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Part 1 - Policy Framework

1.1 Name of this policy

This Policy is known as the *Waverley Council Interim Voluntary Planning Agreement Policy 2013* (“**Interim Policy**”). It sets out Waverley Council’s policy and procedures relating to planning agreements under the *Environmental Planning and Assessment Act 1979*.

1.2 Application of the policy and commencement

This Policy applies to development applications lodged pursuant to *Waverley Local Environmental Plan 2012* (“WLEP 2012”) and applications seeking a change to WLEP 2012 for land and development within the local government area of Waverley Council (“Council”) with particular application to the Bondi Junction Precinct and Bondi Beach Precinct Areas. Although Council will consider entering planning agreements in other parts of its local government area it is anticipated that most, if not all, planning agreements will relate to development in Bondi Junction Precinct and Bondi Beach Precinct Areas.

This Interim Policy was adopted by resolution of the Council on 18 June 2013. The Interim Policy is effective from 19 June 2013.

1.3 Objectives of this Interim Policy

The objectives of this Interim Policy are:

- (a) to establish a fair, transparent and accountable framework governing the use of planning agreements by the Council;
- (b) to explore the range and extent of development contributions made by development towards public facilities and other public benefits in the Council’s area;
- (c) to set out the Council’s specific policies and procedures relating to the use of planning agreements within the Council’s area;
- (d) to give all stakeholders in development greater involvement in determining the type, standard and location of public facilities and other public benefits; and
- (e) to facilitate public participation and to allow the community to gain an understanding of the benefits of appropriate planning agreements for the provision of public benefits.
- (f) to enhance the understanding within Council’s area as to possibilities for development and associated public benefits and planning benefits facilitated by planning agreements in the Bondi Junction Precinct Area and Bondi Beach Precinct Area.

1.4 What does the Interim Policy set out?

This Policy sets out the Council’s approach to the use of planning agreements through negotiation when considering development applications and applications for a change to WLEP 2012 in the Waverley area. Council is guided by the policy approach set out in the Department of Planning’s Practice Note titled *Planning*

Agreements (19 July 2005) (“the Practice Note”) although it should be noted Council is not bound to follow the Practice Note.

In particular, this Interim Policy sets out

- timing considerations in respect to planning agreements and procedures for negotiating and entering into planning agreements,
- the circumstances in which the Council may consider entering into a planning agreement,
- the matters ordinarily covered by a planning agreement, the form of development contributions which may be sought under a planning agreement. Unless otherwise agreed in a particular case, development contributions will be valued or calculated as set out in 5.12 and 5.13 on page 16.
- examples of the kinds of public benefits which may be sought and, in relation to each kind of benefit, whether it involves a planning benefit,
- the method for determining the value of public benefits. whether money paid under different planning agreements is to be pooled and progressively applied towards the provision of public benefits to which the different agreements relate,
- when, how and where public benefits may be provided with particular reference to the Bondi Junction Precinct Area and Bondi Beach Precinct Area,
- probity measures, and
- the Council’s policies on other matters relating to planning agreements, such as their review and modification, the discharging of the developer’s obligations under agreements, the circumstances, if any, in which refunds may be given, dispute resolution and enforcement mechanisms, and the payment of costs relating to the preparation, negotiation, execution, monitoring and other administration of agreements.

1.5 Statutory Framework

The current legal and procedural framework for planning agreements is set in Subdivision 2 of Division 6 of the *Environmental Planning and Assessment Act 1979*. Council is also bound by the provisions of Division 1A of Part 4 of the *Environmental Planning and Assessment Regulation 2000*.

Section 93F sets out the circumstances under which a planning agreement may be entered into. It provides a planning agreement may be made between a planning authority (or two or more planning authorities) and a person (developer):

- a) who has sought a change to an environment planning instrument (such as a rezoning application); or
- b) who has made or proposes to make a development application; or
- c) who has entered into an agreement with or is otherwise associated with a person in one of the above two categories.

1.6 What are the mandatory requirements of a planning agreement?

Section 93F(3) of the Act requires planning agreements to include provisions specifying:

- (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) in the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 94 or 94A to the development,
- (e) if the agreement does not exclude the application of section 94 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 94,
- (f) a mechanism for the resolution of disputes under the agreement,
- (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

The Act does not preclude a planning agreement containing other provisions that may be necessary or desirable in particular cases, except as provided by law. However, Council has prepared a template agreement that will form the basis for a planning agreement and this may be used as the basis for any agreement. This is attached as Appendix 1.

Clause 25E(1) of the Regulation requires that an explanatory note must accompany a planning agreement that:

- summarises the objectives, nature and effect of the proposed agreement, amendment or revocation, and
- contains an assessment of the merits of the proposed agreement, amendment or revocation, including the impact (positive or negative) on the public or any relevant section of the public.

1.7 Guiding Principles

The Practice Note sets out guidelines and safeguards in the application of planning agreements. These include determining the planning agreements acceptability and reasonableness. As such attention will be directed towards:

- proper or legitimate planning purposes, ordinarily ascertainable from the statutory planning controls and other adopted planning policies applying to development,

- providing for public benefits that bear a relationship to development that are not wholly unrelated to the development and are located in the precinct area in which the development is located.
- producing outcomes that meet the general values and expectations of the public and protect the overall public interest,
- providing for a reasonable means of achieving the relevant purposes and outcomes and securing the benefits, and
- protecting the community against planning harm.

Offers by developers to enter into planning agreements and subsequent negotiations associated with applications should take place as early as possible in the application process.

Generally the planning agreement should be negotiated and documented before lodgment of a development application so as to ensure a practical outcome for public notification (see 3.2 and Part 4).

In addition, by way of safeguard, Council will seek to ensure probity of its processes involving planning agreements by ensuring applications involving planning agreements which involve Council land, or development applications made by or on behalf of Council, are independently assessed by an external planning consultant.

1.8 Terms and definitions used in this policy

In this Policy, the following terminology is used:

Act means the *Environmental Planning and Assessment Act 1979*.

Bondi Beach Precinct Area means the area shown in the attached map at Appendix 3.

Bondi Junction Precinct Area means the area shown in the attached map at Appendix 3.

Council means Waverley Council.

developer is a person who has sought a change to an environmental planning instrument (which includes the making, amendment or repeal of an instrument (s93F(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 contribution means the kind of 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.

explanatory note means a written statement that provides details of the objectives, nature, effect and merits of a planning agreement, or an amendment to or revocation of a planning agreement.

instrument change means a change to an environmental planning instrument to facilitate a development the subject of a planning agreement.

planning benefit means a development contribution that confers a net public benefit.

public facilities means public infrastructure, facilities, amenities and services.

planning obligation means an obligation imposed by a planning agreement on a developer requiring the developer to make a development contribution.

Practice Note means the *Practice Note on Planning Agreements* published by the former Department of Infrastructure Planning and Natural Resources (July 2005).

public includes a section of the public.

public benefit is the benefit enjoyed by the public as a consequence of a development contribution.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

WLEP 2012 means the *Waverley Local Environmental Plan 2012*

Part 2 - Principles for Planning Agreements

2.1 Purposes of planning agreements

Section 93F(1) of the Act provides that a planning agreement is a voluntary agreement or other arrangement between one or more planning authorities and a developer under which the developer agrees to make development contributions towards a public purpose.

The Council's approach to the negotiation of planning agreements is based on the planning purpose of furthering the Council's planning vision for the area as set out in the Waverley Strategic Plan and housing strategies (as amended from time to time). It is also informed by the mission and values of the Corporate Plan. The Bondi Junction Precinct Area and Bondi Beach Precinct Area in particular are the subject of a number of policies and plans aimed at upgrading public facilities, including infrastructure upgrading, improving and maintaining public areas including paths, footpaths and landscaping within the Precincts (refer to Appendix 4) . When negotiating planning obligations the Council will adopt a flexible approach, generally taking into account Council vision and mission statement, the Strategic Plan's general priorities set out in the programs to that Plan, the site circumstances and also the obligation preferences of the developer.

Within the Bondi Junction Precinct Area and Bondi Beach Precinct Area (identified in maps at Appendix 3) as an incentive towards the provision of development contributions to be applied towards public benefits and planning benefits, Council may consider, subject to its statutory obligations and other matters set out in this Interim Policy or any other relevant Council policies, plans or procedures:

- a) applications for development up to an additional area of 15% of maximum gross floor area permitted under clause 4.4 of WLEP 2012.

Notwithstanding a) above Council will consider each proposed planning agreement on a case by case basis. In circumstances where significant variation of applicable development standards is proposed consideration should be given to the preparation of a planning proposal to amend WLEP2012.

The Council may negotiate a planning agreement with a developer in connection with any proposed application by the developer for an instrument change (eg rezoning application) or for development consent relating to any land in the Council's area. The Council may also negotiate a planning agreement in association with another Council or another authority where relevant. The negotiation of a planning agreement is at the absolute discretion of the Council.

Council will not enter a planning agreement unless it is satisfied that the proposed development is acceptable on planning grounds having regard to the general heads of consideration set out in Section 79C of the Act. Development that is unacceptable on planning grounds will not be given consent because of benefits offered by a developer. It is noted that any exceptions to relevant

development standards will be assessed in accordance with the provisions set out in cl.4.6 of WLEP 2012.

2.2 Principles underlying the use of planning agreements

The Council's use of planning agreements will be governed by the following principles:

- (a) Planning decisions will not be bought or sold through planning agreements.
- (b) The Council will not allow planning agreements to improperly fetter the exercise of its functions under the act, regulation or any other act or law.
- (c) The Council will not use planning agreements for any purpose other than a proper planning purpose.
- (d) Development that is unacceptable on planning grounds will not be permitted because of planning benefits offered by developers that do not make the development acceptable in planning terms.
- (e) The Council will not seek benefits under a planning agreement that are wholly unrelated to particular development. Development contributions obtained from planning agreements relating to development in the Bondi Junction Precinct Area will be applied in the Bondi Junction Precinct Area and development contributions obtained from planning agreements relating to developments on the Bondi Beach Precinct Area will be applied in the Bondi Beach Precinct Area.
- (f) The Council will not take into consideration planning agreements that are wholly unrelated to an application, nor will the Council give undue weight to a planning agreement.
- (g) The Council will not allow the interests of individuals or interest groups to outweigh the public interest when considering a proposed planning agreement.
- (h) The Council will not improperly rely on its position in order to extract unreasonable public benefits from developers under planning agreements.

2.3 What matters will the Council consider?

The matters that the Council may consider in any such negotiation may include, but not be limited to, the following:

- (a) Whether the planning agreement(s) meets the demands created by the development for new public infrastructure, amenities and services.
- (b) If inclusions in the development meet specific planning objectives of the Council.
- (c) If compensation is required 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.
- (d) Rectification of an existing deficiency in the existing provision of public facilities in the Council's area is made.
- (e) Whether recurrent funding of public facilities is required or provided.
- (f) The extent to which the Council needs to monitor the planning impacts of development.

- (g) Whether planning benefits for the wider community accrue from the planning agreement.

In respect to the Bondi Junction Precinct Area and Bondi Beach Precinct Area the extent to which the development may result in a public benefit and or planning benefit in terms of the public works contemplated in various Council policies and plans for the Bondi Junction Precinct Area and Bondi Beach Precinct Area or as set out in Appendix 4.

The most important factor in deciding what planning obligations might be required is likely to be the size of the development but other factors such as the location or type of development may be relevant. These will establish core information such as likely increases in population and demand for particular public services.

This information will help the Council to determine the application and to prepare the planning agreement.

2.4 What will Council require to be provided under planning agreements?

Existing growth levels place strain on existing infrastructure which cannot be met by s94A contributions and Council has identified a range of infrastructure which either requires substantial upgrade or provision. The programs identified in Appendix 4 address these infrastructure requirements with respect to the Bondi Junction and Bondi Beach Precinct Areas.

Appendix 4 provides an outline of the potential works to which development contributions could be applied. It is also recognised that development contributions that facilitate works in addition to the works listed in Appendix 4 may be appropriate because negotiations for each proposed development will reflect the circumstances of each case and the needs created by the scale of proposed change.

Consequently, Appendix 4 does not prevent development contributions being negotiated on a case by case basis, particularly where planning benefits are also involved.

2.5 Recurrent charges

The Council may request developers, through a planning agreement, to make development contributions towards the recurrent costs of public facilities. Where the public facility 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 facility 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.

2.6 Pooling of development contributions

Where a proposed planning agreement provides for a monetary contribution by the developer, the Council may seek to include a provision permitting money paid under the agreement to be pooled with money paid under other planning agreements and applied progressively for the different purposes under those agreements.

Pooling may be appropriate to allow public benefits, particularly essential infrastructure, to be provided in a fair and equitable way.

2.7 Do other development contributions apply?

Generally the Council will not enter a planning agreement that excludes the application of s94 or s94A of the Act to development to which the agreement relates. This, however, is a matter for negotiation between the Council and a developer having regard to the particular circumstances of the case.

However, where the application of s94 of the Act to development is not excluded by a planning agreement, the Council will generally not agree to a provision allowing benefits under the agreement to be taken into consideration in determining a development contribution under section 94.

Part 3 - Negotiation Procedures and Probity

3.1 Introduction

The Council's negotiation system 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 applications for instrument changes or development applications so as not to unduly delay the approval.

Where possible Council will publically notify a planning agreement in the same manner and at the same time as the application for the instrument change or the development application to which it relates.

Council's preference is therefore to have the planning agreement negotiated and documented before it is publicly notified as required by the Act and Regulation. It is also preferable that a planning agreement is negotiated before lodgement of the relevant application and that it accompanies the application on lodgement.

3.2 Steps in the negotiation process

The negotiation of a planning agreement will generally involve the following key steps which are outlined in schematic form on the diagram overleaf:

1. Prior to the lodgement of the relevant application by the developer, the Council and Developer (and any other relevant person) will decide whether to negotiate a planning agreement. The initial point of contact to discuss a voluntary planning agreement with Council will be the Director of Planning and Environmental Services.
2. The parties will decide whether to appoint an independent person to facilitate or otherwise participate in the negotiations or aspects of it, and appoint such person.
3. A timetable for negotiations and the protocols and work practices governing their negotiations will be agreed between the parties.
4. The key issues for negotiation will be identified by the parties, and the negotiations over these issues will take place.
5. If agreement is reached, the developer (and any other relevant party) will prepare the proposed planning agreement including the explanatory statement, and provide a copy of it to the Council.
6. The parties may undertake further negotiation on the specific terms of the proposed planning agreement as necessary.
7. Once agreement is reached on the terms of the proposed planning agreement, the developer may then make the relevant application to the Council accompanied either by a copy of the proposed agreement or by an offer to enter into such an agreement with specifics of the agreement set out in detail.
8. The Council will publicly exhibit the application and planning agreement in accordance with the Act. The Council may approve the application and set out the conditions for the agreement or, if an agreement has been executed, set out in the consent the terms of the agreement.

The parties may be required to undertake further negotiations and, hence, a number of the above mentioned steps mentioned may need to be repeated as a result of the public notification process or its formal consideration by the Council in connection with the relevant application. For further information please see the flow chart set out in Appendix 5.

Note that all costs associated with the negotiation of a planning agreement, such as the appointment of an independent person, are to be borne by the developer.

It is also noted that where the value of the development exceeds \$20 million the development application will be dealt with by the independent Joint Regional Planning Panel.

3.3 Probity

Public probity is important to Waverley Council and it will ensure that the negotiation of any planning agreements is fair, transparent and is directed at achieving public benefits in an appropriate manner free of corruption.

In this regard, Council will:

- Inform any applicant about Council values and business ethics – specifically, about ethical behaviour appropriate to business dealings. A copy of Council's Ethics Policy is attached at Appendix 6.
- Ensure that its communities understand the system and the Council's role – specifically, how the planning agreements system operates and how Council will deal with developments objectively.
- Notify planning agreements to ensure they are open and transparent – specifically, achieving maximum public awareness of the matters contained in a planning agreement(s) and the potential benefits of an agreement.
- Ensure appropriate delegations and separation of responsibilities in considering development applications that involve planning agreements – specifically, the need to ensure processes adequately address the level of risk of corruption of a process while at the same time being appropriate to the likely level of risk.
- Ensure that modifications to approved development should be subject to the same scrutiny as the original development application.
- Ensure that Councillors and Council staff understand their varied roles, some of which have potential to conflict.
- Take every step to ensure that conflicts of interest are ameliorated to the greatest extent possible – specifically, independent assessment by third parties where Council has an interest and not entering into any contractual arrangement which purport to guarantee outcomes that are subject to separate regulatory processes.

Apart from the above procedures, further procedures that will be implemented to address these matters may also include, but not be limited by, the following procedures:

- (a) The Councilors will not be involved in the face to face negotiation of the agreement but will ultimately approve the planning agreement as part of their duties as Councilors.
- (b) A Council officer with appropriate delegated authority will negotiate a planning agreement on behalf of the Council in accordance with this Policy.
- (c) The Council will, in all cases, ensure that Council staff with key responsibility for providing advice on approvals, approving applications or ensuring compliance, do not have a role in the assessment of the commercial aspects of the agreement nor on the conditions of the planning agreement except where advice is required on matters relating to the conditions of consent for a particular proposal.
- (d) The Council may involve an independent person(s) to facilitate or otherwise participate in the negotiations or aspects of it, particularly where this will lead to a better planning outcome.
- (e) The Council will ensure that all negotiations with a developer and their consultants are sufficiently separated and documented.
- (f) Where the Council has a commercial stake in development the subject of an agreement, it will take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its commercial interest in the development.

Part 4 - Notification and Exhibition

4.1 Public notification of planning agreements

In accordance with the Act, a planning agreement must be publicly notified and available for public inspection for a minimum period of 28 days. The Council may decide to notify a planning agreement for a longer period or shorter period as permitted by the Act.

The Council will also notify the application to which a planning agreement relates in accordance with the Act.

4.2 Re-notification

The Council may publicly re-notify and make available for public inspection a proposed planning agreement and the application to which it relates if, in the Council's opinion, a material change is made to the terms of the agreement or the application after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification and inspection of the agreement or the application, or their formal consideration by the Council, or for any other reason.

4.3 Public comment on planning agreements

The Council encourages the public to make submissions on planning agreements. This will allow the Council to better understand local needs and permit fine tuning of the planning obligations set out in any planning agreement.

Public submissions to proposed planning agreement notifications will be assessed by the Council when it considers whether it should enter the proposed planning agreement.

Part 5 - Implementation and Conditions

5.1 Preparation of the planning agreement

The Council will prepare a planning agreement relating to a particular application for an instrument change or development application. The Council uses a standard form of planning agreement on which every planning agreement is based which reflects the policies and procedures set out in this document (refer Appendix 1). This planning agreement will include an explanatory note (refer Appendix 2).

The Council will require a planning agreement to make provision for payment by the developer of the Council's costs of and incidental to negotiating, preparing and entering into the agreement as well as administering and enforcing the agreement.

5.2 When is a planning agreement required to be entered into?

A planning agreement is entered into when it is signed by all of the parties. The Council will usually require a planning agreement to be entered into as a condition of granting development consent to the development to which the agreement relates. However, a planning agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation.

5.3 When will planning obligations arise?

The Council will generally require a planning agreement to provide that the developer's obligations under the agreement take effect when the first development consent operates in respect of development that is the subject of the agreement.

5.4 Implementation agreements

The council may require an implementation agreement that provides for matters such as:

- (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 handed over to the council.
- (d) The manner in which a material public benefit is to be made available for its public purpose in accordance with the planning agreement.

5.5 Monitoring and review of a planning agreement

The Council will continuously monitor the performance of the developer's obligations under a planning agreement and report them in accordance with the Act.

5.6 Modification or discharge of obligations

The 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
- (c) The development consent to which the agreement relates has been modified to such an extent that the planning obligations may not be appropriate, or
- (d) The performance of the planning agreement has been frustrated by an event or events beyond the reasonable control of the parties, or
- (e) The developer has fully and completely assigned the developer's interest under the agreement in accordance with its terms, or
- (f) Other material changes affecting the operation of the planning agreement have occurred, or
- (g) The council and the developer otherwise agree to the modification or discharge of the agreement.

Such a provision will require the modification or revocation of the planning agreement in accordance with the Act and Regulation.

5.7 Assignment and dealings by the developer

The Council will not permit the assignment of any or all of the developer's rights or obligations under the agreement, nor will the Council permit 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 the Council, first procured the execution by the person with whom it is dealing of all necessary documents in favour of the Council by which that person agrees to be bound by the agreement as if they were a party to the original agreement, and
- (b) 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, and
- (c) The party is not in breach of this Agreement.

This does not affect the operation of any of other requirements of the agreement.

5.8 Provision of security under a planning agreement

The Council will generally require a planning agreement to make provision for security to cover the developer's obligations under the agreement. The form of security will generally be an unconditional bank guarantee from an Australian Bank in favour of the Council to the full value of the developer's obligations under the Agreement and on terms otherwise acceptable to the Council.

5.9 Registration of planning agreements

The Council may require a planning agreement to contain a provision requiring the developer to agree to registration of the agreement pursuant to s93H of the Act if the requirements of that section are satisfied.

5.10 Dispute resolution

The Council will require a planning agreement to provide for mediation of disputes between the parties to the agreement before the parties may exercise any other legal rights in relation to the dispute.

5.11 Methodology for valuing public benefits under a planning agreement

Unless otherwise agreed in a particular case, public benefits will be valued as follows:

5.11.1 Provision of land for a public purpose

Where the benefit under a planning agreement is the provision of land for a public purpose, the value of the benefit will be determined by an independent valuer who is experienced in valuing land 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 in carrying out such a valuation will be borne by the developer.

5.11.2 Carrying out of works for a public purpose

Where the benefit under a planning agreement is the carrying out of works for a public purpose, the value of the benefit will be determined by an independent quantity surveyor (who is acceptable to Council), on the basis of the estimated value of the completed works being determined using the method that would ordinarily be adopted by a quantity surveyor. Council will prepare the scope of work for the independent quantity surveyor. All costs of the independent quantity surveyor in carrying out the work will be borne by the developer.

5.11.3 Other public benefit

Where the benefit under a planning agreement is the provision of public benefit other than under 5.12.1 or 5.12.2, Council and the Developer will negotiate the manner in which the benefit is to be valued for the purposes of the agreement.

5.12 How will the Council seek to determine the amount of Monetary Contribution that may be payable for Developments with FSR above clause 4.4 of WLEP (the WLEP Provisions)

The Council and the Developer will negotiate in this regard. Generally the value of 50% of the increase in net value to the development arising from an increase in FSR beyond WLEP 2012 provisions in clause 4.4 may be considered an appropriate contribution. The value of the benefit will be determined by an independent valuer who is experienced in valuing land in New South Wales (and who is acceptable to Council). All costs of the independent valuer in carrying out such a valuation will be borne by the Developer. The methodology used to determine net value will generally be calculated by determining the gross sale value of the proposed additional lots less the costs of construction.

APPENDIX 1 (Clause 1.6) Planning Agreement Template

PLANNING AGREEMENT No. ##### of 201X

Section 93F of the *Environmental Planning and Assessment Act 1979*

Parties

Waverley Council of New South Wales (**Council**)

and

of ##, New South Wales (**Developer**).

Background

(For Development Applications)

- A. On, ##, the Developer made a Development Application to the Council for Development Consent to carry out the Development on the Land.
- B. That Development Application was accompanied by an offer by the Developer to enter into this Agreement to make Development Contributions towards the Public Facilities if that Development consent was granted.

(For Changes to Environmental Planning Instruments)

- A. On, ##, the Developer made an application to the Council for the Instrument Change for the purpose of making a Development Application to the Council for Development Consent to carry out the Development on the Land.
- B. The Instrument Change application was accompanied by an offer by the Developer to enter into this Agreement to make Development Contributions towards the Public Facilities that Development Consent was granted.
- C. The Instrument Change was published in NSW Government Gazette No. ## on ## and took effect on ##.
- D. On, ##, the Developer made a Development Application to the Council for Development Consent to carry out the Development on the Land.

Operative provisions

1 Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

2 Application of this Agreement

[**Note:** Specify the land to which the Agreement applies and the development to which it applies].

3 Operation of this Agreement

[**Note:** Specify when the Agreement takes effect and when the Parties must execute the Agreement].

4 Definitions and interpretation

4.1 In this Agreement the following definitions apply:

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

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

Development means ##.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

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

GST has the same meaning as in the GST Law.

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

Instrument Change means ## Local Environmental Plan ##.

Land means Lot ## DP ##, known as ##.

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

Public Facilities means ##.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

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

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

(b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

(c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.

(d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

(e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or reenactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

(f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.

(g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

(h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

(i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

(j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

(k) References to the word 'include' or 'including' are to be construed without limitation.

(l) A reference to this Agreement includes the agreement recorded in this Agreement.

(m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.

(n) Any schedules and attachments form part of this Agreement.

5 Development Contributions to be made under this Agreement

[**Note:** Specify the development contributions to be made under the agreement; when they are to be made; and the manner in which they are to be made].

6 Application of the Development Contributions

[**Note:** Specify the times at which, the manner in which and the public purposes for which development contributions are to be applied].

7 Application of s94 and s94A of the Act to the Development

[**Note:** Specify whether and to what extent s94 and s94A apply to development the subject of this Agreement].

8 Registration of this Agreement

[**Note:** Specify whether the Agreement is to be registered as provided for in s93H of the Act].

9 Review of this Agreement

[**Note:** Specify whether, and in what circumstances, the Agreement can or will be reviewed and how the process and implementation of the review is to occur].

10 Dispute Resolution

[**Note:** Specify an appropriate dispute resolution process].

11 Enforcement

[**Note:** Specify the means of enforcing the Agreement].

12 Notices

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

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

Council

Attention: ##

Address: ##

Fax Number: ##

Email: ##

Developer

Attention: ##

Address: ##

Fax Number: ##

Email: ##

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

13 Approvals and consent

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

14 Assignment and Dealings

[**Note:** Specify any restrictions on the Developer's dealings in the land to which the Agreement applies and the period during which those restrictions apply].

15 Costs

[**Note:** Specify how the costs of negotiating, preparing, executing, stamping and registering the Agreement are to be borne by the Parties]

16 Entire agreement

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

17 Further acts

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

18 Governing law and jurisdiction

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

19 Joint and individual liability and benefits

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

20 No fetter

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

21 Representations and warranties

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

22 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.

23 Modification

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

24 Waiver

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 waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25 GST

If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.

Schedule 1 to Planning Agreement No #####

The Land

[To be completed– include schedule]

Schedule 2 to Planning Agreement No #####

The Public Works

[To be completed]

| Item No. | Public Work | Stage | Estimated Value |
|----------|-------------|-------|-----------------|
| 1. | XXXX | XXXX | XXXX |
| 2. | XXXX | XXXX | XXXX |
| 3. | XXXX | XXXX | XXXX |
| 4. | XXXX | XXXX | XXXX |
| 5. | XXXX | XXXX | XXXX |
| 6. | XXXX | XXXX | XXXX |
| 7. | XXXX | XXXX | XXXX |
| 8. | XXXX | XXXX | XXXX |
| 9. | XXXX | XXXX | XXXX |

Schedule 3 to Planning Agreement No #####

Law Society of NSW – Mediation Rules

[To be included]

Execution of Planning Agreement No. XXXXX of 201X

Dated: ##

Executed as an Agreement:

On behalf of the Council:

The Seal of Waverley Council was affixed in accordance with a resolution passed at a duly convened meeting held on ## in the presence of:

General Manager

Mayor

On behalf of [Developer]: XXXX

APPENDIX 2

Explanatory Note Template

Explanatory Note

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

[**Note:** To be completed upon finalisation of Planning Agreement]

Draft Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

1 Parties

Waverley Council

(Developer)

2 Description of Subject Land

3 Description of Proposed Change to Environmental Planning Instrument/Development Application

4 Summary of Objectives, Nature and Effect of the Draft Planning Agreement

5 Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

How the Draft Planning Agreement Promotes the Objects of the *Environmental Planning and Assessment Act 1979*

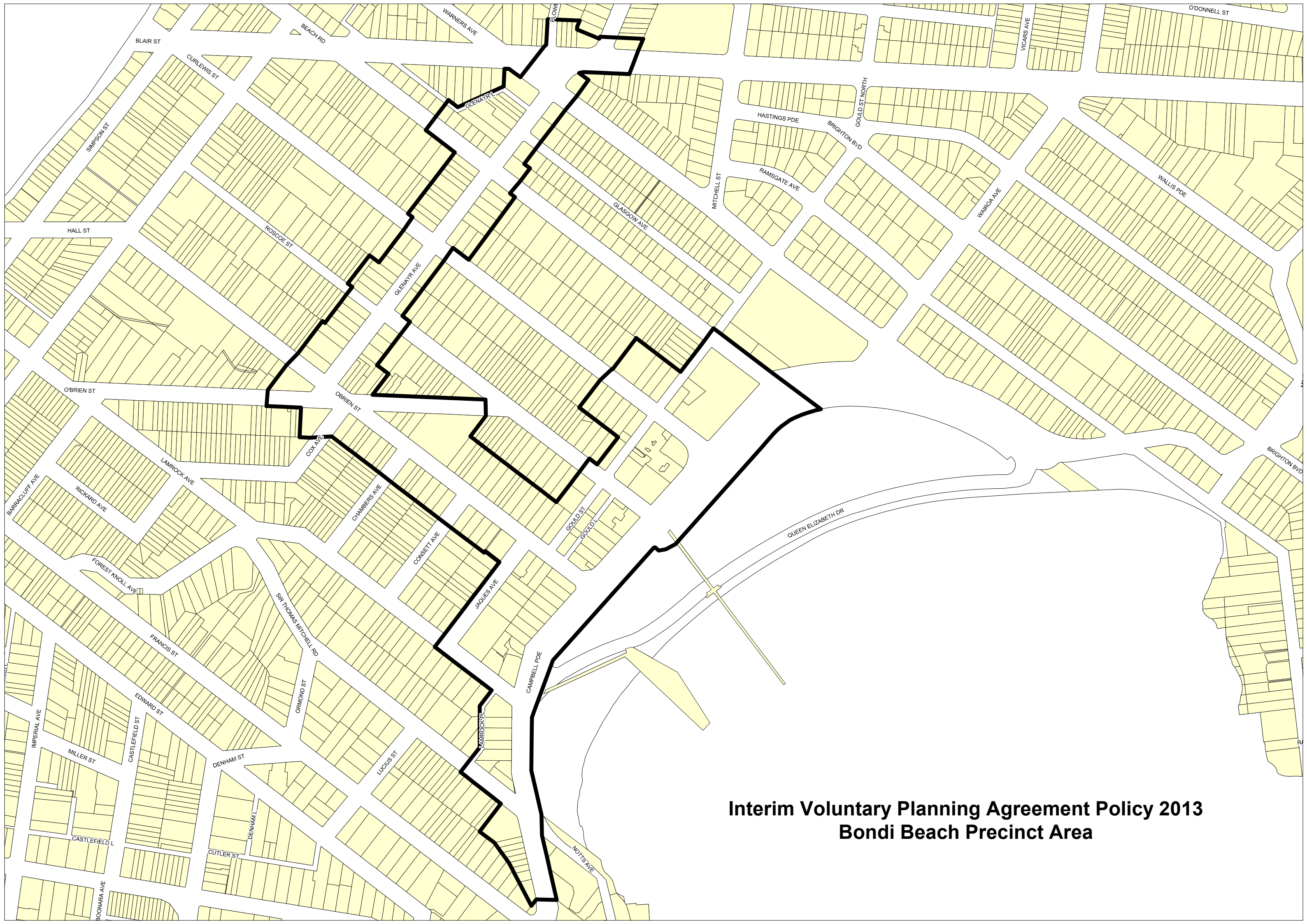
How the Draft Planning Agreement Promotes the Public Interest

- (a) How the Draft planning Agreement Promotes the Elements of the Council's Charter
- (b) Whether the Draft Planning Agreement Conforms with the Council's Capital Works Program

The Impact of the Draft Planning Agreement on the Public or Any Section of the Public
Other Matters

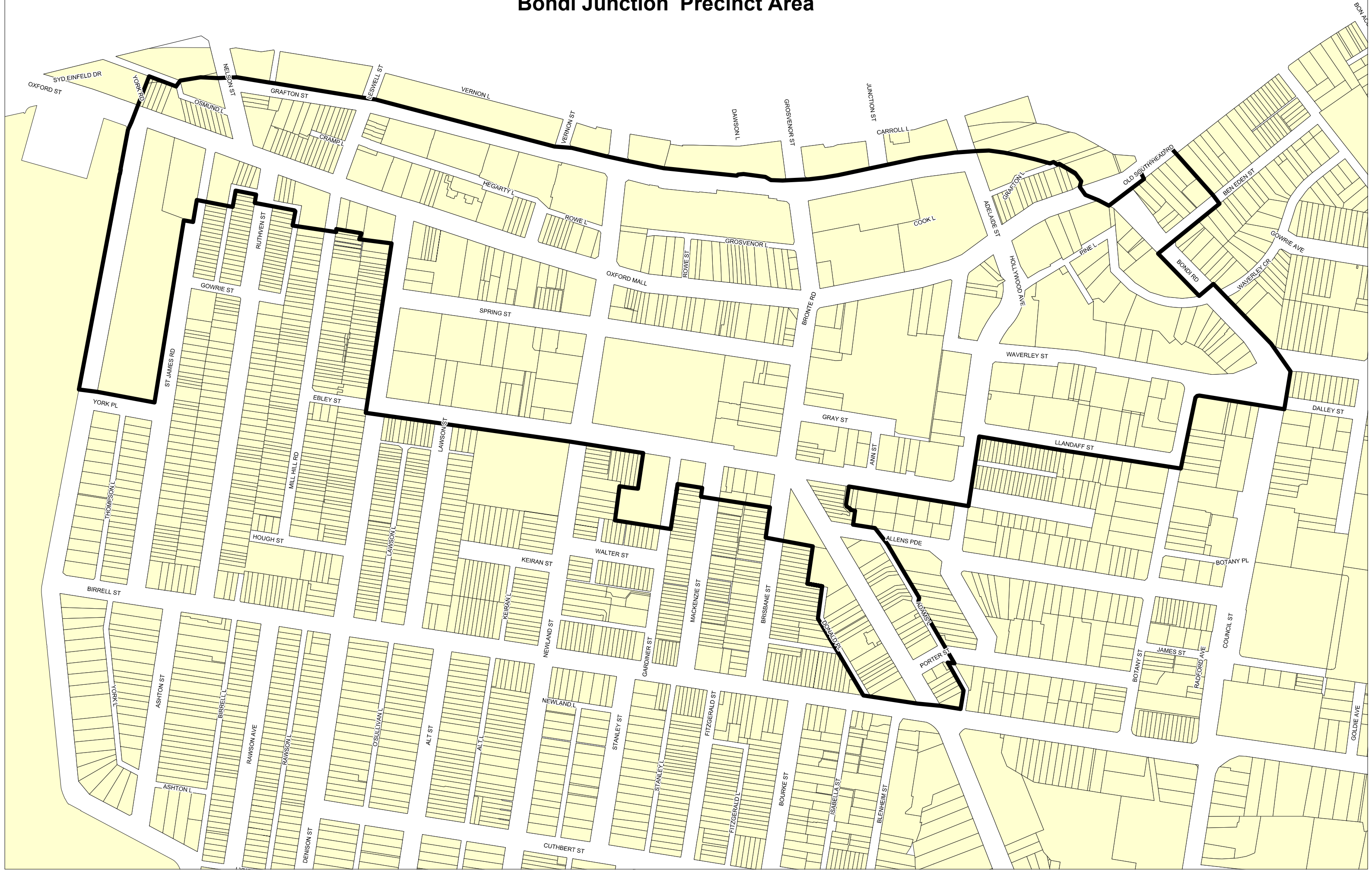
Signed and Dated by All Parties

APPENDIX 3
Bondi Beach and Bondi Junction Precinct Area Maps



Interim Voluntary Planning Agreement Policy 2013
Bondi Beach Precinct Area

Interim Voluntary Planning Agreement Policy 2013
Bondi Junction Precinct Area



APPENDIX 4

Works for Planning Agreements

Possible requirements:

The following is a list of possible requirements that the Council may have for planning agreements. They are not exhaustive and developers are encouraged to discuss these or other requirements that may be included in a planning agreement.

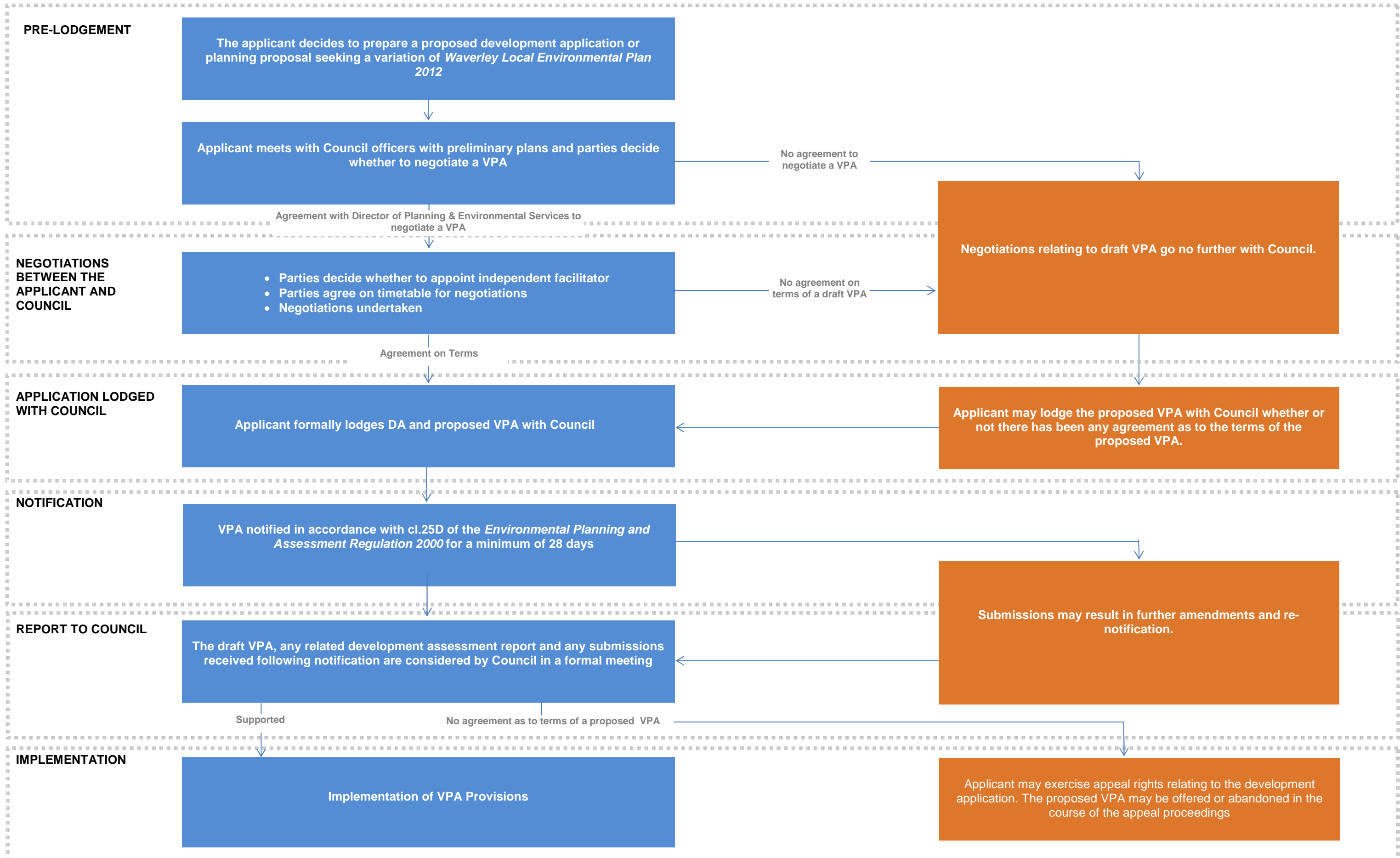
| Council Requirement | Project Cost Estimate |
|--|------------------------------|
| Draft Complete Streets Program (Bondi Junction Public Domain and Transport Infrastructure Improvements) | \$15,000,000 |
| Bondi Junction Town Square Redevelopment | \$2,500,000 |
| Bondi Beach Commercial Centre and Plan of Management Works (Public Domain Improvements) | TBD |
| Contributions to the Waverley Affordable Housing Program | On going |

APPENDIX 5

Flowchart of Planning Agreement Process

APPENDIX 5 – FLOWCHART OF PLANNING AGREEMENT PROCESS

Note: refer to part 3 clause 3.2 for details of the procedure to be undertaken



APPENDIX 6
Waverley Council Statement of Business Ethics

Statement of Business Ethics

LINKS TO COMMUNITY STRATEGIC PLAN & DELIVERY PROGRAM

Direction G1 – Council's decision making processes are open, transparent, corruption resistant and based on sound integrated planning

Strategy G1a – Develop and maintain a framework of plans and policies that ensures open and transparent Council operations

AUTHOR: **Paul Spyve**

DEPARTMENT: **Governance & Integrated Planning**

DATE CREATED: **August 2006**

DATE REVISED: **April 2012**

DATE APPROVED BY EXECUTIVE TEAM:

DATE ADOPTED BY COUNCIL:

NEXT REVIEW DATE: **April 2014**

TRIM FILE REF: **A06/1397**

Statement of Business Ethics

How we do business at Waverley

Waverley Council is proud to be a professional, friendly and ethical organisation.

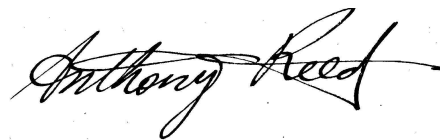
Council provides an enormous number of services, and our community expects high ethical standards in our provision of those services and in everything else we do. How we manage our relationships with business is a key to maintaining the community's trust and confidence. We therefore need you to understand and support the ethical framework in which Council operates and what we expect from our staff.

Our Statement of Business Ethics provides clear guidelines on what to expect from Waverley Council and what your obligations are and the expected behaviours as someone doing business with Council. These standards comply with the NSW Government guidelines for procurement and contracting.

We expect you to respect our principles and policies and apply them in all your dealings with Council. They are an integral part of good business practice.

If at any time you feel that Council is not meeting its standards, please contact my office.

I encourage you to become familiar with our policies, and trust that this Statement helps you to do business with Council.

A handwritten signature in black ink, reading 'Anthony Reed'. The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Tony Reed
General Manager

1. What does this Business Ethics Statement refer to?

| | |
|------------------------|--|
| We, us, our | Council's staff, councillors, contractors, subcontractors, consultants, delegates and (to the extent practicable) volunteers, as appropriate to the context |
| Council's staff | Council's staff, contractors, subcontractors, consultants, delegates and (to the extent practicable) volunteers |
| You, your | People or organisations that deal or wish to deal with Council in business matters |
| <i>Code of Conduct</i> | <i>Council's Code of Conduct for Staff, Delegates and Volunteers</i> , in the case of Council's staff, contractors, subcontractors, consultants, delegates and volunteers <i>Council's Code of Conduct for Councillors</i> , in the case of councillors |

2. Why comply with a Business Ethics Statement?

When you comply with this Statement, you will find that doing business with Council is easier and more effective. You can be sure that you are not disadvantaged because we require others who deal with us to do the same.

By doing business ethically, you will also find it easier to deal with other government bodies because they have similar policies. Ethical practice makes good business sense.

On the other hand, corrupt or unethical behaviour can lead to:

- termination of contracts;
- loss of future opportunities;
- loss of reputation;
- loss of approvals;
- investigation for corruption;
- investigation for criminal activity.

3. What are our Values?

Our values are set out in our Delivery Program and Operational Plan and apply to everything we do. We pride ourselves on bringing the following values alive in our daily activities.

Great Leadership

Great leadership is having the courage to make difficult decisions when they are for the benefit of the whole community and having the skills to engage our teams in providing quality service..

Great Customer Service

Great Customer Service is the willingness and ability to give priority to customers, delivering high quality services which meet their needs.

Respect for All

Respect for all is; treating each other and all members of the community in a friendly, fair and equitable way.

Working Ethically

Ethical behaviour is acting in ways that are consistent with the expectation of the organisation to be corruption free and transparent.

Working Together

Working Together is about everyone working in partnership (internally and with the community) to achieve common or shared goals.

Getting the Job Done Safely, Sustainably and On Time

Getting the job done means providing a service efficiently, effectively and in the safest possible manner within agreed timeframes and due regard for the environment.

4. What are our Key Business Principles?

Our Key Business Principles overlap with our Values, and target our relationships with suppliers.

Ethics

We have to comply with Council's *Code of Conduct*. This means we need to uphold high standards of conduct and ethics in everything we do for Council. We expect the private sector to apply similar high standards when dealing with Council.

We will:

- act with integrity;
- avoid personal and professional conflicts;
- respect and follow the letter and spirit of Council's policies and procedures;
- use public resources effectively and efficiently;
- make decisions solely on merit; and
- give reasons for decisions (where appropriate).

Value for Money

We will always try to obtain the best possible value for money in any business arrangement. This does not simply mean the lowest or highest price.

Apart from initial and ongoing costs, we will normally consider other aspects such as your ability to provide suitable goods or services, quality, safety, reliability and timely performance.

The lowest or highest bid may be the 'best value' if it meets the requirements we believe are needed.

Fairness

We will be fair by being objective, reasonable and even-handed. This does not mean that we will always ask for competitive bids or that we will ask for bids from suppliers that have performed poorly in the past.

On the other hand, we will rarely deal exclusively with a particular supplier, and then only where we have strong reasons to do so.

Sometimes our decision will have a negative effect on a person or organisation, but that does not necessarily mean it is unfair.

We will only request business proposals (by tender or any other method) if we intend to award a contract. If we make a change to our request, we will advise all the affected bidders so that they can respond before a decision is made.

All of our business dealings are open and transparent, including the surrounding process. The exception is where we need to maintain confidentiality or protect privacy.

5. What should you expect from Council?

Council will ensure that all policies, procedures and practices related to approvals, tendering, contracting and the procurement of goods and services are consistent with best practice and the highest standards of ethical conduct. You should expect Council's staff and councillors to:

- act honestly, openly, fairly and ethically in all their dealings with you;
- be friendly, courteous, respectful and professional in their dealings with you;
- respect confidentiality of commercial information and privacy of individuals;
- prevent actual, potential or perceived conflicts of interest;
- comply with the law including legislation and regulations;
- comply with Council's policies and procedures including the Code of Conduct and purchasing policies;

- assess all business proposals objectively by considering only relevant factors;
- seek value for money;
- promote fair and open competition;
- protect privilege, confidentiality and privacy;
- respond promptly to reasonable requests for information;
- never request gifts or other benefits; and
- decline gifts or other benefits for doing their job unless the gifts or benefits are nominal or token or otherwise allowed under the Council's *Code of Conduct*.

6. What does Council expect from you?

We expect you to:

- act honestly, openly, fairly and ethically in all your dealings with Council and in all your dealings on behalf of Council;
- treat our customers in a friendly, courteous, respectful and professional way in all your dealings on behalf of Council;
- ensure that environmental sustainability is a key element of your business practice;
- respect confidentiality of commercial and Council information and privacy of individuals;
- prevent actual, potential or perceived conflicts of interest and declare these as soon as possible if they occur;
- comply with the law including legislation and regulations;
- provide working conditions for your employees that comply with industrial relations laws and regulations;
- not be involved in the exploitation of child labour;
- uphold Equal Employment Opportunity principals;
- comply with this Statement and Council's other policies and procedures including the *Code of Conduct*, purchasing policies, secondary employment and post-separation employment policies;
- provide value for money;
- protect privilege, confidentiality and privacy;
- respond promptly to reasonable requests for information;
- respect the fact that Council's staff and councillors must comply with this Statement and Council's other policies and procedures;

- ensure that you do not offer, and refuse requests for, gifts or benefits to Council's staff or councillors for doing their job, unless you are offering gifts or benefits that are nominal or token or otherwise allowed under the *Code of Conduct*;
- ensure that you do not lobby or seek to influence Council's staff or councillors while business proposals are being considered;
- ensure that you are not involved in collusive practices including attempting to influence or pressure Council's staff or councillors to perform their public duties improperly;
- obtain Council's consent before discussing Council's business with the media;
- assist Council to prevent unethical practices in our business relationships;
- advise the General Manager if you believe any person has breached the law, this Statement or Council's other policies and procedures.

If you are employed/contracted by us, you must ensure that in your dealings with members of the public you:

- comply with the values and meet the standards set out in this Statement and in council's codes and policies;
- act reasonably and professionally at all times;
- provide information about how they can make a complaint about you or your operations and how their complaint will be dealt with including how we will be advised of the complaint and its resolution.

7. Why you need to comply

All of Council's providers of goods and services are required to comply with this statement. The principles of this Statement are consistent with the ethical requirements of other public sector agencies. Therefore you must be careful when you deal with us, because we are public officials.

If you engage in corrupt conduct, such as trying to influence the outcome of a tender, Council takes it very seriously. Council's standard tendering invitations, for example, state that any action or contact that may be considered as an attempt to influence a decision of Council's staff or councillors shall automatically disqualify the relevant tender.

People who engage in corrupt conduct are committing a crime. Penalties for certain acts under the *Independent*

Commission Against Corruption Act 1988 and the *Crimes Act 1900* can include imprisonment.

Non-compliance with the requirements of this Statement resulting in demonstrated corrupt or unethical conduct could lead to:

- Termination of contracts
- Loss of future work
- Loss of reputation
- Investigation for corruption
- Matters being referred for criminal investigation
- Disqualification of tender

8. Additional information to assist you

Gifts or other benefits

Council awards contracts and determines applications based solely on merit. Gifts must NOT be given in connection with any prospective business dealings and Council officials are not permitted to ask for any reward or incentive for doing their job.

The acceptance of gifts of a token value by Councillors and staff is permitted. All gifts accepted and all offers of gifts whether token or not are required to be disclosed and are required to be recorded in Council's Gift Register.

References to 'gifts' normally include other benefits or cash. Gifts or benefits to Council's staff and Councillors that have a nominal or token value, and do not create a sense of obligation, may be acceptable. Cash is never acceptable. All gifts must be declared and entered in Council's gift register.

Council's *Code of Conduct* contains further information.

Communication

You must communicate with us clearly and directly at all times, and account for all communications. This will ensure that there is a minimal risk of appearing to influence Council's staff or councillors inappropriately.

Confidentiality

All Council information is considered confidential and cannot be disclosed unless Council has agreed otherwise in writing, or the information is public knowledge, or the law requires it to be disclosed.

Conflict of Interest

Council's staff and councillors must disclose any actual, potential or perceived conflict between their personal interests and their professional duties.

Sponsorship

From time to time, Council seeks financial or in-kind sponsorship from the private sector to support Council's activities or events. Council also regularly provides sponsorships or grants to community organisations for their activities or events.

Council has a *Sponsorships, Grants and Donations Policy* that sets out the procedures and considerations that apply in these situations. Sponsorships, grants or donations must not interfere with Council's ability to carry out its functions, and the process of seeking and providing sponsorships, grants and donations must be open and transparent.

Contractors, Sub-Contractors, Consultants and Delegates

You must ensure that any person who is engaged in your work for Council complies with this Statement. This applies to all delegates including your staff, contractors, sub-contractors, consultants and any other persons or organisations. We must ensure that any person who acts for Council complies with this Statement.

All delegates of Council must also comply with Council's Code of Conduct for Staff, Delegates and Volunteers.

Secondary and Post-Separation Employment

Council's staff members have a duty to maintain public trust.

If a Council staff member works as an employee outside Council, this is called 'secondary employment'. Running a business or acting as a consultant is also considered 'secondary employment', even if the staff member is not strictly an employee in the other business.

The General Manager can prohibit Council's staff from secondary employment where there is, or might be, a conflict of interest.

Council's staff must apply for the General Manager's approval of secondary employment if there is a risk of conflict of interest.

Council's staff must not use their access to commercially sensitive information they gain at Council to assist them into secondary employment or into new employment, business or consultancy after they leave Council. This includes detailed knowledge of Council policies, procedures, practices and information unless these are public knowledge.

Council's staff must also not allow themselves or their work to be influenced by plans for, or offers of, new employment, business or consultancy.

Council's *Code of Conduct* contains further information.

Intellectual Property

You must respect Council's intellectual property and Council must respect your intellectual property. Access, licence or use must be agreed in writing.

Use of Resources

Council's resources must only be used for official purposes.

Council's *Code of Conduct* contains further information.

Political Donations

The law requires that persons who have a financial interest in, or have made a submission in relation to a Development application or a planning instrument, must disclose certain information about political donations and other gifts. This is a mandatory requirement if a donation or gift has been made to a Councillor or council employee within the previous two years of the application or submission.

Reporting Unethical Behaviour

Council is committed to promoting ethical behaviour. Reports of unethical behaviour, fraud, corruption, maladministration or waste can be to the General Manager or Council's Public Officer.

Public officials, including Council's staff and councillors, who report corrupt conduct, maladministration or serious waste of public funds can be protected by the *Protected Disclosures Act 1994*. This Act protects public officials disclosing corruption related matters from reprisal or detrimental action

and ensures that disclosures are properly investigated and dealt with.

9. Who should you contact?

If you have questions or comments concerning this Statement, or have information on suspected corruption, maladministration or serious waste of funds, please contact the General Manager's office by letter, phone, fax or email. The details are below.

If you would like a copy of Council's *Code of Conduct for Staff*, *Code of Conduct for Councillors* or *Sponsorships, Grants and Donations Policy*, visit www.waverley.nsw.gov.au or contact our Public Officer.

| | |
|--|--|
| FOR MORE INFORMATION OR TO OBTAIN COUNCIL POLICIES... | TO REPORT CORRUPTION, MALADMINISTRATION OR WASTE... |
| CONTACT The Public Officer, Waverley Council | CONTACT The General Manager, Waverley Council |
| PHONE 9369 8000 | PHONE 9369 8000 |
| FAX 9369 1820 | FAX 9369 1820 |
| ONLINE www.waverley.nsw.gov.au | ADDRESS PO BOX 9, BONDI JUNCTION NSW 2022 |
| EMAIL waver@waverley.nsw.gov.au | EMAIL waver@waverley.nsw.gov.au |

Waverley Council

Cnr Paul Street & Bondi Road
Bondi Junction

PO Box 9
Bondi Junction NSW 1355

DX 12006 Bondi Junction

Email info@waverley.nsw.gov.au

Web www.waverley.nsw.gov.au

Telephone enquiries

General business **9369 8000**

General fax **9387 1820**

TTY for hearing impaired **9389 9827**

After hours emergencies **9369 8000**
(your call will be directed to the appropriate area)