is then performed for studio/single bedroom dwellings, and for three or more bedroom dwellings.

IPART has capped the maximum contribution payable to \$20,000 for any dwelling, therefore 3 bedroom dwellings would only contribute \$20,000 despite the calculation being \$23,941.

As outlined above, it is proposed to introduce the s7.11 components for residential development that leads to the creation of additional dwellings outside of the Burwood Town Centre, including:

- Dual-occupancy development
- Medium density development including townhouses and terraces etc.
- Multiple Dwelling apartments and residential flat buildings
- Secondary Dwellings; and
- Residential subdivision

Table 2 in the existing contributions plan is proposed to be updated to introduce a s7.11 contributions where development leads to the creation of additional dwellings, as indicated below:

Type of development	Infrastructure Contribution Calculation	
<ul style="list-style-type: none"> <li>• Residential Development that leads to the creation of additional dwellings, including: <ul style="list-style-type: none"> <li>○ Dual-occupancy development</li> <li>○ Medium density development</li> </ul> </li> </ul>	<b>s7.11 levy calculated as follows:</b>	
	Dwellings	Contribution
	Per dwelling, 1-bedroom studio or	\$11,312

including townhouses and terraces etc. ○ Multiple Dwelling apartments and residential flat buildings ○ Secondary Dwellings; and ○ Residential subdivision	bedsit	
	Per 2-bedroom dwelling	\$16,635
	Per 3 or more bedroom dwelling	\$23,955
	Subdivision into single dwelling lot	\$23,955
	* note that contributions are capped at \$20,000 unless cap is lifted by the Minister.	
• Residential Development that does not lead to the creation of additional dwellings including; <ul style="list-style-type: none"> <li>○ Development of a single dwelling house (e.g. knock-down rebuild), and alterations and additions to a dwelling house (excluding development that results in the creation of additional lots (subdivision) or development of a secondary dwelling (granny flat))</li> </ul>	s7.12 levy calculated as follows: <ul style="list-style-type: none"> <li>• Nil for cost of development up to and including \$100,000;</li> <li>• 0.5% of the cost of development of more than \$100,000 and up to and including \$300,000;</li> <li>• 0.25% of the cost of development of more than \$300,000.</li> </ul>	
• Any ancillary structures associated with a dwelling house • All other development	s7.12 levy calculated as follows: <ul style="list-style-type: none"> <li>• Nil for cost of development up to and including \$100,000;</li> <li>• 0.5% of the cost of development of more than \$100,000 and up to and including \$200,000;</li> <li>• 1% of the cost of development of more than \$200,000.</li> </ul>	

### Administration of the Plan

Contributions Plans require regular review to ensure the infrastructure they propose relates to the level of development expected to occur, this requires the Plan to be supported by a robust evidence base such as Transport Infrastructure Plans etc.

Contributions Plan also require close operational management to ensure they are being implemented correctly, that funds are being collected, and those funds are being expended correctly. These activities are collectively known as administration activities.

IPART has previously determined that 1.5% of the value of the works program can be reasonably attributed to administration. The current version of the Plan does not include this in the value of the works program and it is required to be included in the schedule in order to levy funds towards it.

Once included in the schedule, Council is able to collect funds towards, and spend those funds on administration activities, which may include:

- Undertaking evidence-base studies towards updating the plan;
- Staff costs for developing the studies described above;
- Staff costs for day-to-day management of the plan; and
- Costs of undertaking regular and/or comprehensive reviews of the Plan.

It is therefore recommended that in accordance with the IPART determination, the works schedule be updated to include Administration of the Plan at 1.5% of the total value of the works schedule.

### Indexing the cost of the Works Program to reflect CPI increases

Regularly indexing the cost of the works schedule is important so that it reflects the current cost of providing infrastructure.

Councils City Assets team has reviewed the items in the works schedule to ensure the costs are accurate in terms of today's dollars, either revising the cost estimate, or by increasing the cost estimate by last year's Consumer Price Index (CPI) of 4.1%.

The attached draft update of the Contributions Plan includes an updated and indexed works schedule. It also includes 1.5% of the value of the works schedule as Administration.

The updated value of the works schedules in the attached draft Local Infrastructure Contributions Plan (2024 update) is \$256,969,547.

#### Clarifying the circumstances in which a refund will be considered

During an internal review by Councils City Development team during the exhibition period it was suggested that the Plan could be improved by clarifying the circumstances under which a refund of contributions could be permitted. The plan has been updated to include a clause that states:

*"Refunding of contributions after they have been paid will only be considered where:*

- The Development Consent or Complying Development Certificate is being surrendered and the development will no longer occur; and*
- No infrastructure has been constructed (or is programmed to be constructed) with funding from the Contributions Plan that directly benefits\* the subject site between the date of the Development Consent or Complying Development Certificate being issued and the date of the refund request being made; and\**
- The refund is applied for within five years of the Development Consent or Complying Development Certificate being issued.*

*Refunds will only be paid at the dollar amount initially paid and will not be indexed.*

*\* Directly benefits means infrastructure has been constructed from the contributions fund that has a direct and meaningful link to the subject development. For example, a footpath or verge improvement, or a road widening, immediately outside the proposed development, that was an infrastructure requirement generated, or partially generated by the development, funded by contributions from the proposed development and would have had a direct benefit to that proposed development."*

This is the only change proposed between the draft version of the Contributions Plan placed on exhibition, and the final version being considered under this report.

#### **Consultation**

The draft Local Infrastructure Contributions Plan was exhibited for 28 days between 28 June 2024 and 24 July 2024, with no submissions being received in that period.

#### **Next Steps**

Whilst this review of the Contributions Plan will assist in ensuring an appropriate level of contributions are obtained from the expected increase in development outside the Burwood Town Centre, a comprehensive review of the contributions framework is necessary to ensure the works schedule reflects the increase in expected population.

The consultants engaged for the Burwood North Precinct are currently developing a contributions framework for Burwood North as part of the implementation of the endorsed Masterplan. As part of this work, the consultants are looking at whether extending the existing 4% Burwood Town Centre

levy is the most appropriate outcome for the Burwood North Precinct. A similar approach will apply when moving through the Croydon TOD Masterplan process.

Over the next 24 months this will be supported by further evidence-base work including:

- Robust review of population and dwelling forecasts for the entire LGA;
- Updated Transport Infrastructure Requirements;
- Updated Public Domain Infrastructure Requirements;
- Updated Civil Infrastructure Requirements;
- Updated Social Infrastructure Requirements;
- Updated Public/Open Space Requirements; and
- Thorough review of the Contributions Schedule of works based on the above

### **Planning or Policy Implications**

The *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2021* provide the strategic framework for contributions plans.

The framework sets out the requirements to make or amend contributions plans. The legislation enables Council to place a condition on development consents or complying development consents requiring the payment of monetary contributions.

In accordance with the savings provisions, the updated version of the plan will apply to a DA and application for a CDC that have been submitted but not determined when the revised plan takes effect.

### **Financial Implications**

The total cost of the proposed works identified in the works schedule to the draft contribution plan is to increase from \$245 million to approximately \$257 million which takes into account the CPI indexation, administration component and some changes to works to be undertaken. These works would be delivered progressively, in accordance with the capital works plan and long term financial plan, as endorsed by Council.

The existing 4% levy for residential development in the town centre is expected to raise \$82.5 million towards those works.

The existing 1% levy outside the town centre is expected to raise \$47 million towards those works. Changing to a s7.11 approach is expected to increase this to \$144 million.

The revised plan is expected to generate \$226 million towards the \$257 million works schedule, with the remainder coming from commercial developments, grants, or planning agreements.

Adoption of this revised version of the Plan will also allow funds collected to be directed towards Administering the Plan, including staff costs and resource costs for further developing the evidence base for the comprehensive review.

This report is the first in a series of updates to Council, addressing necessary changes to ensure financial sustainability for delivering community infrastructure to meet future population growth and density.

### **Conclusion**

The review of existing contributions plans ensures that the new plan and updated draft infrastructure works schedule is up to date, provides clarity and is generally aligned with the capital works program and Councils current infrastructure projects. The Plan was exhibited for 28 days in accordance with the requirements of the *Environmental Planning & Assessment Act 1979*.

It is recommended that the final version of the Plan and infrastructure works schedule be adopted as the Burwood Local Infrastructure Contributions Plan 2024.

***Recommendation(s)***

1. That Council adopt and implement the Burwood Local Infrastructure Contributions Plan 2024 and the Works Schedule as included at Attachment 1.
2. That the General Manager be delegated to undertake minor modifications to any numerical, typographical, interpretation and formatting errors, if required, to the final adopted Burwood Local Infrastructure Contributions Plan 2024 and the Works Schedule

**Attachments**

- 1 [↓](#) Burwood Local Infrastructure Contributions Plan - 2024 review - Final



**Burwood** <sup>Inc.1874</sup>  
Burwood . Burwood Heights . Croydon . Croydon Park . Enfield . Strathfield

## **BURWOOD ~~SECTION 7.12~~ LOCAL INFRASTRUCTURE CONTRIBUTIONS PLAN**

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Corporate Document  
Approved by Council: 18 April 2023 (**updated xx/xx/2024**)  
Effective: 9 May 2023  
Ref. No.: 23/18700  
Version No.: **2**  
Ownership: City Planning

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## 1. Executive Summary

### 1.1 Introduction

The Burwood ~~Section 7.12~~ Local Infrastructure Contributions Plan (Plan) has been prepared in accordance with the provisions of the *Environmental Planning and Assessment Act 1979* and *Environmental Planning and Assessment Regulation 2021* and applies to the Burwood Local Government Area (LGA).

This Plan authorises consent authorities and accredited certifiers to impose conditions of consent on development applications (DAs) and complying development certificates (CDCs) for development contributions under sections 7.11 and 7.12 of the *Environmental Planning and Assessment Act 1979*.

This Plan is intended to cater for a planning period of 2021 to 2036, which is the period for which the population forecasts have been prepared and will help to ensure adequate local public infrastructure is in place and that the existing community is not burdened by the costs of local public infrastructure required as a result of future development.

### 1.2 Population and Employment Growth

This Plan is based on the provision of public amenities and services to support the growth and development of the Burwood LGA including the Burwood Town Centre. As a Strategic Centre in the Eastern City District of Greater Sydney, there is expected to be substantial growth in employment, services and housing.

In 2020, the Burwood Local Housing Strategy sets housing targets as 7,000 new dwellings to be built between 2016 and 2036, for a total of 20,500 dwellings in the Council area. Subsequent to that the Burwood North Precinct Masterplan was adopted and increased the forecast dwellings to 25,800 by 2036. In late 2023 the government announced the Transit Oriented Development State Environmental Planning Policy, which are forecast to further increase this to 27,500 dwellings by 2036.

The population in the Burwood LGA is forecast to grow by approximately 35,500 additional residents living in approximately 11,154 additional dwellings. The employment is forecast to grow by approximately 6,855 new jobs.

Approximately 85% of new dwellings and jobs are expected to be built and created within the Burwood Town Centre and Burwood North precinct.

The growth in residential population, employment and use of services in the Burwood LGA will require and generate demand for new, extended and augmented public amenities, services and infrastructure. New residents, workers and visitors to Burwood will have inadequate levels of service if Council does not take action to provide new public amenities and infrastructure, or extend and augment existing facilities. The levels of service for the existing population will also decline if there is inadequate public investment.

This Plan seeks to impose a levy on development to ensure the delivery of new, upgraded or augmented local infrastructure is delivered to meet the additional demand generated from the population and employment growth.



### 1.3 Indexation of Contributions

If the contribution is not paid within the same financial quarter as the date of the development consent, the contributions payable is to be adjusted to reflect inflation in the Consumer Price Index (All Groups Index) for Sydney.

### 1.4 ~~Section 7.12~~ Contribution Levies

This Plan applies to all development in the Burwood LGA where the proposed cost of development is:

- more than \$250,000 if the development is located in the Town Centre; or
- more than \$100,000 if the development is located outside of the Town Centre.

Some exemptions apply, as identified in Section 3.2 below.

The total levy amount that is to be imposed on a single development is calculated by multiplying the applicable levy rate shown in the table below by the total proposed cost of the development.

The ~~section 7.12~~ contribution levies that apply under this Plan are shown in Table 1 (Burwood Town Centre) and Table 2 (All other parts of the LGA) below:

**Table 1: Burwood Town Centre (refer to Map in Figure 2)**

Development that has a proposed cost of carrying out the development	<del>s7.12</del> Levy
Up to and including \$250,000	Nil
More than \$250,000	4 per cent

**Table 2: All other parts of the LGA (refer to Map in Figure 1)**

Development that has a proposed cost of carrying out the development		
Type of development		
<ul style="list-style-type: none"> <li>• Development that leads to the creation of an additional dwelling or dwellings, including subdivision that results in an additional lot(s) for a dwelling house</li> </ul>	<del>s7.11</del> levy	
	Dwellings	Contribution
	Per 1-bedroom dwelling, studio or bedsit	\$11,312
	Per 2-bedroom dwelling	\$16,635
	Per 3 or more bedroom dwelling	\$23,955
	Subdivision into single dwelling lot	\$23,955

	* note that contributions are capped at \$20,000 unless cap is lifted by the Minister.
<ul style="list-style-type: none"> <li>• All other development, including                             <ul style="list-style-type: none"> <li>○ knock-down rebuild of single dwelling(s)</li> <li>○ alterations and additions to residential development that does not result in additional dwellings</li> <li>○ Secondary dwellings (i.e Granny Flats)</li> <li>○ Other residential development</li> <li>○ Commercial and retail development,</li> <li>○ All other development</li> </ul> </li> </ul>	<p style="text-align: center;"><b>s7.12 levy</b></p> <ul style="list-style-type: none"> <li>• Nil for cost of development up to and including \$100,000;</li> <li>• 0.5% of the cost of development of more than \$100,000 and up to and including \$200,000;</li> <li>• 1% of the cost of development of more than \$200,000.</li> </ul>

## 1.5 Works Schedule

Contributions collected under this Plan will be used to fund, in part or in full, the local public infrastructure works set out in the Schedule of Works in Appendix 1.

## 2. Administration

### 2.1 Name of this Plan

This Plan is called the **Burwood ~~Section 7.12~~ Local Infrastructure Contributions Plan** ('Plan') This Plan has been prepared for the purposes of sections ~~7.11~~ and 7.12 of the *Environmental Planning and Assessment Act 1979* (NSW) ('EP&A Act') in accordance with Division 7.1 of the EP&A Act and Part 9 of the *Environmental Planning and Assessment Regulation 2021* ('EP&A Regulation').

### 2.2 Purpose of this Plan

The primary purpose of this Plan is to authorise:

- the consent authority, when granting consent to an application to carry out development to which this Plan applies, or
- the principal certifier (could be Council or a private certifier), when issuing a complying development certificate (CDC) for development to which this Plan applies,

to impose a condition requiring contributions under a ~~fixed-rate contributions~~ levy under section ~~7.11~~ or 7.12 of the Act to be made towards the provision, extension or augmentation of local infrastructure as required as a consequence of development in the Burwood LGA, or which were provided in anticipation of, or to facilitate, such development.

The plan's other, secondary purposes are to:

- provide the framework for the efficient and equitable determination, collection and management of contributions towards the provision of local infrastructure in the Burwood LGA; and
- ensure Council's management of local infrastructure contributions complies with relevant legislation and practice notes; and
- establish the relationship between expected development and proposed local infrastructure; and
- ensure that developers make a reasonable contribution to the provision of local infrastructure required for development anticipated to occur up to 2036; and
- ensure that the existing community is not burdened by the cost of providing new infrastructure, either partly or fully, as a result of development in the area.

2.3 Area to which this Plan applies

This Plan applies to all land within the Burwood LGA as shown on the map in Figure 1.

Figure 1 – The Burwood LGA and the Burwood Town Centre



Figure 2 – Map of the Burwood Town Centre



## **2.4 Commencement of this Plan**

This Plan commences on the date on which public notice was given under clause 214(2) of the EP&A Regulation or on the date specified in that notice if it is a later date, this being 9 May 2023.

Version two of this plan was adopted by Council on 13 August 2024 and commences on the date on which public notice was given under clause 214(2) of the EP&A Regulation or on the date specified in that notice if it is a later date, this being xxxxx.

## **2.5 Life of this Plan**

This Plan is based on forecast growth in population and employment from 2021 until 2036 as a result of development in the Burwood LGA. Council intends to operate this Plan until either 2036, or Council has collected all contributions required for all items in the works schedule in Appendix 1, or Council repeals this Plan.

## **2.6 Review of this Plan**

Council intends to review this Plan every five years, or as it sees fit, in order to ensure it reflects and addresses community needs, Council's priorities and relevant legislation.

## **2.7 Relationship with other plans and policies**

As of this Plan's commencement date, this Plan repeals the following contributions plans:

- Section 7.12 Plan for the Burwood Town Centre
- Section 7.12 Plan for the Burwood Local Government Area excluding Burwood Town Centre

This Plan does not affect development consents containing conditions requiring contributions or levies under the above plans.

## **2.8 Use of funds from repealed contributions plans**

Upon the commencement of this Plan, the Council holds monetary section 7.12 levies in its funds paid to pursuant to conditions of development consents granted in accordance with contributions plans repealed by this Plan. There are also monetary section 7.12 levies yet to be paid to the Council pursuant to conditions of development consents granted in accordance with contributions plans repealed by this Plan.

Section 7.3 of the EP&A Act requires the Council to hold any monetary contribution or levy paid to the Council in accordance with the conditions of a development consent for the purpose for which the payment was required, and apply the money towards that purpose within a reasonable time.

The Council will apply monetary contributions and levies held by it upon the commencement of this Plan and monetary contributions and levies paid to it after the commencement of this Plan pursuant to conditions of development consents granted in accordance with contributions plans repealed by this Plan as follows:



- if the work or works for which a contribution or levy was required to be paid under a repealed plan is a work or works listed in the works schedule in Appendix 1, the contribution or levy will be applied towards the cost of that work or those works,
- if the work or works for which a contribution or levy was required to be paid under a repealed plan is not a work or works listed in the works schedule in Appendix 1, the contribution or levy will be applied towards the cost of a work or works listed in the works schedule in Appendix 1 this Plan that, in the Council's opinion, addresses the same or a similar demand for public facilities arising from development as the work or works in the repealed plan,
- if the work or works for which a contribution or levy was required to be paid under a repealed plan is not a work or works listed in the works schedule in Appendix 1 of this Plan, and there is no work or works listed in the works schedule in Appendix 1 of this Plan that addresses the same or a similar demand for public facilities arising from development as the work or works in the repealed plan, the contribution or levy will be applied at the Council's discretion towards the cost of a work or works listed in the works schedule in Appendix 1 of this Plan that the Council considers best meets the public interest.

## **2.9 Savings and transitional arrangements**

This Plan applies to a development application (DA) and application for a complying development certificate (CDC) that had been submitted but not determined on the date on which this Plan took effect.

## **3. Application and Operation of this Plan**

### **3.1 Development for which this Plan applies**

This Plan applies to all development in the Burwood LGA where the proposed cost of development is more than \$100,000, unless specified as exempt in Section 3.2 below.

### **3.2 Development that is exempted under this Plan**

At Council's absolute discretion exemptions to the payment of levies under this Plan may apply to the following types of development:

- Developments (and modification applications) to be carried out by, or on behalf of Burwood Council, for the provision of public infrastructure including infrastructure funded by section ~~7.11~~ or 7.12 contributions;
- Developments undertaken by, or on behalf of a charity or not-for-profit organisation (as defined by the Australian Taxation Office), but only in cases where the development is of a small scale, and where Council considers that there will not be an increase in the demand for public works or infrastructure as a result of the development which would warrant the payment of a ~~section 7.12~~ contributions levy.
- development exempted from section ~~7.11~~ or 7.12 levies by a Ministerial Direction under section 7.17 of the Act.

Applicants should describe how their development is consistent with the relevant exclusion in their development application. If Council is satisfied the development is consistent with the relevant exclusion, it will exclude the development from the need to pay a contribution.

Where the proposal includes a range of works or a mix of land uses, only the works or uses excluded under this Plan will be excluded from the need to pay a contribution. All other works and uses are to be levied with development contributions in accordance with this Plan. A development application seeking a partial exclusion must identify the spaces, works and costs relevant to the land use said to be the subject of the exclusion.

### **3.3 Relationship between expected development and a need for a ~~section 7.12-contributions~~ levy**

The works identified for infrastructure and facilities arising from population and employment growth of the LGA have been based on Council's long-term planning for capital works. The works to be funded through the collection of the ~~section 7.12-levy~~ contributions levies are shown in Appendix 1 and identify the works, estimated costs, and priority for delivery subject to available funding.

### **3.4 Application of a ~~contributions~~ levy to development types**

#### **3.4.1 Imposing a ~~contributions~~ levy – consent authority**

Where a consent authority determines a development application, a ~~section 7.12~~ levy may be imposed as a condition of consent. The condition must be prepared in accordance with this Plan. Appendix 6 contains the current condition of consent.

#### **3.4.2 Imposing a ~~contributions~~ levy – principal certifier**

A principal certifier (could be Council or a private certifier) must, if a complying development certificate is issued, impose a ~~contributions~~ levy that is calculated in accordance with this Plan.

### **3.5 Contributions levy type (s7.11 or s7.12)**

The Act provides for two types of contributions levies under either section 7.11 or section 7.12 of the Act.

#### **3.5.1 Section 7.11 Contributions**

A s7.11 contribution is based on the cost of local infrastructure required by new dwellings as a portion of the total cost of the works schedule for all new development. It is apportioned out on the basis of each new dwellings requirement for new infrastructure, based on the average number of people living in dwellings by dwelling size.

This Plan levies a s7.11 contribution on all development **outside of the Town Centre that leads to the creation of additional dwellings**, including secondary dwellings and subdivision that results in an additional lot(s) of a dwelling house, and alterations and additions to a dwelling house.



The contribution is calculated as per the table below.

<b>Section 7.11 Contributions Calculation</b>		
Estimated Total cost of works program	\$256,969,547	
Estimated total additional population	35,500 people	
Estimated cost of works program per person	\$7,239	
Estimated total additional dwellings	11,154	
<b>Calculation</b>		
<b>Dwelling Type</b>	<b>Occupation rate</b>	<b>Contribution</b>
Single Bedroom, Studio or Bedsit	1.7	\$11,312
Two bedroom dwellings	2.5	\$16,635
Three or more bedroom dwellings, or subdivision per single residential lot	3.6	\$23,955

### 3.5.2 Section 7.12 Contributions

A s7.12 levy is a fixed fee levy based on a percentage of the cost of development. The levy percentage is calculated based on what percentage of the cost of development aligns with the cost of the works schedule generated by that development.

This Plan levies a **4% contribution** on all development with a construction value over \$250,000 **within the Town Centre**.

This Plan also levies a **1% Contribution** on all development with a construction value over \$100,000 **outside the town centre where a s7.11 contribution does not apply**. This includes residential development that does not lead to additional dwellings (knock-down and rebuild of single dwelling(s) or residential alterations/additions), commercial development and all other forms of development.

### 3.6 Contributions levy amount

The total levy amount that is to be imposed on a single development is calculated by multiplying the applicable levy rate shown in Table 1 and Table 2 below by the total proposed cost of the development.

The **contribution** levies that apply under this Plan are shown in Table 1: Burwood Town Centre and Table 2: All other parts of the LGA, below:

**Table 1: Burwood Town Centre (refer to Figure 2 above)**

<b>Development that has a proposed cost of carrying out the development</b>	<b>s7.12 Levy</b>
Up to and including \$250,000	Nil
More than \$250,000	4 per cent

**Table 2: All other parts of the LGA (refer to Map in Figure 1)**

Development that has a proposed cost of carrying out the development			
Type of development			
<ul style="list-style-type: none"><li>Development that leads to the creation of an additional dwelling or dwellings, including subdivision that results in an additional lot(s) for a dwelling house</li></ul>	<b>s7.11 levy</b>		
	Dwellings	Contribution	
	Per 1-bedroom dwelling, studio or bedsit	\$11,312	
	Per 2-bedroom dwelling	\$16,635	
	Per 3 or more bedroom dwelling	\$23,955	
	Subdivision into single dwelling lot	\$23,955	
	* note that contributions are capped at \$20,000 unless cap is lifted by the Minister.		
<ul style="list-style-type: none"><li>All other development, including<ul style="list-style-type: none"><li>knock-down rebuild of single dwelling(s)</li><li>alterations and additions to residential development that does not result in additional dwellings</li><li>Secondary dwellings (i.e Granny Flats)</li><li>Other residential development</li><li>Commercial and retail development,</li><li>All other development</li></ul></li></ul>	<b>s7.12 levy</b>		
	<ul style="list-style-type: none"><li>Nil for cost of development up to and including \$100,000;</li><li>0.5% of the cost of development of more than \$100,000 and up to and including \$200,000;</li><li>1% of the cost of development of more than \$200,000.</li></ul>		

### 3.6 How is the proposed cost of a development determined?

Where a **contributions** levy is required under this Plan in relation to a condition of development consent or application for a CDC, the application is to be accompanied by a Cost Summary Report prepared at the applicant's cost, setting out an estimate of the proposed cost of carrying out the development.

The Cost Summary Report template is available on Council's website.

The following persons are approved by the Council to provide an estimate of the proposed cost of carrying out development:

- where the applicant's estimate of the proposed cost of carrying out the development is between \$100,001 and \$750,000 – any building industry professional suitably qualified; or
- where the proposed cost of carrying out the development is in excess of \$750,000 – a quantity surveyor who is a registered member of the Australian Institute of Quantity Surveyors.

The following must be included in the proposed cost of carrying out development:

- for development involving the erection of a building, or the carrying out of engineering or construction work - the costs of or incidental to erecting the building, or carrying out the work, including the costs (if any) of and incidental to demolition, excavation and site preparation, decontamination or remediation,
- for development involving a change of use of land - the costs of or incidental to doing anything necessary to enable the use of the land to be changed,
- for development involving the subdivision of land - the costs of or incidental to preparing, executing and registering the plan of subdivision and any related covenants, easements or other rights.

Note: Clause 208(4) of the EPA Regulation 2021 provides for costs that are excluded from any estimate or determination of the proposed cost of carrying out development.

Without limitation to the above, if an applicant fails to submit a Cost Summary Report or submits a deficient report, Council may have regard to an estimate of the proposed cost of carrying out the development prepared by an approved person engaged by Council pursuant to clause 208(3) of the EP&A Regulation 2021. In such a case, all costs associated with obtaining this advice will be at the expense of the applicant, and consent is not to be issued until such time as these costs have been paid.

### **3.7 Timing of payment**

Council's policy in relation to the timing of payments of monetary contributions required under this Plan is outlined below.

- Development applications involving subdivision but not building work - prior to the release of the subdivision certificate.
- Development applications involving building work but not subdivision - prior to the release of a construction certificate as specified in the development consent.
- Development applications involving subdivision and building work – prior to the release of construction certificate.
- Development applications where no subdivision or building approval is required – prior to the issue of development consent (deferred commencement) or release of the occupation certificate.
- Complying development works – prior to any work authorised by the certificate commences, as required by clause 156(2) of the EP&A Regulation.

The contributions and levies are to be updated at the time of payment to the most recent indexed values, in accordance with the indexation formulas set out in Section 3.9 below.

### **3.8 Contribution at the time of payment**

Indexation of the contribution between the date of the granted development consent or issuing of a CDC and the date of payment will be undertaken by Council.

The indexation of the contribution will be conducted according to the below formula:

$$C_2 = \frac{C_1 \times CPI_2}{CPI_1}$$

Where:

$C_1$	Monetary contribution imposed on the development consent
$C_2$	Monetary contribution at the time that the contribution is paid
$CPI_1$	Latest "Consumer Price Index: All Groups Index Number 6401.0" for Sydney available from the Australian Bureau of Statistics at the time of granting the relevant development consent
$CPI_2$	Latest "Consumer Price Index: All Groups Index Number 6401.0" for Sydney available from the Australian Bureau of Statistics at the time the contribution is to be paid

The contribution payable will not be less than the contribution that would have been payable for the previous quarter, notwithstanding any indexation calculation.

### 3.9 Deferred or Periodic Payments

Council will not accept the deferred or periodic payment of any monetary contribution required under this Plan.

### 3.10 Refunds of Contributions

Refunding of contributions after they have been paid will only be considered where:

- The Development Consent or Complying Development Certificate is being surrendered and the development will no longer occur; and
- No infrastructure has been constructed (or is programmed to be constructed) with funding from the Contributions Plan that directly benefits\* the subject site between the date of the Development Consent or Complying Development Certificate being issued and the date of the refund request being made; and\*
- The refund is applied for within five years of the Development Consent or Complying Development Certificate being issued.

Refunds will only be paid at the dollar amount initially paid and will not be indexed.

\* Directly benefits means infrastructure has been constructed from the contributions fund that has a direct and meaningful link to the subject development. For example, a footpath or verge improvement, or a road widening, immediately outside the proposed development, that was an infrastructure requirement generated, or partially generated by the development, funded by contributions from the proposed development and would have had a direct benefit to that proposed development.

## **4. General Provisions**

### **4.1 Will Council accept alternatives to a levy?**

The Council may at its absolute discretion accept the dedication of land or provision of a material public benefit or works-in-kind in part or full satisfaction of a ~~section 7.12~~ levy under this Plan.

As a general rule, only land or works directly associated with the roads and traffic improvements, public domain improvements and community facilities as indicated in Appendix 1 may be considered as a material public benefit or work-in-kind in satisfaction of the contributions levy. Applicants must provide full details, costs and valuations of the land or works.

If Council agrees to an alternative to the levy, it will either require the alternative as a condition of consent, or accept it under the terms of a Voluntary Planning Agreement.

### **4.2 Pooling of contributions funds**

To improve Council's ability to deliver infrastructure in a timely and orderly fashion, this Plan authorises monetary contributions paid for different purposes in accordance with this Plan and any other contributions plan approved by Council, to be pooled and applied progressively for those purposes.

The priorities for the expenditure of pooled monetary contributions under this Plan are the priorities for works as set out in the ~~Section 7.12~~ Works Schedule in Appendix 1.

Council may reprioritise the order of projects to align with the actual new development that occurs in a sequence different to that anticipated by this Plan. Council is satisfied that the pooling and progressive application of the money paid will not unreasonably prejudice the carrying into effect, within a reasonable time, of the purposes for which the money was originally paid.

### **4.3 Obligations of accredited certifiers**

#### **4.3.1 Complying development certificates**

This Plan requires that in relation to an application made to an accredited certifier for a complying development certificate (CDC):

- the accredited certifier must, if a complying development certificate is issued, impose a condition under ~~s7.11 or~~ s7.12 of the EP&A, and
- the amount of a levy required by a condition imposed under ~~s7.11 or~~ s7.12 must be determined in accordance with this Plan.

It is the responsibility of the principal certifying authority to accurately calculate and apply the development contribution conditions to complying development certificates. Deferred payments of contributions required by a condition of a complying development certificate will not be accepted.

#### **4.3.2 Construction certificates**

It is the responsibility of a principal certifier (could be Council or a private certifier) issuing a construction certificate to certify that any development contributions required as a condition of development consent or complying development certificate have been paid to the Council prior to the issue of the notice of commencement.

The principal certifier must ensure that the applicant provides a receipt (or receipts) confirming that contributions have been fully paid and copies of such receipts must be included with copies of the certified plans provided to the Council. The levy must be paid in accordance with the requirements of Clause 156 in Division 5 of the EP&A Regulation 2021.

Failure to follow this procedure may render such a certificate invalid and expose the certifier to legal action. The only exceptions to the requirement are where a work in kind, material public benefit and/or dedication of land arrangement has been agreed by the consent authority. In such cases Council will issue a letter confirming that an alternative payment method has been agreed with the applicant.

#### **4.3.3 Occupation certificates**

Section 46 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* require certifiers to confirm that there are no outstanding infrastructure contributions or levies prior to issuing an occupation certificate for development with a proposed cost of \$10million or more, as specified in the cost of works as specified in the development application.

An application for an occupation certificate must include a document from Council certifying that a contribution or levy under section 7.11, 7.12 or 7.24 of the Environmental Planning and Assessment Act 1979 (EP&A Act):

- is not required at any time before the issue of an occupation certificate, or
- is required before the issue of an occupation certificate and the requirement has been met.

#### **4.4 Use of contributions towards plan preparation and administration**

The preparation and ongoing administration of this Plan will incur costs. Council considers that the costs involved are necessary to ensure the efficient provision of amenities and services to meet the demands generated by future developments. As such, Council will recoup the cost of creating this Plan as well as ongoing costs in managing, monitoring and implementing the plan from the contributions received under this Plan.

Appendix 1 - ~~Section 7.12~~Contributions Plan Works Schedule

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
<b>OPEN SPACE</b>			
<b><i>Land acquisition for new open space</i></b>		<b>17,178,062</b>	
<del>Land acquisition in the town centre</del>	Burwood Town Centre	12,492,000.000	2032
14 Burleigh Street, Burwood to consolidate with Elizabeth carpark	Burwood Town Centre	1,562,020.500	Complete
37A Brighton Street, Croydon to enlarge Keith Smith Park	Croydon	1,562,020.500	2032
39 Brighton Street, Croydon to enlarge Keith Smith Park	Croydon	1,562,020.500	2032
<b><i>Embellishment of new open space</i></b>		<b>1,203,308</b>	
Pedestrian link Deane Street (Burwood Road to Mary Street), Burwood	Burwood Town Centre	1,203,308	2026
<b><i>Embellishment of existing open space</i></b>		<b>6,743,241</b>	
Blair Park	Croydon	104,100	2032
Brown Reserve	Croydon Park	36,435	2032
Burwood Park	Burwood Town Centre	2,024,745	2026-2029
Wangal Park	Croydon	<u>250,000</u>	2026-2029
Cooinoo Reserve	Enfield	83,280	2029-2032
Coronation Parade	Enfield	150,945	2026-2032
Flockhart Park	Croydon Park	942,105	2026-2032
Froggart Crescent Reserve	Croydon	52,050	2032
Henley Park	Enfield	1,748,880	2026-2029
Wyatt Avenue landscaped median (Horton Reserve)	Burwood	22,382	2032
Jackett Reserve	Burwood	37,997	2026-2029
Jackson Park	Croydon Park	52,050	2026
Keith Smith Park	Croydon	<u>65,000</u>	2026
King Edward Street Landscape traffic control area	Croydon	7,287	2029
Luke Avenue Landscaped traffic control area	Burwood	1,562	2026
Martin Reserve	Croydon Park	<u>265,000</u>	2026-2029

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Willee Street landscaped median	Enfield	15,615	2029
Prowse Reserve	Croydon	48,407	2029
Rochester Reserve	Croydon	20,820	2032
Russell Street Reserve	Strathfield	3,123	2026
Sanders Reserve	Burwood	41,640	2026-2032
St. Pauls Close	Burwood	3,123	2026
Stanley Street Reserve	Croydon Park	2,082	2026
The Parade	Enfield	1,562	2026
Trelawney Street Landscaped verge	Croydon Park	1,562	2026
Fitzroy Street traffic control area (Reed Reserve)	Croydon	2,082	2026
Walsh Avenue Reserve	Croydon Park	307,095	2026
Whiddon Reserve	Croydon Park	70,788	2026
Willee Street Landscaped verge	Strathfield	2,082	2026
Woodstock Park	Burwood	343,530	2026
Wyatt Avenue Park	Burwood	6,767	2026
Barbara Holborow Reserve	Croydon Park	29,148	2026
<b>COMMUNITY FACILITIES</b>		<b>39,037,500</b>	
Library and Community Hub	Burwood <del>North</del>	2,082,000	2026
Woodstock Community Centre	Burwood	520,500	2026
Burwood Urban Park Arts and Cultural Centre	Burwood Town Centre	20,820,000	2026
Enfield Aquatic Centre upgrades	Enfield	15,615,000	2026
<b>PUBLIC DOMAIN IMPROVEMENTS</b>			
<b><i>Streetscape upgrades – Town Centre beautification</i></b>		<b>38,215,115</b>	
Burwood Road - East side (Meryla Street - Church Street)	Burwood Town Centre	2,646,848	Ongoing
Burwood Road - West side (Burwood Park - Woodside Street)	Burwood Town Centre	2,713,390	Ongoing
Wilga Street - South side	Burwood Town Centre	634,630	Ongoing
Victoria Street East - North side	Burwood Town Centre	732,182	Ongoing



DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Victoria Street East - South side	Burwood Town Centre	670,839	Ongoing
George Street - North side (Shaftesbury Road - Burwood Road)	Burwood Town Centre	582,474	Ongoing
George Street - South side (Shaftesbury Road - Burwood Road)	Burwood Town Centre	912,488	Ongoing
Marmaduke Street between Deane Street and George Street – both sides	Burwood Town Centre	453,989	Ongoing
Deane Street between Shaftesbury Road and Youth Lane – both sides	Burwood Town Centre	453,989	Ongoing
Belmore Street - North side (Conder Street - Shaftesbury Road)	Burwood Town Centre	2,186,583	Ongoing
Belmore Street - South side (Conder Street - Shaftesbury Road)	Burwood Town Centre	1,097,799	Ongoing
Conder Street - West side (Livingstone Street to Railway Parade)	Burwood Town Centre	588,882	Ongoing
Conder Street - East side (Norwood Street to Railway Parade)	Burwood Town Centre	530,563	Ongoing
Wynne Avenue - both sides	Burwood Town Centre	953,741	Ongoing
George Street - North side (Park Road - Burwood Road)	Burwood Town Centre	576,012	Ongoing
George Street - South side (Park Road - Burwood Road)	Burwood Town Centre	696,965	Ongoing
Victoria Street West - South side (Dunns Lane – Park Road)	Burwood Town Centre	403,781	Ongoing
Park Avenue - South side	Burwood Town Centre	918,956	Ongoing
Park Avenue - North side	Burwood Town Centre	1,400,743	Ongoing
Mary Street - both sides	Burwood Town Centre	1,319,363	Ongoing
Comer Street - South side (Park Road - Burwood Road)	Burwood Town Centre	1,064,330	Ongoing
Railway Crescent from Park Road to John Street north side and John Street from Railway Crescent to George Street – both sides	Burwood Town Centre	110,117	Ongoing
John Street - George Street to Victoria Street – both sides	Burwood Town Centre	89,168	Ongoing
Place Underground Low Voltage Aerial Supply Line	Burwood Town Centre	11,090,797	Ongoing
Place Underground Low Voltage Customer Service Line	Burwood Town Centre	2,928,138	Ongoing
Bus Stops, Shelters, Seats and Bins	Burwood Town Centre	874,324	Ongoing
Shaftesbury Road - East side (Victoria Street East to Deane Street)	Burwood Town Centre	803,271	Ongoing
Town Centre Upgrades - various locations (not mentioned above)	Burwood Town Centre	780,750	Ongoing
<b>Street Closures and Shared Ways</b>		<b>1,301,250</b>	
Conder Street - pedestrianised zone outside Burwood Public School	Burwood Town Centre	260,250	Ongoing
Clarendon Place – pedestrianised zone	Burwood Town Centre	260,250	Ongoing

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Deane Street (Mary Street to Burwood Road) - Shared Zone	Burwood Town Centre	260,250	Ongoing
Wynne Avenue pedestrianised zone	Burwood Town Centre	260,250	Ongoing
Railway Crescent (John Street to Burwood Road) - closure for pedestrian use	Burwood Town Centre	260,250	Ongoing
Investigations into upgrades of Car Park and Street closure land at Paisley Road and The Strand	Croydon	150,000	2026
<b>Footpath upgrades</b>		<b>4,025,862</b>	
Albert Crescent (Cheltenham Road - Lucas Road), North / West	Burwood/Croydon	41,640	2032
Albert Crescent (Cheltenham Road - Brand Street), North / West	Croydon	20,820	2032
Alfred Street (Grogan Street - No 3 & No 2), both sides	Croydon	52,050	2032
Angelo Street, both sides	Burwood	124,920	2029
Bay Street (Acton Street - Dawson Street), North / West	Croydon	26,025	2032
Bay Street (Dawson Street - Lang Street), North / West	Croydon	26,025	2032
Boronia Avenue, Croydon – both sides	Croydon	62,460	2032
Boronia Avenue, Burwood - South / East	Burwood	31,230	2032
Britannia Avenue (No 29 – Comer Street), North / West	Burwood	104,100	2032
Burwood Road (Lily Street to Bligh Street), North / West	Enfield	41,640	2026
Clifton Avenue (Shaftesbury Road – Wallace Street), South / East	Burwood	41,640	Complete
Conder Street (Hornsey Street – Livingston Street), North / West	Burwood	104,100	2032
Esher Street (New Street - Meryla Street), South / East	Burwood	31,230	Complete
Ethel Street, both sides	Burwood	104,100	2029
Georges River Road (Burwood Road - Beaufort Street), North / West	Croydon Park	104,100	2032
George Street (Burwood Road - Shaftesbury Road), both sides	Burwood Town Centre	166,560	2026
Gloucester Avenue, East side	Burwood	31,230	2032
Henry Street, both sides	Strathfield	20,820	2029
Hornsey Street (Conder Street – Wentworth Road), both sides	Burwood	88,485	2032
Ilfracombe Avenue ( Park Road to end), North side	Burwood	46,845	Complete
Liverpool Road (Greenhills Street - Coronation Parade), both sides	Various suburbs	1,041,000	2032
Lucas Road – various between Parramatta Road and Albert Crescent	Burwood	416,400	2032

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Marmaduke Street, East side	Burwood Town Centre	15,615	2032
Paisley Road (Shaftesbury Road - The Strand), both sides	Burwood/Croydon	156,150	2029
Parramatta Road (Luke Avenue - Shaftesbury Road), South / East	Burwood	72,870	2032
Parramatta Road (No 314 - Esher Street - Burwood Road), South / East	Burwood	52,050	2032
Parramatta Road (Burwood Road - Neich Parade), South / East	Burwood	52,050	2032
Richmond Street, both sides	Croydon	46,845	2032
Royce Avenue (Cheltenham Road – Parramatta Road, both sides)	Croydon	62,460	2032
Seale Street (Burwood Road - Quandong Avenue, both sides; Quandong Avenue - Angelo Street, South/East)	Burwood	53,091	2032
Shaftesbury Road (various between Milton Street and Meryla Street)	Burwood	46,845	2032
Shaftesbury Road (various between Meryla Street and Wyalong Street)	Burwood	208,200	2029
Simpson Avenue, both sides	Burwood	31,230	2032
Tahlee Street, South / East	Burwood	75,171	2032
Victoria Street (No 1 - Shaftesbury Road), both sides	Burwood	124,920	2032
Waimea Street (Cheltenham Road - No 1B - Lucas Road), South / East	Burwood	20,820	2032
Webb Street (Irrara Street - Orchard Street), East side	Croydon	36,435	2032
Wentworth Road (Russell Street - Hornsey St), South / East	Burwood	26,025	2032
Wentworth Road (Arrowfield Avenue - Liverpool Road), North / West	Strathfield	20,820	2032
Willee Street (Liverpool Road - Henry Street), North / West	Strathfield	31,230	2032
Young Street (Queen Street - Orchard Street), North / West	Croydon	15,615	2032
<b>ROADS AND TRAFFIC</b>			
<b><i>Intersection works</i></b>	<b>Burwood Town Centre</b>	<b>9,869,637</b>	<b>Ongoing</b>
Burwood Road and Livingstone Street/Clarence Street - New Traffic Signals Multi-Purpose Poles (MPP)	Burwood Town Centre	520,500	Ongoing
Burwood Road and Belmore Street - Traffic Signals Upgrade (MPP)	Burwood Town Centre	520,500	Ongoing
Burwood Road and George Street - New Traffic Signals (MPP)	Burwood Town Centre	520,500	Ongoing
Burwood Road and Victoria Street East – New Traffic Signals (MPP)	Burwood Town Centre	1,457,400	Ongoing
Railway Parade and Conder Street - New Traffic Signals (MPP)	Burwood Town Centre	624,600	Ongoing

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Burwood Road and Deane Street Traffic Signal Upgrade (MPP)	Burwood Town Centre	520,500	Ongoing
Shaftesbury Road and Clarence Street – New Traffic Signals (MPP)	Burwood Town Centre	520,500	Ongoing
<del>Belmore Street and Elizabeth Street – Footpath/Road Widening</del>	<del>Burwood Town Centre</del>	<del>52,050</del>	<del>Ongoing</del>
Shaftesbury Road and Victoria Street East – Road Widening	Burwood Town Centre	1,457,400	Ongoing
Shaftesbury Road and Wilga Street – Road Widening	Burwood Town Centre	1,561,500	Ongoing
Shaftesbury Road and Belmore Street – New Traffic Signals (MPP)	Burwood Town Centre	520,500	Ongoing
Shaftesbury Road and Deane Street – New Traffic Signals (MPP) and Road Widening	Burwood Town Centre	500,000	Ongoing
Marmaduke and Deane Street – Road Widening	Burwood Town Centre	104,100	Ongoing
Belmore Street and Wynne Avenue – New Traffic Signals (MPP)	Burwood Town Centre	520,500	Ongoing
Belmore Street and Conder Street – New Signals (MPP)	Burwood Town Centre	520,500	Ongoing
<b>Street Openings</b>		<b>312,300</b>	
Victoria Street West – future opening of the eastern end at Burwood Road – civil works	Burwood Town Centre	312,300	Ongoing
<b>Road widening</b>		<b>23,286,308</b>	
Shaftesbury Road (east side) - land acquisition	Burwood Town Centre	2,857,545	Ongoing
As above (various – east and west sides) – construction of road widening	Burwood Town Centre	572,550	Ongoing
Victoria Street West – land acquisition	Burwood Town Centre	4,996,800	
As above – construction of road way	Burwood Town Centre	416,400	
Victoria Street East - land acquisition	Burwood Town Centre	6,306,378	Ongoing
As above – construction of road widening	Burwood Town Centre	208,200	Ongoing
George Street East between Burwood Road and Shaftesbury Road - southern side - land acquisition	Burwood Town Centre	1,464,687	Ongoing
As above – construction of road widening	Burwood Town Centre	416,400	Ongoing
Esher Lane, Burwood, north side between Webbs Lane & Esher Street – land acquisition	Burwood	169,163	Ongoing
As above – construction of road widening	Burwood	51,790	Ongoing
16 Lyons Street – land acquisition for Bells Lane widening	Strathfield	4,372,200	Ongoing

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
As Above - construction of road widening	Strathfield	208,200	Ongoing
Wentworth Road, Strathfield, west side between Russell Street and Morwick Street – acquisition of land	Strathfield	273,847	Ongoing
As above - construction of additional approach lane	Strathfield	535,595	Ongoing
As above - construction of kiss and ride lane	Strathfield	220,031	Ongoing
Wentworth Road, Burwood, east side to Liverpool Road – land acquisition	Burwood	154,683	Ongoing
As above - construction of additional approach lane	Burwood	61,841	Ongoing
<b>Bridges widening</b>		<b>52,050,000</b>	
Shaftesbury Road Bridge	Burwood Town Centre	26,025,000	Ongoing
Wentworth Road Bridge	Burwood/Strathfield	26,025,000	Ongoing
<b>Street resurfacing – various roads</b>	<b>Burwood Town Centre</b>	<b>41,640,000</b>	
<b>Street resurfacing – identified roads</b>		<b>7,807,500</b>	
Baker Street (Ann Street - end)	Enfield	93,690	2026
Boyle Street (Georges River Road – Violet Street)	Croydon Park	124,920	2026
Claude Lane	Croydon	41,640	2032
Esher Street	Burwood	208,200	2026
Gordon Street	Burwood	260,250	2026
Grogan Street	Croydon	145,740	2026
Launcelot Avenue	Croydon Park	104,100	2029
Llangollan Avenue	Enfield	57,255	2026
Meta Street (Young Street - end)	Croydon	52,050	2032
Mt Pleasant Avenue	Burwood	156,150	2032
Nance Lane	Croydon Park	41,640	2032
Orontes Lane	Burwood	62,460	2032
Sherars Avenue	Strathfield	52,050	2026
Victoria Street (Burwood Road - Shaftesbury Road)	Burwood Town Centre	624,600	2026

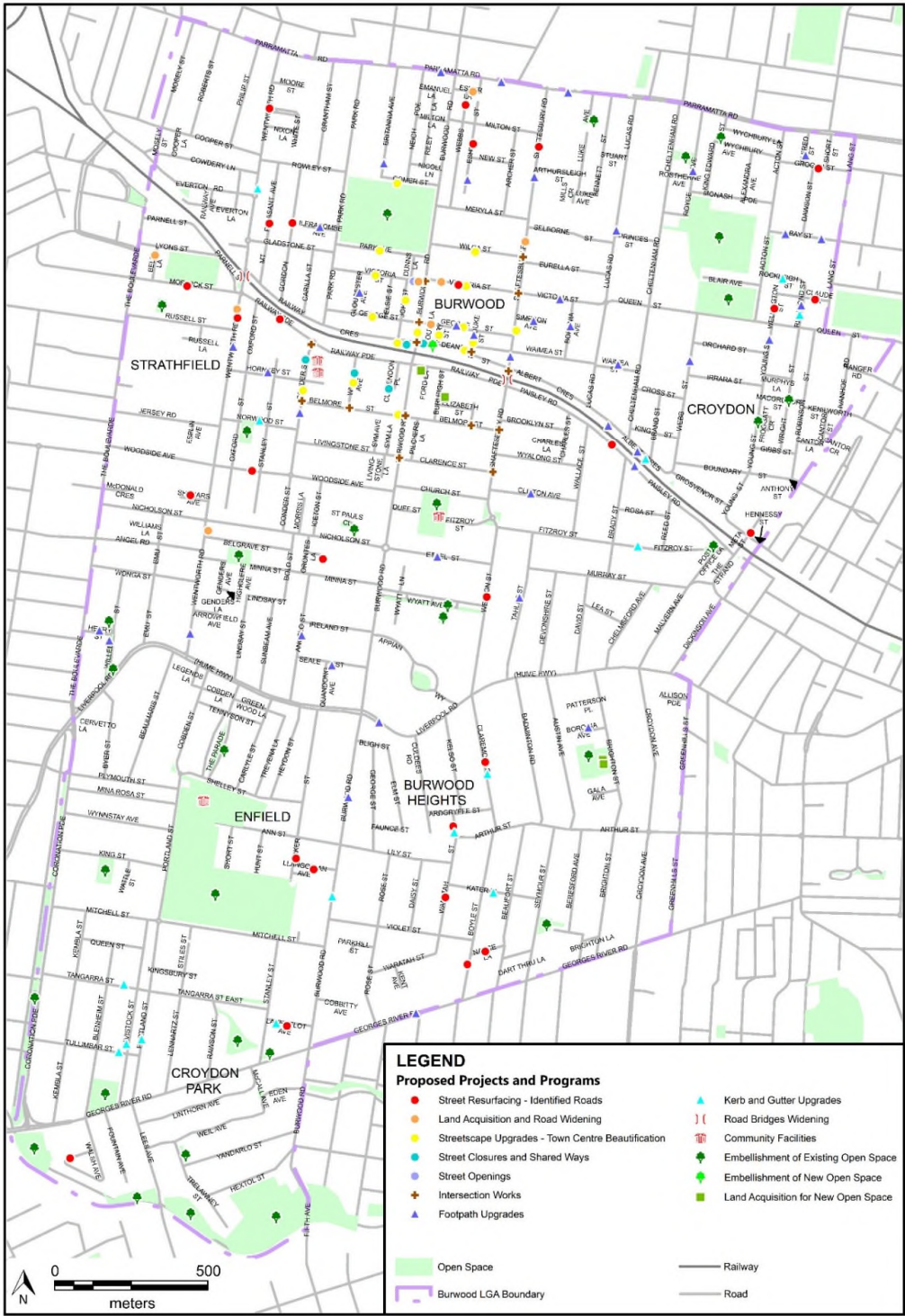
DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Walsh Avenue (No 72 - No 9)	Croydon Park	104,100	2029
Waratah Street (Violet Street - Lily Street)	Croydon Park	187,380	2029
Waratah Street (Arthur Street - Ardgyffe Street)	Burwood Heights	124,920	2032
Webbs Lane (Milton Street - Esher Lane)	Burwood	78,075	2032
Wellington Street	Croydon	52,050	2026
Wentworth Road (Railway Parade - Russell Street)	Strathfield / Burwood	364,350	2032
Woodside Avenue (Conder Street - Wentworth Road)	Burwood	249,840	2032
Paisley Road – Shaftesbury Road to The Strand	Burwood / Croydon	3,331,200	2032
Shaftesbury Road – Meryla Street to Parramatta Road	Burwood	218,610	2026
Weldon Street - Liverpool Road to Fitzroy Street	Burwood	312,300	2026
Claremont Road – Arthur Street to Liverpool Road	Burwood Heights	239,430	2026
Wentworth Road – Parramatta Road to Cooper Street	Strathfield	176,970	2026
Railway Parade – Oxford Street to Conder Street	Burwood	156,150	2032
Morwick Street – Railway Parade – The Boulevard	Strathfield	187,380	2032
<b>Kerb and Gutter upgrades</b>		983,745	
Albert Crescent (Cheltenham Road - Webb Street), North / West	Croydon	72,870	2032
Burwood Road (Violet Street - Llangollan Avenue), both sides	Enfield / Croydon Park	72,870	2032
Claremont Road (Liverpool Road – Arthur Street), South / East	Burwood Heights	72,870	2032
Fitzroy Street (Brady Street - Reed Street), North side	Croydon	41,640	2032
Kater Place (Boyle Street - Beaufort Street), North / West	Croydon Park	31,230	2032
Launcelot Avenue, both sides	Croydon Park	52,050	2032
Norwood Street (Conder Street - Oxford Street), both sides	Burwood	72,870	2032
Portland Street (Georges River Road - Tangarra Street), North / West - both sides	Enfield	114,510	2032
<del>Richmond Street, both sides</del>	<del>Croydon</del>	<del>31,230</del>	<del>2032</del>
<del>Rockleigh Street, both sides</del>	<del>Croydon</del>	<del>62,460</del>	<del>2032</del>
Tangarra Street (Blenheim Street - Portland Street), both sides	Croydon Park	41,640	2032
Tavistock Street (Georges River Road - Tullimbar Street & Tullimbar Street - Tangarra Street), both sides	Croydon Park	114,510	2032

DESCRIPTION OF WORKS	LOCATION	COST ESTIMATE (\$)	STAGING (YEAR/ ONGOING)
Tullimbar Street (Blenheim Street to Portland Street both sides)	Croydon Park	104,100	2032
Waratah Street (Arthur Street - Ardgyffe Street), South / East	Burwood Heights	20,820	2032
Wentworth Road (Rowley Street - Gladstone Street), both sides	Strathfield / Burwood	78,075	2032

UPGRADES OF STORMWATER PIPES				
<i>Diameter of pipes (mm)</i>	<i>Length (m)</i>		<b>9,611,813</b>	
150	113	No specific location – subject to more detailed investigation	58,817	2026
225	1557		810,419	2026
300	3352		1,744,976	2026
375	4,906		2,553,703	2026
450	2,400		1,249,590	2026
525	502		261,161	2026
600	1337		696,039	2026
675	293		152,507	2026
750	543		282,762	2026
900	998		519,199	2026
1050	225		116,852	2026
1200	507		263,894	2026
1350	211		109,826	2026
1500	213		110,997	2026
1650	151		78,726	2026
Open Chanel – 1	391		203,646	2026
Open Chanel – 2	766		398,703	2026
Total Cost Estimate (Exc Admin)			<b>\$253,265,003</b>	
Administration of the Plan		1.5% of total cost of Plan (\$257,119,547 x 1.5%)	<b>\$3,856,793</b>	
<b>GRAND TOTAL</b>			<b>\$257,119,547</b>	



Appendix 2 – Mapping of Site Specific Works





### **Appendix 3 – Determination of Proposed Cost of Development**

(Clause 208 of the Environmental Planning and Assessment Regulation 2021)

#### **208 Determination of proposed cost of development**

- (1) The proposed cost of carrying out development must be determined by the consent authority by adding up all the costs and expenses that have been or will be incurred by the applicant in carrying out the development.*
- (2) The costs of carrying out development include the costs of, and costs incidental to, the following—*
  - (a) if the development involves the erection of a building or the carrying out of engineering or construction work—*
    - (i) erecting the building or carrying out the work, and*
    - (ii) demolition, excavation and site preparation, decontamination or remediation,*
  - (b) if the development involves a change of use of land—doing anything necessary to enable the use of the land to be changed,*
  - (c) if the development involves the subdivision of land—preparing, executing and registering—*
    - (i) the plan of subdivision, and*
    - (ii) the related covenants, easements or other rights.*
- (3) In determining the proposed cost, a consent authority may consider an estimate of the proposed cost that is prepared by a person, or a person of a class, approved by the consent authority to provide the estimate.*
- (4) The following costs and expenses must not be included in an estimate or determination of the proposed cost—*
  - (a) the cost of the land on which the development will be carried out,*
  - (b) the costs of repairs to a building or works on the land that will be kept in connection with the development,*
  - (c) the costs associated with marketing or financing the development, including interest on loans,*
  - (d) the costs associated with legal work carried out, or to be carried out, in connection with the development,*
  - (e) project management costs associated with the development,*
  - (f) the cost of building insurance for the development,*
  - (g) the costs of fittings and furnishings, including refitting or refurbishing, associated with the development, except if the development involves an enlargement, expansion or intensification of a current use of land,*
  - (h) the costs of commercial stock inventory,*
  - (i) the taxes, levies or charges, excluding GST, paid or payable in connection with the development by or under a law,*

- (j) the costs of enabling access by people with disability to the development,*
  - (k) the costs of energy and water efficiency measures associated with the development,*
  - (l) the costs of development that is provided as affordable housing,*
  - (m) the costs of development that is the adaptive reuse of a heritage item.*
- (5) The proposed cost may be adjusted before payment of a development levy, as specified in a contributions plan, to reflect quarterly or annual variations to readily accessible index figures adopted by the plan between the day on which the proposed cost was determined by the consent authority and the day by which the development levy must be paid.*

*Example—*

*A contributions plan may adopt the Consumer Price Index.*

- (6) To avoid doubt, this section does not affect the determination of the fee payable for a development application.*

#### Appendix 4 – Condition of Consent

Condition	Reason
<p><b>Payment of <del>development</del> contributions</b></p> <p>Before the issue of a construction certificate or &lt;INSERT ALTERNATIVE TIMING&gt;, the applicant must pay a total contribution of &lt;INSERT \$XX&gt; as calculated at the date of this consent to Council under sections <del>7.11 and</del> 7.12 of the EP&amp;A Act, in accordance with the Burwood <del>Section 7.12</del> Local Infrastructure Contributions Plan. The total amount payable may be adjusted at the time the payment is made, in accordance with the provisions of the Burwood <del>Section 7.12</del> Local Infrastructure Contributions Plan.</p> <p>A copy of the development contributions plan is available for inspection on the Burwood Council website &lt;insert link to plan&gt;.</p>	<p>To address the increased demand for local infrastructure resulting from the approved development</p>

Appendix 5: Cost Summary Report Form for Development Costing \$100,000 - \$500,000



## Cost Summary Report

- To be completed for all development costing between \$100,000 and \$500,000.
- To be completed by the applicant or a nominated representative such as the Project Architect or Project Manager.
- Refer to Clause 208 of the EP&A Regulation 2021 (see Appendix 3).

DEVELOPMENT APPLICATION No. ....

and/or

Complying Development Certificate Application No. ....

and/or

CONSTRUCTION Certificate No. .... Date: .....

Applicant's Name: .....

Applicant's Address: .....

Development Description: .....

Development Address: .....

Parking/Garaging Area (m<sup>2</sup>)

Total Construction Area (exc. Parking/Garaging) (m<sup>2</sup>)


DESCRIPTION OF COST	APPLICANT'S GENUINE ESTIMATE
Erecting the building or carrying out the work	
Demolition	\$
Excavation	
Site preparation (e.g. clearing vegetation, decontamination or remediation)	\$
Preliminaries (e.g. scaffolding, hoarding, fencing, site sheds, waste management)	\$
Construction and Engineering Costs	\$
Change of Use (doing anything necessary to enable the change of use of the land)	\$
Subdivision (preparing, executing and registering the plan of subdivision, and the related covenants, easements or other rights.	\$
Services (e.g. plumbing, mechanical, fire lift)	\$

Burwood ~~Section 7.12~~ Local Infrastructure Contributions Plan

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External works (e.g. landscaping, driveways, parking, pools)	\$
External services (e.g. gas, telephone, electricity connection to mains)	\$
Other (specify)	\$
Margin	\$
Goods and Services Tax	\$
<b>TOTAL</b>	\$

Note: If works do not form part of your application, inset "N/A".

I certify that I have:

- Provided the genuine costs of the development proposed by this application and these costs are based on industry recognised prices;
- Included GST in the calculation of development costs;
- Calculated the development costs in accordance with the definition of development costs in Clause 208 of the Environmental Planning and Assessment Regulation 2021, at current prices;
- **Acknowledged that Council may review the information provided and may seek further information or make its own fee determination.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appendix 6: Detailed Cost Report Form for Development Costing More Than \$500,000



**Detailed Cost Report by a Registered Quantity Surveyor**

- To be completed for all development that costs more than \$500,000 (that is, not covered by Appendix 5).
- To be completed by a Quantity Surveyor registered with the Australian Institute of Quantity Surveyors or a person who can demonstrate an equivalent qualification.
- Refer to Clause 208 of the EP&A Regulation 2021 (see Appendix 3).

DEVELOPMENT APPLICATION No. ....

and/or

COMPLYING DEVELOPMENT CERTIFICATE APPLICATION No. ....

and/or

CONSTRUCTION CERTIFICATE No. ....

DATE: .....

Applicant's Name: .....

Applicant's Address: .....

Development Description: .....

Development Address: .....

DEVELOPMENT DETAILS:	
Gross Floor Area – Commercial	m <sup>2</sup>
Gross Floor Area – Residential	m <sup>2</sup>
Gross Floor Area – Retail	m <sup>2</sup>
Gross Floor Area – Car Parking	m <sup>2</sup>
Gross Floor Area – Other	m <sup>2</sup>
Total Gross Floor Area	m <sup>2</sup>
Total Site Area	m <sup>2</sup>
Total Car Parking Spaces	
Total Development Cost	\$
Total Construction Cost	\$
Total GST	\$

<b>ESTIMATE DETAILS:</b>	
<b>Excavation</b>	\$
Cost per square metre of site area	\$/m <sup>2</sup>
<b>Demolition and Site Preparation</b>	\$
Cost per square metre of site area	\$/m <sup>2</sup>
<b>Construction – Commercial</b>	\$
Cost per square metre of commercial area	\$/m <sup>2</sup>
<b>Construction - Residential</b>	\$
Cost per square metre of residential area	\$/m <sup>2</sup>
<b>Construction – Retail</b>	\$
Cost per square metre of retail area	\$/m <sup>2</sup>
<b>Car Parking</b>	\$
Cost per square metre of site area	\$/m <sup>2</sup>
Cost per space	\$/space
<b>Fit-out – Commercial</b>	\$
Cost per m <sup>2</sup> of commercial area	\$/m <sup>2</sup>
<b>Fit-out – Residential</b>	\$
Cost per m <sup>2</sup> of residential area	\$/m <sup>2</sup>
<b>Fit-out – Retail</b>	\$
Cost per m <sup>2</sup> of retail area	\$/m <sup>2</sup>
<b>Professional Fees</b>	\$
% of Development Cost	%
% of Construction Cost	%

I certify that I have:

- Inspected the plans the subject of the application for development consent or construction certificate;
- Prepared and attached an elemental estimate generally prepared in accordance with the Australian Cost Management Manuals from the Australian Institute of Quality Surveyors (AIQS);
- Calculated the development costs in accordance with the definition of development costs in Clause 208 of the Environmental Planning and Assessment Regulation 2021, at current prices;
- Included GST in the calculations of development costs;
- Measured gross floor areas in accordance with the Method of Measurement of Building Area in the AIQS Cost Management Manual Volume 1 (Appendix A2);
- **Acknowledged that Council may review the information provided and may seek further information or make its own fee determination.**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Company: \_\_\_\_\_

Registration as Member of the Australian Institute of Quality Surveyors: \_\_\_\_\_

Date: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Contact Address: \_\_\_\_\_

## **(Item 43/24) Referral Of The Annual Financial Reports for 2023-24 to Council's Auditors**

File No: 24/29863

Report by Director Corporate Services

### **Summary**

Council's Financial Reports must be in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2021* (the Regulation), the Australian Accounting Standards, the Local Government Code of Accounting Practice and Financial Reporting and the Local Government Asset Accounting Manual. This is to ensure that the Financial Reports for each year fairly present the Council's operating result and financial position for the year.

In accordance with Section 413 of the Act, Council's Annual Financial Reports must be authorised for referral to the Auditor for audit.

### **Operational Plan Objective**

2.3.1 – Identify and maintain additional revenue sources to ensure financial sustainability

### **Background**

Sections 413, 415 and 416 of the Act require Council's Annual Financial Reports for 2023-2024 to be prepared, referred to audit and audited by 31 October 2023. In relation to this process, Council is required to authorise the referral of the Annual Financial Reports to Council's External Auditor (NSW Audit Office). Section 413 of the Act states that the Annual Financial Reports must be accompanied by a Statement of Council's opinion on the general purpose financial report made pursuant to a resolution of Council and the Regulation requires that statement be signed by the:

- Mayor
- Deputy Mayor
- General Manager
- Responsible Accounting Officer

The Annual Financial Reports for 2023-2024 are subject to review by the External Auditor (NSW Audit Office) before they can be finalised.

### **Proposal**

The 2023-2024 Annual Financial Reports are required to be completed before audit commences and Council must provide a "Statement by Councillors and Management for the General Purpose Financial Reports and the Special Purpose Financial Reports for the year ended 30 June 2024" that is signed by the Mayor, Deputy Mayor, General Manager and Finance Manager (Responsible Accounting Officer).

The commencement of the audit will take place during September 2024. Due to the early Council meeting in August 2024, and the fact that no Council meeting will occur during September 2024 due to the Council Elections, other arrangements must be made for those statements to be appropriately signed and referred for audit.

It is proposed that the Draft Annual Financial Statements be circulated and completed out of session and before the commencement of Audit, and that the Mayor and Deputy Mayor be authorised to sign the "Statement by Councillors and Management for the General Purpose Financial Reports and the Special Purpose Financial Reports for the year ended 30 June 2024" on behalf of Council.



**Consultation**

The audited Annual Financial Reports will be presented to the Audit, Risk and Improvement Committee during October 2024, prior to completion of the external audit process. The Committee's comments will be included as part of the report to Council for the presentation of Council's Audited Annual Financial Reports for 2023-2024.

**Conclusion**

The Annual Financial Reports provide a snapshot of Council's operating performance and its financial position at a point in time and their completion and presentation is a statutory requirement under the Act and the Regulation. This proposal ensures those requirements can be met this year with the delegated authority of the Council.

**Recommendation(s)**

That in accordance with Section 413(2)(c) of the *Local Government Act 1993* and Clause 215 of the *Local Government (General) Regulation 2021*, Council resolve the following:

1. That the Draft Annual Financial Report for 2023-2024 be circulated to all councillors out of session.
2. That authority is granted to the Mayor, the Deputy Mayor, the General Manager and the Responsible Accounting Officer to sign the Statements by Councillors and Management for the General Purpose Financial Reports and the Special Purpose Financial Reports for the Year Ended 30 June 2024, once the Draft Annual Financial Statements have been circulated.
3. That the signed statement be attached to the 2023-2024 Unaudited Annual Financial Reports and presented to Council's Auditor (NSW Audit Office) for the completion of the audit.
4. That the Auditor be invited to attend the Audit, Risk and Improvement Committee Meeting in October 2024 that will review the Annual Financial Reports.

**Attachments**

There are no attachments for this report.

**(Item 44/24) Investment Report as at 30 June 2024**

File No: 24/25662

Report by Director Corporate Services

**Summary**

In accordance with Clause 212 of the *Local Government (General) Regulation 2005*, this report details all money that Council has invested under Section 625 of the *Local Government Act 1993*.

**Operational Plan Objective**

A.103 Implement and monitor appropriate investment strategies and prepare monthly investment reports.

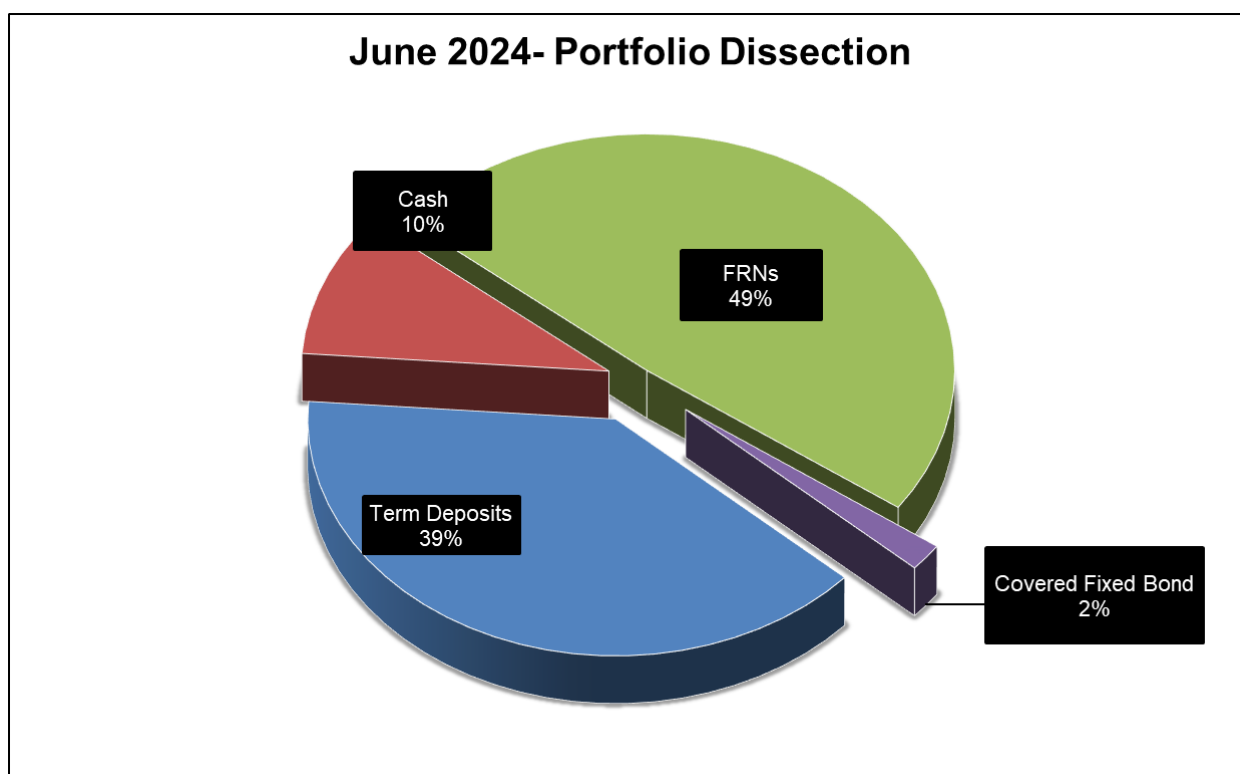
**Background**

As provided for in Clause 212 of the *Local Government (General) Regulation 2005*, a report listing Council's investments must be presented to Council.

Council's investments are made up of a number of direct investments, some of which are managed or advised by external agencies.

**Investment Portfolio**

Council has a diversified investment portfolio and has a number of direct investments in term deposits. Its investment portfolio as at 30 June 2024 is:



As at 30 June 2024 Council held the following term deposits:

Purchase Date	Financial Institution	Principal Amount	Interest Rate	Investment Days	Maturity Date
09 Oct 23	SunCorp	4,000,000	5.15%	274	09 Jul 24
10 Oct 23	NAB	4,000,000	5.17%	365	09 Oct 24
02 Nov 23	CBA	3,000,000	5.40%	364	31 Oct 24
22 Feb 24	NAB	3,000,000	5.08%	365	21 Feb 25
21 May 24	SunCorp	4,000,000	5.20%	300	17 Mar 25
27 Jun 24	NAB	3,000,000	5.50%	364	26 Jun 25
	<b>Total</b>	<b>21,000,000</b>			

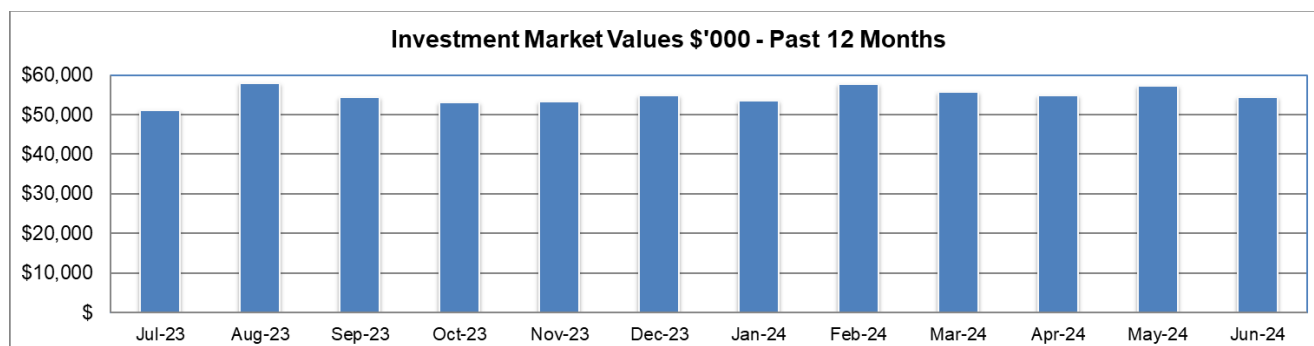
As at 30 June 2024 Council held the following covered fixed bonds:

Purchase Date	Financial Institution	Principal Amount	Interest Rate	Investment Days	Maturity Date
17 Oct 22	SunCorp	1,000,000	4.85%	1,096	17 Oct 25
	<b>Total</b>	<b>1,000,000</b>			

As at 30 June 2024 Council held the following Floating Rate Notes:

Purchase Date	Financial Institution	Principal Amount	Current Coupon Rate	Investment Days	Maturity Date
16 Jun 21	MyState Bank Ltd	2,500,000	5.0209%	1,461	16 Jun 25
24 Aug 21	National Australia Bank	1,500,000	4.7503%	1,826	24 Aug 26
11 Aug 22	Westpac	1,800,000	5.1704%	1,096	11 Aug 25
18 Aug 22	Commonwealth Bank of Australia	2,400,000	5.3625%	1,826	18 Aug 27
13 Oct 22	MyState Bank Ltd	1,500,000	5.6554%	1,096	13 Oct 25
17 Oct 22	Suncorp-Metway Limited	800,000	5.2391%	1,096	17 Oct 25
07 Nov 22	Sumitomo Mitsui Banking Sydney	2,000,000	5.5181%	1,096	07 Nov 25
13 Jan 23	Commonwealth Bank of Australia	3,000,000	5.5054%	1,826	13 Jan 28
19 Jan 23	Rabobank U.A Australia Branch	1,500,000	5.5425%	1,826	19 Jan 28
10 Feb 23	Newcastle Permanent Building Society	1,000,000	5.3818%	1,461	10 Feb 27
03 Mar 23	HSBC Sydney Branch	2,000,000	5.3992%	1,827	03 Mar 28
16 Mar 23	United Overseas Bank Sydney	2,000,000	5.1009%	1,096	16 Mar 26
18 May 23	Suncorp-Metway Limited	1,500,000	5.3925%	1,096	18 May 26
16 Jun 23	QPCU Limited T/A QBANK	2,750,000	6.0709%	1,096	16 Jun 26
	<b>Total</b>	<b>26,250,000</b>			

The following graph highlights Council's investment balances for the past 12 months:



Council's investment portfolio is recognised at market value and some of its investments are based on the midpoint valuations of the underlying assets and are subject to market conditions that occur over the month.

Council's investment balances as at reporting date are detailed in Attachment 1. Definitions on the types of investments are detailed in Attachment 2.

### **Investment Performance and Market Commentary**

At the Reserve Bank of Australia (RBA) meeting on the 18 June 2024, the Board decided to leave the official cash rate at 4.35 per cent. According to the Statement by the Reserve Bank board "...Inflation has fallen substantially since its peak in 2022, as higher interest rates have been working to bring aggregate demand and supply closer towards balance. But the pace of decline has slowed in the most recent data, with inflation still some way above the midpoint of the 2–3 per cent target range. Over the year to April, the monthly CPI indicator rose by 3.6 per cent in headline terms, and by 4.1 per cent excluding volatile items and holiday travel, which was similar to its pace in December 2023.

Broader data indicate continuing excess demand in the economy, coupled with elevated domestic cost pressures, for both labour and non-labour inputs. Conditions in the labour market eased further over the past month but remain tighter than is consistent with sustained full employment and inflation at target. Wages growth appears to have peaked but is still above the level that can be sustained given trend productivity growth. Recent data revisions suggest that consumption over the past year was stronger than previously suggested. At the same time, output growth has been subdued, and consumption per capita has been declining, as households restrain their discretionary expenditure and inflation weighs on real incomes.

The economic outlook remains uncertain and recent data have demonstrated that the process of returning inflation to target is unlikely to be smooth.

The central forecasts published in May were for inflation to return to the target range of 2–3 per cent in the second half of 2025 and to the midpoint in 2026. Since then, there have been indications that momentum in economic activity is weak, including slow growth in GDP, a rise in the unemployment rate and slower-than-expected wages growth. At the same time, the revisions to consumption and the saving rate and the persistence of inflation suggest that risks to the upside remain. Recent budget outcomes may also have an impact on demand, although federal and state energy rebates will temporarily reduce headline inflation. The persistence of services price inflation is a key uncertainty. Also, although growth in unit labour costs has eased, it remains high. Productivity growth needs to pick up in a sustained way if inflation is to continue to decline.

There is uncertainty around consumption growth. Real disposable incomes have now stabilised and are expected to grow later in the year, assisted by lower inflation and tax cuts. There has also been an increase in wealth, driven by housing prices. Together, these factors are expected to support growth in consumption over the coming year. But there is a risk that household consumption picks up more slowly than expected, resulting in continued subdued output growth and a noticeable deterioration in the labour market.

More broadly, there are uncertainties regarding the lags in the effect of monetary policy and how firms' pricing decisions and wages will respond to the slower growth in the economy at a time of excess demand, and while conditions in the labour market remain tight.

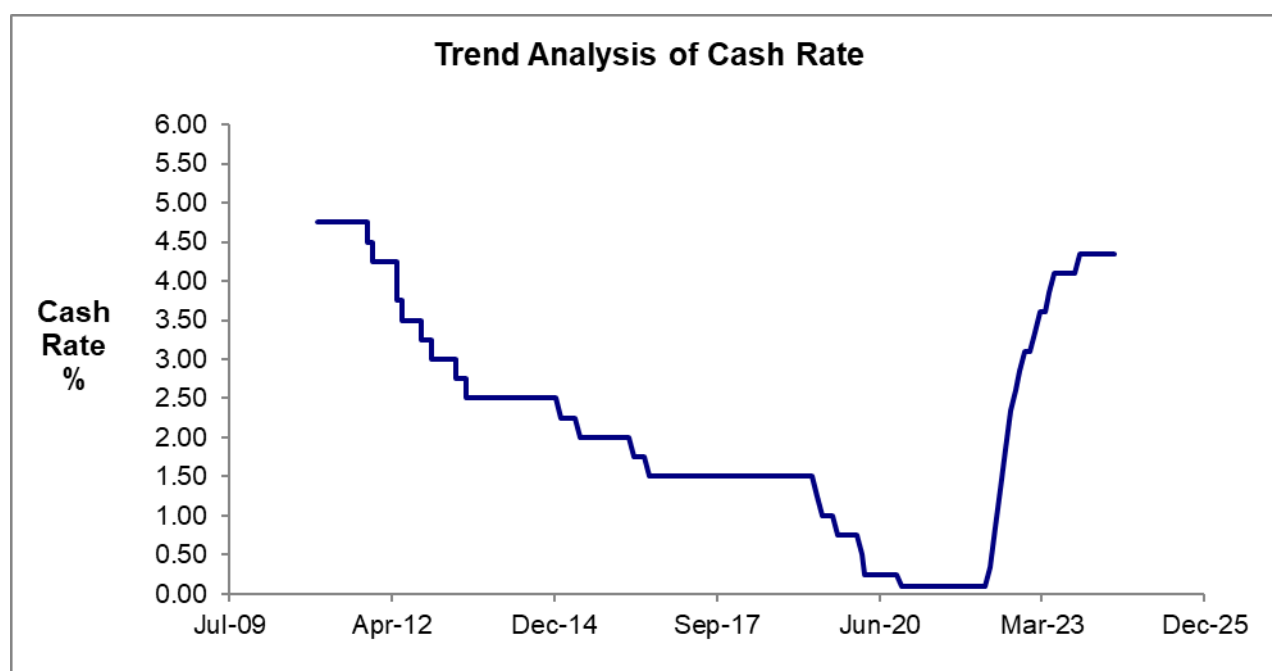
There also remains a high level of uncertainty about the overseas outlook. Output growth in most advanced economies appears to have troughed. There has been improvement in the outlook for the Chinese and US economies, and many commodity prices have picked up. Some central banks have eased policy, although they remain alert to the risk of persistent inflation. Nevertheless, geopolitical uncertainties, including those related to the conflicts in the Middle East and Ukraine, remain elevated, which may have implications for supply chains.

Returning inflation to target within a reasonable timeframe remains the Board's highest priority. This is consistent with the RBA's mandate for price stability and full employment. The Board needs to be confident that inflation is moving sustainably towards the target range. To date, medium-term

inflation expectations have been consistent with the inflation target and it is important that this remains the case.

Inflation is easing but has been doing so more slowly than previously expected and it remains high. The Board expects that it will be some time yet before inflation is sustainably in the target range. While recent data have been mixed, they have reinforced the need to remain vigilant to upside risks to inflation. The path of interest rates that will best ensure that inflation returns to target in a reasonable timeframe remains uncertain and the Board is not ruling anything in or out. The Board will rely upon the data and the evolving assessment of risks. In doing so, it will continue to pay close attention to developments in the global economy, trends in domestic demand, and the outlook for inflation and the labour market. The Board remains resolute in its determination to return inflation to target and will do what is necessary to achieve that outcome.”

The following graph provides information on the current RBA monetary policy:



### **Recommendation(s)**

1. That the investment report for 30 June 2024 be received and endorsed.
2. That the Certificate of the Responsible Accounting Officer be received and noted.

### **Attachments**

1. [Investment Register June 2024](#)
2. [Investment Types](#)

## Investment Register June 2024

BURWOOD COUNCIL  
INVESTMENT PORTFOLIO  
as at 30 June 2024

Investment Adviser	Issuer	ADI or N-ADI	Investment Name	Type	Rating S&P	Invested Amount	Market Value as at 30/04/2024	Market Value as at 31/05/2024	Market Value as at Reporting Date	% of Total Invested
<b>Cash</b>										<b>9.75</b>
Council	Commonwealth Bank	ADI	Operating Account	Cash	AA-	1,698,928	956,010	4,717,361	1,698,928	3.13
Council	Commonwealth Bank	ADI	Cash Deposit Account	At Call	AA-	0	-	-	-	0.00
Council	Commonwealth Bank	ADI	Online Saver	At Call	AA-	3,594,249	3,768,390	2,584,700	3,594,249	6.61
Council	AMP Bank Limited	ADI	AMP Business Saver	At Call	BBB-	1,275	1,268	1,272	1,275	0.00
Council	AMP Bank Limited	ADI	AMP Notice Account	Notice 30 days	BBB-	3,750	3,717	3,733	3,750	0.01
<b>Term Deposits - Less than Three Months</b>										<b>-</b>
										<b>0.00</b>
<b>Term Deposits - Longer than Three Months</b>										<b>39.52</b>
Council	Commonwealth Bank	ADI	Commonwealth Bank	Term Deposit	AA-	-	4,156,712	-	-	0.00
Council	National Australia Bank	ADI	National Australia Bank	Term Deposit	AA-	4,000,000	4,115,015	4,132,579	4,149,576	7.63
Council	National Australia Bank	ADI	National Australia Bank	Term Deposit	AA-	3,000,000	3,028,392	3,041,336	3,053,862	5.62
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Term Deposit	AA-	4,000,000	4,115,134	4,132,630	4,149,562	7.63
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Term Deposit	AA-	4,000,000	-	4,005,699	4,022,795	7.40
Council	Commonwealth Bank	ADI	Commonwealth Bank	Term Deposit	AA-	3,000,000	3,079,890	3,093,649	3,106,964	5.72
Council	National Australia Bank	ADI	National Australia Bank	Term Deposit	AA-	3,000,000	-	-	3,001,356	5.52
Council	Commonwealth Bank	ADI	Commonwealth Bank	Term Deposit	AA-	-	4,083,931	4,101,631	-	0.00
<b>Term Deposits - Covered Fixed Bond</b>										<b>1.85</b>
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Covered Fixed Bond (4.85%) Semi Annual	AA-	1,000,000	1,000,030	1,005,490	1,007,890	1.85
<b>Floating Rate Notes</b>										<b>48.87</b>
Council	MyState Bank Ltd	ADI	MyState Bank Ltd	Floating Rate Notes (90 day BBSW +130 bps)	BBB	1,500,000	1,511,010	1,518,135	1,524,615	2.80
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Covered Floating Bond (90 day BBSW +88 bps)	AA-	800,000	806,160	809,648	812,888	1.50
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Covered Floating Bond (90 day BBSW +105 bps)	AA-	1,500,000	1,527,930	1,514,475	1,520,550	2.80
Council	Rabobank U.A. Australia Branch	ADI	Rabobank U.A. Australia Branch	Floating Rate Notes (90 day BBSW mid + 118 bps)	A	1,500,000	1,518,540	1,527,945	1,533,840	2.82
Council	Commonwealth Bank of Australia	ADI	Commonwealth Bank of Australia	Floating Rate Notes (90 day BBSW +112 bps)	AA-	3,000,000	3,045,870	3,061,410	3,075,030	5.66
Council	The Hongkong and Shanghai Banking Corporation Limited Sydney Branch	ADI	The Hongkong and Shanghai Banking Corporation Limited Sydney Branch	Floating Rate Notes (90 day BBSW +105 bps)	AA-	2,000,000	2,027,860	2,039,560	2,020,420	3.72
Council	United Overseas Bank Ltd Sydney Branch	ADI	United Overseas Bank Ltd Sydney Branch	Floating Rate Notes (90 day BBSW +73 bps)	AA-	2,000,000	2,018,040	2,027,440	2,009,600	3.70
Council	Newcastle Permanent Building Society	ADI	Newcastle Permanent Building Society	Floating Rate Notes (90 day BBSW +138 bps)	BBB	1,000,000	1,001,960	996,690	1,001,220	1.84
Council	Sumitomo Mitsui Banking Corporation Sydney	ADI	Sumitomo Mitsui Banking Corporation Sydney	Floating Rate Notes (90 day BBSW +110 bps)	A	2,000,000	2,040,180	2,023,020	2,031,020	3.74
Council	National Australia Bank	ADI	National Australia Bank	Floating Rate Notes (90 day BBSW +41 bps)	AA-	1,500,000	1,506,255	1,495,965	1,501,905	2.76
Council	MyState Bank Ltd	ADI	MyState Bank Ltd	Floating Rate Notes (90 day BBSW +65 bps)	BBB	2,500,000	2,508,575	2,520,025	2,499,150	4.60
Council	QPCU Limited T/A QBANK	ADI	QPCU Limited T/A QBANK	Floating Rate Notes (90 day BBSW +170 bps)	BBB-	2,750,000	2,790,948	2,806,980	2,779,480	5.11
Council	Westpac Banking Corporation Ltd	ADI	Westpac Banking Corporation Ltd	Floating Rate Notes (90 day BBSW +80 bps)	AA-	1,800,000	1,828,476	1,813,068	1,820,214	3.35
Council	Commonwealth Bank of Australia	ADI	Commonwealth Bank of Australia	Floating Rate Notes (90 day BBSW +102 bps)	AA-	2,400,000	2,446,776	2,426,616	2,436,504	4.48
<b>Grand Total</b>						<b>53,548,202</b>	<b>54,887,070</b>	<b>57,401,056</b>	<b>54,356,643</b>	<b>100.00</b>

Credit Ratings	
<b>AAA</b>	Extremely strong capacity to meet financial commitments Highest Rating
<b>AA</b>	Very strong capacity to meet financial commitments.
<b>A</b>	Strong capacity to meet financial commitments but somewhat susceptible to adverse economic conditions and changes in circumstances.
<b>BBB</b>	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
<b>CCC</b>	Currently vulnerable and dependent on favourable business, financial and economic conditions to meet financial commitments
<b>D</b>	Payment default on financial commitments
<b>+</b>	Means that a rating may be raised
<b>-</b>	Means that a rating may be lowered

## Certificate of Responsible Accounting Officer

I hereby certify that the investments listed have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policies at the time of their placement.



Sarah Seaman

Finance Manager

## Investment Types

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### Types of Investments

Council's investment portfolio consists of the following types of investment:

1. **Cash and Deposits at Call** – Cash and Deposits at Call accounts are a flexible savings facility providing a competitive rate of interest for funds which are at call (available within 24hours). These accounts enable us to control Council's cashflows along with council's General Fund Bank account. Interest rates are updated in accordance with movements in market rates.

The following investments are classified as Cash and Deposits at Call:

- Commonwealth Bank of Australia – Online Saver AA-
- Commonwealth Bank of Australia – Operating Account AA-
- AMP Business Saver and Notice – At Call/Notice BBB-

2. **Floating Rate Notes (FRN)** - FRNs are a contractual obligation whereby the issuer has an obligation to pay the investor an interest coupon payment which is based on a margin above bank bill. The risk to the investor is the ability of the issuer to meet the obligation.

FRNs are either sub-debt or senior-debt which means that they are guaranteed by the bank that issues them with sub-debt notes rated a notch lower than the bank itself. The reason for this is that the hierarchy for payments of debt in event of default is:

1. Term Deposits
2. Global Fixed Income Deposits
3. Senior Debt
4. Subordinated Debt
5. Hybrids
6. Preference shares
7. Equity holders

In the case of default, the purchaser of subordinated debt is not paid until the senior debt holders are paid in full. Subordinated debt is therefore more risky than senior debt.

**(Item 45/24) Christmas Closedown 2024**

File No: 24/27314

Report by Director People & Performance

**Summary**

This report outlines the proposed Christmas/New Year closedown period and the plans to ensure that an appropriate level of service to the Burwood community is maintained.

**Operational Plan Objective**

C.11.4 – Build and maintain strong partnerships and advocate on behalf of the community.

P.55 – Maintain a high-quality workforce that is committed to delivering on our community's and Council's vision and goals.

A.140 – Implement year 3 actions of the Workforce Management Plan.

**Background**

Since the 2021/2022 Christmas and New Year period, Council has had a closedown period of up to two weeks in place. During this time, appropriate staffing levels have been maintained to meet the community's needs, particularly in the Operations area and at the Enfield Aquatic Centre with specific hours of operations.

**Customer Service**

For the last three years, Council's Customer Service Centre has been closed from the last business day prior to Christmas Day until the first business day after New Year's Day. During this time calls are diverted to Council's after-hours call centre provider. Last year an average of 27 calls per day were received by Council's after-hours call centre provider. It is noted that a Council staff member was also monitoring the after-hours calls received during this closedown period to ensure any urgent issues were actioned appropriately.

During the second week of the closedown period, Council has had a skeleton staff in place working in Council's call centre. No face-to-face customer service is provided during this period, but community members are able to contact Council Officers via phone or through our online services. During the second week of the 2023/2024 closedown period, an average of 63 calls per day were received via the call centre.

During 2024, Council has received a daily average of 107 calls per day through the call centre.

**Library and Community Hub**

The Library and Community Hub has also been closed for up to two weeks from the last business day before Christmas Day for the last three years. No services have been provided during this time period.

From 3 September to 31 October 2024, Council will be offering expanded opening hours for the Community Hub as follows:

- Tuesday, Wednesday and Thursday until midnight

It is noted that Council did not receive any complaints from the community regarding the 2023/2024 close-down period.

**Additional Leave (Concession) Days**

For the closedown period over the last three years, it was agreed that eligible employees would receive up to an additional three paid leave (concession) days to cover this period in addition to the employee *Local Government (State) 2023 Award* entitlements. It is noted that these three paid



leave (concession) days are not an employee entitlement and do not form part of employees' terms and conditions of employment. Employees who were required to work during this period received up to three 'time in lieu' days to take at a later date; pro-rata for part-time employees.

The provisions upon which the paid leave (concession) days were made available to staff in 2023/2024 Christmas/New Year period were as follows:

- All eligible employees who had more than 12 months of service were afforded three (3) paid leave (concession) days between the Christmas and New Year period on the condition that they reduced their annual leave balance to no more than 8 weeks by 30 June 2023.
- All eligible employees who had less than 12 months of service were afforded two (2) paid leave (concession) days between the Christmas and New Year period on the condition that they reduced their annual leave balance to no more than 8 weeks by 30 June 2023.

As part of our continued focus on employee wellbeing, including ensuring our staff maintain a positive work/life balance, Council has been actively managing the leave balances of our employees and will continue to do so. Implementing a period of closedown over the Christmas and New Year period of, up to two weeks, will further support the rest and recovery of a workforce that is essential to the community it serves.

### **Proposal**

It is proposed to once again implement an annual closedown for a period in line with the *Local Government (State) Award 2023*. The closedown period is proposed as follows:

- Wednesday, 25 December 2024 up to and including Sunday, 5 January 2025.
- On Tuesday, 24 December 2024, the Library and Community Hub close at 4.45pm (instead of 8pm) to align with the Customer Service Counter.

During this period, Enfield Aquatic Centre will be open as per normal operating hours except for public holidays and Christmas Day where the Centre will operate as follows:

- Public holidays – 8am to 4pm
- Christmas Day – closed

Adjusted hours of work will be implemented for the Community Safety and Operations teams.

Council's after-hours service will take calls from the community between Wednesday, 25 December 2024 and Wednesday, 1 January 2025 inclusive. The after-hours service will also take calls from the community on Saturday, 4 January and Sunday, 5 January 2025.

The Customer Service team will operate Council's call centre on Thursday, 2 January 2025 to Friday, 3 January 2024. The Customer Service desk will be closed during this time, but customer service will be provided via phone or Council's online services.

All other support functions will review their minimal requirements over this period.

It is proposed that Council resolve to provide eligible employees with up to an additional three paid leave (concession) days on the following basis:

- All staff on our payroll who have accrued leave and have more than 12 months' service will be afforded three (3) paid leave (concession) days during the closedown period on the condition that they have reduced/maintained their annual leave balance to no more than 8 weeks by 30 June 2024.
- All staff on our payroll who have accrued leave and have less than 12 months' service will be afforded two (2) paid leave (concession) days during the closedown period on the condition

that they have reduced/maintained their annual leave balance to no more than 8 weeks by 30 June 2024.

If these recommendations are resolved, notification and consultation will commence with employees and the relevant Unions to allow for forward leave planning.

### **Consultation**

Council will provide suitable notification to the community of the operational hours for Council services and facilities during the 2024/2025 closedown period through its website, social media channels and appropriate signage at all of its Service Centres.

### **Notification of Development Applications and Planning Proposals during Christmas/New Year Period**

Notification of development applications and planning proposals over the Christmas/New Year period will be undertaken in accordance with the requirements of Schedule 1 of the Environmental Planning and Assessment Act 1979.

In this regard, for any development application that is submitted between 20 December 2024 and 10 January 2025 (inclusive), the public notification period will be extended to exclude this period from the notification timeframe.

For any planning proposal that is on exhibition over the Christmas/New Year period, the timeframe for notification will exclude the calculation of the period between 20 December 2024 and 10 January 2025 (inclusive).

A period of notification and consultation will commence with employees relating to *Local Government (State) Award 2023* Leave Provisions.

### **Planning or Policy Implications**

No Planning or Policy implications.

### **Financial Implications**

The closedown period will result in an approximate leave liability reduction of up to \$174,000.

### **Conclusion**

This proposal is an extension of the previous Christmas/New Year closedown periods and any service delivery impact will be adequately managed through suitable notification to the community. Employee impacts will be managed through the extensive notification period and consultation options as per the *Local Government (State) Award 2023*.

### **Recommendation(s)**

1. That Council endorse the Christmas/New Year closedown period from Wednesday, 25 December 2024 up to and including Sunday, 5 January 2025.
2. That Council endorse the early closure time of the Library and Community Hub on Tuesday, 24 December 2024 – 4.45pm instead of 8pm to align with Council's Customer Service Counter.
3. That Council resolve to provide eligible employees with up to an additional three paid leave (concession) days during this closedown period as per the conditions set out in this report.
4. That the General Manager ensures suitable notification is provided to the community of the operational hours for Council services and facilities during the 2024/2025 closedown period.

5. That the General Manager ensures suitable consultation and notification is provided to employees as per the requirements set out in the *Local Government (State) Award 2023*.

**Attachments**

There are no attachments for this report.

## **(Item 46/24) Voluntary Planning Agreement - 3-7 Lyons Street and 18 Parnell Street, Strathfield**

File No: 24/21998

Report by Director City Strategy

### **Summary**

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements between planning authorities (such as local councils or the NSW Government) and a development proponent. These agreements are established under Sections 7.4 to 7.10 of the Environmental Planning and Assessment Act 1979 (EPA Act).

VPAs allow a development proponent to provide or fund public amenities, infrastructure, or services for a public purpose as part of their development projects, in addition to mandatory Infrastructure Contributions under either Section 7.11 or 7.12 of the EPA Act.

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) prepared in connection with a Development Application (DA.2023.45) at Nos. 3-7 Lyons Street and 18 Parnell Street, Strathfield has been publicly notified in accordance with the relevant legislation.

Development Application (DA.2023.45) was been lodged with Council seeking consent for the alterations and additions to a previously approved nine storey mixed use building to create an additional two levels (6 residential units) producing an overall total of 77 residential units. adjustments to car parking arrangements on basement level 3 are also proposed.

Consideration and finalisation of DA.2023.45 assessment was completed by the Burwood Local Planning Panel on 27 June 2024. The Panel at the public meeting considered the application and planning merits of the proposal.

The draft VPA provides for the developer to pay a monetary contribution to Council for the purposes of providing, augmenting or improving open space, community facilities or other public facilities as determined by Council.

The 28-day public exhibition period of the VPA and EN has been completed. One submission was received during the exhibition period, in support of the draft VPA.

This report discusses the draft VPA and seeks Council's endorsement to enter into the VPA.

### **Operational Plan Objective**

1.2.1 Inform the community of Council's activities, facilities and services using accessible communication.

### **Background**

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements between planning authorities (such as local councils or the NSW Government) and a development proponent. These agreements are established under Sections 7.4 to 7.10 of the Environmental Planning and Assessment Act 1979 (EPA Act).

VPAs allow a development proponent to provide or fund public amenities, infrastructure, or services for a public purpose as part of their development projects, in addition to mandatory Infrastructure Contributions under either Section 7.11 or 7.12 of the EPA Act. Council also has VPA policies to assist with guiding the application of the VPA provisions.

Under the EPA Act, VPAs are voluntary, subject to public consultation, legally binding, and enforceable. This ensures that the agreements are transparent and hold both parties accountable to their commitments. Overall, VPAs are a tool used to balance development interests with community needs, ensuring that growth and development are accompanied by necessary infrastructure and services to support the increased population and activity.

The subject site is located near the corner of Lyons Street and Parnell Street, Strathfield. A location plan is included below.



Approval was granted for the construction of 1 x three (3) and 1 x nine (9) storey residential flat building comprising a total of seventy-one (71) apartments and two (2) retail tenancies with three (3) levels of basement parking, communal open spaces and associated landscaping under DA2021.79, at 3-7 Lyons Street and 18 Parnell Street, Strathfield.

A new DA (DA.2023.45) proposed alterations and additions to the works consented to under DA2021.79 to include two additional levels to the larger mixed use building fronting Lyons Street. This DA would result in a total of 77 residential units on the site (comprising 12 x studios, 18 x 1 bedroom units, 39 x 2 bedroom units and 8 x 3 bedroom units) and 90m<sup>2</sup> of retail premises floor space at ground level. Changes are also proposed for Basement Level 3 to accommodate an additional nine (9) car parking spaces and one (1) motorcycle space. This DA was submitted on 1 June 2023, consideration and finalisation of the applications assessment was completed by the Burwood Local Planning Panel on 27 June 2024. The Panel at the public meeting considered the application and planning merits of the proposal.

This DA sought an additional 557m<sup>2</sup> of additional floor space (total proposed 6,128m<sup>2</sup> and FSR of 3.3:1) which equates to 10% increase in the maximum Floor Space Ratio (FSR) permitted by Clause 4.4(2) of the *Burwood Local Environmental Plan (BLEP) 2012*. This GFA increase is addressed under Council's policy *Carrying Out Bonus Development in the Public Interest*, adopted by Council on 21 August 2018.

As part of the application a letter of offer for a VPA was submitted for Council's consideration.

### **Voluntary Planning Agreement**

The applicant has negotiated with Council the terms of the VPA, in accordance with Council's current VPA Policy, and proposes to voluntarily enter in the planning agreement.

The draft VPA outlines the terms of the offer, which will:

- Provide a monetary contribution to Council for the purposes of providing, augmenting or improving open space, community facilities or other public facilities as determined by Council,

in accordance with the *Burwood Open Space and Community Facilities Study* undertaken for Council.

- Provide the developer, in exchange for making the monetary contribution, an additional 10% FSR over the development site, in accordance with the Council Policy – Carrying Out Bonus Development in the Public Interest.

The total value of the material benefits proposed to be delivered through the VPA is \$974,750.00 (excluding GST) based on the monetary contribution rate of \$1,750/m<sup>2</sup> per square metre additional GFA. The offer delivers additional public benefits over and above the usual section 7.12 contributions applicable to the development.

The wording of the VPA also includes nomination of securities, bonds and other mechanisms to ensure that works are delivered to the appropriate standards and that Council's interests and risk is protected.

A copy of the draft VPA is included at Attachment 1.

### **Consultation**

The draft VPA and EN were publicly notified from 5 June to 4 July 2024. An exhibition notice and the exhibition material were placed on Council's website in accordance with Council's *Community Engagement Strategy 2023-2026*.

### **Submissions**

One submission was received during the exhibition period, in support of the draft VPA.

No.	Submission
1	<ul style="list-style-type: none"> <li>• Supports the proposal</li> <li>• Noted the address is Lyons Street (not Lyons Road)</li> <li>• Mentioned that the site would benefit from additional planting and vegetation in the easement.</li> </ul>

The comments relating to planting have been forwarded to the City Development team for consideration.

### **Planning or Policy Implications**

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

1. The VPA is directed towards a proper legitimate planning purpose. The VPA provides funds to Council to be used to provide the augmentation or improvement of open space, community facilities or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*.
2. The VPA would result in a public benefit. The contribution to Council would be used towards public facilities.
3. The VPA provides a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development.

4. The DA/Modification Application must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning assessment.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are an expectation of the community. The VPA provides Council with the financial resources to assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
  - Objective 'a' – to provide an enhanced and more flexible development contributions system for Council. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
  - Objective 'b' – to supplement or replace, as appropriate, the application of s94 and s94A of the Act for development. The VPA supplements Council's Section 94A Plan because the VPA contribution is on top of established Section 94A contributions.
  - Objective 'e' – to lever planning benefits from development wherever possible. The VPA would facilitate the provision of public facilities, which represent a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
  - Principle 'a' – planning decisions may not be bought or sold through planning agreements. Council is not obliged to support the DA/Modification Application and instead, each application must be considered on the individual merit.
  - Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose. The manner in which the VPA is proposed to be used is in accordance with Council's studies.
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

### **Assessment against the acceptability test**

The above public benefits have been assessed in regards to the Acceptability Test in the NSW Department of Planning's Practice Note (February 2021) as follows:

<b>Does the Planning Agreement:</b>	<b>Assessment</b>
(a) Satisfy the statutory requirements for planning agreements contained in the Act and Regulation?	<p>Section 7.4(2) describes what a public purpose includes (without limitation) on which Planning Agreements can be based:</p> <ul style="list-style-type: none"> <li>(a) the provision of (or the recoupment of the cost of providing) public amenities or public services,</li> <li>(b) the provision of (or the recoupment of the cost of providing) affordable housing,</li> <li>(c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,</li> <li>(d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,</li> <li>(e) the monitoring of the planning impacts of development,</li> <li>(f) the conservation or enhancement of the natural environment.</li> </ul>

<b>Does the Planning Agreement:</b>	<b>Assessment</b>
	<p>The key terms of the Heads of Agreement fall under points '(a)' and '(c)' of the listed public purposes above, as they consist of dedication of funding towards public facilities.</p> <p>Other legislative requirements for VPAs include, but are not limited to, securities, dispute mechanisms, the application of Section 7.12 contributions. In this case the developer has indicated the public benefits included in the VPA are over and above the usual Section 7.12 contributions that will be applicable to the development.</p>
(b) Are directed towards legitimate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to development	As discussed under item '(a)' above, the proposed public benefits outlined in the VPA fall under the description of a public purpose, as described in Section 7.4(2) of the Act.
(c) Provide for the delivery of infrastructure or public benefits not wholly unrelated to the development.	<p>The agreed public benefits under the VPA bear relationship to the development, but also provide benefit to the greater public in relation to the following:</p> <ul style="list-style-type: none"> <li>• Improve the public domain</li> <li>• Provide community benefits to the local community.</li> </ul>
(d) Produce outcomes that meet the general values and expectations of the public and protect the overall public interest?	<p>The general expectations of the public and the protection of the public interest in the case of development, is an expectation that the developer will bear some cost in ameliorating against the impacts their private development of their land will have on its neighbours and the greater community.</p> <p>Whilst Section 7.12 plans raise funds for Council to put toward capital projects to mitigate against the impacts of ongoing development, those plans are based on particular predictions made from planning controls in place at the time the plans were published. Planning Agreements are able to step in where particular development was 'unforeseen' by the Section 7.12 Plan, i.e. where the developer seeks an increase over and above the current development to obtain a greater outcome.</p> <p>These works and development contributions will improve the public amenities, and infrastructure that will serve the wider community. The draft VPA:</p> <ul style="list-style-type: none"> <li>• promotes and co-ordinates the orderly and economic use and development of the land to which the Planning Agreement applies by enabling upgrades to the public domain that serve the development and the wider community to be provided,</li> <li>• promotes good design and amenity of the built environment by enabling public space works, and</li> <li>• provides increased opportunity for public involvement and participation in the form of public notification of the draft Planning Agreement.</li> </ul>



Does the Planning Agreement:	Assessment
	As such the public benefits contained in the VPA, as offered by the Developer, provide further mitigation against the impact of the development. As such they can be reasonably viewed to be meeting the general values and expectations of the public.
(e) Provide for reasonable means of achieving the relevant purposes and outcomes and securing the benefits?	The terms outlined in the draft VPA provides timelines by which the public benefits are to be delivered and the securities agreed upon to reduce Council's risk should the Developer default.
(f) Protect the community's reasonable planning expectations and avoid environmental harm?	As per item '(e)' above the public benefits to be provided under the VPA will enhance the public domain and provide some amelioration against the impacts of the development.
(g) Ensure the quantum of the public benefit offered is commensurate with the value of the development contributions which the Council considers are reasonably due in the circumstances?	<p>The quantum of the public benefit offered in the VPA is considered to be reasonable in the circumstances of case for the following reasons:</p> <ul style="list-style-type: none"> <li>• A benefit is sufficient to provide material public benefits in the public domain whilst not being so substantial as to be considered unreasonable in the context of the scale and value of the associated development;</li> <li>• The proponent has voluntarily entered into the agreement.</li> </ul>

### **Financial Implications**

The VPA would provide for a monetary contribution of \$974,750 (depending on the final determination of the DA), based on the \$1,750/m<sup>2</sup> additional GFA rate to Council for the provision, augmentation or improvement of open space, community facilities or other public facilities. Council would be obliged under legislation to allocate the contribution and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities.

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

### **Conclusion**

The proposed VPA would result in a monetary contribution of \$974,750 for the provision of public facilities. It is recommended that arrangements be made for the execution of the VPA by Council authorising the signing of the agreement, after the granting of the DA but prior to the issue of a Construction Certificate. The development consent would include a condition requiring that the VPA be entered into prior to the issue of any Construction Certificate.

### **Recommendation(s)**

1. That Council enter into the Voluntary Planning Agreement (VPA) for 3-7 Lyons Street, and No.18 Parnell Street, Strathfield for the provision of a monetary contribution \$974,750 towards a public purpose and facilities after the granting of consent for DA.2023.45, which would include a condition on the consent requiring that the VPA be entered into and adhered to.
2. That Council authorise the General Manager to sign the VPA's and any related documentation under their Power of Attorney.

3. That Council authorise the General Manager to endorse minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution (dollar value dependant on the final determination of the DA Application) to Council, in line with the payment schedule within each VPA

**Attachments**

- 1 [↓](#) Draft VPA - Nos.3-7 Lyons St and No.18 Parnell St Strathfield
- 2 [↓](#) Explanatory Note - Nos.3-7 Lyons Street and No.18 Parnell St, Strathfield

<b>PLANNING AGREEMENT</b>
---------------------------

**PARTIES**

**Burwood Council** of 2 Conder Street Burwood in the State of New South Wales (the **Council**).

and

**John Georges** of 84 Redmyre Road Strathfield 2135 in the State of New South Wales

and

**Joseph Georges** of 2 Firth Avenue Strathfield 2135 in the State of New South Wales

and

**Milan Kalina** of 9 Cameron Street Strathfield 2135 in the State of New South Wales

and

**MCA101 Properties Pty Ltd** (ACN 621 279 810) **ATF The Tannous Family Trust** ABN 54 733 914 688 of C/ SJS Advisory Group Pty Ltd Level 9, Suite 901, 50 Clarence Street, Sydney 2000 in the State of New South Wales **& J Georges & MI Kalina**

(**Proprietors**).

and

**Parnell Developments Pty Ltd** (ACN 602 893 425) of C/ SJS Advisory Group Pty Ltd Level 9, Suite 901, 50 Clarence Street, Sydney 2000 in the State of New South Wales

(**Developer**).

**Background:**

- A. The Land is situated 3, 5, and 7 Lyons Street, Strathfield NSW 2135 and 18 Parnell Street, Strathfield NSW 2135.
- B. On 25<sup>th</sup> May 2023, Development Application No. 2023.45 was submitted by Urban Link (Architects) on behalf of the Developer to Council for development consent for development to be carried out on the Land for the purpose of adding an additional two (2) levels to an approved residential flat building (Development Application No.2021.79).
- C. The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, and other public facilities as determined by Council if the Development Consent is granted.
- D. As contemplated by section 7.4 of the Act, the parties wish to enter into this Planning Agreement with respect to the 10% increase in floor space ratio for the Land contemplated by the Development upon the Development Consent.

## Operative Provisions

### 1. Planning Agreement under the Act

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

### 2. Application of this Planning Agreement

This Planning Agreement applies to the Land and the Development.

### 3. Operation of this Planning Agreement

3.1 The parties are to execute this Planning Agreement immediately following the grant by Council of Development Application No. 2023.45.

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

### 4. Definitions and interpretation

4.1 In this Planning Agreement the following definitions apply:

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

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

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

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

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

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

**Development** means the development of the Land in accordance with the Development Application No. 2023.45 as made by the Developer and as a result of any conditions of Development Consent.

**Development Consent** means the consent granted in connection with Development Application No. 2023.45.

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

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

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

**Land** means Lots 2, 3, 4 and 5 in Deposited Plan 17433 situated at and known as 3, 5 and 7 Lyons Street, Strathfield NSW 2135 and 18 Parnell Street, Strathfield NSW 2135.

**Law** means:

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

**Monetary Contribution** means the sum of \$974,750.00 excluding GST representing \$1,750/m<sup>2</sup> x 557m<sup>2</sup>.

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

**Planning Agreement** means this Planning Agreement.

**Public Benefit** means the Monetary Contribution.

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

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

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

- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Planning Agreement includes the agreement recorded in this Planning Agreement.
- (m) A reference to a party to this Planning Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Planning Agreement.

## **5. Development Contributions to be made under this Agreement**

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

## **6. Application of the Development Contributions**

- 6.1 The Monetary Contribution paid by the Developer under this Planning Agreement will be used by Council to develop and provide Public Facilities.
- 6.2 The Public Facilities will:
  - (a) not be provided to coincide with the conduct or completion of the Development;

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

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

This Planning Agreement does not exclude the application of:

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

in connection with Development Application No.2023.45. Benefits under the Planning Agreement are not to be taken into account in determining a development contribution under section 7.11 or section 7.12 of the Act.

## **8. Registration of this Planning Agreement**

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

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

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

## **9. Acknowledgements**

- 9.1 The Developer and the Proprietors acknowledge that Council may include a notation on Planning Certificates under section 10.7(2) and 10.7(5) of the Act in relation to this Planning Agreement.
- 9.2 The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

## **10. Dispute resolution**

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

## **11. Enforcement**

- 11.1 This Planning Agreement may be otherwise enforced by either Party in any court of competent jurisdiction.
- 11.2 For the avoidance of doubt, nothing in this Planning Agreement prevents:
- (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates and
  - (b) Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement



relates.

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

## **12. Notices**

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

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

### **Council**

Attention: The General Manager

Address: 2 Conder Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: [council@burwood.nsw.gov.au](mailto:council@burwood.nsw.gov.au)

### **Proprietor 1**

Attention: John Georges

Address: 84 Redmyre Road Strathfield, NSW 2135

Email: [Jdmce1958@icloud.com](mailto:Jdmce1958@icloud.com)

### **Proprietor 2**

Attention: Joseph Georges

Address: 2 Firth Avenue Strathfield NSW 2135

### **Proprietor 3**

Attention: Milan Kalina

Address: 9 Cameron Street, Strathfield NSW 2135

Email: [milan@mkconstruct.com.au](mailto:milan@mkconstruct.com.au)

### **Proprietor 4**

Attention: MCA101 Properties Pty Ltd ATF The Tannous Family Trust

Address: C/ SJS Advisory Group Pty Ltd Level 9, Suite 901, 50 Clarence Street, Sydney NSW  
2000.

Email: [sid@sjsadvisorygroup.com.au](mailto:sid@sjsadvisorygroup.com.au)

### **Developer**

Attention: Parnell Developments Pty Ltd

Address: C/ SJS Advisory Group Pty Ltd Level 9, Suite 901, 50 Clarence Street, Sydney 2000

Email: [sid@sjsadvisorygroup.com.au](mailto:sid@sjsadvisorygroup.com.au)

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

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

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

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

### **13. Approvals and consent**

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

### **14. Assignment and dealings**

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

### **15. Costs**

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

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

#### **16. Entire Agreement**

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

#### **17. Further acts**

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

#### **18. Governing law and jurisdiction**

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

#### **19. Joint and individual liability and benefits**

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

#### **20. No fetter**

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

#### **21. Representations and warranties**

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

#### **22. Severability**

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

**23. Modification**

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

**24. Waiver**

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

**25. Explanatory note**

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

**26. Goods and Services Tax (GST)**

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

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

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

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

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

**27. Confidentiality**

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

**28. Release from Planning Agreement**

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

**EXECUTED AS AN AGREEMENT**

Signed for and on behalf of **Burwood Council** )  
 by its attorney, **Tommaso Briscese**, under )  
 power of attorney dated 29 May 2019 )  
 registered book 4760 number 381, )  
 in the presence of: )

.....  
 Signature of Witness

.....  
 Signature of Attorney

.....  
 (Print) Name of Witness

**Tommaso Briscese**  
 .....

(Print) Name of Attorney

2 Conder Street, Burwood, New South Wales, 2134  
 .....

(Print) Address

.....  
 Date

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

**Signed by the said John Georges** in the presence of:

.....  
 Signature of Witness

.....  
 John Georges

.....  
 Name of Witness [BLOCK LETTERS]

.....  
 Address of Witness

**Signed by the said Joseph Georges** in the presence of:

.....  
 Signature of Witness

.....  
 Joseph Georges

.....  
 Name of Witness [BLOCK LETTERS]

.....  
 Address of Witness

Signed by the said Milan Kalina in the presence of:

.....  
Signature of Witness Milan Kalina

..... Name of Witness [BLOCK LETTERS]

.....  
Address of Witness

On behalf of **MCA101 Properties Pty Ltd (ACN 621 279 810) ATF The Tannous Family Trust** in accordance with section 127 of the *Corporations Act* (Cth) in the presence of:

.....  
Signature of Director/Secretary Signature of Director

.....  
(Print) Name of Director/Secretary (Print) Name of Director

On behalf of **Parnell Developments Pty Ltd (ACN 602 893 425)** in accordance with section 127 of the *Corporations Act* (Cth) in the presence of:

.....  
Signature of Director/Secretary Signature of Director

.....  
(Print) Name of Director/Secretary (Print) Name of Director

## PLANNING AGREEMENT – Explanatory Note

*Environmental Planning and Assessment Regulation 2021*  
(EP&A Regulation 2021)(Clause205)

Planning Agreement for the provision of monetary contribution for public benefit at 3, 5 and 7 Lyons Street, Strathfield NSW 2135 and 18 Parnell Street, Strathfield NSW 2135.

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

### 1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) John Georges (**Proprietor**)
- (3) Joseph Georges (**Proprietor**)
- (4) Milan Kalina (**Proprietor**)
- (5) MCA101 Properties Pty Ltd (ACN 621 279 810) ATF The Tannous Family Trust ABN 54 733 914 688 (**Proprietor**)
- (6) Parnell Developments Pty Ltd ACN 602 893 425 (**Developer**)

### 2. Description of Subject Land

Folio Identifiers: Lots 2, 3, 4, and 5 in Deposited Plan 17433

Location: 3, 5 and 7 Lyons Street Strathfield NSW 2135 and 18 Parnell Street, Strathfield NSW 2135

### 3. Description of Proposed Development

The Developer has lodged a development application (being DA.2023.45) for the land which proposes adding on two (2) additional levels to an approved residential flat building. An offer of a voluntary planning agreement for a material or financial contribution to Council as a public benefit is included in the application that seeks approval for additional gross floor space of 557m<sup>2</sup> of residential floor space above that normally allowed under the Burwood Local Environmental Plan.

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

[Clause 205(1)(a) of the EP&A Regulation 2021]

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

The Planning Agreement is proposed to require a monetary contribution for an amount of \$974,750.00 (excluding GST) being \$1,750/m<sup>2</sup>(excluding GST) per square metre (557m<sup>2</sup>) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

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

[Clause 205 (1)(b) of the EP&A Regulation 2021]

#### 5.1 The Planning Purposes Served by the Planning Agreement

[Clause 205(1)(b) of the EP&A Regulation 2021]

The Planning Agreement serves the following planning purpose:

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

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

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

## 5.2 Promotion of the Public Interest

[Clause 205(2) of the EP&A Regulation 2021]

The Planning Agreement promotes the public interest by:

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

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

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

## 5.3 Capital Works Program

[Clause 205(2) of the EP&A Regulation 2021]

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

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

## 5.4 Timing of delivery of the Developer's works of Public Benefit

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



**(Item 47/24) Voluntary Planning Agreement - 21 George Street, Burwood**

File No: 24/29655

Report by Director City Strategy

**Summary**

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements between planning authorities (such as local councils or the NSW Government) and a development proponent. These agreements are established under Sections 7.4 to 7.10 of the Environmental Planning and Assessment Act 1979 (EPA Act).

VPAs allow a development proponent to provide or fund public amenities, infrastructure, or services for a public purpose as part of their development projects, in addition to mandatory Infrastructure Contributions under either Section 7.11 or 7.12 of the EPA Act.

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) has been provided to Council by the development proponent in connection with a State Significant Development Application (No. SSD-69615996).

SSD-69615996 has been lodged with the Department for Planning, Housing & Infrastructure and seeks consent for a mixed-use development comprising commercial floor space, serviced apartments, dwellings, and affordable dwellings on land at 17 George Street, 21 George Street and 28 Victoria Street (formally 28-34 Victoria Street) Burwood, with the site associated with the VPA being No. 21 George Street, Burwood (SP63994). DPHI will consider the application and planning merits of the proposal as part of the SSDA determination process.

The draft VPA and EN provides for the developer to pay a monetary contribution to Council for the purposes of providing, augmenting, or improving open space, community facilities, or other public facilities as determined by Council for additional gross residential floor space as per cl4.4A of Burwood LEP 2012.

The public exhibition period for the VPA commenced on 22 July 2024 and will remain open for submissions until 20 August 2024. However, with the Council Caretaker period due to commence before the close of the exhibition, and the need to enter into the VPA during that period to align with the timing of processing the State Significant Development Application, this report discusses the draft VPA and seeks Council's in-principle endorsement to enter into the VPA. Delegation from Council to the General Manager is sought to finalise the VPA.

**Operational Plan Objective**

1.2.1 Inform the community of Council's activities, facilities and services using accessible

**Background**

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements between planning authorities (such as local councils or the NSW Government) and a development proponent. These agreements are established under Sections 7.4 to 7.10 of the Environmental Planning and Assessment Act 1979 (EPA Act).

VPAs allow a development proponent to provide or fund public amenities, infrastructure, or services for a public purpose as part of their development projects, in addition to mandatory Infrastructure Contributions under either Section 7.11 or 7.12 of the EPA Act. Council also has VPA policies to assist with guiding the application of the VPA provisions.

Under the EPA Act, VPAs are voluntary, subject to public consultation, legally binding, and enforceable. This ensures that the agreements are transparent and hold both parties accountable

to their commitments. Overall, VPAs are a tool used to balance development interests with community needs, ensuring that growth and development are accompanied by necessary infrastructure and services to support the increased population and activity.

The site associated with the VPA is located at No. 21 George Street, Burwood (SP63994). A location plan is included below.



The State Significant Development Application No. SSD-69615996 was submitted by the developer to the Department for Planning, Housing & Infrastructure for development consent for a mixed-use development on the land. This development includes commercial floor space, serviced apartments, dwellings, and affordable dwellings.

The VPA offers a monetary contribution to Council as a public benefit, as the application seeks approval for an additional 473.58m<sup>2</sup> of gross residential floor space as per cl4.4A of Burwood LEP 2012. The planning provision enables monetary contributions for additional development of Floor Space Ratio (FSR) in accordance with the *Council Policy – Carrying out Bonus Development in the Public Interest*, a publicly exhibited document initially adopted by Council on 1 September 2018.

The monetary contribution is collected to provide, augment, or improve open space, community facilities, or other public facilities as determined by Council, in accordance with the *Burwood Open Space and Community Facilities Study*.

### **Draft VPA and EN**

The draft VPA will:

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

Under the draft VPA the developer proposes to pay Council \$828,756, based on the monetary contribution rate of \$1,750/m<sup>2</sup> additional GFA.

The draft VPA and EN were referred to Council's solicitors for their advice and vetting. The documents have been modified in negotiation with the applicant in response to the legal advice. Further minor revision of the draft VPA may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPA.

## **Consultation**

Following the modification and negotiation of the document contents, the draft VPA and EN commenced public notification for a period of 28 days from 22 July 2024 and will remain open for submissions until 20 August 2024. The public notice was placed on Council's website for consultation. No submissions have been received in response to the public exhibition at the time of finalising this report.

Given the Council Caretaker period is due to commence prior to the close of exhibition, and the need to enter into the VPA in that period in order to align with the development application, delegation from Council is sought to enter into the VP, following the close of the submission period.

## **Planning or Policy Implications**

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

1. The VPA is directed towards a proper legitimate planning purpose. The VPA provides funds to Council to be used to provide the augmentation or improvement of open space, community facilities or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*.
2. The VPA would result in a public benefit. The contribution to Council would be used towards public facilities.
3. The VPA provides a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development.
4. The DA/Modification Application must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning assessment.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are an expectation of the community. The VPA provides Council with the financial resources to assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
  - Objective 'a' – to provide an enhanced and more flexible development contributions system for Council. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
  - Objective 'b' – to supplement or replace, as appropriate, the application of s94 and s94A of the Act for development. The VPA supplements Council's Section 94A Plan because the VPA contribution is on top of established Section 94A contributions.
  - Objective 'e' – to lever planning benefits from development wherever possible. The VPA would facilitate the provision of public facilities, which represent a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:

- Principle 'a' – planning decisions may not be bought or sold through planning agreements. Council is not obliged to support the DA/Modification Application and instead, each application must be considered on the individual merit.
- Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose. The manner in which the VPA is proposed to be used is in accordance with Council's studies.

8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

### **Assessment against the acceptability test**

The above public benefits have been assessed in regards to the Acceptability Test in the NSW Department of Planning's Practice Note (February 2021) as follows:

<b>Does the Planning Agreement:</b>	<b>Assessment</b>
(a) Satisfy the statutory requirements for planning agreements contained in the Act and Regulation?	<p>Section 7.4(2) describes what a public purpose includes (without limitation) on which Planning Agreements can be based:</p> <ul style="list-style-type: none"> <li>(a) the provision of (or the recoupment of the cost of providing) public amenities or public services,</li> <li>(b) the provision of (or the recoupment of the cost of providing) affordable housing,</li> <li>(c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,</li> <li>(d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,</li> <li>(e) the monitoring of the planning impacts of development,</li> <li>(f) the conservation or enhancement of the natural environment.</li> </ul> <p>The key terms of the Heads of Agreement fall under points '(a)' and '(c)' of the listed public purposes above, as they consist of dedication of funding towards public facilities.</p> <p>Other legislative requirements for VPAs include, but are not limited to, securities, dispute mechanisms, the application of Section 7.12 contributions. In this case the developer has indicated the public benefits included in the VPA are over and above the usual Section 7.12 contributions that will be applicable to the development.</p>
(b) Are directed towards legitimate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to development	As discussed under item '(a)' above, the proposed public benefits outlined in the VPA fall under the description of a public purpose, as described in Section 7.4(2) of the Act.
(c) Provide for the delivery of infrastructure or public benefits not wholly unrelated to	<p>The agreed public benefits under the VPA bear relationship to the development, but also provide benefit to the greater public in relation to the following:</p> <ul style="list-style-type: none"> <li>• Improve the public domain</li> </ul>

<b>Does the Planning Agreement:</b>	<b>Assessment</b>
the development.	<ul style="list-style-type: none"> <li>• Provide community benefits to the local community.</li> </ul>
(d) Produce outcomes that meet the general values and expectations of the public and protect the overall public interest?	<p>The general expectations of the public and the protection of the public interest in the case of development, is an expectation that the developer will bear some cost in ameliorating against the impacts their private development of their land will have on its neighbours and the greater community.</p> <p>Whilst Section 7.12 plans raise funds for Council to put toward capital projects to mitigate against the impacts of ongoing development, those plans are based on particular predictions made from planning controls in place at the time the plans were published. Planning Agreements are able to step in where particular development was 'unforeseen' by the Section 7.12 Plan, i.e. where the developer seeks an increase over and above the current development to obtain a greater outcome.</p> <p>These works and development contributions will improve the public amenities, and infrastructure that will serve the wider community. The draft VPA:</p> <ul style="list-style-type: none"> <li>• promotes and co-ordinates the orderly and economic use and development of the land to which the Planning Agreement applies by enabling upgrades to the public domain that serve the development and the wider community to be provided,</li> <li>• promotes good design and amenity of the built environment by enabling public space works, and</li> <li>• provides increased opportunity for public involvement and participation in the form of public notification of the draft Planning Agreement.</li> </ul> <p>As such the public benefits contained in the VPA, as offered by the Developer, provide further mitigation against the impact of the development. As such they can be reasonably viewed to be meeting the general values and expectations of the public.</p>
(e) Provide for reasonable means of achieving the relevant purposes and outcomes and securing the benefits?	<p>The terms outlined in the draft VPA provides timelines by which the public benefits are to be delivered and the securities agreed upon to reduce Council's risk should the Developer default.</p>
(f) Protect the community's reasonable planning expectations and avoid environmental harm?	<p>As per item '(e)' above the public benefits to be provided under the VPA will enhance the public domain and provide some amelioration against the impacts of the development.</p>
(g) Ensure the quantum of the public benefit offered is commensurate with the value of the development contributions which the Council considers are reasonably due in the circumstances?	<p>The quantum of the public benefit offered in the VPA is considered to be reasonable in the circumstances of case for the following reasons:</p> <ul style="list-style-type: none"> <li>• A benefit is sufficient to provide material public benefits in the public domain whilst not being so substantial as to be considered unreasonable in the context of the scale and value of the associated development;</li> <li>• The proponent has voluntarily entered into the agreement.</li> </ul>

**Financial Implications**

The VPA would provide for a monetary contribution of \$828,756 (depending on the final determination of the DA), based on the \$1,750/m<sup>2</sup> additional GFA rate to Council for the provision of the augmentation or improvement of open space, community facilities, or other public facilities. Council would be obliged under legislation to allocate, the contribution and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities.

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

**Conclusion**

The VPA will help secure a monetary contribution of \$828,756 for the provision of public facilities. It is recommended that following the completion of the public exhibition period, delegation be given to the General Manager to make arrangements for the execution of the VPA and notice be given to the NSW Department of Planning, Housing and Infrastructure for inclusion in their consideration of the SSDA.

**Recommendation(s)**

1. That Council grant delegation to the General Manager to enter into the VPA for 21 George Street, Burwood, for the provision of a monetary contribution of \$828,756 towards public facilities after the granting of the consent for DA SSD-69615996.
2. That Council authorise the General Manager to sign the VPA and any related documentation under their Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution (dollar value dependant on the final determination of the DA Application) to Council, in line with the payment schedule within the VPA
5. That the General Manager notify the NSW Department of Planning, Housing and Infrastructure of the executed VPA for inclusion in it consideration and determination of the SSDA - SSD-69615996.

**Attachments**

- 1 [↓](#) DRAFT VPA 21 George Street
- 2 [↓](#) DRAFT VPA Explanatory Note 21 George Street

<b>PLANNING AGREEMENT</b>
---------------------------

**DATE:****PARTIES****Burwood Council** of 2 Conder Street, Burwood, NSW 2134 (the **Council**).

and

BRD Investments Pty Ltd (ACN 051 262 045) (Owner of 21 George Street)  
of Unit 5, 37 Roberts Street, Strathfield NSW 2135 3**(Proprietors)****VSD Investments Pty Ltd** (ACN 604 993 642 of Unit 5, 37 Roberts Street, Strathfield NSW 2135**(Developer)**.**Background:**

- A. The Land is situated at 17 George Street, 21 George Street and 28 Victoria Street (formally 28-34 Victoria Street) Burwood.
- B. The Proprietors is the registered proprietors of the Land.
- C. State Significant Development Application No. SSD-69615996 was submitted by the Developer to the Department for Planning, Housing & Infrastructure for development consent for development to be carried out on the Land for the purpose of mixed use development comprising of, in summary, commercial floor space, serviced apartments, dwellings and affordable dwellings.
- D. The State Significant Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, other public facilities and community infrastructure as determined by the Council and/or the NSW Department of Planning, Housing & Infrastructure if the Development Consent is granted.
- E. As contemplated by section 7.4 of the Act, the Parties wish to enter into this Planning Agreement with respect to the 10% increase in floor space ratio contemplated by the Development upon the Development Consent. The increase in floor space would apply to that portion of the land which is 21 George Street.

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

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

## 2. Application of this Planning Agreement

This Planning Agreement applies to the Land and the Development.

## 3. Operation of this Planning Agreement

3.1 The Parties are to execute this Planning Agreement immediately following the granting of consent by the NSW Department of Planning, Housing & Infrastructure to State Significant Development Application No. SSD-69615996

3.2 This Planning Agreement commences on and from the date it is executed by all Parties.

## 4. Definitions and interpretation

4.1 In this Planning Agreement the following definitions apply:

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

**Approval** means any approvals, consents, section 4.55 or 4.56 modifications, Part 6 certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

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

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

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

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

**Development** means the development of the Land in accordance with the State Significant Development Application SSD-69615996 made by the Developer and as a result of any conditions of Development Consent.

**Development Consent** means the consent granted in connection with State Significant Development Application No. SSD-69615996

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

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

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



**Land** means Strata Plan 63994 known as 21 George Street, Burwood;.

**Law** means:

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

**Monetary Contribution** means the sum of \$828,765.00 including GST representing \$1,750/m<sup>2</sup> x 473.58m<sup>2</sup>.

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

**Planning Agreement** means this Planning Agreement.

**Planning Certificate** has the meaning ascribed in section 10.7(1) of the Act.

**Public Benefit** means the Monetary Contribution.

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

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

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (c) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Planning Agreement are payable in Australian dollars.
- (d) A reference in this Planning Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Planning Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Planning Agreement.
- (g) A reference to person includes a natural person, any corporation, trust, partnership, joint venture, association, body corporate, governmental agency, or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.
- (h) 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.

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

## **5. Development Contributions to be made under this Planning Agreement**

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

## **6. Application of the Development Contributions**

- 6.1 The Monetary Contribution paid by the Developer under this Planning Agreement will be used by the Council to develop and provide Public Facilities.
- 6.2 The Public Facilities will:
  - (a) not be provided to coincide with the conduct or completion of the Development;

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

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

This Planning Agreement does not exclude the application of:

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

in connection with State Significant Development Application No. SSD-69615996. Benefits under the Agreement are not to be taken into account in determining a development contribution under section 7.11, section 7.12 or section 7.24 of the Act.

## **8. Registration of this Planning Agreement**

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

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the Parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Planning Agreement over the title to the Land pursuant to section 7.6 of the Act from all persons who have an interest in the Land;
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Planning Agreement to be registered on the title of the Land;
- (c) that if this Planning Agreement is not registered on the title to the Land, and if the Proprietor should propose to sell the Land or any part thereof then it shall:
  - (i) within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
  - (ii) as a condition of any sale, require that the incoming purchaser enter into with Council a like agreement to this present Planning Agreement in which substantially the same covenants as set out herein shall apply;
  - (iii) within seven (7) days of exchange of contracts for the sale, notify the Council of the sale and provide the Council with a copy of the contract;
  - (iv) within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form of this Planning Agreement, have it executed by the purchaser and return it to the Council;
  - (v) that if this Planning Agreement is not registered on the title to the Land, and if the Proprietor should propose otherwise than by sale to transfer or assign its

interests in the Land or any part thereof to a transferee or assignee, then it shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with the Council substantially in the form of this Planning Agreement insofar as concerns the interest assigned or transferred and shall provide same to the Council.

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

## **9. Acknowledgements**

- 9.1 The Developer and the Proprietor acknowledge that the Council may include a notation on Planning Certificates under section 10.7 of the Act in relation to this Planning Agreement.
- 9.2 The Parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

## **10. Dispute resolution**

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

## **11. Enforcement**

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

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

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

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

## 12. Notices

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

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

### **Council**

Attention: The General Manager

Address: 2 Conder Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: [council@burwood.nsw.gov.au](mailto:council@burwood.nsw.gov.au)

### **Proprietors**

Attention: The Secretary

Address: Level 3, 23 George Street, Burwood 2134 NSW

Post: Level 3, 23 George Street, Burwood 2134 NSW

Fax Number: N/A

Email: [pierre@pncompanies.com.au](mailto:pierre@pncompanies.com.au)

**Developer**

Attention:

Address:

Post:

Fax Number:

Email:

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

**13. Approvals and consent**

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

**14. Assignment and dealings**

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

**15. Costs**

- 15.1 The Proprietors and Developer, on a joint and several basis, shall bear the Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and

registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.

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

## **16. Entire Agreement**

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

## **17. Further acts**

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

## **18. Governing law and jurisdiction**

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

## **19. Joint and individual liability and benefits**

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

## **20. No fetter**

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

## **21. Representations and warranties**

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

**22. Severability**

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

**23. Modification**

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

**24. Waiver**

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

**25. Explanatory note**

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

**26. Goods and Services Tax (GST)**

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

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

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

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

26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a



Party to this Planning Agreement, is reduced by the amount of any input tax credit to which that Party or a member of its GST Group is entitled in respect of that amount.

## **27. Confidentiality**

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

## **28. Release from Planning Agreement**

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

## **29. Jurisdiction**

Any legal action or proceedings with respect to this Deed against any party or any of its property and assets may be brought in the Courts of the State of New South Wales and, by execution and delivery of this Deed that party accepts, for itself and in respect of its property and assets, generally and unconditionally the jurisdiction of the Courts of that State.

## EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by its attorney, **Tommaso Briscese**, under power of attorney dated 29 May 2019 registered book 4760 number 381, in the presence of:

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)

)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
(Print) Full Name of Witness

\_\_\_\_\_  
(Print) Full Name of Attorney

\_\_\_\_\_  
(Print) Address

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

On behalf of **VSD Investments Pty Ltd ACN 604 993 642** in accordance with section 127 of the *Corporations Act* (Cth) in the presence of:

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)

)

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
(Print) Full Name of Director/Secretary

\_\_\_\_\_  
(Print) Full Name of Director

On behalf of **BRD Investments Pty Ltd** )  
**ACN 051 262 045** in accordance with section )  
127 of the *Corporations Act* (Cth) in the )  
presence of: )  
)

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
(Print) Full Name of Director/Secretary

\_\_\_\_\_  
(Print) Full Name of Director

DRAFT

## PLANNING AGREEMENT – Explanatory Note

Environmental Planning and Assessment Regulation 2021 (**EP&A Regulation 2021**)  
(Clause 205)

Planning Agreement for the provision of monetary contribution in exchange for a 10% increase in floor space ratio (FSR) at 21 George Street, Burwood. All such sites form part of the development site, however, the increase in floor space will apply to development proposed at 21 George Street, only.

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

### 1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)  
BRD Investments Pty Ltd (ACN 051 262 045) (Owner of 21 George Street)  
(**Proprietors**)
- (2) VSD Investments Pty Ltd (ACN 604 993 642) (**Developer**)

### 2. Description of Subject Land

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

Folio Identifiers:			SP 63994
Location:			21 George Street

### 3. Description of Proposed Change to Development

The Developer has lodged a State Significant Development Application (being SSD-69615996) which includes a Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community infrastructure, other public facilities and community infrastructure as determined by the Council if the Development Consent is granted.

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

[Clause 205(1)(a) of the EP&A Regulation 2021]

The offer made by the **Proprietor** and **Developer** as set out in the Planning Agreement is based on the exceptions to FSR provision of Burwood Council's Local Environmental Plan (Cl 4.4A) and are consistent with that provision.

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

The monetary contributions to be provided by the **Proprietor** and **Developer** under the Planning Agreement is an amount of \$828,765.00, payable on the date of execution of the agreement and before issue of any Construction Certificate.

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

[Clause 205(1)(b) of the EP&A Regulation 2021]

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

[Clause 205(1)(b) of the EP&A Regulation 2021]

The Planning Agreement serves the following planning purpose:

The monetary contributions paid by the **Proprietors** and **Developer** under this Planning Agreement will be used by **Council** to develop community infrastructure as defined in CI4.4A of the Burwood Local Environmental Plan within the Burwood Town Centre. Council will decide exactly for which purposes the funds will be used for, but it is understood that the funds will be used strictly for a public purpose.

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

The planning provision enabling monetary contributions in exchange for an additional 10% FSR is within The Burwood Local Environmental Plan 2012, a publicly exhibited document which was initially adopted by Council on 9 November 2012. The mechanism allows the aggregation of funds by Council for the provision of community infrastructure including a recreation area, a community facility, or an information and education facility.

**5.2 Promotion of the Public Interest**

[Clause 205(2) of the EP&A Regulation 2021]

The Planning Agreement promotes the public interest by:

- Ensuring the orderly use and development of land by ensuring that the location and design of community infrastructure functions effectively and safely. The Planning Agreement provides for the provision of monetary contribution in exchange for an additional 10% FSR.

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

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

**5.3 Capital Works Program**

[Clause 205(2) of the EP&A Regulation 2021]

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

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

#### **5.4 Timing of delivery of the Developer's works of Public Benefit**

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

**(Item 48/24) Voluntary Planning Agreement - 5 Belmore Street, Burwood**

File No: 24/29657

Report by Director City Strategy

**Summary**

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements between planning authorities (such as local councils or the NSW Government) and a development proponent. These agreements are established under Sections 7.4 to 7.10 of the Environmental Planning and Assessment Act 1979 (EPA Act).

VPAs allow a development proponent to provide or fund public amenities, infrastructure, or services for a public purpose as part of their development projects, in addition to mandatory Infrastructure Contributions under either Section 7.11 or 7.12 of the EPA Act.

Two draft Voluntary Planning Agreements (VPA) and Explanatory Notes (EN) have been provided to Council by the development proponent in connection with Development Application (DA.2023.79) at No. 5 Belmore Street, Burwood which has been publicly notified in accordance with the EPA Act.

The Development Application (DA.2023.79) was lodged with Council seeking consent for the demolition of the existing building and construction of an 18 storey mixed use development containing 49 residential units, 9 serviced apartments, 9 commercial tenancies and 2 retail tenancies, above basement parking and landscaping and site works.

Consideration and finalisation of the applications assessment and consideration of the planning merits of the proposal was completed by the Sydney Eastern City Planning Panel on 1 August 2024.

The draft VPAs and EN provides for:

1. the developer to pay a monetary contribution to Council for the purposes of providing, augmenting or improving open space, community facilities or other public facilities as determined by Council; and
2. a monetary contribution to Council as a public benefit, as the application seeks the approval of a shortfall of five (5) parking spaces.

The 28-day public exhibition period of the VPA and EN has been completed. One submission was received during the exhibition period, from the applicant requesting amendments to the provisions with the draft VPA's.

This report discusses the draft VPA's and seeks Council's endorsement to enter into the VPA's.

**Operational Plan Objective**

- 1.2.1 Inform the community of Council's activities, facilities and services using accessible communication.

**Background**

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements between planning authorities (such as local councils or the NSW Government) and a development proponent. These agreements are established under Sections 7.4 to 7.10 of the Environmental Planning and Assessment Act 1979 (EPA Act).

Under the EPA Act, VPAs are voluntary, subject to public consultation, legally binding, and enforceable. This ensures that the agreements are transparent and hold both parties accountable to their commitments. Overall, VPAs are a tool used to balance development interests with community needs, ensuring that growth and development are accompanied by necessary infrastructure and services to support the increased population and activity.

The VPA offers a monetary contribution to Council as a public benefit, as the application seeks approval for 567.36m<sup>2</sup> additional gross residential floor space as per cl4.4A of Burwood LEP over the amount normally allowed in the Burwood LEP 2012.

The monetary contribution is collected to provide, augment or improve open space, community facilities or other public facilities as determined by Council in accordance with the *Burwood Open Space and Community Facilities Study*.

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



### **Draft VPAs and ENs**

The draft VPAs will:

- Provide a monetary contribution to Council for the purposes of providing, augmenting or improving open space, community facilities or other public facilities as determined by Council in accordance with the *Burwood Open Space and Community Facilities Study* undertaken for Council;
- Provide the developer, in exchange for making the monetary contribution, additional FSR over the development site, based on the *Burwood Town Centre Urban Design Study* undertaken for Council, which recommended a maximum 10% FSR increase; and
- Provide the developer, in exchange for making the monetary contribution, the ability to proceed with a shortfall of five (5) parking bays.

Under the draft VPA for additional floor space, the developer proposes to pay Council \$992,880 based on the monetary contribution rate of \$1,750/m<sup>2</sup> additional GFA, being 567.36m<sup>2</sup>.

Under the draft VPA for a contribution of lieu of five (5) parking spaces, the developer proposes to pay Council \$270,600, based on the monetary contribution rate of \$54,120 per car parking space.

The draft VPAs and ENs were referred to Council's solicitors for their advice and vetting. The documents have been modified in negotiation with the applicant in response to the legal advice. Further minor revision of the draft VPA may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPA.

### **Consultation**

One submission was received during the exhibition period, from the proponent, in support of the draft VPA however requesting some updates to the VPA.

No.	Submission
1	<ul style="list-style-type: none"> <li>a) Supports the proposal</li> <li>b) Requested a payment schedule be included in the VPA for Bonus Floor Space whereby the developer would pay part of the contributions prior to the issuing of a construction certificate, and the remainder of the contribution prior to the issue of an occupation certificate or a strata plan.</li> <li>c) Requested a payment schedule be included in the Car Parking VPA whereby the developer would pay the contribution prior to the issuing of the first Construction Certificate the for the development.</li> </ul>

The request for the Bonus Floor Space VPA to be paid prior to Occupation Certificate cannot be accepted as it would lead to the risk of the development being constructed without the contribution being paid. Council staff have sought legal advice which recommended that this request not be accepted.

The payment schedule for the Car Parking VPA is considered acceptable, and clarifies the timing for the contribution in an appropriate manner.

### **Planning or Policy Implications**

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

1. The VPA is directed towards a proper legitimate planning purpose. The VPA provides funds to Council to be used to provide the augmentation or improvement of open space, community facilities or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*.
2. The VPA would result in a public benefit. The contribution to Council would be used towards public facilities.
3. The VPA provides a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development.
4. The DA/Modification Application must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning assessment.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are an expectation of the community. The VPA provides Council with the financial resources to assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
  - Objective 'a' – to provide an enhanced and more flexible development contributions system for Council. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
  - Objective 'b' – to supplement or replace, as appropriate, the application of s94 and s94A of the Act for development. The VPA supplements Council's Section 94A Plan because the VPA contribution is on top of established Section 94A contributions.
  - Objective 'e' – to lever planning benefits from development wherever possible. The VPA would facilitate the provision of public facilities, which represent a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
  - Principle 'a' – planning decisions may not be bought or sold through planning agreements. Council is not obliged to support the DA/Modification Application and instead, each application must be considered on the individual merit.
  - Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose. The manner in which the VPA is proposed to be used is in accordance with Council's studies.
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

### **Assessment against the acceptability test**

The above public benefits have been assessed in regards to the Acceptability Test in the NSW Department of Planning's Practice Note (February 2021) as follows:

<b>Does the Planning Agreement:</b>	<b>Assessment</b>
(a) Satisfy the statutory	Section 7.4(2) describes what a public purpose includes (without limitation) on which Planning Agreements can be based:

<b>Does the Planning Agreement:</b>	<b>Assessment</b>
requirements for planning agreements contained in the Act and Regulation?	<p>(a) the provision of (or the recoupment of the cost of providing) public amenities or public services,</p> <p>(b) the provision of (or the recoupment of the cost of providing) affordable housing,</p> <p>(c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,</p> <p>(d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,</p> <p>(e) the monitoring of the planning impacts of development,</p> <p>(f) the conservation or enhancement of the natural environment.</p> <p>The key terms of the Heads of Agreement fall under points 'a)' and 'c)' of the listed public purposes above, as they consist of dedication of funding towards public facilities.</p> <p>Other legislative requirements for VPAs include, but are not limited to, securities, dispute mechanisms, the application of Section 7.12 contributions. In this case the developer has indicated the public benefits included in the VPA are over and above the usual Section 7.12 contributions that will be applicable to the development.</p>
(b) Are directed towards legitimate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to development	As discussed under item 'a)' above, the proposed public benefits outlined in the VPA fall under the description of a public purpose, as described in Section 7.4(2) of the Act.
(c) Provide for the delivery of infrastructure or public benefits not wholly unrelated to the development.	<p>The agreed public benefits under the VPA bear relationship to the development, but also provide benefit to the greater public in relation to the following:</p> <ul style="list-style-type: none"> <li>• Improve the public domain</li> <li>• Provide community benefits to the local community.</li> </ul>
(d) Produce outcomes that meet the general values and expectations of the public and protect the overall public interest?	<p>The general expectations of the public and the protection of the public interest in the case of development, is an expectation that the developer will bear some cost in ameliorating against the impacts their private development of their land will have on its neighbours and the greater community.</p> <p>Whilst Section 7.12 plans raise funds for Council to put toward capital projects to mitigate against the impacts of ongoing development, those plans are based on particular predictions made from planning controls in place at the time the plans were published. Planning Agreements are able to step in where particular development was 'unforeseen' by the Section 7.12 Plan, i.e. where the developer seeks an increase over and above the current development to obtain a greater outcome.</p> <p>These works and development contributions will improve the public amenities, and infrastructure that will serve the wider community. The draft VPA:</p>

Does the Planning Agreement:	Assessment
	<ul style="list-style-type: none"> <li>• promotes and co-ordinates the orderly and economic use and development of the land to which the Planning Agreement applies by enabling upgrades to the public domain that serve the development and the wider community to be provided,</li> <li>• promotes good design and amenity of the built environment by enabling public space works, and</li> <li>• provides increased opportunity for public involvement and participation in the form of public notification of the draft Planning Agreement.</li> </ul> <p>As such the public benefits contained in the VPA, as offered by the Developer, provide further mitigation against the impact of the development. As such they can be reasonably viewed to be meeting the general values and expectations of the public.</p>
(e) Provide for reasonable means of achieving the relevant purposes and outcomes and securing the benefits?	The terms outlined in the draft VPA provides timelines by which the public benefits are to be delivered and the securities agreed upon to reduce Council's risk should the Developer default.
(f) Protect the community's reasonable planning expectations and avoid environmental harm?	As per item '(e)' above the public benefits to be provided under the VPA will enhance the public domain and provide some amelioration against the impacts of the development.
(g) Ensure the quantum of the public benefit offered is commensurate with the value of the development contributions which the Council considers are reasonably due in the circumstances?	<p>The quantum of the public benefit offered in the VPA is considered to be reasonable in the circumstances of case for the following reasons:</p> <ul style="list-style-type: none"> <li>• A benefit is sufficient to provide material public benefits in the public domain whilst not being so substantial as to be considered unreasonable in the context of the scale and value of the associated development;</li> <li>• The proponent has voluntarily entered into the agreement.</li> </ul>

### **Financial Implications**

Under the draft VPA for additional floor space, the developer proposes to pay Council \$992,880 based on the monetary contribution rate of \$1,750/m<sup>2</sup> additional GFA, being 567.36m<sup>2</sup>. Under the draft VPA for a contribution of lieu of five (5) parking spaces, the developer proposes to pay Council \$270,600, based on the monetary contribution rate of \$54,120 per car parking space.

These contributions would be for the provision or the augmentation or improvement of open space, community facilities, or other public facilities. Council would be obliged under legislation to allocate, the contribution and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities.

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

## **Conclusion**

The VPA will help secure a monetary contribution of \$1.26m for the provision of public facilities. It is recommended that arrangements be made for the execution of the VPA by Council authorising the signing of the agreement, after the granting of the DA/Modification Application but prior to the issue of the (amended) Construction Certificate, which would include a condition on the (amended) consent requiring that the VPA be entered into.

## **Recommendation(s)**

1. That Council enter into the two VPAs for 5 Belmore Street, Burwood, for the provision of a monetary contribution of \$992,880 under the additional floor space VPA, and \$270,600 under the contribution in lieu of 5 parking spaces, towards public purpose and facilities after the granting of the consent for DA2023.79 which would include a condition on the consent requiring that the VPA be entered into and adhered to.
2. That Council authorise the General Manager to sign the VPA's and any related documentation under their Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution (dollar value dependant on the final determination of the DA Application) to Council, in line with the payment schedule within the VPA

## **Attachments**

- 1 [↓](#) VPA Bonus Floor Space
- 2 [↓](#) Explanatory Note - Bonus Floor Space VPA
- 3 [↓](#) VPA - Contribution in lieu of parking
- 4 [↓](#) Explanatory Note - Contribution in lieu of parking VPA

**PLANNING AGREEMENT****PARTIES**

**Burwood Council** of 2 Conder Street, Burwood in the State of New South Wales (the **Council**).

and

**Australia International Properties Holdings Pty Ltd** ACN 065 484 282 of '1103' L11, 109 Pitt Street, Sydney in the State of New South Wales (**Developer**).

**Background:**

- A. The Developer is the registered proprietor of the Land.
- B. The Land is situated at 5 Belmore Street, Burwood in the State of New South Wales.
- C. On 19<sup>th</sup> September 2023, Development Application No. 2023.79 was submitted by the Developer to Council for development consent for development to be carried out on the Land for the purpose of the demolition of the existing commercial building and construction of an 18 storey mixed use development containing 49 residential units, 9 serviced apartments, 9 commercial tenancies and 2 retail tenancies, basement parking, landscaping and site works.  
  
The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, and other public facilities as determined by Council if the Development Consent is granted.
- D. As contemplated by section 7.4 of the Act, the parties wish to enter into this Planning Agreement with respect to the [10%] increase in floor space ratio for the Land contemplated by the Development upon the Development Consent.
- E. The Developer has agreed to provide a monetary contribution on the terms and conditions set out in this Deed.
- F.

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

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

**2. Application of this Planning Agreement**

This Planning X applies to both the Land and the Development.

**3. Operation of this Planning Agreement**

- 3.1 The parties are to execute this Planning Agreement immediately following the grant by Council of Development Application No. 2023.79

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

#### 4. Definitions and interpretation

4.1 In this Agreement the following definitions apply:

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

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

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

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

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

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

**Development** means the development of the Land in accordance with the Development Application No. 2023.79 as made by the Developer and as a result of any conditions of Development Consent.

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

**Development Consent** means the consent granted in connection with Development Application No. 2023.79.

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

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

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

**Land** means Lot 1 in Deposited Plan 730154 situated at and known as 5 Belmore Street, Burwood.

**Law** means:

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

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

**Monetary Contribution** means the sum of \$992,880 (Nine hundred ninety-two thousand eight hundred and eighty dollars) excluding GST representing \$1,750 x 567.36m2.

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

**Planning Agreement** means this Planning Agreement.

**Public Benefit** means the Monetary Contribution.

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

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*

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

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

**5. Development Contributions to be made under this Agreement**

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

**6. Application of the Development Contributions**

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

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

This Planning Agreement does not exclude the application of:

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

in connection with Development Application No. 2023.79. Benefits under this Planning Agreement are not to be taken into account in determining a development contribution under section 7.11 or section 7.12 of the Act.

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**8. Registration of this Planning Agreement****8.1** The Developer further covenants with Council:

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

**8.2** The Developer further covenants and agrees with Council that pending the registration of this Planning Agreement on the title of the Land as required by clause 8.1, Council shall be entitled to register a caveat at Land and Property Information over the title to the Land to protect its interest therein pursuant to this Planning Agreement.**9. Acknowledgements****9.1** The Developer acknowledges that Council may include a notation on Planning Certificates under section 10.7(2) and 10.7(5) of the Act in relation to this Planning Agreement.**9.2** The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.**10. Dispute resolution****10.1** If a Party believes that there is a dispute in respect of this Planning Agreement then:

- (a) the Party must give notice in writing to the other Party stating that there is a dispute (the Dispute Notice); and
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(b) the Dispute Notice must outline:

- (i) what the Party believes the dispute to be
- (ii) what the Party wants to achieve
- (iii) what the Party believes will settle the dispute and
- (iv) who will be the Party's representative to negotiate the dispute.

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

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

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

## **11. Enforcement**

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

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

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

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

## **12. Notices**

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

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

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**Council**

Attention: The General Manager

Address: 2 Conder Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: [council@burwood.nsw.gov.au](mailto:council@burwood.nsw.gov.au)

**Developer**

Attention: Zili Ge  
Director, Australia International Properties Holdings Pty. Ltd.

Address: '1103' L11, 109 Pitt Street, Sydney

Post: PO Box 166, Gordon NSW 2072

Email: [ericaunsw@gmail.com](mailto:ericaunsw@gmail.com)

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

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

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two business days after it is posted.
- (c) If it is sent by email, at the time it is sent.

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

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**13. Approvals and consent**

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

**14. Assignment and dealings**

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

**15. Costs**

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

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

**16. Entire Agreement**

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

**17. Further acts**

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

**18. Governing law and jurisdiction**

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

**19. Joint and individual liability and benefits**

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

**20. No fetter**

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

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**21. Representations and warranties**

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

**22. Severability**

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

**23. Modification**

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

**24. Waiver**

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

**25. Explanatory note**

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

**26. Goods and Services Tax (GST)**

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

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

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

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

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

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**27. Confidentiality**

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

**28. Release from Planning Agreement**

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

## VPA Bonus Floor Space

**EXECUTED AS AN AGREEMENT**

Signed for and on behalf of **Burwood Council** by  
 its attorney, Tommaso Briscese, under power of  
 attorney dated 29 May 2019 registered book 4760  
 number 381, in the presence of:

.....  
 Signature of Witness

.....  
 (Print) Name of Witness

.....  
 Date

.....  
 Signature of Attorney

Tommaso Briscese

.....  
 (Print) Name of Attorney

2 Conder Street, Burwood, New  
 South Wales, 2134

.....  
 (Print) Address

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

**Executed by Australia International** )  
**Properties Holdings Pty Ltd** ACN 065 484 282 )  
 in accordance with section 127 of the )  
*Corporations Act 2001* (Cth) in the presence of: )

.....  
 Signature of Director/Secretary

.....  
 (Print) Name of Director/Secretary

.....  
 Date

.....  
 Signature of Director

.....  
 (Print) Name of Director



**PLANNING AGREEMENT – Explanatory Note**

*Environmental Planning and Assessment Regulation 2021*  
(NSW) (**EP&A Regulation 2021**)  
(Clause 205)

Planning Agreement for the provision of monetary contribution for public benefit at 5 Belmore Street, Burwood.

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

**1. Parties**

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Australia International Properties Holdings Pty. Ltd. (**Developer**)

**2. Description of Subject Land**

Folio Identifiers: Lot 1, DP730154  
Location: 5 Belmore Street, Burwood

**3. Description of Proposed Development**

The Developer has lodged a development application (being 2023.79) for the land which proposes [the demolition of the existing commercial building and construction of an 18 storey mixed use development containing 49 residential units, 9 serviced apartments, 9 commercial tenancies and 2 retail tenancies, basement parking, landscaping and site works. An offer of a voluntary planning agreement for a material or financial contribution to Council as a public benefit is included in the application that seeks approval for additional gross floor space of 567.36 m<sup>2</sup> of residential floor space above that normally allowed under the Burwood LEP.

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

[Clause 205 (1)(a) of the EP&A Regulation 2021]

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

The Planning Agreement is proposed to require a monetary contribution for an amount of \$992,880 (Nine hundred ninety-two thousand eight hundred and eighty dollars) excluding GST being \$1,750 (excluding GST) per square metre (567.36 m<sup>2</sup>) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

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

[Clause 205 (1)(b) of the EP&A Regulation 2021]

**5.1 The Planning Purposes Served by the Planning Agreement**

[Clause 205(1)(b) of the EP&A Regulation 2021]

The Planning Agreement serves the following planning purpose:

C:\Users\David.Milliken\Documents\FINAL FOR COUNCIL August 2024 (Track Changes) FLOOR SPACE EN\_5 Belmore Street Burwood)\_DA2023\_079.docx(SGB)

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

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

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

## 5.2 Promotion of the Public Interest

[Clause 205(2) of the EP&A Regulation 2021]

The Planning Agreement promotes the public interest by:

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

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

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

## 5.3 Capital Works Program

[Clause 205(2) of the EP&A Regulation 2021]

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

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

#### **5.4 Timing of Delivery of the Developer's works of Public Benefit**

The Planning Agreement provides that the Monetary Contribution be paid prior to the issuing of the first Construction Certificate for the Development.

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<b>PLANNING AGREEMENT</b>
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**PARTIES**

**Burwood Council** of 2 Conder Street Burwood in the State of New South Wales (**Council**).

and

**Australia International Properties Holdings Pty. Ltd.** ACN 99 065 484 282 of '1103' L11, 109 Pitt Street, Sydney in the State of New South Wales (**Developer**).

**Background**

- A. The Developer is the registered proprietor of the Land.
- B. On 19<sup>th</sup> September 2023, the Developer submitted a Development Application No. 2023.79, to Council for Development Consent to carry out the Development on the Land.
- C. The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make Development Contributions towards the Public Facilities if the Development Consent is granted.
- D. The Developer has agreed to provide a monetary contribution on the terms and conditions set out in this Deed.

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

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

**2. Application of this Agreement**

This Planning Agreement applies to both the Land and the Development.

**3. Operation of this Agreement**

- 3.1 This Planning Agreement shall operate from the date of the approval by Council of the Development Application No. 2023.79.
- 3.2 Any approval given by Council for Development Consent for No. 2023.79. shall not come into effect until this Planning Agreement is executed.
- 3.3 The parties are to execute this Planning Agreement immediately following the grant by council of Development Application 2023.79.

**4. Definitions and interpretation**

- 4.1 In this Planning Agreement the following definitions apply:

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

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

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

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

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

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

**Development** means the development of the Land in accordance with the Development Application No. 2023.79. as made by the Developer as a result of any conditions of Development Consent.

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

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

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

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

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

**Land** means Lot 1 in Deposited Plan 730154, situated at known as 5 Belmore Street, Burwood.

**Law means:**

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

**Monetary Contribution** means the sum of \$270,600 (two hundred and seventy thousand six hundred dollars) excluding GST representing \$54,120 x 5 car spaces.

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

**Planning Agreement** means this Planning Agreement.

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

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*.

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

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

## 5. Development Contributions to be made under this Agreement

5.1 The Developer will pay to Council the Monetary Contribution prior to the issuing of the first Construction Certificate for the Development.

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

Council which must be:

- (a) for the amount of the Monetary Contribution;
- (b) made payable to Council; and
- (c) in a form acceptable to Council.

- 5.3 The Developer covenants and agrees with Council not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to Council hereunder has been paid.

## **6. Application of the Development Contributions**

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

- 6.2 The Public Facilities will:

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

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

This Planning Agreement does not exclude the application of section 7.11 or section 7.12 of the Act in connection with DA No 2023.79. Benefits under this Planning Agreement are not to be taken into account in determining a development contribution under section 7.11 or section 7.12. of the Act.

## **8. Registration of this Agreement**

- 8.1 The Developer further covenants with Council:

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

Council with a copy of the contract;

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

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

## 9. Acknowledgements

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

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

## 10. Dispute resolution

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

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

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

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

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

## 11. Enforcement



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

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

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

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

## **12. Notices**

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

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

### **Council**

Attention: The General Manager

Address: 2 Conder Street Burwood 2134 Post: PO Box  
240, Burwood NSW 1805

Fax Number: 9911 9900

Email: [council@burwood.nsw.gov.au](mailto:council@burwood.nsw.gov.au)

### **Developer**

Attention: Zili Ge

Director, Australia International Properties Holdings Pty. Ltd.

Address: '1103' L11, 109 Pitt Street, Sydney

Post: PO Box 166, Gordon NSW 2072

Email: [ericaunsw@gmail.com](mailto:ericaunsw@gmail.com)

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

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

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

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

### **13. Approvals and consent**

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

### **14. Assignment and dealings**

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

### **15. Costs**

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

### **16. Entire Agreement**

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

### **17. Further acts**

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

### **18. Governing law and jurisdiction**

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

### **19. Joint and individual liability and benefits**

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

**20. No fetter**

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

**21. Representations and warranties**

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

**22. Severability**

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

**23. Modification**

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

**24. Waiver**

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

**25. Explanatory Note**

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

**26. Goods and Services Tax (GST)**

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

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

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

maker of the supply demands payment.

- 26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.
- 26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

## 27. Confidentiality

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

## 28. Release from Planning Agreement

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

## EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by its attorney, Tommaso Briscese, under power of attorney dated 29 May 2019 registered book 4760 number 381, in the presence of:

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
(Print) Name of Witness

Tommaso Briscese  
.....  
(Print) Name of Attorney

2 Conder Street, Burwood, New South Wales,  
2134

.....  
Date

.....  
(Print) Address

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

Executed by **Australia International Properties Holdings Pty Ltd** ACN 065 484 282 in accordance with section 127 of the *Corporations Act 2001* (Cth) in the presence of:

VPA - Contribution in lieu of parking

---

.....  
Signature of Director/Secretary

.....  
Signature of Director

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

.....  
Print Name of Director

.....  
Date

**PLANNING AGREEMENT – Explanatory Note**

*Environmental Planning and Assessment Regulation 2021 (NSW) (EP&A Regulation 2021)*  
(Clause 205)

Planning Agreement for the provision of monetary contribution in lieu of on-site car parking spaces at 5 Belmore Street, Burwood.

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

**1. Parties**

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Australia International Properties Holdings Pty Ltd (**Developer**)

**2. Description of Subject Land**

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

Folio Identifiers: Lot 1, DP 730154  
Location: 5 Belmore Street, Burwood

**3. Description of Proposed Change to Development**

The Developer has lodged a Development Application (being 2023.79) which provides a shortfall of five (5) Parking spaces.

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

[Clause 205 (1)(a) of the EP&A Regulation 2021]

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

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

The monetary contribution to be provided by the **Developer** under the Planning Agreement is an amount of \$270,600, payable on the date of execution of the agreement and before issue of any Construction Certificate.

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

[Clause 205 (1)(b) of the EP&A Regulation 2021]

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

[Clause 205(1)(b) of the EP&A Regulation 2021]

The Planning Agreement serves the following planning purpose:

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

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

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

## 5.2 Promotion of the Public Interest

[Clause 205(2) of the EP&A Regulation 2021]

The Planning Agreement promotes the public interest by:

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

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

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

## 5.3 Capital Works Program

[Clause 205(2) of the EP&A Regulation 2021]

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

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

## 5.4 Timing of Delivery of the Developer's works of Public Benefit

The Planning Agreement provides the Monetary Contribution be paid prior to the issuing of the first Construction Certificate for the Development.

## **(Item 49/24) Croydon Housing Investigation Area Update**

File No: 24/29649

Report by Director City Strategy

### **Summary**

This report provides a progress update on the work associated with the Croydon Masterplan Investigation Area, including the timing and extent of future community consultation, as required by Council at its meeting on 25 June 2024.

### **Operational Plan Objective**

- C.3 An urban environment that maintains and enhances our sense of identity and place
- C.3.1 Facilitate well designed, high quality and sustainable land use and development that is appropriately scaled to complement its surroundings
- C3.2 Protect our unique built heritage and maintain or enhance local character
- C.4 Sustainable, integrated transport, infrastructure and networks support population growth and improve liveability and productivity
- C.4.2 Plan for a city that is safe, accessible and easy to get to and move around in

### **Background**

In December 2023, the NSW Minister for Planning announced the TOD programme for 31 locations, including Croydon. Due to a community campaign, Croydon's inclusion was deferred until January 2025 to allow for a local planning process. Community engagement supported additional housing, especially north of the railway line, and highlighted issues such as road capacity, building design, and infrastructure needs. On 25 June 2024, Council agreed to progress work on the Investigation Study Area, appoint consultants, and schedule a progress report for August 2024.

### **Project Update**

Following Council's endorsement of the Croydon Investigation Area, consultants were sought via Vendorpanel to prepare studies for the draft Croydon Precinct Masterplan. Nine submissions were reviewed by an internal procurement panel, and a preferred consultant was identified. At the time of writing, contracts were being finalised. The preferred consultants are anticipated to commence work in early August, collaborating with Council staff on investigations. A draft Masterplan is expected to be presented to the Council for endorsement and public exhibition at its October 2024 meeting.

### **Estimated Timeline**

<b><i>Timeline</i></b>	<b><i>Activity</i></b>
August to October 2024	Prepare draft Masterplan
October 2024	Council to consider draft Masterplan
November 2024	Exhibition of draft Masterplan
December 2024	Council to consider submissions and adopt Masterplan
January 2025	Adopted Masterplan sent to Department/Minister for review, determination and implementation

Failure to meet the Department of Planning, Housing and Infrastructure's January 2025 timeline would result in the implementation of the NSW Government's TOD program without further notice.



**Planning or Policy Implications**

The NSW Government amended the Housing SEPP to implement the TOD Program, overriding other planning instruments, including the Burwood LEP 2012. A map identifies affected lots, mainly those allowing residential development. With the Croydon Precinct deferred from the SEPP, Council is preparing a draft Masterplan and Implementation Plan, aiming to enhance the precinct by increasing zoned density while maximising public benefits such as setbacks, street trees, parking, active transport, and community facilities, supported by technical analysis. Changes will be incorporated into the Housing SEPP or the Burwood LEP, with possible site-specific provisions in the Burwood DCP.

**Financial Implications**

The Masterplan is funded by the City Planning Budget. An application for \$600,000 in funding under Stream 1 of the Australian Government's Housing Support Program was unsuccessful. It is possible the redirection of funds from other projects to meet the tight timeframe for the Croydon Precinct will slow progress on initiatives like the Burwood North implementation. Council continues to advocate for State and Federal Government funding support to deliver these critical plans and projects for the community.

**Conclusion**

Council secured a deferral of the Croydon Precinct's TOD Program inclusion until January 2025 for a detailed master planning process. The plan aims to improve zoned density and maximise public benefits like setbacks, street trees, parking, active transport, and community facilities. Early community engagement supports additional housing, especially north of the railway line between Croydon station and Burwood Town Centre. Council is preparing to work with consultants to draft a Masterplan, to be presented in October 2024 for endorsement and public exhibition. Failure to meet the January 2025 timeline will result in the NSW Government's TOD program implementation without further notice.

**Recommendation(s)**

That Council note the Croydon Housing Investigation Area Update report and that a further report will be presented in October 2024 to consider a draft Masterplan.

**Attachments**

There are no attachments for this report.

## Reports of Committees

### **(Item RC6/24) Burwood Local Traffic Committee - July & August 2024**

File No: 24/25480

Report by Director City Assets

#### **Summary**

Attached are the Minutes of the Burwood Local Traffic Committee from meeting of July and August 2024. The Minutes are hereby submitted to the Ordinary Council Meeting for consideration and adoption by Council.

#### **Operational Plan Objective**

C.4.1 Plan and manage transport infrastructure to meet current and future community needs  
A.40 Investigate traffic hot spots and implement solutions such as pedestrian refuges, roundabouts or traffic calming devices.

#### ***Recommendation***

That the minutes of the Burwood Local Traffic Committee of July and August 2024 be noted and the recommendations of the Committee as detailed below be adopted as a resolution of the Council.

### **(Item LTC20/24) Car Share Bays - Various Croydon Locations Applied for by Goget**

#### ***Recommendation***

That Council approve the installation of a 6 metres long 'No Parking - Authorised Car Share Vehicles Excepted' in Young Street, Croydon on the southern side, west of Meta Street in an existing '1P 8am-6pm Mon-Fri, 8am-1pm Sat' parking area.

### **Item LTC21/24) Burwood Street Activation Events**

#### ***Recommendations***

1. That Council approve the partial road closure of 5 parking spaces and 4 motorcycle spaces in front of 143A Burwood Road from Monday 30 September to Sunday 13 October, with bump in occurring on Sunday 29 September and bump out on Monday 14 October.
2. That Council approve the full road closure of the Paisley Road cul-de-sac near Paisley Lane between Saturday 7 December to Sunday 8 December, with bump in occurring on Friday 6 December and bump out on Monday 9 December.

### **(Item LTC22/24) Greek Orthodox Parish Annual Greek Street Fair - 10 November 2024**

#### ***Recommendation***

That Council approve the proposed road closure in the following road sections from 5.00am to 8.30pm on Sunday 10 November 2024.

- Burleigh Street between Elizabeth Street and Railway Parade
- Railway Parade between Burwood Road and Shaftesbury Road
- A section of Council car park at the corner of Elizabeth Street and Burleigh Street
- Partial closure of 40 spaces in the Elizabeth Street carpark, with spaces blocked off with road barriers.

That Council approve the proposed 'No Stopping' restrictions on Railway Parade between Burwood Road and Burleigh Street from 10.00pm on Saturday 9 November – 8.30pm on Sunday 10 November.

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**(Item LTC23/24) Burwood Lunar New Year Launch - 31 January 2025**

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**Recommendations**

1. That Council approve the full road closure of Burwood Road between Railway Parade and Belmore Street from 1:00pm Friday 31 January to 1:30 am Saturday 1 February.
2. That Council approves the partial closure of 40 spaces in the Elizabeth Street carpark, with spaces blocked off with road barriers.
3. That Council approves the attached TCP clearly showing all proposed advance warning signage, detours and temporary bus shelters.
4. That all proposed temporary VMS boards are approved for installation at the locations specified for a period of one week prior to the event date.
5. That Council approves the temporary 'No Stopping' restrictions for both sides of Burwood Road between Railway Parade and Belmore Street from 11:00am Friday 31 January to 1:30am Saturday 1 February 2025.

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**(Item LTC24/24) Conder Street, Burwood - Work Zone Application**

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**Recommendation**

The Council approve the installation of a 7 metre long "Work Zone – 7:00 am - 6:00pm Monday to Friday and from 7:00am to 4:00pm on Saturdays in front of No. 25 Conder Street, Burwood, for a period of 28 weeks.

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**(Item LTC25/24) Church Street, Burwood - Changes to Parking Restrictions**

---

**Recommendation**

1. That Council approve the reduction of 'No Stopping' restrictions on the southern side of Church Street near Burwood Road from 28.5m to 24.8m.
2. That Council approve the extension of the existing 2P parking restrictions outside #38 Church Street from 8.3m to 12m.
3. That Council approve the reduction of BB line length on Church St near Burwood Road from 25m to 24.8m.

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**(Item LTC26/24) Burwood Road, Croydon Park - Changes to Parking Restrictions**

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**Recommendation**

That Council approve the extension of 'No Stopping' restrictions further south to the driveway of #124 Burwood Road, such that it is 23 metres from the southern approach of the Burwood Road / Mitchell Street intersection.

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**(Item LTC27/24) Lindsay Street, Burwood - Work Zone Application**

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**Recommendation**

The Council approve the installation of a 6 metre long "Work Zone – 7:00am – 6:00pm Monday to Friday, and from 7:00am to 4:00pm Saturday directly fronting on 32 Lindsay Street, Burwood for a period of 28 weeks.

**(Item LTC28/24) Trial of Extended On-Street Ticket Parking Restriction Hours*****Recommendation***

1. That Council approve the six-month trial extension of the '2P Ticket' on-street parking restrictions from 9am-7pm Monday to Saturday to 9am-10pm Monday to Sunday within the following streets:
  - George Street between Park Road and John Street
  - Elsie Street
  - Gloucester Avenue
  - Victoria Street between Park Road and Dunns Lane
  - Park Avenue between Park Road and Dunns Lane
2. That Council review the findings at the end of the trial period and make a decision on whether to make the extended restrictions permanent and rolled out to other on-street ticket parking areas.

**Attachments**

- 1 [↓](#) Burwood Local Traffic Committee Agenda - 04.07.2024
- 2 [↓](#) Burwood Local Traffic Committee Minutes - 04.07.2024
- 3 [↓](#) Burwood Local Traffic Committee Agenda - 01.08.2024
- 4 [↓](#) Burwood Local Traffic Committee Minutes - 01.08.2024



## NOTICE OF BURWOOD LOCAL TRAFFIC COMMITTEE MEETING

The July 2024 meeting of the Burwood Local Traffic Committee will be held electronically with the agenda emailed to members for review.

The minutes from the May 2024 meeting have also been emailed to members for confirmation.

All comments are required to be returned to Council by 5:00 pm Friday 5 July 2024

Tommaso Briscese  
**General Manager**

2 Conder Street Burwood NSW 2134, PO Box 240 Burwood NSW 1805  
phone: 9911 9911 facsimile: 9911 9900  
email: [council@burwood.nsw.gov.au](mailto:council@burwood.nsw.gov.au)  
website: [www.burwood.nsw.gov.au](http://www.burwood.nsw.gov.au)

## **Agenda**

### **1. Acknowledgement of Country**

Council acknowledges the Wangal people of the Eora Nation who are the traditional custodians of this land. Council also pays respect to their elders, both past and present, and extends that respect to other First Nations People who may be present.

### **2. Apologies**

### **3. Confirmation of Minutes**

*That the Minutes of the Burwood Local Traffic Committee held on Thursday, 6 June 2024, as circulated, be confirmed and signed as a true record of the proceeding of the meeting.*

### **4. General Business**

(Item LTC20/24)	Car Share Bays - Various Croydon Locations Applied for by Goget .....	3
(Item LTC21/24)	Burwood Street Activation Events .....	6
(Item LTC22/24)	Greek Orthodox Parish Annual Greek Street Fair - 10 November 2024.....	9
(Item LTC23/24)	Burwood Lunar New Year Launch - 31 January 2025 .....	56
(Item LTC24/24)	Conder Street, Burwood - Work Zone Application .....	103
(Item LTC25/24)	Church Street, Burwood - Changes to Parking Restrictions .....	105

## **General Business**

### **(Item LTC20/24) Car Share Bays - Various Croydon Locations Applied for by Goget**

File No: 24/17376

Report by Traffic Engineer

#### **Summary**

GoGet has request approval for an additional two dedicated car share bays to be installed in Croydon in on-street locations to meet the growing demands of their members.

#### **Background**

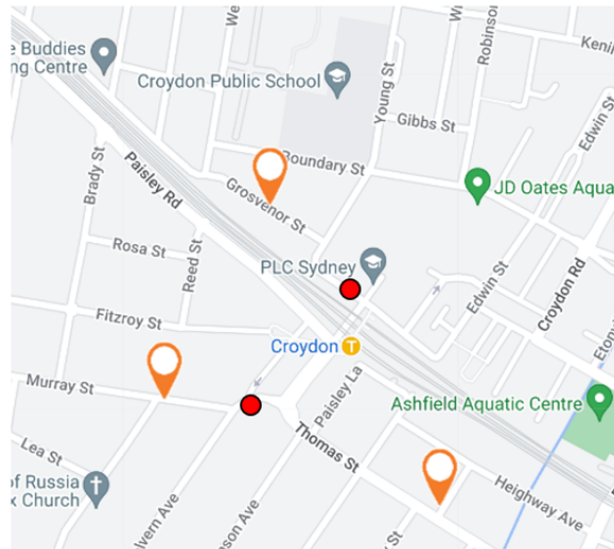
Burwood Council adopted its Car Share Policy in October 2017 to manage the car share parking in the Burwood Local Government Area (LGA) in a fair and equitable manner. The Policy ensures that car share operators are provided equal access to defined car share spaces as well as providing residents and businesses in the Burwood LGA access to an environmentally sustainable alternative to car ownership.

Council has previously approved a total of 20 car share parking bays at 18 different locations within on-street and off-street public parking areas including the George Street and Wynne Avenue car parks.

#### **Proposal**

GoGet has approached Council for the proposed two locations:

- Young Street, Croydon – southern side, west of Meta Street in an existing '1P 8am-6pm Mon-Fri, 8am-1pm Sat' parking area.
- Malvern Avenue, Croydon – eastern side, east of Post Office Lane in an existing unrestricted parking area.



Existing floating location



Proposed permanent location

Council's Car Share Policy requires car share operators to demonstrate that at least 10 current members will have reasonable proximity access to the space. GoGet has provided the number of members within a 250m radius to each bay which represents approximately a three-minute walk time. The number of members for each location is shown below.

- Young Street, Croydon – 58 members
- Malvern Avenue, Croydon – 32 members

The proposed locations will replace existing floating locations. Converting to a dedicated space will improve access for local members. A review of the utilisation of existing floating locations based on 2024 data was conducted. The findings are summarised as follows:

- The location on Grosvenor Street was booked 18 times per month on average.
- The location on Murray Street was booked 17 times per month on average.

Per the TfNSW guidelines these bays are to be signposted as 'No Parking - Authorised Car Share Vehicles Excepted' with permits to be provided for approved vehicles with unique identifying zones.

As set out in Council's Policy, dedicated car share spaces are required to be reviewed after the initial 12-month placement. Where the usage of a car share space is less than 10 trips per month and is less than 40 hours per month (averaged over three consecutive months), an operator may be required to show cause as to why the space should not be withdrawn or reallocated.

### **Consultation**

Consultation was undertaken with adjacent properties and businesses along the two proposed locations. Consultation included a letter outlining the changes and a plan showing the proposed location, and asked whether residents to submit their feedback to the proposal.

The response rate and resident comments are summarised below.



Location	Surveys Issued	Responses Received	Response Rate	Responses
Young Street, Croydon	10	0	0%	
Malvern Avenue, Croydon	16	2	13%	Lack of existing parking

Based on the results of community consultation and lack of membership catchment and utilisation when compared to other GoGet locations around the LGA, it is recommended that approval for the Malvern Avenue location be postponed. Since there is a floating vehicle at this location, the function is still available for the public to utilise.

#### Financial Implications

Per Council's Fees and Charges, a fee will be charged to the operator for the ongoing annual approval as well as to partly cover costs associated with the implementation of a dedicated car share space. The current fee is a one-off parking space creation fee of \$1,300.00 per space.

Car share operators may request to line mark parking bays at their own cost however must obtain approval from Council prior to any works being undertaken. Fees are reviewed annually and set out in Council's Statement of Revenue Policy.

#### ***Recommendation***

That Council approve the installation of a 6 metres long 'No Parking - Authorised Car Share Vehicles Excepted' in Young Street, Croydon on the southern side, west of Meta Street in an existing '1P 8am-6pm Mon-Fri, 8am-1pm Sat' parking area.

#### **Attachments**

There are no attachments for this report.

## **(Item LTC21/24) Burwood Street Activation Events**

File No: 24/21540

Report by Traffic Engineer

### **Summary**

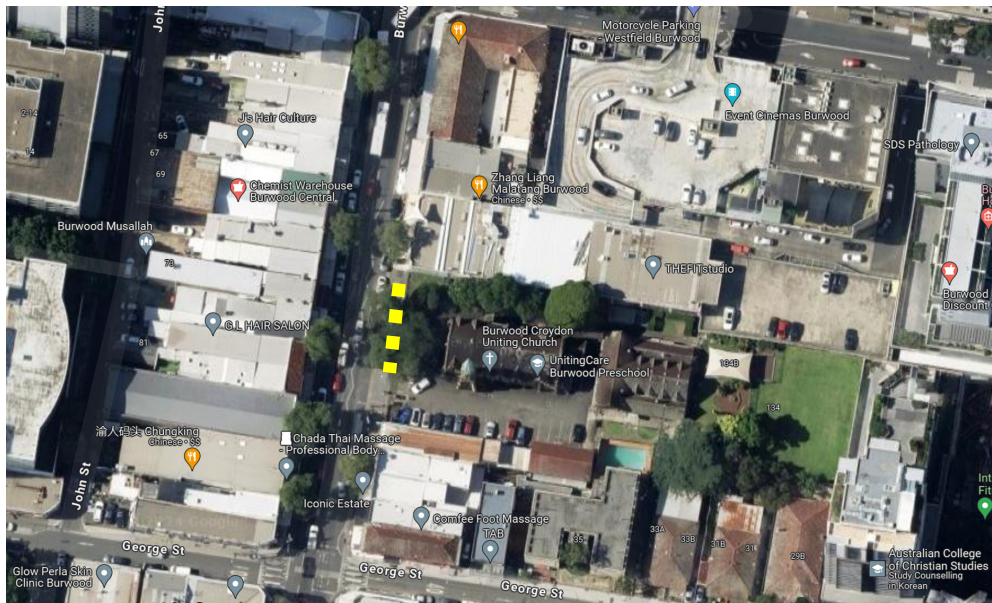
To seek the Committee's endorsement of the partial road closures of Burwood Road, Burwood and Paisley Road, Croydon for the purposes of street activation.

### **Proposal**

Burwood Council is proposing to hold two Class 3 events to promote street activation within Burwood. The events and their details are summarised below.

#### **Uniting Church Activation - Burwood Road**

Council is proposing the creation of an urban art and performance zone fronting the Burwood Croydon Uniting Church at 134A Burwood Road Burwood. This event will involve the closure of 5 parking spaces and 4 motorcycle parking spaces on the eastern side of Burwood Road.



The parking lane in front of Burwood Croydon Uniting Church will be closed for a 2-week period and activated with a series of unique performances and artist led activities linking to the activation of an adjacent forecourt area and large scale public artwork to be implemented.

The event will run from Monday 30 September to Sunday 13 October, with bump in occurring on Sunday 29 September and bump out on Monday 14 October.

### The Strand Activation - Paisley Road

Council is proposing the implementation of a road closure of the section of Paisley Road between Paisley Lane and the cul-de-sac to create a temporary public square to support a weekend long 'Christmas in Croydon' activation. This event will involve the closure of 7 parking spaces being two accessible parking bays, three '2P 8am – 6pm Monday – Friday 8am – 1pm Sat' parking bays, and one 'no Parking 6am – 7pm Monday – Friday' parking bay.



Street furniture and event infrastructure will be brought into the site to sustain lighting installations, Christmas decorations, markets stalls and performance program to activate the temporary public square area. There is currently limited public space within the Croydon Town Centre and the project will enable Council to trial and demonstrate the benefits of additional public space to support the local economy, community cultural life and increased opportunities for social interaction.

The event will run from Saturday 7 December to Sunday 8 December, with bump in occurring on Friday 6 December and bump out on Monday 9 December.

Per the Guide To Traffic And Transport Management For Special Events these events are both classified as Class 3 as the events:

- do not impact local or major traffic and transport systems or classified roads
- disrupts the non-event community in the immediate area only
- is conducted on-street in a very low traffic area such as a dead-end or cul-de-sac

### Consultation

The street activations will have a comprehensive marketing campaign. They will be published through Council's social media pages, community newsletters, website, digital screens, street banners, fence banners and quarterly resident newsletter.

Consultation will be undertaken with affected businesses and residents prior to event commencement.

### Financial Implications

The event will be funded Council's Events Budget 2024/23.

***Recommendations***

1. That Council approve the partial road closure of 5 parking spaces and 4 motorcycle spaces in front of 143A Burwood Road from Monday 30 September to Sunday 13 October, with bump in occurring on Sunday 29 September and bump out on Monday 14 October.
2. That Council approve the full road closure of the Paisley Road cul-de-sac near Paisley Lane between Saturday 7 December to Sunday 8 December, with bump in occurring on Friday 6 December and bump out on Monday 9 December.

**Attachments**

There are no attachments for this report.

**(Item LTC22/24) Greek Orthodox Parish Annual Greek Street Fair - 10 November 2024**

File No: 24/21555

Report by Traffic Engineer

**Summary**

The Greek Orthodox Archdiocese of Australia is seeking Council's approval for the temporary road closure of Burleigh Street and Railway Parade, as well as part of the Elizabeth Street car park to facilitate the annual Greek Street Fair to be held on Sunday 10 November 2024 between 11am – 5pm.

**Background**

Each year the Greek Orthodox Parish, 'Saint Nectarios', host an annual Greek Street Fair in Burleigh Street between Railway Parade and Elizabeth Street, as well as a section of Council's Elizabeth Street car park. In 2023 the event extended onto Railway Parade between Burwood Road and Shaftesbury Road.

In order to assist with the large crowds attending the annual event, it is proposed to temporarily close the following roads on Sunday 10 November 2024.

- Burleigh Street between Elizabeth Street and Railway Parade and
- Railway Parade between Burwood Road and Shaftesbury Road.
- Partial closure of the Elizabeth Street carpark for up to 40 spaces, with spaces blocked off with road barriers in this time.

It is also proposed to implement 'No Stopping' restrictions on Railway Parade between Burwood Road and Burleigh Street from 10.00pm on Saturday 9 November – 8.30pm on Sunday 10 November.

Access to residential properties along Railway Parade and Burleigh Street will be maintained under direction of traffic controllers.

**Proposal**

The event is classified as Class 2 under the NSW Government's Guide to Traffic & Transport Management of Special Events guidelines. A Class 2 event requires the following documentation:

Police Approval via Notice of Intention to Hold a Public Assembly application.	Consultation has been undertaken and Police, approval is attached.
Confirmation of consultation with the bus service provider.	Consultation has been undertaken and bus provider, approval is attached.
Public Liability Insurances.	20 million public liability insurance for Greek Orthodox Parish and Burwood Council are attached.
The checklist and forms on page 91-94 of the Guide to Traffic and Transport Management for Special Events.	Completed checklist attached.

Traffic Control Plans, with the licence information on it.	Included as part of attached Traffic Management Plan.
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Bump in will commence from 5:00am Sunday 10 November, with barricades installed to prevent cars from being parked in the Burleigh Street and Railway Parade. Bump out will be completed by 8:30pm Sunday 10 November.

The event organisers will ensure that access through the closed-off area will be available for emergency vehicles with the guidance of traffic controllers.

#### Consultation

Saint Nectarios Church is required to notify all affected stakeholders, residents and businesses. The Greek Street Fair will also be advertised in local papers.

#### Financial Implications

Burwood Council is an official event sponsor and will cover fees for the event including road and car park closure and traffic control.

#### ***Recommendation***

That Council approve the proposed road closure in the following road sections from 5.00am to 8.30pm on Sunday 10 November 2024.

- Burleigh Street between Elizabeth Street and Railway Parade
- Railway Parade between Burwood Road and Shaftesbury Road
- A section of Council car park at the corner of Elizabeth Street and Burleigh Street
- Partial closure of 40 spaces in the Elizabeth Street carpark, with spaces blocked off with road barriers.

That Council approve the proposed 'No Stopping' restrictions on Railway Parade between Burwood Road and Burleigh Street from 10.00pm on Saturday 9 November – 8.30pm on Sunday 10 November.

#### Attachments

- 1 Transit Systems Approval
- 2 Police Approval
- 3 Special Events Checklist - Burwood Greek Street Fair
- 4 Insurance - Greek Orthodox Church
- 5 Insurance - Burwood Council
- 6 TMP - Burwood Greek Street Fair

**(Item LTC23/24) Burwood Lunar New Year Launch - 31 January 2025**

File No: 24/21568

Report by Traffic Engineer

**Summary**

It is proposed to temporarily close Burwood Road between Belmore Street and Railway Parade for the Burwood Lunar New Year Launch, to be held on Friday 31<sup>st</sup> January 2025 between 5:00pm to 10:00pm.

**Background**

Burwood Council will host a Lunar New Year Launch Celebration. Bringing the community together to celebrate the spirit of renewal and prosperity by kicking off the Lunar New Year festivities with a variety of thrilling performances, entertainment, workshops, and traditional ceremonies.

**Proposal**

Council proposes a full road closure to vehicles along Burwood Road from Railway Parade to Belmore Street. The road closure is proposed to be from Friday 31<sup>st</sup> January 2025 between 5:00pm to 10:00pm. Bump in will commence from 1:00pm Friday 31 January. Bump out will be completed by 1:30 am Saturday 1 February.

It is also proposed that the Elizabeth Street car park would be partially closed, with 40 spaces cordoned off with road barriers and manned by an event casual staff.

The event is classified as Class 2 under the NSW Government's Guide to Traffic & Transport Management of Special Events guidelines. A Class 2 event requires the following documentation:

Police Approval via Notice of Intention to Hold a Public Assembly application.	Consultation has been undertaken and Police approval is attached.
Confirmation of consultation with the bus service provider.	Consultation has been undertaken and bus provider, approval is attached.
Public Liability Insurances.	20 million public liability insurance for Burwood Council is attached.
The checklist and forms on page 91-94 of the Guide to Traffic and Transport Management for Special Events.	Completed checklist attached.
Traffic Control Plans, with the licence information on it.	Included as part of attached Traffic Management Plan.

The event organisers will ensure that access through the closed-off area will be available for emergency vehicles with the guidance of traffic controllers. Furthermore, Police will be providing assistance with crowd control and pedestrian flow throughout the event site.



A special event clearway was sought from Transport for NSW for both sides of Burwood Road between Railway Parade and Belmore Street from 11:00am Friday 31 January to 1:30am Saturday 1 February 2025. TfNSW Major Events team did not support the special event clearway. As such despite mention of Special Event Clearways with the Traffic Management Plan attached, this will not form part of traffic management for the event.

As a result of the refusal of a Special Events Clearway, Council will seek to introduce temporary 'No Stopping' restrictions for both sides of Burwood Road between Railway Parade and Belmore Street from 11:00am Friday 31 January to 1:30am Saturday 1 February 2025. Signs and parking restrictions will be reverted to normal following the event.

Appropriate advance warning signage (including VMS), detours and temporary bus shelters will be provided as indicated in the attached Traffic Management Plan.

### **Consultation**

Consultation in relation to traffic management for the event has already commenced with NSW Police and emergency services, Transport for NSW and bus operators. Detours have been established which will minimise the impacts on buses and emergency services, particularly avoiding traffic diversion through Belmore Street east and Livingstone Street.

The event will have a comprehensive marketing campaign. The event will be published through Council's social media pages, community newsletters, website, digital screens, street banners, fence banners and quarterly resident newsletter.

Two VMS will be installed around the event site to inform road users of the changed traffic conditions one week before the event, and also on the event date.

In addition to this there will be a letterbox drop across the Burwood town centre and residents along Burwood Road and associated detour will receive a letter from Council.

### **Financial Implications**

The event will be funded Council's Events Budget 2024/25.

### **Recommendations**

1. That Council approve the full road closure of Burwood Road between Railway Parade and Belmore Street from 1:00pm Friday 31 January to 1:30 am Saturday 1 February.
2. That Council approves the partial closure of 40 spaces in the Elizabeth Street carpark, with spaces blocked off with road barriers.
3. That Council approves the attached TCP clearly showing all proposed advance warning signage, detours and temporary bus shelters.
4. That all proposed temporary VMS boards are approved for installation at the locations specified for a period of one week prior to the event date.
5. That Council approves the temporary 'No Stopping' restrictions for both sides of Burwood Road between Railway Parade and Belmore Street from 11:00am Friday 31 January to 1:30am Saturday 1 February 2025.

### **Attachments**

- 1 TMP- Burwood Lunar New Year
- 2 Insurance - Burwood Council
- 3 Special Events Checklist - Burwood Lunar New Year
- 4 Police Approval
- 5 Transit Systems Approval



**(Item LTC24/24) Conder Street, Burwood - Work Zone Application**

File No: 24/21934

Report by Traffic Engineer & Design

**Summary**

Council has received an application to install a 'Work Zone' along the frontage of No. 25 Conder Street, Burwood, with works being undertaken to safeguard the heritage listed dwelling by addressing structural issues, and making internal design changes.

**Background**

Development consent was provided for alterations and additions to heritage listed dwelling at No. 25 Conder Street, Burwood, in April 2023. During the modification works, a 'Work Zone' has been requested along the western side of Conder Road, Burwood, for a length of 7m, directly in front of the site. This area will be used to deliver materials, parking and other construction works and is expected to be required for 28 weeks. Works on site are scheduled to commence on 1<sup>st</sup> August 2024.



**Proposal**

It is proposed to install a 'Work Zone' directly fronting the site per the diagram below to facilitate the construction and ensure access to the site is not impeded. The 'Work Zone' will be restricted in hours to 7:00 am – 6:00pm Monday to Friday and from 7:00am to 4:00pm on Saturdays, matching the hours stipulated on the development consent. The 'Work Zone' has been requested for a period of 28 weeks, which will then be reviewed to determine if it is still required.



The proposed arrangement will result in a loss of one on-street parking spaces during the restricted times. Outside of the restricted parking times, these areas will be available to the public.

### **Consultation**

A review of parking occupancy within the street has been undertaken, which has shown that the street is not highly occupied. The street is used primarily by residents and their visitors only. As such, no resident consultation was considered necessary as the proposed 'Works Zone' restrictions will be directly outside the development site and will be restricted to development consent hours only.

### **Financial Implications**

The "Work Zone" fees will be charged to the developer as per Council's Fees and Charges.

### **Recommendation**

The Council approve the installation of a 7 metre long "Work Zone – 7:00 am - 6:00pm Monday to Friday and from 7:00am to 4:00pm on Saturdays in front of No. 25 Conder Street, Burwood, for a period of 28 weeks.

### **Attachments**

There are no attachments for this report.

## (Item LTC25/24) Church Street, Burwood - Changes to Parking Restrictions

File No: 24/23111

Report by Traffic Engineer

### Summary

A resident of Church Street has requested that parking restrictions be altered near 38 Church Street to prevent vehicles parking across their driveway.

### Background

Church Street is a two-way road in Burwood Town Centre that connects Burwood Road and Shaftesbury Road.

There are currently 'No Parking' restrictions along its northern side for the entire length, and '2P 8am – 6pm Mon-Fri, 8am -1pm Sat, Permit Holders Excepted' along its southern length.

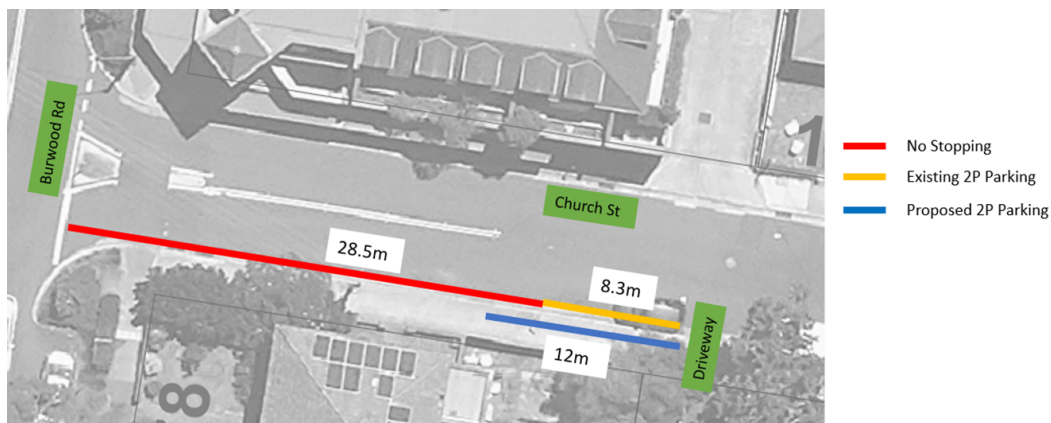
At its intersection with Burwood Road, there is a splitter seagull island, and 25m of BB lines to separate the travel lanes and reinforce the 'No Right Turn' restrictions into and out of Church Street. Along the Southern side of Church Street at its intersection with Burwood Road there is 28.5m of 'No Stopping' restrictions.

Between the driveway of #38 Church Street and the start of 2P restrictions on the southern side, there is 8.3m of length which is insufficient for two formal on-street parking spaces.

### Proposal

It is proposed that the 'No Stopping' restrictions on the southern side of Church Street be reduced by 3.7m, from 28.5 to 24.8m. This would allow the length of 2P parking restrictions to extend from 8.3m to 12m, allowing for sufficient space for two formal parking spaces.

The proposal will also involve the reduction of BB line length from 25m to 24.8m, to ensure vehicles are not parked within 3m of BB lines.



**Consultation**

The proposal will not decrease the available parking in this area or impact access to any adjacent site. As such no consultation was undertaken for this proposal.

**Financial Implications**

It is estimated that the cost of works to relocate the post and signs and remove part of the BB lines will be \$600.000 and will be funded from the 2024/25 Traffic Facilities budget.

**Recommendations**

1. That Council approve the reduction of 'No Stopping' restrictions on the southern side of Church Street near Burwood Road from 28.5m to 24.8m.
2. That Council approve the extension of the existing 2P parking restrictions outside #38 Church Street from 8.3m to 12m.
3. That Council approve the reduction of BB line length on Church St near Burwood Road from 25m to 24.8m.

**Attachments**

There are no attachments for this report.





## BURWOOD LOCAL TRAFFIC COMMITTEE

MINUTES OF THE MEETING OF THE BURWOOD LOCAL TRAFFIC COMMITTEE held at the ELECTRONICALLY on Thursday 4 July 2024 commencing at 9:00 AM.

### Attendance

Cr John Faker (Mayor) Chairperson  
Ms Angelica Joie Abragan, Transport for NSW  
Ms Maryann Duggan, Representative for State Member for Strathfield  
Mr Adrian Pritchard, Transit Systems  
Snr Constable Germaine Grant, NSW Police Service  
  
Mr George El Kazzi, Director City Assets  
Mr Roberto Di Federico, Manager Traffic and Transport  
Mr Jeremy Tinslay, Traffic Engineer  
Mrs Manasa Simhalapathi, Traffic & Design Engineer

### Apologies

There were no apologies.

### Declarations of Interest

There were no declarations of interests by Panel Members.

### Confirmation of Minutes

That the minutes of the ordinary meeting of the Burwood Local Traffic Committee held on Thursday 6 June 2024, as circulated, be confirmed and signed as a true record of the proceedings of the meeting.

**General Business**

**(Item LTC20/24) Car Share Bays - Various Croydon Locations Applied for by Goget**

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File No: 24/17376

**Summary**

GoGet has request approval for an additional two dedicated car share bays to be installed in Croydon in on-street locations to meet the growing demands of their members.

***Recommendation***

That Council approve the installation of a 6 metres long 'No Parking - Authorised Car Share Vehicles Excepted' in Young Street, Croydon on the southern side, west of Meta Street in an existing '1P 8am-6pm Mon-Fri, 8am-1pm Sat' parking area.

**(Item LTC21/24) Burwood Street Activation Events**

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File No: 24/21540

**Summary**

To seek the Committee's endorsement of the partial road closures of Burwood Road, Burwood and Paisley Road, Croydon for the purposes of street activation.

**TfNSW Comment**

*TfNSW agrees with Class 3 event classification. No concurrence needed from TfNSW.*

**Council Response**

No response required.

***Recommendations***

1. That Council approve the partial road closure of 5 parking spaces and 4 motorcycle spaces in front of 143A Burwood Road from Monday 30 September to Sunday 13 October, with bump in occurring on Sunday 29 September and bump out on Monday 14 October.
2. That Council approve the full road closure of the Paisley Road cul-de-sac near Paisley Lane between Saturday 7 December to Sunday 8 December, with bump in occurring on Friday 6 December and bump out on Monday 9 December.

**(Item LTC22/24) Greek Orthodox Parish Annual Greek Street Fair - 10 November 2024**

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File No: 24/21555

**Summary**

The Greek Orthodox Archdiocese of Australia is seeking Council's approval for the temporary road closure of Burleigh Street and Railway Parade, as well as part of the Elizabeth Street car park to facilitate the annual Greek Street Fair to be held on Sunday 10 November 2024 between 9am – 5pm.

**TfNSW Comment**

Please formally submit updated Class 2 event requirements for TfNSW concurrence. The attached Public Liability Insurances of Greek Orthodox Church (valid until 31 July 2024) and Council (valid until 31 October 2024) will both expire before the event.

**Council Response**

Required documents will be emailed to TfNSW. Insurances will be sent to TfNSW when updated.

***Recommendation***

That Council approve the proposed road closure in the following road sections from 5.00am to 8.30pm on Sunday 10 November 2024.

- Burleigh Street between Elizabeth Street and Railway Parade
- Railway Parade between Burwood Road and Shaftesbury Road
- A section of Council car park at the corner of Elizabeth Street and Burleigh Street
- Partial closure of 40 spaces in the Elizabeth Street carpark, with spaces blocked off with road barriers.

That Council approve the proposed 'No Stopping' restrictions on Railway Parade between Burwood Road and Burleigh Street from 10.00pm on Saturday 9 November – 8.30pm on Sunday 10 November.

**(Item LTC23/24) Burwood Lunar New Year Launch - 31 January 2025**

File No: 24/21568

**Summary**

It is proposed to temporarily close Burwood Road between Belmore Street and Railway Parade for the Burwood Lunar New Year Launch, to be held on Friday 31<sup>st</sup> January 2025 between 5:00pm to 10:00pm.

**TfNSW Comment**

Please formally submit updated Class 2 event requirements for TfNSW concurrence. The attached Public Liability Insurance of Council (valid until 31 October 2024) will expire before the event.

**Council Response**

Required documents will be emailed to TfNSW. Insurances will be sent to TfNSW when updated.

***Recommendations***

1. That Council approve the full road closure of Burwood Road between Railway Parade and Belmore Street from 1:00pm Friday 31 January to 1:30 am Saturday 1 February.
2. That Council approves the partial closure of 40 spaces in the Elizabeth Street carpark, with spaces blocked off with road barriers.
3. That Council approves the attached TCP clearly showing all proposed advance warning signage, detours and temporary bus shelters.
4. That all proposed temporary VMS boards are approved for installation at the locations specified for a period of one week prior to the event date.

That Council approves the temporary 'No Stopping' restrictions for both sides of Burwood Road between Railway Parade and Belmore Street from 11:00am Friday 31 January to 1:30am Saturday 1 February 2025.

**(Item LTC24/24) Conder Street, Burwood - Work Zone Application**

File No: 24/21934

**Summary**

Council has received an application to install a 'Work Zone' along the frontage of No. 25 Conder Street, Burwood, with works being undertaken to safeguard the heritage listed dwelling by addressing structural issues, and making internal design changes.

***Recommendation***

The Council approve the installation of a 7 metre long "Work Zone – 7:00 am - 6:00pm Monday to Friday and from 7:00am to 4:00pm on Saturdays in front of No. 25 Conder Street, Burwood, for a period of 28 weeks.



**(Item LTC25/24) Church Street, Burwood - Changes to Parking Restrictions**

File No: 24/23111

**Summary**

A resident of Church Street has requested that parking restrictions be altered near 38 Church Street to prevent vehicles parking across their driveway.

***Recommendations***

1. That Council approve the reduction of 'No Stopping' restrictions on the southern side of Church Street near Burwood Road from 28.5m to 24.8m.
2. That Council approve the extension of the existing 2P parking restrictions outside #38 Church Street from 8.3m to 12m.
3. That Council approve the reduction of BB line length on Church St near Burwood Road from 25m to 24.8m.



## NOTICE OF BURWOOD LOCAL TRAFFIC COMMITTEE MEETING

The August 2024 meeting of the Burwood Local Traffic Committee will be held electronically with the agenda emailed to members for review.

The minutes from the July 2024 meeting have also been emailed to members for confirmation.

All comments are required to be returned to Council by 5:00 pm Monday 5 August 2024

Tommaso Briscese  
**General Manager**

2 Conder Street Burwood NSW 2134, PO Box 240 Burwood NSW 1805  
phone: 9911 9911 facsimile: 9911 9900  
email: [council@burwood.nsw.gov.au](mailto:council@burwood.nsw.gov.au)  
website: [www.burwood.nsw.gov.au](http://www.burwood.nsw.gov.au)

Agenda

1. Acknowledgement of Country

Council acknowledges the Wangal people of the Eora Nation who are the traditional custodians of this land. Council also pays respect to their elders, both past and present, and extends that respect to other First Nations People who may be present.

2. Apologies

3. Confirmation of Minutes

*That the Minutes of the Burwood Local Traffic Committee held on Thursday, 4 July 2024, as circulated, be confirmed and signed as a true record of the proceeding of the meeting.*

4. General Business

(Item LTC26/24)	Burwood Road, Croydon Park - Changes to Parking Restrictions .....	3
(Item LTC27/24)	Lindsay Street, Burwood - Work Zone Application.....	5
(Item LTC28/24)	Trial of Extended On-Street Ticket Parking Restriction Hours .....	7
(Item LTC29/24)	Hextol Street, Croydon Park - Work Zone .....	10

## **General Business**

### **(Item LTC26/24) Burwood Road, Croydon Park - Changes to Parking Restrictions**

File No: 24/27043

Report by Traffic Engineer

#### **Summary**

It is proposed to modify the 'No Stopping' restrictions outside of 124 Burwood Road, Croydon Park to align with the Australian Road Rules and improve traffic flow and sight lines.

#### **Background**

A resident has raised concerns over vehicles parked between the short length of kerb between the driveways of #122 and #124 Burwood Road, which affects their ability to enter and exit their property, particularly as they are located adjacent to the intersection of Burwood Road and Mitchell Street.

According to the NSW Road Rule 170(2), motorists must not stop on a road within 20 metres from the nearest point of an intersecting road at an intersection with traffic lights. Currently, 'No Stopping' restrictions extend 12m south of the stop line of the southern approach to the intersection.

#### **Proposal**

It is proposed that the 'No Stopping' restriction be extended further south to the driveway of #124 Burwood Road, such that it is 23 metres from the stop line. Extending it to this location will reduce the risk of vehicles parking in a way that restricts access to the driveway, as the remaining 3 metres length is insufficient to qualify as a formal on-street parking space.



The proposed changes will lead to a loss of two existing unrestricted parking spaces along Burwood Road.

### **Consultation**

Consultation was conducted with 25 properties in the vicinity of the site. No responses were received other than the resident of 124 Burwood Road, who noted strong support for the proposal.

### **Financial Implications**

The approximate cost of the works is \$500 and will be funded from the Traffic Facilities Budget 2024/2025.

### **Recommendation**

That Council approve the extension of 'No Stopping' restrictions further south to the driveway of #124 Burwood Road, such that it is 23 metres from the southern approach of the Burwood Road / Mitchell Street intersection.

### **Attachments**

There are no attachments for this report.

**(Item LTC27/24) Lindsay Street, Burwood - Work Zone Application**

File No: 24/27171

Report by Traffic Engineer & Design

**Summary**

Council has received an application to install a 'Work Zone' along the frontage of No. 32 Lindsay Street, Burwood for alterations and additions to the existing dwelling house and construction of a new swimming pool.

**Background**

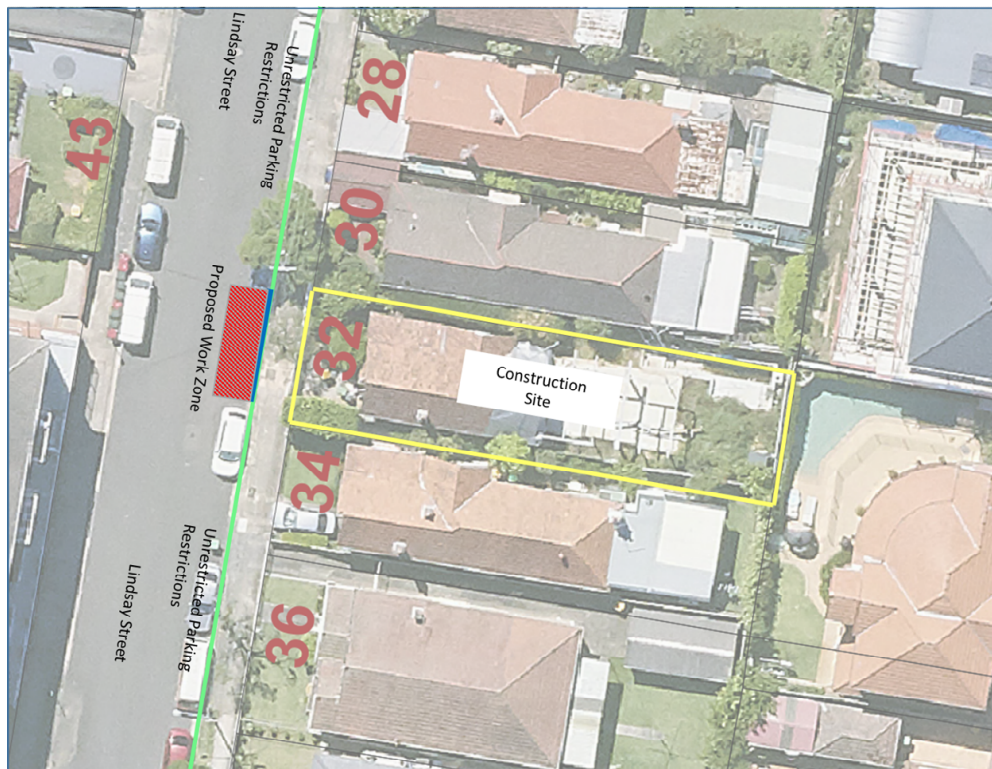
Development consent was provided for alterations and additions to the existing dwelling at No. 32 Lindsay Street, Burwood, in February 2023. During the modification works, a 'Work Zone' has been requested along the western side of Lindsay Street, Burwood, for a length of 6m, directly in front of the site. This area will be used to deliver materials, parking and other construction works and is expected to be required for 28 weeks. Works on site are scheduled to commence on 1<sup>st</sup> September 2024.



**Proposal**

It is proposed to install a 'Work Zone' directly fronting the site per the diagram below to facilitate the construction and ensure access to the site is not impeded. The 'Work Zone' will be restricted in hours to 7:00 am – 6:00pm Monday to Friday and from 7:00am to 4:00pm on Saturdays, matching the hours stipulated on the development consent. The 'Work Zone' has been requested for a period of 28 weeks, which will then be reviewed to determine if it is still required.





The proposed arrangement will result in a loss of one on-street parking spaces during the restricted times. Outside of the restricted parking times, these areas will be available to the public.

### **Consultation**

A review of parking occupancy within the street has been undertaken, which has shown that the street is not highly occupied. The street is used primarily by residents and their visitors only. As such, no resident consultation was considered necessary as the proposed 'Works Zone' restrictions will be directly outside the development site and will be restricted to development consent hours only.

### **Financial Implications**

The "Work Zone" fees will be charged to the developer as per Council's Fees and Charges.

### **Recommendation**

The Council approve the installation of a 6 metre long "Work Zone – 7:00am – 6:00pm Monday to Friday, and from 7:00am to 4:00pm Saturday directly fronting on 32 Lindsay Street, Burwood for a period of 28 weeks.

### **Attachments**

There are no attachments for this report.

## **(Item LTC28/24) Trial of Extended On-Street Ticket Parking Restriction Hours**

File No: 24/27624

Report by Manager Traffic & Transport

### **Summary**

This report proposes an amendment to the existing '2P Ticket' on-street parking restrictions in part of the Burwood Town Centre. The current restrictions, from '9am-7pm Monday to Saturday', are recommended to be extended to '9am-10pm Monday to Sunday' for a trial period of six months. The trial aims to ensure parking availability for visitors, especially during busy evening and Sunday periods and to align with off-street parking restrictions.

### **Background**

The Burwood Town Centre has experienced an increase in visitor numbers during evenings and on Sundays. This influx has led to higher demand for parking spaces, causing congestion and inconvenience for visitors. Currently, the '2P Ticket' on-street parking restrictions are in effect from 9am-7pm Monday to Saturday. However, off-street parking facilities operate under extended hours from 9am-10pm Monday to Sunday.

To address the disparity between on-street and off-street parking restrictions and to better manage the increased parking demand during evening and weekend peak times, a review of the current on-street parking regulations is necessary.

### **Proposal**

It is proposed to amend the existing '2P Ticket' on-street parking restrictions to extend the operational hours from 9am-7pm Monday to Saturday to 9am-10pm Monday to Sunday. The changes are proposed to be introduced as a trial in the streets surrounding Council's George Street car park which include George Street, Elsie Street, Gloucester Avenue, Victoria Street and Park Avenue per the map below. This trial extension will align on-street parking restrictions with off-street parking restrictions within the George Street car park.





The current discrepancy between on-street and off-street parking hours creates confusion and inconvenience for visitors. By standardising the hours, visitors will have a clearer understanding of parking regulations, leading to more consistent and efficient use of available parking spaces.

Additionally, the extended hours will ensure adequate parking availability for visitors during busy evenings and Sundays. Extending the on-street parking restrictions will help manage this increased demand, ensuring that visitors have sufficient parking options and reducing the likelihood of illegal parking or prolonged searching for spaces.

Furthermore, the proposed extension will improve traffic flow and reduce congestion in the Town Centre. Extended parking restrictions will encourage better turnover of parking spaces, as vehicles will not be able to park for extended periods beyond the regulated time. This increased turnover will facilitate smoother traffic flow and reduce congestion, enhancing the overall accessibility and attractiveness of the Town Centre for visitors.

The trial extension of the '2P Ticket' on-street parking restrictions will be implemented for a period of six months. During this time, the effectiveness of the extended hours will be monitored to assess their impact on parking availability, traffic flow, and visitor satisfaction. This trial period will provide data and insights to determine whether the extended restrictions should be rolled out across all on-street ticket parking areas, ensuring a holistic approach to managing parking demand and improving the overall visitor experience.

### **Consultation**

The on-street parking in the town centre is essential for providing convenient parking for visitors, which in turn supports a vibrant and busy town centre. By ensuring that parking spaces are readily available for short-term use by visitors, local businesses and amenities can benefit from increased foot traffic, contributing to the overall economic health and vitality of the area.

Residents will not be affected by the change in parking restrictions, as they are provided with parking permits that exempt them from adhering to the signposted regulations. These permits allow residents to park without time limitations, ensuring that they have convenient and reliable access to parking near their homes. The extended '2P Ticket' restrictions are aimed primarily at managing visitor parking demand, and the permit system will continue to support residents' parking needs without any additional burden.

For residents who are not eligible for parking permits, they are typically part of developments that include off-street parking facilities. These developments are designed to accommodate the parking needs of their residents internally, thereby reducing the reliance on on-street parking. As a result, these residents will not be impacted by the changes to the 2P ticket on-street parking restrictions, as they have designated parking spaces within their residential complexes.

### **Financial Implications**

The cost to upgrade existing signage in these streets is estimated to cost \$9,000 and will be funded from the 2024/25 Traffic Facilities Budget.

The paid parking fees for the extension of the ticket parking areas is proposed to align with the off-street car park tariffs, being \$4.70 per hour between 9am and 7pm, and \$3.00 per hour between 7pm and 10pm Monday to Sunday per Council's 2024/25 Fees and Charges.

### **Recommendation**

1. That Council approve the six-month trial extension of the '2P Ticket' on-street parking restrictions from 9am-7pm Monday to Saturday to 9am-10pm Monday to Sunday within the following streets:
  - George Street between Park Road and John Street
  - Elise Street

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- Gloucester Avenue
  - Victoria Street between Park Road and Dunns Lane
  - Park Avenue between Park Road and Dunns Lane
2. That Council review the findings at the end of the trial period and make a decision on whether to make the extended restrictions permanent and rolled out to other on-street ticket parking areas.

**Attachments**

There are no attachments for this report.

**(Item LTC29/24) Hextol Street, Croydon Park - Work Zone**

File No: 24/29701

Report by Traffic Engineer & Design

**Summary**

It is proposed to install a 'Works Zone' in Hextol Street to facilitate the construction works required for the Flockhart Park upgrade. The works will include the renewal of aging play equipment, installation of new play space with fencing along Hextol Street, a permanent shade structure, and exercise equipment units along the Cooks River Cycle Way between Burwood Road and Trelawney Street. The Works Zone restriction will cover three existing parking spaces along the southern side of Hextol Street for the duration of the project.

**Background**

To facilitate Flockhart Park upgrade works, a site compound has been established opposite 25 Hextol Street, along the perpendicular car parking area on the southern side of Hextol Street. The site compound takes up 3 existing car spaces. Construction activities have already commenced and are expected to be completed by end of September 2024.

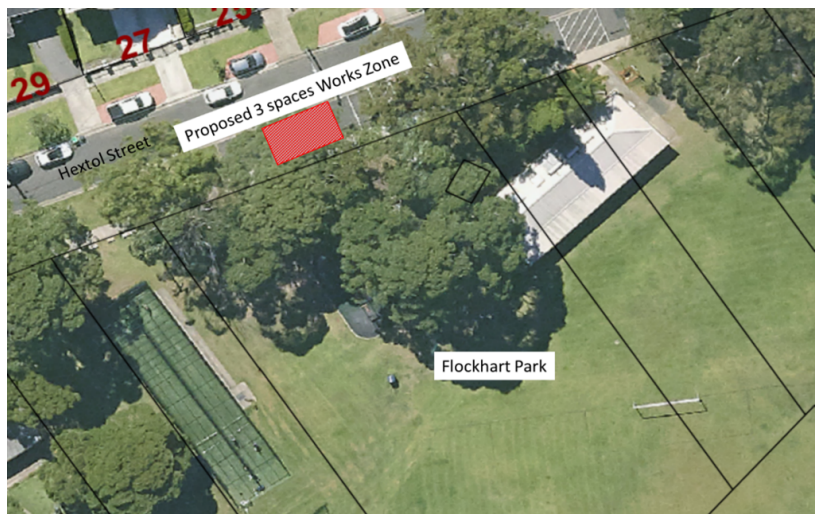
Unrestricted parking restrictions are currently in place along the perpendicular spaces on the south side of Hextol Street.

**Proposal**

It is proposed to install an 8-meter long Work Zone north of the site compound, within the perpendicular parking area on Hextol Street. The Work Zone will be restricted to the hours of consent for the development, being 7.00am – 5.00pm Monday to Friday and 7.00am – 4.00pm Saturday.

The Work Zone will result in the loss of three car spaces during restricted times. Outside of the Work Zone times, these areas will be available to public for parking as unrestricted parking in accordance with the original parking restrictions.

The Work Zone has been requested for a period of 2 months until the end of September 2024, which will then be reviewed to determine if it is still required.



**Consultation**

Parking occupancy in the subject area has been observed to be very low during the day on weekdays, and the subject parking area is not part of any Permit Parking Scheme area. There is not expected to be any major disruption as a result of the proposed Works Zone, therefore no community consultation was conducted. Adjacent properties will be notified ahead of new signs being installed.

**Financial Implications**

'Work zone' fees will not be applied as the works are for a Council project.

**Recommendation(s)**

That Council approve installation of a "Works Zone 7:00am – 5:00pm Monday to Friday and 7.00am – 4.00pm Saturday" and all relevant signage across the three parking spaces along Hextol Street will as shown in the report

**Attachments**

There are no attachments for this report.



## BURWOOD LOCAL TRAFFIC COMMITTEE

MINUTES OF THE MEETING OF THE BURWOOD LOCAL TRAFFIC COMMITTEE held at the ELECTRONICALLY on Monday 3 August 2024 commencing at 9:00 AM.

### Attendance

Cr John Faker (Mayor) Chairperson  
Mr German Barragan, Transport for NSW  
Ms Maryann Duggan, Representative for State Member for Strathfield  
Mr Adrian Pritchard, Transit Systems  
Snr Constable Germaine Grant, NSW Police Service  
  
Mr George El Kazzi, Director City Assets  
Mr Roberto Di Federico, Manager Traffic and Transport  
Mr Jeremy Tinslay, Traffic Engineer  
Mrs Manasa Simhalapathi, Traffic & Design Engineer

### Apologies

There were no apologies.

### Declarations of Interest

There were no declarations of interests by Panel Members.

### Confirmation of Minutes

That the minutes of the ordinary meeting of the Burwood Local Traffic Committee held on Thursday 4 July 2024, as circulated, be confirmed and signed as a true record of the proceedings of the meeting.

**General Business**

**(Item LTC26/24) Burwood Road, Croydon Park - Changes to Parking Restrictions**

File No: 24/27043

**Summary**

It is proposed to modify the 'No Stopping' restrictions outside of 124 Burwood Road, Croydon Park to align with the Australian Road Rules and improve traffic flow and sight lines.

***Recommendation***

That Council approve the extension of 'No Stopping' restrictions further south to the driveway of #124 Burwood Road, such that it is 23 metres from the southern approach of the Burwood Road / Mitchell Street intersection.

**(Item LTC27/24) Lindsay Street, Burwood - Work Zone Application**

File No: 24/27171

**Summary**

Council has received an application to install a 'Work Zone' along the frontage of No. 32 Lindsay Street, Burwood for alterations and additions to the existing dwelling house and construction of a new swimming pool.

***Recommendation***

The Council approve the installation of a 6 metre long "Work Zone – 7:00am – 6:00pm Monday to Friday, and from 7:00am to 4:00pm Saturday directly fronting on 32 Lindsay Street, Burwood for a period of 28 weeks.

**(Item LTC28/24) Trial of Extended On-Street Ticket Parking Restriction Hours**

File No: 24/27624

**Summary**

This report proposes an amendment to the existing '2P Ticket' on-street parking restrictions in part of the Burwood Town Centre. The current restrictions, from '9am-7pm Monday to Saturday', are recommended to be extended to '9am-10pm Monday to Sunday' for a trial period of six months. The trial aims to ensure parking availability for visitors, especially during busy evening and Sunday periods and to align with off-street parking restrictions.

**Recommendation**

1. That Council approve the six-month trial extension of the '2P Ticket' on-street parking restrictions from 9am-7pm Monday to Saturday to 9am-10pm Monday to Sunday within the following streets:
  - George Street between Park Road and John Street
  - Elise Street
  - Gloucester Avenue
  - Victoria Street between Park Road and Dunns Lane
  - Park Avenue between Park Road and Dunns Lane
2. That Council review the findings at the end of the trial period and make a decision on whether to make the extended restrictions permanent and rolled out to other on-street ticket parking areas.

**(Item LTC29/24) Hextol Street, Croydon Park - Work Zone**

File No: 24/29701

**Summary**

It is proposed to install a 'Works Zone' in Hextol Street to facilitate the construction works required for the Flockhart Park upgrade. The works will include the renewal of aging play equipment, installation of new play space with fencing along Hextol Street, a permanent shade structure, and exercise equipment units along the Cooks River Cycle Way between Burwood Road and Trelawney Street. The Works Zone restriction will cover three existing parking spaces along the southern side of Hextol Street for the duration of the project.

**Recommendation(s)**

That Council approve installation of a "Works Zone 7:00am – 5:00pm Monday to Friday and 7.00am – 4.00pm Saturday" and all relevant signage across the three parking spaces along Hextol Street will as shown in the report