



Warringah Development Review Panel (WDRP) Charter

1 Functions of WDRP

The functions of the Warringah Development Review Panel (WDRP) are to:

- (a) review determinations of development applications made by WDAP or the General Manager within the delegation of those functions to the WDRP from the Council;
- (b) provide an independent and open forum for interested persons and the community to make submissions relevant to the review of determination before WDRP; and
- (c) achieve good urban design and development outcomes consistent with the relevant legislation and planning controls.

2 Constitution of WDRP

2.1 Members

The WDRP is a body constituted for the purpose of delegation of functions by the Council under Section 377 of the Local Government Act and consists of the following members:

- (a) a lawyer who is currently admitted to practice law in New South Wales as Barrister or Solicitor; or non-lawyers but professionals with exceptional levels of experience such as retired Land and Environment Court Commissioners to apply for the position, and
- (b) a professional expert with a university degree in urban design; and
- (c) a professional expert with a university degree in environmental science or relevant environmental field;
- (d) a pool of three (3) community representatives.

2.2 Appointment

For the initial term, the members of the WDRP shall be appointed by the General Manager by the memorandum of understanding (Schedule 1) signed by each member and the General Manager

For each subsequent term, members will be appointed by the Council with each member and General Manager signing the Memorandum of Understanding (Schedule 1).

2.3 Term

The term of the members of WDAP appointed by the General Manager shall be for a period of two (2) years with an option to extend the term again a further 2 years.

2.4 Remuneration

A member or an alternate member is entitled to be paid such remuneration as the General Manager shall from time to time determine in respect of the member.

2.5 Chairperson

The Chairperson of the WDRP shall be the lawyer member. Should the lawyer not be present / available for a meeting the members attending shall elect a Chairperson.

2.6 Alternates

The General Manager may, from time to time, appoint a person to be the alternate to a member, and may revoke any such appointment.

While acting in place of a member, the alternate member has all the functions of the member and is taken to be a member.

2.7 Vacancies

The office of a member becomes vacant if the member:

- (a) dies, or
- (b) completes a term of office and is not re-appointed, or
- (c) resigns the office by instrument in writing addressed to the General Manager, or
- (d) is removed by the General Manager from office for any or no reason and without notice.

2.8 Filling of Vacancies

If the office of a member becomes vacant, a person may, subject to this charter, be appointed to fill the vacancy.

2.9 Meetings of WDRP

A meeting of WDRP will generally consist of four (4) members, i.e. the lawyer, the urban designer, the environmental expert and one (1) community representative. The Chairperson may request that one or more additional community representatives from the pool of community members, be available to attend meetings for controversial or significant items. Each additional community representative, at the discretion of the General Manager, will be an additional member of the WDRP with full voting rights. Each member attending a meeting shall have one vote.

2.10 Quorum

A minimum of three (3) WDRP members shall form a quorum for a meeting.

2.11 Meetings and Other Process

Proceedings of WDRP shall be by way of a public hearing for the purposes of hearing submissions on behalf of the applicant and other interested persons. On conclusion of the public hearing, the WDRP will convene in closed session to consider its findings and make a determination.

The meetings and other process of the WDRP will be undertaken in accordance with the WDAP and WDRP Operational Guidelines published by the General Manager from time to time.

2.12 Determinations/Decisions

Determinations and any relevant decision of the WDRP shall be made by a majority of votes of members present at a meeting and voting. If votes are tied the Chairperson will have the casting vote.

3 Obligations of Members

- 3.1 All WDRP member/s are required to comply with the following conditions of engagement detailed below. These conditions are based on Council's assessment of minimum requirements needed to deliver an appropriate standard of service.
- (a) WDRP member/s must perform their obligations under this agreement faithfully and diligently and must, at all times, act in accordance with the Code of Conduct (Schedule 2) and the requirements of the WDRP Charter. If WDRP member/s do not comply with the Code of Conduct or the WDRP Charter, the General Manager may terminate the WDRP member's appointment without notice.
 - (b) Except as required to properly perform their duties, WDRP member/s must not disclose any confidential information (as advised by Council) obtained in connection with the WDRP functions
 - (c) WDRP member/s shall not make verbal or written statements of any description to any newspaper, television station or radio network or to any person associated with such organisations, in connection with any work undertaken in connection with the WDRP functions.
 - (d) WDRP member/s may communicate with senior staff of Warringah Council, including the Director of Planning and Development Services, Manager Development Assessment and with all other staff reasonably required for the performance of their duties.
 - (e) WDRP member/s must attend all meetings reasonably required by the General Manager and the Director, Planning and Development Services or delegate.
 - (f) WDRP member/s will have read and be familiar with the documents provided by Council prior to attending a WDRP meeting.
 - (g) The relationship between the Council and the WDRP member/s is that of a client and independent contractor, and nothing shall be taken as constituting the WDRP member/s or any of their employees as an employee or servant of the Council.
- 3.2 Nothing causes the WDRP members or any of their employees or agents:
- To be the legal representative, agent, joint venturer or partner of the Council; or
 - To have authority to assume or create any obligations of any kind or to make any representations or warranties on behalf of the Council or to bind the Council in any respect (unless in exercising its delegations in the determination of development applications).
- 3.3 WDRP members must act in accordance with Warringah Council Occupational Health & Safety Risk Procedures Manual.

4 Additional Documentation

The following documents are to be read in conjunction with this Charter:

- Schedule (1) WDRP Memorandum of Understanding
- Schedule (2) Code of Conduct – WDAP and WRDP