



Burwood Inc.1874
Burwood . Burwood Heights . Croydon . Croydon Park . Enfield . Strathfield

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 9 December 2025 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.

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General Manager

Councillors



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Council meeting room

General
Manager

Mayor

Cr
Mannah

Cr Bhatta

Cr Yang

Cr Esber

Cr Wu-
Coshott

Cr Hull

Public gallery

Agenda

For an Ordinary Meeting of Burwood Council to be held in the Conference Room, Level 1, 2 Conder Street, Burwood on Tuesday 9 December 2025 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 Tuesday, 18 November 2025, copies of which were previously circulated to all councillors be hereby confirmed as a true and correct record.

9. Mayoral Minutes

10. Reports to Council

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11. Confidential Items

(Item 96/25) Appointments to Burwood Design Review Panel

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.

12. Conclusion of the Meeting

Reports to Council

(Item 91/25) Draft Code of Meeting Practice - Endorsement for Public Exhibition

File No: 25/65420

Report by Director Corporate Services

Summary

Section 360 of the *Local Government Act 1993* (the Act) requires Council to adopt a Code of Meeting Practice that incorporates the mandatory provisions of the Model Code of Meeting Practice (the Model Code) prescribed by the *Local Government Regulation 2021* (the Regulation).

The Office of Local Government (OLG) released an updated Model Code on 29 August 2025. The purpose of this report is to place a Draft Code of Meeting Practice (the Draft Code) that incorporates its mandatory provisions on public exhibition.

Operational Plan Objective

C11.1 Conduct Council business with transparency, accountability, compliance and probity that ensures community confidence in decision making

Background

Council's current Code of Meeting Practice was adopted on 23 September 2025, one year after the last ordinary election of councillors, as required by section 360 of the Act.

Changes to the Model Code that was updated in August 2025 include:

- Pre-meeting briefings are prohibited for items not on a meeting agenda
- All Council meetings and public forums must be livestreamed
- Councillor attendance at meetings via audio link is now limited to instances of ill-health or other medical reasons or unforeseen caring responsibilities
- Public forums must be held separately to council meetings, but the rules for the format of those forums have been removed from the Code, providing councils flexibility to determine their own rules
- Mayoral minutes may be put for any business, not only urgent business
- Councillors, staff and the public should stand when the mayor enters the chamber and while addressing the meeting, where possible
- Confidential items must be made public once they cease to be confidential
- A new definition for disorder at meetings
- Provisions relating to foreshadowed motions have been removed

Council is required to adopt a Code of Meeting Practice that incorporates these changes. A Draft Code must be publicly exhibited for 28 days and must be open to submissions from the public for 42 days.

Mandatory provisions contained with the Model Code will automatically come into effect on 1 January 2026. Council's next meeting date is 17 February 2026.

Proposal

A Draft Code has been prepared that incorporates the mandatory provisions of the Model Code and is contained in Attachment 1 to this report.

Additionally, the Model Code provides some non-mandatory provisions that councils can choose to adopt. The following non-mandatory and other supplementary provisions have been proposed for adoption:

Clause	Non-Mandatory Provision	Reasoning
3.1	Meetings to commence at 6:00pm immediately following the public forum (if any)	Continue with existing practice
3.10	Notices of motion to be submitted 5:00pm on the Monday two weeks before the meeting	Continue with existing practice
8.1	General order of business for Ordinary Meetings	Continue with existing practice
11.6 & 20.24	All votes at meetings are recorded in the minutes	Continue with existing practice
13.1-13.7	Moving items in bloc	Continue with existing practice
15.15-15.16	Chairperson may expel any person, including a councillor, from a meeting for disorder	Continue with existing practice
17.14-17.19	Resolutions may be recommitted to correct an error	Continue with existing practice
18.1-18.5	Meetings to conclude no later than 11:00pm	Continue with existing practice

Consultation

It is proposed that the Draft Code is placed on public exhibition, inviting submissions for the required 42 days under section 36 of the Act. Should no submissions be received, it is proposed the Draft Code be automatically adopted following the submission period. If submissions are received, and no or only minor editorial changes are made as a result, the Draft Code may be adopted at the February meeting without additional exhibition. If major changes are made, an additional exhibition period will be required.

Planning or Policy Implications

As the new Model Code removes the ability to have pre-meeting briefings, it is proposed that Council revoke the existing *Councillor Briefings and Workshops Policy* that governed how these briefing sessions were run.

A standalone policy relating to Public Forums is proposed under a separate report in this agenda.

Financial Implications

No Financial implications.

Conclusion

Council is obliged by law to maintain a Code of Meeting Practice that includes the mandatory provisions of the *Model Code of Meeting Practice for Local Councils in NSW*. Following an update to the Model Code, an updated Draft Code of Meeting Practice is proposed for public exhibition and automatic adopted after that period, subject to any submissions being received.

Recommendation(s)

That Council:

1. places the *Draft Code of Meeting Practice*, contained in [Attachment 1](#) to this report, on public exhibition for a period of 28 days and invite submissions from the public for a period of 42 days
2. if submissions are received, directs the General Manager to report on the outcome of the public exhibition at the next ordinary meeting of Council following the last date for lodgement of submissions

3. if no submissions are received, adopts the *Draft Code of Meeting Practice* without further amendment and revokes the existing *Code of Meeting Practice*
4. revokes the *Councillor Briefings and Workshops Policy*.

Attachments

- 1 [↓](#) Draft Code of Meeting Practice - for Public Exhibition



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CODE OF MEETING PRACTICE

based on the *Model Code of Meeting Practice for Local Councils in NSW*

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1. Introduction

This Code of Meeting Practice (the Code) is based on the Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code), prescribed under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2021* (the Regulation).

The Code applies to all meetings of Burwood Council and committees of which all the members are Councillors. Council committees whose members include persons other than Councillors may adopt their own rules for meetings unless the Council determines otherwise.

All Councils must adopt a code of meeting practice that incorporates the mandatory provisions of the Model Meeting Code issued by the Office of Local Government.

A Council's adopted Code of Meeting Practice may also incorporate the non-mandatory provisions of the Model Meeting Code and other supplementary provisions. However, a code of meeting practice adopted by a Council must not contain provisions that are inconsistent with the mandatory provisions of this Model Meeting Code.

A Council and a committee of the Council of which all the members are Councillors must conduct its meetings in accordance with the Code of Meeting Practice adopted by the Council.

The Model Meeting Code also applies to meetings of the boards of joint organisations. These provisions are not relevant to Burwood Council and have therefore been deleted.

2. Meeting Principles

2.1 Council and committee meetings should be:

- Transparent:** Decisions are made in a way that is open and accountable.
- Informed:** Decisions are made based on relevant, quality information.
- Inclusive:** Decisions respect the diverse needs and interests of the local community.
- Principled:** Decisions are informed by the principles prescribed under Chapter 3 of the Act.
- Trusted:** The community has confidence that councillors and staff act ethically and make decisions in the interests of the whole community.
- Effective:** Meetings are well organised, effectively run and skilfully chaired.
- Orderly:** Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

Note: *The Office of Local Government has issued a guideline on free speech in local government in NSW. The Guideline provides practical guidance to councils on what free speech means in the context of NSW local government, including in relation to council meetings. The Guidelines have been issued under section 23A of the Act meaning councils must consider them when exercising their functions at meetings.*

3. Before the Meeting

Timing of ordinary council meetings

- 3.1 Ordinary meetings of the council will be held on the 4th Tuesday of each month (February to December) immediately following the conclusion of the Public Forum that may commence at 6.00 pm in the Conference Room, 2 Conder Street, Burwood and in accordance with Council's meeting schedule, adopted by resolution.

Note: Under section 365 of the Act, councils are required to meet at least ten (10) times each year, each time in a different month unless the Minister for Local Government has approved a reduction in the number of times that a council is required to meet each year under section 365A.

Extraordinary meeting

- 3.2 If the mayor receives a request in writing, signed by at least two (2) councillors, the mayor must call an extraordinary meeting of the council to be held as soon as practicable, but in any event, no more than fourteen (14) days after receipt of the request. The mayor can be one of the two councillors requesting the meeting.

Note: Clause 3.2 reflects section 366 of the Act.

- 3.3 The mayor may call an extraordinary meeting without the need to obtain the signature of two (2) councillors.

Notice to the public of council meetings

- 3.4 The council must give notice to the public of the time, date and place of each of its meetings, including extraordinary meetings and of each meeting of committees of the council.

Note: Clause 3.4 reflects section 9(1) of the Act.

- 3.5 For the purposes of clause 3.4, notice of a meeting of the council and of a committee of council is to be published before the meeting takes place. The notice must be published on the council's website, and in such other manner that the council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.

- 3.6 For the purposes of clause 3.4, notice of more than one (1) meeting may be given in the same notice.

Notice to councillors of ordinary council meetings

- 3.7 The general manager must send to each councillor, at least three (3) days before each meeting of the council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting.

Note: Clause 3.7 reflects section 367(1) of the Act.

- 3.8 The notice and the agenda for, and the business papers relating to, the meeting may be given to councillors in electronic form, but only if all councillors have facilities to access the notice, agenda and business papers in that form.

Note: Clause 3.8 reflects section 367(3) of the Act.

Notice to councillors of extraordinary meetings

- 3.9 Notice of less than three (3) days may be given to councillors of an extraordinary meeting of the council in cases of emergency.

Note: Clause 3.9 reflects section 367(2) of the Act.

Giving notice of business to be considered at council meetings

- 3.10 A councillor may give notice of any business they wish to be considered by the council at its next ordinary meeting by way of a notice of motion. To be included on the agenda of the meeting, the notice of motion must be in writing and must be submitted by **5:00pm on the Monday two weeks before** the meeting is to be held.

- 3.11 A councillor may, in writing to the general manager, request the withdrawal of a notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.

Questions with notice

- 3.12 A councillor may, by way of a notice submitted under clause 3.10, ask a question for response by the general manager about the performance or operations of the council.
- 3.13 A councillor is not permitted to ask a question with notice under clause 3.12 that would constitute an act of disorder.
- 3.14 The general manager or their nominee may respond to a question with notice submitted under clause 3.12 by way of a report included in the business papers for the relevant meeting of the council.

Agenda and business papers for ordinary meetings

- 3.15 The general manager must cause the agenda for a meeting of the council or a committee of the council to be prepared as soon as practicable before the meeting.
- 3.16 The general manager must ensure that the agenda for an ordinary meeting of the council states:
- a. all matters to be dealt with arising out of the proceedings of previous meetings of the council, and
 - b. if the mayor is the chairperson – any matter or topic that the chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
 - c. all matters, including matters that are the subject of staff reports and reports of committees, to be considered at the meeting, and
 - d. any business of which due notice has been given under clause 3.10.
- 3.17 Nothing in clause 3.16 limits the powers of the mayor to put a mayoral minute to a meeting without notice under clause 9.7.
- 3.18 The general manager must not include in the agenda for a meeting of the council any business of which due notice has been given if, in the opinion of the general manager, the business is, or the implementation of the business would be, unlawful. The general manager must report, without giving details of the item of business, any such exclusion to the next meeting of the council.
- 3.19 Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the general manager, is likely to take place when the meeting is closed to the public, the general manager must ensure that the agenda of the meeting:
- a. identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
 - b. states the grounds under section 10A(2) of the Act relevant to the item of business.

Note: Clause 3.19 reflects section 9(2A)(a) of the Act.

- 3.20 The general manager must ensure that the details of any item of business which, in the opinion of the general manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided to councillors for the meeting concerned. Such details must not be included in the business papers made available to the public and must not be disclosed by a councillor or by any other person to another person who is not authorised to have that information.

Availability of the agenda and business papers to the public

3.21 Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of the council and committees of council, are to be published on the council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of the council, at the relevant meeting and at such other venues determined by the council.

Note: Clause 3.21 reflects section 9(2) and (4) of the Act.

3.22 Clause 3.21 does not apply to the business papers for items of business that the general manager has identified under clause 3.19 as being likely to be considered when the meeting is closed to the public.

Note: Clause 3.22 reflects section 9(2A)(b) of the Act.

3.23 For the purposes of clause 3.21, copies of agendas and business papers must be published on the council's website and made available to the public at a time that is as close as possible to the time they are available to councillors.

Note: Clause 3.23 reflects section 9(3) of the Act.

3.24 A copy of an agenda, or of an associated business paper made available under clause 3.21, may in addition be given or made available in electronic form unless the council determines otherwise.

Note: Clause 3.24 reflects section 9(5) of the Act.

Agenda and business papers for extraordinary meetings

3.25 The council must ensure that the agenda for an extraordinary meeting of the council deals only with the matters stated in the notice of the meeting.

3.26 Nothing in clause 3.25 limits the powers of the mayor to put a mayoral minute to an extraordinary meeting without notice under clause 9.7.

3.27 Despite clause 3.25, business may be considered at an extraordinary meeting of the council at which all councillors are present, even though due notice has not been given of the business, if the council resolves to deal with the business on the grounds that it is urgent and requires a decision by the council before the next scheduled ordinary meeting of the council. A resolution adopted under this clause must state the reasons for the urgency.

3.28 A motion moved under clause 3.27 can be moved without notice but only after the business notified in the agenda for the extraordinary meeting has been dealt with. Despite any other provision of this code, only the mover of a motion moved under clause 3.27, and the chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

3.29 If all councillors are not present at the extraordinary meeting, the council may only deal with business at the meeting that councillors have not been given due notice of, where a resolution is adopted in accordance with clause 3.27 and the chairperson also rules that the business is urgent and requires a decision by the council before the next scheduled ordinary meeting.

3.30 A motion of dissent cannot be moved against a ruling of the chairperson under clause 3.29 on whether a matter is urgent.

Prohibition of pre-meeting briefing sessions

- 3.31 Briefing sessions must not be held to brief councillors on business listed on the agenda for meetings of the council or committees of the council.

Note: The prohibition on the holding of briefing sessions under clause 3.31 reflects the intent of Chapter 4, Part 1 of the Act, which requires business of the council to be conducted openly and transparently at a formal meeting of which due notice has been given and to which the public has access. Pre-meeting briefing sessions are inconsistent with the principles of transparency, accountability and public participation and have the potential to undermine confidence in the proper and lawful decision-making processes of the council.

- 3.32 Nothing in clause 3.31 prevents a councillor from requesting information from the general manager about a matter to be considered at a meeting, provided the information is also available to the public. Information requested under this clause must be provided in a way that does not involve any discussion of the information.

4. Public Forums

- 4.1 The council may hold a public forum prior to meetings of the council and committees of the council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to meetings of other committees of the council.
- 4.2 The council may determine the rules under which public forums are to be conducted and when they are to be held.
- 4.3 The provisions of this code requiring the livestreaming of meetings also apply to public forums.

Note: See Clauses 5.35 to 5.40 for livestreaming provisions

5. Coming Together

Attendance by councillors at meetings

- 5.1 All councillors must make reasonable efforts to attend meetings of the council and of committees of the council of which they are members.
- Note: A councillor may not attend a meeting as a councillor (other than the first meeting of the council after the councillor is elected or a meeting at which the councillor takes an oath or makes an affirmation of office) until they have taken an oath or made an affirmation of office in the form prescribed under section 233A of the Act.**
- 5.2 The council may determine standards of dress for councillors when attending meetings.
- 5.3 A councillor cannot participate in a meeting of the council or of a committee of the council unless personally present at the meeting, unless permitted to attend the meeting by audio-visual link under this code.
- 5.4 Where a councillor is unable to attend one or more meetings of the council or committees of the council, the councillor should submit an apology for the meetings they are unable to attend, state the reasons for their absence from the meetings and request that the council grant them a leave of absence from the relevant meetings.
- 5.5 The council must not act unreasonably when considering whether to grant a councillor's request for a leave of absence.
- 5.6 Where a councillor makes an apology under clause 5.4, the council must determine by resolution whether to grant the councillor a leave of absence for the meeting for the purposes of section 234(1)(d) of the Act. If the council resolves not to grant a leave of absence for the meeting, it must state the reasons for its decision in its resolution.

- 5.7 A councillor's civic office will become vacant if the councillor is absent from three (3) consecutive ordinary meetings of the council without prior leave of the council, or leave granted by the council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

Note: Clause 5.7 reflects section 234(1)(d) of the Act.

The quorum for a meeting

- 5.8 The quorum for a meeting of the council is a majority of the councillors of the council who hold office at that time and are not suspended from office.

Note: Clause 5.8 reflects section 368(1) of the Act.

- 5.9 Clause 5.8 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of the council.

Note: Clause 5.9 reflects section 368(2) of the Act.

- 5.10 A meeting of the council must be adjourned if a quorum is not present:
- a. at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
 - b. within half an hour after the time designated for the holding of the meeting, or
 - c. at any time during the meeting.
- 5.11 In either case, the meeting must be adjourned to a time, date, and place fixed:
- a. by the chairperson, or
 - b. in the chairperson's absence, by the majority of the councillors present, or
 - c. failing that, by the general manager.
- 5.12 The general manager must record in the council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of the council, together with the names of the councillors present.
- 5.13 Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the health, safety and or welfare of councillors, council staff and members of the public may be put at risk by attending the meeting because of a natural disaster or a public health emergency, the mayor may, in consultation with the general manager and, as far as is practicable, with each councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on the council's website and in such other manner that the council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.
- 5.14 Where a meeting is cancelled under clause 5.13, the business to be considered at the meeting may instead be considered, where practicable, at the next ordinary meeting of the council or at an extraordinary meeting called by the mayor under clause 3.3.

Meetings held by audio-visual link

- 5.15 A meeting of the council or a committee of the council may be held by audio-visual link where the mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The mayor may only make a determination under this clause where they are satisfied that attendance at the meeting may put the health and safety of councillors and staff at risk. The mayor must make a determination under this clause in consultation with the general manager and, as far as is practicable, with each councillor.

- 5.16 Where the mayor determines under clause 5.15 that a meeting is to be held by audio-visual link, the general manager must:
- a. give written notice to all councillors that the meeting is to be held by audio-visual link, and
 - b. take all reasonable steps to ensure that all councillors can participate in the meeting by audio-visual link, and
 - c. cause a notice to be published on the council's website and in such other manner the general manager is satisfied will bring it to the attention of as many people as possible, advising that the meeting is to be held by audio-visual link and providing information about where members of the public may view the meeting.

- 5.17 This code applies to a meeting held by audio-visual link under clause 5.15 in the same way it would if the meeting was held in person.

Note: Where a council holds a meeting by audio-visual link under clause 5.15, it is still required under section 10 of the Act to provide a physical venue for members of the public to attend in person and observe the meeting.

Attendance by councillors at meetings by audio-visual link

- 5.18 Councillors may attend and participate in meetings of the council and committees of the council by audio-visual link with the approval of the council or the relevant committee where they are prevented from attending the meeting in person because of ill-health or other medical reasons or because of unforeseen caring responsibilities.
- 5.19 Clause 5.18 does not apply to meetings at which a mayoral election is to be held.
- 5.20 A request by a councillor for approval to attend a meeting by audio-visual link must be made in writing to the general manager prior to the meeting in question and must provide reasons why the councillor will be prevented from attending the meeting in person.
- 5.21 Councillors may request approval to attend more than one meeting by audio-visual link. Where a councillor requests approval to attend more than one meeting by audio-visual link, the request must specify the meetings the request relates to in addition to the information required under clause 5.20.
- 5.22 The council must comply with the Health Privacy Principles prescribed under the *Health Records and Information Privacy Act 2002* when collecting, holding, using and disclosing health information in connection with a request by a councillor to attend a meeting by audio-visual link.
- 5.23 A councillor who has requested approval to attend a meeting of the council or a committee of the council by audio-visual link may participate in the meeting by audio-visual link until the council or committee determines whether to approve their request and is to be taken as present at the meeting. The councillor may participate in a decision in relation to their request to attend the meeting by audio-visual link.
- 5.24 A decision whether to approve a request by a councillor to attend a meeting of the council or a committee of the council by audio-visual link must be made by a resolution of the council or the committee concerned. The resolution must state the meetings the resolution applies to.
- 5.25 If the council or committee refuses a councillor's request to attend a meeting by audio-visual link, their link to the meeting is to be terminated.
- 5.26 A decision whether to approve a councillor's request to attend a meeting by audio-visual link is at the council's or the relevant committee's discretion. The council and committees of the council must act reasonably when considering requests by councillors to attend meetings by audio-visual link.

- 5.27 The council and committees of the council may refuse a councillor's request to attend a meeting by audio-visual link where the council or committee is satisfied that the councillor has failed to appropriately declare and manage conflicts of interest, observe confidentiality or to comply with this code on one or more previous occasions they have attended a meeting of the council or a committee of the council by audio-visual link.
- 5.28 This code applies to a councillor attending a meeting by audio-visual link in the same way it would if the councillor was attending the meeting in person. Where a councillor is permitted to attend a meeting by audio-visual link under this code, they are to be taken as attending the meeting in person for the purposes of the code and will have the same voting rights as if they were attending the meeting in person.
- 5.29 A councillor must give their full attention to the business and proceedings of the meeting when attending a meeting by audio-visual link. The councillor's camera must be on at all times during the meeting except as may be otherwise provided for under this code.
- 5.30 A councillor must be appropriately dressed when attending a meeting by audio-visual link and must ensure that no items are within sight of the meeting that are inconsistent with the maintenance of order at the meeting or that are likely to bring the council or the committee into disrepute.

Entitlement of the public to attend council meetings

- 5.31 Everyone is entitled to attend a meeting of the council and committees of the council. The council must ensure that all meetings of the council and committees of the council are open to the public.

Note: Clause 5.31 reflects section 10(1) of the Act.

- 5.32 Clause 5.31 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.
- 5.33 A person (whether a councillor or another person) is not entitled to be present at a meeting of the council or a committee of the council if expelled from the meeting:
- a. by a resolution of the meeting, or
 - b. by the person presiding at the meeting if the council has, by resolution, authorised the person presiding to exercise the power of expulsion.

Note: Clause 5.33 reflects section 10(2) of the Act.

- 5.34 On the adoption of this code and at the commencement of each council term, the council must determine whether to authorise the person presiding at a meeting to exercise a power of expulsion.

Note: Clause 15.15 authorises chairpersons to expel any person, including a councillor, from a council or committee meeting.

Livestreaming of meetings

- 5.35 Each meeting of the council or a committee of the council is to be recorded by means of an audio-visual device.
- 5.36 At the start of each meeting of the council or a committee of the council, the chairperson must inform the persons attending the meeting that:
- a. the meeting is being recorded and made publicly available on the council's website, and
 - b. persons attending the meeting should refrain from making any defamatory statements.
- 5.37 The recording of a meeting is to be made publicly available on the council's website at the same time as the meeting is taking place.

- 5.38 The recording of a meeting is to be made publicly available on the council's website for at least 12 months after the meeting or for the balance of the council's term, whichever is the longer period.
- 5.39 Clauses 5.35 - 5.38 do not apply to any part of a meeting that has been closed to the public in accordance with section 10A of the Act.
- Note: Clauses 5.35 – 5.39 reflect section 236 of the Regulation.*
- 5.40 Recordings of meetings may be disposed of in accordance with the *State Records Act 1998*.

Attendance of the general manager and other staff at meetings

- 5.41 The general manager is entitled to attend, but not to vote at, a meeting of the council or a meeting of a committee of the council of which all of the members are councillors.
- Note: Clause 5.41 reflects section 376(1) of the Act.*
- 5.42 The general manager is entitled to attend a meeting of any other committee of the council and may, if a member of the committee, exercise a vote.
- Note: Clause 5.42 reflects section 376(2) of the Act.*
- 5.43 The general manager may be excluded from a meeting of the council or a committee while the council or committee deals with a matter relating to the standard of performance of the general manager or the terms of employment of the general manager.
- Note: Clause 5.43 reflects section 376(3) of the Act.*
- 5.44 The attendance of other council staff at a meeting, (other than as members of the public) shall be determined by the general manager in consultation with the mayor.

6. The Chairperson

The chairperson at meetings

- 6.1 The mayor, or at the request of or in the absence of the mayor, the deputy mayor (if any) presides at meetings of the council.
- Note: Clause 6.1 reflects section 369(1) of the Act.*
- 6.2 If the mayor and the deputy mayor (if any) are absent, a councillor elected to chair the meeting by the councillors present presides at a meeting of the council.
- Note: Clause 6.2 reflects section 369(2) of the Act.*

Election of the chairperson in the absence of the mayor and deputy mayor

- 6.3 If no chairperson is present at a meeting of the council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a chairperson to preside at the meeting.
- 6.4 The election of a chairperson must be conducted:
- a. by the general manager or, in their absence, an employee of the council designated by the general manager to conduct the election, or
 - b. by the person who called the meeting or a person acting on their behalf if neither the general manager nor a designated employee is present at the meeting, or if there is no general manager or designated employee.
- 6.5 If, at an election of a chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the chairperson is to be the candidate whose name is chosen by lot.

- 6.6 For the purposes of clause 6.5, the person conducting the election must:
- a. arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
 - b. then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.
- 6.7 The candidate whose name is on the drawn slip is the candidate who is to be the chairperson.
- 6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

Chairperson to have precedence

- 6.9 When the chairperson rises or speaks during a meeting of the council:
- a. any councillor then speaking or seeking to speak must cease speaking and, if standing, immediately resume their seat, and
 - b. every councillor present must be silent to enable the chairperson to be heard without interruption.

7. Modes of Address

- 7.1 Where physically able to, councillors and staff should stand when the mayor enters the chamber and when addressing the meeting.
- 7.2 If the chairperson is the mayor, they are to be addressed as 'Mr Mayor', 'Madam Mayor' or 'Mayor'.
- 7.3 If the chairperson is the deputy mayor, they are to be addressed as 'Mr Deputy Mayor', or 'Madam Deputy Mayor' or 'Deputy Mayor'.
- 7.4 Where the chairperson is not the mayor or deputy mayor, they are to be addressed as either 'Mr Chairperson' or 'Madam Chairperson' or 'Chair'.
- 7.5 A councillor is to be addressed as 'Councillor [surname]'.
- 7.6 A council officer is to be addressed by their official designation or as Mr/Ms/Mx [surname].

8. Order of Business for Ordinary Council Meetings

- 8.1 The general order of business for an ordinary meeting of the council shall be:
- 1 Opening of the meeting
 - 2 Prayer
 - 3 Acknowledgement of country
 - 4 Apologies and applications for a leave of absence or attendance by audio-visual link by councillors
 - 5 Confirmation of minutes
 - 6 Disclosures of interests
 - 7 Mayoral minute(s)
 - 8 Reports to council
 - 9 Reports of committees
 - 10 Notices of motion
 - 11 Questions with notice
 - 12 Confidential matters
 - 13 Conclusion of the meeting

- 8.2 The order of business as fixed under clause 8.1 may be altered for a particular meeting of the council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.

Note. Part 13 allows council to deal with items of business by exception.

- 8.3 Despite any other provision of this code, only the mover of a motion referred to in clause 8.2 may speak to the motion before it is put.

9. Consideration of Business at Council Meetings

Business that can be dealt with at a council meeting

- 9.1 The council must not consider business at a meeting of the council:
- a. unless a councillor has given notice of the business, as required by clause 3.10, and
 - b. unless notice of the business has been sent to the councillors in accordance with clause 3.7 in the case of an ordinary meeting or clause 3.9 in the case of an extraordinary meeting called in an emergency.
- 9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:
- a. is already before, or directly relates to, a matter that is already before the council, or
 - b. is the election of a chairperson to preside at the meeting, or
 - c. subject to clause 9.9, is a matter or topic put to the meeting by way of a mayoral minute, or
 - d. is a motion for the adoption of recommendations of a committee, including, but not limited to, a committee of the council.
- 9.3 Despite clause 9.1, business may be considered at a meeting of the council at which all councillors are present even though due notice has not been given of the business to councillors, if the council resolves to deal with the business on the grounds that it is urgent and requires a decision by the council before the next scheduled ordinary meeting. A resolution adopted under this clause must state the reasons for the urgency.
- 9.4 A motion moved under clause 9.3 can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 9.3 and the chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 9.5 If all councillors are not present at a meeting, the council may only deal with business at the meeting that councillors have not been given due notice of, where a resolution is adopted in accordance with clause 9.3, and the chairperson also rules that the business is urgent and requires a decision by the council before the next scheduled ordinary meeting.
- 9.6 A motion of dissent cannot be moved against a ruling by the chairperson under clause 9.5.

Mayoral minutes

- 9.7 The mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that the mayor determines should be considered at the meeting.
- 9.8 A mayoral minute, when put to a meeting, takes precedence over all business on the council's agenda for the meeting. The mayor may move the adoption of a mayoral minute without the motion being seconded.
- 9.9 A recommendation made in a mayoral minute put by the mayor is, so far as it is adopted by the council, a resolution of the council.

Staff reports

- 9.10 A recommendation made in a staff report is, so far as it is adopted by the council, a resolution of the council.

Reports of committees of council

- 9.11 The recommendations of a committee of the council are, so far as they are adopted by the council, resolutions of the council.
- 9.12 If in a report of a committee of the council distinct recommendations are made, the council may make separate decisions on each recommendation.

Questions

- 9.13 A councillor may, through the chairperson, ask another councillor about a matter on the agenda.
- 9.14 A councillor may, through the mayor, ask the general manager about a matter on the agenda. The general manager may request another council employee to answer the question.
- 9.15 A councillor or council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to information. Where a councillor or council employee to whom a question is put is unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the council.
- 9.16 Councillors must ask questions directly, succinctly, and without argument.
- 9.17 The chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a councillor or council employee.

10. Rules of Debate

Motions to be seconded

- 10.1 Unless otherwise specified in this code, a motion or an amendment cannot be debated unless or until it has been seconded.

Notices of motion

- 10.2 A councillor who has submitted a notice of motion under clause 3.10 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.
- 10.3 If a councillor who has submitted a notice of motion under clause 3.10 wishes to withdraw it after the agenda and business paper for the meeting at which it is to be considered have been sent to councillors, the councillor may request the withdrawal of the motion when it is before the council.
- 10.4 In the absence of a councillor who has placed a notice of motion on the agenda for a meeting of the council:
 - a. any other councillor may, with the leave of the chairperson, move the motion at the meeting, or
 - b. the chairperson may defer consideration of the motion until the next meeting of the council.

Chairperson's duties with respect to motions

- 10.5 It is the duty of the chairperson at a meeting of the council to receive and put to the meeting any lawful motion that is brought before the meeting.
- 10.6 The chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.
- 10.7 Before ruling out of order a motion or an amendment to a motion under clause 10.6, the chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.

Amendments to motions

- 10.8 An amendment to a motion must be moved and seconded before it can be debated.

- 10.9 An amendment to a motion must relate to the matter being dealt with in the original motion before the council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or which is a direct negative of the original motion, must be ruled out of order by the chairperson.
- 10.10 The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for.
- 10.11 If an amendment has been lost, a further amendment can be moved to the motion to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before council at any one time.
- 10.12 While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.
- 10.13 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 10.14 An amendment may become the motion without debate or a vote where it is accepted by the councillor who moved the original motion.

Limitations on the number and duration of speeches

- 10.15 A councillor who, during a debate at a meeting of the council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.
- 10.16 A councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.
- 10.17 A councillor must not, without the consent of the council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.
- 10.18 Despite clause 10.17, the chairperson may permit a councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the councillor to make a statement limited to explaining the misrepresentation or misunderstanding.
- 10.19 Despite clauses 10.15 and 10.16, a councillor may move that a motion or an amendment be now put:
 - a. if the mover of the motion or amendment has spoken in favour of it and no councillor expresses an intention to speak against it, or
 - b. if at least two (2) councillors have spoken in favour of the motion or amendment and at least two (2) councillors have spoken against it.
- 10.20 The chairperson must immediately put to the vote, without debate, a motion moved under clause 10.19. A seconder is not required for such a motion.
- 10.21 If a motion that the original motion or an amendment be now put is passed, the chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 10.15.
- 10.22 If a motion that the original motion or an amendment be now put is lost, the chairperson must allow the debate on the original motion or the amendment to be resumed.
- 10.23 All councillors must be heard without interruption and all other councillors must, unless otherwise permitted under this code, remain silent while another councillor is speaking.
- 10.24 Once the debate on a matter has concluded and a matter has been dealt with, the chairperson must not allow further debate on the matter.

- 10.25 Clause 10.24 does not prevent a further motion from being moved on the same item of business where the original motion is lost provided the motion is not substantially the same as the one that is lost.

11. Voting

Voting entitlements of councillors

- 11.1 Each councillor is entitled to one (1) vote.
Note: Clause 11.1 reflects section 370(1) of the Act.
- 11.2 The person presiding at a meeting of the council has, in the event of an equality of votes, a second or casting vote.
Note: Clause 11.2 reflects section 370(2) of the Act.
- 11.3 Where the chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.

Voting at council meetings

- 11.4 A councillor who is present at a meeting of the council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.
- 11.5 Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, the council may resolve that the voting in any election by councillors for deputy mayor is to be by secret ballot.
- 11.6 All voting at council meetings, (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of councillors who voted for and against each motion or amendment, (including the use of the casting vote) being recorded.

Voting on planning decisions

- 11.7 The council or a council committee must not make a final planning decision without receiving a staff report containing an assessment and recommendation in relation to the matter put before the council for a decision.
- 11.8 Where the council or a council committee makes a planning decision that is inconsistent with the recommendation made in a staff report, it must provide reasons for its decision and why it did not adopt the staff recommendation.
- 11.9 The general manager must keep a register containing, for each planning decision made at a meeting of the council or a council committee (including, but not limited to a committee of the council), the names of the councillors who supported the decision and the names of any councillors who opposed (or are taken to have opposed) the decision.
- 11.10 Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.
- 11.11 Clauses 11.9–11.10 apply also to meetings that are closed to the public.
Note: Clauses 11.9–11.11 reflect section 375A of the Act.
Note: The requirements of clause 11.9 may be satisfied by maintaining a register of the minutes of each planning decision.

12. Committee of the Whole

- 12.1 The council may resolve itself into a committee to consider any matter before the council.
Note: Clause 12.1 reflects section 373 of the Act.
- 12.2 All the provisions of this code relating to meetings of the council, so far as they are applicable, extend to and govern the proceedings of the council when in committee of the whole, except the provisions limiting the number and duration of speeches and encouraging councillors and staff to stand when address the meeting.
Note: Clauses 10.15–10.25 limit the number and duration of speeches.
Note: Clause 7.1 encourages councillors and staff to stand when addressing the meeting where they can.
- 12.3 The general manager or, in the absence of the general manager, an employee of the council designated by the general manager, is responsible for reporting to the council the proceedings of the committee of the whole. It is not necessary to report the proceedings in full, but any recommendations of the committee must be reported.
- 12.4 The council must ensure that a report of the proceedings (including any recommendations of the committee) is recorded in the council's minutes. However, the council is not taken to have adopted the report until a motion for adoption has been made and passed.

13. Dealing with Items by Exception

- 13.1 The council or a committee of council may, at any time, resolve to adopt multiple items of business on the agenda together by way of a single resolution.
- 13.2 Before the council or committee resolves to adopt multiple items of business on the agenda together under clause 13.1, the chairperson must list the items of business to be adopted and ask councillors to identify any individual items of business listed by the chairperson that they intend to vote against the recommendation made in the business paper or that they wish to speak on.
- 13.3 The council or committee must not resolve to adopt any item of business under clause 13.1 that a councillor has identified as being one they intend to vote against the recommendation made in the business paper or to speak on.
- 13.4 Where the consideration of multiple items of business together under clause 13.1 involves a variation to the order of business for the meeting, the council or committee must resolve to alter the order of business in accordance with clause 8.2.
- 13.5 A motion to adopt multiple items of business together under clause 13.1 must identify each of the items of business to be adopted and state that they are to be adopted as recommended in the business paper.
- 13.6 Items of business adopted under clause 13.1 are to be taken to have been adopted unanimously.
- 13.7 Councillors must ensure that they declare and manage any conflicts of interest they may have in relation to items of business considered together under clause 13.1.

14. Closure of Council Meetings to the Public

Grounds on which meetings can be closed to the public

- 14.1 The council or a committee of the council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:
- a. personnel matters concerning particular individuals (other than councillors),
 - b. the personal hardship of any resident or ratepayer,
 - c. information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business,
 - d. commercial information of a confidential nature that would, if disclosed:
 - i. prejudice the commercial position of the person who supplied it, or
 - ii. confer a commercial advantage on a competitor of the council, or
 - iii. reveal a trade secret,
 - e. information that would, if disclosed, prejudice the maintenance of law,
 - f. matters affecting the security of the council, councillors, council staff or council property,
 - g. advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
 - h. information concerning the nature and location of a place or an item of Aboriginal significance on community land,
 - i. alleged contraventions of the council's code of conduct.

Note: Clause 14.1 reflects section 10A(1) and (2) of the Act.

- 14.2 The council or a committee of the council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

Note: Clause 14.2 reflects section 10A(3) of the Act.

Matters to be considered when closing meetings to the public

- 14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:
- a. except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
 - b. if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

Note: Clause 14.3 reflects section 10B(1) of the Act.

- 14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:
- a. are substantial issues relating to a matter in which the council or committee is involved, and
 - b. are clearly identified in the advice, and
 - c. are fully discussed in that advice, and
 - d. are subject to legal professional privilege.

Note: Clause 14.4 reflects section 10B(2) of the Act.

- 14.5 If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 14.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 14.1.

Note: Clause 14.5 reflects section 10B(3) of the Act.

- 14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:
- a. a person may misinterpret or misunderstand the discussion, or
 - b. the discussion of the matter may:
 - i. cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
 - ii. cause a loss of confidence in the council or committee.

Note: Clause 14.6 reflects section 10B(4) of the Act.

- 14.7 In deciding whether part of a meeting is to be closed to the public, the council or committee concerned must consider any relevant guidelines issued by the Departmental Chief Executive of the Office of Local Government.

Note: Clause 14.7 reflects section 10B(5) of the Act.

Notice of likelihood of closure not required in urgent cases

- 14.8 Part of a meeting of the council, or of a committee of the council, may be closed to the public while the council or committee considers a matter that has not been identified in the agenda for the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed, but only if:
- a. it becomes apparent during the discussion of a particular matter that the matter is a matter referred to in clause 14.1, and
 - b. the council or committee, after considering any representations made under clause 14.9, resolves that further discussion of the matter:
 - i. should not be deferred (because of the urgency of the matter), and
 - ii. should take place in a part of the meeting that is closed to the public.

Note: Clause 14.8 reflects section 10C of the Act.

Representations by members of the public

- 14.9 The council, or a committee of the council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.
- Note: Clause 14.9 reflects section 10A(4) of the Act.**
- 14.10 A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 14.11 Despite clauses 14.9 and 14.10, the council may resolve to close the meeting to the public in accordance with this Part to hear a representation from a member of the public as to whether the meeting should be closed to consider an item of business where the representation involves the disclosure of information relating to a matter referred to in clause 14.1.
- 14.12 Where the matter has been identified in the agenda of the meeting under clause 3.19 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to the council in a manner determined by the council.

Expulsion of non-councillors from meetings closed to the public

- 14.13 If a meeting or part of a meeting of the council or a committee of the council is closed to the public in accordance with section 10A of the Act and this code, any person who is not a councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act.
- 14.14 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary restrain that person from re-entering that place for the remainder of the meeting.

Note: Failure to comply with a direction to leave a meeting is an offence under section 660 of the Act carrying a maximum penalty of 20 penalty units.

Obligations of councillors attending meetings by audio-visual link

- 14.15 Councillors attending a meeting by audio-visual link must ensure that no other person is within sight or hearing of the meeting at any time that the meeting is closed to the public under section 10A of the Act.

Information to be disclosed in resolutions closing meetings to the public

- 14.16 The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:
- a. the relevant provision of section 10A(2) of the Act,
 - b. the matter that is to be discussed during the closed part of the meeting,
 - c. the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

Note: Clause 14.21 reflects section 10D of the Act.

Resolutions passed at closed meetings to be made public

- 14.17 If the council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.
- 14.18 Resolutions passed during a meeting, or a part of a meeting, that is closed to the public must be made public by the chairperson under clause 14.17 during a part of the meeting that is livestreamed where practicable.
- 14.19 The general manager must cause business papers for items of business considered during a meeting, or part of a meeting, that is closed to public, to be published on the council's website as soon as practicable after the information contained in the business papers ceases to be confidential.
- 14.20 The general manager must consult with the council and any other affected persons before publishing information on the council's website under clause 14.19 and provide reasons for why the information has ceased to be confidential.

15. Keeping Order at Meetings

Points of order

- 15.1 A councillor may draw the attention of the chairperson to an alleged breach of this code by raising a point of order. A point of order does not require a seconder.
- 15.2 A point of order must be taken immediately once it is raised. The chairperson must suspend the business before the meeting and permit the councillor raising the point of order to state the provision of this code they believe has been breached. The chairperson must then rule on the point of order – either by upholding it or by overruling it.

Questions of order

- 15.3 The chairperson, without the intervention of any other councillor, may call any councillor to order whenever, in the opinion of the chairperson, it is necessary to do so.
- 15.4 A councillor who claims that another councillor has committed an act of disorder, or is out of order, may call the attention of the chairperson to the matter.
- 15.5 The chairperson must rule on a question of order immediately after it is raised but, before doing so, may invite the opinion of the council.
- 15.6 The chairperson's ruling must be obeyed unless a motion dissenting from the ruling is passed.

Motions of dissent

- 15.7 A councillor can, without notice, move to dissent from a ruling of the chairperson on a point of order or a question of order. If that happens, the chairperson must suspend the business before the meeting until a decision is made on the motion of dissent.
- 15.8 If a motion of dissent is passed, the chairperson must proceed with the suspended business as though the ruling dissented from had not been given. If, as a result of the ruling, any motion or business has been rejected as out of order, the chairperson must restore the motion or business to the agenda and proceed with it in due course.
- 15.9 Despite any other provision of this code, only the mover of a motion of dissent and the chairperson can speak to the motion before it is put. The mover of the motion does not have a right of general reply.

Acts of disorder

- 15.10 A councillor commits an act of disorder if the councillor, at a meeting of the council or a committee of the council:
- a. contravenes the Act, the Regulation or this code, or
 - b. assaults or threatens to assault another councillor or person present at the meeting, or
 - c. moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the council or the committee, or addresses or attempts to address the council or the committee on such a motion, amendment or matter, or
 - d. uses offensive or disorderly words, or
 - e. makes gestures or otherwise behaves in a way that is sexist, racist, homophobic or otherwise discriminatory, or, if the behaviour occurred in the Legislative Assembly, would be considered disorderly, or
 - f. imputes improper motives to or unfavourably personally reflects upon any other council official, or a person present at the meeting, except by a motion, or
 - g. says or does anything that would promote disorder at the meeting or is otherwise inconsistent with maintaining order at the meeting.

Note: Clause 15.10 reflects section 182 of the Regulation.

Note: The Legislative Assembly's Speaker's Guidelines state that "Members are not to use language, make gestures, or behave in any way in the Chamber that is sexist, racist, homophobic or otherwise exclusionary or discriminatory. Such conduct may be considered offensive and disorderly, in accordance with Standing Order 74".

- 15.11 The chairperson may require a councillor:
- a. to apologise without reservation for an act of disorder referred to in clauses 15.10(a), (b), (d), (e) or (g), or
 - b. to withdraw a motion or an amendment referred to in clause 15.10(c) and, where appropriate, to apologise without reservation, or
 - c. to retract and apologise without reservation for any statement that constitutes an act of disorder referred to in clauses 15.10(d), (e), (f) or (g).

Note: Clause 15.11 reflects section 233 of the Regulation.

- 15.12 A failure to comply with a requirement under clause 15.11 constitutes a fresh act of disorder for the purposes of clause 15.10.
- 15.13 Where a councillor fails to take action in response to a requirement by the chairperson to remedy an act of disorder under clause 15.11 at the meeting at which the act of disorder occurred, the chairperson may require the councillor to take that action at each subsequent meeting until such time as the councillor complies with the requirement. If the councillor fails to remedy the act of disorder at a subsequent meeting, they may be expelled from the meeting under clause 15.17.

How disorder at a meeting may be dealt with

- 15.14 If disorder occurs at a meeting of the council, the chairperson may adjourn the meeting for a period of not more than fifteen (15) minutes and leave the chair. The council, on reassembling, must, on a question put from the chairperson, decide without debate whether the business is to be proceeded with or not. This clause applies to disorder arising from the conduct of members of the public as well as disorder arising from the conduct of councillors.

Expulsion from meetings

- 15.15 All chairpersons of meetings of the council and committees of the council are authorised under this code to expel any person, including any councillor, from a council or committee meeting, for the purposes of section 10(2)(b) of the Act.
- 15.16 Clause 15.15 does not limit the ability of the council or a committee of the council to resolve to expel a person, including a councillor, from a council or committee meeting, under section 10(2)(a) of the Act.
- 15.17 A councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for having failed to comply with a requirement under clause 15.12. The expulsion of a councillor from the meeting for that reason does not prevent any other action from being taken against the councillor for the act of disorder concerned.

Note: Clause 15.17 reflects section 233(2) of the Regulation.

- 15.18 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for engaging in or having engaged in disorderly conduct at the meeting.
- 15.19 Members of the public attending a meeting of the council:
- a. must remain silent during the meeting unless invited by the chairperson to speak,
 - b. must not bring flags, signs or protest symbols to the meeting, and
 - c. must not disrupt the meeting.

- 15.20 Without limiting clause 15.18, a contravention of clause 15.19 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 15.18. Members of the public may, as provided by section 10(2) of the Act, be expelled from a meeting for a breach of clause 15.19.
- 15.21 Where a councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.
- 15.22 If a councillor or a member of the public fails to leave the place where a meeting of the council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using such force as is reasonably necessary, remove the councillor or member of the public from that place and, if necessary, restrain the councillor or member of the public from re-entering that place for the remainder of the meeting.
- Note: Failure to comply with a direction to leave a meeting is an offence under section 660 of the Act carrying a maximum penalty of 20 penalty units.**

How disorder by councillors attending meetings by audio-visual link may be dealt with

- 15.23 Where a councillor is attending a meeting by audio-visual link, the chairperson or a person authorised by the chairperson may mute the councillor's audio link to the meeting for the purposes of enforcing compliance with this code.
- 15.24 If a councillor attending a meeting by audio-visual link is expelled from a meeting for an act of disorder, the chairperson of the meeting or a person authorised by the chairperson, may terminate the councillor's audio-visual link to the meeting.

Use of mobile phones and the unauthorised recording of meetings

- 15.25 Councillors, council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the council and committees of the council.
- 15.26 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of the council or a committee of the council without the prior authorisation of the council or the committee.
- 15.27 Without limiting clause 15.18, a contravention of clause 15.26 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 15.18. Any person who contravenes or attempts to contravene clause 15.26, may be expelled from the meeting as provided for under section 10(2) of the Act.
- 15.28 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.
- Note: Failure to comply with a direction to leave a meeting is an offence under section 660 of the Act carrying a maximum penalty of 20 penalty units.**

16. Conflicts of Interest

- 16.1 All councillors and, where applicable, all other persons, must declare and manage any conflicts of interest they may have in matters being considered at meetings of the council and committees of the council in accordance with the council's code of conduct. All declarations of conflicts of interest and how the conflict of interest was managed by the person who made the declaration must be recorded in the minutes of the meeting at which the declaration was made.

- 16.2 Councillors attending a meeting by audio-visual link must declare and manage any conflicts of interest they may have in matters being considered at the meeting in accordance with the council's code of conduct. Where a councillor has declared a pecuniary or significant non-pecuniary conflict of interest in a matter being discussed at the meeting, the councillor's audio-visual link to the meeting must be suspended or terminated and the councillor must not be in sight or hearing of the meeting at any time during which the matter is being considered or discussed by the council or committee, or at any time during which the council or committee is voting on the matter.

17. Decisions of the Council

Council decisions

- 17.1 A decision supported by a majority of the votes at a meeting of the council at which a quorum is present is a decision of the council.
Note: Clause 17.1 reflects section 371 of the Act
- 17.2 Decisions made by the council must be accurately recorded in the minutes of the meeting at which the decision is made.

Rescinding or altering council decisions

- 17.3 A resolution passed by the council may not be altered or rescinded except by a motion to that effect of which notice has been given under clause 3.9.
Note: Clause 17.3 reflects section 372(1) of the Act.
- 17.4 If a notice of motion to rescind a resolution is given at the meeting at which the resolution is carried, the resolution must not be carried into effect until the motion of rescission has been dealt with.
Note: Clause 17.4 reflects section 372(2) of the Act.
- 17.5 If a motion has been lost, a motion having the same effect must not be considered unless notice of it has been duly given in accordance with clause 3.9.
Note: Clause 17.5 reflects section 372(3) of the Act.
- 17.6 A notice of motion to alter or rescind a resolution, and a notice of motion which has the same effect as a motion which has been lost, must be signed by three (3) councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost.
Note: Clause 17.6 reflects section 372(4) of the Act.
- 17.7 If a motion to alter or rescind a resolution has been lost, or if a motion which has the same effect as a previously lost motion is lost, no similar motion may be brought forward within three (3) months of the meeting at which it was lost. This clause may not be evaded by substituting a motion differently worded, but in principle the same.
Note: Clause 17.7 reflects section 372(5) of the Act.
- 17.8 The provisions of clauses 17.5–17.7 concerning lost motions do not apply to motions of adjournment.
Note: Clause 17.8 reflects section 372(7) of the Act.
- 17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.10 with the consent of all signatories to the notice of motion.
- 17.10 A motion to alter or rescind a resolution of the council may be moved on the report of a committee of the council and any such report must be recorded in the minutes of the meeting of the council.
Note: Clause 17.10 reflects section 372(6) of the Act.

- 17.11 Subject to clause 17.7, in cases of urgency, a motion to alter or rescind a resolution of the council may be moved at the same meeting at which the resolution was adopted, where:
- a. a notice of motion signed by three councillors is submitted to the chairperson, and
 - b. the council resolves to deal with the motion at the meeting on the grounds that it is urgent and requires a decision by the council before the next scheduled ordinary meeting of the council.
- 17.12 A motion moved under clause 17.11(b) can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 17.11(b) and the chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 17.13 A resolution adopted under clause 17.11(b) must state the reasons for the urgency.

Recommitting resolutions to correct an error

- 17.14 Despite the provisions of this Part, a councillor may, with the leave of the chairperson, move to recommit a resolution adopted at the same meeting:
- a. to correct any error, ambiguity or imprecision in the council's resolution, or
 - b. to confirm the voting on the resolution.
- 17.15 In seeking the leave of the chairperson to move to recommit a resolution for the purposes of clause 17.14(a), the councillor is to propose alternative wording for the resolution.
- 17.16 The chairperson must not grant leave to recommit a resolution for the purposes of clause 17.14(a), unless they are satisfied that the proposed alternative wording of the resolution would not alter the substance of the resolution previously adopted at the meeting.
- 17.17 A motion moved under clause 17.14 can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 17.14 and the chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 17.18 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.14.
- 17.19 A motion moved under clause 17.14 with the leave of the chairperson cannot be voted on unless or until it has been seconded.

18. Time Limits on Council Meetings

- 18.1 Meetings of the council and committees of the council are to conclude no later than **11:00pm**.
- 18.2 If the business of the meeting is unfinished at **11:00pm**, the council or the committee may, by resolution, extend the time of the meeting.
- 18.3 If the business of the meeting is unfinished at **11:00pm**, and the council does not resolve to extend the meeting, the chairperson must either:
- a. defer consideration of the remaining items of business on the agenda to the next ordinary meeting of the council, or
 - b. adjourn the meeting to a time, date and place fixed by the chairperson.
- 18.4 Clause 18.3 does not limit the ability of the council or a committee of the council to resolve to adjourn a meeting at any time. The resolution adjourning the meeting must fix the time, date and place that the meeting is to be adjourned to.

- 18.5 Where a meeting is adjourned under clause 18.3 or 18.4, the general manager must:
- a. individually notify each councillor of the time, date and place at which the meeting will reconvene, and
 - b. publish the time, date and place at which the meeting will reconvene on the council's website and in such other manner that the general manager is satisfied is likely to bring notice of the time, date and place of the reconvened meeting to the attention of as many people as possible.

19. After the Meeting

Minutes of meetings

- 19.1 The council is to keep full and accurate minutes of the proceedings of meetings of the council.
Note: Clause 19.1 reflects section 375(1) of the Act.
- 19.2 At a minimum, the general manager must ensure that the following matters are recorded in the council's minutes:
- a. the names of councillors attending a council meeting and whether they attended the meeting in person or by audio-visual link,
 - b. details of each motion moved at a council meeting and of any amendments moved to it,
 - c. the names of the mover and seconder of the motion or amendment,
 - d. whether the motion or amendment was passed or lost, and
 - e. such other matters specifically required under this code.
- 19.3 The minutes of a council meeting must be confirmed at a subsequent meeting of the council.
Note: Clause 19.3 reflects section 375(2) of the Act.
- 19.4 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 19.5 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.
Note: Clause 19.5 reflects section 375(2) of the Act.
- 19.6 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 19.7 The confirmed minutes of a council meeting must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of its meetings on its website prior to their confirmation.

Access to correspondence and reports laid on the table at, or submitted to, a meeting

- 19.8 The council and committees of the council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting.
Note: Clause 19.8 reflects section 11(1) of the Act.
- 19.9 Clause 19.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public.
Note: Clause 19.9 reflects section 11(2) of the Act.

- 19.10 Clause 19.8 does not apply if the council or the committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act.

Note: Clause 19.10 reflects section 11(3) of the Act.

- 19.11 Correspondence or reports to which clauses 19.9 and 19.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

Implementation of decisions of the council

- 19.12 The general manager is to implement, without undue delay, lawful decisions of the council.

Note: Clause 19.12 reflects section 335(b) of the Act.

20. Council Committees

Application of this Part

- 20.1 This Part only applies to committees of the council whose members are all councillors.

Council committees whose members are all councillors

- 20.2 The council may, by resolution, establish such committees as it considers necessary.
- 20.3 A committee of the council is to consist of the mayor and such other councillors as are elected by the councillors or appointed by the council.
- 20.4 The quorum for a meeting of a committee of the council is to be:
- a. such number of members as the council decides, or
 - b. if the council has not decided a number – a majority of the members of the committee.

Functions of committees

- 20.5 The council must specify the functions of each of its committees when the committee is established but may from time to time amend those functions.

Notice of committee meetings

- 20.6 The general manager must send to each councillor, regardless of whether they are a committee member, at least three (3) days before each meeting of the committee, a notice specifying:
- a. the time, date and place of the meeting, and
 - b. the business proposed to be considered at the meeting.
- 20.7 Notice of less than three (3) days may be given of a committee meeting called in an emergency.

Non-members entitled to attend committee meetings

- 20.8 A councillor who is not a member of a committee of the council is entitled to attend, and to speak at a meeting of the committee. However, the councillor is not entitled:
- a. to give notice of business for inclusion in the agenda for the meeting, or
 - b. to move or second a motion at the meeting, or
 - c. to vote at the meeting.

Chairperson and deputy chairperson of council committees

- 20.9 The chairperson of each committee of the council must be:
 - a. the mayor, or
 - b. if the mayor does not wish to be the chairperson of a committee, a member of the committee elected by the council, or
 - c. if the council does not elect such a member, a member of the committee elected by the committee.
- 20.10 The council may elect a member of a committee of the council as deputy chairperson of the committee. If the council does not elect a deputy chairperson of such a committee, the committee may elect a deputy chairperson.
- 20.11 If neither the chairperson nor the deputy chairperson of a committee of the council is able or willing to preside at a meeting of the committee, the committee must elect a member of the committee to be acting chairperson of the committee.
- 20.12 The chairperson is to preside at a meeting of a committee of the council. If the chairperson is unable or unwilling to preside, the deputy chairperson (if any) is to preside at the meeting, but if neither the chairperson nor the deputy chairperson is able or willing to preside, the acting chairperson is to preside at the meeting.

Procedure in committee meetings

- 20.13 Subject to any specific requirements of this code, each committee of the council may regulate its own procedure. The provisions of this code are to be taken to apply to all committees of the council unless the council or the committee determines otherwise in accordance with this clause.
- 20.14 Whenever the voting on a motion put to a meeting of the committee is equal, the chairperson of the committee is to have a casting vote as well as an original vote unless the council or the committee determines otherwise in accordance with clause 20.13.
- 20.15 Voting at a council committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

Mayoral minutes

- 20.16 The provisions of this code relating to mayoral minutes also apply to meetings of committees of the council in the same way they apply to meetings of the council.

Closure of committee meetings to the public

- 20.17 The provisions of the Act and Part 14 of this code apply to the closure of meetings of committees of the council to the public in the same way they apply to the closure of meetings of the council to the public.
- 20.18 If a committee of the council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the chairperson must make the resolution or recommendation public as soon as practicable after the meeting or part of the meeting has ended, and report the resolution or recommendation to the next meeting of the council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.
- 20.19 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the chairperson under clause 20.18 during a part of the meeting that is webcast.
- 20.20 The general manager must cause business papers for items of business considered during a meeting, or part of a meeting, that is closed to public, to be published on the council's website as soon as practicable after the information contained in the business papers ceases to be confidential.

- 20.21 The general manager must consult with the committee and any other affected persons before publishing information on the council's website under clause 20.20 and provide reasons for why the information has ceased to be confidential.

Disorder in committee meetings

- 20.22 The provisions of the Act and this code relating to the maintenance of order in council meetings apply to meetings of committees of the council in the same way as they apply to meetings of the council.

Minutes of council committee meetings

- 20.23 Each committee of the council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a committee must ensure that the following matters are recorded in the committee's minutes:
- a. the names of councillors attending a meeting and whether they attended the meeting in person or by audio-visual link,
 - b. details of each motion moved at a meeting and of any amendments moved to it,
 - c. the names of the mover and seconder of the motion or amendment,
 - d. whether the motion or amendment was passed or lost, and
 - e. such other matters specifically required under this code.
- 20.24 All voting at meetings of committees of the council (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of councillors who voted for and against each motion or amendment, (including the use of the casting vote), being recorded.
- 20.25 The minutes of meetings of each committee of the council must be confirmed at a subsequent meeting of the committee.
- 20.26 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 20.27 When the minutes have been confirmed, they are to be signed by the person presiding at that subsequent meeting.
- 20.28 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 20.29 The confirmed minutes of a meeting of a committee of the council must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of meetings of committees of the council on its website prior to their confirmation.

21. Irregularities

- 21.1 Proceedings at a meeting of a council or a council committee are not invalidated because of:
- a. a vacancy in a civic office, or
 - b. a failure to give notice of the meeting to any councillor or committee member, or
 - c. any defect in the election or appointment of a councillor or committee member, or
 - d. a failure of a councillor or a committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a council or committee meeting in accordance with the council's code of conduct, or
 - e. a failure to comply with this code.

Note: Clause 21.1 reflects section 374 of the Act.

22. Definitions

the Act	means the <i>Local Government Act 1993</i>
act of disorder	means an act of disorder as defined in clause 15.10 of this code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
audio-visual link	means a facility that enables audio and visual communication between persons at different places
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
chairperson	in relation to a meeting of the council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 6.1 and 6.2 of this code, and in relation to a meeting of a committee – means the person presiding at the meeting as provided by clause 20.9 of this code
this code	means the council's adopted code of meeting practice
committee of the council	means a committee established by the council in accordance with clause 20.2 of this code (being a committee consisting only of councillors) or the council when it has resolved itself into committee of the whole under clause 12.1
council official	has the same meaning it has in the Model Code of Conduct for Local Councils in NSW
day	means calendar day
livestream	a video broadcast of a meeting transmitted across the internet concurrently with the meeting
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means
planning decision	means a decision made in the exercise of a function of a council under the <i>Environmental Planning and Assessment Act 1979</i> including any decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but not including the making of an order under Division 9.3 of Part 9 of that Act
performance improvement order	means an order issued under section 438A of the Act
quorum	means the minimum number of councillors or committee members necessary to conduct a meeting
the Regulation	means the <i>Local Government (General) Regulation 2021</i>
year	means the period beginning 1 July and ending the following 30 June

23. Review

Within one year of an ordinary election of councillors, or
When directives are issued by the Office of Local Government or when changes to legislation have been enacted.

24. Contact

Senior Governance Officer 9911 9875

(Item 92/25) Draft Public Forum Policy - Endorsement for Public Exhibition

File No: 25/65815

Report by Director Corporate Services

Summary

Part 4 of Burwood Council's proposed *Code of Meeting Practice* provides for Council to hold a public forum prior to Council or committee meetings. This enables members of the public to address Council on items of business that are to be considered at meetings.

The purpose of this report is to place the draft *Public Forum Policy* on exhibition, which sets out the rules under which Public Forums are conducted.

Operational Plan Objective

C11.1 Conduct Council business with transparency, accountability, compliance and probity that ensures community confidence in decision making

Background

The *Model Code of Meeting Practice* (the Model Code), prescribed by the *Local Government Regulation 2021*, contains a mandatory provision that enables Council to hold a public forum before a Council meeting and determine the rules by which those forums are run.

The draft *Code of Meeting Practice* (the Code), considered in another report on this agenda, adopts these model provisions. Notably, clause 4.2 of that code enables Council to "determine the rules under which public forums are to be conducted and when they are to be held", provided they are livestreamed under clause 4.3.

Previous versions of Burwood Council's Code have contained the rules under which public forums are conducted, based on non-mandatory provisions in the Model Code.

Proposal

A draft *Public Forum Policy*, contained in Attachment 1 to this report, has been prepared to determine the rules under which public forums are conducted, and thus satisfy clause 4.2 of the Code.

The draft Policy maintains the existing provisions that were contained in the previous Code. Key features of the policy include:

- Members of the public may speak on no more than 2 items of business on the agenda
- Speakers may speak for up to 3 minutes
- No more than 5 speakers may speak for or against any item of business

The Office of Local Government has indicated that they will be issuing model best practice rules in the future. This may result in changes to the proposed policy, at which time a further report will be brought to Council.

Consultation

It is proposed to place this draft Policy on public exhibition for 28 days and invite submissions from the public. If no submissions are received, it is proposed that the Policy be automatically adopted without further amendment. If submissions are received, a further report will be brought back to Council.

Planning or Policy Implications

No Planning or additional Policy implications.

Financial Implications

No Financial implications.

Conclusion

Council is able to determine rules for the conduct of Public Forums before Council meetings, in accordance with the *Code of Meeting Practice*. The proposed *Public Forum Policy* sets those rules.

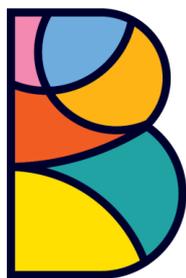
Recommendation(s)

That Council:

1. places the *Draft Public Forum Policy*, contained in [Attachment 1](#) to this report, on public exhibition for a period of 28 days and invite submissions from the public,
2. if submissions are received, directs the General Manager to report on the outcome of public exhibition at the next ordinary meeting of Council following the last date for the lodgement of submissions, and
3. if no submissions are received, adopts the *Draft Public Forum Policy* without further amendment.

Attachments

1 [↓](#) Draft Public Forum Policy - for Public Exhibition



Burwood ^{Inc.1874}

Burwood . Burwood Heights . Croydon . Croydon Park . Enfield . Strathfield

PUBLIC FORUM POLICY

PO Box 240, BURWOOD NSW 1805
2 Conder Street, BURWOOD NSW 2134
Phone: 9911-9911 Fax: 9911-9900
Email: council@burwood.nsw.gov.au
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Public Document
Adopted by Council: X (Minute No. XX/XX)
Ref. No.: 25/65902
Version No.: 1
Ownership: Governance & Risk

Introduction

Part 4 of Burwood Council's *Code of Meeting Practice* (the Meeting Code) provides for the ability for Council to hold a public forum prior to Council or committee meetings. This enables members of the public to address Council on items of business that are to be considered at meetings.

Public forums do not form part of a Council or committee meeting. Council or committee meetings should be reserved for decision-making by councillors.

Clause 4.2 of the Meeting Code enables Council to determine its own rules under which public forums are to be conducted, provided that they are livestreamed under Clause 4.3.

The purpose of this *Public Forum Policy* is to set those rules.

Public Forum Rules

1. Public forums are to be chaired by the mayor or their nominee.
2. To speak at a public forum, a person must first make an application to the council in the approved form. Applications to speak at the public forum must be received by **2:00pm** on the day on which the public forum is to be held and must identify the item of business on the agenda of the council meeting the person wishes to speak on and whether they wish to speak 'for' or 'against' the item.
3. A person may apply to speak on no more than **two (2)** items of business on the agenda of the council meeting.
4. Legal representatives acting on behalf of others are not to be permitted to speak at a public forum unless they identify their status as a legal representative when applying to speak at the public forum.
5. The general manager or their delegate may refuse an application to speak at a public forum. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
6. No more than **five (5)** speakers are to be permitted to speak 'for' or 'against' each item of business on the agenda for the council meeting.
7. If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to address the council on the item of business. If the speakers are not able to agree on whom to nominate to address the council, the general manager or their delegate is to determine who will address the council at the public forum.
8. If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may, in consultation with the mayor or the mayor's nominated chairperson, increase the number of speakers permitted to speak on an item of business, where they are satisfied that it is necessary to do so to allow the council to hear a fuller range of views on the relevant item of business.
9. Approved speakers at the public forum are to register with the council any written, visual or audio material to be presented in support of their address to the council at the public forum, and to identify any equipment needs **by 5pm on the day before** the public forum. The general manager or their delegate may refuse to allow such material to be presented.
10. The general manager or their delegate is to determine the order of speakers at the public forum.
11. Each speaker will be allowed **three (3)** minutes to address the council. This time is to be strictly enforced by the chairperson.
12. Speakers at public forums must not digress from the item on the agenda of the council meeting they have applied to address the council on. If a speaker digresses to irrelevant matters, the

- chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.
13. A councillor (including the chairperson) may, through the chairperson, ask questions of a speaker following their address at a public forum. Questions put to a speaker must be direct, succinct and without argument.
 14. Speakers are under no obligation to answer a question put under clause 13. Answers by the speaker, to each question, are to be limited to **three (3)** minutes.
 15. Speakers at public forums cannot ask questions of the council, councillors, or council staff.
 16. The general manager or their nominee may, with the concurrence of the chairperson, address the council for up to **three (3)** minutes in response to an address to the council at a public forum after the address and any subsequent questions and answers have been finalised.
 17. Where an address made at a public forum raises matters that require further consideration by council staff, the general manager may recommend that the council defer consideration of the matter pending the preparation of a further report on the matters.
 18. When addressing the council, speakers at public forums must comply with this code and all other relevant council codes, policies, and procedures. Speakers must refrain from engaging in disorderly conduct, publicly alleging breaches of the council's code of conduct or making other potentially defamatory statements.
 19. If the chairperson considers that a speaker at a public forum has engaged in conduct of the type referred to in clause 18, the chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate comments. Where the speaker fails to comply with the chairperson's request, the chairperson may immediately require the person to stop speaking.
 20. Clause 19 does not limit the ability of the chairperson to deal with disorderly conduct by speakers at public forums in accordance with the provisions of Part 15 of the Meeting Code.
 21. Where a speaker engages in conduct of the type referred to in clause 18, the general manager or their delegate may refuse further applications from that person to speak at public forums for such a period as the general manager or their delegate considers appropriate.
 22. Councillors (including the mayor) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of an address at a public forum, in the same way that they are required to do so at a council or committee meeting. The council is to maintain a written record of all conflict of interest declarations made at public forums and how the conflict of interest was managed by the councillor who made the declaration.

Review

Within one year of an ordinary election of councillors, or when directives are issued by the Office of Local Government or when changes to legislation have been enacted.

This policy shall be reviewed at the same time as the Code of Meeting Practice.

Contact

Senior Governance Officer 9911 9875

(Item 93/25) Proposed new category of council for remuneration of councillors

File No: 25/67157

Report by Director Corporate Services

Summary

This report recommends Council makes a submission to the Local Government Remuneration Tribunal's annual review of fees payable to councillors to propose a new category of council called "Metropolitan Small – Fast Growing", which would more accurately reflect the role and efforts of councillors in small fast-growing areas such as Burwood.

Operational Plan Objective

P.48 Ensure transparency and accountability in decision making

Background

The Local Government Remuneration Tribunal reviews and determines the fees payable to councillors each year based on the categorisation of each council. Those categories are also under review by the Tribunal this year. Burwood Council is currently categorised as a Metropolitan Small council.

While most categories are based on the population size and operating revenue of the council, some reflect additional considerations such as strategic importance. The Metropolitan Major, Metropolitan Large and Metropolitan Medium categories also consider a high population growth, economic influence, and impact of services on greater Sydney as relevant to determination within that category. There are no similar considerations for Metropolitan Small councils, where the only criteria are a population size below 100,000 and a total operating revenue of less than \$150M per annum.

Council's recognition by the NSW Government as a designated strategic centre has significantly expanded its regional responsibilities and expectations. This status brings increased complexity in planning, service delivery, and intergovernmental coordination, requiring governance and leadership arrangements that reflect the elevated strategic role. Additionally, Burwood's population is set to double in the next 10 years, with many major developments approved and quickly evolving in the town centre, and newer developments in the pipeline in Burwood North in proximity to the new metro station. The LGA's economic growth and influence across Greater Sydney, particularly in night time economy initiatives, are likely the fastest growing in broader Sydney. Burwood's major night time economy reforms are already influencing the thinking of councils and businesses well beyond Burwood's borders, with Burwood's night time economy already more vibrant and economically significant than larger Metropolitan LGAs.

The speed and significance of that growth places challenges on councillors that belie the LGA's smaller financial and population size. The planning challenges and strategic decisions made by councillors to address and manage these factors must happen well ahead of that population and economic growth. As a result, councillors must be across the complex interplay between planning, business and economic matters that are being determined now to foster those outcomes for the benefits of the current and future community. It is important that the fees paid to councillors reflect the work and skill required succeed in that context.

To ensure appropriate alignment with these heightened obligations, the creation of a new remuneration category is proposed, providing a framework that more accurately recognises the scope, scale, and strategic importance of Council's functions.

Ensuring that Burwood Council is classified in a category that accurately reflects the LGA's challenges of rapid growth and increasing service demands importantly also strengthens the basis for future grant opportunities and funding allocations from other tiers of government, as it more clearly demonstrates the pressures and infrastructure needs associated with a fast-growing strategic centre. Aligning Council's classification with its actual growth profile will help secure the resources necessary to support sustainable development and community outcomes.

Proposal

It is proposed that Council makes a submission to the Tribunal proposing a new category of "Metropolitan Small – Fast Growing" that includes consideration of high population growth and economic influence. It is proposed that the new category is aligned to the remuneration of the Metro Medium category.

Consultation

No consultation has been undertaken.

Planning or Policy Implications

No Planning or Policy implications.

Financial Implications

Creation of a new category for Burwood Council would result in marginally higher fees paid to councillors.

As an indication, the current fees for Metropolitan Small and Metropolitan Medium categories are outlined below, with the proposed new category to be aligned with the Metropolitan Medium category. Burwood councillors and mayor are currently paid at the maximum rate for the current category.

Metropolitan Small

Councillors: \$10,530 to \$23,220

Mayor: \$22,420 to \$50,650

Metropolitan Medium

Councillors: \$15,830 to \$29,550

Mayor: \$33,630 to \$78,480

Once the Tribunal's annual determination of categories and fees is released, a further report will come to Council for determination of the fee to be paid to its councillors and mayor within the range applying to the category in which Burwood falls. Based on prior years, the Tribunal's determination is likely to be released in April 2026.

Conclusion

The current categorisation of Burwood Council as a Small Metropolitan council does not reflect the reality of the challenges faced by councillors in a fast-growing and economically influential but small council. A new category would more accurately reflect the skills, capabilities and workload needed of councillors to succeed in that context.

Recommendation(s)

That Council make a submission to the Local Government Remuneration Tribunal proposing a new category of council called "Metropolitan Small – Fast Growing" aligned to the "Metropolitan Medium" category and propose that Burwood Council be included under that new category.

Attachments

There are no attachments for this report.

(Item 94/25) Voluntary Planning Agreement - 28-34 Victoria Street, 17 & 21 George Street Burwood

File No: 25/66262

Report by Director City Strategy

Summary

In NSW, Voluntary Planning Agreements (VPAs) are legal agreements made between a planning authority such as a local council or the NSW Government and a development proponent under [Sections 7.4 to 7.10 of the *Environmental Planning and Assessment Act 1979*](#) (EPA Act).

These agreements enable a developer to dedicate land, provide works, or make a monetary contribution for public purposes. They may be offered in addition to, or in place of, mandatory Infrastructure Contributions required under [Sections 7.11 or 7.12 of the EPA Act](#).

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) has been submitted to Council in connection with Amending Development Application No. 66/2025. The application seeks approval to add four to five additional storeys to each approved building, resulting in 29 additional residential dwellings across the site at 17 George Street, 21 George Street, and 28–34 Victoria Street, Burwood. These amendments relate to an existing Department of Planning, Housing & Infrastructure SSDA ([SSD-69615996](#)) approved mixed-use development approval that includes commercial floor space, serviced apartments, dwellings, and affordable housing. Council and the consent authority for the application being the Burwood Local Planning Panel will consider the amending DA application on its planning merits as part of the DA determination process.

The draft VPA and Explanatory Note propose that the developer make a monetary contribution to Council for the purpose of providing, augmenting, or improving open space, community facilities, or other public amenities, with allocation to be determined by Council.

The draft VPA was placed on public exhibition from 13 November 2025 and will remain open for submissions until 11 December 2025. However, as the Council Christmas Closedown Period will commence prior to the close of the exhibition—and noting that the VPA must be entered into during this period to align with DA processing timeframes—this report outlines the draft VPA and seeks Council's in-principle endorsement to proceed.

Delegation is requested for the General Manager to finalise and enter into the VPA following the close of the exhibition period and consideration of any submissions received.

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 enable a developer to dedicate land, provide works, or make a monetary contribution for public purposes in connection with a development. They may operate in addition to, or instead of, mandatory Infrastructure Contributions under Sections 7.11 or 7.12 of the EPA Act. Council also maintains [VPA policies](#) to guide the consistent and transparent application of VPA provisions.

Under the EPA Act, VPAs are voluntary, subject to public consultation, legally binding, and enforceable. This legislative framework ensures transparency and accountability and provides a

mechanism to balance development interests with community needs so that growth is supported by the necessary public infrastructure, facilities, and services.

The VPA under consideration relates to land at 17 George Street, 21 George Street, and 28–34 Victoria Street, Burwood.

Amending Development Application No. 66/2025 seeks approval for an additional four to five storeys to each of the approved buildings, resulting in 29 additional residential dwellings and 3,263m² of extra residential gross floor area. This would increase the approved total gross floor area (including non-residential uses) from 42,419m² to 45,682m². The proposal also includes revised building heights, with Building A remaining unchanged at 136.7m, Building B increasing from 110.3m to 122.8m, and Building C increasing from 83.3m to 95.9m. These amendments relate to an existing mixed-use development approval comprising commercial floor space, serviced apartments, dwellings, and affordable housing. The application will be assessed by Council and the determining authority the Burwood Local Planning Panel on its planning merits as part of the development assessment process.

The draft VPA offers a monetary contribution to Council as the public benefit associated with the proposed additional floor space and increased residential yield. VPAs are made under the EPA Act and in accordance with Council's [Voluntary Planning Agreement Policy](#).

The monetary contribution is to be collected for the purpose of providing, augmenting, or improving open space, community facilities, public infrastructure, or other public purposes, with allocation to be determined by Council.

Draft VPA and EN

The draft VPA proposes the following:

- A monetary contribution to Council to be used for the provision, augmentation, or improvement of open space, community facilities, public facilities, or other public purposes as determined and delivered by Council.
- Additional floor space for the development, granted in exchange for the monetary contribution, consistent with the Burwood Town Centre Urban Design Study prepared for Council and additional bonus floor space provisions available under NSW Government housing policies, including the *State Environmental Planning Policy (Housing)*.

Under the draft VPA, the developer proposes to pay \$8,000,000 to Council.

The draft VPA and Explanatory Note have been reviewed by Council's solicitors for legal advice and vetting. The documents have been amended in consultation with the applicant in response to this advice. Further updates may be required prior to execution and are proposed to be delegated to the General Manager to implement as required. Any such changes will not alter the purpose, intent, or effect of the VPA.

Consultation

Following the negotiation of the document contents, the draft VPA and EN commenced public notification for a period of 28 days from 13 November 2025 and will remain open for submissions until 11 December 2025. 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 other public facilities or another public purpose.
2. The VPA would result in a public benefit. The contribution to Council would be used towards public facilities and or a public purpose as defined by the EPA Act 1979.
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 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 and will be determined by the Burwood Local Planning Panel and independent statutory planning panel.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are an expectation of the community. The VPA provides Council with the financial resources to assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – to provide an enhanced and more flexible development contributions system for Council. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
 - Objective 'b' – to supplement or replace, as appropriate, the application of s7.11 and s7.12 of the Act for development. The VPA supplements Council's Section 7.11&7.12 Plan.
 - Objective 'e' – to lever planning benefits from development wherever possible. The VPA would facilitate the provision of public facilities or a public purpose, 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 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:

Does the Planning Agreement:	Assessment
(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"> (a) the provision of (or the recoupment of the cost of providing) public amenities or public services, (b) the provision of (or the recoupment of the cost of providing) affordable housing, (c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land, (d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure, (e) the monitoring of the planning impacts of development, (f) the conservation or enhancement of the natural environment. <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"> • Improve the public domain • Provide community benefits to the local community.
(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</p>

	<p>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"> • 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, • promotes good design and amenity of the built environment by enabling public space works, and • provides increased opportunity for public involvement and participation in the form of public notification of the draft Planning Agreement. <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"> • 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; • The proponent has voluntarily entered into the agreement.

Financial Implications

The VPA would provide for a monetary contribution of \$8,000,000 (depending on the final determination of the DA), for the provision of the augmentation or improvement of open space, community facilities, other public facilities or public purpose. 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 \$8,000,000 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 (and any necessary updates) for the execution of the VPA.

Recommendation(s)

1. That Council grant delegation to the General Manager to enter into the Voluntary Planning Agreement (VPA), for 17 George Street, 21 George Street, and 28–34 Victoria Street, Burwood, as per Attachments 1 and 2 of this report, should Development Application No. 66/2025 be granted consent by the independent Burwood Local Planning Panel.
2. That Council authorise the General Manager to make any necessary amendments to the VPA documentation in Attachments 1 and 2 of this report as necessary to bring the documentation into effect and to sign the VPA and any associated documentation under the Council's Power of Attorney.
3. That the Developer pay the monetary contribution to Council in accordance with the payment schedule outlined in the VPA, with the final dollar amount to be confirmed based on the final determination of Development Application No. 66/2025.

Attachments

- 1 [↓](#) Draft Explanatory Note - VPA - 17 George Street 21 George Street and 28 to 34 Victoria Street Burwood - DA202566
- 2 [↓](#) Draft VPA - 17 George Street 21 George Street and 28 to 34 Victoria Street Burwood - DA202566

Draft Explanatory Note for Proposed Planning Agreement
DATE OF VERSION 12 November 2025

Draft Explanatory note for proposed Planning Agreement

Planning Agreement - 28-34 Victoria Street, Burwood, 17 George Street,
Burwood and 21 George Street, Burwood

A planning agreement is a voluntary arrangement between a public authority and a developer where the developer is required to provide money, land, other material benefit, or combination of these, for public facilities.

A proposed voluntary planning agreement (**Planning Agreement**) is being publicly notified by Burwood Council and the purpose of this explanatory note is to provide a plain English summary of the Planning Agreement, its intended benefits and likely impacts on the public.

Details of the proposed agreement

Land affected:	The Planning Agreement applies to the following (Land): <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px 5px;">Address</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px 5px;">Title Details</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 5px;">28-34 Victoria Street</td> <td style="padding: 2px 5px;">Lot 2308 in DP1286895</td> </tr> <tr> <td style="padding: 2px 5px;">21 George Street</td> <td style="padding: 2px 5px;">SP 63994</td> </tr> <tr> <td style="padding: 2px 5px;">17 George Street</td> <td style="padding: 2px 5px;">Lot 170 in DP 1301780</td> </tr> </tbody> </table>	Address	Title Details	28-34 Victoria Street	Lot 2308 in DP1286895	21 George Street	SP 63994	17 George Street	Lot 170 in DP 1301780
Address	Title Details								
28-34 Victoria Street	Lot 2308 in DP1286895								
21 George Street	SP 63994								
17 George Street	Lot 170 in DP 1301780								
Proposed development:	The Planning Agreement applies to the proposed development of the Land as permitted under development application No. DA10.2025.66 (Development Application) which provides for the increase of 3,263 sqm additional floor space across the Land (Development).								
Parties to the agreement:	The parties to the Planning Agreement are Burwood Council (Council) and The George 17 Pty Ltd (ABN 17 627 397 157) as trustee for The George 17 Trust (ABN 50 375 596 196) (Developer).								

Draft Explanatory Note for Proposed Planning Agreement

DATE OF VERSION 12 November 2025

Objectives, nature and effect of the Planning Agreement

The **objective** of the Planning Agreement is to formalise an offer by the Developer to provide community infrastructure, amenities and resources to the Burwood LGA community by providing contributions in a timely and efficient manner.

The **intent** of the Planning Agreement is to facilitate the provision of the following contributions:

- a) \$2,000,000 payable on or before the date that is sixty (60) days after the date that the development consent is granted for the Development Application;
- b) \$2,000,000 on or before the date that is eighteen (18) months after the date that the development consent is granted for the Development Application; and
- c) \$4,000,000 payable on or before the issue of an Occupation Certificate for the Development (adjusted annually by CPI or 3%, whichever is lower).

These contributions will be additional to contributions towards public amenities and public services that would be required under section 7.11 / section 7.12 of the *Environmental Planning and Assessment Act 1979*.

The **nature** of the Planning Agreement is a contractual relationship between Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement and as set out above.

Assessment of the merits of the agreement, public interest considerations etc.

The Planning Agreement will enable the Developer to provide highly-valued public facilities and /or facilities that meet both existing unmet needs and future needs. Without the Planning Agreement, the Council could not otherwise require the Developer to provide the facilities.

The Planning Agreement enables a better planning outcome for the Land in that it responds to State and Local Government mandates to address critical and much-needed housing needs in Sydney by delivering a significant increase in housing opportunities, centrally located within a strong community hub and close to major public transport, multiple educational institutions and local amenities.

The Planning Agreement is consistent with the Community Strategic Plan / Local Strategic Planning Statement in that it facilitates well-located housing growth to meet critical housing demand, promotes high-quality urban design outcomes, and supports a vibrant and connected community consistent with the strategic vision for the locality.

Public interest matter: what if the developer doesn't meet their obligations?

The Council's and community's interests are protected by the provisions of the following in the Planning Agreement:

Draft Explanatory Note for Proposed Planning Agreement

DATE OF VERSION 12 November 2025

- a) Council will be able to withhold Construction Certificates and Occupation Certificates until such time as the Contributions are made.
- b) The Planning Agreement will be registered on the title of the Land.
- c) The Planning Agreement has been prepared in accordance with the probity and transparency requirements in Council's Planning Agreement Policy.

The Planning Agreement promotes a number of the Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- a) The exhibition of the Planning Agreement facilitates the involvement of members of the public in the consultation process for the Planning Agreement.
- b) To plan strategically for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- c) To act fairly, ethically and without bias to the interests of the local community.
- d) To recognise diverse local community needs and interests.
- e) To have regard to the long term and cumulative effects of its decisions on future generations.
- f) Transparent decision-making and active engagement with local communities, through the use of the integrated planning and reporting framework and other measures.
- g) To engage in long-term strategic planning on behalf of the local community.
- h) The Planning Agreement makes it clear that Council has a statutory role as consent authority in relation to the Development Application and that the Planning Agreement is not intended to unlawfully influence the exercise of Council's regulatory functions.

Planning Agreement Practice Note

Council has, in preparing this explanatory note, considered the requirements of the Planning Agreements Practice Note (February 2021) prepared by the Secretary of the NSW Department of Planning and Environment. Additional matters required by the Practice Note are addressed below:

Do any of the developer's contributions not conform with the Council's capital works program?

No

Does the agreement specify that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued?

Yes, refer to Schedule 4 of the proposed agreement for details.

Planning Agreement
DATE OF VERSION 11 November 2025

PLANNING AGREEMENT

28-34 Victoria Street, Burwood, 17 George Street, Burwood and 21
George Street, Burwood

PARTIES

Burwood Council (ABN 84 362 114 428) of 2 Conder Street, Burwood New South Wales 2134 (**Council**) and

The George 17 Pty Limited (ABN 17 627 397 157) as trustee for the George 17 Trust (ABN 50 375 596 196) of the Commercial entrance Level 3, 23-27 George Street Burwood New South Wales (**Proponent**).

BACKGROUND

- A. The Landowners own the Land identified in Schedule 3.
- B. The Proponent has lodged the Development Application with Council for Development Consent to carry out the Development on the Land.
- C. The Proponent has agreed to make the Development Contributions on and subject to the terms of this document.

OPERATIVE PROVISIONS

1) Planning Agreement under the Act

The Parties acknowledge and agree that this document is a planning agreement within the meaning of section 7.4 of the Act and is governed by Part 7, Division 7.1, Subdivision 2 of the Act.

2) Application of this document

- a. This document applies to:
 - (i) the Land; and
 - (ii) the Development.

3) Operation of this document

This document takes effect and operates:

- a. as a deed from the date of execution by all the parties; and
- b. as a planning agreement for the purpose of the Act from the date the Development Consent is granted.

Planning Agreement
DATE OF VERSION 11 November 2025

4) Definitions and interpretation

In this document, capitalised words have specific meanings. This section includes the definitions of those words. The following definitions apply:

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

Construction Certificate has the same meaning as in the Act.

Contribution Amount means the amount of the Development Contributions to be paid by the Proponent as described in Schedule 4.

Development means the development of the Land in accordance with the Development Consent.

Development Application means development application DA10.2025.66.

Development Consent means any development consent within the meaning of the Act which is granted in accordance with the Act and with respect to the Development Application.

Development Contribution means the contribution items set out in Schedule 4 of this document, to be used for, or applied towards, the provision of the public purpose as set out in Schedule 4.

ELNO has the same meaning as in the Participation Rules.

Initial Development means any development on the Land up to a floor space ratio of 6.44:1.

GST has the same meaning as in the GST Law.

Index means the most recently published Consumer Price Index (Sydney – All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of Council, is a similar index for the purpose of this document.

Insolvency Event means the happening of any of the following events:

- a. Application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order or an order is made that a body corporate be wound up.
- b. An application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.
- c. Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- d. A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.

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- e. A body corporate is or states that it is insolvent.
- f. As a result of the operation of section 459F (1) of the Corporations Act 2001 (Cth) (Corporations Act), a body corporate is taken to have failed to comply with a statutory demand.
- g. A body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act.
- h. A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.
- i. A person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event.
- j. A receiver, manager or receiver and manager is appointed to the Company.
- k. A claim is filed in a court against a person that is not defended, within twenty eight (28) days of the date of its filing at the court.
- l. Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Land means the land described in Schedule 3.

Landowners means the Proponent, The George 17 Pty Ltd ACN 627 397 157, VSD Investments Pty Ltd ACN 604 993 642, and all owners of the lots contained in Strata Plan 63991 (including Owners Corporation SP63994) BRD Apartments Pty Ltd ACN 168 722 736 and the George 17 Pty Ltd ACN 627 397 157).

Participation Rules means the participation rules as determined by the Electronic Conveyancing National Law as set out in the Electronic Conveyancing (Adoption of National Law) Act 2012 (NSW).

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

PEXA means Property Exchange Australia Ltd.

5) Development Contributions to be made under this document

- a. The Proponent must provide the Development Contributions to Council in the manner and at the times set out in Schedule 4 and any other provision of this document relating to the making of Development Contributions.
- b. A Development Contribution is made for the purpose of this document when Council receives the full amount of the Contribution Amount payable under this document is cash, by unendorsed bank cheque or by the deposit of electronic funds transfer of cleared funds into a bank account nominated by Council.
- c. Unless otherwise specified in this document (including Schedule 4), the Final Contribution Amount will increase quarterly with the calculation to be made from the date the relevant Development Contribution is required to be provided to Council under this document) in accordance with the following formula:

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$$A = B \times C$$

D

where:

A = the indexed amount;

B = the relevant amount as set out in this document;

C = the Index most recently published before the date that the relevant payment or the calculation with respect to the relevant Contribution Amount is to be made; and

D = the Index most recently published before the commencement date of this document.

If A is less than B, then the amount of the relevant Contribution Amount will not change.

6) Application of the Development Contributions

- a. Council will use its best endeavours to apply the Development Contributions towards the public purpose for which it is made as set out in Schedule 4.
- b. Despite clause 6)a, Council may apply the Development Contributions made under this document towards a public purpose other than the purpose specified in this document if Council considers that the public interest would be better served by applying the Development Contributions towards that other purpose rather than the purpose so specified.

7) Pooling of Monetary Contributions

- a. Council may require that any Development Contribution paid under this document be pooled with monetary contributions received under other planning agreements.
- b. Pooled funds may be applied towards public purposes identified in the relevant agreements, provided such application is consistent with the terms of each agreement.
- c. The pooling of funds may be appropriate where it facilitates the delivery of public benefits, including but not limited, to essential infrastructure identified by Council.

8) Application of section 7.11, section 7.12 and Division 7.1 of Subdivision 4 of the Act to the Development

- a. This document excludes the application of sections 7.11 and 7.12 of the Act to any part of the Development other than the Initial Development.
- b. Sections 7.11 and 7.12 of the Act are not excluded with respect to the Initial Development.

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- c. Subject to clause 8)a. of this document, s7.11(6) of the Act does not apply to the Development Contributions that are to be carried out or provided pursuant to this document.
- d. This document does not exclude the application of Division 7.1, Subdivision 4 of the Act to the Development.

9) Registration of the document

- a. The parties agree that this document must be registered on the title to the Land pursuant to section 7.6 of the Act.
- b. The Proponent, at its own expense, will promptly after this document is executed by the parties, and within 14 days after obtaining Development Consent, take all necessary and practical steps, and otherwise do anything reasonably required, to register this document on the title of the Land including procuring:
 - (i) the consent of each person (including the Landowners) who:
 - (A) has an estate or interest in the Land; or
 - (B) is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents.
- c. The Proponent, at its own expense, will take all practical steps, and otherwise do anything that is reasonably required to enable lodgement and registration of this document to occur electronically through PEXA or another ELNO, prior to obtaining Development Consent.
- d. For the avoidance of doubt, the Proponent warrants that following execution of this document it will not take any action to grant an interest in the Land to another person so as to prevent registration of this document on the Land, as required by this document.
- e. The parties must do all things reasonably necessary to remove any notation relating to this document from the title to the Land on the earlier of:
 - (i) the Proponent's obligations under this document having been performed to Council's satisfaction; and
 - (ii) if this document is terminated or otherwise comes to an end for any other reason.

10) Interest in Land

The Proponent represents and warrants that it is:

- a. the owner of the Land; or
- b. legally and beneficially entitled to obtain all consents and approvals to assist, cooperate and to otherwise do all things necessary to comply with its obligations under this document.

11) Security

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- a. The Proponent may only make, or cause, suffer or permit the making of, an application for a Construction Certificate in respect of the Development if, at the date of the application, the Proponent is not in breach of its obligation to make any Development Contribution under this document.
- b. Council may withhold the issue of a Construction Certificate if, at the relevant time, the Proponent is in breach of any obligation to make any Development Contribution under this document until such time as the breach is rectified.
- c. For the avoidance of doubt, if the Proponent has paid the Development Contribution to Council and complied with its obligations under this document, Council must issue a Construction Certificate within 14 days.

12) Variation of this document

Any changes to this document must be in writing and signed by all parties. The Proponent acknowledges that any modification or amendments may be subject to further re-exhibition requirements in accordance with Council policy.

13) Assignment and transfer

- a. Other than in accordance with this clause 13, the Proponent must not:
 - (i) assign any part of the Land; and/or
 - (ii) assign its rights or novate its obligations under this document.
- b. If the Proponent:
 - (i) wishes to assign any part of the Land; and/or
 - (ii) wishes to assign its rights or obligations under this document,then the Proponent must:
 - (i) provide a written request to Council for the consent of Council to the relevant assignment;
 - (ii) provide Council with any evidence required by Council, acting reasonably, to satisfy Council that the third party in whose favour the assignment is to be made (**Assignee**) is reasonably capable of performing the obligations under this document that are to be assigned to it;
 - (iii) obtain written consent of Council to the relevant assignment; and
 - (iv) at no cost to Council, procure:
 - (A) the execution by the Assignee of an appropriate deed where the Assignee agrees to be bound by the terms of this document; and
 - (B) the provision of all securities to Council by the Assignee that the Proponent is required to provide under this document (and any additional securities if required by Council acting reasonably) at the same time as, or prior to, entering into that deed.

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- c. Council is under no obligation to consider granting its consent to any request made by the Proponent under paragraph b. if, at the time the request is made, the Proponent is in breach of this document.
- d. Despite the above, if the Proponent has satisfied all Development Contributions and complied with all of its obligations under this document, the Proponent may assign any part of the Land without Council's approval.

14) Right to transfer land

The Proponent must not sell or transfer the whole or part of any part of the Land unless:

- a. Council provides its written consent to the transfer of the whole or part of the Land;
- b. Council is satisfied that the proposed transferee has sufficient assets, resources and skills to perform any of the remaining obligations of the Proponent;
- c. the Proponent procures the execution of an agreement by the transferee, under which the transferee agrees to comply with the terms of this document;
- d. the Proponent is not in material breach of its obligations under this document;
- e. this document has been registered on the title of the Land pursuant to clause 9; and
- f. Council has received a replacement Security (if required).
- g. Despite the above, if the Proponent has satisfied all Development Contributions and complied with all obligations under this document, the Proponent may sell or transfer the whole or any part of the Land without Council's approval.

15) Notice of dispute

- a. If a dispute or lack of certainty between the parties arises in connection with this document or its subject matter (**Dispute**), then either party (**First Party**) must give to the other (**Second Party**) a notice which:
 - (i) is in writing;
 - (ii) adequately identifies and provides details of the Dispute;
 - (iii) stipulates what the First Party believes will resolve the Dispute; and
 - (iv) designates its representative (**Representative**) to negotiate the Dispute.
- b. The Second Party must, within five (5) business days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person to negotiate the Dispute (the representatives designated by the parties being together, the **Representatives**).

15.1) Conduct pending resolution

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The parties must continue to perform their respective obligations under this document if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other party against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.

15.2) Further steps required before proceedings

Subject to clauses 15.13 and 15.14 and except as otherwise expressly provided in this document, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 15.4 or determination by an expert under clause 15.5, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within five (5) business days of the date a notice under clause 15.1b is served.

15.3) Disputes for mediation or expert determination

If the Representatives have not been able to resolve the Dispute, then the parties must agree within five (5) business days to refer the matter to mediation under clause 15.4 or expert determination under clause 15.5.

15.4) Disputes for mediation

- a. Mediation must be conducted by a mediator agreed by the parties and, if the parties cannot agree within five (5) business days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.
- b. If the mediation referred to in paragraph a has not resulted in settlement of the Dispute and has been terminated, the parties may agree to have the matter determined by expert determination under clause 15.5.

15.5) Choice of expert

- a. If the Dispute is to be determined by expert determination, this clause 15.5 applies.
- b. The Dispute must be determined by an independent expert in the relevant field:
 - (i) agreed between, and appointed jointly by, the parties; or
 - (ii) in the absence of agreement within five (5) business days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.
- c. If the parties fail to agree as to the relevant field within five (5) business days after the date that the matter is required to be determined by expert determination, either party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on the parties.
- d. The expert appointed to determine a Dispute:
 - (i) must have a technical understanding of the issues in dispute;

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- (ii) must not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
 - (iii) must inform the parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the parties.
- e. The parties must promptly enter into a document with the expert appointed under this clause 15.5 setting out the terms of the expert's determination and the fees payable to the expert.

15.6) Directions to expert

- a. In reaching a determination in respect of a dispute under clause 15.5, the independent expert must give effect to the intent of the parties entering into this document and the purposes of this document.
- b. The expert must:
 - (i) act as an expert and not as an arbitrator;
 - (ii) proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - (iii) not accept verbal submissions unless both parties are present;
 - (iv) on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;
 - (v) take into consideration all documents, information and other material which the parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
 - (vi) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - (vii) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party ten (10) business days to make further submissions;
 - (viii) issue a final certificate stating the expert's determination (together with written reasons); and
 - (ix) act with expedition with a view to issuing the final certificate as soon as practicable.
- c. The parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:
 - (i) a short statement of facts;
 - (ii) a description of the Dispute; and

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- (iii) any other documents, records or information which the expert requests.

15.7) Expert may commission reports

- a. Subject to paragraph b:
 - (i) the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination; and
 - (ii) the parties must indemnify the expert for the cost of those advisers or consultants in accordance with clause (i) of this document.
- b. The parties must approve the costs of those advisers or consultants in writing prior to the expert engaging those advisers or consultants.

15.8) Expert may convene meetings

- a. The expert must hold a meeting with all of the parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- b. The parties agree that a meeting under paragraph a is not a hearing and is not an arbitration.

15.9) Other courses of action

If the mediation referred to in clause 15.4 has not resulted in settlement of the dispute, the mediation has been terminated and the parties have not agreed to refer the matter to expert determination within five (5) business days after termination of the mediation, then either party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

15.10) Confidentiality of information provided in dispute resolution process

- a. The parties agree, and must procure that the mediator and the expert agree as a condition of his or her appointment:
 - (i) subject to paragraph (ii), to keep confidential all documents, information and other material disclosed to them during or in relation to the mediation or expert determination;
 - (ii) not to disclose any confidential documents, information and other material except:
 - (A) to a party or adviser or consultant who has signed a confidentiality undertaking; or
 - (B) if required by Law or any Authority to do so; and
 - (iii) not to use confidential documents, information or other material disclosed to them during or in relation to the mediation or expert determination for a purpose other than the mediation or expert determination.

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- b. The parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
 - (i) views expressed or proposals or suggestions made by a party or the mediator or the expert during the expert determination or mediation relating to a possible settlement of the Dispute;
 - (ii) admissions or concessions made by a party during the mediation or expert determination in relation to the Dispute; and
 - (iii) information, documents or other material concerning the dispute which are disclosed by a party during the mediation or expert determination unless such information, documents or facts would be discoverable in judicial or arbitral proceedings.

15.11) Final determination of expert

The parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

15.12) Costs

- a. Each party must contribute equally to the costs of any mediator appointed under clause 15.4.
- b. If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.

15.13) Remedies available under the Act

This clause 15.13 does not operate to limit the availability of any remedies available to Council under the Act.

15.14) Urgent relief

This clause 15.14 does not prevent a party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this document.

16) Breach Notice

If the Proponent breaches this document, Council may serve a notice on the Proponent (Breach Notice) specifying:

- a. the nature and extent of the alleged breach;
- b. if:
 - (i) the breach is capable of being rectified other than by the payment of compensation, what Council requires the Proponent to do in order to rectify the breach; or
 - (ii) the breach is not capable of being rectified other than by payment of compensation, the amount of compensation Council requires the Proponent to pay in order to rectify the breach, and

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- c. the time within which Council requires the breach to be rectified, which must be a reasonable time or not less than ten (10) business days.

16.1) Events of Default

The Proponent commits an **Event of Default** if it:

- a. fails to comply with a Breach Notice; or
- b. becomes subject to an Insolvency Event.

16.2) Consequences of Events of default

Where the Proponent commits an Event of Default, Council may, in addition to any rights it has at Law:

- a. exercise the Step in Rights so as to carry out any work specified in the relevant Breach Notice; or
- b. call on the Security to the extent of any compensation claimed in a Breach Notice and not paid by the Proponent.

17) Termination, Rescission or Determination

- a. This document terminates in the following events:
 - (i) The parties agree in writing to terminate the operation of this document at any time.
 - (ii) The Development Consent lapses.
- b. Upon termination of this document:
 - (i) all future rights and obligations of the parties are discharged; and
 - (ii) all pre-existing rights and obligations of the parties continue to subsist.
- c. This document will determine upon the Proponent satisfying all of the obligations imposed on it in full.

18) Position of Council

- a. The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.
- b. This document is not intended to operate to fetter, in any unlawful manner (**Discretion**):
 - (i) the power of Council to make any Law; or
 - (ii) the exercise by Council of any statutory power or discretion.
- c. No provision of this document is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this document is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:

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- (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 19 is substantially satisfied;
 - (ii) in the event that paragraph (i) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this document has full force and effect; and
 - (iii) to endeavour to satisfy the common objectives of the parties on relation to the provision of this document which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.
- d. Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this document contracted out of a provision or exercised a Discretion under this document, then to the extent of this document is not to be taken to be inconsistent with the Law.
- e. Nothing in this document will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Development Consent, the Land or the Development in a certain manner.

19) GST

In this clause:

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

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

GST Law has the meaning given by the *A New Tax System (Goods and Services 2025 Tax) Act 1999* (Cth).

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

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

- a. Subject to clause 19(c), if GST is payable on a Taxable Supply made under, by reference to or in connection with this document, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- b. Clause 19(a) does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this document to be GST inclusive.
- c. No additional amount shall be payable by Council under clause 19(a) unless, and only to the extent that, Council (acting reasonably and in accordance with

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the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

- d. If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this document by one Party to the other Party that are not subject to Division 82 of the A New Tax System (Goods and Services Tax) Act 1999, the Parties agree:
 - i. to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies; and
 - ii. that any amounts payable by the Parties in accordance with clause 19(a) (as limited by clause 19(c) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- e. No payment of any amount pursuant to this clause 19, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- f. Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- g. All parties confirm that they have received independent advice from a qualified tax professional regarding GST before entering into this document.
- h. This clause continues to apply after expiration or termination of this document.

20) Entire Agreement

This document constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

21) Governing law and jurisdiction

- a. This document is governed by, and construed under the law in the State of New South Wales.
- b. Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- c. Each party by execution of this document irrevocably, generally and unconditionally submits to the nonexclusive jurisdiction of the courts of New South Wales and that may hear appeal from those courts in respect of any proceedings in connection with this deed and may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of forum non conveniens

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22) Severance

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

23) Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this document.

24) Expenses and stamp duty

Prior to the execution of this document, or otherwise on being made aware of such costs following execution of this document, the Proponent must pay:

- a. Council's reasonable costs and disbursements, including legal costs, in connection with the negotiation, preparation, execution and carrying into effect of this document.
- b. All costs and expenses associated with the giving of public notice of this document and the Explanatory Note.
- c. All costs and expenses associated with the ongoing administration and enforcement of this document including in relation to any breach or default by the Proponent of its obligations under this document.
- d. All Taxes in respect of this document including stamp duty and registration fees, if applicable.
- e. Council's reasonable costs and disbursements in connection with the release and discharge of this document, if applicable.

25) Notices

- a. Any notice, consent or other communication under this document must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - i. delivered to that person's address;
 - ii. sent by pre-paid mail to that person's address; or
 - iii. transmitted by email to that person's address.
- b. A notice given to a person in accordance with this clause is treated as having been given and received:
 - i. if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
 - ii. if sent by pre-paid mail, on the third business day after posting; or

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- iii. if sent by email and the sender does not receive a delivery failure message from the sender, within a period of twenty-four (24) hours of the email being sent.
- c. For the purpose of this clause the address of a person is the address set out in this deed or another address of which that person may from time to time give notice to each other person.

26) Waiver

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

27) Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity and enforceability of this document.

28) Representations and warranties

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

29) Severability

If a clause or part of a clause of this document 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 document, but the rest of this document is not affected.

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Execution

Dated:

Executed as a Deed

EXECUTED by The George 17 Pty Limited)
in accordance with section 127 of)
the *Corporations Act 2001*)

.....
Director

Director/Secretary

.....
Name of Director – please print

Pierre Sleiman

Name of Director – please print

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Schedule 1

Table 1 – Requirements under section 7.4 of the Act

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of this document complying with the Act.

Requirement under the Act	This document
<p>Planning instrument and/or development application – (section 7.4(1))</p> <p>The Proponent has:</p> <p>(a) Sought a change to an environmental planning instrument.</p> <p>(b) Made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>No.</p> <p>Yes.</p> <p>No. .</p>
Description of land to which this document applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this document applies – (section 7.4 (3)(b))	See definition of Development in clause 4.
Description of change to the environmental planning instrument to which this document applies – (section 7.4 (3)(b))	Not applicable
The scope, timing and manner of delivery of contribution required by this document – (section 7.4 (3)(c))	See Schedule 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	See clause 8.
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	See clause 8.
Consideration of benefits under this document if section 7.11 applies – (section 7.4 (3)(e))	Not applicable
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 15.
Enforcement of this document – (section 7.4(3)(g))	See clause 12.
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 19.

Planning Agreement
DATE OF VERSION 11 November 2025

Schedule 2
Address for Service

Council

Contact: The General Manager
Address: PO Box 2044, Burwood North 2134
Email: council@burwood.nsw.gov.au

Proponent

Contact: Monique Sleiman
Address: Commercial Entrance Level 3, 23-27 George Street Burwood NSW 2134
Email: projectmanager@pncompanies.com.au

Planning Agreement
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Schedule 3
Land

1. Lots proposed for development

Address	Title Details
28-34 Victoria Street, Burwood NSW 2134	Lot 2308 in DP1286895
21 George Street, Burwood NSW 2134	All lots contained in SP 63994
17 George Street, Burwood NSW 2134	Lot 170 in DP 1301780

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Schedule 4

Development Contribution

1. Development Contribution

- a. The Proponent will provide the Development Contribution as set out in the table below:

Development Contribution	Timing	Public purpose
\$2,000,000	On or before the date that is sixty (60) days after the date that the Development Consent is granted	[Insert]
\$2,000,000	On or before the date that is eighteen (18) months after the date that the Development Consent is granted.	[Insert]
\$4,000,000 ('Final Contribution Amount')	On or before the issue of an Occupation Certificate with respect to the Development (adjusted annually by CPI or 3%, whichever is lower).	[Insert]

The Development Contribution specified in 1(a) above is to be indexed in accordance with clause 5(b).

(Item 95/25) Councillor Attendance at Conferences in 2025

File No: 25/50938

Report by Director Corporate Services

Summary

In 2025, Councillors attended conferences and seminars in line with the *Councillors Expenses and Facilities Policy*.

Operational Plan Objective

A.109 Deliver a progressive and accountable framework to support the elected body of Council and individual councillors

Background

Under the *Councillor Expenses and Facilities Policy*, Councillors at Burwood Council are granted an entitlement to attend conferences and seminars, to ensure that Councillors are up to date with contemporary issues facing Council, the community and local government in NSW.

The policy suggests that a report be provided to Council on the aspects of conferences or seminars relevant to Council business and/or the local community. This report is provided for that purpose.

Conference / Seminar	Date	Councillor attendance	Topics
Australian Placemaking Summit	17 June 2025 - 18 June 2025	Mayor Faker, Cr Yang	placemaking
National General Assembly of Local Government (NGA25)	24 June 2025 - 27 June 2025	Mayor Faker (voting delegate), Cr Mannah, Cr Bhatta	national-level advocacy for local government issues
UN at 80: Shaping Our Future Together (UN80)	22 October 2025	Cr Esber	human rights, sustainability, media integrity and peacebuilding
Local Government NSW Annual Conference	23 November 2025 - 25 November 2025	Mayor Faker, Cr Bhatta, Cr Mannah, Cr Yang (voting delegates), Cr Esber	state-level advocacy for local government issues

Conclusion

Burwood Council continues to promote Councillor attendance at conferences and seminars under the *Councillor Expenses and Facilities Policy*, to ensure Councillors remain up to date on contemporary issues.

Recommendation(s)

That Council note the attendance of Councillors at conferences and seminars throughout the year.

Attachments

There are no attachments for this report.