CITY OF PARRAMATTA

AGENDA

NOTICE OF COUNCIL MEETING

An Ordinary Council Meeting of the Council of the City of Parramatta will be held on LEVEL 4 - COUNCIL CHAMBERS, PHIVE, 5 PARRAMATTA SQUARE, PARRAMATTA on Monday 9 March 2026 at 6:30 pm.

George Bounassif
ACTING CHIEF EXECUTIVE OFFICER

CITY OF PARRAMATTA

EMERGENCY EVACUATION DIAGRAM

Level 4 East

2 Civic Place, Parramatta NSW 2150

Evacuation Procedures

IN CASE OF FIRE

R REMOVE people from immediate danger

A ALERT people nearby and raise an alarm (Dial 000)

C CONFINE fire and smoke (Close doors behind you if safe to do so)

E EVACUATE via the nearest emergency exit

Legend

Amenities Disabled | Amenities Female | Amenities Male

Emergency Door Release | Emergency Call Point | Dry Chemical Powder

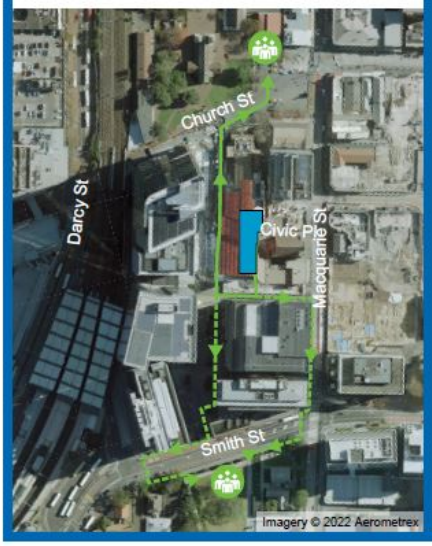
Fire Blanket | Hose Reel | Hydrant | Switchboard

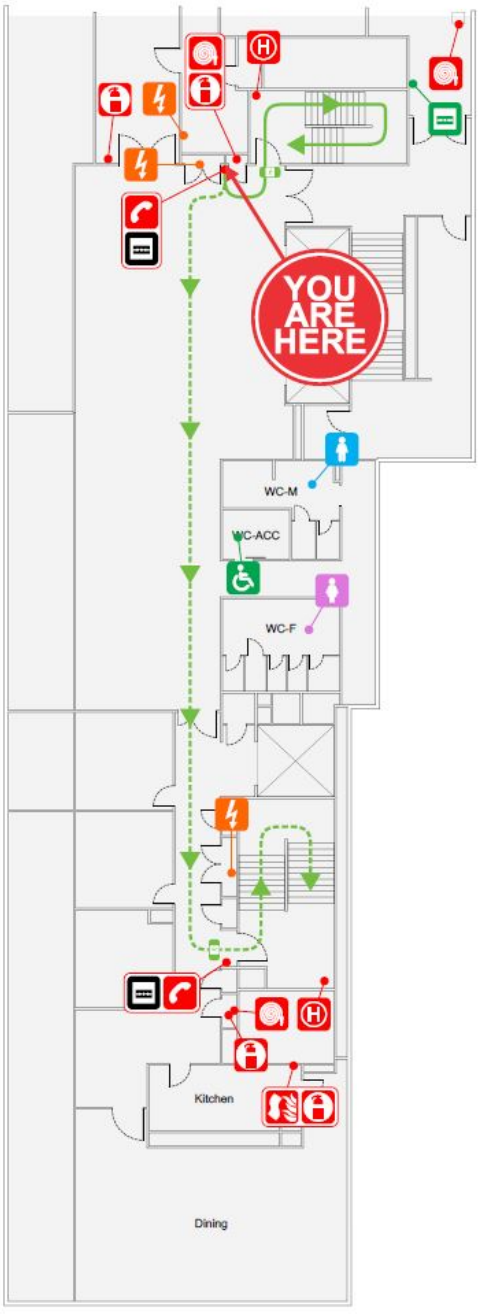
Warden Intercommunication Point | Exit

Alternate Evacuation Path | Evacuation Path | Assembly Area

Site Plan

Parramatta PHIVE





Chubb

STATEMENT OF ETHICAL OBLIGATIONS:

In accordance with clause 3.23 of the Model Code of Meeting Practice, Council is obligated to remind Councillors of the oath or affirmation of office made under section 233A of the Local Government Act 1993, and of their obligations under Council's Code of Conduct to disclose and appropriately manage conflicts of interest – the ethical obligations of which are outlined below:

Obligations	
Oath [Affirmation] of Office by Councillors	I swear [solemnly and sincerely declare and affirm] that I will undertake the duties of the office of Councillor in the best interests of the people of the City of Parramatta Council and the City of Parramatta Council that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the Local Government Act 1993 or any other Act to the best of my ability and judgement.
Code of Conduct Conflict of Interests	
Pecuniary Interests	A Councillor who has a **pecuniary interest** in any matter with which the Council is concerned, and who is present at a meeting of the Council at which the matter is being considered, must disclose the nature of the interest to the meeting. The Councillor must not be present at, or in sight of, the meeting: a) At any time during which the matter is being considered or discussed, or b) At any time during which the Council is voting on any question in relation to the matter.
Non-Pecuniary Conflict of Interests	A Councillor who has a **non-pecuniary conflict of interest** in a matter, must disclose the relevant private interest in relation to the matter fully and on each occasion on which the non-pecuniary conflict of interest arises in relation to the matter.
Significant Non-Pecuniary Conflict of Interests	A Councillor who has a **significant** non-pecuniary conflict of interest in relation to a matter under consideration at a Council meeting, must manage the conflict of interest as if they had a pecuniary interest in the matter.
Non-Significant Non-Pecuniary Interests	A Councillor who determines that they have a non-pecuniary conflict of interest in a matter that is **not significant** and does not require further action, when disclosing the interest must also explain why conflict of interest is not significant and does not require further action in the circumstances.

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OPENING MEETING

ACKNOWLEDGEMENT OF THE TRADITIONAL OWNERS OF LAND

We acknowledge that we are here on the land of the Dharug people. The Dharug people are the Traditional Owners of this land. [City of Parramatta] also acknowledges the present Aboriginal and Torres Strait Islander people who now reside within this area.

WEBCASTING ANNOUNCEMENT

The public meeting will be recorded and streamed live on the internet. The recording will also be archived and made available on Council's website.

All care will be taken to maintain privacy, however as a visitor in the public gallery, the public should be aware that their presence may be recorded.

GENERAL RECORDING OF MEETING ANNOUNCEMENT

As per Council's Code of Meeting Practice, the recording of the Council Meeting by the public using any device, audio or video, is only permitted with Council permission. Recording a Council Meeting without permission may result in the individual being expelled from the Meeting.

APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

APPLICATIONS FOR ATTENDANCE BY AUDIO-VISUAL LINK

DISCLOSURES OF INTEREST

CONFIRMATION OF MINUTES

REPORT NAME	MIN26-3 Minutes of the Ordinary Council Meeting Held on 23 February 2026
REPORT OF	Coordinator Secretariat Services

RECOMMENDATION

That the minutes of the Ordinary Council Meeting held on 23 February 2026, be taken as read and be accepted as a true record of the Meeting.

Heidi Wenham
Acting Group Manager Office of the Lord Mayor and CEO

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

1. Unconfirmed Minutes - 23 February 2026 - Ordinary Council Meeting [**8.1.1** - 41 pages]

CITY OF PARRAMATTA

MINUTES

Ordinary Council Meeting

Monday 23 February 2026
6:30 pm

Level 4 - Council Chambers
PHIVE
5 Parramatta Square, Parramatta

UNCONFIRMED

PRESENT - COUNCILLORS

The Lord Mayor, Councillor Martin Zaiter, Deputy Lord Mayor, Councillor Charles Chen, Councillor Kellie Darley, Councillor Anthony Ellard, Councillor Dr Hayley French, Councillor Dr Judy Greenwood, Cameron MacLean, Councillor Manning Jeffrey (online), Councillor Michael Ng, Councillor Sameer Pandey, Councillor Sreeni Pillamarri, Councillor Dr Patricia Prociv and Councillor Georgina Valjak.

PRESENT – STAFF

Acting Chief Executive Officer - George Bounassif, Executive Director City Engagement & Experience - Angela Jones-Blayney, Executive Director Corporate and Property Services - Brett Smith, Executive Director City Services & Projects - James Smallson, Executive Director City Planning & Design – Jennifer Concato, Executive Director Community & Culture - Jonathan Greig, Acting Group Manager Office of the Lord Mayor & CEO – Heidi Wenham, Chief People & Culture Officer - Brendan Clifton, Chief Financial Officer - Amit Sharma, Acting Chief Technology Officer – Graham Curley, Coordinator Secretariat Services - Marina Cavar, Crime Prevention and Security Team Leader – Andrew Taylor, City Culture Manager – Sophia Kouyoumdjian, Cultural Projects Manager – Suzanne Buljan, Secretariat Officer - Bianca Portelli, ICT Service Desk Officer - Kunal Aggarwa and ICT Service Desk Officer - Pulasthi Hewavitharana

OPENING MEETING

The Lord Mayor, Councillor Zaiter, declared the meeting open at 6.37pm.

ACKNOWLEDGEMENT OF THE TRADITIONAL OWNERS OF LAND

The Lord Mayor acknowledged that we are here today on the land of the Dharug people. The Dharug people are the Traditional Owners of this land. [City of Parramatta] and also acknowledged the present Aboriginal and Torres Strait Islander people, who now reside within this area.

WEBCASTING ANNOUNCEMENT

The Lord Mayor advised that this public meeting is being recorded and streamed live on the internet. The recording will also be archived and made available on Council's website.

UNCONFIRMED

The Lord Mayor further advised that all care will be taken to maintain privacy, however as a visitor in the public gallery, the public should be aware that their presence may be recorded.

GENERAL RECORDING OF MEETING ANNOUNCEMENT

In accordance with Council's Code of Meeting Practice, the recording of a meeting of Council by the public using any device, audio or video, is only permitted with Council permission. Recording a meeting of Council without permission may result in the individual being expelled from the meeting.

APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

RESOLVED: Councillor Pillamarri and Councillor Ellard

That the apology on behalf of Councillor Issa and Councillor Raffoul be accepted and a leave of absence be granted.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

APPLICATIONS FOR ATTENDANCE BY AUDIO-VISUAL LINK

RESOLVED: Councillor Ellard and Councillor Pillamarri

That Councillor Jeffrey be permitted to attend this meeting via audio-visual link.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

UNCONFIRMED

DISCLOSURES OF INTEREST

Councillor Dr French disclosed a pecuniary interest in Item CON26-3 ITT 370 External Legal Panel Tender for the reason that she has recently been engaged as a sole trader by a firm recommended for Council's external legal panel, with the potential for a future engagement. As this is a pecuniary interest **Councillor Dr French** will leave the meeting and not take part in the discussion or voting on this item.

Councillor Pandey disclosed a non-pecuniary less than significant interest in Item LMM 26-7 Western Sydney Corporate Charity Lunch 2026 for the reason that he has previously volunteered and supported fundraising activities coordinated by the Western Sydney Corporate Charity Lunch Committee. **Councillor Pandey** has indicated that he will leave the meeting and not take part in the discussion or voting on this item.

CONFIRMATION OF MINUTES

MIN26-2 **Minutes of the Ordinary Council Meeting Held on 9 February 2026**
(Report by the Coordinator Secretariat Services)

RESOLVED: Councillor Pillamarri and Councillor MacLean

That the minutes of the Ordinary Council Meeting held on 9 February 2026, be taken as read and be accepted as a true record of the Meeting.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

UNCONFIRMED

MINUTES OF THE LORD MAYOR

LMM26-5 **Strategic Planning for Greater Parramatta**
(Report by the Lord Mayor, Councillor Zaiter)

RESOLVED: Lord Mayor, Councillor Zaiter and Councillor Pillamarri

That the Lord Mayor write to the Hon. Paul Scully MP, Minister for Planning and Public Spaces, requesting a meeting to discuss opportunities to strengthen the draft Sydney Plan by including:

i. Clear, long-term housing and employment targets.
ii. Alignment of infrastructure investment with employment growth.
iii. Better clarity supporting liveability in infill areas of underutilised urban land.
iv. Recognition of the 150,000 jobs target for Parramatta as a metropolitan priority.
v. Preservation of Parramatta's commercial core and other areas with significant potential for jobs growth.
vi. Strengthened place-based planning for Parramatta.
vii. Alignment with City of Parramatta Council's Community Strategic Plan and long-term vision, Parramatta 2050.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Councillor Jeffrey left the meeting at 7.10pm.

LMM26-6 **LMM26-6 Delivery of infrastructure to meet the needs of the Wentworth Point community**
(Report by the Lord Mayor, Councillor Zaiter)

RESOLVED: Lord Mayor, Councillor Zaiter and Councillor Ng

(a) That the Lord Mayor write to the Hon. John Graham MLC, Minister for Transport and the State Member for Parramatta

UNCONFIRMED

Donna Davis MP, to advocate for a commitment to a clear timeframe and the funding to enable construction and delivery of Stage 2b of the Parramatta Light Rail (PLR) in time for the opening of the Sydney Olympic Park Metro Station.

(b) That the Lord Mayor write to the Hon. Prue Car, Deputy Premier and Minister for Education and Early Learning and the State Member for Parramatta Donna Davis MP, to advocate for a shared use agreement for the Wentworth Point High School Oval to be accessible to the community.

(c) That the CEO write to Landcom and seek an update on the delivery of the Peninsula Park.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Councillor Pandey left the meeting 7.14 pm.

LMM26-7 Western Sydney Corporate Charity Lunch 2026

(Report by the Lord Mayor, Councillor Zaiter)

Councillor Pandey disclosed a non-pecuniary less than significant interest

RESOLVED: Lord Mayor, Councillor Zaiter and Councillor Valjak

(a) That Council recognises the exceptional efforts of The Salvation Army, The Westmead Institute for Medical Research and Mercy Works in Western Sydney who continue to go above and beyond in supporting families in need and vulnerable people in local communities.

(b) That Council donate $3,500 to the Western Sydney Corporate Charity Lunch to secure a 'We Want to Help' sponsorship package in support of the event charity partners, The Salvation Army, The Westmead Institute for Medical Research and Mercy Works in Western Sydney.

Record of Voting:

UNCONFIRMED

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Councillor Pandey returned to the meeting at 7.15pm.

Note: Councillor Jeffrey returned to the meeting at 7.18pm.

LMM26-8 Cultural Celebrations in the City of Parramatta
(Report by the Lord Mayor, Councillor Zaiter)

RESOLVED: Lord Mayor, Councillor Zaiter and Councillor DLM Councillor Chen

(a) That Council acknowledge City of Parramatta as one of the most culturally diverse and vibrant communities in Australia, with 128 nationalities and over 117 languages spoken in our growing global City.

(b) That Council recognise the following cultural celebrations observed across the City of Parramatta, including:

i. Lent – commencing 15 February or 18 February through to 4 April 2026 and Orthodox Lent from 23 February through to 11 April 2026.

ii. Lunar New Year – 17 February 2026

iii. Ramadan and Eid al-Fitr (Festival of Breaking the Fast) – 17 February through to 20 March 2026

iv. Holi (Festival of Colours) – 4 March 2026

(c) That Council convey its well wishes to everyone across our City observing these cultural celebrations with their family, friends, colleagues, neighbours and communities.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

UNCONFIRMED

RESCISSION MOTIONS

Nil

PROCEDURAL MOTION
SUSPENSION OF STANDING ORDERS - ORDER OF BUSINESS

MOTION: Councillor Pillamarri and Councillor Ellard

That in accordance with Clause 8.2 of Council's Code of Meeting Practice, Council amend the Order of Business for this meeting, to allow for Item OCM26-19 to be considered as the next item of business.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-19 **OCM26-19 Post Exhibition - Finalisation of All-Electric Building Controls**
(Report by the Project Officer)

RECOMMENDATION: Councillor Dr Greenwood and Councillor Dr Prociv

(a) That Council approve Option 2 from the exhibited all-electric building controls (that would apply new controls to all new commercial and non-residential State Significant developments, and strata-subdivided residential development, including multi-dwelling housing, residential flat buildings and shop-top housing outside the Parramatta City Centre) and amend the Parramatta DCP 2023 section 5.4 Environmental Performance in accordance with Attachment 4. Noting that a transition period has been included so that new controls will not come into effect until 30 June 2027.

(b) Further, that Council delegate authority to the CEO to correct any minor anomalies of a non-policy and administrative nature that may arise during the DCP amendment process.

UNCONFIRMED

AMENDMENT: Councillor Ellard and Councillor Valjak

That Council make no amendments to the Parramatta DCP 2023 until the NSW Government releases the NSW Gas Decarbonisation Roadmap.

Record of Voting:

For the Amendment: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Ellard, Councillor Dr French, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak

Against the Amendment: Councillor Darley and Dr Greenwood

On being put to the meeting voting on this amendment was eleven (11) votes FOR and two (2) votes AGAINST the Amendment became the Motion

RESOLVED: Councillor Ellard and Councillor Valjak

That Council make no amendments to the Parramatta DCP 2023 until the NSW Government releases the NSW Gas Decarbonisation Roadmap.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Ellard, Councillor Dr French, Councillor Jeffrey, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak.

Against the Motion: Councillor Darley and Councillor Dr Greenwood

On being put to the meeting voting was eleven (11) votes FOR and two (2) vote AGAINST, the Motion was CARRIED.

Questions Taken on Notice (Councillor Jeffrey) regarding Item OCM26-19 Post Exhibition - Finalisation of All-Electric Building Controls

- On page 300 of the report, it says that there are 58 responses for option one and that that represents 42% of overall responses. It also says that option 2 got 57 responses but represents 45% of overall responses. Could I get some clarification?
- Is the company Ausgrid a resident of City of Parramatta
- Why are we getting responses from people in Merrylands then?

UNCONFIRMED

- Did we kind of do anything to verify the the 135 responses to confirm which ones were actually residents or did people just self select?

Note: Councillor Jeffrey left the meeting at 7.53pm and did not return.

PETITIONS

Councillor Pandey tabled the following Petition:

- Residents of Darcy Road Telecommunications Infrastructure.

A copy of this Petition is ON FILE. This Petition will be actioned in accordance with Council's Petitions Policy.

Councillor Dr Greenwood tabled the following Petition:

- Protect Parramatta's Natural Riverbank.

A copy of this Petition is ON FILE. This Petition will be actioned in accordance with Council's Petitions Policy.

PROCEDURAL MOTION
SUSPENSION OF STANDING ORDERS – DEALING WITH ITEMS BY EXCEPTION

RESOLVED: Councillor MacLean and Councillor Pillamarri

That, in accordance with Section 13 of Council's Code of Meeting Practice, Council resolve to adopt the following items in accordance with the recommendations as printed, without debate:

- **OCM26-11** Unconfirmed Minutes of the First Nations Advisory Panel Meeting held on 3 February 2026
- **OCM26-12** Unconfirmed Minutes of the Social Sustainability and Inclusion Advisory Panel Meeting held on 4 February 2026
- **OCM26-13** Delegation to the Lord Mayor and Acting Chief Executive Officer for the 2025/26 Recess Period
- **OCM26-15** Investment Report for January 2026

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

UNCONFIRMED

OCM26-11 **Unconfirmed Minutes of the First Nations Advisory Panel Meeting held on 3 February 2026**
(Report by the Business Support Specialist)

RESOLVED: Councillor MacLean and Councillor Pillamarri

That the Unconfirmed Minutes of the First Nations Advisory Panel Meeting held on 3 February 2026 be noted by Council.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-12 **Unconfirmed Minutes of the Social Sustainability and Inclusion Advisory Panel Meeting held on 4 February 2026**
(Report by the Business Support Specialist)

RESOLVED: Councillor MacLean and Councillor Pillamarri

That the Unconfirmed Minutes of the Social Sustainability and Inclusion Advisory Panel Meeting held on 4 February 2026 be noted by Council.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-13 **Delegation to the Lord Mayor and Acting Chief Executive Officer for the 2025/26 Recess Period**
(Report by the Coordinator Secretariat Services)

RESOLVED: Councillor MacLean and Councillor Pillamarri

UNCONFIRMED

That Council receive and note the report.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-15 **OCM26-15 Investment Report for January 2026**
(Report by the Treasury Tax & Accounts Payable Manager)

RESOLVED: Councillor MacLean and Councillor Pillamarri

That Council receive and note the January 2026 investment portfolio performance report.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Ng, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Councillor Ng left the meeting at 8.06pm and did not return.

OCM26-14 **Quarterly Budget Review Statement - Q2 December 2025**
(Report by the Senior Finance Business Partner)

RESOLVED: Councillor Darley and Councillor MacLean

That Council adopt the December 2025 Quarterly Budget Review Statement (QBRS) and Responsible Accounting Officer's report at Attachment 1 noting;

(a) The net operating result, including capital grants and contributions is a surplus of $69.9 million;

(b) Underlying net operating result, excluding capital grants and contributions and loss or gain from asset disposals, is a deficit of $2.7 million;

UNCONFIRMED

(c) Capital expenditure of $162.4 million and

(d) That Council approve the revised budget for the 2025/26 financial year

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-16 **OCM26-16 Status of Outstanding Council Resolutions (As at 31 December 2025)**
(Report by the Business Support Specialist)

RESOLVED: Councillor Darley and Councillor Dr Prociv

That Council receive and note the report.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Question Taken on Notice (Councillor Pandey) regarding Item OCM26-16 Status of Outstanding Council Resolutions (As at 31 December 2025)

- In the table within the report what does the 89.33% represent?

Note: Councillor Dr French left the meeting at 8:31pm.

OCM26-17 **OCM26-17 Public Exhibition of Draft 10 Year Waste and Circular Economy Strategy**
(Report by the Group Manager Waste & Cleansing)

RESOLVED: Councillor Dr Prociv and Councillor Valjak

UNCONFIRMED

(a) That Council endorse the draft Waste & Circular Economy Strategy to be placed on public exhibition for a period of 28 days.

(b) That the Chief Executive Officer be delegated authority to make amendments of a minor, administrative and/or non-policy nature to the draft Waste & Circular Economy Strategy to enable implementation of the public exhibition.

(c) That upon conclusion of the public exhibition period, the outcomes of the exhibition and the final Waste & Circular Economy Strategy will be presented to Council for consideration.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Councillor Dr French returned at 8:36pm.

OCM26-18 OCM26-18 Public Exhibition of Draft Councillor Workshops Policy
(Report by the Governance and Procurement Manager)

RESOLVED: Councillor Darley and Councillor MacLean

(a) That the draft Councillor Workshops Policy be placed on public exhibition for a period of 28 days.

i. That Council authorises the Chief Executive Officer to make any necessary editorial and content changes to the draft Councillor Workshops Policy for public exhibition to give effect to Council's resolution, including but not limited to;

i. wording to be amended in paragraph 3 (Policy); Workshops provide an avenue for Council staff to provide Councillors background information or context to matters requiring councillor feedback in line with the model code.

ii. *And* amend *5.1* (a) (procedure) for item not on a future agenda a minimum of 3 councillors and as approved by the CEO.

(b) That staff prepare a report to Council following the exhibition period to present the final Councillor Workshops Policy for adoption.

UNCONFIRMED

(c) That future draft policies presented to the Chamber are accompanied with a tracked changes document.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-20 **OCM26-20 Formation of a Council Finance Advisory Committee**
(Report by the Chief Financial Officer)

RESOLVED: Councillor MacLean and Councillor Pillamarri

That Council:

(a) That Council appoint the following Councillors to the newly established Committee
   i. Five (5) Councillors as voting members of the Finance Advisory Committee;
      - Councillor Darley
      - Councillor Dr Greenwood
      - Councillor Jeffrey
      - Councillor MacLean
      - Councillor Pandey
   ii. Two (2) Councillor alternatives;
      - Councillor Dr French
      - Councillor Dr Prociv

(b) Delegates the scheduling of the initial meeting to the Chief Executive Officer in consultation with the Finance Advisory Committee members.

(c) Note that the Committee's work will be based on existing Council financial reporting, including:
   i. Council's monthly financial report (as presented to Council),

UNCONFIRMED

ii. Quarterly Budget Review Statements prepared under c.203 of the Local Government (General) Regulation 2021,

iii. Annual financial statements and outcomes of the external audit process.

(d) That the Terms of Reference are presented to the first Council meeting following the initial Finance Advisory Committee Meeting.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-21 OCM26-21 Adoption of Parramatta Transport Forum Terms of Reference
(Report by the Traffic & Transport Manager)

RESOLVED: Councillor Valjak and Councillor Ellard

That Council adopt the updated Terms of Reference for the Parramatta Transport Forum provided at Attachment 2.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-22 OCM26-22 Internship and Work Experience Review
(Report by the Executive Assistant)

RESOLVED: Councillor Dr French and Councillor Valjak

(a) That Council receives and notes this report.

UNCONFIRMED

(b) That Council is provided an annual report on the number of trainees and apprentices employed by Council.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor, Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Deputy Lord Mayor, Councillor Chen left at 8.56pm.

Note: Councillor Pillamarri left at 9.02pm.

OCM26-23 OCM26-23 Public Art Strategic Documents
(Report by the Cultural Projects Manager)

RESOLVED: Councillor Pandey and Councillor Darley

(a) That Council endorse the proposed scope and timeline to develop a new overarching Public Art Strategy and review associated public art documents, to guide the commissioning and delivery of high-quality public art across the City of Parramatta; and

(b) That Council note that funding required to deliver this work will be considered as part of the FY27 and FY28 budget approval processes.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Dr Prociv and Councillor Valjak (Unanimous)

OCM26-24 OCM26-24 Report on Carbon Credits for Planting Urban Trees
(Report by the Group Manager Environment & Sustainability)

RESOLVED: Councillor Dr Greenwood and Councillor MacLean

(a) That Council receive and note this report.

UNCONFIRMED

(b) That Council staff continue to lobby the Clean Energy Regulator to investigate the inclusion of planting urban trees under the reforestation and afforestation method that can earn Australian carbon credit units (ACCUs).

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Deputy Lord Mayor Councillor Chen returned to the meeting at 9.04pm.

Note: Councillor Pillamarri returned to the meeting at 9.05pm.

OCM26-25 **OCM26-25 Draft Submission to Department of Planning, Housing and Infrastructure - Discussion Paper (NSW Planning System), Draft Sydney Plan and Draft Statewide Industrial Lands Policy**
(Report by the Land Use Planning Manager)

RESOLVED: Councillor Dr Prociv and Councillor Darley

That Council approves the submissions at Attachment 1 and Attachment 2 for lodgement with the Department of Planning, Housing and Infrastructure by the due date of 27 February 2026.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

UNCONFIRMED

NOTICES OF MOTION

NOM26-5 **Exploring Smart Technology to Detect Potholes Using Waste Collection Vehicles (Cr Pandey)**
(Motion of Councillor Pandey)

RESOLVED: Councillor Pandey and Councillor Ellard

That Council:

(a) Request the CEO to investigate and report on the feasibility of installing camera or sensor technology on Council waste collection vehicles to identify and record potholes and road surface defects during routine garbage collection runs.

(b) That the report include:

i. An overview of available technologies currently used by councils (including AI enabled cameras),
ii. Capital and ongoing operational costs,
iii. Potential efficiency gains, including earlier detection of road defects, improved maintenance planning, and cost savings,
iv. Opportunities for pilot programs, partnerships, or grant funding.

(c) That the findings be presented to Council for consideration, including recommendations on whether a pilot program should be implemented in June 2026.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

UNCONFIRMED

NOM26-6 **Light Up for Rare Diseases Day and PHIVE Calendar of Lighting (Cr Darley)**
(Motion of Councillor Darley)

RESOLVED: Councillor Darley and Councillor MacLean

(a) That Council acknowledges Rare Disease Day taking place on 28th February which aims to shine a light on the 10,000 plus rare diseases that impact over 300 million people globally, including people living in our City.

(b) That Council participates in the 'Global Chain of Lights' for Rare Diseases Day by lighting up PHIVE and the Town Hall façade in blue, green, purple and pink on 28th February, joining thousands of buildings and monuments across more than 100 countries.

(c) Further, that the CEO makes available a calendar on the PHIVE website of the different activities, events and causes for which Council lights up PHIVE throughout the year.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

NOM26-7 **Internal Audit Function (Cr Darley)**
(Motion of Councillor Darley)

RESOLVED: Councillor Darley and Councillor Ellard

(a) That the Audit, Risk and Improvement Committee (ARIC), in consultation with the CEO, conduct a strategic assessment of Council's Internal Audit function, including:

i. The independence of the internal audit function

ii. Whether resourcing is sufficient to effectively carry out its work

iii. Whether it complies with the Local Government Regulation, Office for Local Governments Risk Management and Internal Audit for Local Government in NSW guidelines (2023), OLGs model Internal Audit Charter

UNCONFIRMED

(2023) and the International Professional Practices Framework

iv. The appropriateness of annual and strategic work plans based on the risks facing Council

v. Progress against key performance indicators

vi. Whether the internal audit function adds value and delivers outcomes for Council,

vii. The appropriateness of the internal audit charter; and

viii. The views of an independent external party with strong knowledge of internal audit operation [as per the OLG Guidelines, page 65]

(b) That the CEO and/or the ARIC Chair report back to Council on the findings and recommendations of the assessment of Councils Internal Audit function, and include the current 4-year Internal Audit plan and budget.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Question Taken on Notice (Councillor Ellard) regarding Item NOM26-7 Internal Audit Function

- In relation to the quote for the review have we estimated about, how many hours that would take and is that an appropriate quote?

NOM26-8 **Data Breach (Cr Darley)**
(Motion of Councillor Darley)

RESOLVED: Councillor Darley and Councillor Ellard

(a) That Council notes the data breach recently discovered via media reports of the unauthorised disclosure of several confidential Council documents between October 2023 and October 2025 via Docs Published, Councils business papers website, and that no personal information was disclosed.

UNCONFIRMED

(b) That the CEO provide an update to Council on the status of the containment and assessment of the data breach, including steps taken, associated costs, extent of the data breach and relevant reporting.

(c) That Council requests the Audit, Risk and Improvement Committee (ARIC) prioritise Councils externally appointed internal auditors conducting the scheduled audit of Councils record and document management, including compliance with the state records Act, this financial year.

(d) That the CEO reviews the implementation of, and compliance with, Councils Data Breach Policy, including internal capabilities and necessary staff training (such as that set out in the NSW Data Sensitivity Guidelines), and reports back the findings and recommendations to Council.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Question Taken on Notice (Councillor Pandey) regarding Item NOM26-8 Data Breach

- Could you confirm if we have a cybersecurity policy around any incidents of hacking, any incidents of other kinds of breaches.

UNCONFIRMED

MATTER OF URGENCY
Epping Aquatic Centre

Councillor Darley sought a Suspension of Standing Orders to raise a Matter of Urgency regarding Epping Aquatic Centre.

PROCEDURAL MOTION
SUSPENSION OF STANDING ORDERS - MATTER OF URGENCY

RESOLVED; Councillor Darley and Councillor

That Council agree that the matter Councillor Darley wishes to raise is a Matter of Urgency and should be considered by Council.

Record of Voting
For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

MOU26-1 **MATTER OF URGENCY: Epping Aquatic Centre**
(Urgency Motion of Councillor Darley)

RESOLVED: Councillor Darley and Councillor MacLean

(a) That Council notes Epping Aquatic Centre has been closed for almost two years, due to the previously planned redevelopment now not able to proceed.

(b) That Council notes our grant variation request to use the NSW Government Stronger Communities grant funding for the endorsed Epping Aquatic Centre renewal works is still pending (although the CEO has been verbally advised that the Office for Local Government has been unable to identify a mechanism to vary the grant as proposed), with determination to be made by the NSW Minister for Local Government, the Hon. Ron Hoenig MP.

(c) That the Lord Mayor and Acting CEO seek an urgent meeting with the NSW Minister for Local Government to discuss use of the NSW Government Stronger Communities funding for Council's endorsed renewal works at Epping Aquatic Centre to ensure this much-loved community asset reopens by spring 2027.

Record of Voting:

UNCONFIRMED

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

QUESTIONS REPORTS

QUESTIONS WITH NOTICE

QWN26-9 **Accidents at the Corner of Albert and O'Connell Streets North Parramatta (Cr Dr Greenwood)**
(Question of Councillor Dr Greenwood)

Could Council please advise the number of accidents at the intersection of O'Connell Street and Albert St North Parramatta.

1. That have involved vehicles only
2. That have involved pedestrians and vehicles
3. That have involved damage to infrastructure and property adjoining the intersection Annually, for each calendar year 2020 - 2025.

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN RESPONSE:

A summary of the available reported accident data for 2020 to 2025 for the intersection of O'Connell Street and Albert Street, North Parramatta is provided below:

	2020	2021	2022	2023	2024	2025*
Vehicle(s) only	2	3	3	2	2	1
Pedestrian and vehicle	0	0	0	1	0	0
Damage to infrastructure/property	0	0	0	0	0	0
Total	2	3	3	3	2	1

* only Q1 data is currently available for 2025

Generally most crashes that only involve damage to infrastructure or property (no injury) are not reported. Furthermore, for crashes that involve injuries there is not a record of whether property damage also occurred.

UNCONFIRMED

Property or infrastructure damage can be implied from the type of crash, for example 'run off road into object', however, there were no such accidents at this location within this timeframe.

QWN26-10 Missing Kerb Ramps (Cr Darley)
(Question of Councillor Darley)

1. How many footpaths end without a ramp to the kerb at intersections/ crossroads in each ward across the LGA?
2. What is the program of work to complete these footpaths and improve accessibility in our City?

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN RESPONSE:

1. At present, Council does not hold a validated, ward-by-ward, dataset identifying the number and location of footpaths that terminate without a kerb ramp at intersections or crossroads. This information would need to be gathered through a comprehensive audit; Council's next planned footpath audit is scheduled for 2028/29.

2. Improving pedestrian accessibility, including the provision of compliant kerb ramps, is currently addressed through Council's existing strategic and delivery frameworks including:
    - Parramatta Ways Walking Strategy and Public Domain Upgrades, where accessibility outcomes are embedded within major corridor and place-based projects.
    - Roads Infrastructure Asset Management Plan (2025-2034), which guides lifecycle renewal and upgrade of footpaths and associated pedestrian infrastructure.
    - Council's annual capital work programs, including the **Pedestrian Access and Mobility Program (PAMP)** and **Footpath Renewal Program**, which target non-compliant footpaths and kerb ramps based on safety, accessibility, risk, condition and available funding.
    - Development assessment and referral processes, where new private development interfaces with Council's public domain or footpath assets, enabling delivery of compliant accessibility upgrades.

UNCONFIRMED

QWN26-11 **Epping Aquatic Centre Renewal Works (Cr Darley)**
(Question of Councillor Darley)

1. What is the status of the renewal works for Epping Aquatic Centre, which are currently subject to securing a variation of the NSW Government Stronger Communities Funding grant?

2. What is the updated timeframe for reopening Epping Pool?

3. What other steps can Council take to progress the renewal works?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

1. Approval from the Office of Local Government for Council's grant variation request to use the funding for the facility's renewal is still pending, although the CEO has been verbally advised that the OLG has been unable to identify a mechanism to vary the grant as proposed. Formal advice will be provided to Council once a determination has been made by the Minister's Office.

2. The timeframe for reopening Epping Pool is dependent on the availability of funding. At this stage, no funding has been allocated for the renewal of the facility. An assessment undertaken in October 2025 indicated that the proposed renewal works would take approximately 18 months to complete from contractor engagement, however, this timeframe is likely to extend while the facility remains vacant and continues to deteriorate.

3. If the NSW Government Stronger Communities Funding grant variation is unsuccessful, Council may elect to fund the renewal works, however, this would require the allocation of funding in future budgets. As the works constitute a renewal project, any reallocation of funding would impact the delivery of other critical renewal programs, including roads, playgrounds and building renewals.

   Council officers are continuing to explore alternative grant opportunities to support the renewal of the facility.

UNCONFIRMED

QUESTIONS TAKEN ON NOTICE

QON26-2 **QON26-2 Questions Taken on Notice at the Ordinary Council Meeting held on 9 February 2026**
(Report by the Coordinator Secretariat Services)

Councillor Darley asked a question on **OCM26-7 Referral of Inspection Reports by Fire and Rescue NSW.**

- In relation to the Somerset Apartments, has the combustible cladding been investigated by Council, and which legal framework has been utilised for the remediation?

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN **RESPONSE:**

Yes, this matter has been investigated. A test report dated 23 October 2020 was submitted to Council in response to a Development Control Order dated 22 July 2020. The report confirmed the cladding at the premises comprised of a bonded aluminium panel with a profiled aluminium core in lieu of a flammable core material and therefore considered non-combustible and not a banned product. As a result of this finding, the building was cleared and the investigation closed.

Councillor Pandey asked a question on **OCM26-7 Referral of Inspection Reports by Fire and Rescue NSW.**

- Can staff provide an update on how many buildings with flammable cladding currently exist in the LGA, and where Council is up to in terms of remediation actions, including any notices issued?

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN **RESPONSE:**

From 181 buildings on Council's potentially combustible cladding register, there are currently 18 buildings at various stages of the cladding removal process, as follows:

1. 2 buildings have initiated legal action against the developer.
2. 3 buildings have been issued with an order to test and replace. Council officers are working with the building owners to obtain relevant documentation to enable the commencement of remediation works.

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3. 13 buildings are currently progressing with removal and replacement works.

Councillor Pandey asked a question on **NOM26-3 Public Amenity Along Parramatta River (Cr Darley).**

- Can an update be provided in relation to the lighting of the Parramatta River foreshore?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS **RESPONSE:**

Council issued an RFQ for the Parramatta River Foreshore Effect Lighting Masterplan in September 2025 and subsequently engaged Arup in November 2025 to prepare the Masterplan. Design development is well underway with the Masterplan anticipated to be complete by the end of April 2026. A key deliverable of the Masterplan is to recommend a pilot project to be delivered as an initial capital works project within the existing available budget. Council officers will seek Parramatta Ward Councillors direction at the next Ward Workshop.

Councillor Darley asked a question on **Item QWN26-4 Waste Reduction Initiatives (Cr Darley)**.

- For Questions 2 and 3, can staff provide a breakdown by year of the 22 repair cafes held over the last three years, and a yearly breakdown of the figures referred to in question 3, to clarify when these occurred?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS **RESPONSE:**

In response to the Question with Notice the table below shows the number of Repair Café and Clothing Swaps undertaken per calendar year.

Calendar Year	Repair cafe	Clothing swap
2025	10	2
2024	2	1
2023	10	0

UNCONFIRMED

COUNCILLOR QUESTIONS ON MATTERS PUBLISHED IN THE BUSINESS PAPER

Councillors can request information from the CEO about meeting matters as long as the information is publicly available and the request doesn't involve discussion. If a Councillor needs clarification about something in a published business paper, they can submit a written question. All submitted questions and consolidated responses will be in a supplementary business paper issued before the meeting begins.

Councillor Darley submitted two (2) questions in relation to **OCM26-18 Public Exhibition of Councillor Workshops Policy**

1. Can a marked-up copy of the policy with tracked changes please be provided?

EXECUTIVE DIRECTOR MANAGER OFFICE OF THE LORD MAYOR & CEO RESPONSE:

Please see attachment 1 to this report.

2. The language in paragraph 3 (Policy) seems to be inconsistent with the new Code of Meeting Practice regarding briefing sessions (where background information and context is provided) not being allowed but workshops are as they gather feedback/ input from Councillors. Can you please clarify this?

MANAGER OFFICE OF THE LORD MAYOR & CEO RESPONSE:

Paragraph 3 will be amended to read as follows *"Workshops provide an avenue for Council staff to provide Councillors background information or context to matters requiring councillor feedback"* in line with the model code.

Councillor Darley submitted three (3) questions in relation to **OCM26-20 Formation of a Council Finance Advisory Committee**.

1. It is not clear in the Terms of Reference whether this meetings of the Finance Committee will be public, as they have been this term of Council. Can you please clarify how the meeting will be held and how this relates to the new Code of Meeting Practice?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The proposed Finance Advisory Committee comprises both councillors and council staff, consistent with the Finance Committee previously established by Council.

UNCONFIRMED

Under the 2025 Model Code of Meeting Practice for Local Councils in NSW, the Code applies only to committees comprised solely of councillors. As a mixed membership committee, the Finance Advisory Committee is not subject to the Code and is intended to operate as a non public committee to support focused, technical discussion of financial management matters, in accordance with its Terms of Reference and consistent with previous arrangements.

2. The sequencing of the Finance Committee meetings with Council meetings is unclear. Given Council papers are now distributed only 3 business days prior to a Council meeting, how will the Finance Committee meet to discuss say the QBRS to inform the Council meeting without the report being made available prior to distribution of the Council papers? Or is the proposal that the Finance Committee meets on the Thursday or Friday prior to the Council meeting? In which case, is that enough time to ensure the minutes are presented to the Council meeting?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

In accordance with the Terms of Reference, the Finance Advisory Committee will meet quarterly, with additional meetings convened where required to provide timely advice on matters with material financial impact. Where items such as the QBRS are scheduled for Council consideration, meeting timing and reporting will be managed to support informed discussion and reporting to Council as soon as practicable.

3. Is the intent that the 2 Councillor alternatives are voting members of the Finance Committee?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The two Councillor alternatives are intended to act as substitutes where a substantive Councillor member is unable to attend. They would only have voting rights when formally substituting for a Councillor member at a meeting; otherwise, they do not have voting rights.

Councillor Darley submitted nineteen (19) questions in relation to **OCM26-14 Quarterly Budget Review Statement - Q2 December 2025.**

1. What is the breakdown of the $1.6m increase in legal fees proposed in the QBRS?

UNCONFIRMED

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The Council has revised its legal cost projections following a review of the previous six months' legal expenditure, which exceeded the budget by $0.9 million. The higher costs are primarily attributable to litigation associated with NSW Supreme Court matters, legal expenses related to major infrastructure projects, and ongoing dispute cases.

2. What is the impact of the $61.4m reduction in Capital Expenditure on the capitalisation of employee costs? What is now the forecast capitalisation of employee costs?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The $61.4 million reduction is not expected to affect the full-year capitalisation forecast. This is because most of the reduced capital expenditure relates to materials, contractors, and consultants involved in project delivery. As a result, employee costs are still anticipated to be capitalised, so there should be no significant change. The situation will be reassessed in Q3 and adjusted if necessary

3. What is the reason for the $57.2m increase in General Reserves (PYE) in the QBRS Q2?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The stronger FY26 cash position is mainly due to improved cash flow, aided by $11.0m in grants, $15.58m in developer contributions, and shifting $41.6m in Q2 capital expenses to FY27 and later.

4. What is driving the $3m increase in Materials and Contracts?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Legal expenses (-$1.6m), Sydney Water breakthrough project costs (-$1m, with anticipated revenue included in the FY27 Draft Budget), and restoration expenditures (-$0.8m) were offset by an increase in restoration revenue. Additionally, there was a partial offset from the deferral of CRC operations (+$0.4m), which has been incorporated into the FY27 Draft Budget.

UNCONFIRMED

5. What is the impact of the $1.7m in 'savings' from prioritising vacant roles?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Some services have been affected due to prioritising vacant roles, including: weekly paver washing at main centres; conducting proactive inspections and cleaning of residential streets on a five-week cycle; bi-annual weed management at local and neighbourhood centres and traffic islands; programmed litter picking in neighbourhood and local centres, with completion around 85%; park maintenance becoming more reactive instead of proactive; reduced strategic planning activities in the tree team; and increased use of contractors for tree maintnance work.

It also impacted the ability to meet statutory obligations in accordance with SLAs and KPIs (including ministerial KPIs) in a sustained manner, and delays in the delivery of DPOP actions.

6. Why has the funding proportion of Capital Expenditure program from 'rates and other untied funding'/ General Reserve increased from 30% to 37%?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Capital expenditure funded by rates and other untied sources, including the General Reserve, has decreased by 9%—equivalent to $6.3 million—when compared to the Q1 forecast.

7. The formatting in the Cash & Investments Budget Review Statement appears incorrect, or is it correct that Other Externally Restricted Reserves are subpoints of Storm Water Management?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Other Externally Restricted Reserves are separate from Stormwater Management. The formatting for these restricted funds was incorrect, but it will be corrected before submitting the final version to the OLG.

8. Does interest from Developer Contributions go back into that restricted reserve?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Yes, interest earned from Developer Contributions is allocated to the restricted reserve.

9. Why has there been a delay in the Belmore Stage 1 project?

UNCONFIRMED

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

The Belmore Park project has experienced delays primarily due to the project cost exceeding the approved budget, which has required a rescoping of works and subsequent amendments to the project documentation before it can progress to tender. In parallel, the project remains dependent on receiving formal approvals from Sydney Water and Endeavour Energy, both of which are required due to the presence of utility assets within the site and associated easements. These approval timeframes are outside Council's direct control and must be finalised before the design can be completed and construction commenced.

10. How is parking revenue tracking against budget?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Compared to the FY26 Original Budget, as of YTD Jan, car parking revenue was ($0.5m) behind the budget. Justice Precinct ($0.3m) and East St ($0.2m)

11. Please explain why $400k for tree maintenance has not been incorporated into the QBRS is identified as a risk (page 105)?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

Compared to Q1, the budget has increased by $100k. However, due to recent weather events and the existing backlog, there remains a residual risk of up to $400k. This risk has not been included in Q2 at this stage, as we are seeking greater clarity on the actual workload and the likelihood of the risk to fully materialise, while also investigating alternative delivery options, including the use of internal resources. This will be reviewed in Q3 and budgeted adjusted accordingly.

12. Why has the Integrated Parking Solutions Program been rephased $1.9m?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

The project budget was allocated at Q1, and the full project budget was required to be allocated in the FY26 budget to ensure that it was fully accounted for. This has now been rephased in the FY27 budget and Long-term Financial Plan to align with the project delivery schedule.

13. Why has WICR346 Duck River Nature Trail been rephased $1.5m?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

This is to align the budget with anticipated timing of expenditure. Detailed design is well progressed, and the project is currently seeking formal environmental

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approval of the Environmental Impact Statement for specific sections of the project. This process is likely to take a further 3 to 6 months.

14. How can the 'Phillip Street Smart St Stage 2' project be on track if $2.7m (or 80%) is being rephased to FY27?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Phillip Street Smart Street Stage 2 is on track for completion this FY (pending external approvals from Endeavour Energy). The majority of works are complete with some minor works outstanding, including the design and construction of a raised pedestrian crossing, installation of CCTV, fibre and smart elements, and decommissioning of Endeavour Energy poles. The Q1 budget incorporated an incorrect rollover allocation, this was corrected at Q2. The Q2 budget adjustments accurately reflect the remaining works.

15. How can the 'BNP 2024 Waratah Shops upgrade' be on track if $400k (or 42%) is being rephased to FY27 and it's a 2024 project?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

There has been a minor delay to this project. This is related to the expansion of the stage 1 scope to include the public domain works (as well as lighting and CCTV) following the allocation of the Development Contributions funding. In order to ensure the full budget was accounted for at all times, the Development Contributions were allocated at Q1 and then rephased at Q2 when the FY27 budget opened.

16. Why is the Fennell St Car Park Redevelopment only being added to the Q2 QBRS when $250k was approved in May 2025? Why have the costs increased for this project to $474k?

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The $250k was included in the Q1 QBRS as operational expenses. Based on the scope of work, we have identified these costs as capital in nature, therefore have classified as capital expenses in Q2 QBRS

Increase in costs:
In the Q1 QBRS, costs did not account for makegood or site preparation work, since these were initially to be covered by Transport for NSW. However, it was later decided that the Council would complete the makegood work and then invoice TfNSW for their share of the expenses. The amount recoverable from TfNSW has now been included as capital contribution revenue in the Q2 QBRS.

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17. How can the 'WICR1040 Strengthening the Heart of Play' project be on track if $1.7m (or 80%) is being rephased to FY27?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

The project remains on track in line with the Western Sydney Infrastructure Grant funding deed. The initial budget phasing ensured that the full budget was accounted for in the financial system. The budget has now been reforecast to accurately reflect the project delivery schedule.

18. Why has the WILGA211 Active Youth are Healthy Youth project been delayed?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

The WILGA211 Active Youth are Healthy Youth project was delayed as construction could not commence until a final site was endorsed, which has now been completed. At the time of funding approval, no site had been confirmed, requiring further assessment and engagement to inform the concept plan. Community consultation will commence once the concept plan has been agreed. These steps were necessary to ensure the project meets community needs and funding requirements prior to progressing to construction.

19. Where is the increase in costs of the Hunts Creek Culvert project being funded from?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

General Revenue

Councillor Darley submitted a question in relation to **NOM26-6 Light Up for Rare Diseases Day and PHIVE Calendar of Lighting**.

- Is it possible to light up PHIVE for Mardi Gras in the days leading up to 28th February?

EXECUTIVE DIRECTOR COMMUNITY & CULTURE AND CITY ENGAGEMENT & EXPERIENCE RESPONSE:

PHIVE can be lit up commencing Tuesday 24 February to Friday 27 February to recognise Mardi Gras and lit on Saturday 28 February to recognise Rare Disease Day.

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Councillor Darley submitted two (2) questions in relation to **QWN26-10 Missing Kerb Ramps**.

1. How many footpaths is Council aware of (given a full audit is yet to be done) that end at intersections/ cross roads without a ramp to the kerb?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

At present, Council does not hold a verified or consolidated count of footpaths that terminate at intersections or crossroads without a kerb ramp.

Council undertakes formal footpath condition assessments on a 4 yearly cycle to inform long term asset management, renewal and upgrade planning. The most recent assessment (2025) focused on overall asset condition and structural performance and did not include a specific attribute recording the presence or absence of kerb ramps at intersections or crossroads. As such, the outcomes of that assessment cannot be used to retrospectively determine an accurate LGA wide number.

While Council officers may be aware of isolated locations identified through service requests, project scoping or site inspections, these instances are not captured within a consistent LGA-wide dataset and therefore cannot be reliably aggregated or reported as a total figure.

Council intends to incorporate consideration of kerb ramp presence into future scheduled condition assessments, including the next 4-yearly review, to enable more comprehensive and consistent reporting over time.

2. Given that a full audit hasn't been completed, will this work now be included in the refreshed Disability Inclusion Action Plan?

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

The Draft Disability Inclusion Action Plan has been finalised in order to advance a Council report on its public exhibition. In the drafting of that document, work regarding kerb ramps has been considered as a business as usual item managed by the relevant service area. Inclusion of an action related to this can be worked on by that service area for noting within the public exhibition and final incorporation into the document at the completion of the public exhibition.

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PROCEDURAL MOTION
MOVE INTO CLOSED SESSION

Note: Prior to moving into Closed Session, the Lord Mayor invited members of the public gallery to make representations as to why any item had been included in Closed Session. No member of the gallery wished to make representations.

RESOLVED: Councillor Ellard and Councillor Darley

That at this time of the meeting, being 9.52pm, the Chair advised that the meeting would move into Closed Confidential Session to allow consideration of matters in Closed Session in accordance with Section 10A of the Local Government Act 1993.

Accordingly, members of the press and public were excluded from the closed session and access to the correspondence and reports relating to the items considered during the course of the Closed Session will be withheld. This action was taken to discuss:

- **CON26-2 Payment of Legal Fees**
  This report is confidential in accordance with section 10A (2) (g) of the Local Government Act 1993 as the report contains advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.
  That in accordance with Section 10D it is considered that if the matter were discussed in an open Council Meeting, it would on balance, be contrary to the public interest as its advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

- **CON26-3 ITT 370 External Legal Panel Tender**
  This report is confidential in accordance with section 10A (2) © of the Local Government Act 1993 as the report contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

  That in accordance with Section 10D it is considered that if the matter were discussed in an open Council Meeting, it would on balance, be contrary to the public interest as its information that would if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

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Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Council moved into Closed Session at 9.53pm.

15 CLOSED SESSION

CON26-2 **Payment of Legal Fees**
(Report by the Principal Solicitor)

RECOMMENDATION: Councillor Dr Prociv and Councillor Pillamarri

(a) That Council approve payment for the Counsel costs of former Lord Mayor Councillor Mr Wilson as listed in the confidential report.

(b) That prior to Council making any further payment that Council staff review the solicitor invoices in line with the Councillor Expenses and Facilities policy and report the outcomes back to Council.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Councillor Dr French left the meeting at 10.03pm and did not return.

CON26-3 **ITT 370 External Legal Panel Tender**
(Report by the Governance and Procurement Manager)

Councillor French disclosed a Pecuniary interest.

RECOMMENDATION: Councillor Pandey and Councillor Dr Prociv

That Council:

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(a) Accept the tenders listed in Table 2 and establish an External Legal Panel at the proposed rates for an initial term of three (3) years, with two (2) optional one (1)-year extensions;

(b) Notify all unsuccessful tenderers of Council's decision; and

(c) Delegate to the Chief Executive Officer authority to finalise and execute all documents necessary to give effect to this resolution.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Question Taken on Notice (Councillor Pandey) regarding Item CON26-3 ITT 370 External Legal Panel Tender

PROCEDURAL MOTION
RETURN TO OPEN SESSION

RESOLVED: Councillor Ellard and Councillor Valjak

That Council return to Open Session, the time being 10.33pm.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

Note: Council returned to Open Session at 10.33pm.

17 CONSIDERATION OF RECOMMENDATIONS FROM CLOSED SESSION

RESOLVED: Councillor Ellard and Councillor Pillamarri

UNCONFIRMED

That the recommendations in relation to the following items:

- **CON26-2 Payment of Legal Fees**
- **CON26-3 ITT 370 External Legal Panel Tender**

be received and noted as resolutions of Council without any alteration and amendments thereto.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

CON26-2 Payment of Legal Fees
(Report by the Principal Solicitor)

RESOLVED: Councillor Ellard and Councillor Pillamarri

(a) That Council approve payment for the Counsel costs of former Lord Mayor Councillor Mr Wilson as listed in the confidential report.

(b) That prior to Council making any further payment that Council staff review the solicitor invoices in line with the Councillor Expenses and Facilities policy and report the outcomes back to Council.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

CON26-3 ITT 370 External Legal Panel Tender
(Report by the Governance and Procurement Manager)

UNCONFIRMED

RESOLVED: Councillor Ellard and Councillor Pillamarri

That Council:

(a) Accept the tenders listed in Table 2 and establish an External Legal Panel at the proposed rates for an initial term of three (3) years, with two (2) optional one (1)-year extensions;

(b) Notify all unsuccessful tenderers of Council's decision; and

(c) Delegate to the Chief Executive Officer authority to finalise and execute all documents necessary to give effect to this resolution.

Record of Voting:

For the Motion: Lord Mayor, Councillor Zaiter, Deputy Lord Mayor Councillor Chen, Councillor Darley, Councillor Ellard, Councillor Dr French, Councillor Dr Greenwood, Councillor MacLean, Councillor Pandey, Councillor Pillamarri, Councillor Dr Prociv and Councillor Valjak (Unanimous)

CONCLUSION OF MEETING

The meeting closed at 10:35pm.

This page and the preceding 40 pages are the Minutes of the Ordinary Council Meeting held on 23 February 2026 and will be confirmed at the next Ordinary Council Meeting scheduled for 9 March 2026.

UNCONFIRMED

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Signature of the Chairperson

MINUTES OF THE LORD MAYOR

SUBJECT	LMM26-9 Lancer Barracks: Establishing Council's Advocacy Position for Future Public Benefit Outcomes
MINUTE OF	Councillor Martin Zaiter

PURPOSE: To establish Council's advocacy position regarding the future of the Lancer Barracks site in Parramatta CBD. This Minute defines the high-level public benefit outcomes Council seeks to secure and requests to initiate early engagement with key stakeholders ahead of any potential divestment or redevelopment process.

RECOMMENDATION:

(a) That Council notes the strategic significance of the Lancer Barracks site and its potential future transition.

(b) That Council acknowledges the heritage significance of the site and its museum collection.

(c) That Council endorses the advocacy position outlined in this Minute to secure public benefit outcomes.

(d) That Council requests the Chief Executive Officer to commence preliminary investigation and stakeholder engagement to strengthen Council's advocacy.

(e) That Council authorises the Lord Mayor to write to the Commonwealth Government and relevant State agencies seeking early engagement and collaboration regarding the site's future.

BACKGROUND

1. Lancer Barracks is a 1.23-hectare Commonwealth Department of Defence site located at 2 Smith Street, Parramatta CBD. It sits adjacent to Parramatta Square, the Parramatta heavy rail station and Western Sydney University campuses. The site contains open space and low-rise buildings. Limited public access is provided through controlled open days and appointments to visit the 1st/15th Royal NSW Lancers Memorial Museum Collection.

2. Recent public reporting indicates the Department of Defence is considering divestment and/or alternative uses for certain landholdings, including Lancer Barracks. Should this proceed, the future of the site will have significant implications for Parramatta's public realm, heritage protection, connectivity and community infrastructure capacity.

1.

3. Parramatta CBD is a major metropolitan centre supporting employment, education, health, housing, culture and entertainment across Greater Sydney. To sustain this role, the city centre must be supported by:

    a. Accessible open space and civic infrastructure
    b. Strong protection and interpretation of heritage
    c. High-quality public domain outcomes
    d. Improved pedestrian connectivity
    e. Integrated precinct planning
    f. Development that enhances sustainability, liveability and inclusion

4. Lancer Barracks is one of the few remaining centrally-located sites capable of contributing meaningfully to these outcomes. Establishing a clear advocacy position now ensures Council is prepared to engage constructively as decision-making around this site progresses.

2.

Key Considerations

3.

5. **Heritage:** The site has significant heritage value primarily focused on its military uses, including the group of residential buildings and the 1st/15th Royal NSW Lancers Memorial Museum Collection (which are separately listed). Any future transition must protect and sensitively interpret the site's history.

4.

6. **Planning Context:** As part of the Parramatta CBD Planning Proposal, Council anticipated potential long-term transition of the site. A sun access plane applies to protect amenity should the site become more publicly accessible in future.

7. **Community Infrastructure and Open Space:** Council's Community Infrastructure Strategy identifies that population growth in the CBD is outpacing delivery of facilities and open space with workers and visitors creating additional demand. Existing provision of meaningful green space is below recommended benchmarks, and opportunities to create new public open space at scale in the CBD are extremely limited. Lancer Barracks represents a rare opportunity to address part of this deficit and support long-term liveability in the city centre.

8. **Precinct Integration:** The site's central location presents a clear opportunity for coordinated precinct planning. Its proximity to Parramatta Square, major transport infrastructure (including bus layover facilities) and adjoining education sites (Western Sydney University, Parramatta Public School) creates potential to improve pedestrian connectivity and explore shared and/or expanded public domain outcomes. A strategic, integrated approach could maximise public benefit and support long-term city-shaping outcomes for the CBD.

Council's Advocacy Position

9. Council's priority is to clearly articulate the public outcomes that should guide any future decision-making for the site. Council's advocacy will be guided by the following principles:
    5.
    a. Heritage-sensitive adaptive reuse that protects and interprets the site's history.
    b. Maximising meaningful, publicly-accessible open space within the CBD.
    c. Cultural, civic and/or community uses aligned with Parramatta's metropolitan role.
    d. Improved pedestrian connections through and across the precinct.
    e. High-quality public domain outcomes, including landscaping, shade and inclusive design.
    f. A partnership-led planning process involving the Commonwealth Government, relevant State agencies, Council, institutions and the community.

Next Steps

10. Establishing a clear advocacy position enables Council to engage early, transparently and constructively with relevant stakeholders. Council will commence preliminary discussions with key partners to strengthen shared advocacy and ensure the interests of the Parramatta community are clearly represented. This will position Council to contribute to collaborative planning and maximise public benefit as decisions about the future of Lancer Barracks proceed.

FINANCIAL IMPLICATION FOR COUNCIL

11. There are no further financial implications for Council arising as a result of this Lord Mayoral Minute.

Councillor Martin Zaiter
Lord Mayor

ATTACHMENTS:
Nil

PETITIONS

Nil

RESCISSION MOTIONS

Nil

REPORTS TO COUNCIL

REPORT NAME OCM26-26 Unconfirmed Minutes of the Cultural Advisory Panel Meeting held on 10 February 2026

REPORT OF Business Support Specialist

RECOMMENDATION:
That the Unconfirmed Minutes of the Cultural Advisory Panel Meeting held on 10 February 2026 be noted by Council.

Marina Cavar
Coordinator Secretariat Services

Heidi Wenham
Acting Group Manager Office of the Lord Mayor and CEO

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

1. 2026.02.10 - 10 February 2026 - Cultural Advisory Panel - Unconfirmed Minutes [**12.1.1** - 6 pages]

CITY OF PARRAMATTA

MINUTES

Cultural Advisory Panel Meeting

Tuesday 10 February 2026
6:00 pm

Level 4 - Civic Reception
PHIVE
5 Parramatta Square, Parramatta

UNCONFIRMED

PRESENT – PANEL MEMBERS

Councillor Dr Hayley French (Chairperson), Dr Judy Greenwood (Ex-Officio Member), Rebekah Robertson (Online), Dario Phillips, Geirthana Nandakumaran (Online), Martin Davison and Augusta Supple.

ABSENT – PANEL MEMBERS

Nil

PRESENT – STAFF

Business Support Specialist - Leah Senkowski, ICT Service Desk Officer - Mark Vargas, City Culture Manager - Sophia Kouyoumdjian, City Futures Manager - Sarah Baker, Group Manager Community Hubs & Parramatta Square - Christopher Snelling, Cultural Strategy & Creative Economy Manager - Carla Theunissen, Neighbourhood Improvement Coordinator - Lily Wang, Business Liaison Officer - Miguel Asuncion and Group Manager Integrated Grants and Projects – Beth Andean.

PRESENT – EXTERNALS

Nil

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1 OPENING

The Chairperson, Councillor Dr French, declared the meeting open at 6:05pm.

2 ACKNOWLEDGEMENT OF COUNTRY

The Chairperson acknowledged the Burramattagal people of The Dharug Nation as the traditional owners of this land, and paid respect to their ancient culture and to their elders past, present and emerging.

Note: At 6:06pm, Councillor Dr French conducted a short introduction of herself to the panel.

3 MEETING ATTENDANCE AND APOLOGIES

OUTCOME:

That the apology on behalf of Panel Members, Yuko Ishigaya, Neel Banerjee and Deputy Chairperson, Councillor Dr Patricia Prociv be accepted and a leave of absence be granted.

4 REQUEST FOR REMOTE ATTENDANCE (AUDIO-VISUAL LINK)

OUTCOME:

That Panel Members Rebekah Robertson and Geirthana Nandakumaran be permitted to attend this meeting via audio-visual link.

5 DISCLOSURES OF INTERESTS

There were no disclosures of interest tabled at the meeting.

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6 CONFIRMATION OF MINUTES

CAP26-1 **Minutes of the Cultural Advisory Panel Meeting held on 7 October 2025**
(Report by the Business Support Specialist)

OUTCOME:

That the minutes of the Cultural Advisory Panel Meeting held on Tuesday 7 October 2025 be adopted as a true record of the Meeting.

7 MATTERS FOR DISCUSSION (OFFICER REPORTS)

CAP26-2 **Parramatta 2050 Measurement and Evaluation Framework - Draft Cultural Metrics**
(Report by the City Futures Manager)

OUTCOME:

The Panel received and noted the draft metrics circulated as part of this report and provided feedback to Council officers.

Note: At 6:08pm, Staff Member Sarah Baker presented item **CAP26-2** to the Panel. A hard copy of the supporting document was supplied and is ON FILE.

CAP26-3 **Strategies to Increase Utilisation of Community Facilities**
(Report by the Group Manager Community Hubs & Parramatta Square)

OUTCOME:

(a) The report was received and noted.

(b) The Cultural Advisory Panel provided feedback on the draft recommendations presented for discussion.

Note: Staff Member, Sarah Baker, left the meeting at 6:46pm and did not return.

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Note: Staff Member, Christopher Snelling, left the meeting at 7:13pm and did not return.

CAP26-4 **Ready Set Activate - Enabling More Street Activities**
(Report by the Neighbourhood Improvement Coordinator)

OUTCOME:

That the Cultural Advisory Panel note the Ready Set Activate Program.

8 STATUS UPDATE

There are no reports listed on this agenda item.

9 EMERGING TRENDS, RECENT DEVELOPMENTS AND POTENTIAL FUNDING/ PARTNERSHIP OPPORTUNITIES

There are no reports listed on this agenda item.

Note: Chairperson Councillor Dr French encouraged the Panel Members to bring to future meetings any opportunities they become aware of.

10 GENERAL BUSINESS

Convenor, Sophia Kouyoumdjian advised the Panel that the Cultural Grants Round is currently open and closes to applications on 10 March 2026. Further information can be found on Council's website.

Panel Member, Augusta Supple noted, in relation to item 9 on the agenda, her current work with other Western Sydney Partners to progress the UNESCO City of Literature bid and highlighted the momentum building around the initiative.

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11 CONCLUSION OF MEETING

The meeting closed at 7:50pm.

This page and the preceding 5 pages are the Minutes of the Cultural Advisory Panel Meeting held on 10 February 2026 and will be reported to next Ordinary Council Meeting for notation. The above minutes will be confirmed at the next subsequent meeting of the Cultural Advisory Panel.

Signature of the Chairperson

UNCONFIRMED

REPORT NAME	OCM26-27 Unconfirmed Minutes of the Environmental Sustainability Advisory Panel Meeting held on 11 February 2026
REPORT OF	Business Support Specialist

RECOMMENDATION:
That the Unconfirmed Minutes of the Environmental Sustainability Advisory Panel Meeting held on 11 February 2026 be noted by Council.

Marina Cavar
Coordinator Secretariat Services

Heidi Wenham
Acting Group Manager Office of the Lord Mayor and CEO

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

1. 2026.02.11 - 11 February 2026 - Environmental Sustainability Advisory Panel - Unconfirmed Minutes [**12.2.1** - 6 pages]

CITY OF PARRAMATTA

MINUTES

Environmental Sustainability Advisory Panel Meeting

Wednesday 11 February 2026
6:00 pm

Level 4 - Civic Reception
PHIVE
5 Parramatta Square, Parramatta

UNCONFIRMED

PRESENT – PANEL MEMBERS

Councillor Kellie Darley (Chairperson), Councillor Dr Judy Greenwood (Deputy Chairperson), Greg Meyer, Reuben Schwarz, Allan Shi, Tara Seuberlich, Winton Evers and Jennifer O'Meara.

ABSENT – PANEL MEMBERS

Nil

PRESENT – STAFF

Business Support Specialist - Leah Senkowski, ICT Service Desk Officer - Ankit Pokharel, Group Manager Environment & Sustainability - Anthony Collins, Group Manager City Strategic Planning - Robert Cologna and Group Manager Waste & Cleansing - Andrew Ho

PRESENT – EXTERNALS

Nil

UNCONFIRMED

1 OPENING

The Chairperson, Councillor Darley, declared the meeting open at 6:01pm.

2 ACKNOWLEDGEMENT OF COUNTRY

The Chairperson acknowledged the Burramattagal people of The Dharug Nation as the traditional owners of this land, and paid respect to their ancient culture and to their elders past, present and emerging.

Note: Chairperson, Councillor Darley welcomed the Panel back for 2026 and a short discussion between the Panel was conducted.

Note: Panel Member, Jennifer O'Meara joined the meeting at 6:07pm.

3 MEETING ATTENDANCE AND APOLOGIES

There were no apologies or requests for leave of absence tabled at the meeting.

4 REQUEST FOR REMOTE ATTENDANCE (AUDIO-VISUAL LINK)

There were no requests for attendance via audio-visual link.

5 DISCLOSURES OF INTERESTS

There were no disclosures of interest tabled at the meeting.

UNCONFIRMED

6 CONFIRMATION OF MINUTES

ESP26-1 **Minutes of the Environmental Sustainability Advisory Panel Meeting held on 4 November 2025**
(Report by the Business Support Specialist)

OUTCOME:

That the minutes of the Environmental Sustainability Advisory Panel Meeting held on Tuesday 4 November 2025 be adopted as a true record of the Meeting.

Note: Panel Member, Allan Shi advised Secretariat staff of a minor error in the 4 November 2025 Minutes **(ESP26-1).** Secretariat staff have adjusted the Minutes to reflect the editorial change.

7 MATTERS FOR DISCUSSION (OFFICER REPORTS)

ESP26-2 **Parramatta 2050 Measurement and Evaluation Framework - Draft Environmental Sustainability Metrics**
(Report by the City Futures Manager)

OUTCOME:

The Panel received and noted the draft metrics circulated as part of this report and provided feedback to Council officers.

Note: Staff Member, Robert Cologna presented item **ESP26-2** to the panel. A hard copy of supporting documentation was provided, and a copy is ON FILE.

Note: Due to time constraints, Chairperson Councillor Darley and Council Staff Officers, determined to speak to item **ESP26-4**, prior to **ESP26-3.**

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ESP26-4 **Draft Waste and Circular Economy Strategy 2026-2036**
(Report by the Group Manager Environment & Sustainability)

OUTCOME:

(a) The Environmental Advisory Panel (EAP) received and noted the draft Waste & Circular Economy Strategy.

(b) That members of the EAP be invited to provide feedback during the public exhibition period that will be subject to the endorsement of Council.

ESP26-3 **Tree Canopy Action Plan Update**
(Report by the Project Team Lead)

OUTCOME:

(a) The Advisory Panel noted the project background and work done to date.

(b) The Advisory Panel provided input on key actions to Council officers.

Note: Due to time constraints, Chairperson Councillor Darley requested that item **ESP26-3** be included on the agenda for discussion of the next Environmental Sustainability Advisory Panel.

8 STATUS UPDATE

There are no reports listed on this agenda item.

Note: Convenor, Anthony Collins advised the Panel that Council Staff have engaged with a consultant surrounding City of Parramatta's Climate Risk and Adaptation Plan. Council staff to meet with the consultant in the coming weeks.

9 EMERGING TRENDS, RECENT DEVELOPMENTS AND POTENTIAL FUNDING/ PARTNERSHIP OPPORTUNITIES

There are no reports listed on this agenda item.

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10 GENERAL BUSINESS

Panel Members Reuben Schwarz and Winton Evers noted to the panel, two events they are leading at PHIVE, in March 2025. Flyers were provided to Secretariat Staff to distribute to the Panel via email.

11 CONCLUSION OF MEETING

The meeting closed at 8:14pm.

This page and the preceding 5 pages are the Minutes of the Environmental Sustainability Advisory Panel Meeting held on 11 February 2026 and will be reported to next Ordinary Council Meeting for notation. The above minutes will be confirmed at the next subsequent meeting of the Environmental Sustainability Advisory Panel.

UNCONFIRMED

Signature of the Chairperson

REPORT NAME OCM26-28 Changes to Adopted Council Meeting Calendar 2026 (Anzac Day)

REPORT OF Coordinator Secretariat Services

PURPOSE:

To seek Council's consideration of an amendment to the endorsed Council Meeting Calendar 2026, following the NSW Government's announcement of an additional Anzac Day public holiday. NSW Premier Chris Minns has confirmed that Monday, 27 April 2026 will be observed as an extra public holiday, as part of a trial responding to Anzac Day falling on a weekend. As this date coincides with the currently scheduled Ordinary Council Meeting, it is proposed that the meeting be rescheduled to Tuesday, 28 April 2026.

RECOMMENDATION:

That Council endorse changing the date of the Ordinary Council Meeting, which is currently scheduled on Monday, 27 April 2026, to Tuesday, 28 April 2026.

BACKGROUND

1. On 15 February 2026, the NSW Premier, Chris Minns, announced that the State Government would introduce an additional Anzac Day public holiday in years where Anzac Day falls on a weekend. This initiative forms part of a two-year trial intended to recognise the significance of Anzac Day and ensure workers are able to meaningfully observe the commemoration.
2. Following the announcement, the NSW Government confirmed that Monday, 27 April 2026 will be declared a public holiday, as Anzac Day falls on Saturday, 25 April 2026. This public holiday coincides with the date of Council's next scheduled Ordinary Meeting, currently set for Monday, 27 April 2026 under the endorsed Council Meeting Calendar 2026.
3. To avoid holding a Council Meeting on a public holiday, an alternative meeting date is required.

ISSUES/OPTIONS/CONSEQUENCES

4. The newly declared Anzac Day public holiday on Monday, 27 April 2026 creates a direct conflict with Council's scheduled Ordinary Meeting. Proceeding with a meeting on a public holiday is not operationally practical and would likely limit community attendance, staff availability, and access to Council facilities.

5. It is proposed to reschedule the meeting on Monday 27 April 2026 to Tuesday, 28 April 2026, which maintains the intended meeting cycle and minimises disruption.
6. Councillors are required to submit all questions relating to Council reports by 9am Tuesday 28 April 2026.

CONSULTATION & TIMING

7. Council staff has discussed the proposal to reschedule the 27 April 2026 Ordinary Council Meeting with the Acting Chief Executive Officer.

LEGAL IMPLICATIONS FOR COUNCIL

8. There are no legal implications for Council associated with this report.

FINANCIAL IMPLICATIONS FOR COUNCIL

9. If Council resolves to the above changes, there will be no unbudgeted financial implications for Council's budget.

Marina Cavar
Coordinator Secretariat Services

Heidi Wenham
Acting Group Manager Office of the Lord Mayor and CEO

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

REPORT NAME OCM26-29 Adoption of Code of Meeting Practice 2026

REPORT OF Coordinator Secretariat Services

PURPOSE:

To seek Council's adoption of the Code of Meeting Practice 2026 (Policy 291).

RECOMMENDATION:

(a) That Council adopt the Code of Meeting Practice 2026 as attached to this report.

(b) That Council authorises the Chief Executive Officer to make any necessary editorial changes to the Code of Meeting Practice to give effect to Council's resolution.

BACKGROUND

1. On 8 December 2025, Council resolved to place Council's draft Code of Meeting Practice on public exhibition.

2. The draft Code of Meeting Practice was placed on public exhibition from 15 December 2025 to 13 February 2026. Submissions were invited from members of the public by contacting Council directly or by using Council's Participate Parramatta Portal. Printed copies of exhibition materials were also made available for viewing at Council's library branches and Customer Service Centre.

ISSUES/OPTIONS/CONSEQUENCES

3. In total the Participate Parramatta page for the Code of Meeting Practice received 286 views. Three (3) submissions were received for the public exhibition and one (1) verbal Councillor submission as summarised in the table below:

Submission Number	Submission Comment	Staff Response
1	Council should re-consider Section 4.8, which limits participants to speaking on one item of business only.	To foster community engagement and input, it is suggested to agree to amend this clause

	This unreasonably limits participation in council business, where there are a range of diverse topics and issues being discussed. It is not unreasonable for an individual to have strong opinions on more than one issue, and this rule only seeks to stifle and limit the involvement of members of the public, rather than allowing for genuine involvement in council matters. The only limitation that should be applied is that each speech should only address the current item on the agenda and not return to previous items of discussion.	(Section 4.8) to allow speakers to speak on multiple items subject to overall number of requests (limit 5) to speak and with approval.
2	Residential parking forms and approval completed xero.xls	This submission is not in relation to Council's Draft Code of Meeting Practice.
3	Yes, I support having a Code of Conduct in place. A clear and well enforced Code of Conduct is essential to ensuring respectful behaviour, transparent decision making, and accountability to the community. It sets expectations for how councillors engage with one another, with staff, and with ratepayers, and it helps maintain public confidence in local government. However, a Code of Conduct is only meaningful if it is applied consistently, fairly, and in a manner that genuinely upholds integrity and openness. The effectiveness of the Code depends not just on its wording, but on how it is interpreted and enforced in practice.	This submission is in support of the Draft Code of Meeting Practice.

	For these reasons, I support the existence and intent of the Code of Conduct, while also emphasising the importance of consistent and principled application.	
4	Public Forum (4.2) commencement time to be amended from 6.00pm to 6.15pm.	Public Forum will be held in the Council Chambers at 6.15pm on the same day as the scheduled Ordinary Council Meeting or Extraordinary Council Meeting, except in extraordinary circumstances with the CEO approval.

CONSULTATION & TIMING

Stakeholder Consultation

4. The following stakeholder consultation has been undertaken in relation to this matter:

Date	Stakeholder	Stakeholder Comment	Council Officer Response	Responsibility
15 December 2025 – 13 February 2026	Public Exhibition	Four submissions received during public exhibition period. Council.	Noted and addressed as per paragraph 3.	Secretariat

Councillor Consultation

5. Councillor briefings were provided in relation to this matter and Council's consideration of an ongoing Council and Committee meeting structure on the 29 September 2025 and 20 October 2025.

LEGAL IMPLICATIONS FOR COUNCIL

6. The Office of Local Government (OLG) formally prescribed the 2025 Model Meeting Code on 29 August 2025. All councils were required to adopt a Code that incorporates the mandatory provisions of the 2025 Model Meeting Code by no later than 31 December 2025.

7. The Regulation provided transitional arrangements to ensure compliance. Specifically, if a council had not adopted a Code of Meeting Practice incorporating the mandatory provisions of the 2025 Model Meeting Code by 31 December 2025, then from 1 January 2026, any provision of the Council's existing Code that is inconsistent with a mandatory provision of the 2025 Model Meeting Code had to be automatically overridden by the relevant mandatory provision.
8. If Council resolves to approve this report in accordance with the proposed resolution, Council will be compliant with the mandatory provisions of OLG's 2025 Model Meeting Code.

FINANCIAL IMPLICATIONS FOR COUNCIL

9. If Council resolves to approve this report in accordance with the proposed resolution, there are no unbudgeted financial implications for Council's budget.

Marina Cavar
Coordinator Secretariat Services

Heidi Wenham
Acting Group Manager Office of the Lord Mayor and CEO

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

{custom-field-confidential-reason-attachment-do-not-remove}

1. Code of Meeting Practice (with mark ups) (March 2026) [**12.4.1** - 59 pages]
2. Code of Meeting Practice (final) (March 2026) [**12.4.2** - 59 pages]

CITY OF PARRAMATTA

Code of Meeting Practice

(with Mark Ups)

March 2026

cityofparramatta.nsw.gov.au

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REVISION HISTORY

Version	Date	Change	Reference
1	23 October 2006	Update	Minute No. 8791
2	24 September 2007	Update	Minute No. 9464
3	25 February 2008	Update	
4	7 October 2008	Update	Minute No. 10198
5	28 June 2010	Update	Minute No. 11571
6	26 July 2010	Update	Minute No. 11636
7	27 June 2011	Update	Minute No. 12453
8	25 August 2014	Update	
9	23 May 2016	Update in line with Proclamation	
10	28 November 2016	Update	Minute No. 339
11	13 November 2017	Amendment to Part 2, Clause 10(4)	Minute No. 884
12	11 December 2017	Amendment to Part 2, Clause 22 (1-2) and internal timings	
13	April 2019	Draft document for exhibition in line with changes to Model Code of Meeting Practice	
14	11 June 2019	Adoption of the 2019 City of Parramatta Code of Meeting Practice	
15	27 June 2022	Draft document for exhibition in line with changes to Model Code of Meeting Practice	Minute No. 3857
16	26 August 2024	Update	Minute No. 4846
17	14 July 2025	Post 2024 Local Government Election Adoption of Code of Meeting Practice	OCM25-19
18	8 December 2025	Draft document for public exhibition in line with changes to the 2025 Model Code of Meeting Practice	OCM25-47
19	9 March 2026	Adoption of Code of Meeting Practice	OCM26-29

1 INTRODUCTION

The City of Parramatta Code of Meeting Practice (2025/2026) is based on the Model Code of Meeting Practice for Local Councils in NSW. The Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is prescribed under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2021* (the Regulation).

This Code of Meeting Practice (2025/2026) applies to all meetings of Council and Committees of Council of which all the members are Councillors ('Committees of Council'). Council Committees whose members include persons other than Councillors may adopt their own rules for meetings unless the Council determines otherwise.

Councils must adopt a Code of Meeting Practice that incorporates the mandatory provisions of the Model Meeting Code.

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 the 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.

2 MEETING PRINCIPLES

2.1 Council and Committee of Council 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.

Respectful: Councillors, staff and meeting attendees must treat each other with respect. Councillors and staff are also bound by the obligations in relation to meetings as set out in:

- Clauses 3.19 to 3.22 of Council's Code of Conduct for Councillors; and
- Clauses 3.15 to 3.17 of Council's Code of Conduct for Staff

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.

Council Decisions Prior to a Local Government Election (Caretaker Period)

2.2 The Council, Chief Executive Officer, or any other delegate of the Council must not exercise certain functions during a Caretaker Period.

2.3 The Caretaker Period means the period of four (4) weeks preceding the date of a Local Government Election.

Note: Clauses 2.2 and 2.3 reflect clause 393B of the Local Government (General) Regulation 2021 (the Regulations).

Council Decisions During Recess Period

2.4 Council meetings are held each month of the calendar year, except January, where no meetings are held. The period from the final meeting of the year to the first meeting of the new year is known as the Recess Period.

2.5 Council may, by resolution in December each year, delegate joint authority to the Lord Mayor and Chief Executive Officer all powers, duties and functions of the Council which cannot reasonable be deferred to the first Ordinary Meeting of Council following the Recess Period.

3 BEFORE THE MEETING

Timing of Ordinary Council Meetings

3.1 Ordinary Meetings of the Council will start **at 6.30pm and will be held on the second and fourth Monday of each month** (except for January, where no meetings are held).

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 Meetings

3.2 If the Lord Mayor receives a request in writing, signed by at least two (2) Councillors, the Lord 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 Lord Mayor can be one of the two (2) Councillors requesting the meeting.

Note: Clause 3.2 reflects section 366 of the Act.

3.3 The Lord 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 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 must 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 Chief Executive Officer 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. **City of Parramatta Councillors will receive the agenda of an Ordinary Council Meeting five (5) days prior to 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, unless the Council determines otherwise, 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. The Lord Mayor and the Chief Executive Officer will determine if the matter/s proposed to be considered are of emergency/urgency which cannot reasonably wait to the next Ordinary Council meeting.

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 **10.00am on the Wednesday two (2) weeks before the meeting is to be held**.

3.11 A Councillor may, in writing to the Chief Executive Officer, 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer must cause the agenda for a meeting of the Council or a Committee of Council to be prepared as soon as practicable before the meeting.

3.16 The Chief Executive Officer 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 Lord 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 Lord Mayor to put a Lord Mayoral Minute to a meeting without notice under clause 9.7.

3.18 The Chief Executive Officer 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 Chief Executive Officer, the business is, or the implementation of the business would be, unlawful. The Chief Executive Officer 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 Chief Executive Officer, is likely to take place when the meeting is closed to the public, the Chief Executive Officer 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 Chief Executive Officer must ensure that the details of any item of business which, in the opinion of the Chief Executive Officer, 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 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 Lord Mayor to put a Lord 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.

Councillor Questions on Matters Published in Business Paper

3.32 Nothing in clause 3.31 prevents a Councillor from requesting information from the Chief Executive Officer 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.

3.33 Where a Councillor seeks clarification on any matter contained in a published business paper, the Councillor ~~may~~ must submit their question(s) in writing to the Secretariat team at secretariat@cityofparramatta.nsw.gov.au for a response.

3.34 Questions from Councillors relating to matters contained in a published business paper must be lodged with the Secretariat no later than **9.00am on the Monday preceding the relevant meeting**.

3.35 The Chief Executive Officer will compile all questions received from Councillors regarding matters contained in a published business paper and provide a consolidated response in a supplementary business paper, to be circulated prior to the commencement of the relevant meeting.

4 PUBLIC FORUMS

4.1 Council will hold a Public Forum prior to each Ordinary Council Meeting and Extraordinary Council Meeting, for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting.

4.2 Public Forum will be held in the Council Chambers at **6.15pm** ~~**6.15pm**~~ **on the same day as the scheduled Ordinary Council Meeting or Extraordinary Council**. Except in extraordinary circumstances with CEO approval.

4.3 Public Forum does not form part of an Ordinary Council Meeting or Extraordinary Council Meeting. except in extraordinary circumstances with CEO approval.

4.4 Councillor attendance at Public Forum is not mandatory and there is no required quorum.

4.5 . Public Forums are to be chaired by the Lord Mayor or their Nominee.

4.6 To speak at a Public Forum, a person must first make an application to the Council via the approved application form. A verbatim (word for word) copy of the question, comment or statement to be read at the Public Forum must be lodged in writing with the name and contact details of the speaker **prior to 4.00pm two (2) calendar days prior to the scheduled meeting of Council** by either an email (secretariat@cityofparramatta.nsw.gov.au), presented to the Customer Contact Centre at 5 Parramatta Square Parramatta or online via Council's website. The application must identify the item of business on the agenda of the meeting of Council that the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item.

4.7 A person may only apply to speak on an item listed on the agenda of an Ordinary Council Meeting or Extraordinary Council Meeting.

4.8 A person may apply to speak on ~~onmore~~ more than one (1) item of business on the agenda of an Ordinary Council Meeting or Extraordinary Council subject to overall number of requests (limit 5). ~~subject to overall number of requests (limit 5)~~.

4.9 Legal representatives acting on behalf of others are not permitted to speak at a Public Forum unless they identify their status as a legal representative when applying to speak at the Public Forum.

4.10 Acceptance of Public Forum submissions will not be confirmed until after the deadline. Applicants will be contacted on the morning of the scheduled meeting and notified if their application to speak at the Public Forum has been approved or denied.

4.11 There is a maximum of one (1) speaker 'for' and one (1) speaker 'against' each item of business on the agenda of an Ordinary or Extraordinary meeting of the Council.

4.12 The provision of this Code requires the livestreaming of meetings and also applies to public forums. The recording of the Public Forum is to be made publicly available on council's website for a least 12 months after the meeting or for the balance of the council's term whichever is the longer period.

4.13 In total, Council will permit no more than five (5) speakers per Public Forum.

4.14 The Chief Executive Officer, or their delegate, may refuse an application to speak at a Public Forum.

4.15 Each approved Public Forum speaker will have a maximum of three (3) minutes to address the Public Forum. After two (2) minutes a warning bell will sound indicating they have one (1) minute remaining. After the allocated speaking time, the Chief Executive Officer or a nominated officer may provide a response or right of reply.

4.16 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the Chief Executive Officer, or their delegate, in consultation with the Lord Mayor, may 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 a fuller range of views on the relevant item of business.

4.17 The Chief Executive Officer, or their delegate, in consultation with the Lord Mayor will determine the order of speakers at the Public Forum.

4.18 Speakers participating in the Public Forum are required to present their question, comment, or statement exactly as it was submitted and formally approved. Any deviation or departure from the content of the approved submission is not permitted. If a speaker digresses to irrelevant matters, the Chairperson is to direct the speaker not to do so. If the speaker fails to observe a direction from the Chairperson the speaker will not be further heard.

4.19 Speakers participating in the Public Forum cannot ask questions of the Council, Lord Mayor, Councillors or Council staff.

4.~~19~~20 A Councillor (including the Chair) may, through the Chair ask questions of a ~~Speaker~~speaker following their address at the Public Forum. Questions put to a ~~Speaker~~speaker must be direct, succinct and without argument.

4.2~~1~~0 Where an address made at a Public Forum raises matters that require further consideration by Council staff, the Chief Executive Officer may recommend that the Council defer consideration of the matter pending the preparation of a further report on the matter.

4.2~~2~~1 Speakers participating in the Public Forum must comply with this Code and all other relevant Council codes, policies and procedures. Speaker must not engage in disorderly contact, publicly alleging breaches of the Council's Code of Conduct or making other potentially defamatory statements.

4.232 If the Chairperson considers that a speaker at a Public Forum has engaged in conduct of the type referred to in clause 4.202, the Chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate behaviour or comments. Where the speaker fails to comply with the Chairperson's request, the Chairperson may immediately require the person to stop speaking.

4.243 Clause 4.213 does not limit the ability of the Chairperson to deal with disorderly conduct by speakers at a Public Forum in accordance with the provisions of Part 15 of this Code.

4.254 Where a speaker engages in conduct of the type referred to in clause 4.202, the Chief Executive Officer or their delegate may refuse further applications from that person to speak at future Public Forums for such a period of time as the Chief Executive Officer or their delegate considers appropriate.

4.256 Councillors (including the Lord 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 conflicts of interest declarations made in respect to Public Forums and how the conflict of interest was managed by the Councillor who made the declaration.

4.267 The Chief Executive Officer will not accept any Public Forum submissions that clearly target political parties.

4.278 Public Forum speakers may provide their address to the Public Forum by audio-visual link. A request must be made to Council's Secretariat team (secretariat@cityofparramatta.nsw.gov.au) **before 3.00pm on the day of the Public Forum**.

4.289 Public Forums will be livestreamed.

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 Chief Executive Officer.

5.12 The Chief Executive Officer 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 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 Lord Mayor may, in consultation with the Chief Executive Officer 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 Lord 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 Lord Mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The Lord 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 Lord Mayor must make a determination under this clause in consultation with the Chief Executive Officer and, as far as is practicable, with each Councillor.

5.16 Where the Lord Mayor determines under clause 5.15 that a meeting is to be held by audio-visual link, the Chief Executive Officer 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 Chief Executive Officer 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 Lord 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 Chief Executive Officer 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: If adopted, clauses 5.33 and 5.34 confer a standing authorisation on all Chairpersons of meetings of the Council and Committees of the Council to expel persons from meetings. If adopted, clause 5.33 authorises Chairpersons to expel any person, including a Councillor, from a council or committee meeting. Alternatively, if adopted, clause 5.34 authorises Chairpersons to expel persons other than Councillors 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 seven (7) years 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 Chief Executive Officer and other staff at meetings

5.41 The Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer or the terms of employment of the Chief Executive Officer.

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 Chief Executive Officer in consultation with the Lord Mayor.

5.45 The Chief Executive Officer and other Council staff may attend meetings of the Council and Committees of Council by audio-visual link. Attendance by Council staff at meetings by audio-visual link (other than as members of the public) shall be with the approval of the Chief Executive Officer in consultation with the Lord Mayor.

6 THE CHAIRPERSON

The Chairperson at meetings

6.1 The Lord Mayor, or at the request of or in the absence of the Lord Mayor, the Deputy Lord Mayor (if any) presides at meetings of the Council.

Note: Clause 6.1 reflects section 369(1) of the Act.

6.2 If the Lord Mayor and the Deputy Lord 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 Lord Mayor and Deputy Lord 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 Chief Executive Officer or, in their absence, an employee of the Council designated by the Chief Executive Officer to conduct the election, or

(b) by the person who called the meeting or a person acting on their behalf if neither the Chief Executive Officer nor a designated employee is present at the meeting, or if there is no Chief Executive Officer 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 Lord Mayor enters the chamber and when addressing the meeting.

7.2 If the Chairperson is the Lord Mayor, they are to be addressed as ‘Mr Lord Mayor’, ‘Madam Lord Mayor’ or ‘Lord Mayor’.

7.3 If the Chairperson is the Deputy Lord Mayor, they are to be addressed as ‘Mr Deputy Lord Mayor’, or ‘Madam Deputy Lord Mayor’ or ‘Deputy Lord Mayor’.

7.4 Where the Chairperson is not the Lord Mayor or Deputy Lord 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 AND EXTRAORDINARY COUNCIL MEETINGS

8.1 The general order of business for an **Ordinary Council Meeting** shall be:

01 Opening of Meeting
02 Acknowledgement of the Traditional Owners of Land
03 Webcasting Announcement
04 General Recording of Meeting Announcement
05 Apologies and Applications for Leave of Absence
06 Applications for Attendance by Audi-Visual Link
07 Disclosures of Interest
08 Confirmation of Minutes
09 Minutes of the Lord Mayor
10 Petitions
11 Rescission Motions
12 Reports to Council
13 Notices of Motion
14 Questions Reports
   a. Questions with Notice
   b. Questions Taken on Notice
   c. Councillor Questions on Matters Published in the Business Paper
15 Closed Session
16 Consideration of Recommendations from Closed Session
17 Conclusion of Meeting

8.2 The general order of business for an **Extraordinary Council Meeting** shall be:

01 Opening of Meeting
02 Acknowledgement of the Traditional Owners of Land
03 Webcasting Announcement
04 General Recording of Meeting Announcement
05 Apologies and Applications for Leave of Absence
06 Applications for Attendance by Audi-Visual Link
07 Disclosures of Interest
08 Business for which the extraordinary meeting has been called
09 Conclusion of Meeting

8.3 The order of business as fixed under clause 8.1 and clause 8.2 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.

8.4 Despite any other provision of this code, only the mover of a motion referred to in clause 8.3 and the Chairperson, if they are not the mover of the motion, can 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) is a matter or topic put to the meeting by way of a Lord Mayoral Minute, or

(d) is a motion for the adoption of recommendations of 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.

Lord Mayoral Minutes

9.7 The Lord Mayor may, by minute signed by the Lord Mayor, put to the meeting without notice any matter or topic that the Lord Mayor determines should be considered at the meeting.

9.8 A Lord Mayoral Minute, when put to a meeting, takes precedence over all business on the Council's agenda for the meeting. The Lord Mayor may move the adoption of a Lord Mayoral Minute without the motion being seconded.

9.9 A recommendation made in a Lord Mayoral Minute put by the Lord Mayor is, so far as it is adopted by the Council, a resolution of the Council.

Petitions

9.10 A Petition can be tabled by a Councillor at the Council meeting at the relevant point in the order of business.

9.11 Petitions are not to be debated.

9.12 Petitions will be handed in accordance with Council's Petitions Policy.

9.13 As a matter of practice, the petition will be referred to the relevant Council officer/s and a copy of the petition will be distributed to all Councillors.

Staff Reports

9.14 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

9.15 The recommendations of a Committee of the Council are, so far as they are adopted by the Council, resolutions of the Council.

9.16 If in a report of a Committee of the Council distinct recommendations are made, the Council may make separate decisions on each recommendation.

Questions

9.17 A question must not be asked at a meeting of the Council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.10 and 3.12, unless the Council determines otherwise in accordance with this code.

9.18 A Councillor may, through the Chairperson, ask another Councillor about a matter on the agenda.

9.19 A Councillor may, through the Lord Mayor, ask the Chief Executive Officer about a matter on the agenda. The Chief Executive Officer may request another Council employee to answer the question.

9.20 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.

9.21 Councillors must ask questions directly, succinctly, and without argument.

9.22 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, they may request its withdrawal at any time. If the Notice of Motion is withdrawn after the agenda and business paper for the meeting at which it is to be considered have been sent to Councillors, the Chairperson is to note the withdrawal of the Notice of Motion at the meeting unless the Council determines to consider the Notice of Motion at the meeting.

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.

10.15 Any variation to a Motion or Amendment or for a fresh Motion/Amendment shall be emailed to the Council Secretariat (secretariat@cityofparramatta.nsw.gov.au) in writing where possible.

10.16 Councillors are asked, where they propose the move an Amendment to a staff recommendation, a Committee recommendation, a Notice of Motion or any recommendation printed in the business paper, to provide copies of the proposed amendment to the Chief Executive Officer and the Council Secretariat at, or prior to, the start of the meeting for circulation to relevant staff.

Limitations on the number and duration of speeches

10.17 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.

10.18 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.

10.19 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.

10.20 Despite clause 10.19, 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.

10.21 Despite clauses 10.17 and 10.18, 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.

10.22 The Chairperson must immediately put to the vote, without debate, a motion moved under clause 10.21. A seconder is not required for such a motion.

10.23 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 10.17.

10.24 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.

10.25 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.

10.26 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.

10.27 Clause 10.26 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 If a Councillor who has voted against a motion put at a Council meeting so requests, the Chief Executive Officer must ensure that the Councillor's dissenting vote is recorded in the Council's minutes.

11.6 The decision of the Chairperson as to the result of a vote is final unless the decision is immediately challenged and not fewer than two (2) Councillors rise and call for a division.

11.7 When a division on a motion is called, the Chairperson must ensure that the division takes place immediately. The Chief Executive Officer must ensure that the names of those who vote for the motion and those who vote against it are recorded in the Council's minutes for the meeting.

11.8 When a division on a motion is called, any Councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 11.4 of this code.

11.9 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 Lord Mayor or Deputy Lord Mayor is to be by secret ballot.

11.10 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

11.11 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.

11.12 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.

11.13 The Chief Executive Officer 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.

11.14 For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the Council or a Council Committee.

11.15 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.

11.16 Clauses 11.13 - 11.15 apply also to meetings that are closed to the public.

Note: Clauses 11.13 - 11.16 reflect section 375A of the Act.

Note: The requirements of clause 11.13 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 addressing the meeting.

Note: Clauses 10.17 - 10.27 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 Chief Executive Officer or, in the absence of the Chief Executive Officer, an employee of the Council designated by the Chief Executive Officer, 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 where it considers it necessary to expedite the consideration of business at a meeting.

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,

(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 3.19 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 such force as is reasonably 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 14.16 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 Chief Executive Officer 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 Chief Executive Officer 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 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 15.11 or clause 15.13. 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, as provided for under section 10(2) of the Act, be expelled from the meeting.

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 such force as is reasonably 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 conflicts of interest they 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 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 have in matters being considered at the meeting in accordance with the Council's Code of Conduct. Where a Councillor has declared a 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 in accordance with this code.

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 this code.

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 3.11 with the consent of all signatories to the Notice of Motion.

17.10 A Notice of Motion to alter or rescind a resolution relating to a development application must be submitted to the Chief Executive Officer no later than 1 day after the meeting at which the resolution was adopted.

17.11 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 17.11 reflects section 372(6) of the Act.

17.12 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 at the meeting, 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.

17.13 A motion moved under clause 17.12(b) can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 17.12(b) and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

17.14 A resolution adopted under clause 17.12(b) must state the reasons for the urgency.

Recommitting resolutions to correct an error

17.15 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.

17.16 In seeking the leave of the Chairperson to move to recommit a resolution for the purposes of clause 17.15(a), the Councillor is to propose alternative wording for the resolution.

17.17 The Chairperson must not grant leave to recommit a resolution for the purposes of clause 17.15(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.

17.18 A motion moved under clause 17.15 can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 17.15 and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

17.19 A motion of dissent cannot be moved against a ruling by the Chairperson under clause 17.15.

17.20 A motion moved under clause 17.15 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 by **one extension of 30 minutes** (until 11:30pm) to complete the business of the Council or the Committee of Council.

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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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,

(e) such other matters specifically required under this code,

(f) additional information supplied by a Council officer which has not been included in the report before Council and which could be viewed as material for Council's consideration of the matter,

(g) where required, the names of the Councillors in favour of or opposed to the Motion/Amendment, and

(h) the names of Councillors who request that their name be recorded as being opposed to a resolution.

(i) Where questions are taken on notice, a statement stipulating that "Questions were taken on notice by Council staff for this item" for each item where questions on notice are taken.

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 Chief Executive Officer 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 Lord 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 Chief Executive Officer 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 Lord Mayor, or

(b) if the Lord 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. 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.

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.

20.16 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).

Lord Mayoral Minutes

20.17 The provisions of this code relating to Lord 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

20.18 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.

20.19 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.

20.20 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 20.19 during a part of the meeting that is livestreamed where practicable.

20.21 The Chief Executive Officer 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.

20.22 The Chief Executive Officer must consult with the Committee and any other affected persons before publishing information on the Council's website under clause 20.21 and provide reasons for why the information has ceased to be confidential.

Disorder in Committee Meetings

20.23 The provisions of the Act, the Regulation, and this Code relating to the maintenance of order in Council meetings apply to meetings of Committees of the Council in the same way they apply to meetings of the Council.

Minutes of Council Committee Meetings

20.24 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.

20.25 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.

20.26 The minutes of meetings of each Committee of the Council must be confirmed at a subsequent meeting of the Committee.

20.27 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.

20.28 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.

20.29 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.

20.30 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 IRREGULARITES

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 *Local Government Act 1993*
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	includes Councillors, members of staff of a Council, administrators, Council Committee members, delegates of Council and any other person exercising functions on behalf of the Council
day	means calendar day
division	means a request by two Councillors under clause 11.6 of this code requiring the recording of the names of the Councillors who voted both for and against a motion
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 *Environmental Planning and Assessment Act 1979* including any decision relating to a development application, an environmental planning instrument, a development control plan, a planning agreement 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 *Local Government (General) Regulation 2021*
year	means the period beginning 1 July and ending the following 30 June

CITY OF PARRAMATTA

Code of Meeting Practice

March 2026

cityofparramatta.nsw.gov.au

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REVISION HISTORY

Version	Date	Change	Reference
1	23 October 2006	Update	Minute No. 8791
2	24 September 2007	Update	Minute No. 9464
3	25 February 2008	Update	
4	7 October 2008	Update	Minute No. 10198
5	28 June 2010	Update	Minute No. 11571
6	26 July 2010	Update	Minute No. 11636
7	27 June 2011	Update	Minute No. 12453
8	25 August 2014	Update	
9	23 May 2016	Update in line with Proclamation	
10	28 November 2016	Update	Minute No. 339
11	13 November 2017	Amendment to Part 2, Clause 10(4)	Minute No. 884
12	11 December 2017	Amendment to Part 2, Clause 22 (1-2) and internal timings	
13	April 2019	Draft document for exhibition in line with changes to Model Code of Meeting Practice	
14	11 June 2019	Adoption of the 2019 City of Parramatta Code of Meeting Practice	
15	27 June 2022	Draft document for exhibition in line with changes to Model Code of Meeting Practice	Minute No. 3857
16	26 August 2024	Update	Minute No. 4846
17	14 July 2025	Post 2024 Local Government Election Adoption of Code of Meeting Practice	OCM25-19
18	8 December 2025	Draft document for public exhibition in line with changes to the 2025 Model Code of Meeting Practice	OCM25-47
19	9 March 2026	Adoption of Code of Meeting Practice	OCM26-29

1 INTRODUCTION

The City of Parramatta Code of Meeting Practice (2025/2026) is based on the Model Code of Meeting Practice for Local Councils in NSW. The Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is prescribed under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2021* (the Regulation).

This Code of Meeting Practice (2025/2026) applies to all meetings of Council and Committees of Council of which all the members are Councillors ('Committees of Council'). Council Committees whose members include persons other than Councillors may adopt their own rules for meetings unless the Council determines otherwise.

Councils must adopt a Code of Meeting Practice that incorporates the mandatory provisions of the Model Meeting Code.

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 the 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.

2 MEETING PRINCIPLES

2.1 Council and Committee of Council 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.

Respectful: Councillors, staff and meeting attendees must treat each other with respect. Councillors and staff are also bound by the obligations in relation to meetings as set out in:

- Clauses 3.19 to 3.22 of Council's Code of Conduct for Councillors; and
- Clauses 3.15 to 3.17 of Council's Code of Conduct for Staff

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.

Council Decisions Prior to a Local Government Election (Caretaker Period)

2.2 The Council, Chief Executive Officer, or any other delegate of the Council must not exercise certain functions during a Caretaker Period.

2.3 The Caretaker Period means the period of four (4) weeks preceding the date of a Local Government Election.

Note: Clauses 2.2 and 2.3 reflect clause 393B of the Local Government (General) Regulation 2021 (the Regulations).

Council Decisions During Recess Period

2.4 Council meetings are held each month of the calendar year, except January, where no meetings are held. The period from the final meeting of the year to the first meeting of the new year is known as the Recess Period.

2.5 Council may, by resolution in December each year, delegate joint authority to the Lord Mayor and Chief Executive Officer all powers, duties and functions of the Council which cannot reasonable be deferred to the first Ordinary Meeting of Council following the Recess Period.

3 BEFORE THE MEETING

Timing of Ordinary Council Meetings

3.1 Ordinary Meetings of the Council will start **at 6.30pm and will be held on the second and fourth Monday of each month** (except for January, where no meetings are held).

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 Meetings

3.2 If the Lord Mayor receives a request in writing, signed by at least two (2) Councillors, the Lord 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 Lord Mayor can be one of the two (2) Councillors requesting the meeting.

Note: Clause 3.2 reflects section 366 of the Act.

3.3 The Lord 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 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 must 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 Chief Executive Officer 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. **City of Parramatta Councillors will receive the agenda of an Ordinary Council Meeting five (5) days prior to 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, unless the Council determines otherwise, 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. The Lord Mayor and the Chief Executive Officer will determine if the matter/s proposed to be considered are of emergency/urgency which cannot reasonably wait to the next Ordinary Council meeting.

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 **10.00am on the Wednesday two (2) weeks before the meeting is to be held**.

3.11 A Councillor may, in writing to the Chief Executive Officer, 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer must cause the agenda for a meeting of the Council or a Committee of Council to be prepared as soon as practicable before the meeting.

3.16 The Chief Executive Officer 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 Lord 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 Lord Mayor to put a Lord Mayoral Minute to a meeting without notice under clause 9.7.

3.18 The Chief Executive Officer 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 Chief Executive Officer, the business is, or the implementation of the business would be, unlawful. The Chief Executive Officer 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 Chief Executive Officer, is likely to take place when the meeting is closed to the public, the Chief Executive Officer 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 Chief Executive Officer must ensure that the details of any item of business which, in the opinion of the Chief Executive Officer, 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 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 Lord Mayor to put a Lord 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.

Councillor Questions on Matters Published in Business Paper

3.32 Nothing in clause 3.31 prevents a Councillor from requesting information from the Chief Executive Officer 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.

3.33 Where a Councillor seeks clarification on any matter contained in a published business paper, the Councillor must submit their question(s) in writing to the Secretariat team at secretariat@cityofparramatta.nsw.gov.au for a response.

3.34 Questions from Councillors relating to matters contained in a published business paper must be lodged with the Secretariat no later than **9.00am on the Monday preceding the relevant meeting**.

3.35 The Chief Executive Officer will compile all questions received from Councillors regarding matters contained in a published business paper and provide a consolidated response in a supplementary business paper, to be circulated prior to the commencement of the relevant meeting.

4 PUBLIC FORUMS

4.1 Council will hold a Public Forum prior to each Ordinary Council Meeting and Extraordinary Council Meeting, for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting.

4.2 Public Forum will be held in the Council Chambers at **6.15 on the same day as the scheduled Ordinary Council Meeting or Extraordinary Council**. except in extraordinary circumstances with CEO approval.

4.3 Public Forum does not form part of an Ordinary Council Meeting or Extraordinary Council Meeting. Except in extraordinary circumstances with CEO approval.

4.4 Councillor attendance at Public Forum is not mandatory and there is no required quorum.

4.5 Public Forums are to be chaired by the Lord Mayor or their Nominee.

4.6 To speak at a Public Forum, a person must first make an application to the Council via the approved application form. A verbatim (word for word) copy of the question, comment or statement to be read at the Public Forum must be lodged in writing with the name and contact details of the speaker **prior to 4.00pm two (2) calendar days prior to the scheduled meeting of Council** by either an email (secretariat@cityofparramatta.nsw.gov.au), presented to the Customer Contact Centre at 5 Parramatta Square Parramatta or online via Council's website. The application must identify the item of business on the agenda of the meeting of Council that the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item.

4.7 A person may only apply to speak on an item listed on the agenda of an Ordinary Council Meeting or Extraordinary Council Meeting.

4.8 A person may apply to speak on more than one (1) item of business on the agenda of an Ordinary Council Meeting or Extraordinary Council
subject to overall number of requests (limit 5).

4.9 Legal representatives acting on behalf of others are not permitted to speak at a Public Forum unless they identify their status as a legal representative when applying to speak at the Public Forum.

4.10 Acceptance of Public Forum submissions will not be confirmed until after the deadline. Applicants will be contacted on the morning of the scheduled meeting and notified if their application to speak at the Public Forum has been approved or denied.

4.11 There is a maximum of one (1) speaker 'for' and one (1) speaker 'against' each item of business on the agenda of an Ordinary or Extraordinary meeting of the Council.

4.12 The provision of this Code requires the livestreaming of meetings and also applies to public forums. The recording of the Public Forum is to be made publicly available on council's website for a least 12 months after the meeting or for the balance of the council's term whichever is the longer period.

4.13 In total, Council will permit no more than five (5) speakers per Public Forum.

4.14 The Chief Executive Officer, or their delegate, may refuse an application to speak at a Public Forum.

4.15 Each approved Public Forum speaker will have a maximum of three (3) minutes to address the Public Forum. After two (2) minutes a warning bell will sound indicating they have one (1) minute remaining. After the allocated speaking time, the Chief Executive Officer or a nominated officer may provide a response or right of reply.

4.16 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the Chief Executive Officer, or their delegate, in consultation with the Lord Mayor, may 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 a fuller range of views on the relevant item of business.

4.17 The Chief Executive Officer, or their delegate, in consultation with the Lord Mayor will determine the order of speakers at the Public Forum.

4.18 Speakers participating in the Public Forum are required to present their question, comment, or statement exactly as it was submitted and formally approved. Any deviation or departure from the content of the approved submission is not permitted. If a speaker digresses to irrelevant matters, the Chairperson is to direct the speaker not to do so. If the speaker fails to observe a direction from the Chairperson the speaker will not be further heard.

4.19 Speakers participating in the Public Forum cannot ask questions of the Council, Lord Mayor, Councillors or Council staff.

4.20 A Councillor (including the Chair) may, through the Chair ask questions of a speaker following their address at the Public Forum. Questions put to a speaker must be direct, succinct and without argument.

4.21 Where an address made at a Public Forum raises matters that require further consideration by Council staff, the Chief Executive Officer may recommend that the Council defer consideration of the matter pending the preparation of a further report on the matter.

4.22 Speakers participating in the Public Forum must comply with this Code and all other relevant Council codes, policies and procedures. Speaker must not engage in disorderly contact, publicly alleging breaches of the Council's Code of Conduct or making other potentially defamatory statements.

4.23 If the Chairperson considers that a speaker at a Public Forum has engaged in conduct of the type referred to in clause 4.22, the Chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate behaviour or comments. Where the speaker fails to comply with the Chairperson's request, the Chairperson may immediately require the person to stop speaking.

4.24 Clause 4.23 does not limit the ability of the Chairperson to deal with disorderly conduct by speakers at a Public Forum in accordance with the provisions of Part 15 of this Code.

4.25 Where a speaker engages in conduct of the type referred to in clause 4.22, the Chief Executive Officer or their delegate may refuse further applications from that person to speak at future Public Forums for such a period of time as the Chief Executive Officer or their delegate considers appropriate.

4.26 Councillors (including the Lord 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 conflicts of interest declarations made in respect to Public Forums and how the conflict of interest was managed by the Councillor who made the declaration.

4.27 The Chief Executive Officer will not accept any Public Forum submissions that clearly target political parties.

4.28 Public Forum speakers may provide their address to the Public Forum by audio-visual link. A request must be made to Council's Secretariat team (secretariat@cityofparramatta.nsw.gov.au) **before 3.00pm on the day of the Public Forum**.

4.29 Public Forums will be livestreamed.

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 Chief Executive Officer.

5.12 The Chief Executive Officer 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 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 Lord Mayor may, in consultation with the Chief Executive Officer 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 Lord 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 Lord Mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The Lord 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 Lord Mayor must make a determination under this clause in consultation with the Chief Executive Officer and, as far as is practicable, with each Councillor.

5.16 Where the Lord Mayor determines under clause 5.15 that a meeting is to be held by audio-visual link, the Chief Executive Officer 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 Chief Executive Officer 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 Lord 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 Chief Executive Officer 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: If adopted, clauses 5.33 and 5.34 confer a standing authorisation on all Chairpersons of meetings of the Council and Committees of the Council to expel persons from meetings. If adopted, clause 5.33 authorises Chairpersons to expel any person, including a Councillor, from a council or committee meeting. Alternatively, if adopted, clause 5.34 authorises Chairpersons to expel persons other than Councillors 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 seven (7) years 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 Chief Executive Officer and other staff at meetings

5.41 The Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer or the terms of employment of the Chief Executive Officer.

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 Chief Executive Officer in consultation with the Lord Mayor.

5.45 The Chief Executive Officer and other Council staff may attend meetings of the Council and Committees of Council by audio-visual link. Attendance by Council staff at meetings by audio-visual link (other than as members of the public) shall be with the approval of the Chief Executive Officer in consultation with the Lord Mayor.

6 THE CHAIRPERSON

The Chairperson at meetings

6.1 The Lord Mayor, or at the request of or in the absence of the Lord Mayor, the Deputy Lord Mayor (if any) presides at meetings of the Council.

Note: Clause 6.1 reflects section 369(1) of the Act.

6.2 If the Lord Mayor and the Deputy Lord 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 Lord Mayor and Deputy Lord 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 Chief Executive Officer or, in their absence, an employee of the Council designated by the Chief Executive Officer to conduct the election, or

(b) by the person who called the meeting or a person acting on their behalf if neither the Chief Executive Officer nor a designated employee is present at the meeting, or if there is no Chief Executive Officer 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 Lord Mayor enters the chamber and when addressing the meeting.

7.2 If the Chairperson is the Lord Mayor, they are to be addressed as ‘Mr Lord Mayor’, ‘Madam Lord Mayor’ or ‘Lord Mayor’.

7.3 If the Chairperson is the Deputy Lord Mayor, they are to be addressed as ‘Mr Deputy Lord Mayor’, or ‘Madam Deputy Lord Mayor’ or ‘Deputy Lord Mayor’.

7.4 Where the Chairperson is not the Lord Mayor or Deputy Lord 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 AND EXTRAORDINARY COUNCIL MEETINGS

8.1 The general order of business for an **Ordinary Council Meeting** shall be:

01 Opening of Meeting
02 Acknowledgement of the Traditional Owners of Land
03 Webcasting Announcement
04 General Recording of Meeting Announcement
05 Apologies and Applications for Leave of Absence
06 Applications for Attendance by Audi-Visual Link
07 Disclosures of Interest
08 Confirmation of Minutes
09 Minutes of the Lord Mayor
10 Petitions
11 Rescission Motions
12 Reports to Council
13 Notices of Motion
14 Questions Reports
   a. Questions with Notice
   b. Questions Taken on Notice
   c. Councillor Questions on Matters Published in the Business Paper
15 Closed Session
16 Consideration of Recommendations from Closed Session
17 Conclusion of Meeting

8.2 The general order of business for an **Extraordinary Council Meeting** shall be:

01 Opening of Meeting
02 Acknowledgement of the Traditional Owners of Land
03 Webcasting Announcement
04 General Recording of Meeting Announcement
05 Apologies and Applications for Leave of Absence
06 Applications for Attendance by Audi-Visual Link
07 Disclosures of Interest
08 Business for which the extraordinary meeting has been called
09 Conclusion of Meeting

8.3 The order of business as fixed under clause 8.1 and clause 8.2 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.

8.4 Despite any other provision of this code, only the mover of a motion referred to in clause 8.3 and the Chairperson, if they are not the mover of the motion, can 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) is a matter or topic put to the meeting by way of a Lord Mayoral Minute, or

(d) is a motion for the adoption of recommendations of 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.

Lord Mayoral Minutes

9.7 The Lord Mayor may, by minute signed by the Lord Mayor, put to the meeting without notice any matter or topic that the Lord Mayor determines should be considered at the meeting.

9.8 A Lord Mayoral Minute, when put to a meeting, takes precedence over all business on the Council's agenda for the meeting. The Lord Mayor may move the adoption of a Lord Mayoral Minute without the motion being seconded.

9.9 A recommendation made in a Lord Mayoral Minute put by the Lord Mayor is, so far as it is adopted by the Council, a resolution of the Council.

Petitions

9.10 A Petition can be tabled by a Councillor at the Council meeting at the relevant point in the order of business.

9.11 Petitions are not to be debated.

9.12 Petitions will be handed in accordance with Council's Petitions Policy.

9.13 As a matter of practice, the petition will be referred to the relevant Council officer/s and a copy of the petition will be distributed to all Councillors.

Staff Reports

9.14 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

9.15 The recommendations of a Committee of the Council are, so far as they are adopted by the Council, resolutions of the Council.

9.16 If in a report of a Committee of the Council distinct recommendations are made, the Council may make separate decisions on each recommendation.

Questions

9.17 A question must not be asked at a meeting of the Council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.10 and 3.12, unless the Council determines otherwise in accordance with this code.

9.18 A Councillor may, through the Chairperson, ask another Councillor about a matter on the agenda.

9.19 A Councillor may, through the Lord Mayor, ask the Chief Executive Officer about a matter on the agenda. The Chief Executive Officer may request another Council employee to answer the question.

9.20 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.

9.21 Councillors must ask questions directly, succinctly, and without argument.

9.22 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, they may request its withdrawal at any time. If the Notice of Motion is withdrawn after the agenda and business paper for the meeting at which it is to be considered have been sent to Councillors, the Chairperson is to note the withdrawal of the Notice of Motion at the meeting unless the Council determines to consider the Notice of Motion at the meeting.

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.

10.15 Any variation to a Motion or Amendment or for a fresh Motion/Amendment shall be emailed to the Council Secretariat (secretariat@cityofparramatta.nsw.gov.au) in writing where possible.

10.16 Councillors are asked, where they propose the move an Amendment to a staff recommendation, a Committee recommendation, a Notice of Motion or any recommendation printed in the business paper, to provide copies of the proposed amendment to the Chief Executive Officer and the Council Secretariat at, or prior to, the start of the meeting for circulation to relevant staff.

Limitations on the number and duration of speeches

10.17 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.

10.18 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.

10.19 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.

10.20 Despite clause 10.19, 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.

10.21 Despite clauses 10.17 and 10.18, 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.

10.22 The Chairperson must immediately put to the vote, without debate, a motion moved under clause 10.21. A seconder is not required for such a motion.

10.23 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 10.17.

10.24 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.

10.25 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.

10.26 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.

10.27 Clause 10.26 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 If a Councillor who has voted against a motion put at a Council meeting so requests, the Chief Executive Officer must ensure that the Councillor's dissenting vote is recorded in the Council's minutes.

11.6 The decision of the Chairperson as to the result of a vote is final unless the decision is immediately challenged and not fewer than two (2) Councillors rise and call for a division.

11.7 When a division on a motion is called, the Chairperson must ensure that the division takes place immediately. The Chief Executive Officer must ensure that the names of those who vote for the motion and those who vote against it are recorded in the Council's minutes for the meeting.

11.8 When a division on a motion is called, any Councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 11.4 of this code.

11.9 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 Lord Mayor or Deputy Lord Mayor is to be by secret ballot.

11.10 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

11.11 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.

11.12 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.

11.13 The Chief Executive Officer 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.

11.14 For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the Council or a Council Committee.

11.15 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.

11.16 Clauses 11.13 - 11.15 apply also to meetings that are closed to the public.

Note: Clauses 11.13 - 11.16 reflect section 375A of the Act.

Note: The requirements of clause 11.13 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 addressing the meeting.

Note: Clauses 10.17 - 10.27 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 Chief Executive Officer or, in the absence of the Chief Executive Officer, an employee of the Council designated by the Chief Executive Officer, 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 where it considers it necessary to expedite the consideration of business at a meeting.

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,

(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 3.19 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 such force as is reasonably 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 14.16 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 Chief Executive Officer 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 Chief Executive Officer 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 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 15.11 or clause 15.13. 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, as provided for under section 10(2) of the Act, be expelled from the meeting.

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 such force as is reasonably 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 conflicts of interest they 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 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 have in matters being considered at the meeting in accordance with the Council's Code of Conduct. Where a Councillor has declared a 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 in accordance with this code.

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 this code.

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 3.11 with the consent of all signatories to the Notice of Motion.

17.10 A Notice of Motion to alter or rescind a resolution relating to a development application must be submitted to the Chief Executive Officer no later than 1 day after the meeting at which the resolution was adopted.

17.11 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 17.11 reflects section 372(6) of the Act.

17.12 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 at the meeting, 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.

17.13 A motion moved under clause 17.12(b) can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 17.12(b) and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

17.14 A resolution adopted under clause 17.12(b) must state the reasons for the urgency.

Recommitting resolutions to correct an error

17.15 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.

17.16 In seeking the leave of the Chairperson to move to recommit a resolution for the purposes of clause 17.15(a), the Councillor is to propose alternative wording for the resolution.

17.17 The Chairperson must not grant leave to recommit a resolution for the purposes of clause 17.15(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.

17.18 A motion moved under clause 17.15 can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 17.15 and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

17.19 A motion of dissent cannot be moved against a ruling by the Chairperson under clause 17.15.

17.20 A motion moved under clause 17.15 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 by **one extension of 30 minutes** (until 11:30pm) to complete the business of the Council or the Committee of Council.

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 Chief Executive Officer 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 Chief Executive Officer 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 Chief Executive Officer 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,

(e) such other matters specifically required under this code,

(f) additional information supplied by a Council officer which has not been included in the report before Council and which could be viewed as material for Council's consideration of the matter,

(g) where required, the names of the Councillors in favour of or opposed to the Motion/Amendment, and

(h) the names of Councillors who request that their name be recorded as being opposed to a resolution.

(i) Where questions are taken on notice, a statement stipulating that "Questions were taken on notice by Council staff for this item" for each item where questions on notice are taken.

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 Chief Executive Officer 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 Lord 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 Chief Executive Officer 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 Lord Mayor, or

(b) if the Lord 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. 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.

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.

20.16 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).

Lord Mayoral Minutes

20.17 The provisions of this code relating to Lord 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

20.18 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.

20.19 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.

20.20 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 20.19 during a part of the meeting that is livestreamed where practicable.

20.21 The Chief Executive Officer 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.

20.22 The Chief Executive Officer must consult with the Committee and any other affected persons before publishing information on the Council's website under clause 20.21 and provide reasons for why the information has ceased to be confidential.

Disorder in Committee Meetings

20.23 The provisions of the Act, the Regulation, and this Code relating to the maintenance of order in Council meetings apply to meetings of Committees of the Council in the same way they apply to meetings of the Council.

Minutes of Council Committee Meetings

20.24 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.

20.25 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.

20.26 The minutes of meetings of each Committee of the Council must be confirmed at a subsequent meeting of the Committee.

20.27 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.

20.28 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.

20.29 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.

20.30 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 IRREGULARITES

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 *Local Government Act 1993*
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	includes Councillors, members of staff of a Council, administrators, Council Committee members, delegates of Council and any other person exercising functions on behalf of the Council
day	means calendar day
division	means a request by two Councillors under clause 11.6 of this code requiring the recording of the names of the Councillors who voted both for and against a motion
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 *Environmental Planning and Assessment Act 1979* including any decision relating to a development application, an environmental planning instrument, a development control plan, a planning agreement 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 *Local Government (General) Regulation 2021*
year	means the period beginning 1 July and ending the following 30 June

REPORT NAME OCM26-30 Referral of Inspection Reports by Fire and Rescue NSW

REPORT OF Team Leader Building Compliance Technical

PURPOSE:

For Council to consider the fire safety reports received from Fire and Rescue NSW in accordance with the provisions of the *Environmental Planning and Assessment Act 1979*.

RECOMMENDATION:

(a) That Council, in accordance with Schedule 5, Part 8, Clause 17 (2) of the E*nvironmental Planning and Assessment Act 1979:*

i. note the inspection reports from Fire and Rescue NSW (FRNSW) provided at Attachment 1.

ii. determine to exercise its powers to give a Fire Safety Order upon receipt of representations made to the Notice of Intention to Issue Order issued to the landowners of the following properties:

(1) 36A Thomas Street, Parramatta

(2) 17 Mason Street, North Parramatta

(3) 2-8 South Street, Rydalmere

BACKGROUND

1. Fire and Rescue NSW (FRNSW), as are councils, are empowered under the *Environmental Planning and Assessment Act 1979* (EP&A Act) to undertake fire safety inspections of a building.

2. If FRNSW is of the opinion that inadequate provision for fire safety has been made, FRNSW may make recommendations for additional works or the provision of fire safety and fire-fighting equipment, in a report to the relevant council. Such reports must be tabled at the next meeting of the council in accordance with Schedule 5, Part 8, Clause 17 (2) of the EP&A Act, copied below.

Clause 17(2) A council must -

a) Table any report and recommendations it receives under this clause at the next meeting of the council, and

b) At any meeting of the council held within 28 days after receiving the report and recommendations or at the next meeting of the council held after the

tabling of the report and recommendations, whichever is the later, determine whether it will exercise its powers to give a fire safety order.

3. Although Council has delegated its powers to the CEO to issue fire safety orders in relation to Council-initiated fire safety investigations, reports from FRNSW require Council to determine whether it will exercise its powers to give a fire safety order in accordance with Schedule 5, Part 8, Clause 17 (2) of the EP&A Act (this obligation cannot be delegated to the CEO).

ISSUES/OPTIONS/CONSEQUENCES

4. Council is in receipt of three inspection reports issued by FRNSW, regarding the fire safety of buildings located at:
    a) 36A Thomas Street, Parramatta (3 storey residential flat building)
    b) 17 Mason Street, North Parramatta (3 storey residential flat building)
    c) 2-8 South Street, Rydalmere (2 storey industrial building)
5. FRNSW is of the opinion that there are inadequate provisions for fire safety within these buildings (refer to Attachment 1).
6. Council officers have commenced an investigation into each matter. A preliminary examination of the report from FRNSW indicates the requirement for Council to issue a Notice of Intention to Give an Order (under the *EP&A Act)* to each landowner. This is a mandatory step allowing landowners to make representations to Council on why a Fire Safety Order should not be given; and the period of time for compliance with the proposed Fire Safety Order.

CONSULTATION & TIMING

Stakeholder Consultation

7. The following stakeholder consultation has been undertaken in relation to this matter:

Date	Stakeholder	Stakeholder Comment	Council Officer Response	Responsibility
NIL	NIL	NIL	NIL	NIL

Councillor Consultation

8. The following Councillor consultation has been undertaken in relation to this matter:

Date	Councillor	Councillor Comment	Council Officer Response	Responsibility

NIL	NIL	NIL	NIL	NIL

LEGAL IMPLICATIONS FOR COUNCIL

9. There are no legal implications for Council as a result of the recommendations of this report.

FINANCIAL IMPLICATIONS FOR COUNCIL

10. There are no financial implications for Council as a result of the recommendations of this report.

Adrian Mihaila
Acting Group Manager Regulatory Services

Jennifer Concato
Executive Director City Planning and Design

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

1. ECM 1644416 v 1 Letter out - Fire Safety Concern - 36 A Thomas Street Parramatta - SRID 8000045798 [**12.5.1** - 5 pages]
2. ECM 1579234 v 1 Letter out - Fire Safety Concern - 17 Mason Street North Parramatta - SRID 800004272 [**12.5.2** - 5 pages]
3. ECM 1652471 v 1 Letter out - Fire Safety Concern - 2-8 South Street Rydalmere - SRID 8000046160 [**12.5.3** - 5 pages]

From: Fire Safety
Sent: Wed, 4 Feb 2026 21:58:52 +0000
To: PCC Council
Subject: Letter out - Fire Safety Concern - 36A Thomas Street Parramatta - SRID 8000045798
Attachments: Letter Out - Inspection Report - 36A Thomas Street, Parramatta - City of Parramatta Council.PDF

***[EXTERNAL EMAIL] Stop and think before opening attachments, clicking on links or responding. ***

Attn: Manager Compliance/Fire Safety

Please find attached correspondence in regards to the above premises.

If you have any further queries regarding this matter, please contact the Fire Safety Branch on 9742 7434 quoting your reference number.

Kind Regards

Regards,

Administrative Support Officer
CSD Admin & Project Services | Fire and Rescue NSW

T: (02) 9742 7434 | E: firesafety@fire.nsw.gov.au
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File Ref. No: FRN25/3151 - BFS25/7239 - SRID/8000045798
TRIM Ref. No: D26/8581
Contact: John Bruscino

4 February 2026

The General Manager
City of Parramatta
PO Box 32
PARRAMATTA NSW 2124

Email: council@cityofparramatta.nsw.gov.au

Attention: Manager Compliance / Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
36A THOMAS STREET, PARRAMATTA ("the premises")

Fire and Rescue NSW (FRNSW) received correspondence on 13 October 2025 concerning the adequacy of the provision for fire safety in or in connection with the premises.

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected 'the premises' on 23 October 2025.

On behalf of the Commissioner of FRNSW, the comments in this report are provided under Section 9.32(4) and Schedule 5, Part 8, Section 17(1) of the EP&A Act.

COMMENTS

The following items were identified during the inspection:

Provisions for Fire Safety

Fire Resistance

1. Enclosure of space under stairs – The space beneath the required non fire-isolated stairway, on the ground floor, was enclosed to form a cupboard. The door to the cupboard was locked and it could not be determined if the cupboard

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has enclosing walls and a ceiling that have an FRL of not less than 60/60/60 and a self-closing -/60/30 fire door, in accordance with the requirements of Clause D3D9 of the NCC.

Services & Equipment

2. Operation of latch – The ground floor final exit door at the base of the required non fire-isolated stair incorporates a round tulip style handle in lieu of a lever handle, contrary to the requirements of Clause D3D26 of the NCC.

Smoke Detection and Alarm System

3. Smoke Alarm System and Building Occupant Warning System – For buildings that are not protected with a sprinkler system, the NCC requires the installation of a smoke alarm system, smoke detection system or combination of both systems, in accordance with Clause S20C2 of Specification 20 of the NCC. The premises has a smoke alarm system installed, which is required in public corridors and other internal public spaces, located in accordance with Australian Standard (AS)1670.1, and must be connected to activate a Building Occupant Warning System in accordance with Clause S20C7 of Specification 20 of the NCC.

   The following was identified at the time of the inspection:

   a. Smoke alarms were not installed throughout all public spaces within the non fire-isolated stairway. Two (2) smoke alarms were installed, on level 1 and level 3 only, which appear to be powered by the consumer mains source (no smoke alarms were installed on the ground level or level 2).

   b. The smoke alarms were tested at the time of the inspection and did not appear to be interconnected. Therefore, the required minimum 85 dB(A) to be provided at the door providing access to the SOUs may not be achieved, contrary to the requirements of Clause S20C7 of Specification 20 of the NCC.

Regulatory Requirements

Annual Fire Safety Statement (AFSS) and Fire Safety Schedule (FSS)

4. A copy of the current AFSS and FSS were not prominently displayed within the building, contrary to the requirements of Section 89 of the EPAR 2021. An AFSS dated 2015 was displayed within the building.

Exit signs

5. The exit sign located on the ground floor of the required non fire-isolated stairway was not illuminated and had not been maintained, contrary to the requirements of Section 81 of the EPAR 2021.

Fire hose reel (FHR)

6. The FHR located adjacent to the car parking garages on the ground floor was not provided with a maintenance tag to indicate regular servicing. Clause 1.16 of AS 1851-2012 requires routine servicing every six months.

FRNSW believes that there are inadequate provisions for fire safety within the building.

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review items 1 and 6 of this report and conduct an inspection.

b. Address any other deficiencies identified on the premises.

Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. FRNSW refers this matter to the Council as the appropriate regulatory authority and awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

LIMITATIONS

The items listed in the comments of this report are based on the following limitations:

- FRNSW's inspection of the premises may have been conducted without having the development consent and / or approved plans as a reference.
- FRNSW's inspection of the premises was a non-invasive visual inspection.
- FRNSW authorised fire officers may not have been able to access all areas of the premises at the time of inspection.

Please do not hesitate to contact John Bruscino of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434 if there are any questions or concerns about the above matters. Please refer to file reference FRN25/3151 - BFS25/7239 - SRID/8000045798 regarding any correspondence concerning this matter.

Yours faithfully

John Bruscino
Senior Building Surveyor
Fire Safety Compliance Unit

From: Fire Safety
Sent: Mon, 12 Jan 2026 22:12:20 +0000
To: PCC Council
Subject: Letter out - Fire Safety Concern - 17 Mason Street North Parramatta - SRID 8000042722
Attachments: 9.32 Inspection report - 17 Mason Street North Parramatta - Council of the City of Parramatta.pdf

***[EXTERNAL EMAIL] Stop and think before opening attachments, clicking on links or responding. ***

Attn: Manager Compliance/Fire Safety

Please find attached correspondence in regards to the above premises.

If you have any further queries regarding this matter, please contact the Fire Safety Branch on 9742 7434 quoting your reference number.

Kind Regards

Regards,

Administrative Support Officer
CSD Admin & Project Services | Fire and Rescue NSW

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File Ref. No: FRN25/1562 – BFS25/3315 - 8000042722
TRIM Ref. No: D2026/001601
Contact: Matthew Warbrick

13 January 2026

General Manager
Council of the City of Parramatta
PO Box 32
PARRAMATTA NSW 2124

Email: council@cityofparramatta.nsw.gov.au

Attention: Manager Compliance/Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
RESIDENTIAL APRTMENTS
17 MASON STREET NORTH PARRAMATTA ("the premises")

Fire and Rescue NSW (FRNSW) received correspondence on 19 May 2025 concerning the adequacy of the provision for fire safety in connection with 'the premises'.

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected 'the premises' on 10 December 2025.

COMMENTS

The following items were identified in relation to the provisions for fire safety:

Firefighting services and equipment

1. Smoke alarms and building occupant warning

    a. The building has not been provided with smoke alarms within the public corridor, contrary to the requirements of Clause S20C3 of Specification 20 of the National Construction Code 2022 - Volume 1 (NCC).

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2. Emergency Lighting

    a. The building has not been provided with emergency lighting within the public corridor, contrary to the requirements of Clause E4D2 of the NCC.

3. Exit signs

    a. The door serving as a required exit at the base of the internal stairway has not been provided with an exit sign, contrary to the requirements of Clause E4D5 or Clause E4D7 of the NCC.

Egress

4. Operation of latch

    a. The required exit at the base of the internal stairway contains a door handle positioned approx. 1330mm above ground level in lieu of between 900mm and 1.1m, contrary to the requirements of Clause D3D26 of the NCC.

Fire Resistance

5. Bounding construction

    a. Screen security doors have been installed on the outside of multiple Sole Occupancy Units (SOU's) throughout 'the premises'.

        FRNSW brings to Council's attention, a position statement in relation to AVPS published by FRNSW on 4 July 2018. The statement is shown below:

        Security/screen doors fitted to sole-occupancy units (SOU's)

        The fitting of security or screen doors to the main fire door of a unit is a matter to be determined by the appropriate regulatory authority (e.g. Council) or certifier.

        However, FRNSW recommends against the fitting of security or screen doors to SOUs due to the increased likelihood of the main fire door of the unit being propped open, corridor egress being impeded by an open security/screen door, and the fire rating of the door frame being compromised from any modification when fitting any additional security or screen door.

    b. SOU 6 was found missing a security door viewer which has created an opening through unit entry door and thereby comprising the fire resistance level of the door, contrary to the requirements of Clause C4D12(4)(b)

Regulatory Requirements

6. Fire Safety Statements

    a. An Annual Fire Safety Statement was not displayed at the premises in accordance with Section 89 of the EPAR21.

FRNSW believes that there are inadequate provisions for fire safety within the building.

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review items 1 to 6 of this report and conduct an inspection.

b. Address any other deficiencies identified on the premises.

Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. FRNSW refers this matter to the Council as the appropriate regulatory authority and awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

LIMITATIONS

The items listed in the comments of this report are based on the following limitations:

- FRNSW's inspection of the premises may have been conducted without having the development consent and / or approved plans as a reference.
- FRNSW's inspection of the premises was a non-invasive visual inspection.
- FRNSW authorised fire officers may not have been able to access all areas of the premises at the time of inspection.

Please do not hesitate to contact Matthew Warbrick of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434. If you have any questions or concerns regarding the above matters. Please ensure that you refer to file reference FRN25/1562 – BFS25/3315 - 8000042722 for any future correspondence concerning this matter.

Yours faithfully

Matthew Warbrick
Acting Senior Building Surveyor
Fire Safety Compliance Unit

From: Fire Safety
Sent: Mon, 9 Feb 2026 03:01:14 +0000
To: PCC Council
Subject: Letter out - Fire Safety Concern - 2-8 South Street Rydalmere - SRID 8000046160
Attachments: Letter Out - 9_32 Inspection Report - 2-8 South Street Rydalmere - City of Parramatta Council.pdf

***[EXTERNAL EMAIL] Stop and think before opening attachments, clicking on links or responding. ***

Attn: Manager Compliance/Fire Safety

Please find attached correspondence in regards to the above premises.

If you have any further queries regarding this matter, please contact the Fire Safety Branch on 9742 7434 quoting your reference number.

Kind Regards

Regards,

Administrative Support Officer
CSD Admin & Project Services | Fire and Rescue NSW

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File Ref. No: FRN25/3317 - BFS25/7668 - 8000046160
TRIM Ref. No: D2026/014805
Contact: Conor Hackett

9 February 2026

General Manager
Parramatta, Council of the City of
PO Box 32
PARRAMATTA NSW 2124

Email: council@cityofparramatta.nsw.gov.au

Attention: Manager Compliance/Fire Safety

Dear Sir / Madam

Re: INSPECTION REPORT
CUMBERLAND GREEN
2 SOUTH STREET RYDALMERE ("the premises")

Fire and Rescue NSW (FRNSW) received correspondence on 29 October 2025 concerning the adequacy of the provision for fire safety in connection with 'the premises'.

Pursuant to Section 9.32(1) of the *Environmental Planning and Assessment Act 1979* (EP&A Act), Authorised Fire Officers from the Fire Safety Compliance Unit of FRNSW inspected 'the premises' on 26 November 2025.

On behalf of the Commissioner of FRNSW, the comments in this report are provided under Section 9.32(4) and Schedule 5, Part 8, Section 17(1) of the EP&A Act.

COMMENTS

The following items were identified in relation to the provisions for fire safety:

Provisions for Fire Safety

Fire Hydrant System

1. The main isolation valve of the hydrant booster assembly was not secured or locked in the open position in accordance with Clause 8.5.8 of AS 2419.1-2005.

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2. The fire hydrant booster valve outlets are orientated in such a way that the hoses may interfere with each other when connected to both the feed and inlet valves, contrary to the requirements of Clause 3.5.1 of AS2419.1–2005.

Automatic Fire Suppression System

3. The premises appears to have two separate sprinkler systems with units 14-17 having a separate booster assembly and water supply. The block plan in the 'sprinkler valve pump room' for 'Unit 1 stage 1' indicates that the system covers only Unit 1. The block plan at the second booster assembly indicates that units 11 & 12 are sprinklered and connected to the pump room adjacent to the second booster assembly however, signage adjacent to the booster assembly indicates that the booster serves units 14-17 only.

   In that regard, a review of the installed sprinkler system and associated signage is recommended with additional updated information provided adjacent to the main entrance, clarifying the layout of the sprinkler system, areas covered and the location of the second booster assembly.

4. The access door to the sprinkler pump room, is not provided with adequate identification signage, contrary to the requirements of Clause 6.4.1 of AS2419.1-2005.

5. A sign marked with the maximum allowable inlet pressure at the connection was not provided at the booster assembly, adjacent to the main entrance, contrary to the requirements of Clause 4.4.3 of AS 2118.1–1999.

Regulatory Requirements

Maintenance

6. Clause 81 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 (the DCFS Regulation) requires that an Essential Fire Safety Measure must be maintained to a standard no less than when it was first installed.

   At the time of the inspection, it was noted that the hydrant and sprinkler systems and associated pumpset did not include any information indicating that the systems have had routine servicing every month, as per the requirements of Sections 2, 3 & 4 of AS1851–2012.

Fire Safety Statements

7. Annual Fire Safety Statement (AFSS) – Section 88 the DCFS Regulation requires the AFSS be updated annually. At the time of the inspection, the AFSSs that were displayed in both pump rooms did not appear to be up to date.

FRNSW believes that there are inadequate provisions for fire safety within the building.

RECOMMENDATIONS

FRNSW recommends that Council:

a. Review items 1 to 7 of this report and conduct an inspection.

b. Address any other deficiencies identified on the premises.

Please be advised that Schedule 5, Part 8, Section 17(2) requires any report or recommendation from the Commissioner of FRNSW to be tabled at a Council meeting. FRNSW refers this matter to the Council as the appropriate regulatory authority and awaits the Council's advice regarding its determination under Schedule 5, Part 8, Section 17 (4) of the EP&A Act.

LIMITATIONS

The items listed in the comments of this report are based on the following limitations:

- FRNSW's inspection of the premises may have been conducted without having the development consent and / or approved plans as a reference.
- FRNSW's inspection of the premises was a non-invasive visual inspection.
- FRNSW authorised fire officers may not have been able to access all areas of the premises at the time of inspection.
- Individual tenancies were not inspected.

Please do not hesitate to contact Conor Hackett of FRNSW's Fire Safety Compliance Unit at FireSafety@fire.nsw.gov.au or call (02) 9742 7434 if there are any questions or concerns about the above matters. Please refer to file reference FRN25/3317 - BFS25/7668 - 8000046160 regarding any correspondence concerning this matter.

Yours faithfully

Conor Hackett
Senior Building Surveyor
Fire Safety Compliance Unit

REPORT NAME OCM26-31 Community Facilities Utilisation Report

REPORT OF Group Manager Social & Community Services

WORKSHOP DATE:

17 November 2025

PURPOSE:

To seek Council's endorsement of the recommended actions to increase utilisation of Council's community facilities.

RECOMMENDATION:

(a) That Council endorse the actions outlined in this report to increase the utilisation of Council's community facilities, inclusive of PHIVE, Wentworth Point Community Centre and Library, and Council's LGA wide Recreation portfolio of community facilities (Community Halls and Meeting Rooms).

(b) That Council endorse a 12-month trial (1 July 2026 to 30 June 2027) of 50% discounted venue and facility hire pricing aligned with off-peak hire periods within Council's FY 2026/27 Fees and Charges as detailed in paragraph 19 of this report.

(c) That the 12-month discount hire pricing be included in the 2026/27 Annual Fees and Charges public consultation, undertaken as part of Council's annual budget setting process.

(d) Further, that a post-trial Council report be prepared in FY 2027/28 detailing the results of approved actions implemented to increase utilisation across Council's community facilities portfolios.

BACKGROUND

1. Council operates 24 community facilities that offer a range of multipurpose rooms available for hire by the community. This number excludes Riverside Theatres and Parramatta Town Hall.

2. Council manages these 24 venues in two portfolios:

3. Community Hubs – PHIVE, Wentworth Point Community Centre & Library. A feature of these venues is that they have an anchor tenant, for example, a full-service library. The newly opened Yarra Community Centre has also recently been added to this portfolio.

4. Recreation Facilities – 21 venues ranging in size from community halls, meeting rooms and smaller single room venues attached to sporting amenities.

5. Each portfolio and facility has a set of fees and charges approved each year and a framework of discount or subsidised usage based on three user types:

    a. Commercial (100%; 0% discount) - Commonwealth and State Government agencies, businesses with annual revenue greater than $2m);

    b. Community (60%; 40% discount) - Small businesses with annual revenue less than $2m, individual private hirers, local government agencies, Not-for-profit agencies who receive government funding or primarily run revenue generating activities); and

    c. Unfunded Not-for-Profit (30%; 70% discount) - Self-help groups and not-for-profit agencies who can demonstrate that they either receive no revenue, or if revenue is generated, the majority is used to cover the costs associated with facility hire.

6. The above user types, and corresponding hire fees and charges, and discounts, are consistently applied across the two portfolios, with few exceptions related to legacy hire agreements and arrangements.

7. All facilities use Council's online venue booking platform called Bookable, accessed through Council's website. A user (hirer) registers once, has their user type validated, and is then able to make bookings across all Council venues within both portfolios.

8. To measure the performance of the portfolios, venue utilisation is reported via Bookable. Utilisation is the percentage of available hours that a hireable space has a booking in the given reporting period. For example, if a meeting room is available from 8am to 8pm and it is booked for four hours in the day, that room has a utilisation of 33% for that day.

9. The utilisation targets for various parts of the portfolio are set on an annual basis within Council's Delivery and Operational Plan (DPOP). The current targets for FY 2025/26 are:

    a. PHIVE and Wentworth Point Community Centre – 35%

    b. Recreation Facilities – 30%

10. In May 2025, a Council resolution tasked Council Officers to undertake a review of utilisation of our community facilities, including consideration of changes to Fees and Charges that may increase utilisation by, particularly, arts, cultural and community organisations.

11. In response to the May 2025 Resolution, Council Officers undertook a portfolio-wide review of the utilisation of Council community facilities portfolio. The results of this review were presented to a Councillor Briefing Session on 17 November 2025. The results of this review and feedback from

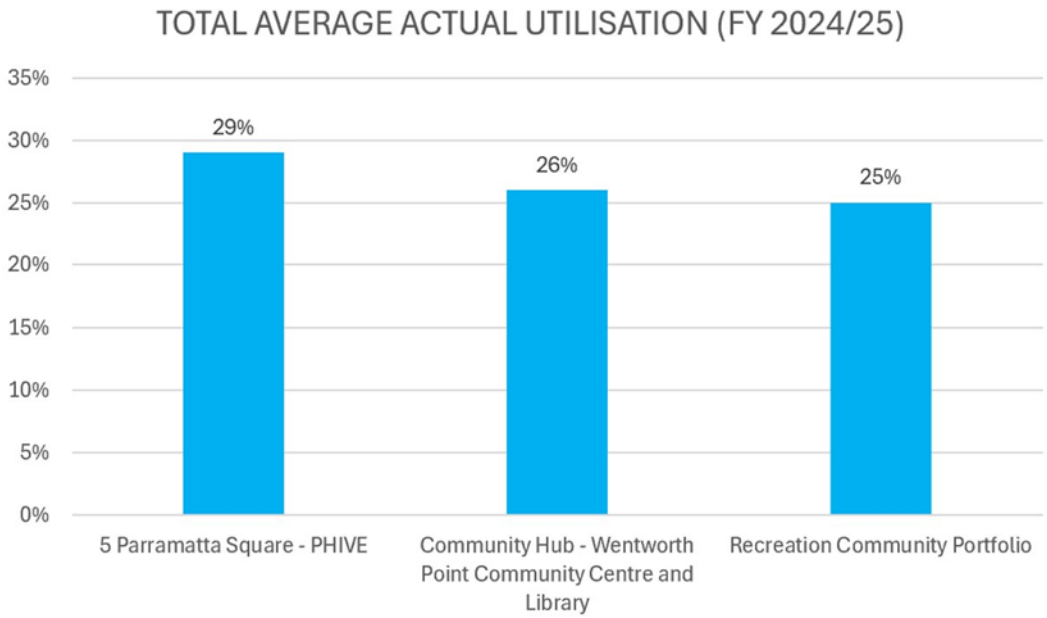
the Councillor Workshop have informed this Council Report, which seeks Council's endorsement of a range of actions aimed at increasing community facilities utilisation.

ISSUES/OPTIONS/CONSEQUENCES

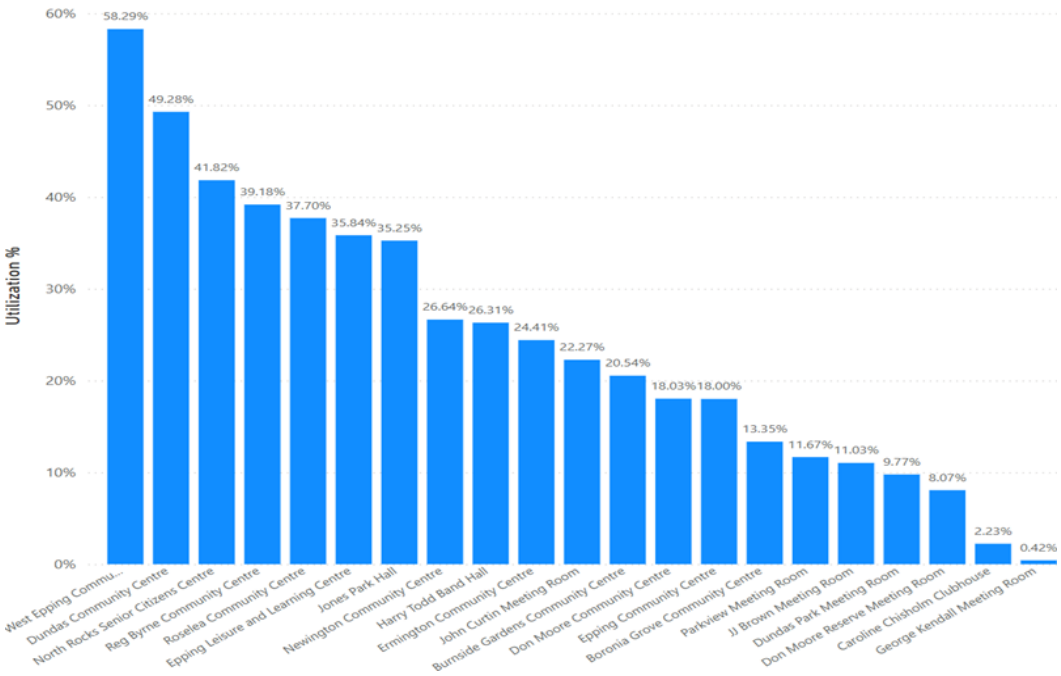
12. The following tables detail City of Parramatta actual venue utilisation data for FY 2024/25. The first table shows the quantum of booking hours and hirers/users for the FY 2024/25 period:

Community Facilities	Sum of Booking Hours	Count of Customer ID
PHIVE	15,309	427
WPCC&L	13,956	189
Recreation	49,759	871
TOTAL	**79,024**	**1,443**

13. The below chart details City of Parramatta average actual venue utilisation for FY 2024/25:



14. As may be expected, a finding of the utilisation review is that portfolio level utilisation varies significantly between venues and even between different spaces within single venues. Equally, utilisation varies between weekdays, evenings and weekends, with different venues across the portfolio experiencing different peak periods of demand. This variation in utilisation within a portfolio is illustrated in the graph below, summarising individual facility utilisation rates across the Recreation Facilities portfolio.



15. The review also looked at benchmarking Fees and Charges with a select number of local metropolitan Sydney Councils. Comparison is somewhat difficult due to the range of variability in the ways community discounting is applied and the difficulty in acquiring consistent and accurate utilisation data. However, all but one of those Councils have some framework of discounting for community users. The one exception is where a Council has just one price for all users with no discounting applied.

16. When reviewing booking scenarios for community users, City of Parramatta's fees are at a median level in most scenarios when compared with comparative Council's pricing models, although it is acknowledged that two of the benchmarked Councils place a much higher subsidy for unfunded community users, including free venue use.

17. As an outcome of the review, a number of recommended actions have been developed for Council's consideration, with the overall objective of increasing the utilisation of community facilities.

18. No changes are recommended to the user types of the current three category framework of subsidy.

19. Recommended actions common to all portfolios include:

    a. Off-peak pricing – 12-month trial of 50% discount on current venue hire Fees and Charges across different defined off-peak hire periods for each portfolio for FY 2026/27 (1 July 2026 to 30 June 2027);

    b. New customer hirer incentives;

    c. Existing customer referral incentive; and

    d. Tailored marketing campaigns.

20. Within the recommended actions, each portfolio will have a customised approach considering the localised conditions and historical user hire data. For example, the peak hire periods at PHIVE are during business hours from Monday-Friday, while peak hire periods for facilities within the Recreation portfolio (Community Halls & Meeting Rooms) are evenings Monday-Friday, and on weekends.

21. At a high level, localised recommended actions specific to each portfolio include:

    Recreation Facilities:

    a. Off-Peak hire discount (50%) - Monday to Friday 12pm to 4pm.

    b. Existing and new hirer incentives;

    c. Free hire for Seniors' groups during off-peak times (subject to conditions);

    d. Portfolio changes for low performing facilities, with George Kendall Reserve Meeting Room being taken off the booking system and meeting rooms at sportsground pavilions being included in seasonal hire allocations to sportclubs, making them only available during off-peak times.

    PHIVE:

    a. Off-Peak hire discount (50%) - Mondays to Thursday 4pm to 8pm; and Saturday 9am to 5pm.

    b. Free hire of sound studios (12-month trial);

22. Passive utilisation of a select number of underutilised spaces;

23. Pilot programs that activate under-utilised spaces and times by providing in-kind venue use to community or cultural groups delivering free or low-cost programs (eg Saturdays).

    Wentworth Point Community Centre and Library:

    a. Off-Peak hire discount (50%) - Monday to Friday 12pm to 3pm, and Monday to Friday 7pm to 10pm.

    b. New hirer incentives;

    c. Value-add styling and equipment packages for weekend community social event hirers;

    d. Creative residency programs offered for underutilised spaces through an Expressions of Interest process (eg Music Studio).

24. It is recommended that a post-trial Council report be prepared in FY 2027/28 detailing the results of approved actions implemented to increase utilisation across Council's community facilities portfolios. To support and measure implementation, it is also recommended that annual utilisation targets continue to be reviewed and increased on an annual basis, via Council's review of KPIs undertaken as part of the IP&R process.

CONSULTATION & TIMING

Stakeholder Consultation

25. The following stakeholder consultation has been undertaken in relation to this matter:

Date	Stakeholder	Stakeholder Comment	Council Officer Response	Responsibility
September 2024 – March 2025	North Rocks Senior Citizens Club and Epping Senior Citizens Club	Various conversations to talk about utilisation and fees for seniors groups with legacy arrangements. Transition to standard fees would make current utilisation too expensive.	Council values the amount of activities and social connection that the two groups currently provide. The views of the two organisations informed the development of recommendations.	Group Manager Social and Community Services.
October 2024-February 2025	Officers from 13 Local Councils from across Sydney	A series of workshops to benchmark fees and charges and share learnings	Input informed a later benchmarking study with a smaller group of Councils	Executive Director, Community and Culture
4 February 2026	Social Sustainability and Inclusion Advisory Panel	Very positive feedback on current user experience in booking compared with other Councils. Positive suggestions for marketing campaign and opportunities to extend Seniors strategies to young people.	Feedback from Advisory Panel will influence marketing and implementation. Young people strategies may be considered at specific sites, which need to be identified first.	Executive Director, Community and Culture
10 February 2026	Cultural Advisory Panel	Very positive feedback on off-peak pricing pilot. Strong advocacy to	Review and amend cultural organisation definitions. Feedback from Advisory Panel will	Executive Director, Community and Culture

		expand definition of cultural organisations to include creative collectives, artist run initiatives and creative sole traders. Strong support for extended creative residency opportunities for underutilised spaces.	inform tailored marketing campaigns and implementation of off-peak pricing pilot.	
8 April 2026	Community Infrastructure Advisory Panel	Meeting not yet held. Summary of this report to be presented.	Feedback to inform marketing campaigns	Executive Director, Community and Culture

Councillor Consultation

26. The following Councillor consultation has been undertaken in relation to this matter:

Date	Councillor	Councillor Comment	Council Officer Response	Responsibility
23 May 2925	Council Meeting	Council Resolution requesting Community Facilities Utilisation Review.	Community Facilities Utilisation Review undertaken and reported back to Council.	Executive Director, Community and Culture
8 July 2025	Community Facilities Utilisation and Cost of Service Briefing Note.	BN circulated to all Councillors.	Data analysis informed Community Facility Review and information provided to 17 November 2025 Briefing Session.	Executive Director, Community and Culture

17 November 2025	Councillor Briefing Session.	In principle support for the outcome of the Community Facilities Utilisation Review.	Incorporate Councillor feedback and progress to Council report in early 2026.	Executive Director, Community and Culture

LEGAL IMPLICATIONS FOR COUNCIL

27. The Local Government Act does place some requirements on Council for how fees and charges are proposed, exhibited and approved. Any changes will be subject to meeting those requirements in line with approved delegation manuals.

28. Terms and Conditions of Hire may need to be updated. The Terms and Conditions framework is an important element in managing and operating a portfolio of hireable venues.

FINANCIAL IMPLICATIONS FOR COUNCIL

29. Community facilities and venues may realise a reduction in venue hire revenue due to off-peak discount pricing and new customer and existing customer referral incentives.

30. However, it is anticipated that reductions in venue hire revenue will be offset by an incremental increase in revenue and venue hire bookings as a result of existing and/or new customers taking up the off-peak pricing or accessing new customer and/or existing customer referral incentives. The draft 2026/27 C&C budget has been prepared on this basis and has not included any material reduction in venue hire revenue associated with the recommended discounted pricing.

31. Based on FY 2024/25 actual venue hire revenue (within the recommended off-peak pricing periods for each portfolio) the maximum financial impact of a reduction in revenue for each portfolio is detailed below:

32. Recreation Portfolio (Community Halls & Meeting Rooms) - $52,489 (50% of off-peak revenue)

33. PHIVE - $27,169 (50% of off-peak revenue)

34. Wentworth Point Community Centre and Library - $12,456 (50% of off-peak revenue)

35. The worst case annual financial impact for the whole of the C&C Directorate community facilities portfolio introduction of off-peak pricing is estimated at $92,114. Any material realisation of this risk will be managed during the 2026/27 financial year, via the quarterly forecasting process.

36. The draft FY 2026/27 Fees and Charges, and subsequent public exhibition, will include reference to the introduction of the off-peak pricing 12-month trial specific to each set of venue hire fees and charges within the Recreation and Community Hubs portfolio of community facilities and venues.

Christopher Snelling
Group Manager Community Hubs & Parramatta Square

Jonathan Greig
Executive Director Community and Culture

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

REPORT NAME OCM26-32 Public Exhibition of Draft Disability Inclusion Action Plan 2026-2030

REPORT OF Community Capacity Building Lead

PURPOSE:

For Council to approve the public exhibition of the Draft Disability Inclusion Action Plan 2026-2030.

RECOMMENDATION:

(a) That Council approve public exhibition of the Draft Disability Inclusion Action Plan 2026 - 2030 (**Attachment 1**) for a period of four (4) weeks (early March – early April 2026).

(b) That the Chief Executive Officer be delegated authority to make any minor editorial amendments or adjustments of a non-policy nature to this Plan.

(c) That the outcomes of the public exhibition be reported to Council with the final document for adoption and, in addition, reports on the status of identifying benchmarks and targets for each new action

BACKGROUND

1. The term of the current Disability Inclusion Action Plan (DIAP) 2022-2026 ends 30 June 2026. As required under NSW Legislation for rolling local government DIAPs, Council's next Disability Inclusion Action Plan 2026-2030 is due to commence from 1 July 2026.
2. It is anticipated that 100% of the current DIAP 39 actions will be completed by the end-of-term deadline of 30 June 2026. An end-of-term report will be provided to Council in August 2026.
3. Preparation for the next DIAP began in December 2024, with a performance review of the current plan, and was followed by stakeholder consultations with Council, community and staff.
4. A Councillor Workshop to introduce the renewal process for the next Plan was held in May 2025, with a Councillor Briefing Note provided in December 2025 to share the community consultation process undertaken to-date, consultation results, and Council's draft responses to all key issues.

5. This was followed by another Councillor Workshop in February 2026 to present the results of the consultation process and the proposed responses to the issues raised by stakeholders in the form of new actions to be included in the new DIAP.
6. The community consultation process was designed to obtain community feedback on Council's DIAP Vision Statement and the four focus areas legislated for all local government DIAP actions:
    - Focus Area 1: Positive Community Attitudes & Behaviours
    - Focus Area 2: Liveable Communities
    - Focus Area 3: Access to Meaningful Employment
    - Focus Area 4: Improved Systems & Processes (for accessing information and services)

ISSUES/OPTIONS/CONSEQUENCES

7. Consultation with the primary stakeholders identified under NSW Legislation, people with disability, took place over June-July 2025 as part of the community consultation process to identify community needs and aspirations and inform development of draft actions:
    a. Primary Community Stakeholders: People with disability (101 people), their carers (41) and family members/friends (who are residents or regularly visit the LGA, 49) participated in focus groups, interviews, targeted surveys (online and phone), online forums, digital submissions.
    b. Secondary Community Stakeholders: Peak bodies and advocacy groups (representing people with disability in the LGA, 20) participated in interviews and a targeted online survey
    8. Tertiary Community Stakeholders: Local disability service providers and government representatives (serving the LGA, 25) participated in interviews and a targeted online survey.
    9. General Community (local resident or regular visitor with no disability, unrelated to one of the above, 14) participated in a targeted online survey.
    c. DIAP Reference Group (people with disability, carers, service provider and advocacy representatives, 7) participated in online meetings October 2025 and January 2026 to review and provide feedback on draft Council responses to the issues raised during the broader community consultation process.

10. The community consultation process indicated the following general perceptions and experiences of access and inclusion for people with disability in relation to Council, our DIAP and the Parramatta LGA:
    - Overall, City of Parramatta is an inclusive and accessible place, with public spaces and services reflecting a commitment to meeting diverse needs;
    - Participants acknowledged the positive steps taken in making newer buildings and public spaces more accessible;
    - Community connection and inclusion were described as being shaped by how people with disability are treated;
    - Gaining employment remains a significant challenge for people with disability;
    - Council's DIAP could give greater prominence to people with invisible disabilities.
11. A summary of stakeholder consultation results is listed in **Attachment 2** - Summary of Stakeholder Engagement and Consultation. This includes key community challenges and needs raised during the consultation process are listed in and summarised below:
    - Increase community awareness of disability;
    - Accessibility criteria grounded in Universal Design;
    - More inclusive community events and programming;
    - People with service dogs require specific considerations;
    - A need for better wayfinding informed by Universal Design;
    - Limited accessible car parking, on and off-street;
    - Construction and maintenance of accessible and connected footpaths;
    - Gaining employment is a significant challenge;
    - Employer education and resources are needed;
    - Council needs to ensure it provides an accessible website, offering ease of navigation and a dedicated page for people with disability.
12. Feedback from the disability support service sector also indicated a need for greater understanding of Council's service models, including community grants and grant support available, and a desire for greater connections with Council.
13. Community feedback on Council's DIAP Vision Statement called for both hidden and visible disabilities to be articulated along with a focus on the ultimate goals sought, resulting in a proposed rewording:

- Current: "An accessible and inclusive Parramatta where people with disability can develop their potential and participate in community life as equal community members."
- New version in the Draft DIAP: "An accessible and inclusive Parramatta where people with visible and invisible disabilities can thrive and participate as equal community members."

14. Feedback gathered during community consultations was used to engage with relevant teams across Council and develop responses addressing key issues raised by the community.
15. Council officer responses **(Attachment 3**) include both new actions and descriptions of changes implemented under the current and previous DIAPs, including new business-as-usual operations, in addition to descriptions of Council's service models and Plans that speak to the concerns raised.
16. Sixteen proposed new actions have been identified for delivery under the next DIAP 2026-2030 from 1 July 2026.
17. A Draft Disability Inclusion Action Plan 2026-2030 has been developed incorporating this information for public exhibition (Attachment 1).
18. Action KPIs, benchmarks and targets to track progress and performance will be developed over May –June 2026. These will be incorporated along with project delivery schedules into a detailed internal DIAP 2026-2030 and PULSE reporting framework, to support progress reporting to Council, community and the NSW Government. A status update of this work will be provided to Council at the end of the Public Exhibition period.
19. In line with NSW Government recommendations for DIAP public documents and needs of the primary stakeholder, Council is endeavouring to ensure an accessible document both in format and presentation of content. This includes minimum font size (12 points), strong contrast between background colour and font colour, clear concise language and presentation of information shared. For public exhibition, the intent is for soft copies of the Draft Plan to be available in both PDF and MS Word formats via a dedicated Participate Parramatta project page and upon request, and hard copies to be available at strategic locations such as libraries and community hubs and supplied directly upon request.
20. Also to be made available to the community during the public exhibition period are Council's additional responses to the key issues raised, beyond the proposed new actions, listed in **Attachment 3** – Column Three. These include actions delivered under the previous two DIAPs and changes that have become business-as-usual operations for Council. It is considered integral to the process to make this available to the community as context for proposed new actions and demonstrate Council's consideration of feedback received during the community consultation process. This information will be available through the Participate Parramatta project

page and the dedicated Council webpage for the Disability Inclusion Action Plan.

21. A four-week public exhibition period is proposed in consideration of the extensive consultation previously undertaken with community stakeholders and to ensure Council can meet its legislated obligation for DIAP 2026-2030 to commence 1 July 2026.
22. The community will be informed of the opportunity to engage and provide feedback on the Draft Plan through:
    a. Direct emails to previous consultation participants
    b. Direct emails to relevant local organisations and groups
    c. Council email newsletters (including City News, Participate Parramatta and Library)
    d. Councillor socials (titles and content to be provided to Councillors)
    e. Program email newsletters
    f. Online network notices (Parramatta Community eNews)
    g. Organic and paid socials, with a particular focus on people linked to disability interest groups.
    h. Council homepage website banner
    i. Participate Parramatta home page
    j. Posters at key sites
    k. Library digital screens
23. Multiple channels for making submissions are planned:
    a. Online submission form hosted on Participate Parramatta project page
    b. Meetings on request (phone calls, in-person, online)
    c. Staffed pop-up displays (PHIVE)
    d. Email, post and verbal submissions.

CONSULTATION & TIMING

Stakeholder Consultation

24. The following stakeholder consultation has been undertaken in relation to this matter:

Date	Stakeholder	Stakeholder Comment	Council Officer Response	Responsibility

July – October 2025	Community – People with disability, their carers, & family members; sector workers; community members Disability support & advocacy organisations (22)	As per **Attachment 3**	As per **Attachment 3**	As per Attachment -3 **Community Capacity Building Manager**
28 & 29 October, 2025 & 21 January, 2026	DIAP 2026-2030 Reference Group: people with disability, carers/family, sector workers (7)	• Comprehensive cross-council response addressing consultation results. • Services sector needs greater awareness of Council's community grant types and grants support opportunities. • Consider changing service request form for footpaths etc to ask about barriers/hazards created for persons with disability. • Consider adopting a lesson learned approach to review large new service sites, to ensure unintended barriers from design are not	• An action to address sector capacity building is proposed along with stronger communication and advertising of Council's grant support opportunities. 25. Council is developing additional questions to relevant service request forms to prompt and ascertain barriers/ hazards created for people with disability, to be completed by 1 July, 2026	Community Capacity Building Manager

		repeated / positive impact design choices are repeated.		

Councillor Consultation

26. The following Councillor consultation has been undertaken in relation to this matter:

Date	Councillor	Councillor Comment	Council Officer Response	Responsibility
19 May, 2025	All Councillors invited	• Ensure community members have a phone-in option to participate in the survey. • Provide the community and opportunity to give feedback on the Vision Statement during the consultation process.	• The community will have an option to book a phone call to complete the survey as an alternative to completing online. A simpler abbreviated version of the survey will also be made available to complete online or over the phone. • Review of the DIAP Vision Statement will be part of the community consultation process.	Community Capacity Building Manager
2 February, 2026	All Councillors invited	The following issues and requests were taken on notice: • Accessible Parking Data and Integration • Accessible Parking Technology and Process disability parking permit holders	Individual items taken on notice are being actioned or replied to. New action added on implementing accessible playgrounds framework, consistent with resolution of	Community Capacity Building Manager

		• Footpath Kerb Ramp Audit • Disability-Related Contact Centre Data • Employment Support Data and Investment in support provided • Financial Tracking for Inclusion Initiatives • Communication of Accessible Event Features • Accessibility of Council Information The following issues need to be considered for inclusion in new DIAP: **Accessible Playground Inclusion:** Incorporate feedback regarding the need for an action on accessible playgrounds in the Disability Inclusion Action Plan and ensure ongoing communication and promotion of accessible playgrounds **Benchmarking and Targets for Accessibility:** Investigate and report on relevant benchmarks (e.g., percentage of accessible parking spaces, playgrounds) and consider setting targets for accessibility improvements in DIAP.	Council from 9 February 2026. Report at completion of public exhibition will report on status of identifying benchmarks and targets for new actions.	

LEGAL IMPLICATIONS FOR COUNCIL

27. Under NSW Legislation, Council is required to develop 4-year Action Plans and consult with people with disability and Council in the development of Plans, with DIAP 2026-2030 to commence 1 July 2026. The project plan for development of the City of Parramatta's DIAP 2026-2030, including public exhibition and consideration by Council, has been designed to meet this deadline.

FINANCIAL IMPLICATIONS FOR COUNCIL

28. There are no financial implications for current financial year budgets in relation to public exhibition of the Draft Plan. All expenditure is planned within existing budgets. The scope of new actions proposed for the next Plan 2026-2030 has been defined to ensure utilisation of existing budgets or influence planning for FY27 budgets and long-term financial plans, which feeds into the standardised budget approval process. This is to manage community expectations and provide an opportunity for delivery timelines to extend beyond 2030 while maintaining Council's commitment to achieving the intent of the action.

David Moutou
Group Manager Social & Community Services

Jonathan Greig
Executive Director Community and Culture

George Bounassif
Acting Chief Executive Officer

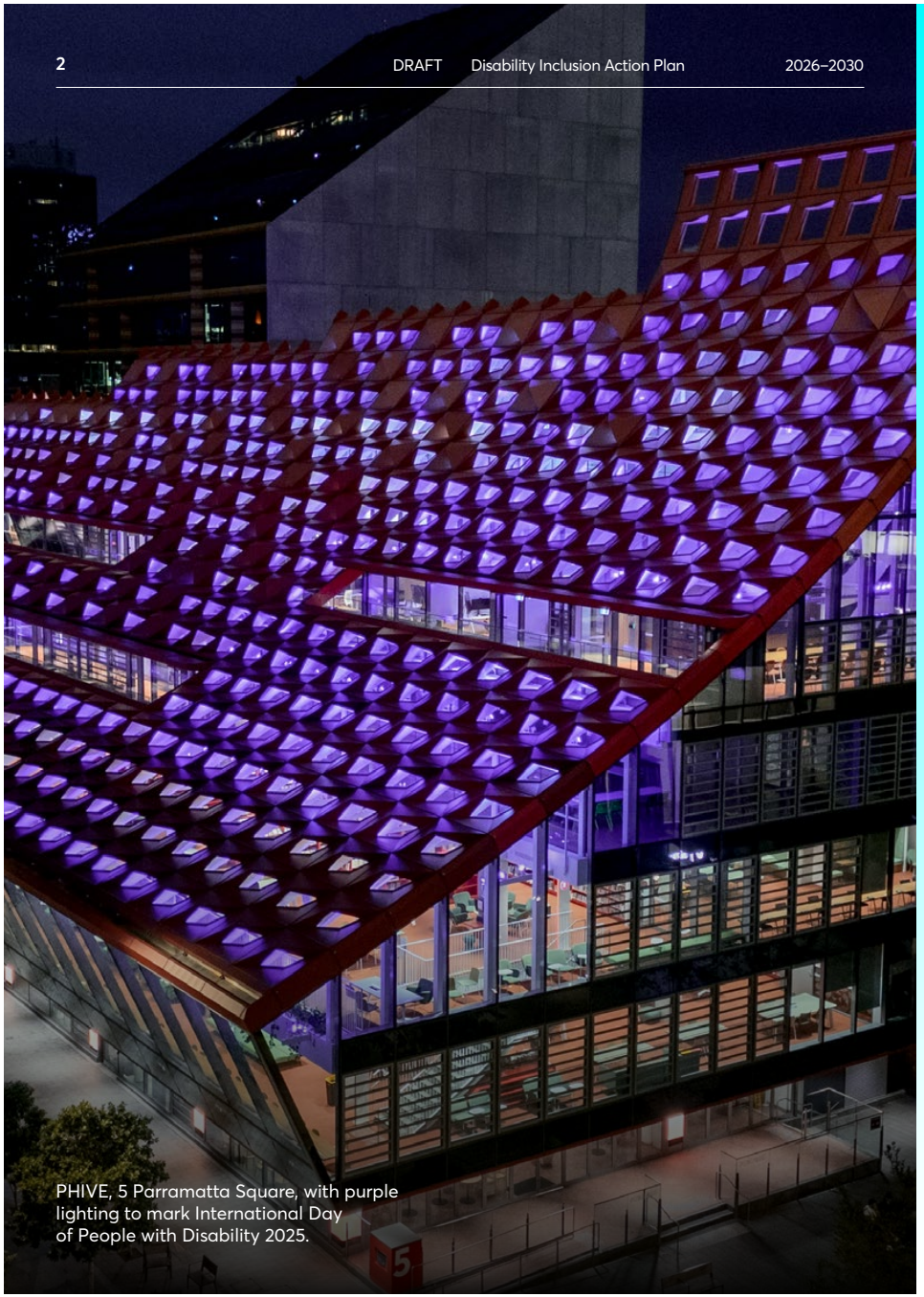
ATTACHMENTS:

1. ECM 1673379 v 1 Draft Disability Inclusion Action Plan 2026-2030 v 2 [**12.7.1** - 17 pages]
2. ECM 1638804 v Summary of Stakeholder Engagement and Consultation [**12.7.2** - 13 pages]
3. ECM 1638752 v 1 Draft DIAP 2026-2030 Consultation Responses [**12.7.3** - 14 pages]

DRAFT

Disability Inclusion Action Plan 2026–2030

CITY OF PARRAMATTA



PHIVE, 5 Parramatta Square, with purple lighting to mark International Day of People with Disability 2025.

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Recognition and Commitment to the Dharug People

Nunanglanungdyu baramada gulbanga mawa naa Baramadagal darug ngurrawa badura baramada darug.

We respectfully acknowledge the Traditional Owners of the land and waters of Parramatta, the Dharug People.

City of Parramatta recognises the Dharug People as First Australians, peoples of the oldest continuous living culture in the world. For more than 60,000 years, Parramatta has been home to the Baramadagal and Dharug peoples, the traditional custodians of the land we call the City of Parramatta today.

The Baramadagal and Dharug peoples have cared for and nurtured the habitat, land, and waters for thousands of generations, and maintain an ongoing connection to Parramatta and its surrounding areas. As a community, we can learn from the resilience and community spirit of First Nations people to best ensure a sustainable City for all. Parramatta has always been an important meeting place for our First Nations people, particularly the Parramatta River, which has provided life and vitality since the beginning of time (The Dreaming).

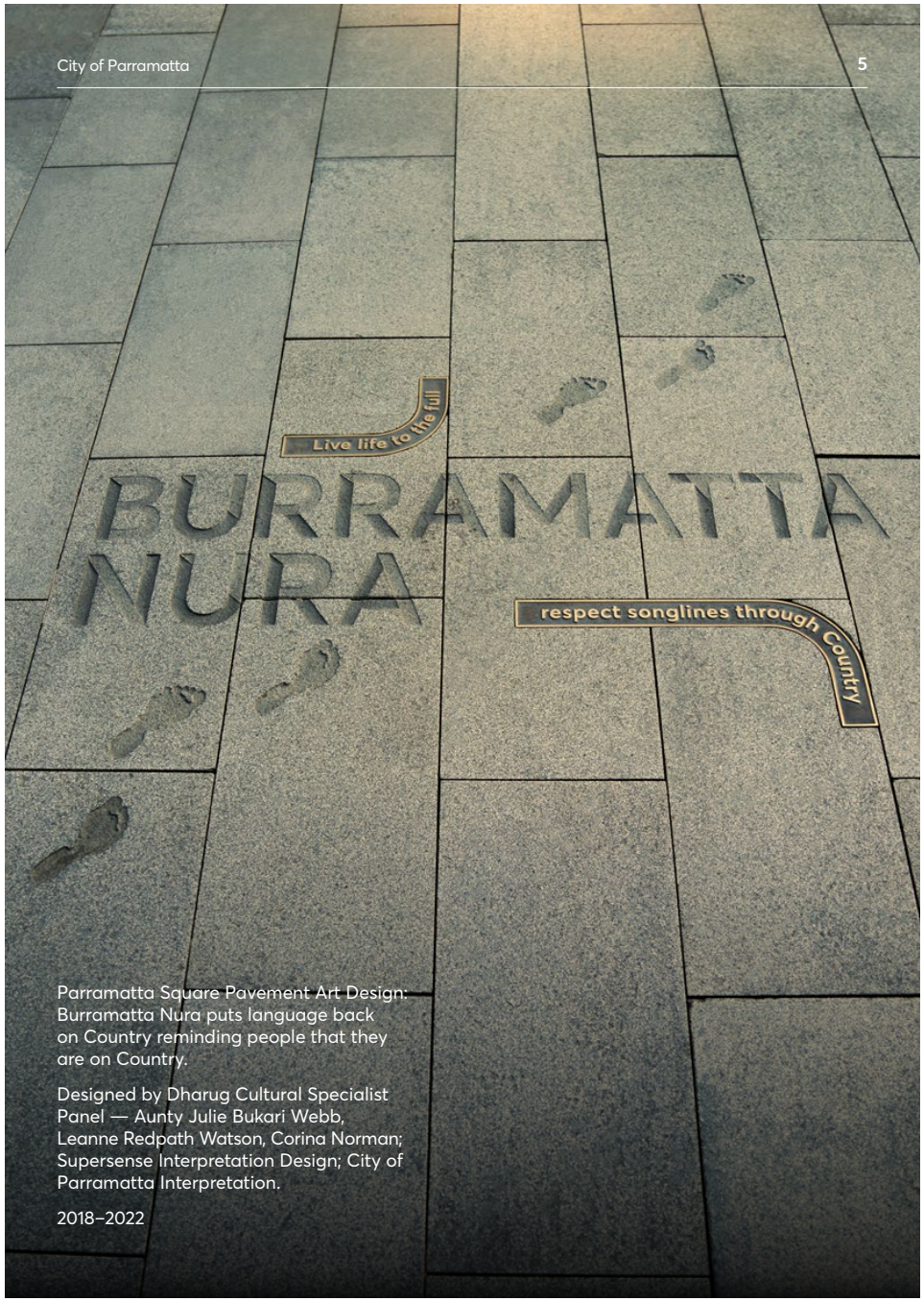
The name Parramatta is derived from the word Baramada/Burramatta or 'place where the eels lie down' (breeding location for eels within the Parramatta River).

City of Parramatta recognises the significance of this area for all First Nations people as a site of early contact between the First Australians and European Colonists, and Parramatta remains an important meeting place for the First Nations community.

First Nations people continue to play a vital role in the ecological, economic, social and cultural life of Parramatta, while maintaining a distinct culture built on the principles of Caring for Country, the primacy of family, and the dignity and governance of Elders. At City of Parramatta, we aspire to a future where the cultures, histories and rights of all First Nations people are understood, recognised, and respected by all Australians.

City of Parramatta is committed to playing an active role in making this future a reality. City of Parramatta is proud to acknowledge the ongoing stewardship of Country by Dharug and other First Nations people and to celebrate their enduring wisdom, strength, and resilience.

Always Was, Always Will Be, Aboriginal Land.



Parramatta Square Pavement Art Design: Burramatta Nura puts language back on Country reminding people that they are on Country.

Designed by Dharug Cultural Specialist Panel — Aunty Julie Bukari Webb, Leanne Redpath Watson, Corina Norman; Supersense Interpretation Design; City of Parramatta Interpretation.

2018–2022

Parramatta Ferry Wharf, photo by Flashpoint Labs for Disability Graphics Project 2024

Message from the Lord Mayor

TO BE ADDED AFTER PUBLIC EXHIBITION

DIAP 2026–2030 Snapshot

OUR VISION

An accessible and inclusive Parramatta where people with visible and invisible disabilities can thrive and participate as equal community members.

OUR INTENDED OUTCOMES (AIMS)

- Council promotes support for inclusion and diversity across the community.
- Council provides resources, education and encouragement to foster inclusive practices across the community.
- Council places, facilities and services are accessible and inclusive for people with disability.
- People with disability can access meaningful employment with Council.
- Council is an inclusive workplace, where people with disability can grow and progress.
- Council systems and processes are accessible and user-friendly for staff and community.
- Council advocates for best practice in systems and processes across organisations to ensure accessible services and information.

OUR ROLE

Deliver	Partner	Advocate
Continue to improve and deliver accessible and inclusive places, services, facilities and workplaces, and support our community to do the same.	Deliver initiatives in collaboration with community, peak bodies, services, businesses and government agencies to remove barriers and increase inclusion.	Promote best practice and advocate for change in policy and action beyond Council places, services and facilities, to bring about the best outcomes for our community.

15 Actions

4 Focus Areas & Sector Capacity Building

Focus Area 1 — Developing Positive Community Attitudes and Behaviours Community education campaigns.

Focus Area 2 — Creating Liveable Communities
Service dog relief area, wayfinding improvement, accessible parking, accessible events, community education.

Focus Area 3 — Supporting Access to Meaningful Employment
"Inclusion at Council" short film, information on Social Enterprise employment support services.

Focus Area 4 — Improving Systems and Processes
Accessibility-related information for events and services.

Sector Capacity Building Service provider forum

Introduction

The City of Parramatta's Disability Inclusion Action Plan (DIAP) 2026–2030 reflects the needs and aspirations of our community and the progress achieved under the previous two Plans to remove barriers and increase inclusion for people with disability in Parramatta.

Together with a revised vision statement, DIAP 2026-2030 establishes the primary actions Council will implement according to the four legislated DIAP focus areas and enhancing disability service sector capacity.

The Plan ensures we meet our legislated obligations while demonstrating our commitment to listening to people with disability and continuous improvement.

People with disability are positioned at the heart of this Plan and remained the focus of the community consultation process undertaken to understand the priorities for our community for 2026–2030.

All identified actions and the revised vision statement directly respond to key issues and recommendations raised through the consultation process and build on Council's progress towards our vision. Some concerns raised by the community are addressed by Council's actions implemented under previous Plans, now part of our business-as-usual operations.

Council's Community Strategic Plan 2025–2050 directly aligns with the vision and focus areas of Council's DIAP. The two plans work together in creating an accessible and inclusive Parramatta, where everyone belongs and everyone can thrive.

In addition to delivering actions, Council commits to monitoring and reporting to ensure accountability to Council, the NSW State Government, and most importantly, our community. We have identified and developed a set of indicators connected to the four focus areas to assist Council in tracking our long-term progress towards achieving our vision for inclusion.

OUR REVISED VISION STATEMENT

An accessible and inclusive Parramatta where people with visible and invisible disabilities can thrive and participate as equal community members.

LEGISLATIVE CONTEXT

Under the NSW Disability Inclusion Act 2014, all NSW state authorities and local governments are required to develop, implement and report on rolling four-year Disability Inclusion Action Plans. Plans are to provide practical measures to advance inclusion for people with disability. The legislation also requires local governments to create, deliver and monitor their Plans in consultation with the community, and people with disability are identified as the primary stakeholders in this consultation process.

The legislation recognises that physical and social environments play a significant role in limiting inclusion, and defines four focus areas for all DIAP actions:

Focus Area 1
Positive Community Attitudes & Behaviours

Focus Area 2
Liveable Communities

Focus Area 3
Access to Meaningful Employment

Focus Area 4
Improved Systems & Processes

Other relevant conventions, legislation and standards for all DIAPs and Council business, include:

- United Nations Convention on the Rights or Persons with Disabilities (2008)
- (Commonwealth) Disability Discrimination Act 1992
- Commonwealth Disability Standards (Access to premises, Education, Public transport, Digital goods and services)
- Australian Standards® (AS)
- Web Content Accessibility Guidelines (WCAG)

Community Snapshot

City of Parramatta is both home and destination for diverse peoples of all abilities. All Council strategies and DIAPs are informed by research on the experiences, needs and aspirations of our residents, workers, students and visitors. This research includes community consultation and data collection from many sources. Data on people with disability and their experiences in the community is extensive and growing, with Council building additional data collection points into local Council-led surveys.

DISABILITY IN CITY OF PARRAMATTA

The national 2022 Survey of Disability, Ageing and Carers reported that 5.5 million (21.4%) Australians had disability, an increase from 4.4 million (17.7%) in 2018 as reported by the Australian Bureau of Statistics (ABS). In the 2021 Census, 10,535 (4.1%) of people in Parramatta reported a need for assistance with core activities, while 19,163 (9.1%) people indicated they provided unpaid care for a person with disability, long-term illness or old age. A significant proportion of people with disability are estimated to have hidden disabilities, such as deafness, neurological conditions, cognitive impairment, and chronic pain.

If the City of Parramatta was a village of 100 people:

Please note: While there is no recent localised data available for people with disability living in Parramatta, the below presents the above national data as an estimate for Parramatta.

21 out of 100 people would have visible and /or hidden disabilities

4 out of 100 people would require assistance with core activities

9 out of 100 people would be carers

EXPERIENCES OF PEOPLE WITH DISABILITY

Council recognises that people with disability are as diverse as the general population, including abilities and form of disability. This diversity is also reflected in opportunities for cultural, economic and social participation and the benefits associated with these.

Some people with disability may experience few or no barriers to participation, while others may face significant challenges. The statements below reflect the average experiences and perceptions across people with disability and will not describe the circumstances of each individual.

Compared to people without disability, people with disability are more likely to:

- Earn a lower income
- Be unemployed
- Face discrimination and harassment in the workplace
- Live in social housing
- Rely on assistive technology for every-day life
- Feel the impacts of social isolation (P)
- Feel the impacts of overwhelmed health services (P)
- Suffer the impacts of chronic illness (P)
- Suffer the impacts of environmental damage (P)

Compared to people without disability, people with disability are less likely to:

- Be working full-time
- Hold a tertiary degree or advanced diploma
- Have access to internet services, specifically home broadband
- Feel safe walking alone day or night, or catching public transport (P)
- Attend community events if accessibility information is not provided (P)
- Feel like they are welcome and belong to the local community (P)

Note: Where (P) accompanies statements, data is sourced from local City of Parramatta 2024 and 2025 community surveys, and DIAP 2026–2030 community consultations. Data for other statements is derived from ABS 2021 Census and 2022 Survey of Disability, Ageing and Carers reports, and the 2025 Australian Digital Inclusion Index.

Strategic Context

Community Strategic Plan (CSP) 2025–2050

"At Parramatta: Local Heart, Global Outlook" is the foundation of our Community Strategic Plan 2025-2050, the highest-level plan Council prepares, guiding a City that is welcoming, inclusive, and forward-thinking.

DIAP AND COUNCIL PLANNING

Disability Inclusion Action Plans (DIAPs) sit within the Integrated Planning and Reporting (IP&R) framework (Figure 1). They influence the CSP and other Council strategies to deliver measurable change.

The CSP embeds the importance of accessibility and inclusion across its five strategic pillars: We all belong; We put people first; We are an economic powerhouse; We nurture our environment; We are future focused.

Three of the strategic pillars (below) also relate directly to DIAP aims, creating a strong alignment with our DIAP vision, "An accessible and inclusive Parramatta where people with visible and invisible disabilities can thrive and participate as equal community members."

Together, these Plans chart a path toward a City that celebrates diversity, removes barriers, and sets a benchmark for accessibility on the world stage.

DIAP AND KEY CSP PILLARS

We all belong

Parramatta embraces diversity, fostering inclusion so everyone feels they belong — regardless of ability, gender, family, background, or generation. The City celebrates each unique identity, creating a welcoming environment for all.

We put people first

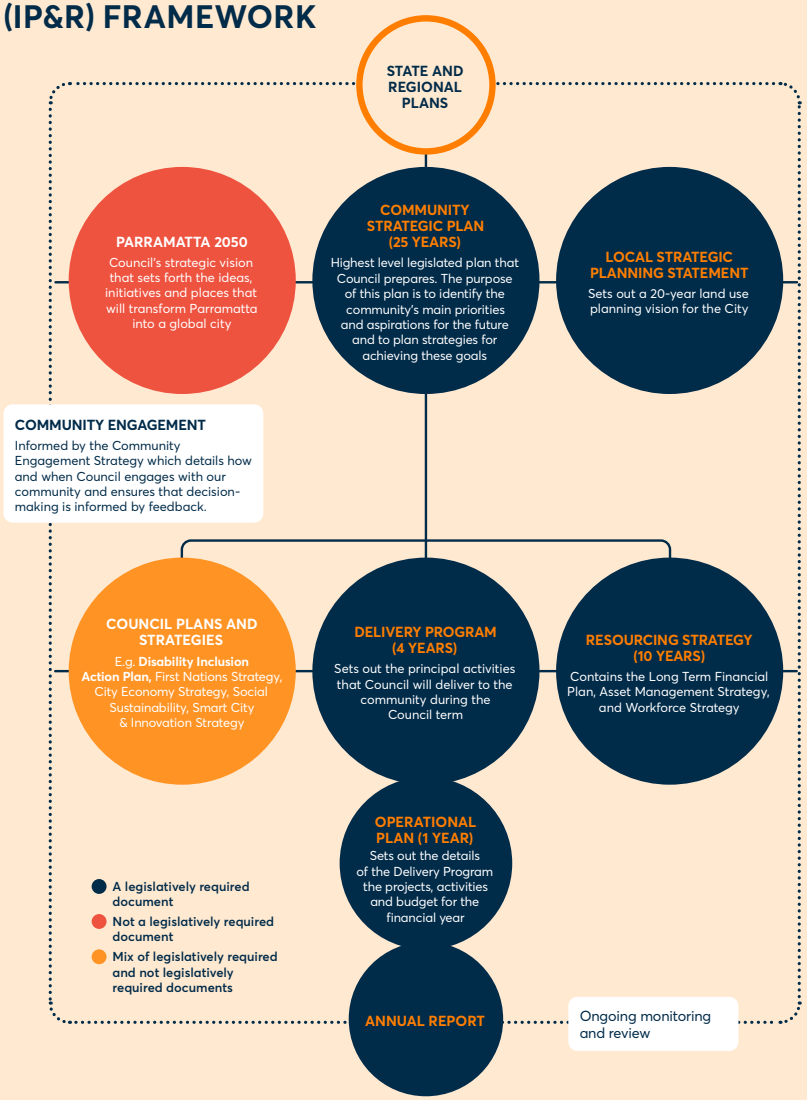
We prioritise equity, health, and inclusion by ensuring everyone can participate, access services, and feel safe. Our City's spaces and programs are designed to foster community connection, wellbeing, and ensure all residents thrive in a socially connected environment.

We are future focused

Parramatta is a forward-thinking City, ensuring strong transport connections locally and globally by advocating for integrated, safe, and efficient travel solutions that reduce congestion and benefit all users.

FIGURE 1

INTEGRATED PLANNING & REPORTING (IP&R) FRAMEWORK



DIAP 2022–2026 Progress

Since 2017, under our first and second DIAPs, Council has made significant progress on increasing internal capacity to fulfill our key role in creating an accessible and inclusive Parramatta.

While results are often not immediately visible, changes to Council planning, systems, processes, standards, policies and staff knowledge are the foundations for our future success and ability to lead by example. Below are some highlights of our second DIAP 2022–2026.

Commitment to Universal Design
— Council's Executive Team endorsed a Universal Design Position Statement (2025) expressing commitment to applying Universal Design Principles across Council operations, accompanied by education and tailored resources for staff.

Hidden Disabilities Sunflower
— Our Libraries, civic hub PHIVE, Childcare Centres, Parramatta Artist Studios, Riverside Theatre and Parramatta Aquatic Centre became registered as Sunflower Friendly sites, demonstrating our commitment to embedding inclusive customer service.

Website Redevelopment
— Our Council website was redeveloped and is now compliant with industry standards for web accessibility (WCAG) and provides an updated and dedicated 'People With Disability' webpage.

ASPECT Site Assessments
— Autism Spectrum Australia (ASPECT) conducted site assessments for Parramatta Aquatic Centre, PHIVE and Parramatta Branch Library, with substantial progress made on the resulting action plans addressing the recommendations for each site, including Visual Stories to assist visitors in planning and accessing services with confidence.

Disability Graphics
— Over 100 new images containing people with disability participating in community life around Parramatta were created for use across Council communications to increase representation of people with disability.

Accessible Playground Framework
— Using the NSW Government's Everyone Can Play principles to creating inclusive playspaces, Council developed a seven-element framework for evaluating, upgrading and delivering accessible playgrounds in Parramatta.

Workplace Adjustment Policy
— Council adopted a Workplace Adjustment Policy along with staff education in inclusive recruitment and adjustments to our recruitment processes to assist us in creating inclusive Council workplaces.

Left: Arthur Phillip Park Playground, photo by Flashpoint Labs for Disability Graphics Project 2024

Stakeholder Consultation

DEVELOPMENT OF COUNCIL'S DIAP 2026–2030 INVOLVED FIVE STAKEHOLDER CONSULTATION STAGES:

1

Stage One: Internal Review with DIAP 2022–2026 action owners to assess success, identify any actions resulting in new business-as-usual operations for Council, and considerations for DIAP 2026–2030.

2

Stage Two: Community Stakeholder Consultation with four key community stakeholder groups, including people with disability as the primary community stakeholder.

3

Stage Three: Staff Consultation over the results of the Community Stakeholder Consultation process with a review of proposed responses by a DIAP Reference Group.

4

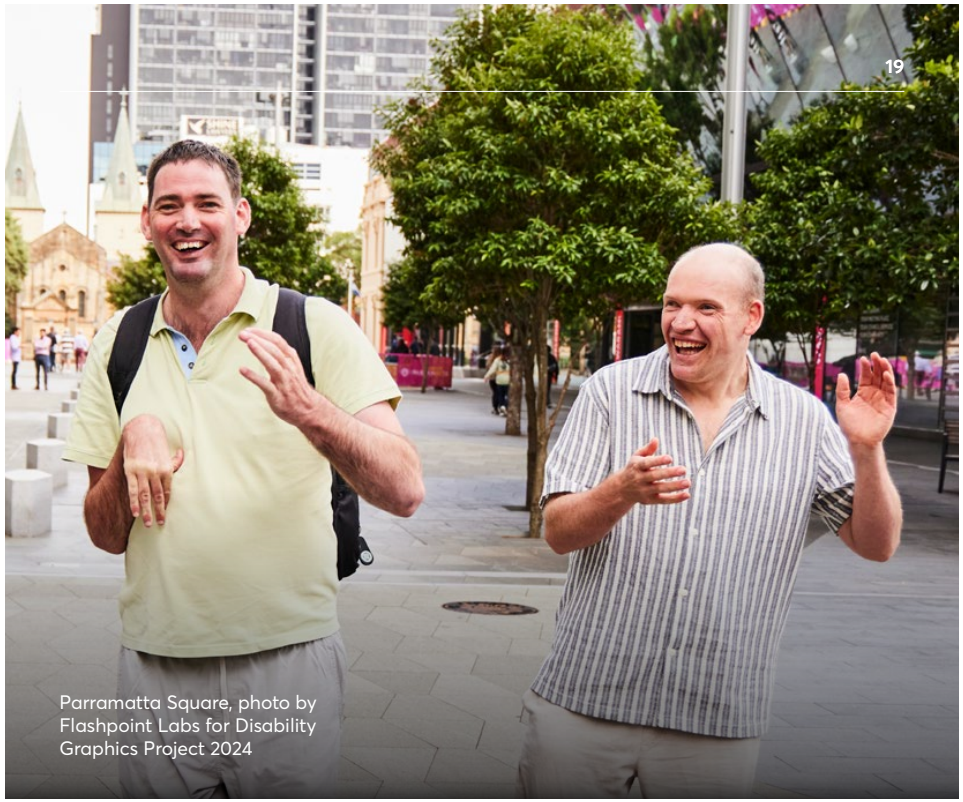
Stage Four: Council Consultation over the results of the Community Stakeholder and Staff Consultation Processes and Council's proposed responses, including draft DIAP 2026–2030 actions.

5

Stage Five: Public Exhibition for broader community feedback on the draft DIAP 2026–2030.

COMMUNITY STAKEHOLDERS AND CONSULTATION METHODS, JUNE–JULY 2025

Stakeholder	Consultation Method
Primary — People with disability, carers & family	Focus groups, interviews, targeted online (or phone) survey, online forum, digital submissions
Secondary — Peak bodies & advocacy groups	Interviews, targeted online (or phone) survey
Tertiary — Local disability service providers	Interviews, targeted online (or phone) survey
General Community (without disability)	Online (or phone) survey
Reference Group — People with disability, carers, service providers, peak bodies	Online meetings



Parramatta Square, photo by Flashpoint Labs for Disability Graphics Project 2024

PEOPLE WITH DISABILITY CONSULTATION PARTICIPANTS

The 105 community consultation participants with disability identified with a range of disabilities:

58% Physical	**30%** Psychosocial	**26%** Autism Spectrum / Neurodivergent
23% Sensory (e.g. vision or hearing loss)	**22%** Intellectual / Cognitive	**15%** Neurological
5% Acquired Brain Injury	**3%** Other	

Prince Alfred Park, photo by Flashpoint Labs for Disability Graphics Project 2024

Community Feedback

DIAP 2026–2030 was informed by the data and information gathered from the community consultation process. Our key community stakeholders expressed where Council and Parramatta are doing well and where to focus our attention to advance access and inclusion in Parramatta.

WHAT WE HEARD — GENERAL COMMUNITY FEEDBACK

- City of Parramatta is an inclusive and accessible place, with public spaces and services reflecting a commitment to meeting diverse needs.
- Consultation participants acknowledged the positive steps taken in making new buildings, public spaces and services more accessible.
- Council's DIAP vision statement should refer to people with both visible and invisible disabilities.

WHAT WE HEARD — KEY ISSUES FOR PEOPLE WITH DISABILITY

- Increased **community awareness** of disability and confidence in engaging with people with disability is needed, including amongst employers and services.
- **Accessibility criteria** grounded in Universal Design needs to inform planning and delivery of Council services and spaces.
- More **inclusive community events** and programming, accompanied by event accessibility information, is highly desired by the community.
- People with **service dogs** require specific considerations in the built environment for access and inclusion in Parramatta.
- **Better wayfinding** informed by Universal Design is needed, particularly within the Parramatta CBD.
- Limited **accessible car parking**, on and off-street, is creating barriers to accessing the Parramatta CBD and Lake Parramatta in particular.
- Construction and maintenance of **accessible and connected footpaths** is essential for safety and inclusion.
- Gaining employment is a significant challenge, and people with disability need channels for **work experience and inclusive employment across the community.**
- **Employer education and resources** are needed to increase inclusive recruitment practices and create supportive work environments for people with disability.
- Council needs to ensure it provides an **accessible website**, offering ease of navigation and a dedicated page for people with disability.

2026–2030 Key Actions

Note: Council has developed responses to all key issues and recommendations raised by our community stakeholders. New action-based responses are listed in the table below. Responses that describe recent actions and business-as-usual activities addressing community concerns can be found on the dedicated DIAP webpage: **www.cityofparramatta.nsw.gov.au/disability-inclusion-action-plan**

FOCUS AREA 1 — Developing Positive Community Attitudes and Behaviours

COMMUNITY ISSUE	ACTION	DIAP INTENDED OUTCOME	COUNCIL TEAM
Need for more disability awareness education & visibility of People with Disability, with a particular concern for hidden disabilities.	Deliver targeted community education campaigns to increase awareness, understanding and confidence in engaging with people with disability, including hidden disabilities, and promote inclusion in key aspects of community life, using authentic voices and images.	Council provides resources, education and encouragement to foster inclusive practices across the community.	Community Capacity Building

FOCUS AREA 2 — Creating Liveable Communities

COMMUNITY ISSUE	ACTION	DIAP INTENDED OUTCOME	COUNCIL TEAM
Absence of designated relief areas for service dogs (Parramatta CBD).	Identify a suitable location and plan to pilot a designated relief area for service dogs in the Parramatta CBD.	Council places, facilities and services are accessible and inclusive for people with disability.	CBD Improvement Projects
Limited accessible car parking, on and off-street, creating barriers to accessing the Parramatta CBD and Lake Parramatta in particular.	Increase the availability of accessible on-street parking and drop-off zones across City of Parramatta by reconfiguring the time limits and locations of existing accessible parking spaces, and reallocating general parking spaces in high-demand areas to create additional accessible parking spaces, thereby improving access to city services for people with disabilities.	Council places, facilities and services are accessible and inclusive for people with disability.	Traffic and Transport
	Expand accessible parking and drop-off zones in City of Parramatta CBD off-street parking facilities through reconfiguration of current spaces and inclusion in new plans to improve accessibility of the CBD.	Council places, facilities and services are accessible and inclusive for people with disability.	CBD Improvement Projects

FOCUS AREA 2 — Creating Liveable Communities *continued*

COMMUNITY ISSUE	ACTION	DIAP INTENDED OUTCOME	COUNCIL TEAM
Desire for more inclusive community events, programs & initiatives: Staff training; internal toolkit; standard review process; provision of accessibility information; inclusion of quiet spaces.	Embed Council's Accessible Events checklist in the risk assessment process for every (major) event and festival to deliver accessible and inclusive events.	Council places, facilities and services are accessible and inclusive for people with disability.	Events and Festivals
	Embed consideration for a low-sensory space (quiet space of retreat) in every festival and large-scale event and provide information in event marketing and communications.	Council places, facilities and services are accessible and inclusive for people with disability.	Events and Festivals
	Provide accessibility information communicating accessible features for every event and major festival, and this is promoted in event marketing and communications, to assist people with disability and carers in planning their attendance.	Council places, facilities and services are accessible and inclusive for people with disability.	Events and Festivals
	Communication and marketing for Council major events will promote information on provisions for Accessibility when available, to assist people with disability to plan attendance and participation.	Council places, facilities and services are accessible and inclusive for people with disability.	Marketing and Brand
	Provide the wider community with education resources for delivering accessible and inclusive events, to support inclusion of people with disability in community-based events.	Council provides resources, education and encouragement to foster inclusive practices across the community.	Community Capacity Building
	Deliver a four-year series of tailored programs and opportunities at the Parramatta Aquatic Centre for people with disabilities, to enhance inclusivity and accessibility, while supporting improved health, wellbeing, and social inclusion.	Council places, facilities and services are accessible and inclusive for people with disability.	Community Capacity Building
A need for better navigation and wayfinding, informed by Universal Design, particularly within the Parramatta CBD.	Implement the updated wayfinding strategy (2026) incorporating principles of Universal Design, to increase accessibility across the City of Parramatta's CBD and major precincts.	Council places, facilities and services are accessible and inclusive for people with disability.	Neighbourhood Projects
Need for play spaces throughout the Local Government Area that are accessible and inclusive and grounded on the NSW Government's Everyone Can Play principles.	Implement Council's Accessible Playground Framework to increase the number and variety of inclusive play spaces in the City of Parramatta through the renewal of existing or creation of new play spaces.	Council places, facilities and services are accessible and inclusive for people with disability.	Parks and Open Spaces

FOCUS AREA 3 — Supporting Access to Meaningful Employment

COMMUNITY ISSUE	ACTION	DIAP INTENDED OUTCOME	COUNCIL TEAM
Recommendation for dedicated work experience and employment channels: Within Council and in partnership with local businesses; dedicated online inclusive employment opportunity hub.	Scope and secure funding for a short illustrated film about working at City of Parramatta Council, focusing on accessibility and inclusion, to help showcase our inclusive workplace culture and encourage people with disability to see Council as an employer of choice and apply for advertised positions.	Council is an inclusive workplace, where people with disability can grow and progress.	Organisational Development
	Council's Social Enterprise page will include information on organisations that support people with disability in obtaining work experience, securing and maintaining employment, such as Work Integrated Social Enterprises (WISEs), to assist people with disability seeking this support.	Council promotes support for inclusion and diversity across the community.	Community Capacity Building

FOCUS AREA 4 — Improved Systems and Processes for Accessing Information and Services

COMMUNITY ISSUE	ACTION	DIAP INTENDED OUTCOME	COUNCIL TEAM
Social media & email are an effective way to connect and encourage participation of the disability community: Increase the use of social media channels; launch a quarterly Disability Newsletter; disability area of interest in Council's subscription preferences.	Council will explore ways to promote information on accessibility through various channels including electronic community newsletters, for people with disability to quickly discern items of specific relevance to the disability community.	Council systems and processes are accessible and user-friendly for staff and community.	Marketing and Brand

DISABILITY SERVICE SECTOR CAPACITY BUILDING

COMMUNITY ISSUE	ACTION	DIAP INTENDED OUTCOME	COUNCIL TEAM
Disconnection between service providers /advocacy groups and City of Parramatta:	Deliver a Disability Service Provider Forum to identify sector capacity building needs, opportunities for collaboration, and resource the sector with information on Council services and connection points.	Council provides resources, education and encouragement to foster inclusive practices across the community.	Community Capacity Building

Accountability

The Disability Inclusion Action Plan 2026–2030 was endorsed by Council following Public Exhibition in 2026 and submitted to the NSW Government.

This document marks the first step in meeting Council's legislated obligations and fulfilling our commitment to the Vision Statement under this Plan. To ensure accountability and successful delivery of the Plan's intended outcomes, Council will implement a three-part performance management and reporting structure throughout the life of the Plan.

ACTION KEY PERFORMANCE INDICATORS

In addition to set timeframes, each action in the Plan has one or more indicators that define progress and success for the action. They will be used to monitor and evaluate the performance of each action.

PROGRESS REPORTING

As a legislated requirement, Council will complete and submit annual progress reports and an end-of-term report to the NSW Department of Communities and Justice.

To enable Council to monitor progress on the Plan and report to both the NSW Government and Parramatta community:

- Each action owner will complete progress reports every six months.
- Following this, every six months an internal DIAP Action Group will review a collated progress report on the Plan, with the opportunity to address any delivery challenges.
- Every six months, Council will provide the community a high-level update on overall progress of the Plan (as a percentage of the whole Plan).
- Once a year, Council will provide the community a detailed update on progress of the Plan, including completed actions.
- On completion of the Plan, Council will provide the community an end-of-term report.

DIAP PERFORMANCE INDICATORS

Council has identified and developed a range of outcome-based indicators to measure progress towards the Vision Statement over successive DIAPs. The indicators cover all four focus areas and may be added to over time as new indicators are developed.

In addition to direct DIAP community consultation processes, Council will also use these indicators to inform development of services and future DIAP actions.

Examples of DIAP Performance Indicators include:

- *People with disability feel that they belong in the local community.* (Council's biennial Our City My Life survey)
- *People with disability believe that our City welcomes and supports people of all abilities to access Council services and participate in community life.* (Council's biennial Our City My Life survey)
- *People with disability believe that Council provides services and facilities that are inclusive and accessible.* (Council's annual Community Satisfaction Survey)
- *Employees with disability perceive Council as a work environment that welcomes diversity.* (Council's annual internal Diversity, Equity and Inclusion staff survey)
- *People with disability are satisfied with Council's digital services and provision of information.* (Council's annual Community Satisfaction Survey)

PLACEHOLDER QR CODE

WHERE TO FIND DIAP PROGRESS REPORTS AND UPDATES

Council maintains a dedicated Disability Inclusion Action Plan webpage on the Council website. For all DIAP-related information including community progress reports, enter the following address into your internet browser: **www.cityofparramatta.nsw.gov.au/disability-inclusion-action-plan** or scan the QR Code to the left.

Lennox Bridge, Parramatta River, photo by Flashpoint Labs for Disability Graphics Project 2024

Address:	**9 Wentworth St, Parramatta** **PO Box 32, Parramatta NSW, 2124**
Phone:	**1300 617 058**
Email:	**council@cityofparramatta.nsw.gov.au**
Web:	**cityofparramatta.nsw.gov.au**
Social:	**@cityofparramatta**
	@cityofparramatta
	City of Parramatta

For non-English speakers, phone interpretation services are available via TIS National on 131 450.

KOREAN

본 소식지와 관련해 통역 지원이 필요하신 경우, TIS (131 450)에 전화하여 Parramatta Customer Service (9806 5050)를 연결해 달라고 요청하시면 됩니다. 업무시간은 월요일에서 금요일,오전 8시 30분부터 오후 5시까지입니다.

CHINESE

如果你需要翻译协助阅读这份新闻简报，请联系 TIS，电话131 450，要求他们代表你接通巴拉玛打市议会顾客服务处，电话 9806 5050。顾客服务处的工作时间是每星期一至星期五，上午8:30至下午5:00。

ARABIC

إذا كنت بحاجة للمساعدة في ترجمة هذه النشرة، اتصل بـ TIS على الرقم 131 450 واطلب منهم الاتصال نيابة عنك بخدمة زبائن باراماتا على الرقم 9806 5050 من الاثنين إلى الجمعة بين الساعة 8:30 صباحاً و 5:00 مساءً.

HINDI

यदि आपको यह सूचना-पत्र समझने में सहायता चाहिए तो कृपया TIS को 131 450 पर फ़ोन करें और उनसे कहें कि आपकी तरफ़ से पैरामाटा कस्टमर सर्विस को 9806 5050 पर फ़ोन करें। यह सेवा सोमवार से शुक्रवार, सुबह 8.30 बजे से शाम 5.00 तक उपलब्ध है।

DRAFT

Disability Inclusion Action Plan 2026–2030

CITY OF PARRAMATTA

cityofparramatta.nsw.gov.au

Draft Disability Inclusion Action Plan (DIAP) 2026-2030:

Summary of Stakeholder Engagement and Consultation

NSW Legislation – Disability Inclusion Act 2014

NSW Legislation sets requirements for public authorities including Local Governments to create rolling 4-year Disability Inclusion Action Plans (DIAPs):

- Defined principles.
- Defined engagement requirements, including key stakeholders and focus on **lived experience**.
- Defined outcome (focus) areas for strategies and actions, to operationalise the principles of the Act.
- Defined monitoring and reporting requirements, including to the Minister, Department and to community.

Community Engagement

Key community stakeholders & consultation channels

Stakeholder	Consultation Method
Primary (People with Disability, carers)	Focus groups, interviews, surveys, online forum/s, digital submissions
Secondary (Peak bodies & advocacy groups)	Interviews, targeted online survey
Tertiary (Local disability service providers)	Interviews, targeted online survey
General Community	Online survey (Participate Parramatta Panel etc.)

Community Engagement

Consultations

Date	Stakeholder
Online Survey: 12 June-15July, 2025	Community – All (**113**: PWD, carers, & family members; sector workers; community members)
Focus Groups: 28 June, 2025 (2); 1 July, 2025 (2)	PWD, their carers & family members **(17)**
Interviews and Vox Pops: 28 June -5 July, 2025	Disability support & advocacy organisations **(22)**
Online Discussion Forum: 6-8 July, 2025	PWD, their carers a& family members **(32)**
28 & 29 October, 2025	DIAP 2026-2030 Reference Group: PWD, carers, representative of local (non-profit) service providers and advocacy organisations

Community Engagement

Stakeholder consultation data (noting group crossover)

Stakeholder Group		**# People who identified**
Primary	People with Disability	105
Primary	Carer	41
Primary	Family Member or Friend	49
Secondary	Advocacy Groups & Representatives	20
Tertiary	Local Service Providers & Government Providers	25
Community	Wider Community Members (no disability)	14

Community Engagement

Stakeholder consultation data (noting group crossover)

People with Disability - Data	**% People who identified**
Physical (e.g. mobility impairment, fine motor skills impairment, chronic pain)	58%
Psychosocial (e.g. anxiety, depression, behavioural difficulties)	30%
Neurological (e.g. seizures, migraines, paralysis)	15%
Sensory (e.g. vision loss, hearing loss, speech impairment)	23%
Intellectual / Cognitive (e.g. difficulty learning, remembering or understanding)	22%
Autism Spectrum / Neurodivergent	26%
Acquired Brain Injury	5%
Other	3%

ET Briefing December 2025

6

CoP DIAP Vision Statement

Current:

"An accessible and inclusive Parramatta where people with disability can develop their potential and participate in community life as equal community members."

Proposed:

"An accessible and inclusive Parramatta where people with visible and invisible disabilities can thrive and participate as equal community members."

General community feedback

- **City of Parramatta is an inclusive and accessible place**, with public spaces and services reflecting a commitment to meeting diverse needs.
- Participants acknowledged the **positive steps taken in making newer buildings and public spaces more accessible.**
- Community connection and inclusion were described as being shaped by **how people with disability are treated (respect, empathy, attitude, & understanding) and physical access.**
- **Gaining employment remains a significant challenge** for people with disability.

Key issues/recommendations & CoP responses

Focus Area 1: Changing Community Attitudes and Behaviours		
Issue/Recommendation		
Need for more Disability Awareness (Education) & Visibility of People with Disability	Partner with local schools to integrate disability awareness into the curriculum.	The Hidden Disabilities Sunflower Program is well regarded and community would like to see it expanded more.
Host an annual Disability Pride event to showcase the talents, achievements, and contributions of people with disability.		

Focus Area 2: Creating Liveable Communities		
Issue/Recommendation		
Absence of Designated Relief Areas for Service Dogs (CBD).	**Infrastructure upgrades and accessible car parking, with Lake Parramatta and car parks identified as least accessible.**	**Desire for More Inclusive Community Events, Programs & Initiatives:** Staff Training; internal toolkit; standard review process; accessibility information, quiet spaces.
Better navigation and wayfinding, particularly within the Parramatta CBD.	**Adopt clear set of accessibility criteria, grounded in universal design principles, to guide the planning and delivery of all council-run and supported events, programs, and public spaces, and promote publicly.**	**Light Rail crossings and paths of travel:** Service dog safety around light Rail; bus-stop accessibility; uneven paths of travel.
Introduce help buttons or staffed information points in key community locations to provide immediate support or directions.		

Focus Area 3: Access to Meaningful Employment		
Issue/Recommendation		
Dedicated Work Experience and Employment Channels: Within Council and in partnership with local businesses; dedicated online inclusive employment opportunity hub.	**Employer education and supportive work environments, to reduce stigma and improve inclusion.**	**Update Council's own recruitment policies with measurable targets for employing people with disability.**
Provide, or partner with local service providers to deliver, tailored training programs for job seekers with disability.	**Deliver training and resources for employers on employing staff with disability.**	**Actively Celebrate and Acknowledge Disability Friendly Workplaces across the LGA.**

Focus Area 4: Improved Systems and Processes for Accessing Information and Services	
Issue/Recommendation	
Social Media & Email is an effective way to connect and encourage participation from the disability community: Increase the use of social media channels; launch a quarterly Disability Newsletter; disability area of interest in Council's subscription preferences.	**Difficulty Accessing Disability-Related Information on Council Website:** Website navigation; a clearly marked Disability tab.

Disability Services	
Issue/Recommendation	
Disconnection between Service Providers/ Advocacy Groups and City of Parramatta: Stronger partnerships; reinstate a council-facilitated forum.	**Support Grassroots Initiatives through Grants:** Small grants with simple application process; include capacity-building support, provide long-term funding.

Item 12.9 - Public Exhibition Draft DIAP 2026-2030: Attachment 3 – Draft DIAP 2026-2030 Consultation Responses

Focus Area 1: Changing Attitudes and Behaviours		
Issues & Recommendations (Consultation feedback - summarised)	**DIAP 2026-2030 Proposed Actions**	**Additional Responses (current DIAP actions, BAU etc)**
Need for more Disability Awareness & Visibility of People with Disability: • Need for Community-wide Disability Education: Develop and deliver targeted awareness programs for the public, local businesses, service providers, and council staff to challenge misconceptions, promote genuine inclusion, and normalise disability as part of everyday community life. • Hesitancy is the most commonly perceived attitude towards disability/people with disability. • Increase visibility of people with disability as spokespeople and ambassadors in council communications, media campaigns, and public events, ensuring authentic voices lead the conversation.	**1.** Deliver targeted community education campaigns to increase awareness, understanding and confidence in engaging with people with disability, including hidden disabilities, and promote inclusion in key aspects of community life, using authentic voices and images. **(Community Capacity Building, Community & Culture)**	• Related internal staff education campaigns will be delivered in alignment with external community education campaigns under DIAP 2026-2030 to promote inclusion in the workforce and in service delivery. • Council created over 100 unique, local and authentic images of people with disability participating in community life under DIAP 2022-2026 as the initial stock for an inclusive media library to support aim of 1 in 20 images (5%) containing people with disability, and have contributed to 3x increase (4.3% from 1.7%) in images containing people with disability across Council communications, including strategy documents, the Council websites, and marketing collateral. • Council's Marketing and Communications is seeking to utilise and promote use of inclusive images across Council communications to increase visibility and sense of belonging of people with disability. • An internal media image library is to be delivered in 2025/2026 which will include an inclusive images stream.
School engagement programs: Partner with local schools to integrate disability awareness into the curriculum, highlighting both visible and invisible disabilities, and fostering empathy and raising awareness from a young age.	NIL	• School curriculums are determined by the NSW Government, and Council is not involved in curriculum development services or in-school community education programs. Council's reach to children and young people to raise awareness, understanding and confidence in relation to inclusion of people with disability will primarily be delivered through broader community education campaigns under DIAP 2026-2030, and indirectly to children through parents and carers.

		• As Council is aware of the need for early engagement, Council encourages delivery of school -based engagement programs like Variety's Just Like You Program, particularly through supporting promotion and application to Council's Community Grants Program to address this need.
The Hidden Disabilities Sunflower Program is well recognised and regarded as a positive, practical way to signal non-visible disabilities, enabling more understanding and supportive interactions and community would like to see it expanded more.	NIL	• Council Childcare Centres, Library Branches, Parramatta Aquatic Centre, PHIVE and Parramatta Artist Studios became registered Sunflower Friendly sites through the international Hidden Disabilities Sunflower program under DIAP 2026-2030. City of Parramatta's leadership in this area has led to other Local Governments seeking our advice on how to roll out the program and Council supplying guidance and in-house developed resources. • Council understands that the community has less understanding of hidden disabilities and will be seeking to ensure this is addressed in community education campaigns delivered under DIAP 2026-2030.
Host an annual Disability Pride event to showcase the talents, achievements, and contributions of people with disability, building pride and community connection.	NIL	• Council understands the desire of members and groups of the disability community to participate in and attend dedicated events for people with disability. Through Riverside's Beyond the Square program, Council supports the development and showcasing of performer arts talent for people with disability, with a program workshops, small and annual performances. • Council also supports community organisations to deliver local events through a Community Events Grant Program, which is open to applications from non-profit organisations to achieve their specific community objectives and assists Council in achieving broader community outcomes addressing diverse needs and communities.
Focus Area 2: Creating Liveable Communities		
Issues & Recommendations (Consultation feedback - summarised)	**DIAP 2026-2030 Proposed Actions**	**Additional descriptive responses**
Council-wide Accessibility and Universal Design Standards: Develop and adopt a clear	NIL	• Council committed to the principles of Universal Design across Council business in 2025, and the statement of commitment along

set of accessibility criteria, grounded in universal design principles, to guide the planning and delivery of all council-run and supported events, programs, and public spaces. These standards should go beyond minimum compliance to proactively create environments and experiences that are usable and welcoming for people of all ages, abilities, and backgrounds. Promote the standards publicly so residents and visitors know what to expect, and embed them into procurement, event approvals, and infrastructure planning to ensure accessibility is considered from the outset, not as an afterthought.		with a description of the Principles is available on Council's website. This commitment came with provision of staff training, education resources and guides to assist staff in implementing Universal Design Principles in their work. Under the DIAP 2017-2022, Council established a permanent Universal Design and Access Officer role, which continues to provide advice and guidance to both Council officers and on major development applications in the Parramatta LGA, as well as training to the organisation. • Under DIAP 2022-2026, Council created an Accessible Playground Framework with seven elements defining an accessible playground. The framework built on the NSW Government's "Everyone can play" principles. An audit of all playground across the LGA was conducted and accessible playgrounds were identified according to the Framework. Information for Accessible Playgrounds along with the Framework is available on Council's Website, and Council is using the Framework and Audit to continue upgrading playgrounds and in planning future playgrounds. • Riverside - Riverside's redevelopment embeds Universal Design to deliver equitable access for artists, audiences and staff with disability. The building provides step-free movement across the precinct. Wheelchair and companion seating is dispersed at all price points. Back-of-house routes are accessible, with lifts to all levels. Facilities include an adult-change room and low-height service counters. Wayfinding uses tactile indicators and high-contrast signage. All venues are fitted for assistive listening, captioning and audio description and a quiet room is included in the design. These measures have been developed alongside Designing with Country and Dharug-led consultation. Riverside's future programming will reflect this commitment. Seasons will balance major musicals and commercial works with new Australian stories led by the National Theatre of Parramatta, touring co-productions, and year-round family and education activity. Each season will include relaxed, Auslan-interpreted,

		captioned and audio-described performances, sensory-friendly sessions, affordable access tickets, and community participation opportunities.
Absence of Designated Relief Areas for Service Dogs: Some members said that there was a lack of designated relief areas for service dogs, which created practical difficulties and reduced their ability to participate in community life.	**2.** Identify a suitable location and plan to pilot a designated relief area for service dogs in the Parramatta CBD. **(CBD Improvement Projects, City Services & Projects)**	NIL
Light Rail crossings and paths of travel: • **Service dog issues around light Rail:** An issue raised in several interviews and focus groups was the lack of a raised kerb at light rail crossings. This design makes it difficult for service dogs to detect a surface change and recognise the need to stop. Service dogs often continue walking across the tracks, which has resulted in several near-miss incidents within the community. Feedback emphasised the need for design changes to improve safety for people who rely on guide or assistance dogs. • **Uneven pathways in Parramatta were a concern:** highlighted concerns about tree roots causing pavers to lift in various locations. This creates uneven and hazardous walking surfaces, posing a particular risk for people with mobility challenges, wheelchair users, and those with low vision.	NIL	• The City of Parramatta maintains almost 900 kilometres of existing footpaths, and has ongoing footpath renewal and maintenance programs to address degradation and safety hazards. The programs identify priority footpath works according to community needs and are planned in consideration of existing budgets and resources to deliver the programs. Repairs are planned in response to service requests from residents or through Council Officers. Council also undertakes an audit of the entire footpath network every three (3) years. Maintenance programs are funded through annual operational budgets. For new footpath construction, including replacement of old footpaths, Council seeks the support of Federal Government grants to fund the delivery of this expensive service for local governments. • Under the first DIAP 2017-2022, Council embedded the principle and goal that at least one side of every street should have a footpath, and as of December 2025, Council delivered on this goal. New footpath construction must be delivered according to current standards, and the scope and budget of works can increase significantly when the addition of curb ramps and wider footpaths are required under current standards. • When undertaking footpath construction, Council also works to ensure that the new footpath is not displaced by tree roots, using materials and methods to protect roots and maintain safe pedestrian access. New footpath construction includes connecting pathways between existing footpaths and public

		transport access points, such as bus stops, where Council shares asset ownership. • While Council owns the land, bus shelters in the City of Parramatta LGA are installed and maintained by private advertising companies under contract with Council. Not all bus-stops across the LGA can accommodate shelters due to site constraints, such as footpath width and fixed under-ground services. Council is prioritising the progressive upgrade of all bus tops to meet minimum accessibility standards under the Disability Standards for Accessible Public Transport. While the Standards do not require shelters, where feasible, Council relies on contributions from third parties such as development contributions to install new shelters, due to the capital funding required. • Council's ownership and management of footpaths is also constrained by NSW Government owned and managed assets, such as light rail lines and light signal pedestrian crossings. For the light rail, the NSW Government owns and manages all assets leading up to the footpath itself not just the light rail infrastructure, such as the roads, gutters and curbs (or no curbs). Surface tactiles, kerbs and ramps at these locations are determined by the NSW Government. During the design phase for Light Rail Stage 1, COPC strongly advocated for DDA compliance, and the Human Factor Safety workshops and report by TFNSW did not raise or foreshadow the issue of service dogs at crossings with no kerbs. Council has advocated for changes to the design of the Light Rail Stage Two to increase safety, particularly in the Parramatta CBD, due to the hazards Stage One presents to pedestrians, particularly the vision impaired. Advocacy included changes to ground tactile installation and contrast, and consideration for raised kerbs in the designs. In 2026, Council ensured bollards located at Light Rail stage One pedestrian crossing were decorated with standard hazard warnings, particularly targeting people with limited vision.

		• The Community is Council's key partner in identifying and informing Council of hazardous footpath conditions, or where the construction of new footpaths is required. When planning works, Council uses a ranking system that takes into account safety, state of disrepair and works needed, and the nature of community need. Services requests submitted by Community members play a vital role in this ranking system. As part of this system, it is essential for community members including people with disability or their carers to not only submit service requests when faced with unsafe conditions or access barriers, but to also include if they are a person with disability, so that Council knows the hazard presents a greater challenge or risk to personal safety.
Infrastructure upgrades and accessible car parking: • **Need for more accessible parking:** Participants raised many concerns about the lack of accessible parking across Parramatta. People with disabilities and their support workers often struggle to find parking close to key locations. In particular, there is a shortage of spaces that can accommodate specialised or modified vehicles, such as taller vans, making access to some areas difficult or impractical. Addressing these gaps was seen as essential to improving mobility and inclusion across the city. • **Review infrastructure for upgrades:** Review and improve physical infrastructure such as kerbs, ramps, public toilets, number of disability car parks, more public seating and public pathways to meet universal design principles. • **Lake Parramatta & car parks identified as least accessible:** Participants commonly	**3.** Increase the availability of accessible on-street parking and drop-off zones across City of Parramatta by reconfiguring the time limits and locations of existing accessible parking spaces, and reallocating general parking spaces in high-demand areas to create additional accessible parking spaces, thereby improving access to city services for people with disabilities. **(Traffic & Transport, City Planning & Design)** **4.** Expand accessible parking and drop-off zones in City of Parramatta CBD off-street parking facilities through reconfiguration of current spaces and inclusion in new plans to improve accessibility of the CBD.	• City of Parramatta has an ambitious long-term investment program in public walking and cycling connections. Projects under the program are planned to contribute to the growing active transport network across the LGA and to enhance the accessibility and amenity of each public open space they are located. As a program, they will deliver new connections, wider pathways, improved route gradients, better public lighting, areas of pause and respite, increased tree canopy, and incorporate supporting infrastructure, such as handrails, drinking fountains, wayfinding and tactile indicators. Focus areas of the current program include: ○ Civic Link at the City Centre, a planned walking and cycling link between Parramatta Square and Powerhouse Parramatta. Block 3, between Phillip Street and George Street, will be delivered in 2026-2027. Designs include places to pause, new wide pavement with shore-lining provision, seating that meanders throughout the site, a non-paid dining table area suitable for wheelchair access, and sensory play opportunities amongst plantings. ○ River Foreshore paths both inside and outside the CBD, including the Western River Precinct Connections due to be completed in 2028 and the Duck River Nature Trail, also planned for completion in 2028.

cited Lake Parramatta and Council-managed car parks as areas with poor accessibility. Concerns included uneven footpaths, lack of seating and ramps, poorly located accessible toilets, and limited accessible parking.	**(CBD Improvement Projects, City Services & Projects)**	• An access map for Lake Parramatta visitor areas will be made available in 2026, identifying existing accessible facilities, car parking and paths of travel, to assist people with disability and their carers to plan and manage a visit to the Lake. • Council is currently revising the Lake Parramatta Reserve Plan of Management. This includes a comprehensive site analysis to identify opportunities and constraints including access and circulation in the existing visitor precinct, facilities and amenities, recreation (active & passive), safety and security. For the large scale capital works likely to be recommended, Council is reliant on external funding and is actively seeking grant funding opportunities to implement a revised Plan. Council acknowledges that Lake Parramatta is popular for all community members and hopes to improve the facilities at Lake Parramatta Reserve as funding becomes available
Better navigation and wayfinding: Install high-contrast, tactile, and braille signage across public areas, particularly within the Parramatta CBD, to support people with low vision and improve navigation for all. Enhance general wayfinding systems with clear, consistent visual cues, maps, and directional markers. Where possible, work with relevant transport authorities to improve signage visibility and accessibility for public transport services.	**5.** Implement the updated wayfinding strategy (2026) incorporating principles of Universal Design, to increase accessibility across the City of Parramatta's CBD and major precincts. **(Neighbourhood Projects, City Services & Projects)**	Council's Wayfinding Strategy is being revised over 2025/2026, with Universal Design Principles incorporated into the framework for review and people with disability identified as key stakeholders. DIAP 2026-2030 incorporates the update of the Strategy based on the review's recommendations, a corresponding update of the Parramatta CBD wayfinding system, followed by expansion of the system to key precincts.
Assistance points: Introduce help buttons or staffed information points in key community locations to provide immediate support or directions.	NIL	Across City of Parramatta, key staffed public facilities have customer service desks and many have roaming customer service staff. Many new sites, both indoor and outdoor, also have digital kiosks including wayfinding assistance and services, and it is the intention of Council to introduce more of these. Three additional digital kiosks were added to the CBD under DIAP 2022-2026.
Desire for More Inclusive Community Events, Programs & Initiatives: People with disabilities want more opportunities to connect through	**6.** Embed Council's Accessible Events checklist in the risk assessment process for every	• Council created an in-house Accessible Events Checklist including details for accessibility requirements for all major events and festivals. This was developed by Council's Universal Design and

inclusive programs and events. Some prefer disability-specific gatherings, while others emphasise the need for all Council events to be as accessible or have planned accommodations. • Provide practical training for council teams particularly the Events Team, on how to make programs and spaces more inclusive. • Develop a practical internal toolkit for staff and event organisers to ensure accessibility is considered from the start of any project or event. • Implement a standard process for reviewing accessibility at events and services, similar to a risk management checklist. • Promote and ensure all Council event listings clearly describe accessibility features and supports available. • Need for more quiet spaces/ times within the Parramatta community or promotion of them when they are available. These areas are important for people with sensory sensitivities, including those with autism or anxiety.	(major) event and festival to deliver accessible and inclusive events. **(Events & Festivals, City Engagement & Experience)** **7.** Embed consideration for a low-sensory space (quiet space of retreat) in every festival and large scale event, and provide information in event marketing and communications. **(Events & Festivals, City Engagement & Experience)** **8.** Provide accessibility information communicating accessible features for every event and major festival, and this is promoted in event marketing and communications, to assist people with disability and carers in planning their attendance. **(Events & Festivals, City Engagement & Experience)** **9.** Communication and marketing for Council major events will promote information on provisions for Accessibility when available, to assist people with disability to plan attendance and participation. **(Marketing & Brand, City Engagement & Experience)**	Access Officer in partnership with the former Access Advisory Committee. • The Events and Festivals team continues to participate in-house and external training on planning and delivering events, including on use of the Accessible Events Checklist created by Council. • Under DIAP 2022-2026, Parramatta Library has introduced Auslan interpreted Story Time sessions, and will be seeking to expand this out to branches. The Library also delivers both inclusive programming as well as scheduled activities specifically for people with disability. Parramatta Library is also exploring provision of a quiet zone area in lieu of PHIVE and its facilities being unable to provide a dedicated quiet space at this time. • During redevelopment of Riverside Theatres (2025-2028), the inclusive Beyond the Square program continues to operate offsite from PHIVE, City of Parramatta's civic building in Parramatta Square, over 2026-2027.

	10. Provide the wider community with education resources for delivering accessible and inclusive events, to support inclusion of people with disability in community-based events. **(Community Capacity Building, Community & Culture)** **11.** Deliver a four-year series of tailored programs and opportunities at the Parramatta Aquatic Centre for people with disabilities, to enhance inclusivity and accessibility, while supporting improved health, wellbeing, and social inclusion. **(Community Capacity Building, Community & Culture)**	
Focus Area 3: Access to Meaningful Employment		
Issues & Recommendations (Consultation feedback - summarised)	**DIAP 2026-2030 Proposed Actions**	**Additional descriptive responses**
Employer education and work environments: • Employers need greater awareness to reduce stigma and improve inclusion. Better education on accessible recruitment practices and workplace adjustments, can help foster more supportive environments. • Supportive work environments make a difference [for inclusion and maintaining employment].	NIL	• Council's Recruitment and People & Culture teams have attended Inclusive Recruitment Training and an associated e-module will be made available to all hiring managers and recruitment panel members. Council offers Inclusive Leadership training is available to all leaders, and all staff have access to e-learning on Autism (delivered by ASPECT) and the Hidden Disabilities Sunflower program, which all staff are encouraged to watch even if not working at a Sunflower Friendly site and can volunteer as Sunflower Supporters in the workplace. • Internal staff education campaigns will be delivered to align with the external community education campaigns identified as an action under DIAP 2026-2030.

		• A Workplace Adjustment Policy and associated procedures were created under DIAP 2022-2026, which will be complemented by the Inclusive Leadership training for all hiring managers.
Dedicated Work Experience and Employment Channels: • Develop structured programs within Council and in partnership with local businesses to provide meaningful employment and work experience opportunities for people with disability. • Establish a dedicated online hub for people with disability that provides easy access to inclusive employment opportunities. This hub could feature job listings, internships, work experience programs, and employer resources.	**12.** Council's Social Enterprise page will include information on organisations that support people with disability in obtaining work experience, securing and maintaining employment, such as Work Integrated Social Enterprises (WISEs), to assist people with disability seeking this support. **(Community Capacity Building, Community & Culture)** **13.** Scope and secure funding for a short illustrated film about working at City of Parramatta Council, focusing on accessibility and inclusion, to help showcase our inclusive workplace culture and encourage people with disability to see Council as an employer of choice and apply for advertised positions. **(Organisational Development, People & Culture)**	• WISEs are social enterprises that provide paid work experience with the enterprise and pathways to mainstream external employment, with support to maintain stable employment. The model recognises and addresses the barriers experienced at every stage of employment disadvantaged individuals face, including people with disability. Under its Social Investment program, Council maintains connections with relevant social enterprises that can benefit communities in Parramatta. • Council aims to be an inclusive employer and ensure a diverse and inclusive workplace, with all employment-related opportunities being inclusive, and does not have identified positions for people with disability seeking work experience or employment. We are committed to making reasonable adjustments to provide a positive, barrier free recruitment process and supportive workplace, with employment and advancement opportunities open to all. • Council has a Work Experience Policy for student work placements that is under review, which will incorporate a DEI lens. Work experience placements are by individual teams according to this Policy, and we value our relationships with all community stakeholders that support successful work experience placements.
Inclusive employment policy: Update Council's own recruitment policies with measurable targets for employing people with disability and increasing representation internally.	NIL	• Council has a robust inclusive recruitment policy, with inclusion, diversity and belonging key to how City of Parramatta recruits new employees. • Council has an Equal Employment Opportunity Management Plan that speaks to all aspects of inclusion, including for people with disability, and is available through Council's website. Council, as

		with other organisations, is unable to set specific targets due to people with disability not required to disclose their disability during or after recruitment. While some people may disclose, either during recruitment or through Council's annual DEI staff survey, Council is unable to obtain an accurate measure on the number of employees with disability. To achieve a diverse workforce that represents our community, Council seeks to ensure we remove barriers to employment and creating a supportive and inclusive workplace, to attract and retain employees with disability.
Job Seeker support: Provide, or partner with local service providers to deliver, tailored training programs for people with disability on job application skills, interview preparation, and navigating employment pathways.	NIL	Local service providers have delivered job seeker skill building workshops through Libraries in the past, and Libraries are working with a local training provider to deliver a series of similar sessions.
Employer training and education: Deliver training, How-to guide and toolkits for employers on inclusive recruitment, workplace adjustments, and employing staff with disability.	NIL	• Several organisations across Australia and available locally offer training, resources and support for employers to provide inclusive recruitment practices and workplaces, including free services funded by the Australian Government and membership- based services and information on support for workplace adjustments. Council is exploring appropriate channels to share information on free and subsidised services. • Through the Community Grants Program, Council provides support for educational initiatives, delivered by or in partnership with local services, aiming to achieve community outcomes. Applications are open to non-profit organisations seeking to improve employment opportunities for people with disability.

Actively Celebrate and Acknowledge Disability Friendly Workplaces: Actively recognise and promote disability-friendly workplaces across the Parramatta LGA to celebrate inclusive practices, raise community awareness, and encourage other employers to adopt accessible and supportive workplace environments	NIL	There are national organisations running employer award programs, but Council notes direct awards are not widely publicised. The Australian Disability Network offers a national Access and Inclusion Index to measure and guide workplace inclusivity. Additionally, the Diversity Council Australia (DCA) also lists employers who have demonstrated strong inclusion practices through their Inclusion Work Index, serving as a similar recognition, and the Australian Human Rights Commission runs the IncludeAbility initiative to promote inclusive employment for people with disability. Council will be seeking to influence employer attitudes and workplaces through the targeted community education campaign to be delivered under DIAP 2026-2030.
Focus Area 4: Improved Systems and Processes for Accessing Information and Services		
Issues & Recommendations (Consultation feedback - summarised)	**DIAP 2026-2030 Proposed Actions**	**Additional descriptive responses**
Difficulty Accessing Disability-Related Information on Council Website: • Participants indicated that the City of Parramatta website is generally difficult to navigate, and it is difficult to find disability specific information. • Create a clearly marked Disability tab on the council website with information on services, events, and resources, including accessibility details for each.	NIL	• A dedicated page on accessibility has been renamed “People With Disability” and updated with additional links to relevant content on Council's website for people with disability, including information and items delivered under DIAP 2022-2026. • Under DIAP 2022-2026 and live in July 2025, Council's main website was redeveloped to current WCAG industry standard and our digital services team works according to guidelines on accessible content established under the Standards. • Following redevelopment of Council's website in 2025 to current industry standards under Web Content Accessibility Guidelines, Council is developing web content guidelines for staff that will outline accessibility requirements, to assist in maintaining compliance with the standards.
Social Media & Email is an effective way to connect and encourage participation from the disability community: • Increase the use of social media channels to share accessible, engaging, and consistent information about disability	**14.** Council will explore ways to promote information on accessibility through various channels including electronic community newsletters, for people with disability to quickly	• This information and advice has been shared with and noted by teams across Council who may need to communicate with the community about their programs and services, including Libraries, Major Events, Grants Teams, Parramatta Aquatic Centre, and community engagement site Participate Parramatta.

inclusion initiatives, events, and services. This includes using plain language, images, video content (with captions), and links to resources to improve reach and understanding. • Launch a quarterly Disability Newsletter (digital and accessible print formats) to share updates on events, programs, and opportunities. This could replace and expand the former Community Care newsletter. • Add disability as an area of interest in council's subscription preferences so residents can opt in for relevant information.	discern items of specific relevance to the disability community.**(Marketing & Brand, City Engagement & Experience)**	• Community Care provides service delivery on behalf of Council as a registered provider for both aged care and NDIS funding. Our existing Community Care magazine is sent to service recipients and is published online to celebrate these services and provide information on them to recipients. It does not serve as a specific disability / access information magazine and does not publish external articles/promote services, as it is understood that state and federal government coordinate key information, as well as relevant bodies in this space.
Disability Services Feedback and Responses		
Issues & Recommendations (Consultation feedback - summarised)	**DIAP 2026-2030 Proposed Actions**	**Additional descriptive responses**
Disconnection between Service Providers/ Advocacy Groups and City of Parramatta: • Disability service providers and advocacy groups expressed a need for stronger partnerships with the City of Parramatta. • Service providers had recommended that council reinstate a regular, council-facilitated forum, building on the model of the former Access Advisory Committee, to bring together people with disability, advocacy groups, service providers, and council representatives. The forum would meet quarterly to share updates, raise key issues, strengthen referral pathways, and co-design solutions, fostering ongoing dialogue, collaboration, and coordinated action across the disability sector in Parramatta.	**15.** Deliver a Disability Service Provider Forum to identify sector capacity building needs, opportunities for collaboration, and resource the sector with information on Council services and connection points. **(Community Capacity Building, Community & Culture)**	The former Access Community Advisory Committee membership of people with disability and expertise in disability access provided advice and feedback on plans, policy, services and asset designs regarding access for people with disability. Functions of this Committee are now shared by Panels under the new Advisory Panel structure adopted by Council in 2024. Under Council service models, City of Parramatta Council has not delivered or managed regular forums for the disability services sector, but instead has focused on promoting relevant resources and learning opportunities to develop sector capacity to meet the needs of people with disabilities according to current service standards.

Support Grassroots Initiatives through Grants: • Provide small, accessible grants to community groups and individuals to deliver disability-related events, projects, and awareness activities. • Simplify the application process to encourage participation from a wide range of community members, including those with lived experience of disability. • Design the grants program to include capacity-building support, mentoring, and follow-up evaluation to help initiatives succeed beyond their initial funding period, ensuring they have a lasting, positive impact within the community. • Organisations expressed concern that the current grant application process is highly competitive, with some noting that they spend a disproportionate amount of time applying for funding, time that could otherwise be spent supporting their clients and advancing their core mission. • Services suggested that grants should focus more on long-term funding to make sure programs can continue and have a lasting impact.	NIL	• Council recognises that smaller grants are often more desirable to local services as are usually more accessible grants. Council offers a Quarterly Grants program that offers a relatively low funding limit, includes a simpler application process, and is available all year round but assessed at quarterly intervals. Under our Grants Support Program, Council Officers continue to be available to support applicants with their applications and the successful implementation of their projects. The Grants Management team can utilise social marketing and other channels to promote awareness of these opportunities across the sector. • Council recognises the challenge some organisations have in allocating the time and resources to complete funding applications. We continually seek to simplify the application process without compromising Council's responsibility to make sound and responsible decisions about the allocation of public funds, which requires sufficient information about projects and applicants. Council undertakes annual reviews of its Community Grants Program and this feedback will be considered as part of the 2026 and thereafter program reviews.

REPORT NAME OCM26-33 Public Exhibition of Draft Planning Agreement Policy (Amendment 2)

REPORT OF Senior Project Officer

WORKSHOP DATE:

7 July 2025 and 23 July 2025

PURPOSE:

This report seeks Council's endorsement to publicly exhibit the draft Planning Agreements Policy (Amendment 2) 2026. The updated draft Policy aims to provide a strengthened framework for negotiating, executing, and administering planning agreements in the City of Parramatta.

RECOMMENDATION:

(a) That Council endorse the draft Planning Agreements Policy (Amendment 2) provided at Attachment 2, for the purposes of public exhibition, for a minimum of 28 days.

(b) That the Chief Executive Officer be delegated authority to make changes of a minor, administrative and/or non-policy nature to the Policy if required, in preparation for the public exhibition.

(c) That the outcome of the public exhibition be reported back to Council for consideration prior to finalisation of the amended policy.

BACKGROUND

1. In 2005 the *Environmental Planning & Assessment Act 1979* (EP&A Act) was amended to provide the mechanism for voluntary planning agreements (VPAs) to be lawfully entered into between a planning authority and a landowner.
2. The original Voluntary Planning Agreements Policy was adopted by the former Parramatta City Council in March 2008.
3. The Policy was updated in May 2016 following Council amalgamations and the formation of the current Council.
4. Amendment 1 to the Planning Agreements Policy was adopted in November 2018.
5. This Policy is due for review to ensure it remains fit for purpose, as planning agreements are a key mechanism for the delivery of public benefit from development proposals.

6. The draft Planning Agreements Policy (Amendment 2) 2026 (draft Policy) continues this progression, responding to current statutory and operational requirements. The draft Policy seeks to update the existing policy to align with current legislative requirements and best practice, providing clarity and consistency in the negotiation and management of planning agreements.
7. A working draft of the policy was referred to ICAC for its advice (provided at **Attachment 5**). The draft Policy has also been subject to external legal review (letter at **Attachment 6**). Council's external lawyers have also considered the advice from ICAC.
8. Supporting templates have been updated or introduced, including a Planning Agreement Template (**Attachment 3**), and an Infrastructure Services Delivery Plan Template (**Attachment 4**). A comparison table of the existing to proposed amended policy is provided at **Attachment 1**.

LEGISLATIVE FRAMEWORK

9. Planning agreements are governed by Part 7 of the EP&A Act, which provides the mechanism for planning agreements to be lawfully entered into. Section 7.4 of the EP&A Act outlines the requirements for planning agreements, including that they must be for a public purpose. Additionally, Sections 7.11 and 7.12 of the EP&A Act relate to development contributions, which planning agreements may supplement or replace, depending on the nature of the deliverables negotiated with the landowner.
10. Complementing the EP&A Act, Part 9 of the *Environmental Planning and Assessment Regulation 2021* (EP&A Regulation) outlines procedural and administrative requirements for planning agreements. This includes the prescribed form of agreements, mandatory public notice requirements, the preparation and content of explanatory notes, and the process for notification and exhibition to ensure transparency and community engagement.
11. Specifically, subclauses 203(6) and (7) of the EP&A Regulation mandate that councils must take into account any relevant practice notes issued by the Planning Secretary when preparing planning agreements and their associated explanatory notes. This ensures that planning agreements align with up-to-date state government policies and best practice standards.
12. The most recent guidance is provided by the Planning Agreements Practice Note issued by the NSW Department of Planning, Housing and Infrastructure (DPHI) in May 2025, which supersedes the previous February 2021 version. This Practice Note introduces updated best practice principles and detailed operational guidance for the preparation, negotiation, and management of planning agreements. Key elements emphasised in the May 2025 Practice Note include:
    (a) Transparency: Councils are required to ensure that all stages of planning agreement negotiations and execution are open and

accessible to the public, promoting accountability in decision-making processes.

(b) Fairness: the Practice Note reinforces the need for equitable treatment of all parties involved in planning agreements, ensuring no party is unduly advantaged or disadvantaged.

(c) Regulatory Independence: underscoring the importance of maintaining Council's independent regulatory decision-making authority, separate from the commercial negotiation of planning agreements.

(d) Clear Articulation of Public Benefits: the Practice Note requires that the public benefits secured through planning agreements be clearly defined, quantifiable, and directly linked to the development proposal, ensuring the community receives genuine and proportionate outcomes.

(e) Discouragement of Value Capture as a Primary Purpose: the guidance clarifies that planning agreements are not intended as a tool for capturing the full increase in land value generated by development (known as value capture). Instead, they should focus on delivering specific, legitimate public benefits.

(f) Timely Negotiation: the Practice Note promotes efficient and timely negotiation processes to prevent unnecessary delays in development assessment and approvals, balancing thoroughness with procedural efficiency.

(g) Structured Use of Explanatory Notes and Acceptability Tests: the updated guidance advocates for detailed explanatory notes accompanying planning agreements to clearly communicate the rationale, scope, and public benefit aspects of agreements. It also introduces acceptability tests to assess whether proposed agreements meet statutory and policy criteria.

13. By embedding these principles, the draft Policy ensures compliance with statutory obligations and reflects best practice standards of governance and community engagement in the administration of planning agreements.

REVIEW PROCESS

Review of Planning Agreements Policies from other councils

14. As part of the review and update of the current Planning Agreements Policy, an analysis of recently adopted Planning Agreements policies from other councils was initially undertaken. This benchmarking exercise provided valuable insights into prevailing approaches, emerging trends, and best practice in the negotiation, execution, and administration of planning agreements across local government. The following councils have adopted updated Planning Agreement policies in recent years:

(a) Penrith City Council – adopted December 2024.

(b) Ku-ring-gai Council – adopted November 2024.

(c) Maitland City Council – adopted October 2024.
(d) Hornsby Shire Council – adopted June 2024.
(e) Randwick City Council – adopted March 2024.

15. The review confirmed that the draft Policy for the City of Parramatta aligns with current best practice across local government. In addition, the draft Policy incorporates enhanced governance and probity measures, consistent with ICAC advice and the NSW Department of Planning, Housing and Infrastructure's Planning Agreements Practice Note (May 2025), positioning Parramatta's framework as a robust and transparent model for the administration of planning agreements.

ICAC's Advice

16. ICAC has released various reports and provided guidance in relation to anti-corruption safeguards within the NSW Planning System, which included advice relating to Planning Agreements, accordingly its advice was sought. In their review of the draft Policy, ICAC provided advice focused on strengthening governance arrangements (**Attachment 5**). The key advice (noting it is not legal advice but rather intended to assist Council in developing the policy) included the following:
    (a) Reducing uncertainty – advice identified potential uncertainty and ambiguity in how and when the policy applies given the Policy is a guide. It states that Council should consider whether the flexibility provided in the Policy offers greater overall benefits than the certainty of more prescriptive provisions.
    (b) Align with the Practice Note (May 2025) - advice to ensure stronger alignment with this document to maintain policy integrity and minimise legal and probity risks. Suggests Council obtain legal advice in relation to capturing value uplift.
    (c) Strengthen governance and probity protections – advice to strengthen governance frameworks, including setting commercial parameters.
    (d) Monitoring, review and auditing – the policy should include measures that track the progress of executed planning agreements against key milestones.
    (e) Consider including provisions regarding the role of Councillors to reinforce that Councillors should not:
        (i) Fetter their discretion by committing to a particular position before considering all relevant information;
        (ii) Act as agents for proponents, including moving motions drafted by developers or third parties; and
        (iii) Accept technical information received from proponents without passing it on to Council officers for assessment and record keeping.

17. Council officers have referred ICAC's advice to Council's external lawyers for their review and further advice. See below.

External advice - HWL Ebsworth's advice on ICAC's feedback and in general

18. Prior to and following ICAC's review of the draft Policy, officer's sought external legal advice from HWL Ebsworth Lawyers on both the ICAC advice, the draft Policy in general and the draft Policy in relation to its adherence to the Planning Agreements Practice Note (May 2025). Key advice is summarised below:

    (a) Reference to VPA Policy as a Guide: ICAC in their correspondence to Council raised concerns about the status of the VPA Policy being a "guide". HWL have confirmed that the 2025 Practice Note states that legislation does not mandate a VPA Policy, though councils are encouraged to have one. The most correct legal position is to treat the Policy as a guide. Noting this, minor edits were recommended by HWL and have been included to clarify the intention and use of the Policy.

    (b) Reducing Uncertainty: HWL recommended amending clause 2.1 to more clearly reflect *Council's* preferred arrangements and provide clarity regarding the legal and policy framework in which a Planning Agreement is negotiated.

    (c) Consistency with Practice Note (May 2025): Replace existing clause 3.2 with the five-point acceptability test as outlined in the Department's Practice Note (May 2025) being:

    (i) Are directed towards legitim*ate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to development.*

    (ii) Provide for the delivery of infrastructure or public benefits not wholly unrelated to the development.

    (iii) Produce outcomes that meet the general values and expectations of the public and protect the overall public interest.

    (iv) Provide for a reasonable means of achieving the desired outcomes and securing the benefits.

    (v) Protect the community against adverse planning decisions.

    (d) Value Capture: HWL confirms that clause 2.5(c) does not constitute value capture, noting that the point of the clause is to clarify Council will not allow deliverables within a Planning Agreement to offset or reduce applicable contributions. No amendment is required unless Council seeks to change its policy position.

    (e) Direct Negotiation Risks: HWL recommends amending clause 5.3 to state that the Planning Agreement Officer "will not make verbal, binding *commitments* during face-to-face negotiations" to ensure proposed public benefits are properly assessed and documented.

(f) *Monitoring, Review and Auditing:* HWL advises that suitable amendments be drafted to strengthen policy provisions relating to monitoring, review and auditing of planning agreements.

(g) *Council Resolutions and Governance:* HWL recommends introducing a new clause 5.7 incorporating ICAC's advice for Councillors in relation to planning agreements, being that Councillor's should not:

i. fetter their *discretion* by giving undertakings to vote a certain way to an interested party prior to considering all the information relevant to a decision;

ii. act as an agent for proponents, including moving motions that have been drafted by a person associated with a developer or other third parties, and

iii. accept information from a developer of a technical nature without passing it on to the relevant council officers for assessment and so that it is captured in Council's record keeping system.

(h) *Principles underlying negotiation of a planning agreement:* The amendment of the previous principles to include the four guiding principles from the Practice Note within clause 2.5 aims to ensure that decision making for the Planning Agreement is separate from the decision making for the development of a site, planning agreements should provide for public benefits that have some relationship to the development, and other important principles.

19. Council officers incorporated the external legal advice into the draft Policy. HWL Ebsworth Lawyers have provided a letter to Council, at **Attachment 6**, which confirms that *"the draft policy is consistent with the NSW Department of Planning, Housing and Infrastructure Planning agreements Practice Note May 2025 published on the department website and the relevant provisions of the Environmental Planning and Assessment Act 1979"*.

PROPOSED POLICY AMENDMENTS

20. Due to the extent of changes between the 2018 Policy - Voluntary Planning Agreements Policy and the Draft Policy, preparing a tracked changes version is not practical or user-friendly. Instead, a comparison table has been prepared. Refer **Attachment 1**.

21. The comparison table provides a structured, side-by-side summary of the key amendments, clearly identifying the differences between the current policy and the proposed draft. This format is intended to improve readability and transparency by highlighting the most significant updates in a concise manner.

22. The table also assists in demonstrating how the proposed amendments respond to emerging issues, align with current best practice, and ensure consistency with relevant legislative and policy requirements.

23. The key amendment headings are summarised below:

    (a) Clause 1 – Background. Replaces current Clause 1 Policy Statement.

    (b) Clause 2 – Procedural and Policy Context of Planning Agreements. Replaces current Clause 2 Principles for Planning Agreements.

    (c) New Clause 3 – Matters Council May Consider When Negotiating and Entering into Planning Agreements.

    (d) New Clause 4 – Methodology for Valuing Public Benefits under a Planning Agreement.

    (e) Clause 5 – Negotiation Procedures. Replaces current Clause 3 Negotiation Procedures and Probity.

    (f) Clause 6 – Notification and Exhibition. Replaces current Clause 4 Notification and Procedure.

    (g) Clause 7 – Implementation and Conditions. Replaces current Clause 5 Implementation and Conditions.

    (h) Clause 8 – Terms and Definitions. Replaces current Clause 6 Terms and Definitions Used in this Policy.

    (i) Appendix A – Planning Agreement Template. Replaces current Appendix A Application Map and Parramatta CBD Map. Introduction of detailed maintenance requirements within Clause 9.6 of the Planning Agreement Template – refer heading below.

    (j) New Appendix B – Explanatory Note Template.

    (k) New Appendix C – Summary of Steps to Preparing and Negotiating a Planning Agreement.

    (l) Appendix D – Indicative Planning Agreement Flowchart. Replaces current Appendix B Flow Chart.

    (m) New Appendix E – Infrastructure Services Delivery Plan Template.

    (n) New Appendix F – Letter of Offer Template.

Maintenance obligations and timing

24. In reviewing existing policy documentation, the current planning agreement template was silent in detailing the maintenance periods of assets being dedicated to Council.

25. The proposed updates to the planning agreement template include specific maintenance period obligations, being:

(a) hard assets and soft assets (landscaping components of open space or park works), all road works, and Smart City works - a period of 2 years from the date of delivery under a planning agreement;

(b) bushland regeneration works - a period of 5 years from the date of delivery under a planning agreement; and

(c) any other Works – a period of 12 months from the date of delivery under a planning agreement or as otherwise agreed;

26. It is noted that all maintenance periods and associated obligations remain subject to negotiation on a case-by-case basis, having regard to the specific circumstances of each development, the nature and scale of the works, and Council's operational and asset management requirements.

27. The proposed template does not alter Council's policy position but provides a clear starting point for negotiations, while preserving Council's discretion to determine appropriate maintenance outcomes on a site-by-site basis.

Other proposed changes

28. Internal Council officer consultation on the draft Policy was undertaken during 2025. Key proposed changes are as follows:

a. Remediation requirements included in the draft Policy. Outlined key documents and detailed /procedures for contamination assessment, remediation, and reporting for land to be dedicated under a planning agreement, including requirements for preliminary and detailed site investigations, remediation action plans, validation, and independent auditing.

b. Full cost recovery for Council services related to asset delivery, including inspection of works, provision of comments and feedback and technical advice.

c. Clear provision that Council must inspect and approve assets prior to ownership, with applicants are responsible for rectification of defects. A Private Certifier must not sign off on work completion on new handover assets until Council has conducted its inspection and confirmed its satisfaction with those new assets.

d. Reference to Affordable Housing Contribution and weighting criteria spreadsheet to ensure alignment between Council's two policies.

e. Non-policy amendments, for example, the removal of repetition, adopting consistent formatting, and use "City" to refer to Council. Procedural elements, including savings provisions and appendices are proposed to be transferred into a new Planning Agreement Procedures document, leaving the Policy focused on core principles and objectives.

MONITORING OF PLANNING AGREEMENTS

29. Council officers acknowledge the importance of actively monitoring Planning Agreements to ensure they deliver the intended public benefits and align with the objectives of the Planning Agreements Policy and Council's broader strategic framework.
30. To support this, Council maintains a comprehensive Planning Agreements Register with automated triggers to alert relevant officers of key milestones—such as payment due dates, deliverable deadlines, and other critical obligations. This system ensures timely follow-up and accountability.
31. Additionally, Council has appointed a dedicated officer responsible for monitoring all active Planning Agreements. This role involves regular reviews of agreements within both the Pathway system and the Planning Agreements Register. The review assesses the current status of each agreement, the developer's standing, and associated development applications (DAs) and construction certificates (CCs), which may trigger monetary or non-monetary obligations. To ensure continuous oversight, once the officer completes a full review of all active Planning Agreements, the process recommences from the beginning—creating a continuous, cyclical review.
32. Council has also implemented particular safeguards, such as placing caveats on property titles to protect its interests.
33. Furthermore, Council reports annually on the status of Planning Agreements as part of its Annual Report. Planning Agreement deliverables are also subject the Council's Internal Finance Audits.

CONSULTATION & TIMING

Councillor Consultation

34. The following Councillor briefing session have been held in relation to this matter. The Group Manager, Infrastructure Planning and Design is responsible for implementing Councillor comments.

Date	Councillor	Councillor Comment	Council Officer Response
7/07/2025 Councillor briefing session	All Councillors invited	Request for details on the total cash contributions secured through the 41 VPAs currently in place, a marked-up version of the policy showing the proposed updates, and the opportunity	A briefing note was provided to Councillors on 22 July 2025 which included details of VPA income and a comparison table of current and proposed draft Policy changes.

		for one-on-one meetings to discuss the draft policy, with the invitation open to all Councillors. Matters related to affordable housing and the draft Policy were discussed.	A follow up Councillor drop-in session was arranged for and held on 23 July 2025. Council officers explained that Council's affordable housing policy noted potential to accept affordable housing.
23/07/2025 Councillor drop-in session	All Councillors invited	Methodology behind the assessment of offers. General questions about alignment with the Practice Note, removal of value capture provisions, affordable housing.	Council officers explained the methodology behind the assessment of offers and relevance to the development project. Council officers discussed the Practice Note, relevance of agreement deliverables to the agreement, and the affordable housing policy.

LEGAL IMPLICATIONS FOR COUNCIL

35. There are no legal implications for Council associated with the recommendations of this report. The legal review of the Policy is discussed in this report.

FINANCIAL IMPLICATIONS FOR COUNCIL

36. If Council resolves to approve this report in accordance with the recommendation, there are no unbudgeted financial implications for Council associated with the exhibition and adoption of this Policy. The cost of the exhibition will be funded by existing budgets.

Anthony Newland
Group Manager Infrastructure Planning and Design

Jennifer Concato
Executive Director City Planning and Design

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

1. ECM 1437246 v 5 Comparison - Current Policy & Proposed Policy - Feb 2026 [**12.8.1** - 15 pages]
2. ECM 1437272 v 8 Draft VP As Policy - V 7 - Final Version for Exhibition- Feb 2026 [**12.8.2** - 45 pages]
3. ECM 1442238 v 5 Parramatta Council Planning Agreement Template - Feb 2026 [**12.8.3** - 69 pages]
4. ECM 1442225 v 3 Infrastructure Services Delivery Plan Template [**12.8.4** - 16 pages]
5. ECM 1442269 v 1 ICAC - LETTER Advice re Planning Agreement Policy 30 Jun 2025- PDF [**12.8.5** - 5 pages]
6. ECM 1442287 v 1 Certification Letter for PA Policy - HWL - Nov 2025 [**12.8.6** - 1 page]

Due to the extent of changes between the 2018 Policy and the Draft Policy, tracked changes were not practical. Instead, we've provided this comparison table to clearly show the key differences and updates. Document Set ID 1437246		
Current	**Draft**	**Reason for Change**
Clause 1 - Policy Statement	**Clause 1 – Background**	To change the clause heading to better reflect the content and intent of the section, thereby improving readability and user navigation through the policy.
Clauses 1.3 "Purpose", 1.5 "Objectives", and 1.6 "What this Policy Sets Out" presented separately	Merged into a single clause1.4	To consolidate related provisions and eliminate duplication, enhancing cohesion, reducing repetition, and improving clarity for users interpreting the policy.
Clause 1.4 – Saving Provision	Updated and relocated to Clause 5.2	To delete reference to the Value Sharing Framework, as value sharing is not supported by the current Planning Agreement Practice Note 2025, ensuring policy alignment with current statutory instruments. To update provisions to apply more broadly across the LGA, promoting consistency, equity, and a city-wide approach to planning agreement negotiation and assessment. To ensure the content is more concise and direct, removing unnecessary complexity and making the policy easier to interpret and apply in practice.

Clause 1.7 – 1.13: context content (incl. legislative and procedural references)	Moved under new Clause 2 - Procedural and Policy Context of Planning Agreements	To reflect current legislative requirements and best practice, ensuring legal compliance and consistency with evolving state government policy directions and planning standards.
Addition	**New Clause 2 - Procedural and Policy Context of Planning Agreements**	To support more consistent application of the policy and enhance stakeholder confidence by clarifying procedural steps, reducing ambiguity, and reinforcing transparent decision-making.
	Updated and relocated current clause 2.1 & 3.12 Probity under this new clause	To reposition content for improved logical flow, ensuring better alignment with structural improvements made across the policy and enhancing user comprehension. To align with the Practice Note (May 2025), supporting consistency with state-level guidance and ensuring the policy reflects current recommended approaches to planning agreements. To implement ICAC advice, ensuring and maintaining policy integrity, strengthening transparency, and reducing legal and probity risks associated with planning agreement processes. To reduce uncertainty associated with planning agreements, by providing clearer expectations, more robust procedures, and

		greater clarity for stakeholders involved in negotiation and assessment.
Clause 1.8 When may Council enter into a planning agreement	New Clause 2.6 - When may Council enter into a planning agreement. Relocated and updated to include guidance on State Significant Development Applications (SSDAs) and matters referred to the Housing Delivery Authority (HDA)	To clarify Council's role in developments assessed by the NSW Government and to ensure opportunities for planning agreements addressing local infrastructure and public benefits are recognised. The update also encourages early engagement from proponents to facilitate timely consideration of planning agreements.
Clause 2- Principles for Planning Agreements	**New Clause 2 - Procedural and Policy Context of Planning Agreements**	To change the clause heading to better reflect the content and intent of the section, thereby improving readability and user navigation through the policy.
Clause 2.1 - Principles underlying the use of planning agreements	Updated and relocated to clause to 2.5 - Principles underlying negotiation of a planning agreement with Council	To reflect the differently expressed "acceptability test" introduced in the May 2025 Practice Note, ensuring the policy remains consistent with current guidance and expectations. To update this clause to align with the Practice Note To add additional principles to provide more comprehensive policy foundation and to better support assessment consistency. To enhance alignment with current planning norms and legislative intent.

Clause 2.2 - Acceptability test to be applied to all planning agreements	Relocated and updated under new clause 3.2	To improve clarity and logical flow of the document.
Clause 2.3- Matters Council may consider & 2.4 - Planning agreement contributions Council will consider in a planning agreement	Relocated and updated under new clause 3.1&3.3	To align with the revised policy structure for improved logical flow and readability. To reduce duplication and improve clarity, the provision was streamlined and made more concise. To ensure consistency with the Practice Note (May 2025), terminology was updated to reflect current guidance and standards. To reflect best practice, new subclauses were introduced to strengthen the policy's relevance and effectiveness. To support more consistent and transparent decision-making when negotiating planning agreements, clearer procedural guidance was incorporated. To remove ambiguity and enhance practical usability, the content was revised for improved application in day-to-day planning processes.
Clause 2.6 - Recurrent charges & maintenance costs	Relocated and updated under new clause 3.7	To ensure that planning agreements are structured: • to consider whole-of-life asset costs, • to support evidence-based decision-making when assessing asset handover,

		• to promote equitable cost-sharing between developers and the community, and • to maintain Council's long-term financial sustainability when accepting new public assets.
Clause 2.7, 2.8, 2.9, 2.10 & 2.11 regarding contributions	Merged into a new clause 4 as below	
Addition	**New clause 3 – Matters Council may consider when negotiating and entering into planning agreements**	Introduced to consolidate evaluation and decision-making criteria into a single, clearly defined section.
Addition	New subclause clause 3.4 – Land dedication	To provide clear guidance on how offers involving land dedication will be assessed, including location, suitability, title, condition, and long-term asset implications. This supports alignment with Council's asset management and open space strategies. To meet the requirements of Land Dedication Policy 2024.
Addition	New subclause 3.5 – Affordable housing contribution	To formalise Council's expectations regarding affordable housing contributions where they are proposed for inclusion in the agreement, including preferred forms, delivery mechanisms, and alignment with

		Affordable Rental Housing Policy 2024 and Affordable Housing Action Plan 2023-2025.
Addition	New subclause 3.6 - Capital works	To establish clear criteria for assessing offers to fund or deliver capital works. This ensures proposed works are suitable, meet Council standards, and consider whole-of-life asset costs, reducing future maintenance and delivery risks.
Addition	**New clause 4 -Methodology for valuing public benefits under a planning agreement**	To improve structure, clarity, and policy alignment, current clauses 2.7–2.11 were merged into a single, more comprehensive Clause 4 titled "Methodology for valuing public benefits under a planning agreement."
Addition	Subclause 4.1 - Determination of benefit value	Maintained with clearer alignment to new valuation methodology and legislative standards. Clarified process, reinforced objectivity (e.g., use of QS/valuer), and aligned with asset handover policies.
Addition	Subclause 4.2 - Consideration of planning agreement contributions	This subclause notes consideration of State Government levies, Council Policies and maintenance costs in consideration of contributions.

Addition	Subclause 4.3 - Monetary contributions and pooling of contributions	Consolidated to create a more holistic and practical view of monetary contributions under planning agreements.
Addition	Subclause 4.4 - Indexation of contribution values and security	Added to reflect practical cost escalation concerns and better manage long-term value.
Clause 3 – Negotiation Procedures and Probity	**New Clause 5 – Negotiation Procedures**	To improve upon the current clause 3 by: • enhancing clarity on roles, responsibilities, and process sequencing. • making probity controls more rigorous and easier to follow. • consolidating redundant subclauses for greater cohesion. • adding flexibility for amendments, including re-notification rules. • moving procedural steps to an appendix for accessibility without disrupting flow.
Clause 3.1 - Timing of negotiation Clause 3.2 - In what form shall a planning agreement offer be made?	Clause 5.1 – General (describes Council's negotiation approach)	Describes Council's negotiation approach and the sequence of the negotiation.
Clause 1.4 – Saving provisions	Clause 5.2 - Saving provisions	To better integrate transitional provisions within the context of negotiation procedures, ensuring structural coherence and improved policy flow.

Clause 3.3, 3.4, 3.5, 3.6 &3.7 - role of VPA Officer, timing of exhibition of Planning Agreement, changes to agreement during negotiation	Clause 5.3 - Negotiating and preparing a draft planning agreement or amendment Clause 5.5 – Involvement of independent third parties in the negotiation and assessment process Clause 5.6 - Amending or revoking a planning agreement	Revised subclauses detail the role and responsibilities of the Planning Agreement Officer, discuss where an independent third party may be involved in the negotiation, and discuss the process for revoking or amending a planning agreement and when renotification (public exhibition) is required.
Clause 3.8 - Input from other Council officers	Clause 5.4 - Input from other Council officers	To expand and clarify with specific references to asset management, infrastructure, financial, and executive input.
Clause 3.9 - Involvement of independent third parties in the negotiation and assessment process	Clause 5.5 - Involvement of independent third parties in the negotiation and assessment process	To reiterate with further conditions, triggers, and clarification of developer or Council cost responsibility.
Clase 3.10 - Key steps in planning agreement preparation process	Appendix C - Summary steps to preparing and negotiating a planning agreement	To move procedural steps to an appendix for accessibility without disrupting flow.
Addition	New paragraph added after Clause 5.5 to provide for the appointment of a probity advisor where a planning matter is	In response to ICAC and external lawyers advice regarding key roles in planning agreement processes.

	associated with a history of controversy, litigation, or complaints.	
Addition	New Clause 5.7 - Lobbying	To incorporate ICAC's advice to clarify the role of Councillors, further strengthening governance by ensuring the policy framework reflects best practice.
Clause 3.11 - Separation of Council's commercial and planning assessment roles	Clause 2.2 and Clause 5.5	To reinforce transparency and independence in dual-role scenarios. Incorporated into broader probity safeguards, particularly for projects where Council has a financial or ownership interest.
Clause 3.12 – Probity	Clause 2.2 – Probity and Governance	To highlight governance and conflict-of-interest protections earlier in the policy. Repositioned and renamed.
Clause 4 – Notification and procedure Subclause 4.1, 4.2 and 4.3	**New Clause 6 - Notification and exhibition** Subclause 6.1, 6.2 and 6.3	To refine the title for clarity by replacing "Procedure" with the more accurate term "Exhibition". To expand the content while maintaining a similar overall structure. To clarify internal steps prior to public exhibition, including the requirement for Council endorsement of draft planning agreements. To expand cost responsibilities by specifying that the developer must also bear the costs associated with amendments and revocations.

Clause 5 - Implementation and conditions	**New Clause 7 - Implementation and conditions**	• To provide stronger clarity on the timing and staging of planning agreement obligations, including detailed expectations around when monetary, works, and land contributions must be delivered, particularly in staged developments. • To introduce the Infrastructure Services Delivery Plan (ISDP) and implementation agreements as structured tools to guide the negotiation, delivery, and adjustment of planning agreement contributions. • To implement more robust security and enforcement mechanisms, including clearer requirements around bank guarantees, caveats, land charges, and default provisions to protect Council's interests. • To require detailed provisions on design standards, inspections, and asset handover, ensuring that delivered works meet Council and industry standards and are approved by relevant Council departments prior to acceptance. • To enhance accountability and tracking of contributions, through clearer reporting obligations, financial recording in Council's

		systems, and public transparency in financial statements and asset registers. • To impose explicit restrictions on assignments and dealings, requiring Council's approval and ensuring that any new party is bound by the original planning agreement terms, including financial security provisions. • To align with best practice and strengthen Council's legal and operational position, while still allowing reasonable flexibility for developers through mechanisms such as implementation agreements, modification pathways, and mediation for dispute resolution.
Addition	New paragraph added after Clause 7.6 - Monitoring and review of a planning agreement to include measures that track the progress of executing planning agreements against key milestones.	• To adopt ICAC's recommendation to strengthen monitoring of planning agreements, providing assurance to the community, supporting forward planning for asset management, and enabling 'lessons learnt' reviews of outcomes across agreements.
Heading change	Changed the heading of Clause 7.18 - 'Accountability' to 'Monetary contributions – Accounting'	• In response to ICAC's advice, clarifying that accountability extends beyond financial standards and ensuring the heading more accurately reflects the clause's intent.

Clause 6 - Terms and definitions used in this policy	**New Clause 8 – Terms and definitions**	• To reflect the overall restructure of the policy, where clause numbering has changed to accommodate expanded content, while retaining the definitions section at the end for consistency and ease of reference. • To ensure definitions reflect current planning agreement practice and statutory terminology. • To incorporate new and relevant terms introduced in the revised policy, such as Infrastructure Services Delivery Plan (ISDP). • To provide clearer, more concise explanations of key terms, ensuring definitions are practical and user-focused, supporting improved understanding and consistent application. • To remove outdated or unused terms, maintaining relevance and avoiding confusion by only including terms directly applicable to the functioning and interpretation of the planning agreement policy. • To enhance internal consistency and support clause interpretation, with all key terminology clearly defined in one place, allowing for better cross-

		referencing and reducing ambiguity in implementation.
Appendix A - Application Map and Parramatta CBD Map	New Appendix A – Planning Agreement Template	Appendix A – Application Map and Parramatta CBD Map: Deleted, as the Policy applies to the entire LGA. New Appendix A – Planning Agreement Template: Included to support ease of use and provide a consistent structure for drafting planning agreements.
Addition	Planning Agreement Template	Introduction of detailed maintenance requirements within Clause 9.6: Maintenance Period is: (i) hard assets and soft assets (landscaping components of open

		space or park works), all road works, and Smart City works - a period of 2 years from the date of delivery under a planning agreement; (ii) bushland regeneration works - a period of 5 years from the date of delivery under a planning agreement; and (iii) any other Works – a period of 12 months from the date of delivery under a planning agreement or as otherwise agreed. Note: All maintenance periods and associated obligations remain subject to negotiation on a case-by-case basis, having regard to the specific circumstances of each development, the nature and scale of the works, and Council's operational and asset management requirements. The template's role is a non-prescriptive guide that can be amended as required during negotiations. The proposed template does not alter Council's policy position but provides a clearer starting point for negotiations, while preserving Council's discretion to determine appropriate maintenance outcomes on a site-specific basis.

Addition	New Appendix B – Explanatory Note Template	Added to assist users in preparing explanatory notes in a consistent and accessible format.
Clause 3.10 - Key steps in planning agreement preparation process	New Appendix C- Summary steps to preparing and negotiating a planning agreement	To move procedural steps to an appendix for accessibility without disrupting flow. Renamed and updated to reflect current practice.
Appendix B – Process Flow Chart	Appendix D – Indicative Planning Agreement Flowchart	Renamed and updated as Appendix D - Indicative Flowchart to reflect current practice and sequencing of steps under the revised policy.
Addition	New Appendix E – Infrastructure Service Delivery Plan Template	Introduced to guide the preparation of infrastructure delivery planning as part of the planning agreement process.
Addition	New Appendix F – Letter of Offer Template	Included to provide a standardised format for proponents when making formal offers under the planning agreement process.

Planning Agreement Policy
(Amendment 2) – **2026**

City of Parramatta Council

Adopted by Council [insert]

[Nov Version]

Version Control

Version	Adopted by Council	Came into Effect	Notes
Original	25 February 2008 (Parramatta City Council)	3 March 2008	Implementation of VPA Policy
Amendment 1	26 November 2018 (City of Parramatta Council)	26 November 2018	City of Parramatta Planning Agreements Policy (Amendment 1)
Amendment 2	2026	2026	City of Parramatta Planning Agreements Policy (Amendment 2)

Administration

City of Parramatta Planning agreements Policy		
Owner: Group Manager Infrastructure Planning & Design	Area: Infrastructure Planning & Design	POL No: 291
Date of Commencement: 26 November 2018	Approval Authority: Council	Date Approved: 26 November 2018
Amendment 1	Date of Review: February 2026	Review: 4
Amendment 2	Date of Next Review: 2030	

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1. BACKGROUND

1.1 Name of this policy

This policy is known as the City of Parramatta Council planning agreements Policy or planning agreements Policy ("the Policy").

1.2 About this policy

This Policy outlines Council's approach to the negotiation of planning agreements when utilised in relation to planning proposals, development applications or complying development certificates within the City of Parramatta Local Government Area ("the LGA") under the Act.

1.3 Application of the policy and commencement

This Policy applies to all planning agreements proposed or entered into by City of Parramatta Council ("Council"), and applies to all land in the LGA, including any land owned by the Council. This Policy, to the fullest extent possible, also applies to land outside of the City of Parramatta LGA in the case of a joint planning agreement between Council and another council or consent authority which applies in part to land outside the City of Parramatta LGA.

This Policy was adopted by resolution of the Council on [insert date] and became effective on [insert date].

1.4 Purpose and objectives of this policy

The purpose of this Policy is to provide a framework and procedures to guide developers and Council in the preparation of planning agreements under Part 7, Division 7.1 Subdivision 2 of the Act and the accompanying Practice Note. It ensures transparency, fairness, and accountability in the negotiation, preparation, and implementation of planning agreements while outlining the expected public benefits.

The objectives of this policy are to:

(a) provide clarity on when a planning agreement may be entered into with Council and the process for assessing its appropriateness;
(b) establish a fair, transparent, and consistent framework for negotiating, preparing, and administering planning agreements;
(c) ensure a robust probity framework for all aspects of planning agreements;
(d) broaden the range and extent of public benefits delivered through development supplementing contributions under sections 7.11 and 7.12 of the Act;
(e) provide certainty for developers regarding Council's expectations and preferred agreement terms;
(f) facilitate public participation and community understanding of planning agreements;
(g) promote flexible, innovative approaches to planning and infrastructure provision while ensuring public benefits;
(h) include affordable housing as a potential component of planning agreement contributions;
(i) simplify the process for making minor amendments to executed agreements;
(j) set out requirements for land and infrastructure dedication, valuation methodologies, and the pooling of funds for public benefits, and
(k) outline administration procedures, including review, modification, enforcement, dispute resolution, and cost recovery.

Where a developer proposes a planning agreement it must be supported by satisfactory information identifying the scope of infrastructure needed to support the development and surrounding area.

The planning agreement must address the mandatory provisions of a planning agreement set out in the Act (refer to Section 2.7 of this Policy).

2 PROCEDURAL AND POLICY CONTEXT OF PLANNING AGREEMENTS

2.1 Legal and policy context

The current legal framework for planning agreements is set by Part 7, Division 7.1 of the Act and Part 9, Division 1 of the Regulation.

This Policy has been guided by the following:

(a) Local Planning Agreements Practice Note – May 2025 Published by NSW Department of Planning Housing and Infrastructure;

(b) The Development Assessment Internal Audit Tool, Independent Commission Against Corruption (2010);

(c) The Submission to the Draft Voluntary Planning Agreement Policy, IPART (December 2016);

(d) Direct Negotiations – Guidelines for Managing Risks, Independent Commission Against Corruption (August 2018);

(e) Economic Advice on Value Sharing for Planning Agreements, SGS Economics and Planning (August 2017);

(f) Environmental Planning and Assessment Amendment (Development Contributions) Regulation 2021;

(g) Environmental Planning and Assessment (Planning Agreements) Direction 2018 dated 28 February 2019;

(h) Council's Code of Conduct approved 22 February 2021;

(i) Council's Land Dedication Policy approved 25 March 2024, and

(j) Council's Business Ethics Policy approved 15 June 2021.

In applying this Policy, Council will consider the most recent directions issued by the Minister under section 7.9 of the Act and the most recent practice notes issued by the Planning Secretary under clause 203(6) of the Regulation, to the extent they are not described above.

The Policy sets out Council's preferred arrangements to improve certainty for developers, though as noted in the Policy other arrangements will be considered on a case-by-case basis.

2.2 Probity and Governance

The Council's Business Ethics Policy prioritises public probity, ensuring integrity and accountability in the planning agreement system. Negotiations and implementations of planning agreements are conducted transparently and fairly, aiming to achieve public benefits without conflicts of interest or misadministration. Additionally, Council is committed to practicing justice and managing potential conflicts of interest effectively.

To manage the potential for conflict of interest and ensure transparency and good governance, Council will ensure the definition and separation of roles and responsibilities between the negotiation of the planning agreement and the assessment of the associated development application or planning proposal. This will be supported by good record keeping of decision making and monitoring of the end-to-end process. In this regard, Council will:

(a) comply at all times with the requirements of the Act and Regulation in respect of planning agreements, and in particular the requirements for public notification of a planning agreement;

(b) provide a copy of this Policy to any person who seeks to enter into a planning agreement with Council;

(c) publish this Policy on Council's website and promote the general awareness of this Policy;

(d) comply with public notification requirements in the Act;

(e) comply with the Council's Code of Conduct;

(f) inform any applicant as required about Council values, Code of Conduct, and Business Ethics Policy – specifically, about ethical behaviour appropriate to business dealings;

(g) ensure that Council staff and Councillors understand the circumstances in which planning agreements are appropriate;

(h) ensure that Councillors and Council staff understand their particular role and responsibility, some of which carry the potential for conflicts of interest;

(i) require independent negotiation and assessment where appropriate to ensure probity and avoid conflicts of interest;

(j) ensure that modifications to approved development should be subject to the same scrutiny as the original development application, and

(k) ensure that Councillors are not involved in any direct negotiations (whether in person, by telephone, through correspondence, or other direct means) with a developer during the period of the negotiation. However it is recognised that in their role as Councillors they will ultimately endorse and approve the planning agreement by resolution to exhibit and execute the agreement.

2.3 Relationship to payment of section 7.11 and section 7.12 contributions

Planning agreements provide an additional opportunity for Council to achieve the delivery of infrastructure needed to service the community. Deliverables achieved via a planning agreement should be generally consistent with infrastructure priorities identified in Council's development contribution plans and other infrastructure delivery plans.

This does not mean that deliverables offered under planning agreements can only be for the infrastructure or public amenities and services specified in those plans. Planning agreements provide additional flexibility to deliver items that are not identified in a contributions plan, and in certain circumstances may achieve delivery of higher priority projects that were not identified at the time the contributions plan or infrastructure delivery plan was created.

Acceptance of any infrastructure works not identified in Council's existing development contribution plans and/or other infrastructure delivery plans will be considered on a case-by-case basis, having regard to the particular development application or instrument change and the local urban context.

Section 7.4 of the Act provides that a planning agreement may wholly or partly exclude the application of section 7.11 or section 7.12 of the Act to development in certain circumstances. Council will not agree to the benefits under a planning agreement being taken into consideration in determining a development contribution under section 7.11 or 7.12 of the Act.

Planning agreements which are proposed as a mechanism to deliver works as a public benefit in lieu of payment of section 7.11 or section 7.12 development contributions, which are required by an existing condition of development consent granted prior to the preparation of the planning agreement, will only be considered where the development contribution value exceeds $500,000.00, or otherwise at the discretion of Council.

2.4 Corporate planning context

The use of planning agreements is one of the ways in which projects and actions contained in the Council's integrated planning and reporting framework may be implemented.

In negotiating planning agreements and establishing the type of public facilities to be included in an agreement, all parties should take into consideration Council's integrated planning and reporting framework, in particular, the strategic planning priorities and infrastructure needs for the City of Parramatta, to ensure a comprehensive and coordinated approach to infrastructure funding and delivery.

2.5 Principles underlying negotiation of a planning agreement with Council

Council's use of planning agreements will be governed by the following principles:

(a) Council will always consider a development proposal on its merits, not based on a planning agreement. Planning decisions will not be bought or sold through planning agreements. Development that is unacceptable on planning grounds will not be permitted due to the public benefits offered in a planning agreement. The agreement must be for a proper planning purpose;

(b) planning agreements will be negotiated by Council where a development exceeds the existing development controls, thereby providing an additional benefit to the developer;

(c) Council will not allow the deliverables to the community and public benefit derived from a planning agreement to offset or reduce in any way the applicable development contributions payable by the developer under section 7.11 or section 7.12 of the Act. Section 7.11 and section 7.12 contributions are to support the infrastructure needs of existing and incoming residents and workers. Planning agreement deliverables are based on development uplift and are over and above section 7.11 and section 7.12 contributions;

(d) the outcomes of planning agreements should not be inconsistent with the relevant strategies, plans and policies of Council, without documented extenuating circumstances;

(e) planning agreements should provide for public benefits that have some relationship to the development. Planning agreements must not include public benefits wholly unrelated to the planning and urban context of the locality;

(f) Council will not allow the interests of individuals or private interest groups to outweigh the public interest when considering a planning agreement;

(g) where Council has a commercial interest in development the subject of a planning agreement, it will take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its interest in the development;

(h) Council will not agree to a planning agreement which provides for alleged surplus value or additional costs incurred by the developer being refunded to the developer; or being used to offset against section 7.11 contributions or section 7.12 levies required to be made by the developer, unless as a result of a change in scope and amendment of the planning agreement;

(i) planning agreements should not be used as a means of general revenue raising or to overcome revenue shortfalls, and

(j) value capture should not be the primary purpose of a planning agreement.

2.6 When may Council enter into a planning agreement

Council will negotiate and enter into a planning agreement at its discretion in circumstances where:

(a) the developer:

(i) seeks to change or vary the provisions of a local environmental plan, and/or

(ii) has made, or proposes to make, a development application or an application for a complying development certificate,

and

(b) the developer has made an offer in writing to enter into a planning agreement and the terms of letter of offer and the planning agreement are consistent.

In exercising its discretion the Council will have regard to the following:

(a) the extent to which the planning agreement may mitigate or compensate for the impact of development;

(b) whether the infrastructure works proposed in the planning agreement are identified in an adopted contributions plan, Council's infrastructure works program, or other Council policy or strategy, or if not so identified will contribute to a public benefit for the wider community;

(c) whether the asset or benefit to be delivered would not otherwise be secured by a condition of a development consent imposed in accordance with section 4.17 of the Act, (Council will not attribute any value under a planning agreement to works or land dedication that would otherwise be required by a condition of development consent), and

(d) whether in light of the circumstances generally the planning agreement will provide a positive social, environmental and economic outcome for the community, and where planning agreement assets and/or deliverables will provide a public benefit.

While this Policy primarily applies to proposals assessed and determined by Council, Council acknowledges that some developments, including State Significant Development Applications (SSDAs) and matters referred to the Housing Delivery Authority (HDA), may be assessed by state agencies or regional panels. In such cases, Council may not be the consent authority but may still seek to negotiate

a planning agreement where the proposed development has implications for local infrastructure delivery or public benefit.

Council encourages early engagement from proponents of SSDAs and HDA applications to ensure any potential planning agreement is considered in parallel with the assessment process, subject to the agreement of the relevant planning authority.

2.7 Mandatory requirements of a planning agreement

Section 7.4(3) of the Act requires that a planning agreement must provide for the following:

(a) a description of the land to which the agreement applies;

(b) a description of—

  (i) the change to the environmental planning instrument to which the agreement applies, or

  (ii) the development to which the agreement applies;

(c) the nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made;

(d) for development—whether the agreement wholly or partly excludes the application of the following provisions—

  (i) section 7.11,

  (ii) section 7.12,

  (iii) Division 7.1, Subdivision 4;

(e) if the agreement does not exclude the application of section 7.11 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.11;

(f) a mechanism for the resolution of disputes under the agreement, and

(g) the enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.

A planning agreement must contain a time, or times, by which each contribution provided under the planning agreement must be provided. The timing of the provision of each contribution must be acceptable to Council to ensure that the public need for the relevant item is satisfactorily met.

Suitable means for the enforcement of the agreement are generally set out in Council's template referred to at Appendix A, noting that given the wide range of obligations that a planning agreement may impose on a developer, there are a variety of mechanisms for enforcement that may be suitable in concert.

Suitability is assessed by Council with reference to whether the means of enforcement is likely to eliminate or reduce to a commercially acceptable level the risk that the obligation created by the planning agreement will not be performed and that the planning authority or the community will not receive the intended benefits. Council's assessment takes into account the commercial context in

which the planning agreement is to operate, including the capacity of the developer to comply with the relevant obligation, and the likely effectiveness of the means of enforcement.

2.8 Template agreement

A planning agreement will be in writing and must be based on the Council's template at **Appendix A**, and available on Council's website. The developer must justify any changes to the template agreement, preferably through prior agreement.

2.9 Explanatory note

Clause 205 of the Regulation requires an Explanatory Note to be exhibited with each proposed planning agreement. The explanatory note must:

(a) summarise the objectives, nature, and effect of the proposed agreement, amendment or revocation, and

(b) contain an assessment of the merits of the proposed agreement, amendment or revocation, including the impact (positive or negative) on the public.

The Explanatory Note must be exhibited with the copy of the proposed agreement, amendment or revocation when it is made publicly available in accordance with the Act.

The Explanatory Note must be prepared jointly by the parties proposing to enter into the planning agreement. The specific terms of each Explanatory Note will depend on the terms of the planning agreement to which it relates. Council's Explanatory Note template is included at **Appendix B**.

3 MATTERS COUNCIL MAY CONSIDER WHEN NEGOTIATING AND ENTERING INTO PLANNING AGREEMENTS

3.1 Matters Council may consider in negotiations

The matters that Council may consider in negotiations of planning agreements may include, but are not limited to, the following:

(a) whether the planning agreement delivers a public purpose as defined by Section 7.4(2) of the Act;

(b) whether the contributions offered satisfy a community need, provide community benefit and align with Council's corporate strategic documents, existing development contribution plans or other infrastructure delivery documents or Policies adopted by Council, or any infrastructure needs identified in any relevant regional or district plan;

(c) whether the contributions offered can be achieved via an alternate mechanism such as a condition of development consent;

(d) whether the proposed planning agreement and the contributions offered meet the demands created by the development on existing or for new public infrastructure, amenities, and services;

(e) what impact the proposed contributions offered will have on Council's asset management strategy, including the ongoing operational, maintenance, and renewal costs of unplanned infrastructure being dedicated to Council;

(f) whether the planning agreement contribution under the proposed planning agreement would provide compensation for the loss of, or damage to, a public amenity, service, resource or asset caused by the development, through its replacement, substitution, repair or regeneration;

(g) whether the contribution offered under the proposed planning agreement would achieve the provision of affordable housing and, if so, where the planning agreement is in connection with a development application or proposed development application, the Council will consider the matters identified in section 5(2) of the *Environmental Planning and Assessment (Planning Agreements) Direction 2019*;

(h) whether there are any relevant circumstances that may operate to preclude Council from entering into the proposed planning agreement or accepting the contributions offered;

(i) whether the proposed planning agreement satisfies the principles for using a planning agreement contained in this Policy, and

(j) any conflicts which may exist with another planning agreement or development consent applying to the relevant land.

3.2 Acceptability test to be applied to all planning agreements

Council will assess the acceptability of the planning agreement against the following test.

Council will ensure the planning agreement:

(a) is directed towards legitimate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to the planning proposal/development;

(b) provides for the delivery of infrastructure or public benefits not wholly unrelated to the planning proposal/development;

(c) produces outcomes that meet the general values and expectations of the public and protect the overall public interest;

(d) provides for a reasonable means of achieving the desired outcomes and securing the benefits, and

(e) protects the community against adverse planning decisions.

Notwithstanding the above, Council is not obliged to enter into a planning agreement with a developer and may do so at its absolute discretion.

Council will apply the additional principles:

- Council should always consider a development proposal on its merits, not based on a planning agreement;
- planning agreements should not be used as a means of general revenue raising or to overcome revenue shortfalls, and
- value capture should not be the primary purpose of a planning agreement.

3.3 Types of contributions and benefits

Planning agreements may require the dedication of land to Council, the payment of money to Council, or the provision of some other material public benefit (or a combination of these three things) to be used for or applied towards a public purpose. Council's policy on the types of contributions and public benefits that can be negotiated or required in planning agreements is explained below. These matters are not intended to be exhaustive, and are negotiated on a case-by-case basis

(a) planning agreements may require funding for infrastructure and works in addition to contributions that would apply under sections 7.11 and 7.12 of the Act;

(b) planning agreements may require development contributions towards the recurrent costs of public facilities or services that primarily service the development to which the planning agreement applies or neighbouring development, in perpetuity. Payment of recurrent costs may be for a limited time until a public revenue stream is established to support the on-going cost of the facility or service;

(c) planning agreements may provide that money received under the terms of the agreement can be pooled by Council and applied progressively toward infrastructure. Planning agreements will include a provision setting out such intention in these instances;

(d) planning agreement may require the delivery of infrastructure required directly as a result of density increases experienced or expected from the redevelopment of a site, for example due to changes in development controls arising from a planning proposal;

(e) public benefits required or negotiated under a planning agreement may include: infrastructure, social, economic, environmental, educational, cultural or other benefits as Council deems beneficial to the public, and

(f) deliverables required or negotiated under a planning agreement to deliver public benefits may include items such as (but not limited to) affordable housing, dedication and embellishment of open space, active transport infrastructure, community facilities, local renewable energy, local reuse and recycling infrastructure, community gardens, public art, cultural and recreational activities infrastructure.

3.4 Land dedication

New urban development creates the need for additional public amenities and public services. A planning agreement may make provision for the dedication of land. Any offer to dedicate land to Council must meet the requirements of Council's Land Dedication Policy approved 25 March 2024 (as amended from time to time).

3.5 Affordable housing contribution

Council recognises the need for affordable housing in the LGA and has demonstrated its commitment to affordable housing for the community through relevant strategies and policies, in partnership with State and Federal Governments.

Council has adopted its Affordable Rental Housing Policy 2024 and Affordable Housing Action Plan 2023-2025 to provide a framework for the delivery of City of Parramatta affordable rental housing needs.

To maximise positive outcomes for the community, planning agreements should be based on a needs assessment with a long-term outlook for infrastructure planning.

Council will continue to utilise planning agreements to acquire future affordable rental housing, as anticipated by section 7.4(2)(b) and (d) of the Act and sections 15C(2), 156(3) and (4) of the State Environmental Planning Policy (Housing) 2021. Planning agreements may provide for the dedication of affordable rental housing to Council, where appropriate, based on site-specific assessment and alignment with Council's strategic housing objectives. The principles and processes by which this determination is made and carried out are set out below.

Dwellings that are acquired through planning agreements or any other planning system mechanism must comply with the following access and design outcomes:

- affordable housing should be at 'no cost' to Council and be provided in perpetuity;
- dwellings to be dedicated to Council must provide a suitable mix of smaller and larger units for families;
- dwellings to be dedicated to Council are subject to the same design requirements and controls as all other dwellings within a development site. This includes design outcomes and characteristics such as solar access, cross-ventilation and universal design;
- the percentage of adaptable units is to be consistent with the applicable development control plan. The design of adaptable units is to be bespoke (not a conventional unit with adaptable spaces inserted within and around that design), and
- allocation of car spaces for affordable rental housing dwellings is to be consistent with the car parking requirements in the relevant planning controls.

3.6 Capital works

A planning agreement may make provision for a developer to carry out work on land in the public domain or land to be dedicated to the Council. Council will instruct a qualified quantity surveyor (at the cost of the developer) to verify all cost estimates submitted by the developer as part of the negotiation process. Additionally, Council's review or contribution to the scoping and design of the infrastructure will also be at the developer's cost.

The planning agreement will specify the particulars of the work and the procedure for satisfying any requirements in carrying out of the work, taking into account any unique circumstances or characteristics of the property. These particulars may include:

- requirements and specifications for detailed design plans for future approval, or specific references to endorsed plans;
- details of the defect's liability period;
- public liability insurance during construction and during the subsequent defect's liability period;
- requirements for inspection by Council prior to and during the course of construction including the notice to be given in order to arrange such an inspection;
- security such as bank guarantees to be held during the course of construction and the defects liability period to ensure the completion of public works and the protection of public assets. These guarantees must cover potential risks, including developer insolvency, ensuring that Council can access necessary funds to complete or rectify outstanding works;
- access for Council staff during the course of construction to ascertain progress or to assess asset value, and
- any other matter relevant to ensuring the enforcement of the agreement so as to ensure a quality public benefit is delivered in the public interest.

3.7 Recurrent charges & maintenance costs

Where a planning agreement proposes works or dedication of land and/or building assets, the developer may be required to provide supporting documentation outlining the lifecycle costs to Council, including operation or ongoing service delivery, as well as likely maintenance and replacement costs. This information will assist Council in determining whether to accept a planning agreement offer, please refer to Council's Land Dedication Policy approved 25 March 2024 (as amended from time to time)**.**

All planning agreements that involve the provision of public infrastructure through works to be carried out by the developer may include a reasonable contribution towards ongoing maintenance and replacement costs of the infrastructure, for a period agreed between the parties, determined on a case-by-case basis.

Where the public infrastructure primarily serves the development to which the planning agreement relates or neighbouring development, the arrangement for recurrent funding may be in perpetuity. Where the public infrastructure or public benefit is intended to serve the wider community, the planning agreement may, where appropriate, only require the developer to make contributions towards the recurrent costs of the facility for a set period, which will be negotiated according to the impact of the development.

The amount of any monetary contribution acceptable to Council will depend on the type and value of the works being handed over, whether repair and maintenance are likely to be required and the anticipated cost of maintenance, repair and renewal works.

If the developer is to maintain works after practical completion, a bank guarantee will be required by Council to cover the likely maintenance in the event the developer defaults.

4 METHODOLOGY FOR VALUING PUBLIC BENEFITS UNDER A PLANNING AGREEMENT

4.1 Determination of benefit value

The value of benefits proposed under a planning agreement will be determined prior to the agreement being publicly notified. The value of planning agreement deliverables must be consistent with the provisions of any relevant planning instrument (including a draft instrument) and development control plan.

To ensure that public benefits provided under planning agreements are directed towards appropriate and legitimate planning purposes, unless otherwise agreed in a particular case, planning agreement contributions will be valued as follows:

(a) in the case of the dedication of land for a public purpose regardless of classification under the *Local Government Act 1993*, the Council will attribute a nominal value of one (1) dollar to the land. Unless otherwise agreed, all benefits under a planning agreement will be dedicated at no cost to Council and free of all and any encumbrances;

(b) in any other case, the value of land to be dedicated will be determined by an independent valuer or registered quantity surveyor who is experienced in valuing works in New South Wales (and who is acceptable to Council), on the basis of a scope of work which is prepared by Council. All costs of the independent valuer/registered quantity surveyor will be borne by the developer;

(c) where construction or embellishment works are to be undertaken to satisfactorily deliver a public benefit, including in conjunction with land dedication/transfer, the developer will provide a cost of works estimate prepared by a suitably qualified Quantity Surveyor, which Council may have peer reviewed at the cost of the developer. The final cost of works will be Council's decision;

(d) in the case of dedication of dwelling units for affordable housing, the value to be attributed will be based on a market analysis of comparable sales in the previous 12 months or such other period determined by Council, considering any other deliverables in connection with the transfer of the unit(s);

(e) in the case of any other type of benefit, Council may, at its discretion, consult with the developer and apply an appropriate methodology to determine the value to be attributed to those benefits;

(f) in the event that a planning agreement proposes works and services that would normally be provided as a condition of development consent, then those works and services will be deemed to have no value under the planning agreement, and

(g) in assessing the value to the community of community facilities or public spaces proposed in a planning agreement, Council will consider the criteria for location, tenure, function, size and operation in the context of best practice guidelines in relevant Council studies, policies and strategies on community, open space and recreational needs.

4.2 Consideration of planning agreement contributions

When considering the value or appropriateness of a planning agreement contribution, Council will take into account all circumstances of the particular case, including:

(a) whether any housing and productivity contributions are (or are to be) levied in connection with the proposed development or planning proposal, as required by the State Government or as directed by the Minister;

(b) where the applicant is willing to participate in an open book analysis process or discuss any other matters that affect project viability specifically as a result of the planning agreement, excluding any financial contribution under (a);

(c) where applicable any requirement of Council's adopted Affordable Housing Policy, and

(d) where applicable any delivery of infrastructure works free of cost, including any contribution towards ongoing maintenance of those works.

"Open book analysis process" means a procedure used by Council to review the likely costs, feasibility analysis and profitability of a proposed development based on documents provided by the developer.

Any documents provided by a developer for an open book analysis will be treated as 'commercial in confidence'. Where necessary an independent arbitrator should be jointly appointed by Council and the developer to resolve any disputes with regard to the open book analysis.

For the avoidance of doubt, Council will not consider any section 7.11, 7.12 or 7.24 monetary development contributions as part of the matters addressed under this clause.

4.3 Monetary contributions and pooling of contributions

A planning agreement may make provision for a monetary contribution other than a contribution required under an adopted and in-force contributions plan. Such a contribution may be used to supplement funding for a project identified in a section 7.11 or 7.12 plan or as resolved by Council, allowing for more timely or enhanced delivery of public benefits. The terms of any monetary contribution under a planning agreement will be negotiated as part of the agreement. However, no credit or offset will be applied against a developer's existing section 7.11 or 7.12 contributions requirement.

The following matters are to be addressed:

(a) the amount of the monetary contribution;

(b) the purpose and extent of the monetary contribution;

(c) the timing of payments;

(d) in the case of staged payments, the staging details or payment schedule;

(e) any mechanisms for the indexing of the monetary contribution against inflation over time;

(f) details of any security that is to be provided in lieu of the monetary contribution until it becomes due and payable;

(g) any obligations on Council for the expenditure of the monetary contributions, and

(h) any other matter relevant to securing the public interest in managing and expending the monetary contributions.

4.4 Indexation of contribution values and security

Monetary contributions, and the value of works (design and construction) and land, required to be provided under a planning agreement are subject to indexation to reflect increases in the consumer price index ("CPI") between the execution of the agreement and timing of payment(s) or provision of the development contribution. The CPI used is the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.

Indexation is to be undertaken in accordance with the formula:

$$Amount = Contribution\ (stated\ in\ agreement) \times \frac{CPI\ at\ the\ date\ of\ payment/delivery}{CPI\ at\ the\ date\ of\ agreement}$$

Securities such as bank guarantees required under a planning agreement will also be subject to annual indexation requirements.

5 NEGOTIATION PROCEDURES

5.1 General

Council's negotiation approach for planning agreements aims to be efficient, predictable, transparent and accountable. Council will seek to ensure that the final negotiation of planning agreements runs in parallel with planning proposals for instrument changes or development applications so as not to unduly delay any approval.

It is therefore preferable that a planning agreement is discussed with Council before lodgement of the relevant proposal or application and that it accompanies the proposal or application on lodgement.

Once the terms in the letter of offer are negotiated, a draft planning agreement and explanatory note can be prepared and lodged with Council. The letter of offer should be consistent with the draft planning agreement and explanatory note. It should be updated, if required. In the case of planning proposals, Council will endeavour to ensure the planning agreement is signed and executed prior to the gazettal of the planning proposal.

5.2 Savings provisions

5.2.1 Planning agreements associated with planning proposals that have not received Gateway Determination at the time of adopting this policy

This Policy is to be applied to any planning agreements associated with planning proposals which had not received a Gateway Determination at the time of adopting this Policy.

5.2.2 Planning agreements associated with planning proposals that have received Gateway Determination at the time of adopting this policy

For planning agreements associated with planning proposals which had already received Gateway Determination at the time of adopting this Policy, Council's position on the value and type of the developer contributions under the planning agreement is as follows:

(a) for those planning agreements where Council and the applicant have already reached an in-principle written agreement about the value and type of the planning agreement deliverables, Council will honour the agreement reached with no change to the agreed terms and value;

(b) for those planning agreements where Council and the applicant have not reached an in-principle written agreement about the value and type of the planning agreement deliverables, but where a previous Council resolution has nominated specific terms as Council's position, there will be no change to this position and terms as resolved, and

(c) for those planning agreements without an in-principle written agreement on the value and type of the planning agreement deliverables , and where there is no specific Council resolution relating to deliverables or terms, the deliverables and terms will be negotiated according to this Policy, and also having regard to relevant past Council resolutions, the specific infrastructure needs arising from the development enabled by the planning proposal, and the broader public interest.

5.2.3 Planning agreements associated with development applications

At the time of adoption, this Policy applies to any planning agreement associated with any development application (except where written agreement in-principle has been reached by both parties and the planning agreement and development application and have both been publicly exhibited).

5.2.4 Variations to planning agreements solely relating to aligning the planning agreement to this policy

Council may consider but is not obliged to accept variations to any draft planning agreement already endorsed by Council or its delegate, at the time of adoption of this Policy.

5.3 Negotiating and preparing a draft planning agreement or amendment

Council has several roles to play in any planning agreement. It is required to act in its capacity as a regulatory and planning authority and, in the majority of cases, as a stakeholder and asset manager. This Policy acknowledges those roles and seeks to separate them in order to ensure probity and transparency. Therefore, in negotiating a planning agreement, the following arrangements regarding negotiation will be practiced:

- a member of Council staff will be nominated as the Planning Agreement Officer ("PA Officer"), with delegation to negotiate a planning agreement or amendments on behalf of Council. This delegation will be granted in accordance with Council's standard delegation procedures. Negotiation may be carried out by an independent third party appointed by the responsible Council staff;
- the responsible PA Officer may engage specialists to participate in negotiations and provide advice. Any reasonable costs associated with this will be paid by the developer;
- the PA Officer will not make verbal, binding commitments during face-to-face negotiations to ensure a proper assessment of proposed public benefits is undertaken;
- the PA Officer may negotiate a planning agreement before and after public exhibition of the draft agreement or its amendment. The PA Officer is delegated to negotiate minor changes that do not affect deliverables prior to execution;
- Councillors will not participate in negotiations with developers but may:
  (a) endorse a letter of offer/draft planning agreement for exhibition purposes;
  (b) resolve to agree or not agree to enter into a planning agreement.
- prior to finalisation and execution, a report to Council will detail public exhibition outcomes and recommend further changes if necessary. The report will include recommendations on how to proceed with the agreement (that is, to either seek execution of the agreement, amend the agreement or not proceed with the agreement);
- planning agreement offers will be assessed by the PA Officer and relevant Council staff. An independent third party may be engaged for negotiation and assessment;
- discussions with developers will include at least two Council officers (including the PA Officer). Minutes of meetings will be prepared and circulated for clarity and transparency, and
- Councillors will not be involved in direct negotiations but will endorse and approve the agreement by resolution for exhibition and execution.

The PA Officer responsible for negotiating a planning agreement will not also be responsible for assessing the associated development application or planning proposal. Council will ensure that any officer involved in negotiating a planning agreement does not have a conflict of interest, pecuniary or otherwise, in accordance with Council's Code of Conduct.

If a PA Officer considers they may have a conflict of interest, they must immediately notify their Executive Director so that an alternative officer / or, if necessary, an independent third party can be appointed.

Any person reporting to the PA Officer who is involved in the preparation or negotiation of the planning agreement will also be bound by the same provisions of this Policy with respect to interactions with Council officers assessing the development application or planning proposal, and any potential conflicts of interest.

Prior to finalisation and execution of a planning agreement, a report to Council is required to detail the outcomes of the public exhibition and where necessary recommend further changes to the draft

planning agreements as a result of the exhibition and above considerations. The report will include recommendations about how to proceed with the planning agreement (i.e. seek execution of the agreement, amend the agreement or not proceed with the agreement).

5.4 Input from other Council officers

The PA Officer or relevant Council Officer must consult widely with Council staff on any proposed planning agreement (including amendment or revocation) where it affects community facilities, open space, road, traffic, property, assets or financial management, facilities staffing, maintenance, or similar matters. This includes seeking input from the Council's Executive Team before accepting a formal PA offer, consulting with infrastructure coordination and planning teams for land dedication or works aligning with local infrastructure planning, and engaging property and asset management teams to assess long-term ownership and maintenance responsibilities.

5.5 Involvement of independent third parties in the negotiation and assessment process

Council may at its sole discretion appoint an independent person to facilitate or otherwise participate in the negotiation or assessment of a planning agreement, or aspects of it, including where:

(a) an independent assessment of a proposed instrument change or development application is necessary or desirable;

(b) factual information requires validation in the course of negotiations;

(c) where Council may have an interest or stake in the development proposed or where Council owns the land being developed;

(d) sensitive financial or other information must be verified or established in the course of negotiations;

(e) facilitation of complex negotiations (including legal advice) is required in relation to large projects or where numerous parties or stakeholders are involved, or

(f) independent valuation, or independent quantity surveying is required.

Council may engage a probity advisor in circumstances where planning agreement negotiations have been controversial, associated with a history of litigation or complaint, involve a unique approach to provision of deliverables or where considerable technical and environmental challenges arise.

Where Council has a commercial interest or stake in the development proposed (other than a general public benefit) an independent third party will be engaged to carry out the assessment of the proposed instrument change, development application or planning agreement. The cost of the independent third party or parties will be borne by Council.

5.6 Amending or revoking a planning agreement

Council and the developer may negotiate the amendment or revocation of an executed planning agreement and depending on the circumstances, engage an independent third party to act on behalf of Council in these circumstances.

A planning agreement may be amended or revoked by a further agreement in writing signed by representatives of Council and the developer. The costs associated with amending or revocation of a planning agreement will be borne by the developer.

An amendment of a planning agreement may need to be negotiated where there is a material change to a planning proposal planning controls, a material change to the deliverables/contributions within a planning agreement, or where a development application linked to the agreement is modified under section 4.55 of the Act and the modification has a bearing on development contributions applicable under the planning agreement.

Amendment or revocation of a planning agreement must follow the statutory requirements contained in the Act and the Regulation.

Except for any explicit waiver clause within a planning agreement, which may be acted upon solely at Council's discretion, any changes that are proposed to be made to a draft planning agreement after public notice has been given will be subject to renotification if the changes would materially affect:

(a) how any of the matters specified in section 7.4 of the Act are dealt with by the planning agreement;

(b) other key terms and conditions of the planning agreement;

(c) the planning authority's interests or the public interest under the planning agreement, and

(d) whether a non-involved member of the community would reasonably be expected to have made a submission objecting to the change if it had been publicly notified.

The responsible Council staff may engage specialists in particular fields to participate in negotiations and provide advice to the staff and eventually to Council when it considers the agreement. Council may require any costs associated with this to be payable by the developer.

Consistent with their role generally for the making of planning agreements, Councillors will not participate in negotiations with a developer or their representatives relating to amendments or revocation of a planning agreement but may have a role (as the full Council) in:

(a) endorsing any amendments for exhibition purposes; and

(b) endorsing a proposed revocation.

Where Council has a commercial interest or stake in the development proposed (other than a general public benefit) an independent third party will be engaged to carry out the assessment of the proposed instrument change, development application or planning agreement. The cost of the independent third party or parties will be borne by Council.

5.7 Lobbying

In relation to planning agreements, Councillors should not:

(a) fetter their discretion by giving undertakings to vote a certain way to an interested party prior to considering all the information relevant to a decision;
(b) act as an agent for proponents, including moving motions that have been drafted by a person associated with a developer or other third parties, and
(c) accept information from a developer of a technical nature without passing it on to the relevant council officers for assessment and so that it is captured in council's record keeping system.

6. NOTIFICATION AND EXHIBITION

6.1 Public notification of planning agreements, amendments or revocation

A draft planning agreement, amendment or revocation must be publicly notified and available for public inspection in accordance with the Act (currently a minimum period of 28 days in accordance with section 7.5(1) of the Act). Council may decide to notify a draft planning agreement for a longer period at its discretion. Council will also notify the application to which a planning agreement relates in accordance with its community engagement strategy.

Where practical, Council will attempt to notify planning agreements in conjunction with the associated planning proposal or development application (including modification of consent).

A draft planning agreement offer is required to be endorsed by Council for public notification purposes as follows:

(a) in the case of a planning proposal application: before the planning proposal is sent to the Department for Gateway Determination, with the intention of exhibiting the draft agreement with the planning proposal, and

(b) in the case of a development application (or modification of consent), before the relevant Planning Panel considers the development application (or modification of consent), with the intention of exhibiting the draft agreement as soon as practicable after lodgement of the development (or modification) application.

The costs relating to public notification of a planning agreement will be borne by the developer. Fees will be charged in line with Council's Fees and Charges Schedule. Costs associated with amending or revoking a planning agreement will also be payable by the developer.

6.2 Re-notification

Council will publicly re-notify and make available for public inspection a proposed planning agreement and the application to which it relates if, in Council's opinion, a material change is made to the terms of the agreement or the application after the agreement has previously been publicly notified and inspected. Refer to section 5.6 above, such a change could arise as a consequence of public submissions made about the agreement or the application, or formal consideration of them by Council. The cost of a re-notification will be charged in line with Council's Fees and Charges Schedule, payable by the developer.

6.3 Public comment on draft planning agreements

All public submissions to a planning agreement will be considered before finalisation of the planning agreement for execution.

Council may resolve not to proceed with a planning agreement as a result of matters raised in a public submission.

7 IMPLEMENTATION AND CONDITIONS

7.1 Preparation of the planning agreement

Unless otherwise agreed by the parties in a particular case, planning agreements will be prepared by the developer using Council's planning agreement template found at **Appendix A** and the formal offer made by the developer, as reported to Council.

The planning agreement will also be prepared in accordance with the requirements of the Act, the Regulation and this Policy. The planning agreement must include an explanatory note prepared in accordance with the requirements of the Act, the Regulation, this Policy and Council's template at **Appendix B**.

7.2 Parties to the planning agreement

Council and the developer will be parties to the planning agreement.

If Council is not the consent authority, or another entity is involved in the agreement (for example another council), that other entity may be required to be a party to the agreement.

Where the developer is not the land owner or does not own all land to which the planning agreement relates, the Council will require the landowner or other relevant landowners to be parties to the agreement so that the agreement can be registered on the title of the land.

7.3 Implementation agreements and Infrastructure Services Delivery Plan

The Infrastructure Services Delivery Plan ("ISDP") is a document which details the items of work to be delivered by way of a planning agreement. The ISDP will be prepared by the developer to assist in the preparation, negotiation, and implementation of the planning agreement. Council's template ISDP can be found at **Appendix E** of this Policy.

Ordinarily, a planning agreement will deal with all matters necessary to conclude the agreement with the developer, including:

(a) the timetable for provision of planning obligations under the planning agreement;

(b) the design, technical specification and standard of any work required by the planning agreement to be undertaken by the developer;

(c) the manner in which a work is to be delivered and handed over to the Council, and

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

There may be some circumstances where the parties are not able to resolve some of these matters at the time the agreement is entered into, particularly if the agreement accompanies an application for an instrument change. If this is the case, Council may require the planning agreement to be contingent upon an implementation agreement to be entered into between the parties at a later date on terms satisfactory to the Council, that deals with those matters that cannot be resolved at the time the planning agreement is entered into.

However, Council's preference is for all matters that are relevant to a proposal be dealt with in the planning agreement prior to its execution by the parties.

7.4 When can a planning agreement be executed?

A planning agreement is executed when it is signed by all of the parties.

A planning agreement can be entered into at any time after the planning agreement is publicly notified in accordance with the Act and Regulation and subject to Council resolution to enter into the planning agreement.

Council will require a developer to give an irrevocable offer and execute the planning agreement at the following times:

(a) in respect of a development application (including modification of consent) or complying development certificate, Council will seek to have the planning agreement executed prior to the grant of development consent. If the planning agreement is not executed prior to the grant of development consent, Council will impose a condition requiring the planning agreement to be entered into and, if relevant, registered on title either as a deferred commencement condition or prior to the issue of a Construction Certificate or any Occupation Certificate, depending on the proposed timing for delivery of planning agreement contributions, and

(b) in respect of a planning proposal, Council will expect to have the planning agreement executed prior to Council requesting that the Minister make the instrument change referred to in the planning proposal, or before Council makes the instrument change under delegation.

Council may also impose conditions of consent requiring compliance with the planning agreement and the delivery of the relevant planning agreement contributions at the required time.

Council cannot impose a condition of consent that requires a developer to enter into a planning agreement on terms different to those offered, or if a planning agreement was not offered.

7.5 When will planning obligations arise?

The obligations under a planning agreement will arise as agreed between the parties, and the timing for delivery of each public benefit/planning agreement contribution must be specified in the planning agreement. Council will generally require planning agreement contributions to be provided as follows:

(a) in the case of a monetary contribution, full payment of the monetary contribution will be due prior to the issue of any construction certificate;

(b) in the case of works, those works are to be due prior to the issue of any occupation certificate for development on the land (including any partial occupation certificate). Council will require any works on land intended to be dedicated (for example embellishment of a public reserve) to be completed prior to that dedication;

(c) in the case of land dedication/transfer for affordable housing, the dedication/transfer is to occur within 10 business days of the registration of the relevant subdivision plan creating the lot to be dedicated, or the issue of any occupation certificate for the land to be dedicated, whichever occurs later;

(d) in the case of other land or facility dedication, dedication is to occur prior to occupation of the development or the issue of any occupation certificate for the development (including any partial occupation certificate). This timing may be varied depending on how the development will be staged and the location of the land to be dedicated. Council will require this information from the developer, so Council be properly informed when negotiating the likely timing for the dedication of the land;

(e) dedication of public reserves or public roads can be made on registration of a subdivision plan creating the lot to be dedicated in accordance with the relevant provisions of the *Local Government Act 1993* or the *Roads Act 1993*, and

(f) Council in agreement with the developer may choose to add a final date or maximum time period in which the planning agreement contributions are to be delivered, for example, within 5 years of execution of the agreement.

In the case of staged developments, Council may accept the planning obligations to be delivered in stages, consistent with the applicable stages of development as outlined in a 'staging plan' to form part of the planning agreement.

7.6 Monitoring and review of a planning agreement

Council will monitor the performance of the developers' obligations under a planning agreement. This may include Council requiring the developer (at the developers' cost) to report periodically to Council on its compliance with obligations under the planning agreement.

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

Council monitors planning agreements by:

(a) undertaking quarterly reviews of planning agreement milestones and status through the Delivery Program and Operational Plan (DPOP) reporting process;

(b) reporting annually on the status of Planning Agreements as part of its Annual Report, and

(c) including deliverables in Council Finance Audits.

7.7 Modification or discharge of obligations

Council may agree to a provision in a planning agreement permitting the developer's obligations under the agreement to be modified or discharged in the following circumstances:

(a) the developer's obligations have been fully carried out in accordance with the agreement; or

(b) the development consent to which the agreement relates has lapsed or was surrendered; or

(c) the instrument change to which the agreement relates did not proceed, or

(d) the development consent to which the agreement relates has been modified to such an extent that the planning obligations may not be appropriate; or

(e) the substantive performance of the planning agreement, including the developer and/or Council not being able to achieve the key benefits of the agreement has been frustrated by an event or events beyond the reasonable control of the parties; or

(f) the developer has fully and completely assigned the developer's interest under the agreement in accordance with its terms (see clause 7.8 of this Policy below); or

(g) other material changes affecting the operation of the planning agreement have occurred, or

(h) Council and the developer otherwise agree to the modification or discharge of the agreement.

Where required, the modification or discharge of obligations will be carried out through an amendment or revocation of the planning agreement in accordance with the Act and Regulation. However, where the agreement already provides for such changes, formal amendment or revocation may not be necessary.

7.8 Assignment and dealings by the developer

Council requires all planning agreements to prohibit the assignment of any or all of the developer's rights or obligations under the agreement, and to prohibit any dealing in relation to any part or the whole of the land the subject of the agreement unless:

(a) the developer has, at no cost to Council, first procured the execution by the assignee of all necessary documents in favour of Council under which the assignee agrees to be bound by the original planning agreement;

(b) the developer has, at no cost to the Council, first procured replacement security from the assignee. Council may require the assignee to provide more security than the original developer if the assignee does not have the same financial standing as the original developer;

(c) if the proposed dealing involves a mortgage, charge or other encumbrance in relation to the party's right, title and interest in the land, such documents provide for an agreement by the person to the effect that they, and any receiver appointed by them, will not enjoy rights greater than those of that party;

(d) the party is not in breach of this agreement, and

(e) the planning agreement has been registered on title.

Any assignment or dealings by the developer under the planning agreement is subject to Council's approval (which will not be unreasonably withheld) and must be formalised through a Deed of Novation. Additionally, any necessary amendments to the agreement must be made to reflect such changes.

7.9 Provision and timing of security under a planning agreement

Council will require a planning agreement to make provision for security to cover the developer's obligations under the agreement. Matters relevant to the form, timing and indexation of security are as follows:

(a) form of security

- security for obligations to deliver works or make monetary contributions will generally be in the form of an unconditional bank guarantee from an Australian bank in favour of Council. The guarantee must cover the full value of the developer's obligations and be on terms otherwise acceptable to Council;
- in respect of planning agreement contributions in the form of land, Council may require provisions allowing Council to compulsorily acquire any land to be dedicated for one Australian dollar if the developer defaults or falls into administration/liquidation, and
- Council will require the creation of a charge over land and requires that a caveat be registered on the title if Council has an equitable estate or interest in the land.

(b) timing of security payment

- security (such as bank guarantees) must be provided to ensure compliance with obligations under the planning agreement;
- contributions that do not involve monetary payment to be provided prior to the issue of a construction certificate, or at such other appropriate times, depending on the nature and timing of the planning agreement contributions, and

- where security is required under a planning agreement for a monetary contribution only, the security may be provided as a bank guarantee of the monetary contribution prior to the issue of a construction certificate.

(c) indexation of security amounts

- security will be subject to indexation in accordance with the formula set out at clause 4.4 of this Policy;
- the planning agreement will identify when a previously provided security (such as a bank guarantee) will need to be replaced or increased due to indexation, and
- the developer may pay the full, indexed, monetary contribution instead of providing a bank guarantee for a particular stage in accordance with clause 7.4 of this Policy.

7.10 Registration of planning agreements and caveats

Council requires that planning agreements be registered on the title. Therefore, if the landowner is not the developer, they must be included as an additional party to the planning agreement.

The developer is responsible for registering the planning agreement on the title as soon as practicable after execution of the agreement by the parties. The developer must provide Council with signed consents from all parties whose approval is required for the registration prior to execution of the planning agreement. If, in exceptional circumstances, Council requests to facilitate the registration, the developer will be required to meet Council's costs of and incidental to registering the planning agreement.

Council will require a planning agreement to contain an acknowledgment by the landowner that Council is deemed to have acquired and the landowner is deemed to have granted an equitable estate or interest in the land for the purposes of section 74F of the *Real Property Act 1900* which Council may protect by lodging a caveat notifying that interest.

The caveat remains in effect until all obligations stipulated in the planning agreement are fully satisfied or otherwise released by Council.

In the case of a development application that includes a planning agreement, if the planning agreement is not registered prior to the grant of development consent, Council will require timely registration of the planning agreement as a condition of development consent, and before the consent is acted upon.

Where planning obligations are to be delivered after the registration of a subdivision or strata plan, Council may agree to removal of the planning agreement from the title to final lots (lots that are not to be further subdivided), subject to adequate security being provided to Council for any outstanding planning obligations to be delivered (including satisfaction of defects liability period). This may include:

(a) a requirement to register the planning agreement against the title to the common property;

(b) caveats to be registered over any land to be dedicated to Council, and

(c) bank guarantees to secure the cost of any works and/or monetary contributions that remain outstanding.

7.12 Dispute resolution

Council will require a planning agreement to provide for mediation of disputes between the parties to the agreement, at their own cost, before the parties may exercise any other legal rights in relation to the dispute, save where urgent interlocutory action is required.

7.13 Land Environment Court

Section 7.8(1) of the Act expressly precludes a person from appealing to the Land and Environment Court against the terms of a planning agreement or against the failure of a planning authority to enter into an agreement. There is a core principle that a planning agreement must be made voluntarily on both sides, therefore once voluntarily entered into, there are no appeal rights.

This does not affect the jurisdiction of the Land and Environment Court under section 9.45 of the Act to remedy or restrain a breach of the Act.

7.14 Detailed design plans and specifications

Council will require a planning agreement to make provision requiring detailed design plans and or specifications to be provided to Council for approval prior to the commencement of any works to be delivered under a planning agreement. Proposed works should include deliverables and core elements to be aligned with Council strategies, guidelines and policies.

Cost associated with the Council's review of the plans and specifications, including third party assistance, will be applied in accordance with Council's Fees and Charges.

7.15 Inspections

Council will require a planning agreement to make provision for the inclusion of mandatory inspections where works are to be delivered and/or land is to be dedicated under a planning agreement. All relevant Council departments will be required to inspect and approve works, assets and design/construction standards, to ensure all obligations have been completed to Council's requirements.

Any asset to be transferred or dedicated to Council must meet Council's specific construction requirements provided by Council's designated asset owner, in the first instance. If Council has not documented a specific construction requirement, the asset must comply with the relevant industry specification. If no Council specific construction requirement exists and no industry specification exists, the asset must conform with the relevant Australian Standard, as a minimum.

Council must inspect all assets at specified hold-points during construction and prior to taking ownership, to ensure delivery is in accordance with approved plans and specifications. Council has the right to identify non-compliant works and reject assets that are not constructed to an acceptable standard and are not built in-line with the approved design drawings and specifications. The proponent must rectify and/or replace any assets that have been rejected by Council at their cost and to a standard agreed with Council.

A Private Certifier cannot sign off on the completion of inspections or the satisfactory completion of new handover assets until Council has conducted its inspection and confirmed its satisfaction.

Cost associated with the review will be applied in accordance with Council's Fees and Charges.

7.16 Defects liability period

Where a planning agreement includes the delivery of works, or dedication of land or housing, Council will require a planning agreement to make provision for the inclusion of a defect's liability period and provision of security for the defect's liability period.

In the case of structural or below ground works, the defects liability period shall be two years from issue of certificate of practical completion. In all other circumstances, the defects liability period will be one year from issue of certificate of practical completion.

Security in the form of an unconditional bank guarantee will be held for the defect's liability period. The amount of the security will be determined by Council at its discretion. Generally, the security amount will be equal to 2.5% of the cost of the works. In some cases, a higher rate may be applied to determine the security amount, depending on the risks involved for Council if there is a defect in the works.

Cost associated with the review of documentation of assets inspection will be applied in accordance with Council's Fees and Charges.

7.17 Cost of entering a planning agreement

An Offer to enter into a planning agreement is to be accompanied by an administration fee payable to Council. The fee covers the assessment and administration costs associated with the consideration of the Offer.

Council will require that all reasonable costs for drafting, exhibition, execution and registration of the agreement are met by the developer, in accordance with Council's Fees & Charges. Costs may include fees relating legal advice, independent consultants, land valuers, quantity surveyors and the like.

As noted in Section 5.5 of this Policy, where Council has engaged an independent third party to carry out the assessment of the proposed instrument change, development application or planning agreement on the basis that Council has a commercial interest or stake in the development proposed (other than a general public benefit), the cost of the independent third party or parties will be borne by Council.

7.18 Monetary contributions - Accounting

Monetary contributions collected and/or infrastructure works delivered under a planning agreement will be accounted for in Council's Annual Financial Statements and Annual Report and/or asset registers.

Monetary contributions collected under planning agreements will be held in restricted reserves.

7.19 Monitoring & Review of Policy

This Policy will be reviewed at a minimum of every four (4) years or as otherwise required.

8 TERMS AND DEFINITIONS

In this Policy, the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979*.

affordable housing has the same meaning as under the Act.

asset management strategy means Council's asset management planning as described in Council's Resourcing Strategy prepared in accordance with section 403 of the *Local Government Act 1993*.

bond means an insurance bond from a party with no less than an "A" -S & P Global credit rating.

CEO means the Chief Executive Officer, the General Manager or the Interim General Manager of Council as the case may be.

condition of development consent means a condition contained in a consent issued under Part 4 of the Act to carry out development.

contributions plan means a contributions plan approved under section 7.18 of the Act.

corporate strategic documents are the documents required to be prepared by Council in accordance with Part 2 of Chapter 13 of the *Local Government Act 199*3.

Council means the City of Parramatta Council (ABN 49 907 174 773).

Council's Commercial Interest means where Council has a direct financial or proprietary stake in a development proposal, including but not limited to:

- Council being the landowner of the development site;
- Council acting as a developer or joint venture partner, and
- Council receiving financial or commercial benefits beyond a general public benefit.

dedication of land includes dedication of:

- land in stratum (whether or not within a building);
- lots in a strata plan, and
- interests in land such as but not limited to easements and rights of way.

Department means the Department of Planning, Housing and Infrastructure, or its successor.

developer is a person who has sought a change to an environmental planning instrument (which includes the making, amendment or revocation of an instrument (s7.4(11)), or who has made or proposes to make a development application, or who has entered into an agreement with or is otherwise associated with such a person.

development application has the same meaning as in the Act.

development consent has the same meaning as in the Act.

development contribution means the provision made by a developer under a planning agreement, being a monetary contribution, the dedication of land free of cost, or the provision of any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

housing and productivity contribution has the same meaning as given in the Act.

instrument change means a change to an environmental planning instrument to facilitate a development application to be made to carry out development under revised planning control.

land, when used in the context of "dedication of land" as required by a planning agreement, includes a Torrens Title lot or part of such a lot, vacant or improved land, land that is the subject of a strata or stratum subdivision, a part of a building or road, or any other form of real property.

PA Officer means a staff member nominated to negotiate a proposed planning agreement or any amendments on behalf of Council.

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

planning proposal has the meaning given in the Act.

the public includes a section of the public.

public benefit is the benefit enjoyed by the public as a consequence of a planning agreement contribution.

public facilities mean public infrastructure, facilities, amenities and services.

public purpose has the meaning given in section 7.4 of the Act.

Regulation means the *Environmental Planning and Assessment Regulation 2021*

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Appendix A Planning Agreement Template

Template Planning Agreement is available on Council's website on the following link:

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Appendix B Explanatory Note Template

Note: The template below is based on a template provided by the NSW Department of Planning, Industry and Environment, which may change from time to time. All Explanatory Notes shall have regard to the relevant sections of the Act and Regulation.

Explanatory Note Template

Environmental Planning and Assessment Regulation 2021 (Clause 205)

Explanatory note for planning agreements under section 7.4 of the Environmental Planning

and Assessment Act 1979

1. The parties to this planning agreement are:

City of Parramatta Council as the planning authority

[Developer name] as the developer

2. Description of Subject Land

[Insert]

3. Description of Proposed Change to Environmental Planning Instrument/Development Application

[Insert]

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

[Insert]

5. Effect of the Draft Planning agreement

The Draft Planning agreement:

- relates to the carrying out of the Development (as defined in clause 1.1 of the Draft Planning agreement) on the Land by the [Landowner/Developer]
- [does/does not] exclude the application of s7.11, s7.12 or s7.24 of the Act to the Development
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning, or novating an interest under the agreement,
- [Specify additional effects]

6. Assessment of the merits of the planning agreement

- What planning purposes are served by the planning agreement?
- How does the planning agreement promote the objects of the Act?
- What is the impact, positive or negative, of the planning agreement on the public?
- How does the planning agreement conform with and promote:
    - the Council's capital works program
    - The principles for local government articulated in Chapter 3 of the *Local Government Act 1997*
- Are there any other matters which a reasonable member of the public would wish to know in understanding this planning agreement?

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Appendix C Summary steps to preparing and negotiating a planning agreement

Council's negotiation system for planning agreements aims to be transparent, consistent, efficient, fair, and accountable. The system seeks to ensure that the negotiation of planning agreements runs in parallel with planning proposal applications or development applications (including modification of consent).

As planning agreements are required by the Act to be publicly exhibited, a planning agreement must be negotiated, drafted and be in a final draft form that will enable it to be publicly exhibited, preferably before the associated planning proposal or development application (including modification of consent).

Therefore, Council prefers that a developer make an offer to enter into a planning agreement prior to the lodgement of a planning proposal or development application (including modification of consent). Council has prepared template documents which must be utilised for planning agreement offers.

For development applications (or modification of consent), the terms of the planning agreement may not have been negotiated by the time the development application is due to be exhibited. In those circumstances, the Council aims to publicly exhibit any draft planning agreement as soon as practicable after lodgement of the development application with Council and before the relevant Planning Panel considers the development application (or modification of consent).

Step 1 – Initiation

(a) Prior to lodgement of a development application or planning proposal application either a developer or Council might commence the discussions about whether a planning agreement is appropriate in connection with any particular development application or planning proposal in order to inform and then make the offer to enter into the planning agreement.

(b) Council staff and the developer will decide in principal whether to negotiate a planning agreement in accordance with this Policy and the Practice Note issued by the Planning Secretary under s203(6) of the Regulation. Council staff may determine whether it is appropriate not to proceed with a planning agreement.

Step 2 – Lodgement of Development Application or Planning Proposal

(a) An initial planning agreement offer should be made by the developer prior the lodgement of a planning proposal or development application (including modification of consent) with Council.

(b) Any formal planning agreement offer must be made in writing by the developer and landowners (if the developer does not own the land) and should be based on Council's template, which is available on Council's website. A link to the template is provided in Appendix A.

(c) Any potential variation/s to the template planning agreement should be identified in the planning agreement offer, accompanied by reasons for the variation.

(d) The planning agreement offer should address each of the requirements under section 7.4 of the Act.

(e) The final content of the agreement will be subject to the outcome of negotiations between the responsible Council staff, the developer and any division of the Council.

(f) Council and the developer are to nominate the persons that will represent them in the

negotiations. Council may nominate a third party at its discretion.

Step 3 – Negotiation of commercial terms

(a) Council's PA Officer will be responsible for all functions with regard to negotiating the proposed planning agreement, subject to resolutions of the Council and/or requirements in this Policy to seek support and approval from other Council staff or legal advisors.

(b) If the developer is not the owner of the relevant land, the landowner must be an additional party to the proposed planning agreement and negotiations.

(c) The PA Officer and the developer should conduct initial discussions to identify the broad terms of the planning agreement being proposed. The key commercial issues for negotiation will be identified by the PA Officer and the developer, and the negotiations over these issues will then take place. The PA Officer will prepare and circulate minutes of all discussions with the developer.

(d) The PA Officer will consult with relevant stakeholders or third-party experts as required during the commercial negotiations.

(e) The PA Officer will seek in principle support from Council's Executive Team prior to the completion of the commercial terms.

Step 4 – Report to Council

(a) The outcomes of the negotiation and assessment of the formal written PA offer are to be reported to Council by the PA Officer seeking a resolution that a draft planning agreement be prepared for public exhibition purposes. It is noted that Council may not accept the planning agreement offer based on negotiations between the PA Officer and the developer. In this circumstance further negotiations between the developer and the PA Officer may need to be undertaken to satisfy Council.

(b) In the case of a planning agreement offer made in conjunction with a planning proposal, the report to Council will ordinarily occur concurrently with a report seeking that the planning proposal be referred to the Department of Planning, Housing and Infrastructure for Gateway Determination.

(c) In the case of a planning proposal application: before the planning proposal is sent to the Department for gateway determination, with the intention of exhibiting the draft agreement with the planning proposal;

(d) In the case of a development application (or modification of consent), before the relevant Planning Panel considers the development application (or modification of consent), with the intention of exhibiting the draft agreement as soon as practicable after lodgement of the development (or modification) application.

Step 5 – Preparation of draft planning agreement

(e) Once the Council has resolved to prepare a planning agreement for public exhibition, the PA Officer will (under delegation) commence preparation of the formal legal document based on Council's standard template planning agreement (provided in conjunction with this Policy).

(f) There may be further negotiation between the parties in respect of the detailed terms of the planning agreement. These matters should have previously been identified in Step 3.

(g) All parties are to agree to a final draft planning agreement and the accompanying explanatory note & Infrastructure Service Delivery Plan for public exhibition purposes.

Note: Where time permits, and as agreed by both parties, this step may occur prior to the matter being reported to Council. However, the draft agreement cannot be publicly exhibited prior to a Council resolution resolving to do so.

Step 6 – Public Notice

(a) A draft planning agreement & infrastructure service delivery plan will need to be endorsed by Council for public notice purposes.

(b) Following endorsement by Council, the development application or planning proposal and draft planning agreement will be publicly notified and exhibited for a period of 28 days in accordance with the Act, this Policy and Council's Notification Policy.

(c) Where possible, public notice of the draft planning agreement should occur concurrently with public exhibition of the associated planning proposal or development application (including modification of consent).

(d) Council will consider any submission made about a planning agreement before finalising the agreement for further report to Council.

(e) The PA Officer will also be involved in the finalisation of the draft planning agreement or amendment to a planning agreement following its public exhibition and may negotiate further changes to the draft planning agreement having regard to any matters raised following public notification and exhibition.

(f) If changes are made to a planning agreement, Council will consider if those changes warrant re-notification and repeat of any of the steps above.

Step 7 – Further report to Council

(a) Following the completion of the public exhibition period a further report will be put to Council detailing the outcomes of the public notice, addressing any submissions, and where necessary recommending further changes to the draft planning agreement as a result of the notice. The report will include recommendations about how to proceed with the planning agreement, (i.e. seek execution of the agreement, amend the agreement or not proceed with the agreement).

(b) It is noted that Council may not accept the recommendations of the PA Officer. In this circumstance further negotiations between the developer and the PA Officer may need to be undertaken to satisfy Council.

Step 8 – Execution of planning agreement

(a) The report referred to in (7) should be put to Council before the development application is considered by the relevant Planning Panel.

(b) Should Council endorse a planning agreement for execution, the planning agreement will be executed by both parties.

(c) A planning agreement must be executed before Council will finalise any instrument change associated with an accompanying planning proposal application. If the developer refuses to execute a planning agreement offered in connection with a planning proposal, the Council will ask the Minister not to proceed with the relevant instrument change under section 3.35(4) of the Act.

(d) Where a planning agreement is made in conjunction with a development application (including modification of consent) or a complying development certificate, the development consent will be subject to conditions requiring the planning agreement to be complied with. If the agreement is not executed prior to development consent being granted, a condition will be imposed requiring execution of the planning agreement in accordance with the offer made and subsequent registration of the agreement as authorised by Section 7.7(3) of the Act. Conditions requiring the execution and registration of a planning agreement may be deferred

commencement conditions that must be satisfied before the consent becomes operational.

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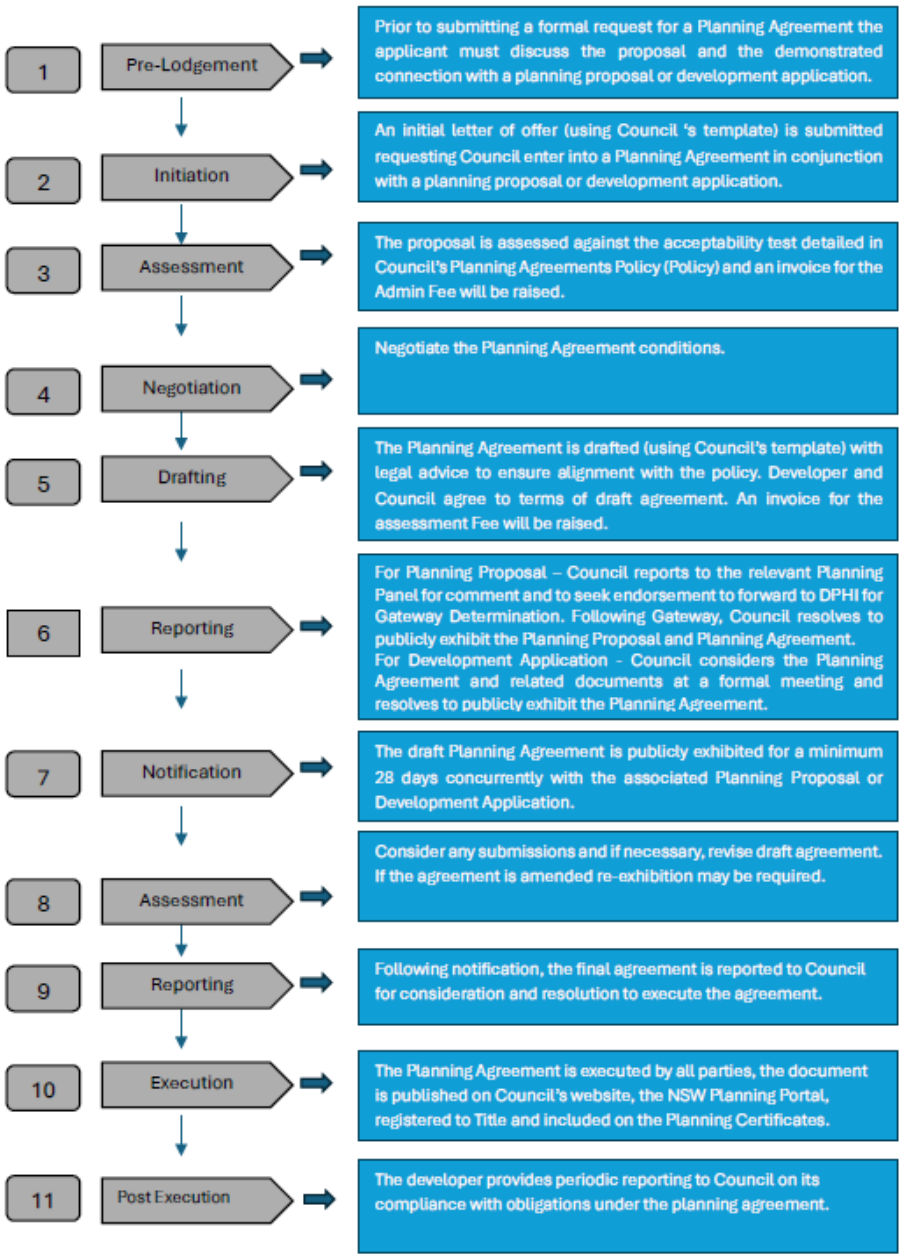
Appendix D Indicative Planning Agreement Flowchart



Appendix E Infrastructure Services Delivery Plan Template

The Infrastructure Services Delivery Plan Template is available on Council's website on the following link:

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Appendix F Letter of Offer Template

[Date]

The Chief Executive Officer
City of Parramatta Council
PO Box 32
Parramatta NSW 2124

Dear Sir/Madam

Offer to enter into planning agreement in relation to [planning proposal] or [development application] [insert description]
Property: [insert details]

Introduction

[Name of Developer / Proponent] offers to enter into a planning agreement with Council under section 7.4 of the *Environmental Planning and Assessment Act 1979* in connection with [insert details of Development Application or Planning Proposal] for the provision of public benefits as set out in this letter.

The [Name of Developer / Proponent] has considered Council's Planning Agreements Policy (**Policy**) in the making of this offer and has sought to follow the Policy, to the fullest extent possible.

Offer

Table 1 below sets out the details of the key terms of the offer with the full commercial terms to be in accordance with Council's Planning agreement template, [except as identified in table 2 of this letter]

Item	Terms
Parties	City of Parramatta Council [Insert Developer and Landowner details. If the Landowner is not the Developer, then the Council will ordinarily require the Landowner to be a party to the agreement].
Land	[Insert Lot and DP references of all land applying to the planning proposal and/or development application, as well as street address information]
Planning Proposal / Development Application	[Insert details of the Planning Proposal and / or Development Application, including a summary description of the proposed changes to the instrument or the proposed development]
Monetary Contribution	[Insert details of the amount, manner of delivery and timing of any monetary contribution offered]

Item	Terms
Works	[Insert details of the nature and extent, manner of delivery and timing of any works to be undertaken. Include a detailed scope of works if available and any relevant plans]
Dedication of Land	[Insert details of the nature and extent, manner of delivery and timing of any land to be dedicated. Include a detailed description of the land and any relevant plans]
Other Public Benefits	[Insert details of any other public benefits offered, such as arrangements or contributions for the maintenance of works to be delivered under the planning agreement; or public access easements or restrictive covenants to be registered to ensure that benefits are maintained in perpetuity]
Value of Public benefits	[Advise of the total value of the public benefits offered and the basis of those values]
Application of section 7.11, 7.12 and 7.24	[Advise whether the offer is subject to the exclusion of sections 7.11, 7.12 or 7.24 of the Act]
Dispute Resolution	[Advise whether the terms of the template planning agreement relating to dispute resolution are accepted or are to be amended]
Security	[Confirm the nature and extent of any security to be offered for each of the contributions to be made. Note that Council will ordinarily require bank guarantees to secure obligations to make monetary contributions and to complete works].
Restrictions on Issue of Certificates	[Advise whether provisions restricting the issue of Construction Certificates, Occupation Certificates and Subdivision Certificates will apply].
Other Terms	[Advise whether other terms of the template planning agreement are accepted or are to be amended and insert details of any additional terms]
Costs	[Name of Developer / Proponent] agrees to pay Council's reasonable costs of and incidental to the negotiation, preparation and entering into the agreement, as well as administration and enforcement of the planning agreement in accordance with the terms set out in the template planning agreement.

Table 1

[Name of Developer / Proponent] accepts the terms as generally set out in the Council's planning agreement template except as set out in Table 2, below.

Item	Clause number and heading	Proposed Change	Justification for proposed change
1.	General		

Table 2

Draft Planning agreement

Enclosed with this letter is a copy of Council's draft planning agreement with the departures listed above shown in tracking.

[Option if applicable] The Developer / Proponent has engaged [insert legal firm] to advise in relation to the negotiations of the Planning agreement. The Developer / Proponent agrees that Council's legal representatives may contact the abovementioned legal representative to discuss the proposed changes if required.

Yours faithfully

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Planning Agreement

Draft

[Date]

City of Parramatta Council

ABN 49 907 174 773

[Party No.2 - Developer Name]

[ABN/ACN]

[Party No.3 – Developer Name/Landowner (if not the Developer]

[ABN/ACN]

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Agreement

Date

Parties

First party

Name	City of Parramatta Council (**Council**)
ABN	49 907 174 773
Address	9 Wentworth Street, Parramatta
Contact	Manager, Land Use Planning
Telephone	(02) 9806 5050
Email	

Second party

Name	[Developer Name] (**Developer**)
ABN/ACN	[Developer ACN]
Address	
Contact	[Developer contact]
Telephone	[Developer telephone details]
Email	[Insert details]

Third party

Name	[Insert details] (Landowner: insert this only if the Developer is not the owner of land required to be dedicated or land on which works are to be carried out)
ABN/ACN	[Insert details]
Address	
Contact	[Insert details]
Telephone	[Insert details]
Email	[Insert details]

Background

A. ***OPTION A - Planning proposal and development application by developer*** On [insert] the Developer submitted the Planning Proposal seeking amendments to the LEP for the purpose of making a Development Application to the Council for Development Consent to carry out the Development on the Land.

B. Gateway Determination was issued on [insert].

C. The Developer and Landowner have offered to enter into this agreement to make contributions for public purposes in connection with the Instrument Change and the Development or

D. The Developer [is the owner of the Land] and intends to undertake the Development on the Land.

E. The Development of the Land is to be carried out in Stages as indicated in the Staging Plan.

F. The Developer offers to enter into this agreement to make the Contributions for public purposes if the Instrument Change is made and/or Development Consent is granted to the Development, and progressively as various Stages in the Development are reached.

OPTION B - Development Application by developer without planning proposal

G. The Developer [is the owner of the Land] and intends to lodge a Development Application to carry out the Development on the Land.

H. The Development of the Land is to be carried out in Stages as indicated in the Staging Plan.

I. The Developer [and/or Landowner] offer[s] to enter into this agreement [to] make the Contributions for public purposes if Development Consent is granted to the Development, [and progressively as various Stages in the Development are reached as set out tin the this agreement].

Operative part

1 Definitions

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

NOTE: Remove definitions that are not required

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

Address means a party's address set out in the Notices clause of this agreement;

Affordable Housing is defined by the Act;

Affordable Housing Unit means a dwelling used for the purposes of Affordable Housing;

Approval means any certificate, licence, consent, permit, approval or other requirement of Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

(a) Australia and New Zealand Banking Group Limited,

(b) Commonwealth Bank of Australia,

(c) Macquarie Bank,

(d) National Australia Bank,

(e) St George Bank Limited,

(f) Westpac Banking Corporation, or

(g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means an insurance bond from a party with no less than an "A" S&P Global credit rating;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Certificate of Practical Completion means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction issued under clause 10.1(b)(i) of the Construction Terms;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

Compliance Certificate means a compliance certificate within the meaning of section 6.4 of the Act issued by an accredited certifier;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Construction Terms means the terms set out in Schedule 3;

Contribution and Contribution Item mean the Public Benefit to be delivered in accordance with this agreement and in the manner and time set out in the Contributions Table;

Contributions Plan has the same meaning as under the Act;

Contributions Table means the table at Schedule 2;

Contribution Value means the value the Council and the Developer agree is to be attributed to each element of the Public Benefit as at the date of this agreement, as set out in Schedule 2 of this agreement to be indexed quarterly in accordance with CPI from the date on which this agreement is executed until the Contribution is provided to Council in accordance with Schedule 2;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Council's Policies means all policies and procedures relevant to the provision of Public Benefits, as notified by Council in writing to the Developer;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

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

Deal has the same meaning;

Dedication Land means that part of the Land to be dedicated to Council in accordance with this agreement, as shown on the Land Dedication Plan and referred to in Annexure A; includes dedication of:

- land in stratum (whether or not within a building);

- lots in a strata plan, and
- interests in land such as but not limited to easements and rights of way.

Defect means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this agreement;

Developer means [Insert Details];

Development means the development of the Land for [Insert Details];

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Dispute means a dispute or difference between the parties under or in relation to this agreement.

Dwelling has the same meaning as in the LEP;

Easement means an easement for the purposes of [public access] and as set in the Easement Terms;

Easement Terms means the terms of a [describe easement] in accordance with Council's [insert name of policy relating to standard recitals for easements, restrictions and covenants], as may be amended by agreement between the parties [or as set out in Annexure #];

Final Lot means a lot created in the Development for separate residential or commercial occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the parties, not being a lot created by a subdivision of the Land:

(a) that is to be dedicated or otherwise transferred to Council, or

(b) on which is situated a dwelling-house that was in existence as at the date of this agreement;

Gross Floor Area has the meaning given to that term in the LEP at the date of this agreement;

GST has the same meaning as in the GST Law;

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

ISDP means the infrastructure services delivery plan in Annexure C;

Insolvent means, in relation to a party:

(a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;

(b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;

(c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;

(d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective

resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;

(e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;

(f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;

(g) an execution or analogous process is levied or enforced against the property of that party;

(h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;

(i) that party disposes of, or threatens to dispose of, a substantial part of its assets;

(j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or

(k) that party is unable to pay the party's debts as and when they become due and payable.

Instrument Change means the amendment to the LEP approved by way of the Planning Proposal;

Land means [Insert Address], with legal particulars and ownership details as of the date of this agreement described in Schedule 5;

Land Dedication Plan means the plan at Annexure A;

Law means:

(a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;

(b) any Approval, including any condition or requirement under it;

LEP means the Parramatta Local Environmental Plan 2023;

Modification Application means any application to modify the Development Consent under section 4.55 of the Act;

Monetary Contribution means the monetary contribution payable by the Developer under clause 9.2 of this agreement;

Occupation Certificate means an occupation certificate as defined under section 6.4 of the Act and includes an Occupation Certificate for a part of a building;

Open Space Land means the part of the Land indicatively shown as ['public open space'] in the plan in [insert Annexure], being approximately # square metres.

Park Works means those Works required for Contribution Items [insert] and in accordance with the minimum requirements set out in Schedule 8;

PEXA means Property Exchange Australia Ltd;

Planning Proposal means [insert details], and generally described in Schedule 6;

Public Benefits means the provision of benefits to the community by the Developer as set out in Schedule 2;

Public Reserve has the same meaning as in the *Local Government Act 1993*;

Public Road has the same meaning as in the *Roads Act 1993*;

Quantity Surveyor means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs;

Quantity Surveyor's Assessment means the assessment by the Quantity Surveyor of the cost to deliver the developer's Works;

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2021;*

Related Body Corporate has the meaning given to that term in s9 of the *Corporations Act 2001* (Cth);

Road Works means those Works required for Contribution Item [insert] and in accordance with the minimum requirements set out in Schedule 8;

Smart Cities Works means the works required for Contribution Item [insert] and in accordance with the minimum requirements set out in Schedule 8;

Stage means a numbered stage of the Development as shown on the Staging Plan;

Staging Plan means the plan at Schedule 7**,** separating the Development into several stages;

Strata Certificate has the same meaning as in the *Strata Schemes Development Act 2015*;

Strata Plan means a strata plan, a strata plan of subdivision or a strata plan of consolidation that is registered in accordance with the *Strata Schemes Development Act 2015*; and

Subdivision of Land has the same meaning as in the Act;

Super Lot means a torrents title lot that is intended for further subdivision as set out in the Staging Plan;

Tax means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge;

Transferee has the meaning given in clause 16.3(a);

Works means the physical result of any building, engineering or construction work in, on, over or under land and includes the Park Works, Road Works, Smart City Works.

2 Interpretation

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

NOTE: Delete references that are not required

(a) (**documents**) a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;

(b) (**references**) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;

(c) (**headings**) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;

(d) (**person**) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(e) (**party**) a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

(f) (**president, CEO, general manager or managing director**) the president, CEO, general manager or managing director of a body or Authority includes any person acting in that capacity;

(g) (**requirements**) a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;

(h) (**including**) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;

(i) (**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning;

(j) (**singular**) the singular includes the plural and vice-versa;

(k) (**gender**) words importing one gender include all other genders;

(l) (**parts**) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;

(m) (**rules of construction**) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;

(n) (**legislation**) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

(o) (**time and date**) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;

(p) (**joint and several**) an agreement, representation, covenant, right or obligation:

  (i) in favour of two or more persons is for the benefit of them jointly and severally; and

  (ii) on the part of two or more persons binds them jointly and severally;

(q) (**writing**) a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;

(r) (**replacement bodies**) a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;

(s) (**Australian currency**) a reference to dollars or $ is to Australian currency;

(t) (**month**) a reference to a month is a reference to a calendar month;

(u) (**year**) a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

(a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.

(b) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

(c) The parties acknowledge and agree that, in accordance with section 4.15 of the Act, the terms of this agreement must be considered by any consent authority when determining a Development Application for the Development, or any part of the Development.

4 Application of this agreement

This agreement applies to:

(a) the Instrument Change [if applicable], and

(b) the Development, and

(c) the Land.

5 Operation of this agreement

(a) This agreement commences on and from the dated that all parties have executed the same copy of this agreement. The last party to sign the agreement must insert the date on the front page on the date on which that party signs the agreement.

(b) This agreement does not impose an obligation on the Council to grant Development Consent for the Development.

(c) The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this agreement.

6 Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development

This agreement:

(a) does not exclude the application of section 7.11 of the Act to the Development;

(b) does not exclude the application of section 7.12 of the Act to the Development, and

(c) does not exclude the application of section 7.24 of the Act to the Development.

[Note: Section 7.4(3) of the Act allows a Planning Agreement to exclude the application of section 7.11 and 7.12 in whole or in part. As noted at in Council's PA Policy at 2.3 and 4.2, it is not Council's policy to allow benefits under a planning agreement being taken into consideration in determining a development contribution. In the event the proponent seeks to partly or wholly exclude these contributions, this clause will need to be amended and if the document partly excludes the operation of section 7.11, then detailed provisions

need to be inserted in the document setting out the exact extent to which those sections are excluded.]

7 Public benefits to be made by developer

Schedule 2 of this agreement sets out the details of the:

(a) Contribution Items to be delivered by the Developer;

(b) The Public Benefit of the Contribution Item;

(c) time or times by which the Developer must deliver the Contribution Items, and

(d) manner in which the Developer must deliver the Contribution Items.

8 Staged provision of contributions

(a) Subject to (b), below, each Contribution Item must be delivered by no later than the timeframe specified in the Contributions Table. However, the Developer may complete and deliver a Contribution Item earlier than the timeframe specified in the Contributions Table.

(b) Council may, at its sole discretion, agree to the delayed delivery of a Contribution Item on terms satisfactory to Council including in relation to additional security being provided by the Developer. Council's decision regarding the delayed delivery of a Contribution Item may not be the subject of a dispute under this agreement.

9 Provision of contribution items

9.1 General provisions

(a) The Developer is to deliver the Contribution Items to the Council in accordance with Schedule 2, any other provision of this agreement relating to the provision of the Contribution Items and otherwise to the satisfaction of the Council.

(b) The Council is to apply each Contribution Item made by the Developer under this agreement towards the public purpose for which it is made and otherwise in accordance with this agreement.

9.2 Monetary contribution

(a) The Developer will pay to Council each monetary contribution specified in the Contributions Table, increased but not decreased in accordance with the following formula:

$$Contribution = Amount\ specified\ in\ Contributions\ Table \times \frac{CPI\ at\ the\ date\ of\ payment}{CPI\ at\ the\ date\ of\ agreement}$$

(b) Each Monetary Contribution must be paid in accordance with the timeframes specified in the Contributions Table;

(c) A Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council;

(d) A Monetary Contribution is made for the purposes of this agreement when the Council receives the full amount of the Monetary Contribution payable under this agreement in cash or by unendorsed bank cheque or by the deposit by means of

electronic funds transfer of cleared funds into a bank account nominated by the Council, and

(e) Despite clause 9.1(b) the Council may apply a Monetary Contribution under this agreement towards a public purpose other than the public purpose specified in this agreement if the Council reasonably considers that the public interest would be better served by applying the Monetary Contribution towards that other purpose rather than the purpose so specified.

OPTION: Where works form part of Contribution

9.3 Works

(a) The Developer will carry out the Works in accordance with this agreement, including the Construction Terms and any Development Consent granted for the Works;

(b) The design or specification of any Work that is required to be carried out by the Developer under this agreement may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this agreement;

(c) The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval;

(d) The Developer is to comply promptly with a direction referred to in clause 9.3(c) at its own cost;

(e) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when:

(i) a Quantity Surveyor's Assessment has been provided to Council confirming that the Works meet or exceed the relevant Contribution Value;

(ii) a Certificate of Practical Completion has been issued for those Works.

(f) The Council may at its sole discretion, engage a Quantity Surveyor to carry out a peer review of the Quantity Surveyor's Assessment provided to Council under clause 9.3(e)(i). The costs of the peer review is to be paid by the Developer within 7 days of receiving an invoice from Council in relation to the peer review;

(g) In the event that the Quantity Surveyor's Assessment confirms that the Works have not met the Contribution Value, then the difference between the actual cost of carrying out the Works and the Contribution Value is to be paid to Council:

(i) within 21 days from the date of the provision of the Quantity Surveyor's Assessment; or

(ii) prior to the issue of an Occupation Certificate for the Development,

whichever is the earlier and will, for the purposes of this agreement form a Monetary Contribution.

(h) The Works or any part of the Works required under this agreement will be taken to have been delivered to Council when the land on which those Works are located is dedicated to Council;

(i) The Works must be delivered to the Council in accordance with the timeframes provided in the Contributions Table, and

(j) The parties agree and acknowledge that the Works serve the public purposes specified in the Contributions Table.

9.4 Public access and easements

(a) When the Open Space Land is not dedicated to the Council or a Contribution includes an Easement the Developer will, at no cost to Council, register against the title to the Land:

(i) a covenant prohibiting any building or structures from being constructed on the Open Space Land, other than structures for the purposes of enhancing public use of the Open Space Land as open space, which covenant is to be limited in depth to that which is necessary to accommodate the basement level of the Development; and

(ii) an easement in gross on the Easement Terms, burdening the Open Space Land in favour of the Council;

(b) any requirement to register an easement, covenant or other instrument against the title to the Land will be satisfied when the Developer provides to the Council a copy of the relevant title search showing the registration of the instrument;

(c) any covenant required under clause 9.4(a) must be registered prior to the issue of an Occupation Certificate for the Development;

(d) the parties agree that the proposed covenant and easement under this clause will serve the following public purposes:

(i) to increase the amount of and improve existing public open space areas in the vicinity of the Land;

(ii) to improve pedestrian circulation and the amenity of the public domain in the vicinity of the Land.

(e) the Developer agrees and acknowledges that the obligations under this clause 9.4 are relevant considerations for the Council or any other consent authority when determining a Development Application or Modification relating to the Land and that a failure to comply with those obligations or any inconsistency with the requirements in those clauses may constitute a reason for refusal of such a Development Application or Modification Application.

OPTION: Where land is to be dedicated

9.5 Dedication of land

(a) each Landowner must dedicate or cause to be transferred to the Council, at no cost to the Council, the relevant part of the Dedication Land owned by it;

(b) before any Dedication Land is dedicated to the Council, the Landowner is to do all things reasonably necessary to enable the Council to enter upon the Dedication Land for the purposes of inspecting that land;

(c) on dedication or transfer to Council, the Dedication Land must be freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, any outstanding municipal

rates and charges, water rates and land tax, except as permitted by Council prior to the creation of the interest;

(d) the Landowner must not:

(i) grant or allow, or agree to grant or allow, the registration of any estate, interest, easement or right in or over the Dedication Land, other than a mortgage that will be discharged prior to the Dedication Land being transferred or dedicated to Council, or

(ii) construct any works, other than the Works under a Development Consent, on the Dedication Land over which an estate, interest, easement or right will be required, unless Council has provided its prior written consent.

(e) a Contribution comprising the dedication of land is made for the purposes of this agreement when either:

(i) the relevant transfer of the land to Council is shown on the Register and is without encumbrances as required by clause 9.5(c); or

(ii) where the relevant Dedication Land is a Public Reserve, when a subdivision plan is registered by NSW Land Registry Services which shows the relevant Dedication Land as being a "public reserve" in accordance with section 49 of the Local Government Act 1993; or

(iii) where the relevant Dedication Land is a Public Road (including a temporary public road), when a plan is registered by NSW Land Registry Services which shows the relevant Dedication Land as being a "public road" in accordance with section 9 of the Roads Act 1993.

(f) the Dedication Land must be dedicated or transferred to Council in accordance with the timeframes provided in the Contributions Table, and

(g) the parties agree and acknowledge that the embellishment and dedication of the Dedication Land serve the public purposes specified in the Contributions Table.

9.6 Maintenance of works

(a) In this clause, the following definitions apply:

Maintain means works to bring and hold a Contribution Item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including:

(i) repairing any defects due to use of poor materials or due to poor workmanship; and

(ii) removing graffiti or repairing or replacing any item damaged as a consequence of vandalism, provided that works required as a consequence of graffiti or vandalism up to $100,000 per annum.

Maintained and Maintenance have corresponding meanings.

Maintenance Bond means a Bond or Bank Guarantee in the amount of 2.5% of the cost of the Park Works to be Maintained, 2.5% of the Smart Cities Works to be maintained and 5% of the cost of the Road Works to be maintained.

Maintenance Period is:

(i) hard assets and soft assets (landscaping components of open space or park works), all road works, and Smart City works - a period of 2 years from the date of delivery under a planning agreement;

(ii) bushland regeneration works - a period of 5 years from the date of delivery under a planning agreement; and

(iii) any other Works – a period of 12 months from the date of delivery under a planning agreement or as otherwise agreed.

Maintenance Schedule means the schedule of proposed Maintenance works as required by clause 9.6.

(b) the Park Works and Smart Cities Works must be Maintained by the Developer to the reasonable satisfaction of the Council for the Maintenance Period;

(c) the Developer is responsible for rectifying all defects in the Works during the Maintenance Period and must comply with any written notice from Council issued during that period requiring rectification of such defects, within the time specified in the written notice, which must not be unreasonable having regard to the work required;

(d) if, during the Development, construction vehicles used for the Development travel on roads that have been constructed and dedicated to Council in accordance with this agreement, the Developer must Maintain those roads to Council's satisfaction acting reasonably, during and immediately after any such period of use by construction vehicles;

(e) Council will permit the Developer and its contractors and agents to access the relevant land to carry out any Maintenance required under clause 9.6(b), (c) and (d). The Developer must provide at least two Business Days' notice prior to entering the land to carry out the Maintenance;

(f) the Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause;

(g) prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must provide to Council:

(i) a Maintenance Schedule setting out the proposed Maintenance works (if any); and,

(ii) the Maintenance Bond.

(h) the Council agrees to promptly return the Maintenance Bond provided under paragraph (g) of this clause at the end of the Maintenance Period for the relevant item of Works, subject to paragraphs (d), (m) and (n) of this clause;

(i) Forty Business Days prior to the end of any Maintenance Period, the Developer must request Council to carry out an inspection of the relevant Works or any part of those Works;

(j) the Council must carry out the inspection as requested by the Developer within 10 Business Days of the request;

(k) the Council may, within 10 Business Days of carrying out the inspection notify the Developer of any Maintenance work required, including any Maintenance required in addition to the work set out in the Maintenance Schedule;

(l) if the Developer is issued with a notice to carry out Maintenance work under paragraph (k) of this clause, the Developer must, at the Developer's cost, carry out the Maintenance work as specified in the notice and in the timeframe specified by the notice;

(m) if the Council issues a notice under paragraph (k) of this clause, the Council may retain any Maintenance Bond provided by the Developer under paragraph (g) of this clause until the Maintenance work required under the notice has been completed, or any dispute about the notice has been resolved, despite the expiration of any Maintenance Period, and

(n) if the Developer fails to substantially comply with an approved Maintenance Schedule or does not rectify any defects in the Works as required, and does not rectify that failure within 21 Business Days of being notified of that failure or within a reasonable period of time agreed between the parties, or if the Developer fails to comply with a notice issued under paragraph (k) of this clause, the Council may, by itself, its employees, contractors or agents, carry out the required works and may:

(i) call on the Maintenance Bond provided under paragraph (g) of this clause in satisfaction of the costs of carrying out the maintenance work; and

(ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Maintenance Bond and the costs incurred by the Council in carrying out the maintenance work.

OPTION: Where affordable housing offered

9.7 Affordable housing units

(a) Any Development Application for the erection of a building that will contain an Affordable Housing Unit (or Units) to be transferred to Council under this agreement must identify the following:

(i) the Affordable Housing Unit(s) proposed to be dedicated to Council;

(ii) the location of each Affordable Housing Unit in the building; and

(iii) the proposed layout and fit out of each Affordable Housing Unit in the building, including the estimated cost of fit out.

(b) Prior to the issue of an Occupation Certificate for the Development or any part of the Development, or in any event prior to the occupation of any part of the Development, the Developer must,

(i) at no cost to Council construct, finish and fit out the Affordable Housing Unit as part of the Development, in accordance with the Development Consent and the Construction Terms,

(ii) provide access to the Council to inspect the Affordable Housing Unit and any other part of the building if required by Council; and

(iii) obtain written confirmation from Council that it is satisfied the Affordable Housing Unit has been completed and fitted out in accordance with the requirements of this agreement.

(c) The Developer acknowledges and agrees that:

(i) if it proposes to lodge any Strata Documents for registration at LRS, it must give a copy of those Strata Documents to the Council, together with the Strata Plan, and allow the Council a period of 14 Business Days to review those documents and request any amendments to them to give effect to the provisions of this agreement; and

(ii) if the Council requests any amendments to the Strata Documents and the Strata Plan, the Developer must make those amendments and then lodge the amended documents for registration at LRS.

(d) Within 10 Business Days after:

(i) The issue of an Occupation Certificate for the Affordable Housing Unit; or

(ii) The registration of a Strata Plan (and any supporting Strata Documents) at LRS for any part of the Development,

whichever occurs later, the Developer must transfer the Affordable Housing Unit to the Council via PEXA in accordance with any relevant provisions of the Construction Terms and so that immediately on transfer, the Council will have an estate in fee simple in possession, freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as permitted by Council.

(e) The obligations under clause 9.7(a) will be taken to have been fulfilled for the purposes of this agreement when Council certifies, by notice in writing, that the Affordable Housing Unit has been fully constructed and finished in accordance with this agreement.

(f) The obligation under clause 9.7(d) will be taken to have been fulfilled for the purposes of this agreement when the transfer of the Affordable Housing Unit to Council is shown on the Register.

(g) The parties acknowledge and agree that the Affordable Housing Unit is to be constructed, finished and dedicated to Council under this agreement for the purposes of the provision of Affordable Housing and the Council intends to engage an approved community housing provider for the ongoing management of the Affordable Housing Unit.

(h) The Developer must, in accordance with the provisions of the Construction Terms, ensure that, on transfer of the Affordable Housing Unit, Council will have the benefit of any defects liability warranty given by a builder for the Development and the Affordable Housing Unit, together with any other warranties and guarantees in accordance with clause 10.3 of Schedule 3.

9.8 Contribution values

The parties acknowledge and agree that the Contribution Values set out in the Contributions Table are minimum estimates only and:

(a) any Contribution Value specified in this agreement in relation to Contribution Item does not serve to define the extent of the Developer's obligation to deliver the Contribution Item;

(b) the Developer assumes all cost and risk in relation to the provision and the making of the Contributions, including any variations over time to the value of land to be dedicated or the cost of carrying out the Works; and

(c) the Developer must provide the Contributions notwithstanding that the actual cost of Works or the value of a land dedication may be different to the minimum cost in the Contributions Table.

10 Access to land

10.1 Access to Council owned land

(a) The Council agrees to permit the Developer on terms to be determined by Council, to enter, pass through or occupy any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this agreement, provided the Developer gives at least 15 Business Days' notice. Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.

(b) The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developer to, or any presence of the Developer on, Council owned or controlled land for the purposes of performing its obligations under this agreement, except to the extent such Claim arises directly as a result of the negligence, default, act or omission of Council or its employees, officers, agents, contractors or workmen.

10.2 Access to land by Council

(a) The Council may enter any land on which Work is being carried out by the Developer under this agreement in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this agreement relating to the Work.

(b) The Council is to give the Developer prior reasonable notice before it enters land under clause 10.2(a).

11 Registration of this agreement

11.1 Developer interest

The Developer/Landowner represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

11.2 Registration of this agreement

(a) The Developer, and each Landowner, each agrees to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.

(b) The Developer and each Landowner, at its own expense, must:

(i) procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 10 Business Days after that date;

(ii) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration; and

(iii) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.

(c) The Developer and each Landowner, at its own expense, must take all practical steps, and otherwise must do anything that the Council reasonably requires to procure:

(iv) the consent of each person who:

(A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or

(B) is seized or possessed of an estate or interest in the Land, and

(v) the execution of any documents to enable the registration of this agreement in accordance with this clause 11.2.

(d) the Developer/Landowner consents to the registration of the agreement

accordance with this clause 11.2.

11.3 Removal from register

(a) The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this agreement, and is not otherwise in default of any of the obligations under this agreement.

(b) For the avoidance of doubt, the Council may provide a release and discharge allowing removal of this agreement from the folios of the Register for any part of the Land to be subdivided into Residential Lots, provided that the Developer has fulfilled any obligations under this agreement that, in accordance with the Developer Contributions, will be due at the time an Occupation Certificate is to be issued for those Residential Lots to be released. Where a building contains Affordable Housing Units, and Council has confirmed its satisfaction under clause 9.7(d)(ii), Council may provide a release and discharge allowing removal of this agreement from the folios of the Register in relation to the Residential Lots to be created within that building, but may require this agreement to be registered on the folios of the Register for the Affordable Housing Units within that building.

11.4 Caveat

The developer/Landowner acknowledges that and agrees that:

(a) when this agreement is executed, the Council is deemed to have acquired and the Landowner is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest,

(b) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer,

(c) It will bear all costs associated with the lodgement of the caveat by Council; and

(d) The Council must, at the Developer's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Council is satisfied that all obligations under this agreement have been satisfied by the Developer or Land owner.

12 Review of this agreement

(a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.

(b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.

(c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of a review.

13 Dispute resolution

13.1 Reference to dispute

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

13.2 Notice of dispute

The party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other parties of:

(a) the nature of the dispute,

(b) the alleged basis of the dispute, and

(c) the position which the party issuing the Notice of Dispute believes is correct.

13.3 Representatives of parties to meet

(a) the representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.

(b) the parties may, without limitation:

(i) resolve the dispute during the course of that meeting;

(ii) agree that further material or expert determination in accordance with clause 13.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution), or

(iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

13.4 Further notice if not settled

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of

the dispute (Determination Notice) by mediation under clause 13.5 or by expert determination under clause 13.6.

13.5 Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

(a) the parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);

(b) the mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

(c) the mediator appointed pursuant to this clause 13.5 must:

(i) have reasonable qualifications and practical experience in the area of the dispute; and

(ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;

(d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;

(e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);

(f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement, and

(g) in relation to costs and expenses:

(i) each party will bear its own professional and expert costs incurred in connection with the mediation; and

(ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

13.6 Expert determination

If the dispute is not resolved under clause 13.3 or clause 13.5 or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

(a) the dispute must be determined by an independent expert in the relevant field:

(i) agreed upon and appointed jointly by the parties, and

(ii) in the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales.

(b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;

(c) the determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;

(d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;

(e) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs, and

(f) any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:

(i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation, or

(ii) the determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

13.7 Litigation

If the dispute is not finally resolved in accordance with this clause 13, then either party is at liberty to litigate the dispute.

13.8 Suspension of contractual obligations

Subject to any interlocutory order obtained under clause 13.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement, other than any obligation that is the subject of the dispute.

14 Security

14.1 Security for works

(a) the Developer must provide to the Council:

(i) Bank Guarantees to secure the completion of the Park Works and Smart Cities Works, with each Bank Guarantee being an amount that is 75% of the estimated cost of the Works, and

(ii) a Bank Guarantee or Bond to secure the completion of the Road Works in the amount that is 25% of the total estimated cost of Roads Works (**Road Works Security**).

(b) the Council may reject any Bank Guarantee that contains errors, or if it has received the Bank Guarantee, require at any time the Developer to obtain a replacement Bank Guarantee that rectifies any such errors or otherwise obtain

rectification of the errors. The Developer must provide the replacement Bank Guarantee, or otherwise obtain rectification of the errors, within 5 Business Days of receiving the Council's request.

(c) the Council may call on a Bank Guarantee or Bond provided under this clause if:

(i) the Developer is in material or substantial breach of this agreement in failing to deliver a Contribution Item within the timeframe required by the Contributions Table, or where a revised timeframe has been agreed by Council, within that revised timeframe and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 25 Business Days) in writing to do so in accordance with clause 14.1 of this agreement, or

(ii) the Developer becomes Insolvent and is in material or substantial breach of this agreement.

(d) within 20 Business Days of each anniversary of a Bank Guarantee provided under clause (a), the Developer must provide Council with one or more replacement Bank Guarantees (**Replacement Bank Guarantee**) in an amount calculated in accordance with the following:

$$A = \frac{B \times D}{C}$$

Where:

A is the amount of the Replacement Bank Guarantee,

B is the amount of the Bank Guarantee to be replaced,

C is the CPI for the quarter ending immediately before the date of the Bank Guarantee to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Bank Guarantee,

provided A is greater than B.

(e) on receipt of a Replacement Bank Guarantee provided under clause 14.1(d), the Council must release and return to the Developer, as directed, the Bank Guarantee that has been replaced as soon as reasonably practicable;

(f) at any time following the provision of a Security under this clause, the Developer may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such replacement Security, the Council must release and return to the Developer, as directed, the Security which it holds that has been replaced immediately;

(g) the Council may apply the proceeds of a Security in satisfaction of:

(i) any obligation of the Developer under this agreement that is secured by the Security including the carrying out of the Works; and

(ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with the obligation secured by the Security.

(h) if Council calls on a Security at any time, the Developer must provide a further Bank Guarantee or Bond to Council so that Council holds security in an amount that is equivalent to 25% of the total estimated cost of the Works at all times, unless that amount has been reduced in accordance with clause 14.1(g), in which case the amount of the Security must be equivalent to the agreed reduced amount under that clause;

(i) the Council must promptly return a Bank Guarantee to the Developer when the Contribution to which the Bank Guarantee relates is discharged by the delivery of a Contribution Item and the Developer has provided any Security for maintenance required under clause 9.6(g) and for defects liability required under the Construction Terms. For the avoidance of doubt, the Road Works Security is to be released by Council on completion of the final stage of the Road Works, and

(j) nothing in this clause 14.1 prevents or restricts the Council from taking any enforcement action in relation to:

(i) any obligation of the Developer under this agreement that is not secured by a Security, or

(ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with an obligation under this agreement which is secured by the Security.

14.2 Compulsory acquisition

(a) if the Developer does not dedicate the Dedication Land to Council as required by this agreement, the Council may compulsorily acquire the relevant land (or any part which has not been dedicated to Council in accordance with this agreement), in which case the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of $1.00 without having to follow the pre-acquisition procedures in the Land Acquisition (Just Terms Compensation) Act 1991 and may call upon any Bank Guarantee provided under clause 14.1 to cover any costs, including legal costs, incurred by the Council on acquisition of the land;

(b) Clause 14.2(a) constitutes an agreement for the purposes of section 30 of the Land Acquisition (Just Terms Compensation) Act 1991;

(c) except as otherwise agreed between the Developer and Council, the Developer must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 14.2(a);

(d) the Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 14.2(a), and

(e) the Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 14.2(a) that are not or cannot be recovered by calling on a Bank Guarantee.

14.3 Restriction on the issue of certificates

(a) In relation to section 6.8 of the Act and any associated requirements under the Environmental *Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*, the obligation to:

(i) [insert obligations to be completed prior to CC]

must be satisfied prior to the issue of a Construction Certificate for the Development or any part of the Development. [If staged development, this subclause can be repeated for each relevant substage rather than simply describing "the Development" as a whole.]

(b) In relation to section 6.10 of the Act and any associated requirements under the Environmental *Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*, the obligation to:

(i) [insert obligations to be completed prior to OC]

must be satisfied prior to the issue of an Occupation Certificate for the Development or any part of the Development. [If staged development, this subclause can be repeated for each relevant substage rather than simply describing "the Development" as a whole.]

14.4 Security for affordable housing units

(a) Any Development Application for the erection of a building that will contain an Affordable Housing Unit(s) to be dedicated to Council under this agreement the Developer must comply with clause 9.7.

(b) Prior to the issue of a Construction Certificate for any building containing an Affordable Housing Unit, the Developer must provide to Council a Bank Guarantee or Bond in the amount of the estimated cost of the fit out of each Affordable Housing Unit in the building;

(c) The provisions of clause 14.1 apply to a Bank Guarantee provided under this clause 14.3;

(d) Prior to the issue of an Occupation Certificate for any building containing an Affordable Housing Unit, or any part of such a building, the Developer must:

(i) provide access to the Council to inspect the Affordable Housing Unit and any other part of the building if required by Council; and

(ii) obtain written confirmation from Council that it is satisfied the Affordable Housing Unit has been completed and fitted out in accordance with the requirements of this agreement.

(e) An Occupation Certificate applying to an Affordable Housing Unit must be provided before that unit can be transferred to Council.

15 Enforcement

15.1 Default

(a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it

considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 25 Business Days;

(b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency, and

(c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.

15.2 General enforcement

(a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.

(b) Nothing in this agreement prevents:

(i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates, and

(ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

16 Assignment and dealings

16.1 Assignment

(a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties, which shall not be unreasonably withheld or delayed and must be provided within 5 Business Days.

(b) A change in ownership of more than 50% of the shares of the Developer shall be deemed to be an assignment of this agreement for the purposes of this clause.

16.2 Mortgages of the land

The Developer agrees not to enter into any agreements or contracts that would effect a mortgage of the Land in addition to those on title at the date of this agreement until this agreement is registered on the title to the Land pursuant to clause 11.2.

16.3 Transfer of land

The Landowner may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development to another person (Transferee) unless before it sells, transfers or disposes of that right, title or interest:

(a) The Landowner satisfies the Council that the proposed Transferee is financially capable of complying with the Landowner's obligations under this agreement;

(b) The Landowner satisfies the Council that the rights of the Council will not be diminished or fettered in any way;

(c) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Landowner under this agreement;

(d) The Transferee delivers to the Council replacement Security as required by this agreement;

(e) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and

(f) The Landowner and the Transferee pay the Council's reasonable costs in relation to the assignment.

16.4 Right to transfer strata lots

(a) Notwithstanding clause 16.3 the Landowner may enter into a contract for sale with a Transferee for a Residential Lot on a proposed Strata Plan that has not yet been registered, without having to obtain consent from Council, and

(b) For the avoidance of doubt, the transfer of a Residential Lot is not permitted under clause 16.3(a) unless the Council has provided a written release and discharge of this agreement.

16.5 Exempt transfers

(a) Clause 16.3 does not apply where the Landowner transfers:

(i) any part of the Land it owns to an Associated Entity of the Landowner or Developer or to Council in accordance with this agreement, or

(ii) a Super Lot where the Contribution for the Super Lot has already been provided or otherwise secured; and this agreement has been registered against the title to the relevant land, or Council has provided a written release and discharge of this agreement for the relevant land.

(b) The Landowner must notify the Council in writing:

(i) 20 Business Days prior to any transfer under clause 16.3(a) identifying the part of the Land that is to be transferred and the proposed transferee, and

(ii) 5 Business Days after the transfer has taken place, confirming any changes to representatives of the Landowner or Developer for the purposes of this agreement and clause 16.3.

17 Approvals and consents

Except as otherwise set out in this agreement, and subject to any statutory obligations, a party must act reasonably when withholding an approval or consent to be given under this agreement and granting an approval or consent subject to any conditions determined. A party must give its reasons for withholding an approval or consent or for giving an approval or consent subject to conditions.

18 No fetter

18.1 Discretion

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this agreement as a "Discretion").

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18.2 No fetter

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

(a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,

(b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and

(c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

18.3 Planning certificates

The Developer acknowledges that Council may, at its discretion, include advice on any planning certificate issued under section 10.7 of the Act that this agreement affects the Land.

19 Annual report by developer

(a) The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this agreement.

(b) The report referred is to be in such a form and to address such matters as required by the Council from time to time.

20 Notices

20.1 Notices

Any notice given under or in connection with this agreement (**Notice**):

(a) Must be in writing and signed by a person duly authorised by the sender, or bear the name and position of the person duly authorised by the sender if sent by email;

(b) Must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:

(i)	to City of Parramatta Council	PO Box 32, Parramatta, NSW 2124
		Email: [Email]
		Attention: Manager, Land Use Planning
(ii)	to [Party No. 2]	[Address]
		Email: [Email]
		Attention: [Contact]
(iii)	to [Party No. 3]	[Address]

Email: [Email]

Attention: [Contact]

(c) is taken to be given or made:

(i) in the case of hand delivery, when delivered, and

(ii) in the case of delivery by post, seven Business Days after the date of posting (if posted to an address in the same country) or fourteen Business Days after the date of posting (if posted to an address in another country).

20.2 Notices sent by email

(a) A party may serve a Notice by email if the Notice:

(i) includes a signature block specifying:

(A) the name of the person sending the Notice, and

(B) the sender's position within the relevant party;

(ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;

(iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement, and

(iv) is sent to the email address below or the email address last notified by the intended recipient to the sender as above.

(b) The recipient of a Notice served under this clause 20.2 must:

(i) promptly acknowledge receipt of the Notice;

(ii) keep an electronic copy of the Notice, and

(c) Failure to comply with clause 20.2 does not invalidate service of a Notice under this clause.

20.3 Receipt of notices sent by email

(a) A Notice sent under clause 20.2 is taken to be given or made:

(i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;

(ii) when the Notice enters an information system controlled by the recipient, or

(iii) when the Notice is first opened or read by the recipient, whichever occurs first.

(b) If under clause 20.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

21 Release and discharge

The Council will notify the Developer and the Landowner in writing that they are released and discharged from their obligations under this agreement if any of the following occur:

(a) The Instrument Change is declared void or invalid by a Court of competent jurisdiction and all opportunities for appeal have been exhausted.

(b) The Developer and Landowner have fulfilled all of their obligations under this agreement to the Council's reasonable satisfaction.

(c) The parties agree in writing to terminate the agreement on the basis that the performance of the agreement has been frustrated by an event outside the control of the parties to this agreement.

(d) A decision is made by the NSW Government to not make the Instrument Change and communicated to the parties in writing, and Council (acting reasonably) is satisfied that the Instrument Change will not be made.

22 General

22.1 Relationship between parties

(a) Nothing in this agreement:

(i) constitutes a partnership between the parties; or

(ii) except as expressly provided, makes a party an agent of another party for any purpose.

(b) A party cannot in any way or for any purpose:

(i) bind another party; or

(ii) contract in the name of another party.

(c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

22.2 Landowner obligations

Any clause of this agreement that requires the Developer to do anything or imposes an obligation on the Developer, constitutes a requirement for the Landowner to procure that thing to be done or that obligation to be met, either by the Landowner, the Developer or another entity, so far as the requirement or obligation applies to that part of the Land owned by the Landowner.

22.3 Time for doing acts

(a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

22.4 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

22.5 Joint and individual liability and benefits

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

22.6 Variations and amendments

(a) The parties may, at any time and from time to time, enter into agreements relating to the subject matter of this agreement that are not inconsistent with this agreement for the purpose of implementing this agreement.

(b) A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

22.7 Surrender of right of appeal, etc.

The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this agreement, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this agreement.

22.8 Legal and other expenses

(a) The Developer agrees to pay or reimburse the Council's all reasonable costs for drafting, exhibition, execution and registration of the agreement in accordance with Council's Fees & Charges. Costs may include fees relating legal advice, independent consultants, land valuers, quantity surveyors and the like. No later than 10 Business Days after receiving a demand from the Council to pay such costs, and

(b) The Developer agrees to pay Council any administrative and assessment fees in accordance with Council's Fees & Charges.

22.9 Entire agreement

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

22.10 Representations and warranties

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

22.11 Severability

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable

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

22.12 Invalidity

(a) A word or provision must be read down if:

(i) this agreement is void, voidable, or unenforceable if it is not read down;

(ii) this agreement will not be void, voidable or unenforceable if it is read down, and

(iii) the provision is capable of being read down.

(b) A word or provision must be severed if:

(i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed, and

(ii) this agreement will be void, voidable or unenforceable if it is not severed.

(c) The remainder of this agreement has full effect even if clause 22.12(b) applies.

22.13 Waiver

(a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

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

22.14 GST

(a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

(c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

(d) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Developer indemnifies the Council for the amount of any such payment is required to make.

22.15 Governing law and jurisdiction

(a) The laws applicable in New South Wales govern this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

22.16 Access to information

In accordance with section 121 of the *Government Information (Public Access) Act 2009* (NSW), the Developer agrees to allow the Council immediate access to the following information contained in records held by the Developer:

(a) Information that relates directly to the delivery of the Public Benefits by the Developer;

(b) Information collected by the Developer from members of the public to whom the Developer provides, or offers to provide, services on behalf of the Council; and

(c) Information received by the Developer from the Council to enable the Developer to deliver the Public Benefits.

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Schedule 1 Letter of Offer

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Schedule 2 Contribution Table

Column 1	Column 2	Column 3	Column 4	Column 5
Item / Contribution	**Public Purpose**	**Manner & Extent**	**Timing**	**Works Value**
1				
2				
3				
4				
5				
TOTAL				$

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Schedule 3 Construction Terms

NOTE: Delete references that are not required.

1 Interpretation

For the purposes of this Schedule 3, the defined terms in clause 1 of this agreement and the Interpretation principles in clause 2 of this agreement will apply and, unless the context indicates a contrary intention:

Builder means any entity contracted under the Construction Contract to carry out the Works.

Construction Contract means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

Defect or Defective means anything that adversely affects or is likely to adversely affect, the appearance, structural integrity, functionality, or use and enjoyment of any part of the Works.

Defects Liability Period means in respect of the Works to which clauses 10.4 and 10.5 of this Schedule apply, the period of 12 months from the date on which the Certificate of Practical Completion is issued for the Works.

Detailed Design means the final specifications and finishes for each **Works Item** and will include the design of each **Works Item,** installation specifications and estimated costs of construction and/or installation.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a development consent within the meaning of the Act or an Approval and which are necessary or desirable for the construction or operation of the Development.

Superintendent means the Superintendent appointed under any Construction Contract.

Works or **Works Item** includes any part of the Works required to deliver a Contribution.

2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

(a) any requirements or conditions of any Development Consent, and

(b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Developer requires any Approvals in order to carry out the obligations under this agreement, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3 The Developer must ensure that the Works carried out under this agreement are carried out:

(a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation, and

(b) in a good and workmanlike manner and so that they are diligently progressed until completion.

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

3 Costs of Works

Except where otherwise stated in this agreement, all costs of the Works must be borne by the Developer.

4 Project Management and Contractor Engagement

4.1 The Developer will be responsible for managing each of the Works Items.

4.2 The Developer will ensure that any contractor it engages to carry out the Works agrees to:

(a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and

(b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting.

5 Design Development and Approvals

5.1 Concept design for works

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans (Concept Design) for the Works at Annexure B.

(a) The Council must notify the Developer of any design standards or guidelines or other requirements or policies of the Council (Council Standards) applicable to the design and specifications of each Works Item, prior to lodgement of a Development Application for the relevant Works Item, and if the Council fails to provide the Council Standards, the Developer must request them.

(b) The Developer must prepare the Concept Design in accordance with:

(i) the Council Standards;

(ii) the Design Competition Scheme, and

(iii) the ISDP

and must submit the Concept Design to Council in order for Council to consider its compliance with the Council Standards before lodging a Development Application for the Works

(c) If Council, acting reasonably, requires any amendments to a Concept Design then it must advise the Developer within 10 Business Days of receiving the design, provided the amendments are minor in nature or limited to requiring consistency with the Council Standards.

(d) The Developer must make any amendment to a Concept Design requested by Council under clause 5.1(c) and resubmit the design for Council's approval.

(e) If the Developer makes the amendments required by Council under clause 5.1(c) then Council must advise the Developer of its agreement to the Concept Design within five (5) Business Days of receipt of the amended Concept Design in accordance with clause 5.1(d).

5.2 Detailed design

(a) In respect of each of the Works Items, once Development Consent has been granted for the Works item, the Developer must prepare the Detailed Design to be consistent with the Concept Design and Development Consent for the Works item and submit the Detailed Design to the Council for approval, together with a detailed cost estimate for the Works Item certified by a suitably qualified quantity surveyor who is a member of the Australian Institute of Quantity Surveyors and engaged by the Developer (Cost Estimate).

(b) Within 20 Business Days of receiving the Detailed Design and Cost Estimate, Council must notify the Developer in writing as to whether the Detailed Design is approved or not approved, and Council can only withhold its approval under this clause reasonably.

(c) If the Council does not approve the Detailed Design, the notice to the Developer to that effect must detail:

(i) what, if any, changes are required to the Detailed Design to ensure it complies with the Development Consent and the Concept Design for the Works Item; and

(ii) what other changes Council requests which are not required to correct an inconsistency between the Detailed Design and the Concept Design or Development Consent for the Works Item.

(d) The Developer must promptly amend the Detailed Design in response to any request by Council pursuant to clause 5.2(c) of this Schedule 3 prior to making an application for a Construction Certificate for the relevant Works Item

(e) The amended Detailed Design prepared under clause 5.1 (e) will be the agreed Detailed Design for the relevant Works Item.

(f) Council may not request any variations to the Detailed Design other than pursuant to clause 5.2(c) of this Schedule 3, or once the Detailed Design has been agreed pursuant to clause 5.2(f) of this Schedule 3.

(g) Any acceptance by the Council of the Detailed Design under this clause 5.2 of Schedule 3 is not to be taken as approval of or to any Construction Certificate for the relevant Works Items.

(h) If Council fails to provide a response to the Detailed Design within the time required by clause 5.2(b) of this Schedule 3, the Developer may issue a notice to the Council seeking its response, and if the Council does not provide a response within a further period of 15 Business Days, the Developer may proceed to seek a Construction Certificate for the Detailed Design notwithstanding the remainder of this clause 5 of Schedule 3 and the Detailed Design is deemed to have been agreed to by Council.

5.3 Detailed design for affordable housing units

(a) This clause 5.3 applies to the preparation of a Detailed Design for Affordable Housing Units.

(b) Prior to submitting a Development Application for any building that will contain an Affordable Housing Unit or Units to be dedicated to Council under this agreement, the Developer must provide to Council draft plans for the building showing the location and layout of each Affordable Housing Unit in the building and specifications for fit out of each Affordable Housing Unit (together referred to in this clause as the Detailed Design).

(c) The Affordable Housing Units must be designed in accordance with:

(i) the specifications in Annexure B;

(ii) any relevant design guidelines for affordable housing or residential flat buildings; and

(iii) so the Affordable Housing Units are of a quality and standard equivalent to other Residential Lots in the same building.

(d) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements referred to in clause 5.3(c) from Council, if the Council fails to deliver them to the Developer.

(e) Within 28 Business Days of receiving the draft Detailed Design for Affordable Housing Units, Council will respond to the Developer with any suggested amendments. For the avoidance of doubt, Council may request a change to the location and layout of any Affordable Housing Unit in the relevant building and the proposed fit out of each Affordable Housing Unit.

(f) The Developer must make any changes to the Detailed Design requested by Council and provide final plans and specifications for approval within 15 Business Days of receiving the Council's response, provided that the requested changes:

(i) are consistent with the obligation to deliver the Affordable Housing Units under this agreement;

(ii) do not require construction standards and quality of materials for Affordable Housing Units to be higher than those applied to or used in other Residential Lots in the building; and

(iii) are not unreasonable.

(g) Council and the Developer must act reasonably, promptly and in good faith to finalise the Detailed Design for Affordable Housing Units.

(h) For the avoidance of doubt, any acceptance by the Council of the Detailed Design for Affordable Housing Units under this clause 5.3 is not to be taken as approval of or to any Development Application relating to those Affordable Housing Units.

6 Construction Drawings

6.1 Prior to applying for a Construction Certificate for any Works, or if a Construction Certificate is not required, prior to commencement of the Works, the Developer must provide to Council for approval draft construction drawings for those Works prepared in accordance with the Detailed Design.

6.2 Within 15 Business Days of receiving the draft construction drawings, Council may, acting reasonably, require a variation to the construction drawings to comply with the Detailed

Design, the Building Code of Australia, any relevant Australian standard or any relevant design standards or guidelines referred to in clause 5.2(b) or clause 5.3(c) of this Schedule.

6.3 The Developer must amend the construction drawings in accordance with a requirement issued by Council under clause 6.2 of this Schedule.

6.4 For the avoidance of doubt, any approval of the construction drawings provided by the Council under this clause 6 is not to be taken as approval of or to any Construction Certificate for the Works.

7 Review of Construction Document

The Developer acknowledges and agrees that:

(a) Council may, but is not obliged to critically analyse the draft Detailed Design and draft construction drawings for the Works in accordance with clauses 5 and 6 of this Schedule;

(b) Council is not responsible for any errors, omissions or non-compliance with any Law or the requirement of any Authority by reason of approving the Detailed Design and construction drawings for the Works;

(c) Council is not liable for any liability, loss or cost incurred by the Developer Parties, or any Claim made against the Developer Parties, because of any defect in the design or construction of any part of the Works; and

(d) no comment, review or information supplied to the Developer by Council alters or alleviates the obligation to construct and complete the Works in accordance with this agreement.

8 Carrying out of Works

8.1 Commencement of works

The Developer must not commence construction of any Works until it has given the Council copies of all Approvals necessary for the construction of the Works.

8.2 Communication

The Developer must keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

8.3 Standard of works

(a) The Developer must procure the execution and completion of the Works and must cause the Builder to use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.

(b) The Works must be diligently progressed to Practical Completion in accordance with:

(i) the Detailed Design and construction drawings approved by Council under this Schedule;

(ii) any Development Consent and Approvals applying to the Works;

(iii) the requirements of all Laws, including without limitation, workplace health and safety legislation; and

(iv) the obligations of this agreement.

(c) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:

(i) any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or

(ii) the use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

8.4 Damage to people, property & utilities

(a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:

(i) all necessary measures are taken to protect people and property;

(ii) unnecessary interference with the passage of people and vehicles is avoided; and

(iii) nuisances and unreasonable noise and disturbances are prevented.

(b) Without limiting clause 8.3(a) of this Schedule, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

9 Inspection

(a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Works commencing;

(b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**);

(c) If the Council is not available on the Inspection Date it will nominate an alternate date which is within 3 business days of the initial proposed Inspection Date (**Alternate Inspection Date);**

(d) On the Inspection Date or Alternate Inspection Date, the Developer must ensure that any employees, consultants, contractors, agents or representatives of Council have access to and may enter the Land to inspect the relevant Works Item;

(e) Any consultant or contractor fees associated with an inspection required under the Inspection Schedule is to be paid by the Developer following receipt of any invoice from Council;

(f) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:

(i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);

(ii) giving reasonable notice to the Developer;

(iii) complying with all reasonable directions of the Developer; and

(iv) being accompanied by the Developer or a nominee, or as otherwise agreed.

(g) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 9(c) or 9(d) of this Schedule 3), notify the Developer of any defect or non-compliance in the Works Item **(Inspection Defect Notice)** and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:

(i) removal of defective or non-complying material;

(ii) demolishing defective or non-complying work;

(iii) reconstructing, replacing or correcting any defective or non-complying work, and

(iv) not delivering any defective or non-complying material to the site of the Works Item.

(h) If the Developer is issued a direction to carry out further work under clause 9(e) of this Schedule 3, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.

(i) If the Developer fails to comply with a direction to carry out work given under 9(e) of this Schedule 3, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.

(j) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under 9(e) of this Schedule 3 does not constitute:

(i) acceptance by the Council that the relevant Works Item complies with all Approvals and Laws; or

(ii) an Approval by the Council in respect of the relevant Works Item; or

(iii) an agreement or acknowledgment by the Council that the relevant Works Item is complete and may be delivered to the Council in accordance with this agreement.

10 Completion

10.1 Practical completion

(a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by:

(i) complete works as executed plans;

(ii) any relevant certificates or consents of any public utility authority; and

(iii) Quantity Surveyor's Assessment, confirming that the cost of the Works meets or exceeds the Contribution Value; and

(iv) and a request for written certification from the Council that the Works are complete.

(b) Within 10 Business Days of receipt of the notice under clause 10.1(a) of this Schedule 3, the Council will carry out an inspection of the Works and will, acting reasonably, either:

(i) provide written certification to the Developer that the Works have been completed; or

(ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.

(c) If the Developer is required to provide additional information or address any matters under clause 10.1(b)(ii) of this Schedule 3, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 10.1(a) of this Schedule 3 for written certification that the Works have been completed.

(d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

10.2 Delivery of documents

(a) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:

(i) all “as built” full-sized drawings, specifications and relevant operation and service manuals;

(ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and

(iii) copies of all Approvals required for use of the land subject to the Works.

(iv) The Developer, being the copyright owner in the plan referred to in clause 10.2 gives the Council a non-exclusive licence to use the copyright in the works-as-executed-plan for the purposes of this agreement.

(b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

10.3 Assignment of warranties and causes of action

(a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Works.

(b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

10.4 Defects liability period

(a) This clause 10.4 and clause 10.5 of this Schedule apply to works to construct and fit out Affordable Housing Units to be delivered under this agreement.

(b) During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:

(i) action required to be undertaken by the Developer to rectify that defect (Rectification Works); and

(ii) the date on which the defect must be rectified (**Rectification Date**).

(c) The Developer must comply with the Rectification Notice by:

(i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;

(ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and

(iii) carrying out the Rectification Works.

(d) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.

(e) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.

(f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 10.4(e) of this Schedule 3 and, acting reasonably:

(i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or

(ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.

(g) The Developer must meet all costs of and incidental to rectification of defects under this clause 10.4.

(h) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:

(i) call upon any Security provided to the Council under this agreement in respect of the relevant Works Item to meet its costs of carrying out Rectification Works; and

(ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in carrying out Rectification Works.

(i) The Developer must request that Council inspect the Works 20 Business Days prior to the end of the Defects Liability Period. The Council must inspect the relevant Works at any time after receiving the request from the Developer and before the end of the Defects Liability Period.

10.5 Security for defects liability

(a) Prior to the issue of a Certificate of Practical Completion in respect of the relevant Works Item the Developer must deliver to the Council Security in an amount equivalent to 2.5% of the Works Value of the relevant Works Item.

(b) The Developer advises and the Council acknowledges its awareness that the Security may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:

(i) any Security provided by the Builder benefits the Council and satisfies the requirements of this agreement; and

(ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Security provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.

(c) Within 10 Business Days after the Defects Liability Period for a Works Item has expired Council must (if it has not called on it) return the Security referred to in clause 10.5(a) of this Schedule 2 for that item of Works (or any remaining balance of it) to the Developer.

(d) Notwithstanding clause 10.5(c) of this Schedule 3, if during the Defects Liability Period for a Works Item, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the balance of any Security provided to it in respect of the relevant Works Item, until that defect has been rectified.

11 Risk

The Developer undertakes the Works entirely at its own risk.

12 Insurance

(a) Prior to the commencement of the construction of each Works Item, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):

(i) construction works insurance for the value of the Works;

(ii) public risk insurance for at least $20 million per claim;

(iii) workers compensation insurance as required by Law.

(b) The Developer must provide evidence of currency of insurance required by clause 12(a) of this Schedule 3 upon request by the Council, acting reasonably, throughout the term of this agreement.

13 Indemnities and Release

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer of the Works except to the extent such a Claim arises either directly or indirectly or is caused or contributed to by any negligence, default, act or omission by Council or its employees, officers, agents, contractors or workmen.

14 Intellectual Property Rights

The Council acknowledges that the Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Developer has or receives intellectual property rights for the Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

15 Risk of Contamination

(a) This clause 15 of Schedule 3 applies to all Dedication Land.

(b) In this clause:

Assessment Guidelines means the following guidelines and any other guidelines made or approved by an Authority under section 105 of the CLM Act:

- National Environment Protection (Assessment of Site Contamination) Measure 1999 (as amended 2013)
- NSW EPA (1995) Sampling Design Guidelines
- NSW OEH (2011) Guidelines for Consultants Reporting on Contaminated Sites

CLM Act means the Contaminated Land Management Act 1997;

Contamination and Contaminated Land have the same meaning as in the CLM Act;

Contamination Consultant means an appropriately qualified environmental consultant, certified by one of the following schemes:

- the Site Contamination Practitioners Australia (SCPA) scheme
- the Environment Institute of Australia and New Zealand's (EIANZ) Contaminated Land Assessment Specialist Certified Environmental Practitioner (CLA Specialist CEnvP) scheme
- the Soil Science Australia (SSA) Certified Professional Soil Scientist Contaminated Site Assessment and Management (CPSS CSAM) certification

and, if undertaking and reporting on asbestos sampling, with a minimum of 2 years continuous relevant experience in the identification and management of asbestos contamination;

Contamination Planning Guidelines means the Contaminated Land Planning Guidelines under the CLM Act, being as at the date of this agreement Managing Land Contamination, Planning Guidelines SEPP 2021

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CSM means conceptual site model;

Detailed Investigation Report means a report prepared by a Contamination Consultant detailing the outcome of a detailed site investigation as described in the Contamination Planning Guidelines;

Preliminary Investigation Report means a report prepared by a Contamination Consultant detailing the outcome of a "preliminary investigation" as defined in SEPP (Resilience and Hazards) and the Contamination Planning Guidelines;

RAP means a Remediation Action Plan or Remedial Action Plan as described in the Contamination Planning Guidelines;

Remediation has the same meaning as in the CLM Act;

Remediation Standard means the standard specified in clause 15(c) of this Schedule;

SEPP 55 means State Environmental Planning Policy No 55 – Remediation of Land;

SEPP(Resilience and Hazards) means State Environmental Planning Policy (Resilience and Hazards) 2021

Site Audit Report, Site Audit Statement and Site Auditor have the same meaning as in the CLM Act; and

Validation Report means a report prepared by a Contamination Consultant on completion of Remediation as described in the Contamination Planning Guidelines.

(a) Prior to dedication or transfer:

(i) Land for the [insert] must meet or be Remediated to Residential 'A' standard as specified in Schedule B1 of the National Environment Protection (Assessment of Site Contamination) Measure 1999 (as amended 2013);

(ii) Land for [insert] must meet or be Remediated to Residential "C" standard as specified in Schedule B1 of the National Environment Protection (Assessment of Site Contamination) Measure 1999 (as amended 2013); and

(iii) All other land must meet or be Remediated to a standard suitable for its intended use.

(b) The Developer must, at its cost, assess all Dedication Land for Contamination and carry out any Remediation of that land in accordance with this clause 15, the CLM Act, SEPP (Resilience and Hazards) 2021 and any other legislation and guidelines relating to the remediation of contaminated land.

(c) All assessments and reports required under this clause must be carried out in accordance with the Assessment Guidelines.

(d) Prior to commencement of any Works on Dedication Land, the Developer must provide to Council a Preliminary Investigation Report, despite any conclusion the Developer has reached about whether or not Contamination is an issue on the Dedication Land.

(e) The Preliminary Investigation Report must include, but is not limited to, the following information:

(i) historical use of the Dedication Land,

(ii) any past or present potentially contaminating activities on the Dedication Land or adjoining land;

(iii) a preliminary assessment of any Contamination including a CSM identifying sources, pathways and receptors; and

(iv) where contaminating activities are suspected to have had an impact on the Dedication Land or the land use history is incomplete, the results of any sampling and analysis undertaken to confirm the extent of any potential Contamination.

(f) If a Preliminary Investigation Report indicates that the land the subject of that report may be or is potentially contaminated, the Developer must engage a Contamination Consultant to carry out a detailed site investigation and provide a Detailed Investigation Report to Council as part of any Development Application, or other application for an Approval, for the Works on the Land.

(g) The Detailed Investigation Report must include, but is not limited to, the following information:

(i) the nature, extent and degree of Contamination on, in or under the Dedication Land and land immediately adjoining the Dedication Land;

(ii) a revision of the CSM based on the results of the detailed site investigation;

(iii) an assessment of the potential risk posed by contaminants to human health and the environment; and

(iv) a clear statement as to whether the Dedication Land meets the Remediation Standard.

(h) If the Detailed Investigation Report provides that Remediation of the relevant land is required, the Developer must engage a Contamination Consultant to prepare a RAP and provide a draft of the RAP to Council.

(i) The draft RAP must include, but is not limited to, the following information:

(i) the process by which the Dedication Land should be Remediated and how the Remediation will be validated to demonstrate the site meets the Remediation Standard; and

(ii) if there are several options for Remediation, details as to the process for each option, identification of the preferred option for Remediation and the reasons why that option is preferred, including details for each option of the likely ongoing maintenance obligations and estimated costs of maintenance.

(j) Council may consider the draft RAP and, within 10 Business Days of receiving the draft RAP, provide comments on the draft RAP including any preferences Council has for Remediation of the Dedication Land.

(k) The Developer must require the Contamination Consultant to have regard to the Council's comments and preferences when finalising the RAP and, where options for remediation are available, direct the Contamination Consultant to prepare the RAP based on Council's preferred option.

(l) The Developer must obtain all Approvals required to Remediate the Dedication Land and must carry out the Remediation in accordance with those Approvals, the RAP and Council's preferences for Remediation, so that the Dedication Land meets the Remediation Standard.

(m) On completion of Remediation, the Developer must provide to Council a Validation Report that includes, but is not limited to, the following information:

(i) a description of, and documentary evidence confirming, all Remediation works that have been performed;

(ii) results of validation testing and monitoring;

(iii) a clear statement as to whether the Dedication Land meets the Remediation Standard;

(iv) if Council has approved that any residual contamination may be left onsite, a site environmental management plan that includes:

(A) a description of the exact location, depth and lateral extent of contamination left on, in or under the Dedication Land;

(B) a risk assessment of potential exposures scenarios, including demonstration that there is no off-site migration of contamination from the Dedication Land, or where there is off-site migration or its potential, that contamination within the Dedication Land is managed or monitored so it does not present an unacceptable risk to either the on-site or off-site environments;

(C) likely receptors and necessary control measures to management inadvertent exposure;

(D) responsible parties including who will be the responsible entity to implement the management plan; and

(E) an approved long term Site Management Plan (or equivalent management plan resulting from revisions of the approved long tern Site Management Plan) is to remain in place and be implemented until such time as it is determined by Council that a long term Site Management Plan is no longer required.

(n) Prior to dedication or transfer of any Dedication Land to Council, Council may, at its sole discretion, require the provision of a Site Audit Report and Site Audit Statement prepared by a Site Auditor, confirming that any Contamination of the land does not present a risk of harm to human health or any other aspect of the environment and that the relevant land meets the Remediation Standard.

(o) The Developer must comply with any conditions of a Site Audit Statement, including any measures required to be implemented to ensure any ongoing monitoring obligations.

(p) Where the Remediation method for the Dedication Land involves a cap and contain strategy:

(i) a long term management plan which identifies ongoing monitoring and maintenance of the capping; and

(ii) a cost estimate prepared by an appropriately qualified person addressing the costs to implement the long term management plan over a 10 year period, including a breakdown of likely costs per year.

(q) Within 30 Business Days of receiving the documents outlined at 15(d) and (g), Council must inform the Developer in writing;

(i) That dedication of the Dedication Land to Council is required in accordance with the terms of this Agreement; or

(ii) That dedication of the Dedication Land is not required.

(r) Council may determine at its sole discretion not to accept dedication of any part of the Dedication Land that is subject to:

(i) residual contamination; and/or

(ii) a Remediation method which will place an unreasonable financial burden on the Council,

in which case the Developer must make the Contribution relating to the Dedication Land in an alternative manner to ensure the public purpose of the Dedication Land is achieved, for example an easement for public access may be required instead of the dedication.

16 Bank Guarantee for Remediation Maintenance Period

If the Council agrees to accept dedication of the Dedication Land pursuant to section 15(r) of this Schedule 3 and the annual cost estimate as estimated under clause 15(p)(ii) above is $5,000 per year or more:

(a) the Developer must provide the Council with a Bank Guarantee or Bond in the amount that is 75% of the costs to maintain the remediation of the Dedication Land as determined by the costs estimate provided to Council under clause 15(p)(ii).

(b) The Council agrees to promptly return the Bank Guarantee within 14 days of the expiration of the Remediation Maintenance Period.

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Schedule 4 Summary of Requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 7.4(1) The Developer has: (a) Sought a change to an environmental planning instrument (b) Made, or propose to make a Development Application (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies	 ☐ Yes ☐ No ☐Yes ☐ No ☐ Yes ☐ No
Description of the land to which the planning Agreement applies – Section 7.4(3)(a)	
Description of the application – Section 7.4(3)(b)	
The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)	
Applicability of section 7.11 of the Act – Section 7.4(3)(d)	
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	
Applicability of section 7.24 of the Act – Section 7.4(3)(d)	
Mechanism for dispute resolution – Section 7.4(3)(f)	
Enforcement of the Planning Agreement – Section 7.4(3)(g)	
Registration of the Planning Agreement – Section 7.4(3)(g) and section 7.6	
No obligation to grant consent or exercise functions – Section 7.4(9)	

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Schedule 5 Land

Address	Lot and DP Reference	Registered Proprietor

DRAFT

Schedule 6 Planning Proposal

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Schedule 7 Staging Plan

DRAFT

Schedule 8 Scope of Works [delete if not relevant]

1. Roads Works (incl. Cycleways and Bus Stops) and Intersection Upgrades

Public purpose	Roads, Traffic and Transport
Development Area/Staging Rationale	Various – refer to Planning Agreement Staging Plan.
Description of Works	**Road Works:** The road works include the demolition of redundant roads and underpasses, embellishment of retained existing roads and the construction of new roads, verges, cycleways, footpaths, bus stops and shelters. **Cycleways and Shared Paths:** The bicycle network includes both on-street cycleways and off-street shared paths. On-street cycleways include standalone bicycle lanes or integrated with parking lanes with appropriate signage and line marking. Off-street shared paths are provided along the verge of roads and/ or through public open space. **Bus Stops and Shelters:** Bus stops are to be provided within easy walking distance (maximum 400m) from all residences. Bus stop signage shall be installed in accordance with City of Parramatta and the local bus authority requirements. The stops will be located generally in accordance with agreed bus routes. Works will include bus shelters where required by City of Parramatta, acting reasonably.
Core Elements	• Early earth works including batters • Road pavements • Stormwater drainage • Footpaths • Cycleways and shared pathways • Granite Cobble parking bays • Landscaping • Services including Smart Poles (where required) • Turf to verge • Traffic signs • Street furniture • Lighting All works should be design in accordance with site specific DCP and Public Domain Manual.
Estimates Works Value:	The estimated cost for the works listed above is $[Amount]

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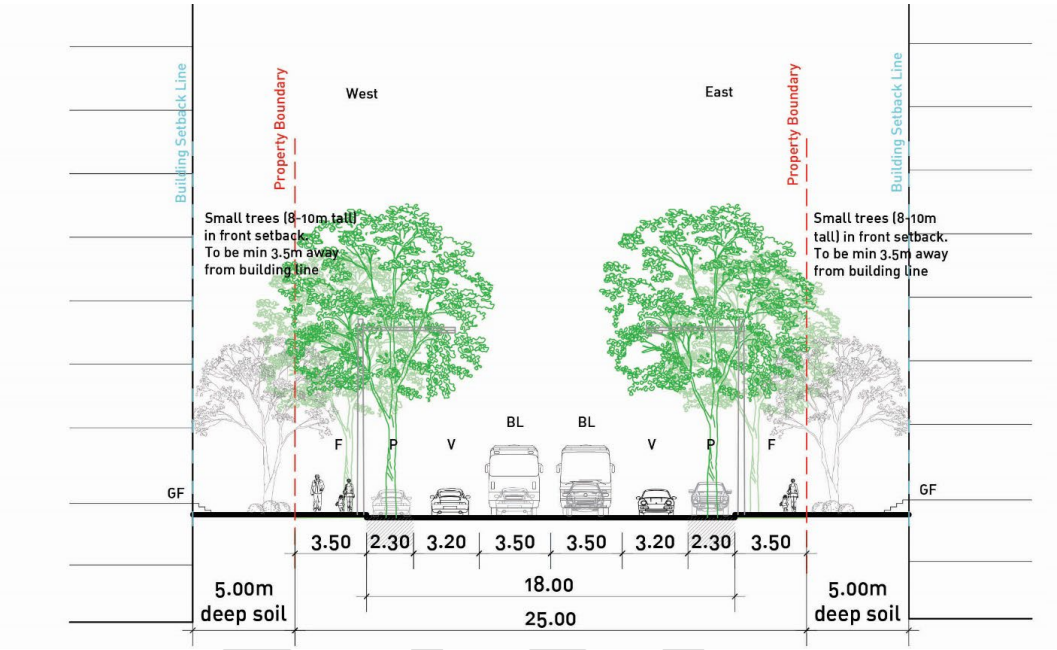
[Remove figure below and insert example road sections]



2. Park Works

Public Purpose:	Public Open Space / Passive recreation / Community use
Development Area/Staging Rationale:	[Insert proposed timing]
Description of Works:	The Park Works will provide amenity and recreation opportunities for the existing culture and local community. [Insert description of Park Works].
Core Elements:	Works to be delivered include: • Soft and hard landscaping • Lighting • Pathways • Paving • Forming tiered seating • Bicycle racks • Amenities block • Children's play area (Regional scale 0-3 & 5-11) • Mature tree planting • Picnic Tables • Bench seats • Drinking fountain • Bins • Shelters and structures • Water features and other improvements • External services to park including stormwater drainage, water supply and irrigation system and lighting
Estimated Works Value:	$[Amount]
Area:	Approx. [Area]

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3. New Playing Field

Public purpose:	Public Open Space/Active recreation
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	The New Playing Field will provide amenity and recreation opportunities for the existing culture and local community. [Insert description of New Playing Field].
Core Elements	• Earthworks • Grassing and fertilising • Flood lighting (50 Lux) • Amenities building including home & away change facilities, referees room, public toilets, canteen, storage, and first aid • External services to park including stormwater drainage, water supply and irrigation system and lighting
Estimates Works Value:	$[Amount]
Area:	[Area]

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4. Wetland

Public purpose:	Public Open Space
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	A park [describe location and proposed works] that will: ○ assist in the management of stormwater ○ increase the provision of deep soil ○ be accessible to the public 24/7, through a formalised path separated from the stormwater management function ○ designed to safe guarded against flooding in appropriate use
Core Elements	• Garden edging • Soft landscaping • Footpath • Smart Bins • Bench seat • Mature Trees
Estimates Works Value:	$[Amount]
Area:	[Area]

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5. Affordable Housing

Public purpose:	Affordable Housing
Development Area/Staging Rationale	[Insert proposed timing]
Description of Works	Dedication of [x] affordable housing units with a maximum of [x] bedrooms. Finishing to include all fixtures and fittings to enable occupation include but not limited to: • Air conditioning (split system) • Floor coverings • Window dressings • Kitchen fitout including Dishwasher • Security •
Core Elements	• Carry out works to provide [x] affordable housing units (with a maximum of [x] bedrooms). • Each unit must have been issued an Occupation Certificate prior to transfer to Council.
Estimates Works Value:	$[Amount]

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6. Smart Cities

Public purpose:	Smart Cities
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	[Description of contribution works / monetary contribution]

Core Elements	• Implementation of Smart City projects/initiatives within the Land recommended by Council, to a maximum cost of $[x] to be delivered in an integrated manner as the relevant part of the Land associated with the project/initiative is developed.
	• Indicative budget for items:
	  ○ Smart Poles = $[x]
	  ○ Smart Wayfinding = $[x]
	  ○ Sensor technology = $[x]
	  ○ Smart bins
	  ○ Are there any other smarts
	  ○ Security

Estimates Works Value:	$[Amount]

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7 Public Transport Contribution

Public purpose:	Public Transport / Community Transport
Development Area/Staging Rationale	[Insert proposed timing]
Description of Works	[Describe service to be provided]. Service to be provided for [x] years or until direct public transport to and from [Development] is available, whichever occurs first.
Core Elements	• Provide [transport] service for current and future residents. • Service to connect residents to [public transport terminals]. • Service to cease on the commencement of [State public transport initiatives].
Estimates Works Value:	$[Amount]

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Executed as an agreement

Signed on behalf of **City of Parramatta Council** (ABN 49 907 174 773) by its authorised delegate pursuant to section 377 of the *Local Government Act* 1993 in the presence of:

Signature of witness	Signature of authorised delegate
Name of witness	Name of authorised delegate
Address of witness	Position of authorised delegate

[Insert further execution clauses as required for each party]

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Annexure A Land Dedication Plan Land

Note plan should show land to be dedicated and any easements proposed a separate plan may be provided where land is Open Space Land but not transferred to Council

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Annexure B Concept Design and Specifications for Contribution Items

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Annexure C Infrastructure Services Delivery Plan

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Infrastructure Services Delivery Plan

[Development]

[Date]

Works listed in Schedule 1 of the Planning Agreement between the City of Parramatta and [parties]

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Purpose

The [Development] Infrastructure Services Delivery Plan (ISDP) is a document which details the items of work to be delivered by way of a Planning Agreement between [Developer parties] (the Developer) and the City of Parramatta (the Council). Landowners [Landowner parties] will also be parties to the agreement.

The physical and social renewal of the area will be supported by the appropriate provisions of infrastructure necessary to support the existing and new community. The works set out in the ISDP have been designed consistent with the [Concept Plan / Masterplan / Strategy] (refer to Figure A).

This ISDP has been prepared to assist in the preparation, negotiation, and implementation of the Planning Agreement. This ISDP includes:

- A more detailed description of the scope of works showing the general location and configuration of works on the site;
- A budget estimate (ex. GST) for the delivery of the item based on the scope of works and/or concept plans referenced; and
- A rationale for the staging of delivery of each item of works based on Development Area/Stage or lot threshold of works. An indication staging plan in Part E identifies the development stages/areas for the works.

In reading this document, the following should be noted:-

- The Description of the Works outlines the scope of works proposed to be delivered.
- These cost estimates include allowances for contingency, professions fees, approvals, maintenance and defects liability period.
- All hard landscaping works will be maintained by the Developer for a period no longer than 24 months from the completion of works. Soft landscaping works will be maintained by the Developer for a minimum of 60 months from the date of completion.
- Maintenance means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism.
- The estimated budgets are outlined to give an understanding and context to the scope of works proposed. There is nothing to stop the same works being delivered at a reduced cost if efficiencies can be negotiated at tender or through the detailed design stage. Any cost savings achieved by the Developer do not need to be passed on to Council. Conversely any additional costs incurred shall be borne by the Developer.
- For the ISDP items, a scope of works has been defined as a performance specification (i.e. Roads, drainage, utilities etc.). An upper limit fixed price for all items is provided.

The following schedules provided in Part A, Part B and Part C of the ISDP detail the scope, budget and staging of all items of works consistent with Schedule 1 of the Planning Agreement. This document and its schedules will form an Annexure to the Planning Agreement. The terms in this document are subject to the more specific terms agreed between the parties under other parts of the Planning Agreement and if there is any inconsistency, the terms of the Planning Agreement (other than this document) prevail.

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Proposed development

[Description of development]

Timing

The development is anticipated to begin within [x] months of the proposed amendment to the LEP, subject to development consents being granted. The development is anticipated to be delivered over [x] years; the timing will be dependent on market conditions. A high-level staging plan is provided in Part E of this ISDP.

Planning Agreement Summary Table

No	Item	Public Purpose	Scope	Contribution Value	Timing
1	Road works	Road Works	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
2	Park works	Open Space/ Passive recreation / Community use	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
3	New Playing Field	Open Space/Active recreation	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
4	Wetland	Open Space	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
5	Affordable Housing Units	Housing affordability	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
6	Smart Cities Contribution	Smart Cites	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
7	[Public transport Contribution]	Public Transport	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]
8	[Community facility Contribution]	Community Facilities	[Insert description of works]	[Insert estimated value]	[Insert proposed timing]

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Part A: Development Contribution – Carrying Out of Works

The following lists the items of works and a discussion on the scope, budget and staging in order as they appear in Schedule 3 of the Planning Agreement

1. Roads Works (incl. Cycleways and Bus Stops) and Intersection Upgrades

Public purpose	Roads, Traffic and Transport
Development Area/Staging Rationale	Various – refer to Planning Agreement Staging Plan.
Description of Works	**Road Works:** The road works include the demolition of redundant roads and underpasses, embellishment of retained existing roads and the construction of new roads, verges, cycleways, footpaths, bus stops and shelters. **Cycleways and Shared Paths:** The bicycle network includes both on-street cycleways and off-street shared paths. On-street cycleways include standalone bicycle lanes or integrated with parking lanes with appropriate signage and line marking. Off-street shared paths are provided along the verge of roads or through public open space. **Bus Stops and Shelters:** Bus stops are to be provided within easy walking distance (maximum 400m) from all residences. Bus stop signage shall be installed in accordance with City of Parramatta and the local bus authority requirements. The stops will be located generally in accordance with agreed bus routes. Works will include bus shelters where required by City of Parramatta, acting reasonably.
Core Elements	• Early earth works including batters • Road pavements • Stormwater drainage • Footpaths • Cycleways and shared pathways • Granite Cobble parking bays • Landscaping • Services including Smart Poles (where required) • Turf to verge • Traffic signs • Street furniture • Lighting All works should be design in accordance with site specific DCP and Public Domain Manual.
Estimates Works Value:	The estimated cost for the works listed above is $[Amount]

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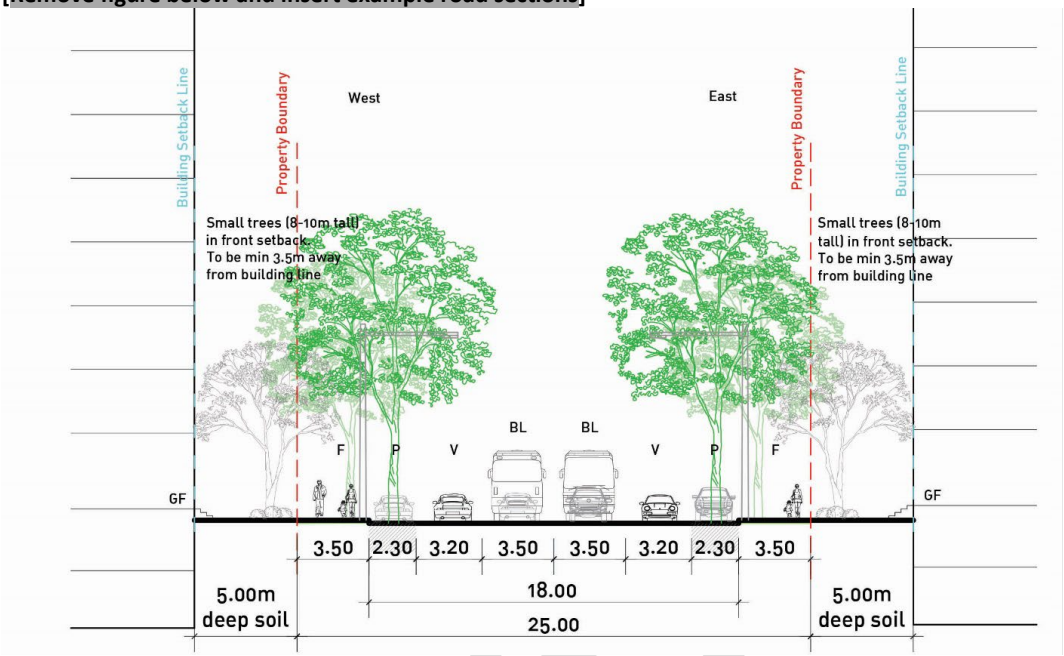
Example Road Sections

[Remove figure below and insert example road sections]



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2. Park Works

Public Purpose:	Public Open Space / Passive recreation / Community use
Development Area/Staging Rationale:	[Insert proposed timing]
Description of Works:	The Park Works will provide amenity and recreation opportunities for the existing culture and local community. [Insert description of Park Works].
Core Elements:	Works to be delivered include: • Soft and hard landscaping • Lighting • Pathways • Paving • Forming tiered seating • Bicycle racks • Amenities block • Children's play area (Regional scale 0-3 & 5-11) • Mature tree planting • Picnic Tables • Bench seats • Drinking fountain • Bins • Shelters and structures • Water features and other improvements • External services to park including stormwater drainage, water supply and irrigation system and lighting
Estimated Works Value:	$[Amount]
Area:	Approx. [Area]

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3. New Playing Field

Public purpose:	Public Open Space/Active recreation
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	The New Playing Field will provide amenity and recreation opportunities for the existing culture and local community. [Insert description of New Playing Field].
Core Elements	• Earthworks • Grassing and fertilising • Flood lighting (50 Lux) • Amenities building including home & away change facilities, referees room, public toilets, canteen, storage, and first aid • External services to park including stormwater drainage, water supply and irrigation system and lighting
Estimates Works Value:	$[Amount]
Area:	[Area]

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4. Wetland

Public purpose:	Public Open Space
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	A park [describe location and proposed works] that will: ○ assist in the management of stormwater ○ increase the provision of deep soil ○ be accessible to the public 24/7, through a formalised path separated from the stormwater management function ○ designed to safe guarded against flooding in appropriate use
Core Elements	• Garden edging • Soft landscaping • Footpath • Bins • Bench seat • Mature Trees
Estimates Works Value:	$[Amount]
Area:	[Area]

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5. Affordable Housing

Public purpose:	Affordable Housing
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	Dedication of [x] affordable housing units with a maximum of [x] bedrooms. Finishing to include all fixtures and fittings to enable occupation include but not limited to: • Air conditioning (split system) • Floor coverings • Window dressings • Dishwasher
Core Elements	• Carry out works to provide [x] affordable housing units (with a maximum of [x] bedrooms). • Each unit must have been issued an Occupation Certificate prior to transfer to Council.
Estimates Works Value:	$[Amount]

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6. Smart Cities

Public purpose:	Smart Cities
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	[Description of contribution works / monetary contribution]

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	• Indicative budget for items:
	  ○ Smart Poles = $[x]
	  ○ Smart Wayfinding = $[x]
	  ○ Sensor technology = $[x]

Estimates Works Value:	$[Amount]

DRAFT

7. [Public transport contribution]

Public purpose:	Public Transport / Community Transport
Development Area/Staging Rationale	[Insert proposed timing]
Description of works	[Describe service to be provided]. Service to be provided for [x] years or until direct public transport to and from [Development] is available, whichever occurs first.
Core Elements	• Provide [transport] service for current and future residents. • Service to connect residents to [public transport terminals]. • Service to cease on the commencement of [State public transport initiatives].
Estimates Works Value:	$[Amount]

DRAFT

Part B: Development Contributions – Monetary Contributions

8. Community Hub

Public purpose:	Community Use
Development Area/Staging Rationale	[Insert proposed timing].
Description of Works:	Capital contribution towards upgrade works for the [community facility].
Core Elements:	Capital contribution towards cost of updating building.
Estimated Works Value:	$[Amount] towards the capital construction of a new building.

DRAFT

Part C: Land Dedication and Acquisitions Provisions

A significant amount of Public Land exists within the project site. Much of that land will remain as public land during and after the redevelopment process, while additional public land will also be created. There are three types of land proposed to be dedicated to City of Parramatta upon the completion of the works identified in this plan. These are:

- Public Roads (in accordance with the provisions of the Roads Act, 1993);
- Community Land for use as Parks and Open Space (in accordance with the provisions of the Local Government Act 1993); and
- Operational Land to be used for Community Facilities (in accordance with the provisions of the Local Government Act 1993).

1. Associated Costs

It is important to recognise that the cost estimates do not include any costs associated with the acquisition or dedication of land to Council for the purposes of roads and public open space.

Compensation for the Developer's compulsory acquisition of land is to be based on a 'peppercorn' payment, to reflect the future dedication of land at no cost to Council as public road, public open space and community land.

2. Dedication Timing

Following the completion of construction and embellishment works in accordance with this ISDP, all public roads and open space areas shall be dedicated to Council as part of the relevant subdivision certificate process for that stage of development.

3. Public Roads

In order to facilitate the construction of new road connections and intersections, the proposed redevelopment will require that new public roads built and dedicated in accordance with the new subdivision layout.

4. Parks and Open Space

The proposed master plan provides approximately [x] hectares of new open space which includes [describe park works / playing field]. The open space will be dedicated to Council as public reserves in accordance with the timing reflected in this ISDP or at a mutually agreeable time.

5. Land Remediation

During the redevelopment process, localised existing areas of contaminated ground may become disturbed. As part of the redevelopment works, contaminated lands will require validation before handover / dedication in line with [relevant provisions of planning agreement].

DRAFT

Part D Indicative Land Dedication Plan

[Insert indicative land dedication plan]

DRAFT

Part E: Indicative Staging Plan

[Insert indicative land dedication plan]

DRAFT

INDEPENDENT COMMISSION AGAINST CORRUPTION
NEW SOUTH WALES

Ms Phoebe Chen
Senior Project Officer, Infrastructure Planning and Design
City of Parramatta Council

By email: pchen@cityofparramatta.nsw.gov.au

Our Ref: AD25/0084

Dear Ms Chen

SUBJECT: Corruption prevention advice - City of Parramatta Council draft Planning Agreement Policy & Procedures Manual (Amendment 2) 2025

I refer to your email on 15 May 2025 requesting corruption prevention advice regarding Council's draft Planning Agreement Policy and Procedures Manual (Amendment 2) 2025 ("the Policy"). Attached to this letter are issues that Council may wish to consider as part of the Policy.

The Commission's advice is based on the information you have provided and is intended to assist Council in developing the Policy by identifying relevant probity risks. The advice is not intended to be a ruling on this issue and does not constitute legal advice.

If you have any queries regarding the advice or wish to discuss this matter further, please contact Antony Pedroza by email at apedroza@icac.nsw.gov.au or by phone on 8281 5810.

Yours sincerely

Lewis Rangott
Executive Director, Corruption Prevention

30 June 2025

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ICAC
INDEPENDENT COMMISSION AGAINST CORRUPTION
NEW SOUTH WALES

Review of City of Parramatta Council's draft Planning Agreement Policy & Procedures Manual (Amendment 2) 2025

Reducing uncertainty associated with planning agreements

Decision-making in the NSW planning system involves balancing legal certainty (that is, the regular, open and predictable application of environmental planning laws and guidelines) and flexibility to adapt to unusual or unforeseen circumstances. The Commission has previously noted that a lack of certainty in the planning system can create a probity risk as inappropriate or irrelevant considerations may influence a decision.

Some areas of Council's draft Planning Agreement Policy & Procedures Manual (Amendment 2) 2025 ("the Policy") lack certainty. Most notably, cl 2.1 states that the Policy is intended as a guide.

Council should consider whether the flexibility provided by the Policy offers greater overall benefits than the certainty of more prescriptive provisions, especially given that one of the Policy's stated objectives at cl 1.4(a) is to "provide clarity on when a planning agreement may be entered into with Council and the process for assessing its appropriateness".

Planning agreement Practice Note

Inconsistency with planning agreement Practice Note

The Policy contains some inconsistencies with the current May 2025 Practice Note issued by the Department of Planning, Housing and Infrastructure (the Department). Some examples include:

- the Policy's principles at cl 2.5, and the acceptability tests at cl 3.2, use phrases that vary from the phrases used in the principles and acceptability tests of the Practice Note. For example, the Policy appears to contemplate public benefits "wholly unrelated to the development" at cl 3.2 (d), while the Practice Notes refers to providing "for the delivery of infrastructure or public benefits not wholly unrelated to the development"
- the phrase "net public benefit" is not adopted in the Practice Note.

Value capture

The Policy does not definitively address whether planning agreements will be used for value capture purposes. Notwithstanding cl 2.5(a), the statement at cl 2.5(c) that deliverables are based on development uplift suggests that planning agreements could be used as a tool for value capture by leveraging the increased land value generated through a planning decision.

While value capture arrangements can assist in providing a price signal and aid in the assessment of the value of public benefits, the Practice Note states that planning

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agreements should not be used primarily for value capture. The reason provided is “the perception that planning decisions can be bought and sold and that councils may leverage their bargaining positions based on their statutory powers.”

The Commission supports this position and suggests that Council should obtain its own legal advice if it intends to use value capture calculations to inform an assessment of the benefits offered by a proposed planning agreement.

Probity and Governance

Direct negotiation risks with planning agreements

Planning agreements represent a type of direct negotiation between councils and developers. This is not least because the lack of competitive tension in negotiations between a developer and council raises challenges when considering the achievement of value for money.

The advice provided in the Commission’s 2018 publication, *Direct Negotiations: Guidelines for Managing Risks*, is relevant to the negotiation of planning agreements. This advice covers:

- the importance of setting commercial parameters prior to entering a negotiation to help ensure objectives are achieved
- the benefit of refraining from making any verbal, binding commitments during face-to-face negotiations to ensure a proper assessment of proposed public benefits is undertaken.

Key roles

In addition to input from certain public officials, and the involvement of independent third parties in negotiation and assessment processes, Council may wish to consider the circumstances where it would be prudent to engage a probity advisor. These could include involvement in planning agreement negotiations where:

- a planning matter is associated with a history of controversy, litigation or complaints
- a unique approach to providing a deliverable is being proposed
- considerable technical and environmental challenges are involved.

Confidentiality and planning agreements

While planning agreements are frequently dealt with in closed sessions of a council for legitimate reasons, the Commission is aware of instances where the relevant business papers remain inaccessible, despite the grounds for closing the meeting to the public no longer existing. Although a member of the public may be able to access the information under the *Government Information (Public Access) Act 2009*, it would be excessively inconvenient to make an application in these circumstances. Moreover, the proactive publication of business papers that cease to be confidential ensures the public has meaningful information about decision-making processes as well as the basis for decisions.

The Commission discussed this issue in its November 2023 report, *Investigation into the conduct of the City of Canada Bay Council Mayor and others (Operation Tolosa)* and recommended that the Department take steps to require councils to proactively release

business papers, correspondence and reports where confidentiality no longer exists. This recommendation has been addressed in the Office of Local Government's ("OLG") draft *Model Code of Meeting Practice for Local Councils in NSW*. As this draft has not yet been finalised, Council may wish to consider adopting provisions that reflect the recommendation.

The monitoring, review and auditing of planning agreements

The Policy should include measures that track the progress of executed planning agreements against key milestones. Monitoring planning agreements delivers clear benefits, including assuring the community that the promised public benefits are being delivered and supporting effective forward planning for asset management.

Another benefit will be information that Council could use for a 'lessons learnt' review examining the relative strengths or weaknesses in outcomes between different planning agreements and the provisions of the Policy.

Given planning agreements can be risky endeavours, and irrespective of a "lessons learnt" review process being introduced, Council should consider including planning agreements in its four-yearly internal audit plan. Factors to consider in undertaking any review or audit is the degree to which Council's planning agreements are meeting the objectives of the Policy and its wider strategic framework, as well providing an opportunity to identify weaknesses in the control environment.

Councillors and their role

Council resolutions

In addition to Operation Tolosa, planning agreements featured in the Commission's August 2023 Operation Galley report titled, *Investigation into the conduct of three former councillors of former Hurstville City Council, now part of Georges River Council and others*. In this matter, the Commission made corrupt conduct findings against three councillors involved in accepting inducements and rewards from developers and their associates in return for favouring their interests in planning matters. The Commission recommended, amongst other things, that the Department:

- amends the *Model Code of Meeting Practice for Local Councils in NSW* to require councillors to provide reasons for approving or rejecting planning agreements where decisions depart from the recommendations of staff (recommendation 5)
- amends the *Local Government Act 1993* to include planning agreements in the definition of planning decisions that require a register of votes to be kept (recommendation 10).

The Department has indicated that it intends to implement these recommendations. In the meantime, Council is encouraged to consider incorporating similar measures as part of the Policy.

Lobbying

Planning agreements deal with matters of public interest and there is a reasonable expectation that they will subject to lobbying. Lobbying may not necessarily be by the relevant developer but could also include other members of the public.

OFFICIAL

Although lobbying is an integral and legitimate part of democracy, it can have detrimental impacts on public confidence in public administration. This can include situations where:

- lobbying of public officials is conducted in secret
- individuals engaged in lobbying relying on improper practices, such as making false or misleading statements.

The Policy provides that councillors will not be involved in direct negotiations but will endorse and approve agreements by resolution. The Commission also routinely advises councils that councillors should not:

- fetter their discretion by giving undertakings to vote a certain way to an interested party prior to considering all the information relevant to a decision
- act as an agent for proponents, including moving motions that have been drafted by a person associated with a developer or other third parties
- accept information from a proponent of a technical nature without passing it on to council officers for assessment and capture in council's record keeping system.

Council could consider including similar provisions in the Policy or another appropriate document.

Minor issues

There is a typo in cl 3.2(c).

Both the "capital works" and "recurrent charges & maintenance costs" sections are identified as cl 3.6. It appears that the latter should be cl 3.7.

The heading in cl 7.18 could be misinterpreted as equating accountability solely with financial and accounting standards. While compliance with the OLG's *Local Government Code of Accounting Practice and Financial Reporting* does support accountability, a more appropriate heading could better reflect the intent of the clause.

OFFICIAL

HWLE LAWYERS

Our Ref: JEH1282633

11 November 2025

By Email Only
Attention: Phoebe Chen

CEO
City Of Parramatta
9 Wentworth Street
Parramatta NSW 2150

Email: pchen@cityofparramatta.nsw.gov.au

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Dear Sir

Draft City of Parramatta- Planning Agreement Policy

We refer to the draft Planning agreement Policy (Amendment 2) 2025 for the City of Parramatta forwarded to you by us on 26 August 2025 (**Draft Policy**).

We confirm that the Draft Policy is consistent with the NSW Department of Planning, Housing and Infrastructure Planning agreements practice note May 2025 published on the department website and the relevant provisions of the *Environmental Planning and Assessment Act 1979*.

Yours sincerely

Jane Hewitt
Partner
HWLE Lawyers

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REPORT NAME OCM26-34 Strategic Planning Review of Parramatta East Precinct

REPORT OF Group Manager City Strategic Planning

PURPOSE:

To seek Council endorsement to commence a strategic review of the Parramatta East Precinct to inform a structure plan and Planning Proposal for additional housing, following an offer of State Government funding.

RECOMMENDATION:

(a) That Council endorse the commencement of work on the Parramatta East Precinct structure plan and Planning Proposal considering the offer of funding from the Department of Planning, Housing and Infrastructure.

(b) That Council note that should it resolve not to include the continuation of this work in the draft 2026/27 Delivery Program and Operational Plan that the studies procured can be retained and used when Council determines that progress of this project is a priority.

BACKGROUND

1. Council has been offered funding from the Department of Planning, Housing and Infrastructure (the Department) of $250,000 for the preparation of background studies to progress planning for increased housing in the Parramatta East Precinct (the Precinct).
2. Council officers are recommending that a strategic planning review be undertaken for the Parramatta East Precinct. This will allow Council to consider the planning controls that should apply to the Precinct with a particular focus on changes to support the introduction of Parramatta Light Rail Stage 1 in the northern part of the Precinct (details of the scope of the study (at a high-level level) are provided below).
3. Originally Council officers were proposing the project be undertaken over two financial years (i.e. 2026/27 and 2027/28) with funding being sought in the upcoming budget process for the 2026/27 DPOP, progressing in the second quarter of this calendar year. This funding would supplement the State Government funding for the Precinct. In light of this, the allocated State Government funding will enable the efficient commencement of the necessary studies required to support a future structure plan and Planning Proposal for the Precinct.

Parramatta East Precinct Review

Project Scope

4. The Precinct is approximately 150 hectares, located on the eastern edge of the Parramatta City Centre and western edge of the Camellia-Rosehill Precinct (Figure 1). It includes the Harris Park local centre and urban services near James Ruse Drive and is characterised by a predominantly low-to mid-rise residential built form, despite higher density zoning (see Figure 2).

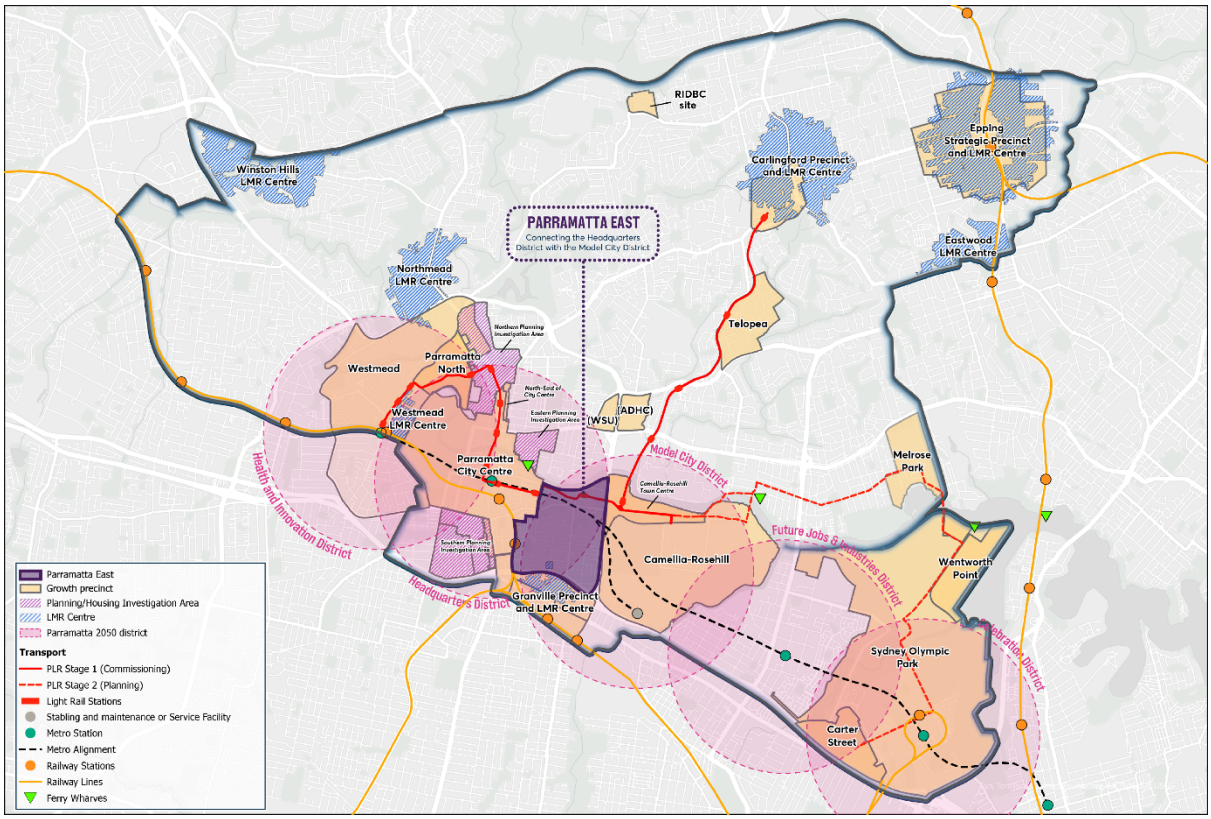

Figure 1 - Parramatta East Precinct within the Parramatta LGA.

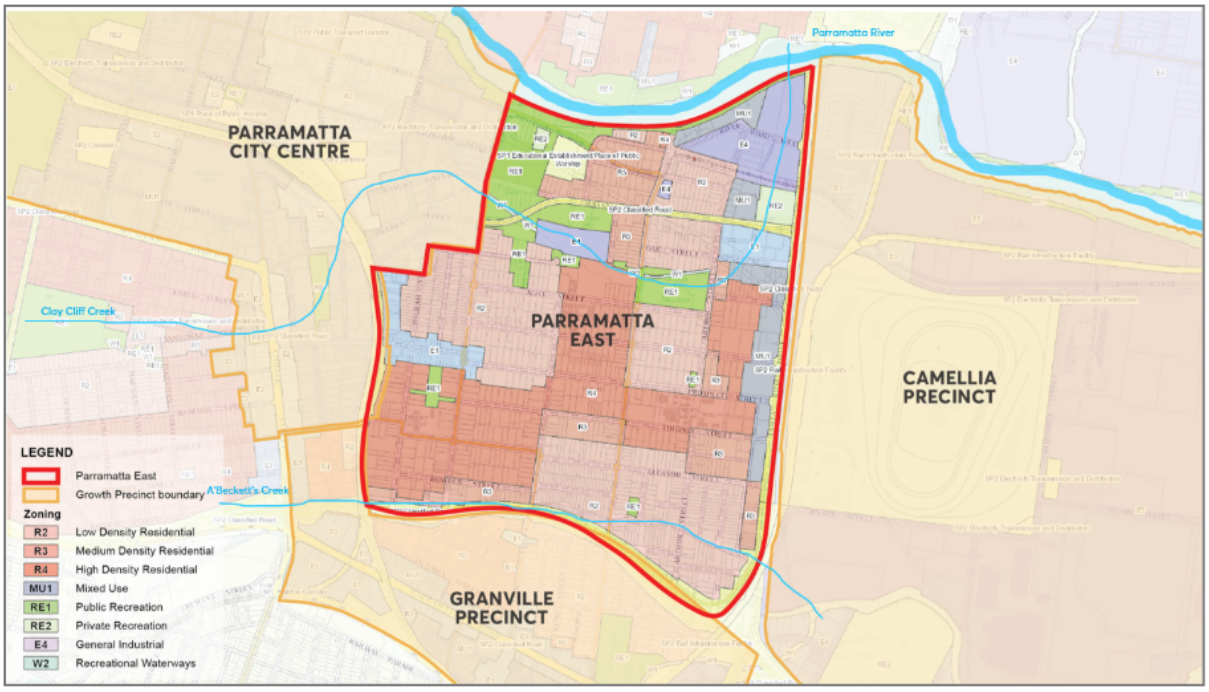

Figure 2 - Parramatta East Precinct adjoins Parramatta River to the north, and connects Parramatta CBD, Camellia / Rosehill and Granville.

5. The study area includes the following sub-precincts for the following reasons:-

   a. Land adjoining the Parramatta Light Rail Corridor – in order to ensure that the benefits of light rail are properly leveraged by way of appropriate provision of density.

   b. Land zoned E4 General Industrial adjoining James Ruse Drive – This land adjoins light rail and is identified as a precinct where a structure plan process should be pursued in Council's Employment Lands Study. A structure plan that looks at the retention of jobs and introduction of residential should be pursued.

   c. Land to the south of Clay Cliff creek – this precinct contains Heritage Conservation Areas and flood constrained land. It is not expected that there will be any significant increase in development potential in these parts of the precinct.

6. The intent is not to seek to increase the density across the entire precinct instead the work will inform the preparation of a structure plan and Planning Proposal and will explore opportunities for additional housing and jobs within a mixed-use precinct, incorporating a range of low-, mid-, and high-density housing typologies and make sure that the precinct is properly connected with adjoining precincts to make sure the liveability of the entire precinct is considered.

7. The structure plan and Planning Proposal will need to be informed by specialist studies to ensure robust planning and risk management. These are included below:

   - Local Flood Study

- Traffic and Transport Report
- Preliminary Land Contamination Study
- Connecting to Country
- Economic Impact Study
- Open Space Assessment
- European Heritage Assessment (including view lines to Elizabeth Farm)
- Social Impact Assessment
- Urban Design Analysis

8. Council officers are estimating the following studies could be funded by the $250,000 provided by the State Government in the remaining months of 2025/26:
    - Connecting to Country
    - European Heritage Assessment (including view lines to Elizabeth Farm)
    - Preliminary Land Contamination Study
9. Council officers are requesting funding of $410,000 in the 2026/27 DPOP budget which will fund the remaining studies needed to prepare a structure plan and Planning Proposal.
10. However, if Council determines that progressing this Precinct is not a priority in 2026/27, the studies selected can be retained for use in future years when the progression of the Project can be funded by Council or by securing other grant funding. The studies proposed to be funded using the $250,000 are those that will remain relevant even if the review does not progress immediately.
11. Therefore, progressing with these studies using the State Government funding does not compel Council to commit to any funding outside of the 2026/27 DPOP and budget preparation process.

Project governance

12. The Department will manage the procurement of the consultants, however Council officers will be responsible for the day-to-day management of the project, providing feedback and advice to the consultants, reviewing the draft studies and accepting the final studies once they are deemed acceptable.
13. The final reports can then be used by Council to inform the structure plan and planning proposal.

CONSULTATION & TIMING

Stakeholder Consultation

14. The following stakeholder consultation has been undertaken in relation to this matter:

Date	Stakeholder	Stakeholder Comment	Council Officer Response	Responsibility
NIL	NIL	NIL	NIL	NIL

Councillor Consultation

15. The following Councillor consultation has been undertaken in relation to this matter:

Date	Councillor	Councillor Comment	Council Officer Response	Responsibility
NIL	NIL	NIL	NIL	NIL

LEGAL IMPLICATIONS FOR COUNCIL

16. There are no legal implications for Council associated with this report. Council have discussed with the Department roles and responsibilities and will manage any legal issues should they arise from this partnership. Refer to Paragraph 12 and 13 where the governance model is outlined.

FINANCIAL IMPLICATIONS FOR COUNCIL

17. If Council resolves to approve this report in accordance with the recommendation, there will be no negative financial impact on the budget for 2025/26. Any work on this project will be undertaken by existing staff resourcing made available due to the decision to pause further progression of the Local Housing Strategy due to the evolving state policy framework within the Draft Sydney Plan (as reported to Council on 23 February 2026).
18. Council officers are recommending a budget of $410,000 be allocated to this project as part of the 2026/2027 DPOP process to be spent on the other studies to progress the strategic review and planning proposal process for the Precinct. However, as discussed earlier, the proposed State Government funding allocation for 2025/26 does not compel Council to include this project in the 2026/2027 budget if it is not deemed a priority.

Robert Cologna
Group Manager City Strategic Planning

Jennifer Concato
Executive Director City Planning and Design

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

NOTICES OF MOTION

REPORT NAME NOM26-9 Lancer Barracks Preservation (Cr Dr Greenwood)

MOTION OF Councillor Dr Judy Greenwood

MOTION

(a) That the City of Parramatta Council notes the immense significance of Lancer Barracks as Australia's longest continuously operational military facility since colonialisation.

(b) That Council opposes the sale of the site for private profit.

(c) That the Mayor of Parramatta seek an urgent meeting with the Federal Member for Parramatta to discuss the future of Lancer Barracks

(d) That the Mayor seek arrangements for Lancer Barracks to be transferred to a Trust or body that can be funded to maintain the site and buildings and honour their historic significance.

BACKGROUND

1. Lancer Barracks is an historic military facility and grounds in Parramatta.
2. The Federal Government has proposed selling the historic Lancer Barracks in part of a $1.8 billion+ sell-off of 60 surplus Defence properties.
3. Built in 1820, it is the longest continuously operational military facility in Australia since colonial settlement. While it may be surplus to Defence requirement, it is certainly not surplus in terms of cultural values.
4. In his announcement of the sale, Defence Minister Richard Marles made the point that many Defence sites are decaying, underutilised and costing millions of dollars to maintain.
5. It seems unlikely, given these costs, that it will be viable for anyone to buy the site and generate enough funds from it to maintain it whilst recognising its heritage values and cultural significance.
6. Historical sites of this import should not be considered capital ventures to be sold but should be handled sensitively, respecting the connections felt by living people and the history they represent.
7. Hyde Park Barracks is owned by the Museums of History New South Wales.
8. Lancer Barracks should be similarly maintained and valued for the benefit of the people of Australia.

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN RESPONSE:

9. Council officers' view is that it would be more efficacious for Council to establish a robust advocacy position regarding its expectations for public benefits to be provided on the site as decision-making proceeds. This would ensure Council can advocate for good outcomes for the community both independently and with other stakeholders. Should a planning proposal eventuate in future, Council would then be well-placed with a transparent position on its expectations to evaluate the benefits and impacts of any proposal on its merits.
10. Council officers' view is that the site has the potential to make significant contributions to open space, community and cultural infrastructure, connectivity and amenity in the growing CBD, while also recognising and protecting the site's history and heritage into the future. Therefore, Council officers recommend that an advocacy position be formulated that addresses these points.

FINANCIAL AND RESOURCE IMPLICATIONS

11. Nil.

Jennifer Concato
Executive Director City Planning and Design

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

REPORT NAME NOM26-10 World Heritage Listing of the Parramatta Female Factory (Cr Darley)

MOTION OF Councillor Kellie Darley

MOTION

(a) That Council reaffirms its support of the Parramatta Female Factory and Institutions Precinct (PFFIP) being World Heritage listed, as previously resolved in July 2020.

(b) That Council notes a preliminary assessment request for the PFFIP World Heritage nomination was submitted to International Council on Monuments and Sites (ICOMOS), an advisory body to UNESCO, in 2024 by the NSW Government and ICOMOS provided their preliminary assessment in October 2025.

(c) That Council notes there has been no rejection by the United Nations (UNESCO) for adding PFFIP to the World Heritage List, and it remains on Australia's tentative World Heritage List.

(d) That Council notes Australia ICOMOS wrote to The Hon. Paul Scully MP, Minister for Planning and Open Spaces, in October 2025 with concerns about the proposed rezoning of the Parramatta North Precinct in relation to PFFIP, with key comments including:

i. "it is critical that National and State heritage listings and the potential world heritage buffer zone inform finalisation of the Parramatta North Precinct rezoning in relation to the Female Factory site. We note that both ICOMOS and the World Heritage Committee take current and planned development pressures and impacts into account when assessing World Heritage nominations."

ii. "Setting development guidelines that are unacceptable in heritage terms has the potential for major impact on the PFFIP's tentative Outstanding Universal Values and could jeopardise the nomination process for the World Heritage List."

(e) That Council notes the following relevant points made in its endorsed submission for the Parramatta North State-led Rezoning Proposal in March 2025, under Theme 3: Heritage, Design, Accessibility and Environment [pages 8-13]:

i. "Council recognises the reduced density in proximity to the Parramatta Female Factory that has occurred in response to a potential World Heritage listing by UNESCO. However, it is considered that further refinement of the structure plan and arrangement of buildings and open space is required commensurate with the heritage significance of the precinct to reinforce the critical

relationship between individual heritage items, their curtilage, landscape setting and the visual and physical connections to the Parramatta River."

ii. "Council does not support the introduction of building envelopes that fill the spaces (curtilage) between these heritage elements. Such intrusions create fragmentation, turning a cohesive group of significant buildings within their landscape setting into a disparate collection. These heritage buildings and their landscapes should be perceived as an integrated group within a unified central heritage parkland zone that provides a continuous physical and visual connection from the Parramatta River, through the core central heritage and landscape zone, to Parramatta Gaol and the Female Factory."

iii. "Planning controls should not compromise the process for consideration of a World Heritage Listing for the Female Factory and Institutions Precinct site and should protect the heritage significance of the Female Factory."

(f) That Council calls on the NSW and Federal Governments to deliver on their commitment to World Heritage List the PFFIP by:

i. Reviewing and updating the nomination strategy in light of the ICOMOS feedback; and

ii. Providing an updated timeline to the community on how it will complete the World Heritage List nomination process for PFFIP.

(g) That the Lord Mayor write to the NSW Minister for Planning and Open Spaces, NSW Minister for Heritage and Member for Parramatta noting the comments of Australia ICOMOS and encouraging the NSW Government to undertake work on a suitable buffer zone in consultation with Council and other stakeholders.

(h) Further, that Council acknowledge and thank the ongoing advocacy and contributions of the Friends of the Parramatta Female Factory, National Trust and various other local and national organisations in protecting this historically significant site in North Parramatta.

BACKGROUND

1. The Parramatta Female Factory, completed in 1821 as Australia's earliest purpose-built female convict site, was the first destination for convict women sent to colonial Sydney. It was a place of work and punishment, a marriage bureau, a labour hire depot, and a shelter for ill, pregnant or unemployed women. The Female Factory is also the site of possibly the first female workers' riot in Australia (1827) and one of the earliest factories in the Colony.

2. Convict female factories are rare sites. Of the 12 established in Australia, only three remain today, with the Parramatta Female Factory being the most intact convict women's site in Australia.
3. The National Trust in 2014 prepared a statement of significance for the Female Factory for inclusion on the National Trust Register. This statement of significance drew comparisons of the site with the World Heritage Listed Cascades Female Factory in Hobart, which is "younger, less influential and arguably less intact than the Parramatta Female Factory".
4. PFFIP received National Heritage List inscription in November 2017.
5. The Australian Government announced funding to support development of the PFFIP World Heritage nomination in 2022.
6. The NSW Government outlined in 2022 that the nomination dossier preparation would commence in early 2023-24, led by Heritage NSW.
7. PFFIP was added to Australia's UNESCO World Heritage Tentative List in September 2023. The original World Heritage List timeline for PFFIP was to submit the final nomination to UNESCO in January 2027, with it estimated that a decision would likely be made by 2029.
8. A preliminary assessment request was submitted to ICOMOS in 2024 by the NSW Government. Preliminary Assessment is a new process through which States Parties can engage the world heritage Advisory Bodies ICOMOS and IUCN in an enhanced dialogue regarding the potential Outstanding Universal Value of a potential nominated site featuring on their Tentative World Heritage List. This process takes place prior to the preparation of a full nomination dossier and aims to assist States Parties by establishing the feasibility of a potential nomination.
9. The NSW Government proposed a potential nomination strategy based on two UNESCO World Heritage List criteria (namely iv and vi), rather than a five-criterion approach that was used for the 11 Australian Convict sites that received World Heritage listing in 2010.
    i. Criterion (iv): *be an outstanding example of a type of building, architectural or technological ensemble or landscape which illustrates (a) significant stage(s) in human history.*
    ii. Criterion (vi): *be directly or tangibly associated with events or living traditions, with ideas, or with beliefs, with artistic and literary works of outstanding universal significance.*
10. It is understood that PFFIP was originally included in the 'Australian Convict Sites World Heritage Property' but, due to a lack of clarity regarding custodianship, multiple landowners and ongoing use by NSW Health at the time, it was withdrawn from this multi-site World Heritage List nomination.
11. Key feedback from ICOMOS included in the preliminary assessment report (October 2025) includes:
    i. ICOMOS considers that the way criterion (iv) is justified by the State Party repeats largely the justification of criterion (vi), the value of the potential nominated property argued based on its association to specific ideas and historical developments. In order to justify criterion (iv), the State Party would need to demonstrate that the Parramatta

Female Factory and Institutions Precinct as an architectural ensemble can be considered exceptional in terms of its features, layout, structure or other as an expression of (a) significant stage(s) in human history. Given the focus of the narrative on women and children welfare and reform institutions, the specific character of the preserved buildings related to these groups within the society would further need to be convincingly argued. The way the complex tangibly reflects the shifts in ideologies, policies and practices through structural modifications in a way that cannot be witnessed in similar institutions in the relevant geo-cultural region would also need to be better substantiated.

ii. ICOMOS considers that the associations proposed as part of the justification of criterion (vi) are developed around the idea of changing social policies and practices, which, while globally relevant, does not point to specific outcomes that could be considered of global significance. The evolution of ideologies and policies in itself is a common phenomenon, and an ongoing process. Therefore, the justification for criterion (vi) is challenging. Moreover, the State Party has not set out convincingly why the tangible expression of these proposed associations in the form of the presented Parramatta Female Factory and Institutions Precinct should be considered exceptional compared to other similar sites. While the cultural institutional layering inscribed in the materiality of the site could be considered of significance in this regard, it is challenging to connect architectural changes within the potential nominated property to the evolving regulatory frameworks and the management or control of populations – especially since different populations in terms of race, age, gender, and class were kept by the varied institutions, where various regulatory frameworks applied depending on the function or purpose of the establishment. The adaptation of spaces does not appear to respond to the changing dynamics but rather addresses different needs of the changing institutions, which in itself is a common process."

iii. ICOMOS further notes that the New South Wales government is currently rezoning the area immediately to the north and east of the potential nominated property. It appears to be designed to encourage development of high-rise residential and commercial buildings up to the boundaries of the potential nominated property, including in any potential future buffer zone. ICOMOS considers that relevant protective measures of the immediate surroundings of the Precinct would be necessary, if a potential nomination is sought in the future. Given the strong relationship of the potential nominated property to its naturel environment, as emphasised by the State Party, the landscape setting of the Precinct should be given more attention by the State Party.

iv. ICOMOS states that the proposed nomination strategy does not have the potential to be successful. However, having considered the different aspects of the presented narrative and the different institutional layers of the Precinct, ICOMOS considers that the Parramatta Girls Industrial School as an example of a residential reformatory school that was part of the project of institutionalisation of Aboriginal children to assimilate them with the wider society appears to be the strongest contender in terms of potential for regional or global significance. It is linked to the history of the Stolen Generations, which represents a significant period in Australia's history when Aboriginal and Torres Strait Islander children were forcibly removed from their families and denied their cultures. This part of the narrative of institutionalisation is a particularly strong point, as it is internationally recognised and speaks to the broader topic of the oppression and acculturation of Indigenous populations related to settler colonialism. Accordingly, ICOMOS considers that this theme could be worth exploring further, as it appears to offer some potential for development in terms of Outstanding Universal Value. Focusing the narrative on this particular period in history, and a specific 'experience' of Indigenous children, seems to be a much more promising way forward that would, at least partly, be able to overcome some of the challenges of the current narrative.

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN RESPONSE:

1. The existing State and National Heritage listings of the subject site demonstrate its significance. A world heritage listing would be further acknowledgment of its significance and could potentially benefit the broader community by supporting heritage tourism opportunities in the LGA and broader region.
2. Council officers do not have the expertise to offer any advice on how the world listing criteria can be addressed to progress a World Heritage listing for the subject site and cannot identify any negative consequences from requesting the State and Federal Governments continue to progress the nomination.
3. The request encouraging the State Government to undertake work on a suitable buffer zone in consultation with Council and other stakeholders is supported. This work should not progress without the consultation of Council and other stakeholders to allow a considered understanding of the nature of the controls proposed for the buffer zone, its extent and the impacts associated with it.

FINANCIAL AND RESOURCE IMPLICATIONS

4. The letter can be prepared within existing resources.

Jennifer Concato
Executive Director City Planning and Design

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

REPORT NAME NOM26-11 Employee Cost Analysis (Cr Darley)

MOTION OF Councillor Kellie Darley

MOTION

(a) That the CEO prepare a report to Council to understand the metrics associated with the employee budget. The report should include (but not be limited to) the following information:

i. Employee cost trend for FY 21/22, FY 22/23, FY23/24, FY24/25 and FY25/26 including employee cost budget, employee cost actuals (as at 31 December 2025 for FY 25/26), FTE Budget and FTE actuals (as at 31 December 2025 for FY 25/26) by Directorate with breakdown by Business Unit

ii. FTE and/ or a count by Directorate, with breakdown by Business Unit of:

   a. all approved established positions
   b. all vacant approved established positions
   c. all vacant approved established positions that are filled temporarily
   d. all term contracts that sit outside the approved establishment
   e. all budgeted term contracts that sit outside the approved establishment
   f. all vacant term contracts that sit outside the approved establishment
   g. contingent labour, incorporating agency staff performing the role of approved established positions, engaged over the past 12 months
   h. contingent labour currently engaged, incorporating agency staff performing the role of approved established positions

iii. The duration of vacancy for approved established positions by Directorate, with breakdown by Business Unit

iv. Expenditure on contingent labour, incorporating agency staff performing the role of approved established positions, engaged over the past 12 months by Directorate with breakdown by Business Unit

v. Benchmarking of vacancy rates with other, similar Sydney metro Councils

a. Reference to Business Unit should be replaced with Department in instances where a manager reports directly to an Executive Director.

Note: where data is unavailable by Business Unit, the report shall capture information at a Directorate level.

BACKGROUND

1. Employee costs currently account for about 54% of Council's total expenses (from continuing operations) and about 44% of Councils operating revenue.
2. Council's employee costs have grown by about 60% since financial year 2018, at a time when wage growth in Australia has been relatively low (about 3% annually).
3. Recent organisational reporting indicates that while Council is carrying a significant number of vacancies (between 10% to 17%), this has not resulted in the expected reduction in employee-related costs.
4. Organisational restructures in the last few years have resulted in over 50 positions being made redundant and the removal of two directorates and yet employee costs continue to grow above wage growth, though it is acknowledged that there has been growth in Councils services in some business unit resulting in necessary staff level increases.
5. To support informed decision-making and ensure transparency around workforce planning and financial performance, further detailed analysis is required.
6. This report will assist Council in understanding the drivers behind current expenditure trends and any operational or market challenges influencing staffing costs.
7. All information being sought is de-identified, statistical information and this notice of motion has been prepared with assistance from Council's Chief People & Culture Officer.

EXECUTIVE DIRECTOR CHIEF PEOPLE & CULTURE RESPONSE:

8. Should the motion be supported, officers will prepare a report to the Council Meeting on 28 April 2026. The report however will require the following format to ensure alignment with data from People & Culture and Finance:

   Report 1: Employee costs (year to year comparison of budgeted FTE, actual FTE, budgeted employee costs and actual employee costs, by Directorate) additional FTE table with budgeted, approved, and term contract.

   Report 2: Employee Data (approved established and vacant positions, term contracts current and vacant, and duration of vacancies.

Report 3: Contingent Labour FTE by Directorate (and Business Unit where possible) and associated costs over the last 12 months.

Report 4: Benchmarking of comparative Sydney metro councils vacancy rates.

FINANCIAL AND RESOURCE IMPLICATIONS

9. Should the motion be supported, the relevant parts of this report can be compiled and provided utilising existing resources however due to the manual intervention required relating to the historical nature and breakdown of management information requested, this is likely to have an impact on the timeliness of other activities.

Paul Willingham
Chief People & Culture Officer

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

QUESTIONS REPORTS

Questions with Notice

SUBJECT	QWN26-12 Management of Flammable Cladding at Premises in the City of Parramatta area (Cr Greenwood)
QUESTION OF	Councillor Dr Judy Greenwood

QUESTIONS WITH NOTICE

1. Is it acceptable or responsible that Council has taken so many years for to enforce replacement of flammable cladding on buildings in the Parramatta local government area?

2. Who would be held responsible if a fire started and/or spread because of flammable cladding? Is Council carrying a risk of responsibility for extensive property damage and injury or death of people?

3. How frequently does Council update its flammable clad buildings database?

4. Noting that the Victorian Government has a Cladding remediation partnership program, has Council advocated for a NSW Government program and funding to support flammable cladding replacement?

5. Has Council considered and integrated the Victorian Government's "Cladding risk mitigation framework" into Council's flammable cladding management approach?

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN RESPONSE:

1. Is it acceptable or responsible that Council has taken so many years for to enforce replacement of flammable cladding on buildings in the Parramatta local government area?

   The management of combustible cladding is a complex process that involves multiple stages, including initial identification, technical assessment by appropriately qualified experts, risk evaluation, engagement with building owners and the use of statutory enforcement powers where required, intertwined with the monetary funds available to building owners to undertake the removal and replacement of cladding. It would be unreasonable for Council to mandate immediate removal in all cases and must act in accordance with legislative

requirements, procedural fairness, and available evidence. In most of these cases, the limited monetary funds available is a reflection of the age of the buildings.

Since the introduction of the NSW Building Product Use Ban in 2018, Council officers have undertaken a systematic, risk-based approach to identifying affected buildings and progressively enforcing remediation. Timeframes can be influenced by factors outside Council's direct control, including the availability of technical reports, owner cooperation, legal challenges, funding constraints and the complexity of remediation works.

Council officers consider that the current approach has been responsible, proportionate and consistent with Council's statutory obligations, with priority given to buildings assessed as posing the highest risk to life and safety.

2. Who would be held responsible if a fire started and/or spread because of flammable cladding? Is Council carrying a risk of responsibility for extensive property damage and injury or death of people?

Responsibility for the safety and compliance of a building primarily rests with the building owner, and where relevant, developers and builders depending on the circumstances and the applicable legislation at the time of construction. Council's role is that of a regulator. Council does not own, construct or maintain private buildings, nor does it install or select building products. Council exercises its regulatory functions by identifying potential risks, requiring investigations, and issuing statutory orders where appropriate to ensure adequate fire safety.

As with all regulatory authorities, Council manages its responsibilities through lawful decision-making, risk-based prioritisation and adherence to statutory powers. Council does not assume liability for private building defects by undertaking its regulatory role. Matters of liability for property damage, injury or loss of life would ultimately be determined by the courts based on the specific facts and legal responsibilities of the parties involved.

3. How frequently does Council update its flammable clad buildings database?

Council's combustible cladding register is maintained as a live regulatory dataset and is therefore updated on an ongoing basis. Updates occur when new information becomes available, including the outcomes of inspections, receipt of technical assessment reports, commencement or completion of remediation works, changes in building status, or the resolution of enforcement actions. The register reflects the dynamic nature of investigations and remediation processes rather than a fixed periodic update cycle.

4. Noting that the Victorian Government has a Cladding remediation partnership program, has Council advocated for a NSW Government program and funding to support flammable cladding replacement?

The NSW Government has established Project Remediate, a state-led program designed to support the assessment and remediation of combustible cladding on

eligible residential apartment buildings. Project Remediate is administered by the NSW Government and provides participating owners corporation with access to coordinated project management services and financial arrangements to facilitate cladding removal and replacement. Participation in the program is voluntary and subject to eligibility criteria determined by the NSW Government.

Council has actively engaged with Project Remediate and other NSW Government agencies in relation to affected buildings within the Parramatta Local Government Area and continues to cooperate with state-based initiatives aimed at improving fire safety outcomes. Advocacy for funding models, program design and eligibility settings is primarily the responsibility of the NSW Government. However, Council supports programs such as Project Remediate that assist building owners to address unsafe cladding in a structured and timely manner.

5. Has Council considered and integrated the Victorian Government's "Cladding risk mitigation framework" into Council's flammable cladding management approach?

Council's management of combustible cladding is guided by NSW legislation, regulatory framework and state-led programs, including Project Remediate. Project Remediate incorporates a risk-based approach to combustible cladding remediation, including building eligibility assessment, prioritisation based on life safety risk, and the use of qualified experts to inform remediation pathways. Council's regulatory approach aligns with these principles and focuses on prioritising higher-risk buildings, requiring expert assessment, and using statutory enforcement powers where necessary.

While Council officers consider best practice approaches adopted in other jurisdictions, the formal adoption of interstate frameworks must be consistent with NSW legislation and policy settings. Council's existing approach, together with engagement in Project Remediate, reflects a risk-based and proportionate framework appropriate to the NSW regulatory environment.

Jennifer Concato
Executive Director City Planning and Design

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

SUBJECT QWN26-13 Street Sweeping (Cr Darley)

QUESTION OF Councillor Kellie Darley

QUESTIONS WITH NOTICE

Please provide the following information (in the table below) regarding Council's delivery of street sweeping across our City and the associated on metrics:

STREET SWEEPING	FY26	FY25	FY24	FY23
Service Level Agreement - CBD	Daily			
Service Level Agreement - Outside CBD	Main Centres - Mon-Sat Residential streets - 10-week cycle^			
KPI Target	85%	85%	≥90%	Improve on same quarter previous year
KPI Actual				
Q1	91%	80%	99%	80%
Q2	92%	82%	100%	95%
Q3	-	61%	95%	99%
Q4	-	57%	94%	100%
Annual average	-	70%	97%	94%
Operating Expenditure Budget	The cost of street sweeping is included in the overall budget for cleaning services. The accuracy of the report would require significant resources, however street sweeping was estimated to cost about $3.7m in the FY24 budget.			
Operating Expenditure Actuals				
FTE positions Budgeted	8	8	8	6
FTE positions Actuals	8	8	6	5
Number of Service Requests received about street sweeping	326	524	397	700
Tonnage removed from Gross Pollutant Traps (GPT)	21	143	172	58 *

^frequency may increase due to seasonal factors and operational requirements, subject to resourcing
*lower than average rainfall period

EXECUTIVE DIRECTOR CITY SERVICES & PROJECTS RESPONSE:

The requested information is provided in the table above.

James Smallson
Acting Executive Director City Services & Projects

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Nil

Questions Taken on Notice

REPORT NAME	QON26-3 Questions Taken on Notice at the Ordinary Council Meeting held on 23 February 2026
REPORT OF	Coordinator Secretariat Services

QUESTIONS TAKEN ON NOTICE

Councillor Jeffrey asked questions on **OCM26-19 Post Exhibition - Finalisation of All-Electric Building Controls**

1. On page 300 of the report, it says that there are 58 responses for option one and that that represents 42% of overall responses. It also says that option 2 got 57 responses but represents 45% of overall responses. Could I get some clarification?
2. Is the company Ausgrid a resident of City of Parramatta?
3. Why are we getting responses from people in Merrylands then?
4. Did we kind of do anything to verify the the 135 responses to confirm which ones were actually residents or did people just self select?

EXECUTIVE DIRECTOR CITY PLANNING & DESIGN RESPONSE:

1. On page 300 of the report, it says that there are 58 responses for option one and that that represents 42% of overall responses. It also says that option 2 got 57 responses but represents 45% of overall responses. Could I get some clarification?

   This was a typographical error - the total number of supporters for Option 2 should have read 61 not 57. The percentages across the options are based on the correct figures and are therefore correct.

2. Is the company Ausgrid a resident of City of Parramatta?

   Ausgrid was identified as an industry stakeholder as it operates and maintains energy network infrastructure in the eastern parts of the LGA. A map of the areas they service can be found here - Power Line Clearance | City of Parramatta.

3. Why are we getting responses from people in Merrylands then?

   There is a small part of Merrylands that does fall within the Parramatta LGA. Regardless, Council does not restrict participation to residents within the LGA and encourages participation from anyone that lives, plays, works, visits, studies or owns property in the Parramatta LGA.

4. Did we kind of do anything to verify the the 135 responses to confirm which ones were actually residents or did people just self select?

   No, Council officers do not usually verify the location of respondents in exhibition/notification processes.

Councillor Pandey asked a question on **OCM26-16 Status of Outstanding Council Resolutions (As at 31 December 2025)**

- In the table within the report what does the 89.33% represent?

GROUP MANAGER OFFICE OF THE LORD MAYOR & CEO RESPONSE:

As at 31 December 2025, Council had 225 Outstanding Resolutions of which 201 were resolutions that came from 2025. 89.33% is the percentage of those resolutions (201) that were outstanding from the total number of resolutions (225). **201/225 x 100 = 89.33%**

Councillor Ellard asked a question on **NOM26-7 Internal Audit Function**

- In relation to the quote for the review have we estimated about, how many hours that would take and is that an appropriate quote?OR

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

The indicative cost provided to Councillors has been informed by Council's recent experience engaging external providers for comparable internal audit reviews. Based on that experience, the scope and complexity of the proposed review is anticipated to be broadly consistent with prior engagements of this nature.

As is standard practice, Council will obtain a formal and detailed quote from the selected external provider before any work commences. This will ensure that the final cost is appropriate, transparent, and aligned with the agreed scope of work.

Councillor Pandey asked a question on **NOM Data Breach**

- Could you confirm if we have a cybersecurity policy around any incidents of hacking, any incidents of other kinds of breaches.

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

Council has an established Cyber and Information Security Policy that sets out how cyber security risks are managed across the organisation. This policy is supported by a Cyber Incident Response Plan, which outlines Council's approach to identifying, managing, and responding to cyber security incidents, including hacking or other data breaches.

Together, these frameworks ensure Council has a structured and coordinated response to cyber incidents, consistent with better practice risk management and governance expectations.

Councillor Pandey asked a question on **CON26-3 ITT 370 External Legal Panel Tender**.

EXECUTIVE DIRECTOR CORPORATE & PROPERTY SERVICES RESPONSE:

(If asked in closed session)
Refer to the Confidential Attachment for the question/s and officer response.

Heidi Wenham
Acting Group Manager Office of the Lord Mayor and CEO

George Bounassif
Acting Chief Executive Officer

ATTACHMENTS:

Attachments to this report are confidential in accordance with section 10A (2) (c) of the Local Government Act 1993 as the report contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business

That in accordance with Section 10D it is considered that if the matter were discussed in an open Council Meeting, it would on balance, be contrary to the public interest as its

information that would if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

1. CONFIDENTIAL REDACTED - CONFIDENTIAL ATTACHMENT QON - 23 February 2026 [**14.2.1.1** - 1 page]

Councillor Questions on Matters Published in the Business Paper

Councillors can request information from the CEO about meeting matters as long as the information is publicly available and the request doesn't involve discussion. If a Councillor needs clarification about something in a published business paper, they can submit a written question. All submitted questions and consolidated responses will be in a supplementary business paper issued before the meeting begins.

CLOSED SESSION
CONSIDERATION OF RECOMMENDATIONS FROM CLOSED SESSION

CONCLUSION OF MEETING