



# Camden Council

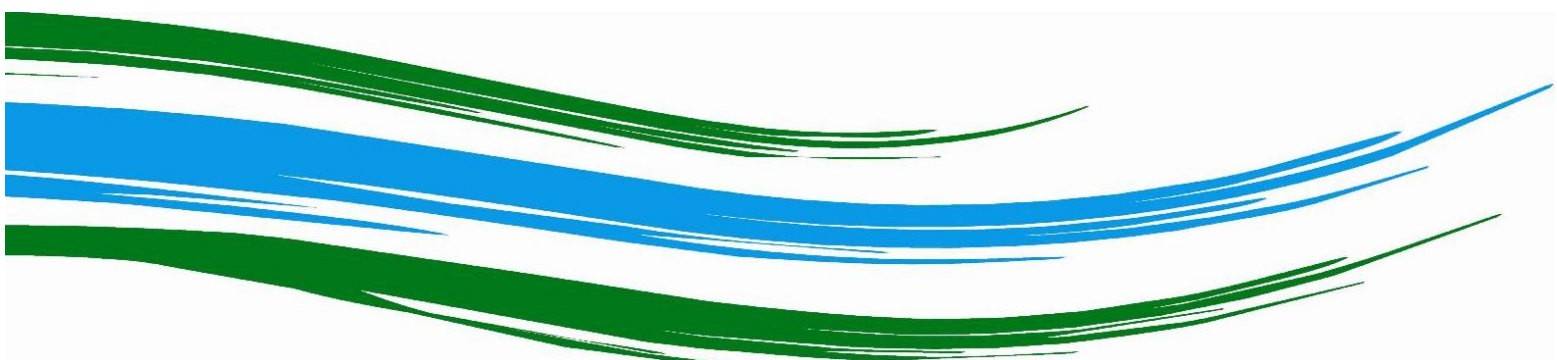
## Attachments

### Ordinary Council Meeting

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### 23 June 2020

Please note due to COVID-19 restrictions this meeting is being held as a teleconference. The public can view the meeting via Council's webcast. A link to this webcast can be found on Council's webpage – <http://webcast.camden.nsw.gov.au/video.php>





# ORDINARY COUNCIL

## ATTACHMENTS - ORDINARY COUNCIL

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ORD01

Attachment 1



DRAFT

# SIGNS & BANNERS

## POLICY

### P2.0047.3

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## SIGNS & BANNERS POLICY

**DIVISION:** Planning & Environment  
**BRANCH:** Environment & Regulatory Services  
**CATEGORY:** 2

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### PART 1 – INTRODUCTION

#### 1. BACKGROUND

- 1.1 This policy provides an approval process for the display of temporary, non-commercial advertising such as Signs and Banners on roads and reserves to enable Non-profit Groups and Organisations to publicise local community events.

#### 2. OBJECTIVE

- 2.1 The objectives of this policy are to:
- Detail the process for Non-profit Groups and Organisations to gain approval to display approved Signs and Banners on Public Land for the purpose of advertising and promoting community events and functions.
  - Provide guidelines around the display of signage on Public Land to prevent inappropriate or inappropriately positioned signage on roadsides and reserves.

#### 3. SCOPE

- 3.1 This policy applies to all Non-profit Groups and Organisations intending to promote community events and functions on Public Land within the Camden Local Government Area.

#### 4. DEFINITIONS

- 4.1 **Banner** means a soft plastic/canvas/polycanvas material bearing letters and/or numbers and/or pictures that is located on Public Land. Banners are usually longer than they are high and fixed to a solid frame or posts using rope, wire or cable ties.
- 4.2 **Council** means Camden Council.
- 4.3 **Non-Profit Group or Organisation** means a group or organisation that provides services to the community and does not operate to make a profit for its members. All profits must go back into the services the organisation provides and must not be distributed to members (*as defined by the Australian Tax Office*).
- 4.4 **Public Land** means any land (including a public reserve) vested in or under control of Council.
- 4.5 **Sign** means a rigid article made of wood/coreflute/paper etc. bearing letters, numbers, characters and/or pictures, and visible from or on Public Land. Signs are usually affixed to one or two posts.

## PART 2 – POLICY STATEMENT

### 5. Standards for approval

- 5.1 The primary aim of this policy is to permit applications and approvals for the temporary display of Signs and Banners by Non-profit Groups or Organisations.
- 5.2 A maximum of two Signs or Banners may be displayed at any approved location at the same time except for certain sites that only allow one Sign or Banner to be displayed (refer to table of approved sites).
- 5.3 Approval will be given for a maximum of three Signs or Banners from each organisation to be displayed across the various approved sites per event. A further application may be made to Council two weeks prior to the event for additional sites and this request will be reviewed subject to demand at the time.
- 5.4 No Sign or Banner will be permitted to be placed, displayed or exposed in, on or over any Public Land without the prior approval of Council (where Council is the appropriate authority).
- 5.5 Advertising will only be approved where the advertised event provides community benefit within the Camden Local Government Area and does not in any way profit a commercial entity.
- 5.6 The group or organisation displaying the Sign or Banner:
  - Is responsible for maintaining the Banner during its display and for its removal.
  - Is responsible for the Banner to be securely fastened at each end to the supports that will not collapse in the wind.
- 5.7 The group or organisation placing a Sign or Banner at a location is to be considerate of other Banners or Signs already at the approved site. Any Sign or Banner that has been placed in front of another Sign or Banner may have their approval rescinded and be asked to remove the Sign or Banner immediately from the location.
- 5.8 If Council receives two or more applications for the same site and date, the first applicant to satisfy the requirements under this policy and confirm their booking will take precedence over other applications. The unsuccessful applicants will be advised of any alternative Banner locations.
- 5.9 A Sign or Banner observed on Public Land without the required approval may be impounded under the *Impounding Act 1993* and held by Council for 28 days.
- 5.10 Fees may apply for the removal and storage of an impounded Signs or Banners in accordance with Council's Fees and Charges (available on Council's website).

### 6. Liability

- 6.1 Any damage to Public Land as a result of the display of any Sign or Banner will be repaired to its original condition at the expense of the organisation displaying the Sign or Banner.
- 6.2 Council is not liable or responsible for Signs or Banners that are lost, stolen or

damaged.

- 6.3 All organisations must have their own public liability and products insurance policy which lists Camden Council as an interested party to the value of \$20 million. The subject policy must provide insurance coverage for the display of the Banner and any such incident which may arise from having that Sign or Banner displayed on Public Land.

## 7. Signs and Banner Design

- 7.1 Council reserves the right to refuse the application of any Sign or Banner in which Council considers is inappropriate.
- 7.2 Signs and Banners that contain or could be perceived to contain any of, but not limited to, the following will not be approved or permitted:
- Any offensive message, image or language;
  - Anything that may incite hatred or aggression in any form;
  - Anything that is unlawful under local, state or federal law;
  - Anything that may be considered as promotion of a political, racial or religious nature; and
  - Anything of a commercial nature that provides benefit to a private entity or person.
- 7.3 With the display of Signs or Banners close to roads, Council must consider the safety of all road users. With the potential for Signs or Banners to detach from their anchor point during strong winds, Banners must contain at least one of the below measures:
- Be constructed from a "breeze through material";
  - Be constructed from heavy gauge sign vinyl; or
  - Contain at least 3 air holes of not less than 12cm diameter.
- 7.4 Dimensions of Banners shall not exceed 6000mm long and 1000mm high, and dimensions of Signs shall not exceed 1000mm by 1000mm.
- 7.5 Council has the discretion to immediately and without notice remove any Sign or Banner that Council considers is a safety threat to road users or members of the community. The owner will be contacted to collect the Sign or Banner and it will be the discretion of Council as to whether the approval will be rescinded, or the organisation may amend the Sign or Banner in accordance with Council's Policy and reapply for the display of such Sign or Banner.

## 8. Conditions of approval

- 8.1 Applications for the display of Signs and Banners must be submitted at least fourteen working days prior to the intended date of display.
- 8.2 A photograph/plan/drawing of the Sign or Banner must be included with the application. A new photograph/plan must be submitted if changes are made to

the Sign or Banner following any previous approvals.

- 8.3 Applications will not be accepted more than 12 months in advance of the intended date of display.
- 8.4 The decision of Council is final and not open to appeal.
- 8.5 Signs or Banners may be displayed for a maximum of fourteen days prior to the advertised event.
- 8.6 Signs or Banners must be removed within two days of the conclusion of the event. If any Sign or Banner is not removed within this timeframe, Council may impound the Sign or Banner and the owner may be subjected to any applicable charges in accordance with Council's Fees and Charges.
- 8.7 Where events are sponsored, any corporate sponsor's logos on any Sign or Banner shall not exceed 25% of the total area of the subject article.
- 8.8 Dimensions of Banners shall not exceed 6000mm long and 1000mm high, and dimensions of Signs shall not exceed 1000mm by 1000mm.
- 8.9 All Signs and Banners must be safely secured with either rope or wire to star pickets with protective caps and embedded at least 500mm into the soil. Freestanding articles of any nature will not be permitted.
- 8.10 Signs and Banners shall be positioned close and parallel to fences, where possible, or otherwise positioned so as not to cause vehicular or pedestrian obstruction or impede traffic sight lines.
- 8.11 Maximum overall height allowed shall not exceed 1.5m above ground level.
- 8.12 No person shall move, remove or otherwise alter any other Banner or Sign displayed at a site where they do not have the authority to do so.
- 8.13 Any community group or organisation does not satisfy the definition of "non-profit" and are able to adequately justify why they should be permitted to display Signs and Banners on Public Land in accordance with this policy, will have their request considered at Council's sole discretion. Any such request must be made in writing justifying the benefit to the community of Camden.

## **9. Approval for other Signs, Banners and/or advertising**

- 9.1 Any other type of Sign or Banner and/or advertising will not be considered or Approved under this Policy.
- 9.2 All applicable environmental planning instruments and policies must be referred to for any other development controls and specific objectives for the provision of signage in the Camden Local Government Area. This includes but is not limited to Camden Local Environmental Plan 2010 and Camden Development Plan 2019 as well as the State Environmental Planning Policy (Exempt and Complying Development Codes 2008) and State Environmental Planning Policy No. 64 Advertising and Signage).



## 10. Approved sites

10.1 There are 12 sites in the Local Government Area where the display of Signs or Banners may be approved on Public Land.

Suburb	Location	No. of signs/ banners proposed for site
Camden	Rotary Cowpasture Reserve, Argyle Street near Cowpasture Bridge	2
Camden South	Old Hume Highway south bound 100m north of Griffiths Avenue	2
Camden South	Old Hume Highway north bound 150m south of Cowper Street	2
Catherine Fields	Catherine Fields Road next to Rural Fire Service	1
Cobbitty	Macquarie Grove Road 200 metres south west of bridge	1
Currans Hill	Currans Hill Drive front of "Jack Nash Reserve" near carpark on the southern side of the footpath	2
Elderslie	Camden Valley Way 130 metres south west of Kirkham Lane on the southern side	2
Gregory Hills	Gregory Hills Drive off Lorikeet Street	1
Harrington Park	Camden Valley Way 150 metres north east of Smeaton Grange Road on the western side of Camden Valley Way	1
Harrington Park	The Northern Road 260 metres north of Hillside Drive on the eastern side	2
Leppington	Raby Road 220 metres south east of Emerald Hills Boulevard	1
Mount Annan	Waterworth Drive front of "Elizabeth Reserve" 200 metres west of Holdsworth Drive on the southern side of Waterworth Drive	1

ORD01

**RELEVANT LEGISLATIVE INSTRUMENTS:** *Local Government Act 1993*  
*Impounding Act 1993*  
*Road and Transport Act 2013*

**RELATED POLICIES, PLANS AND PROCEDURES:** Camden Council Development Control Plan 2019

**RESPONSIBLE DIRECTOR:** Planning and Environment

**APPROVAL:** Council

**HISTORY:**

Version	Approved by	Changes made	Date	EDMS Number
1	Council	New	27/08/2001	
2	Council	Minor amendments	24/02/2015	15/220961
3	Council	New sites added, minor amendments to wording and format	01/03/2020	

Attachment 1



## Application Form

**Please ensure you have read the policy before filling out this form**

NAME: ..... ADDRESS: ..... PH: .....

ORGANISATION: ..... EVENT NAME: .....

DATE OF EVENT ..... START DATE BANNER: ..... END DATE FOR BANNER: .....

Suburb	Location	<input checked="" type="checkbox"/>	Suburb	Location
Camden	Rotary Cowpasture Reserve, Argyle Street near Cowpasture Bridge	<input checked="" type="checkbox"/>	Elderslie	Camden Valley Way 130 metres south west of Kirkham Lane on the southern side of Camden Valley Way
Camden South	Old Hume Highway south bound 100m north of Griffiths Avenue	<input type="checkbox"/>	Gregory Hills	Gregory Hills Drive off Lorikeet Street
Camden South	Old Hume Highway north bound 150m south of Cowper Street	<input type="checkbox"/>	Harrington Park	Camden Valley Way 150 metres north east of Smeaton Grange Road on the western side of Camden Valley Way
Catherine Fields	Catherine Fields Road next to Rural Fire Services	<input type="checkbox"/>	Harrington Park	The Northern Road 260 metres north of Hillside Drive on the eastern side
Cobbitty	Macquarie Grove Road 200 Metres south west of bridge	<input type="checkbox"/>	Leppington	Raby Road 220 metres south east of Emerald Hills Boulevard
Currans Hill	Currans Hill Drive front of "Jack Nash Reserve" near carpark on the southern side of the footpath	<input type="checkbox"/>	Mount Annan	Waterworth Drive front of "Elizabeth Reserve" 200 metres west of Holdsworth Drive on the southern side of Waterworth Drive

*I, the undersigned, agree that my banner is no larger than 6000mm long and 1000mm high (or rigid sign 1000mm by 1000mm) and will not exceed 1.5m above ground level when constructed. I have attached a clear photograph/diagram with the measurements marked. I also declare that the event is organised by a non-profit organisation as defined in the Signs and Banners Policy and no member or private person will make a direct profit from such event. I, the undersigned, have read and understood the attached policy, and agree to the conditions within. I am aware the proposed banner may be impounded, any further requests denied and a fine of up to \$330 may be imposed if I fail to comply with the conditions contained in the policy.*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Section below to be completed by Council employees only who are applying for sign/banner approval  
 Yes  No

Has the sign/banner been approved by Council Public Affairs prior to the submission of this form?

Note: Approval will not be granted until the sign/banner has been approved by Public Affairs

How to lodge your application: - Hand deliver Camden Council 70 Central Avenue, Oran Park Email [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)

**APPENDIX:**

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20

**SUMMARY OF BUDGET REVIEW VARIATIONS GREATER THAN \$20,000  
BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

Expense \$	Change In Vote		Totals \$	Description	Comments
	Income \$				
<b>1) Proposed Budget Variations</b>					
Proposed variations to the 2019/20 Budget based on income received and expenditure payments to date are as follows:					
(200,000)	200,000		-	<b>Surplus / (Deficit) Proposed Budget Variations September 2019/20</b>	
(30,700)	810,000	779,300	779,300	<b>Surplus / (Deficit) Proposed Budget Variations December 2019/20</b>	
	410,000		410,000	Sale of Land Income	Acquisition of land by the RMS for Road Widening on the Northern Road.
	(150,000)		(150,000)	Interest on Investment	The performance of Council's investment portfolio is below budget expectations. The primary reason for this is reducing interest rates.
	66,590		66,590	Libraries Subsidy Grant	Libraries Subsidy Grant higher than anticipated.
	(34,400)		(34,400)	Financial Assistance Grant	Financial Assistance Grant lower than anticipated.
			(20,800)	Variations under \$20,000	
(20,800)	292,190	271,390	271,390	<b>Surplus / (Deficit) Proposed Budget Variations March 2019/20</b>	
(251,500)	1,302,190	1,050,690	1,050,690	<b>Surplus / (Deficit) - Net Impact of Variations 2019/20</b>	
* It should be noted where net increases or reductions have been shown within the main Council Report the income and expenditure column will not reconcile, as the two are separated within this attachment.					

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Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20SUMMARY OF BUDGET REVIEW VARIATIONS GREATER THAN \$20,000  
BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020

Change In Vote		Totals		Description	Comments
Expense \$	Income \$	\$	\$		
<b>2) Council Approved Budget Variations</b>					
Since adopting the 2019/20 Budget, Council has authorised the following changes to the budget:					
				<b>Legend:</b>	
				<b>Expense Reduction</b> - Positive figures, <b>Expense Increase</b> (Negative Figure)	
				<b>Income Increase</b> - Positive figures, <b>Income Reduction</b> (Negative figure)	
(149,600)	149,600	-		<b>Surplus / (Deficit) - Proposed Budget Variations September 2019/20 Review</b>	
(2,056,000)	1,276,700	(779,300)		<b>Surplus / (Deficit) - Proposed Budget Variations December 2019/20 Review</b>	
(200,000)	200,000	-		Acceptance of Grant Funding - Community Recycling Centres Grants Program	Council Resolution -6/20
(20,000)	20,000	-		Acceptance of Grant Funding - Communities Environment Program	Council Resolution -10/20
(22,000)	22,000	-		Bushfire Support	Council Resolution -15/20
(105,000)		(105,000)		Camden Pool	Council Resolution -23/20
(93,528)	93,528	-		Acceptance of Grant Funding - Upgrade of Auditorium Audio Visual Equipment at Camden Civic Centre	Council Resolution -44/20
(1,600,000)	1,600,000	-		Community Support Package - COVID 19	Council Resolution -50/20
	(645)	(645)		Narellan Men's Shed - refund of the application fees associated with the modification to amend the hours of operation at 362 Narellan Road, Mount Annan.	Council Resolution -52/20
	645	645			
(2,040,528)	1,995,528	(105,000)		<b>Surplus / (Deficit) - Proposed Budget Variations March 2019/20 Review</b>	
(4,246,128)	3,361,828	(884,300)		<b>Surplus / (Deficit) - Council Approved Variations 2019/20</b>	

**APPENDIX:**

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20

**SUMMARY OF BUDGET REVIEW VARIATIONS GREATER THAN \$20,000  
BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

Expense \$	Change In Vote		Totals \$	Description	Comments
	Income \$				
<b>3) Contra Adjustments</b>					
Contra adjustments that have a NIL impact on Council's Budget:					
<b>(1,994,383)</b>	<b>1,994,383</b>	-	-	<b>September 2019/20 Contra Adjustments</b>	
<b>(5,591,220)</b>	<b>5,591,220</b>	-	-	<b>December 2019/20 Contra Adjustments</b>	
<b>(100,000)</b>	100,000			Section 7.11 Developer Contributions - Interest on Investments	The balance of Council's Section 7.11 reserves has increased as a result of additional interest on investments
				Section 7.11 Developer Contributions - Transfer to Reserve	
<b>(90,000)</b>	90,000			Domestic Waste Management Reserve - Interest on Investments	The balance of Council's Domestic Waste Management Reserve has increased as a result of additional interest on investments
<b>(77,000)</b>				Domestic Waste Management Reserve - Transfer to Reserve	
				Optimise Accounts Payable Process	Funding from the Technology Improvements Reserve to Optimise Accounts Payable Process within Council's Corporate System.
<b>(60,000)</b>	77,000			Technology Improvements Reserve - Transfer from Reserve	
				Gross Pollutant Traps Review & Improvement Works	Allocation of storm water levy program funds for engagement of resources for GPT review and storm water planning improvement works.
<b>(60,000)</b>	60,000			Storm water Levy Reserve - Transfer from Reserve	
				Leppington Precinct - Design Detention Basin	Funding from Section 7.11 for the design of Detention Basins within the Leppington Precinct.
<b>(160,000)</b>	60,000			Section 7.11 - Transfer from Reserve	
				Leppington Precinct - Roads Design	Funding for the increase in additional roads for interim designs for the Leppington Precinct.
<b>(35,500)</b>	160,000			Section 7.11 - Transfer from Reserve	
				Oran Park Admin Centre	Funding for repair works at the Oran Park Administration building following storms in October 2019.
<b>(8,000)</b>	35,500			Administration Building Reserve - Transfer from Reserve	
				Oran Park Admin Centre	Funding for Hydrant Repairs at the Oran Park Administration building recovered through insurance.
<b>(28,000)</b>	8,000			Insurance Income	
				Plant Replacement - Workshop platform	Funding for a new workshop platform to comply with working at heights requirements following a WHS audit of the workshop.
				Domestic Waste Management Reserve - Transfer from Reserve	

**APPENDIX:**

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20**SUMMARY OF BUDGET REVIEW VARIATIONS GREATER THAN \$20,000  
BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

Expense \$	Change In Vote		Description	Comments
	Income \$	Totals \$		
	8,000		Plant Replacement Reserve - Transfer from Reserve	
(218,600)			Footpath Renewal and Replacement Program	Budget adjustment required for continued delivery of footpath renewal and replacement program.
218,600			Roads Maintenance Program	
(46,500)			Waste Services - Capital Expenditure	Expansion of the on board system we installed in our Waste trucks to our City Presentation fleet.
46,500			Waste Services - Operational Expenditure	
(160,000)			Planning work for the Leppington Town Centre	Grant funding to assist with the progression of foreshadowed planning work for the Leppington Town Centre and finalisation of the rezoning of Stages 2 and 5 of the Leppington Precinct
	160,000		Grant Income	
(8,000)			Noxious Weed - WAP River Spray	Additional grant funding for Noxious weeds received.
	8,000		Grant Income	
(33,712)			Libraries Local Priorities Grant	Additional grant funding received for libraries improvements.
	33,712		Grant Income	
(820,212)	820,212	-	<b>March 2019/20 Contra Adjustments</b>	
(8,405,815)	8,405,815	-	<b>Total Contra Variations 2019/20</b>	

Attachment 1  
ORD03

## APPENDIX:

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20SUMMARY OF BUDGET REVIEW VARIATIONS GREATER THAN \$20,000  
BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020

Expense \$	Change In Vote		Description	Comments
	Income \$	Totals \$		
Reconciliation to 'December Review of the 2019/20 Budget'				
2018/19 Carried Forward Working Funds Balance		1,000,000		
2019/20 Adopted Budget Surplus		0		
Available Working Funds 01/07/19		1,000,000		
Less:				
Minimum Desired Level		(1,000,000)		
Total Funds Available		0	Total Available Working Funds as at 01/07/2019	
September Review				
		0	Significant Budget Variations	
		0	Council Approved Variations	
		0	Budget Contra Variations	
		0	Sub Total - September Review Variations	
		0	Total Available Working Funds as at 30/09/2019	
December Review				
		779,300	Significant Budget Variations	
		(779,300)	Council Approved Variations	
		0	Budget Contra Variations	
		0	Sub Total - December Review Variations	
		0	Total Available Working Funds as at 31/12/2019	
March Review				
		271,390	Significant Budget Variations	
		(105,000)	Council Approved Variations	
		0	Budget Contra Variations	
		166,390	Sub Total - March Review Variations	
		166,390	Total Available Working Funds as at 31/03/2020	





# Camden Council Quarterly Budget Review Statement For the period ending 31 March 2020

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6. Key Performance Indicators Budget Review Statement

ORD03

Attachment 2

## Attachment 2

ORD03

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20**INCOME & EXPENSE (BY ACTIVITY)****BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

(\$000's)	Original Budget	Approved Changes				Revised Budget	Proposed Variations this Qtr	Notes	Projected Year End Result	Actual YTD
		Revotes	Other than by QBRs	Sep QBRs	Dec QBRs					
<b>Income</b>										
Actively Managing Camden's Growth	11,968	1,250	30	350	(1,200)	12,398	100	1	12,498	7,128
Healthy Urban and Natural Environment	17,731	111				17,842	318	2	18,160	16,067
A Prosperous Economy	15	-				15			15	-
Effective and Sustainable Transport	1,314	334		2		1,650			1,650	1,295
An Enriched and Connected Community	9,458	-	26	1		9,485	101	3	9,586	6,464
Strong Local Leadership	70,122	-		200	2,010	72,332	(176)	4	72,156	60,806
<b>Total Income from Continuing Operations</b>	<b>110,608</b>	<b>1,695</b>	<b>56</b>	<b>553</b>	<b>810</b>	<b>113,722</b>	<b>343</b>		<b>114,065</b>	<b>91,760</b>
<b>Expenses</b>										
Actively Managing Camden's Growth	12,074	1,895	30			13,999			13,999	8,027
Healthy Urban and Natural Environment	31,454	454		(78)		31,830	189	5	32,019	21,639
A Prosperous Economy	1,224				40	1,264			1,264	717
Effective and Sustainable Transport	21,529	76		2	(185)	21,422	(219)	6	21,203	14,974
An Enriched and Connected Community	14,861	106	26	179	(53)	15,119	69	7	15,188	10,917
Strong Local Leadership	32,297	891		176	6	33,370	44	8	33,414	25,488
<b>Total Expenses from Continuing Operations</b>	<b>113,439</b>	<b>3,422</b>	<b>56</b>	<b>279</b>	<b>(192)</b>	<b>117,004</b>	<b>83</b>		<b>117,087</b>	<b>81,762</b>
<b>Net Operating Result from Continuing Operations</b>	<b>(2,831)</b>	<b>(1,727)</b>	<b>-</b>	<b>274</b>	<b>1,002</b>	<b>(3,282)</b>	<b>260</b>		<b>(3,022)</b>	<b>9,998</b>
<b>Add:</b>										
Capital Income	154,061	6,192	50		1,158	161,461	254		161,715	2,797
Non Cash Funded Depreciation	19,000	-	-			19,000			19,000	
Funds from the Sale of Assets	315	-	-	140	786	1,241	410		1,651	616
Loan Borrowings	3,000	-	-			3,000			3,000	
Transfer from Restricted Assets	21,643	24,708	50	1,374		47,775	443		48,218	26,687
	<b>198,019</b>	<b>30,900</b>	<b>100</b>	<b>1,514</b>	<b>1,944</b>	<b>232,477</b>	<b>1,107</b>		<b>233,584</b>	<b>30,100</b>
<b>Less:</b>										
Capital Purchases & Acquisitions	166,459	29,173	100	1,238	1,443	198,413	1,010		199,423	24,171
Borrowing Expense (Principal)	3,721	-	-			3,721			3,721	2,033
Transfer to Restricted Assets	25,008	-		550	1,503	27,061	190		27,251	20,438
	<b>195,188</b>	<b>29,173</b>	<b>100</b>	<b>1,788</b>	<b>2,946</b>	<b>229,195</b>	<b>1,200</b>		<b>230,395</b>	<b>46,642</b>
<b>NET BUDGET POSITION SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>167</b>		<b>167</b>	<b>(6,544)</b>

Camden Council

**Quarterly Budget Review Statement**  
for the period 01/01/20 to 31/03/20

ORD03

## INCOME & EXPENSE (BY ACTIVITY)

Recommended changes to revised budget

**Budget Variations being recommended include the following material items:**

Notes	Details
1	<b>Actively Managing Camden's Growth - Increase in Income</b> Increase in Section 7.11 Interest income (\$100K)
2	<b>Healthy Urban and Natural Environment - Increase in Income</b> Increase in Domestic Waste Management Interest income (\$90K), Community Recycling centres grant (\$200K), Communities Environment Program Grant (\$20k) and minor Variations (\$8K).
3	<b>An Enriched and Connected Community - Increase in Income</b> Additional Libraries Subsidy Grant (\$67k) and Libraries Local Priorities Grant (\$34k)
4	<b>Strong Local Leadership - Decrease in Income</b> Reduction in Interest income of (\$150k), lower than anticipated Financial Assistance Grant (\$34) and minor Variations (\$8K).
5	<b>Healthy Urban and Natural Environment - Increase in Expense</b> Community Recycling centres grant program (\$200K), Communities Environment Grant Program (\$20k), operational Waste service savings (\$46k) and minor Variations (\$15K).
6	<b>Effective and Sustainable Transport - Decrease in Expense</b> Savings in Road maintenance program transferred to Footpath renewal works (\$219k)
7	<b>An Enriched and Connected Community - Increase in Expense</b> Libraries Local Priorities Grant program (\$34k) and additional funding for Bushfire support (22k) and minor Variations (\$13K).
8	<b>Strong Local Leadership - Increase in Expense</b> Oran Park administration repair works (\$36k) and minor variations (\$8K)

Attachment 2

Attachment 2 **ORD03**

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20**CAPITAL BUDGET****BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

(\$000's)	Original Budget	Approved Changes				Revised Budget	Proposed Variations this Qtr	Notes	Projected Year End Result	Actual YTD
		Revotes	Other than by QBRS	Sep QBRS	Dec QBRS					
<b>Capital Expenditure</b>										
<b>New Assets</b>										
- Transport & Road Infrastructure	6,064	466		112	916	7,558	160	1	7,718	2,556
- Stormwater & Drainage	122					122	60	2	182	124
- Parks & Playgrounds	6,364	600		100	50	7,114	105	3	7,114	3,100
- Recreation & Community Facilities	4,654	7,060				11,714	75	4	11,819	3,054
- Plant & Equipment	130					130			205	-
- Council Properties	1,500	2,271				3,771	160	5	3,771	1,992
- Other						-			160	264
<b>New Assets (Works in Kind)</b>										
- Transport & Road Infrastructure	52,644					52,644			52,644	-
- Stormwater & Drainage	58,720					58,720			58,720	-
- Parks & Playgrounds	20,697					20,697			20,697	-
- Recreation & Community Facilities										-
<b>Renewal Assets (Replacement)</b>										
- Transport & Road Infrastructure	8,439	9,165	100	(87)		17,617	219	6	17,836	6,106
- Stormwater & Drainage	55	1,290				1,345	60	7	1,405	201
- Parks & Playgrounds	1,973	5,430		477		7,880	94	8	7,880	1,049
- Recreation & Community Facilities	1,322	139				1,461			1,555	142
- Plant & Equipment	1,224			724		1,948			1,948	1,560
- Council Properties	50	847				897			897	124
- Information Technology Upgrades	406	801		389		1,596	77	9	1,673	590
- Other	2,095	1,104				3,199			3,199	2,816
Loan Repayments (Principal)	493					493			493	493
<b>Total Capital Expenditure</b>	<b>166,952</b>	<b>29,173</b>	<b>100</b>	<b>1,238</b>	<b>1,443</b>	<b>198,906</b>	<b>1,010</b>		<b>199,916</b>	<b>24,171</b>

Camden Council  
 Quarterly Budget Review Statement  
 for the period 01/01/20 to 31/03/20

**CAPITAL BUDGET**

**BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

(\$000's)	Original Budget	Revotes	Approved Changes			Revised Budget	Proposed Variations this Qtr	Notes	Projected Year End Result	Actual YTD
			Other than by QBRs	Sep QBRs	Dec QBRs					
<b>Capital Funding</b>										
Rates & Other Untied Funding	7,427	4,027	13	285		11,752	324		12,076	4,294
Capital Grants & Contributions	10,691	8,151	112	1,158		20,162	474		20,636	711
Reserves:										
- External Restrictions	8,642	14,194	-	-		22,836	135		22,971	5,891
- Internal Restrictions	4,277	2,801	973	-		8,101	77		8,178	3,002
New Loans	3,000					3,000			3,000	
Receipts from Sale of Assets										
- Plant & Equipment	154		140			294			294	206
- Land & Buildings										
S7.11 Works in Kind Income (Non Cash)	63,861					63,861			63,861	
Infrastructure Dedicated under s80A	68,900					68,900			68,900	
<b>Total Capital Funding</b>	<b>166,952</b>	<b>29,173</b>	<b>100</b>	<b>1,238</b>	<b>1,443</b>	<b>198,906</b>	<b>1,010</b>		<b>199,916</b>	<b>14,104</b>
<b>NET CAPITAL FUNDING - SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>(10,067)</b>

Camden Council

**Quarterly Budget Review Statement**  
for the period 01/01/20 to 31/03/20

## CAPITAL BUDGET

Recommended changes to revised budget

**Budget Variations being recommended include the following material items:**

Notes	Details
1	<b>Transport &amp; Road Infrastructure (New Assets) - Increase in Expense</b> Leppington Precinct - Roads Design (\$160k).
2	<b>Stormwater &amp; Drainage (New Assets) - Increase in Expense</b> Leppington Precinct - Design Detention Basin (\$60k)
3	<b>Recreation &amp; Community Facilities (New Assets) - Increase in Expense</b> Camden Pool removal of trees in the installation of shade cover (\$105k).
4	<b>Plant &amp; Equipment (New Assets) - Increase in Expense</b> Waste Services Plant & Equipment (\$75k).
5	<b>Other (New Assets) - Increase in Expense</b> Leppington Precinct - Planning (\$160k).
6	<b>Transport &amp; Road Infrastructure (Renewal) - Increase in Expense</b> Additional Footpath renewal works (\$219k)
7	<b>Stormwater &amp; Drainage (Renewal) - Increase in Expense</b> Gross Pollutant Traps Review & Improvement Works (\$60k).
8	<b>Recreation &amp; Community Facilities (Renewal) - Increase in Expense</b> Upgrade of Auditorium Audio Visual Equipment at Camden Civic Centre (\$94k).
9	<b>Information Technology Upgrades (Renewal) - Increase in Expense</b> Optimise Accounts Payable Process (\$77k).

Camden Council  
**Quarterly Budget Review Statement**  
 for the period 01/01/20 to 31/03/20

**CASH & INVESTMENTS**

(\$'000's)	Opening Balance	Approved Changes				Revised Budget	Proposed Variations this Qtr	Projected Year End Result	Actual YTD
		Revotes	Other than by QBRS	Sep QBRS	Dec QBRS				
<b>Externally Restricted<sup>(1)</sup></b>									
Section 7.1.1 Developer Contributions	85,569	(12,802)	6,426	163	4,248	83,604	(120)	83,484	84,088
Infrastructure Loan (Lodges Road)	3,611	(1,450)				2,161		2,161	3,611
Domestic Waste Management	11,533	(1,585)		(127)		9,821	82	9,903	13,106
Specific Purpose Grants	5,134	(2,587)	532	(2,547)		532		532	2,171
Stormwater Management Levy	38	(9)		(22)		7		7	627
Other Restricted Contributions	19					19		19	19
<b>Total Externally Restricted</b>	<b>105,504</b>	<b>(16,985)</b>	<b>5,508</b>	<b>(2,533)</b>	<b>4,248</b>	<b>96,144</b>	<b>(38)</b>	<b>96,106</b>	<b>103,622</b>
(1) Funds that must be spent for a specific purpose									
<b>Internally Restricted<sup>(2)</sup></b>									
Asset Renewal Reserve	251	(89)	43			205		205	251
Camden Carparking	121					121		121	120
Capital Works Reserve*	3,471	(1,470)	(50)			1,951		1,951	2,932
Cemetery Improvements	723		154			877		877	723
Central Administration Building	150	(44)				215	(36)	179	238
Commercial Waste Management	381		154			535		535	589
Council Elections	221	(9)	124			345		345	345
Camden Regional Economic Taskforce	83	(89)							348
Deposits, retentions and bonds	14,197					14,197		14,197	15,791
Employee Leave Entitlements	1,990		378			2,368		2,368	2,610
Engineering Deposits	204		4			208		208	198
Expenditure Revotes	2,155	3,056	(5,211)						3,391
Family Day Care Reserve	49		9			58		58	49
Infrastructure Loan Repayment Reserve	2,200		(2,200)						
Plant Replacement Reserve	1,284	(42)				1,242	(8)	1,234	475
Public Appeals Reserve	36					36		36	36
Risk Management	318	(42)	31			307		307	318
Section 355 Management Committees	766					766		766	766
Stormwater Works (General Fund)	184					184	(60)	124	48
Technology Improvements Reserve	923	(436)	79	(264)		300	(77)	223	778
Technology Replacement Reserve	120		420	(300)		240		240	540
Water Savings Action Plan	116		7			123		123	140
Working Funds Surplus	706	(919)	(537)	200		(550)		(550)	436
Other	369	(43)	(50)			276	(22)	254	457
<b>Total Internally Restricted</b>	<b>31,018</b>	<b>11</b>	<b>(6,661)</b>	<b>(864)</b>	<b></b>	<b>24,004</b>	<b>(203)</b>	<b>23,801</b>	<b>31,579</b>
(2) Funds that Council has earmarked for a specific purpose									

Camden Council  
**Quarterly Budget Review Statement**  
 for the period 01/01/20 to 31/03/20

**CASH & INVESTMENTS**

BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020										
(\$'000's)	Opening Balance	Approved Changes			Revised Budget	Proposed Variations this Qtr	Projected Year-End Result	Actual YTD		
		Revotes	Other than by OBRs	Sep OBRs					Dec OBRs	Mar OBRs
Unrestricted (ie. available after the above Restrictions)	-	-	-	-	-	-	-	8,572	-	-
<b>Total Cash &amp; Investments</b>	<b>136,922</b>	<b>(16,972)</b>	<b>(1,159)</b>	<b>(2,897)</b>	<b>120,148</b>	<b>(241)</b>	<b>119,907</b>	<b>149,773</b>		

\* The uncommitted balance of the Capital Works Reserve will be \$983,247 if Council adopt the recommendation of this report  
 \* The uncommitted balance of the Asset Renewal Reserve will be \$204,427 if Council adopt the recommendation of this report.

**Cash & Investments Statement**

Investments have been invested in accordance with Council's Investment Policy.  
 The Cash at Bank amount for this period has been reconciled to Council's physical Bank Statements. The date of completion of this bank reconciliation is 31/03/20



Camden Council

**Quarterly Budget Review Statement**  
for the period 01/01/20 to 31/03/20

## CONTRACTS

### BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020

**Contracts Listing** - contracts entered into during the quarter

Contractor	Contract detail & purpose	Contract Value	Start Date	Duration of Contract	Budgeted Y/N
Greenplay Australia Pty Ltd	Construction of a Synthetic Football Field at Nott Oval, Narellan	\$ 2,407,320	01/03/20	7 months	Y

Notes:

1. Minimum reporting level is 1% of estimated income from continuing operations of Council or \$50,000 - whatever is the lesser.
2. Contracts listed are those entered into during the quarter being reported and exclude contractors on Council's Preferred Supplier list.
3. Contracts for employment are not required to be included.

ORD03

Camden Council

**Quarterly Budget Review Statement**  
for the period 01/01/20 to 31/03/20

## CONSULTANCY & LEGAL EXPENSES

### BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020

Expense	YTD Expenditure	Budgeted Y/N
Consultancies	553,477	Y
Legal Fees	982,754	Y

**Definition of a consultant:**

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by management. Generally it is the advisory nature of the work that differentiates a consultant from other contractors.

Attachment 2

Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20

## KEY PERFORMANCE INDICATORS

### BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020

(\$'000's)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	19/20	19/20	19/20	18/19	17/18

Graphs

NSW Local Government Industry Key Performance Indicators (OLG):

#### 1. Operating Performance

Operating Revenue (excl. Capital) - Operating Expenses	-3482	-3.12%	-2.99%	-13.55%	-2.74%
Operating Revenue (excl. Capital Grants & Contributions)	111513				

This ratio measures Council's achievement of containing operating expenditure within operating revenue.

Benchmark: > 0.00%

#### 2. Own Source Operating Revenue

Operating Revenue (excl. ALL Grants & Contributions)	103279	38.53%	38.44%	41.21%	33.38%
Total Operating Revenue (incl. Capital Grants & Cont)	268043				

This measures the degree of reliance on external funding sources such as operating grants & contributions

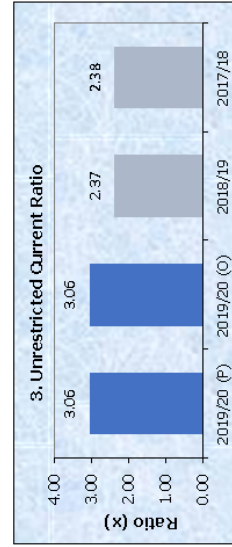
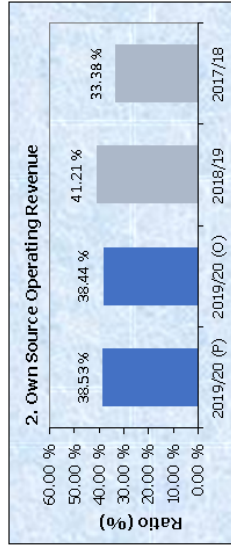
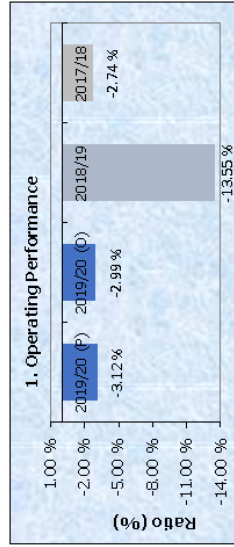
Benchmark: > 60.00%

#### 3. Unrestricted Current Ratio

Current Assets less all External Restrictions	43793	3.06	3.06	2.37	2.38
Current Liabilities less Specific Purpose Liabilities	14333				

The ability to meet short term financial obligations such as loans, payroll and leave entitlements.

Benchmark: > 1.5x



Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20

**KEY PERFORMANCE INDICATORS**

**BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

(\$'000 s)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	19/20	19/20	19/20	18/19	17/18

Graphs

NSW Local Government Industry Key Performance Indicators (OLG):

**4. Debt Service Cover Ratio**

Operating Result before Interest & Dep. exp (EBITDA)	16885	3.45	3.45	2.32	3.82
Principal Repayments + Borrowing Interest Costs	4896				

This ratio measures the availability of operating cash to service debt including interest, principal and lease payments.

Benchmark: > 2x

**5. Rates, Annual Charges, Interest & Extra Charges Outstanding**

Rates, Annual & Extra Charges Outstanding	2052	4.82 %	4.82 %	4.89 %	4.46 %
Rates, Annual & Extra Charges Collectible	42555				

To assess the impact of uncollected rates and annual charges on Council's liquidity.

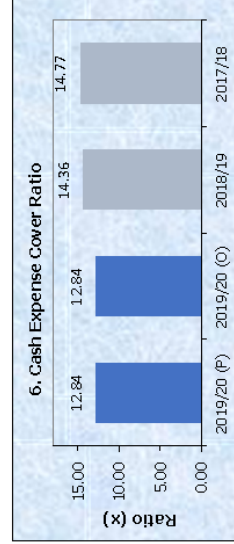
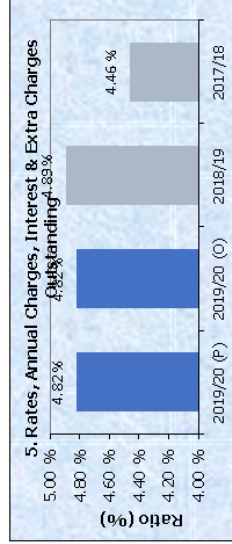
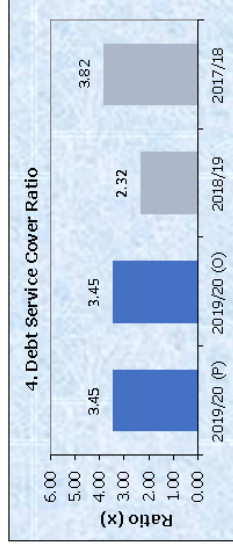
Benchmark: < 5% metro

**6. Cash Expense Cover Ratio**

Current Year's Cash & Cash Equivalents (incl. Term Deposits)	108873	12.84	12.84	14.36	14.77
Operating & financing activities Cash Flow payments	101745				

This liquidity ratio indicates the number of months a Council can continue paying for its immediate expenses without additional cash inflow.

Benchmark: > 3 mths



Camden Council

Quarterly Budget Review Statement  
for the period 01/01/20 to 31/03/20

## KEY PERFORMANCE INDICATORS

### BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020

(\$'000's)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	19/20	19/20	19/20	18/19	17/18

Graphs

NSW Local Government Infrastructure Asset Performance Indicators (OLG):

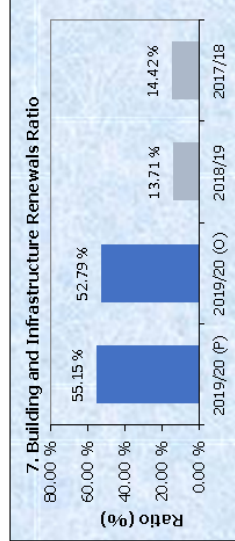
#### 7. Building and Infrastructure Renewals Ratio

Asset Renewals (Building, Infrastructure & Other Structures)	10479	55.15 %	52.79 %	13.71 %	14.42 %
Depreciation, Amortisation & Impairment	19000				

To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating.

Note: Depreciation is under review

Benchmark: >= 100.00%

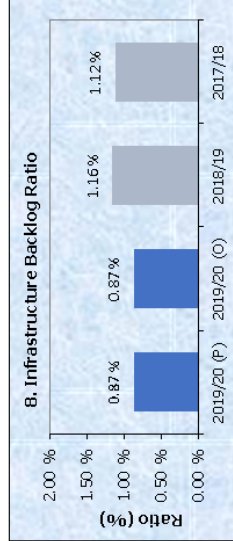


#### 8. Infrastructure Backlog Ratio

Estimated cost to bring Assets to a satisfactory condition	9315	0.87 %	0.87 %	1.16 %	1.12 %
Total value of Infrastructure, Building, Other Structures & depreciable Land Improvement Assets	1073720				

This ratio shows what proportion the backlog is against the total value of a Council's infrastructure.

Benchmark: < 2.00%

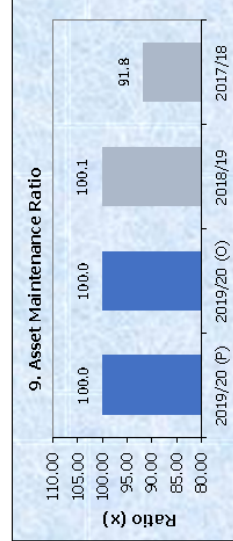


#### 9. Asset Maintenance Ratio

Actual Asset Maintenance	4913	100.00	100.00	100.13	91.78
Required Asset Maintenance	4913	100.00			

Compares actual vs. required annual asset maintenance. A ratio above 1.0 indicates Council is investing enough funds to stop the Infrastructure Backlog growing.

Benchmark: > 100%



Camden Council

**Quarterly Budget Review Statement**  
for the period 01/01/20 to 31/03/20

**KEY PERFORMANCE INDICATORS**

**BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2020**

(\$000 s)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	19/20	19/20	19/20	18/19	17/18

Graphs

NSW Local Government Infrastructure Asset Performance Indicators (OLG):

<b>10. Cost to bring assets to agreed service level</b>				
<i>Estimated cost to bring assets to an agreed service level set by Council</i>	9315	0.72 %	0.89 %	0.89 %
<i>Gross replacement cost</i>	1291787			

*This ratio provides a snapshot of the proportion of outstanding renewal works compared to the total value of assets under Council's care and stewardship.*

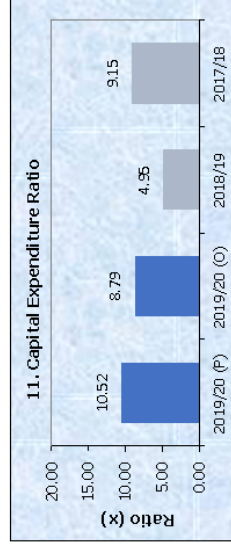
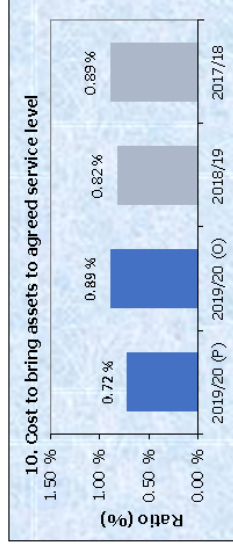
Benchmark has not been set by Office of Local Government

<b>11. Capital Expenditure Ratio</b>				
<i>Annual Capital Expenditure</i>	199919	10.52	8.79	4.95
<i>Annual Depreciation</i>	19000			9.15

To assess the extent to which a Council is expanding its asset base through capital expenditure on both new assets and the replacement and renewal of existing assets.

Note: Depreciation is under review

Benchmark: > 1





**Investment Summary Report  
May 2020**

**Camden Council**  
Executive Summary - May 2020



**Investment Holdings**

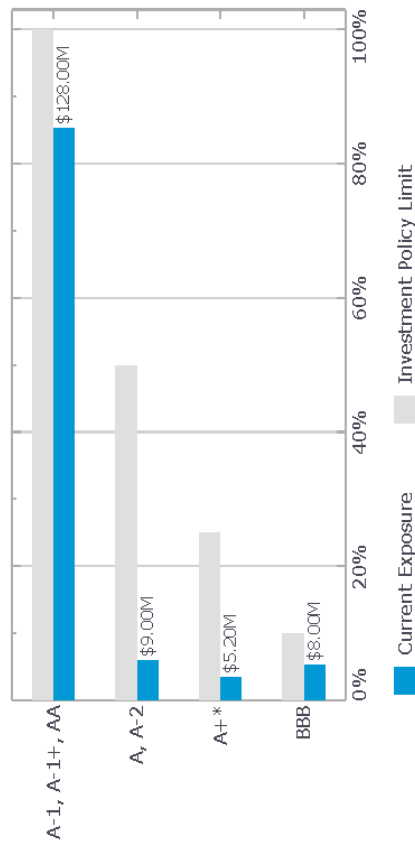
	Amount (\$)	Current Yield (%)
Cash	6,000,000.00	0.55
Term Deposit	144,200,000.00	1.97
	<b>150,200,000.00</b>	

**Term to Maturity**

	Amount (\$)	Policy Max
Between 0 and 1 Year	119,000,000	79% 100% ▼
Between 1 and 3 Years	19,500,000	13% 60% ▼
Between 3 and 5 Years	11,700,000	8% 30% ▼
	<b>150,200,000</b>	

Percentages in this report may not add up to 100% due to rounding

**Total Credit Exposure**



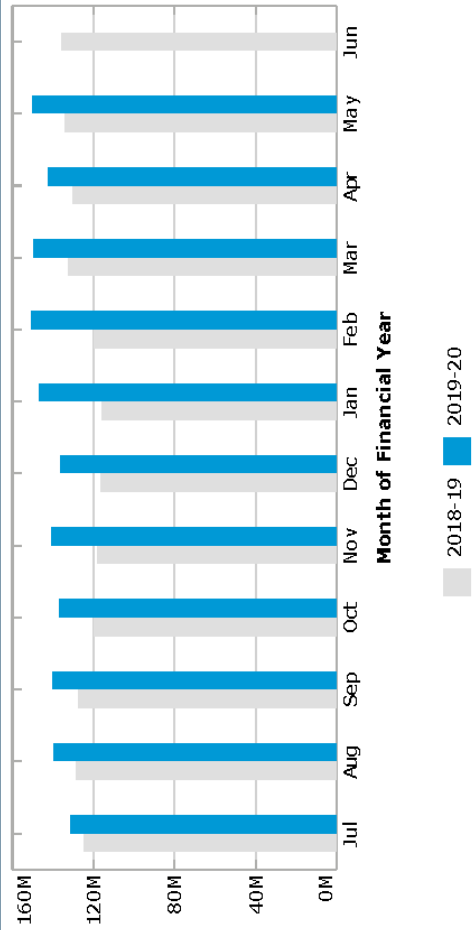
\*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 25% of the total portfolio

**Sources of Funds**

	Amount (\$)
Section 7.11 Developer Contributions	93,816,021
Restricted Grant Income	3,797,522
Externally Restricted Reserves	17,249,400
Internally Restricted Reserves	16,548,039
Camden Regional Economic Taskforce	176,000
General Fund	18,613,018
<b>Total Funds Invested</b>	<b>150,200,000</b>

Council's investment portfolio has increased by \$7.5m since the April reporting period. The increase primarily relates to the fourth rates instalment for the 2019/20 financial year received in the May period.

**Investment Portfolio Balance**



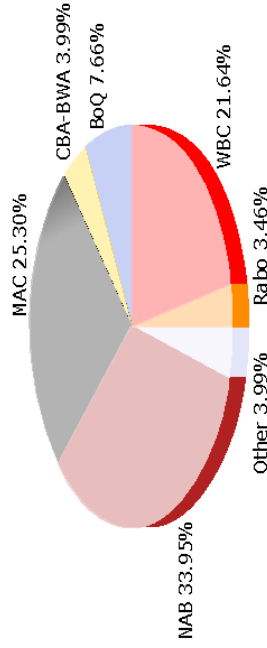
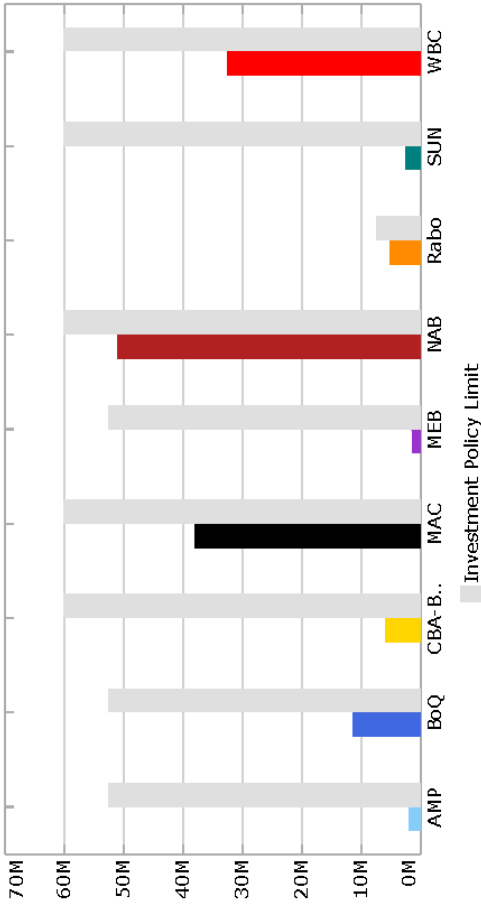




Individual Institutional Exposures

Parent Group	Exposure (\$M)	Credit Rating	Policy Limit	Actual	Capacity
AMP Bank	2.00M	A-2, BBB+	35.00%	1.33%	50.57M
Bank of Queensland	11.50M	A-2, BBB+	35.00%	7.66%	41.07M
Commonwealth Bank of Australia	6.00M	A-1+, AA-	40.00%	3.99%	54.08M
Macquarie Bank	38.00M	A-1, A+	40.00%	25.30%	22.08M
Members Equity Bank	1.50M	A-2, BBB	35.00%	1.00%	51.07M
National Australia Bank	51.00M	A-1+, AA-	40.00%	33.95%	9.08M
Rabobank Aus (Foreign Sub)	5.20M	A-1*, A+*	5.00%	3.46%	2.31M
Suncorp Bank	2.50M	A-1, A+	40.00%	1.66%	57.58M
Westpac Group	32.50M	A-1+, AA-	40.00%	21.64%	27.58M
	<b>150.20M</b>				

Individual Institutional Exposure Charts



\*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 5% of the total portfolio in any single entity

Council's portfolio is within its individual institutional investment policy limits.  
 Council's portfolio is within its term to maturity investment policy limits.  
 Council's portfolio complies with the NSW Ministerial Investment Order.



**Camden Council**  
Performance Summary - May 2020

**Interest Summary**

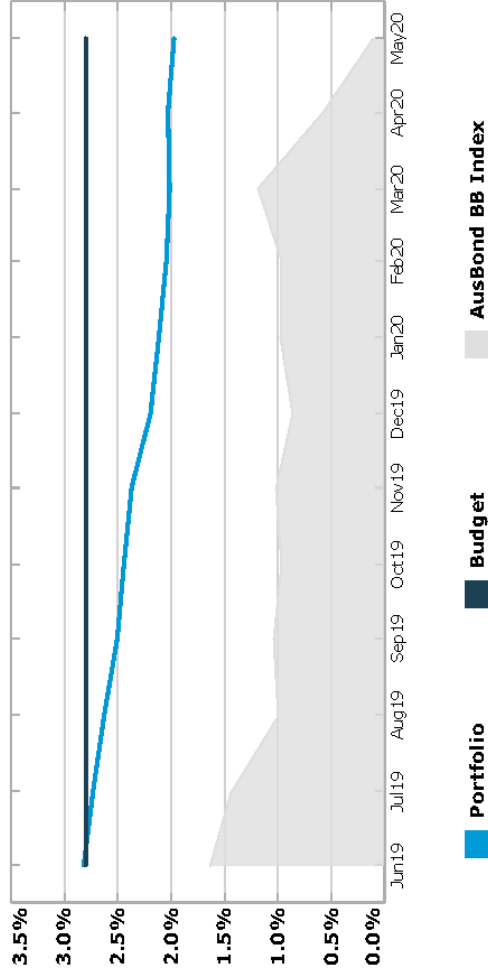
Interest Summary as of May 2020	
Number of Investments	92
Average Days to Maturity	277
Weighted Portfolio Yield	1.97%
CBA Call Account	0.55%
Highest Rate	3.80%
Lowest Rate	0.95%
Budget Rate	2.80%
Average BBSW (30 Day)	0.09%
Average BBSW (90 Day)	0.10%
Average BBSW (180 Day)	0.16%
Official Cash Rate	0.25%
AusBond Bank Bill Index	0.10%

**Interest Received During the 2019/2020 Financial Year**

	May	Cumulative	Original Budget	* Revised Budget
General Fund	\$94,869	\$812,719	\$1,450,000	\$1,050,000
Restricted	\$144,609	\$2,101,144	\$1,800,000	\$2,150,000
<b>Total</b>	<b>\$239,478</b>	<b>\$2,913,863</b>	<b>\$3,250,000</b>	<b>\$3,200,000</b>

\*The Revised Budget is reviewed on a quarterly basis as part of the Budget Process

**Investment Performance**



**Historical Performance Summary**

	Portfolio	AusBond BB Index	Outperformance
May 2020	1.97%	0.10%	1.87%
Last 3 Months	2.01%	0.62%	1.39%
Last 6 Months	2.06%	0.77%	1.29%
Financial Year to Date	2.28%	0.91%	1.37%
Last 12 months	2.33%	0.97%	1.36%

**Investment Performance**

Council's portfolio returned 1.97%pa on a weighted average yield basis during May. This compares favourably with the Ausbond Bank Bill Index's return of 0.10% pa for the month.



## Camden Council Investment Holdings Report - May 2020

<b>Cash Accounts</b>										
Amount (\$)	Current Yield	Institution	Credit Rating	Amount (\$)	Deal No.	Reference				
6,000,000.00	0.55%	Commonwealth Bank of Australia	A-1+	6,000,000.00	535548					
<b>6,000,000.00</b>				<b>6,000,000.00</b>						
<b>Term Deposits</b>										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
1-Jun-20	2,000,000.00	1.67%	Westpac Group	A-1+	26-Nov-19	2,017,203.29	538823	17,203.29	At Maturity	3292
3-Jun-20	1,500,000.00	1.65%	Macquarie Bank	A-1	31-Jan-20	1,508,272.60	539405	8,272.60	At Maturity	3319
8-Jun-20	2,000,000.00	1.66%	Westpac Group	A-1+	28-Nov-19	2,016,918.36	538845	16,918.36	At Maturity	3295
10-Jun-20	2,000,000.00	1.66%	Westpac Group	A-1+	28-Nov-19	2,016,918.36	538846	16,918.36	At Maturity	3296
15-Jun-20	1,500,000.00	1.65%	Westpac Group	A-1+	29-Nov-19	1,512,544.52	538851	12,544.52	At Maturity	3297
15-Jun-20	2,000,000.00	1.65%	Macquarie Bank	A-1	5-Dec-19	2,016,183.56	538889	16,183.56	At Maturity	3298
17-Jun-20	2,000,000.00	1.65%	Macquarie Bank	A-1	5-Dec-19	2,016,183.56	538890	16,183.56	At Maturity	3299
17-Jun-20	1,500,000.00	1.56%	National Australia Bank	A-1+	9-Dec-19	1,511,219.18	538892	11,219.18	At Maturity	3301
19-Jun-20	2,000,000.00	1.65%	Macquarie Bank	A-1	5-Dec-19	2,016,183.56	538891	16,183.56	At Maturity	3300
22-Jun-20	2,000,000.00	1.71%	Westpac Group	A-1+	13-Dec-19	2,016,022.47	538903	16,022.47	At Maturity	3302
22-Jun-20	2,000,000.00	1.66%	Westpac Group	A-1+	20-Dec-19	2,014,917.26	538988	14,917.26	At Maturity	3303
24-Jun-20	2,500,000.00	1.72%	Westpac Group	A-1+	23-Dec-19	2,518,967.12	538994	18,967.12	At Maturity	3304
29-Jun-20	1,500,000.00	1.59%	National Australia Bank	A-1+	6-Jan-20	1,509,605.34	538998	9,605.34	At Maturity	3306
1-Jul-20	1,500,000.00	1.95%	National Australia Bank	A-1+	1-Jul-19	1,526,926.03	538107	26,926.03	At Maturity	3243
1-Jul-20	3,000,000.00	1.70%	Macquarie Bank	A-1	7-Apr-20	3,007,684.93	539617	7,684.93	At Maturity	3341
6-Jul-20	1,500,000.00	1.60%	National Australia Bank	A-1+	6-Jan-20	1,509,665.75	538999	9,665.75	At Maturity	3307
8-Jul-20	1,500,000.00	1.60%	National Australia Bank	A-1+	8-Jan-20	1,509,534.25	539011	9,534.25	At Maturity	3308
13-Jul-20	2,000,000.00	1.60%	National Australia Bank	A-1+	10-Jan-20	2,012,536.99	539082	12,536.99	At Maturity	3309
15-Jul-20	2,000,000.00	1.60%	National Australia Bank	A-1+	10-Jan-20	2,012,536.99	539083	12,536.99	At Maturity	3310
20-Jul-20	1,000,000.00	1.60%	National Australia Bank	A-1+	13-Jan-20	1,006,136.99	539102	6,136.99	At Maturity	3311
22-Jul-20	1,500,000.00	1.69%	Westpac Group	A-1+	24-Jan-20	1,508,959.32	539203	8,959.32	At Maturity	3315

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## Attachment 1



### Camden Council

#### Investment Holdings Report - May 2020

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
27-Jul-20	1,500,000.00	1.55%	National Australia Bank	A-1+	30-Jan-20	1,507,834.93	539399	7,834.93	At Maturity	3318
29-Jul-20	1,500,000.00	1.85%	ME Bank	A-2	29-Jul-19	1,523,416.44	538340	23,416.44	At Maturity	3250
29-Jul-20	1,000,000.00	1.64%	Westpac Group	A-1+	3-Feb-20	1,005,346.85	539420	5,346.85	At Maturity	3321
3-Aug-20	1,500,000.00	1.66%	Westpac Group	A-1+	15-Jan-20	1,509,414.25	539171	9,414.25	At Maturity	3312
3-Aug-20	3,000,000.00	1.30%	Macquarie Bank	A-1	1-May-20	3,003,312.33	539726	3,312.33	At Maturity	3345
5-Aug-20	2,000,000.00	1.55%	National Australia Bank	A-1+	5-Feb-20	2,009,936.99	539429	9,936.99	At Maturity	3322
10-Aug-20	1,500,000.00	1.55%	National Australia Bank	A-1+	13-Feb-20	1,506,943.15	539455	6,943.15	At Maturity	3324
13-Aug-20	1,500,000.00	1.55%	National Australia Bank	A-1+	17-Feb-20	1,506,688.36	539460	6,688.36	At Maturity	3325
17-Aug-20	1,500,000.00	1.55%	National Australia Bank	A-1+	19-Feb-20	1,506,560.96	539465	6,560.96	At Maturity	3326
19-Aug-20	1,000,000.00	1.61%	National Australia Bank	A-1+	19-Aug-19	1,012,659.45	538397	12,659.45	At Maturity	3258
24-Aug-20	1,000,000.00	1.55%	National Australia Bank	A-1+	20-Feb-20	1,004,331.51	539476	4,331.51	At Maturity	3328
26-Aug-20	1,500,000.00	1.52%	National Australia Bank	A-1+	24-Feb-20	1,506,121.64	539481	6,121.64	At Maturity	3329
31-Aug-20	2,000,000.00	1.51%	National Australia Bank	A-1+	26-Feb-20	2,007,943.01	539487	7,943.01	At Maturity	3330
2-Sep-20	2,000,000.00	1.65%	Macquarie Bank	A-1	28-Feb-20	2,008,498.63	539495	8,498.63	At Maturity	3331
7-Sep-20	1,500,000.00	1.71%	Macquarie Bank	A-1	6-Mar-20	1,506,110.94	539542	6,110.94	At Maturity	3334
9-Sep-20	1,500,000.00	1.70%	Macquarie Bank	A-1	6-Mar-20	1,506,078.08	539549	6,078.08	At Maturity	3335
14-Sep-20	1,000,000.00	1.74%	Suncorp Bank	A-1	18-Mar-20	1,003,575.34	539584	3,575.34	At Maturity	3339
16-Sep-20	1,500,000.00	1.66%	Suncorp Bank	A-1	1-Apr-20	1,504,161.37	539608	4,161.37	At Maturity	3340
21-Sep-20	2,000,000.00	1.55%	Macquarie Bank	A-1	20-Feb-20	2,008,663.01	539477	8,663.01	At Maturity	3327
23-Sep-20	1,500,000.00	1.65%	Macquarie Bank	A-1	16-Apr-20	1,503,119.18	539625	3,119.18	At Maturity	3343
28-Sep-20	1,000,000.00	1.75%	Macquarie Bank	A-1	9-Apr-20	1,002,541.10	539620	2,541.10	At Maturity	3342
30-Sep-20	1,500,000.00	1.25%	Macquarie Bank	A-1	6-May-20	1,501,335.62	539733	1,335.62	At Maturity	3346
30-Sep-20	4,000,000.00	1.00%	Macquarie Bank	A-1	20-May-20	4,001,315.07	539811	1,315.07	At Maturity	3355
6-Oct-20	1,500,000.00	1.25%	Macquarie Bank	A-1	6-May-20	1,501,335.62	539734	1,335.62	At Maturity	3347
7-Oct-20	1,500,000.00	1.00%	National Australia Bank	A-1+	8-May-20	1,500,986.30	539739	986.30	At Maturity	3348
12-Oct-20	2,000,000.00	1.64%	Westpac Group	A-1+	26-Nov-19	2,016,894.25	538822	16,894.25	At Maturity	3293



## Camden Council Investment Holdings Report - May 2020

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
12-Oct-20	1,000,000.00	1.00%	National Australia Bank	A-1+	8-May-20	1,000,657.53	539740	657.53	At Maturity	3349
14-Oct-20	1,500,000.00	1.00%	National Australia Bank	A-1+	11-May-20	1,500,863.01	539743	863.01	At Maturity	3350
19-Oct-20	1,500,000.00	1.02%	National Australia Bank	A-1+	15-May-20	1,500,712.60	539750	712.60	At Maturity	3351
21-Oct-20	1,500,000.00	0.95%	National Australia Bank	A-1+	18-May-20	1,500,546.58	539753	546.58	At Maturity	3352
26-Oct-20	1,500,000.00	0.96%	National Australia Bank	A-1+	18-May-20	1,500,552.33	539754	552.33	At Maturity	3353
28-Oct-20	1,000,000.00	1.00%	National Australia Bank	A-1+	19-May-20	1,000,356.16	539807	356.16	At Maturity	3354
2-Nov-20	1,500,000.00	1.00%	National Australia Bank	A-1+	22-May-20	1,500,410.96	539833	410.96	At Maturity	3356
4-Nov-20	1,500,000.00	0.97%	National Australia Bank	A-1+	27-May-20	1,500,199.32	539844	199.32	At Maturity	3357
9-Nov-20	1,500,000.00	0.97%	National Australia Bank	A-1+	27-May-20	1,500,199.32	539845	199.32	At Maturity	3358
11-Nov-20	1,000,000.00	0.97%	National Australia Bank	A-1+	27-May-20	1,000,132.88	539846	132.88	At Maturity	3359
16-Nov-20	1,500,000.00	0.96%	National Australia Bank	A-1+	28-May-20	1,500,157.81	539851	157.81	At Maturity	3360
30-Nov-20	2,000,000.00	1.60%	Macquarie Bank	A-1	28-Feb-20	2,008,241.10	539494	8,241.10	At Maturity	3332
30-Nov-20	1,000,000.00	1.40%	Westpac Group	A-1+	28-Apr-20	1,001,304.11	539669	1,304.11	At Maturity	3344
9-Dec-20	1,000,000.00	1.70%	Macquarie Bank	A-1	12-Mar-20	1,003,772.60	539569	3,772.60	At Maturity	3336
14-Dec-20	2,000,000.00	1.70%	Macquarie Bank	A-1	12-Mar-20	2,007,545.21	539570	7,545.21	At Maturity	3337
16-Dec-20	1,000,000.00	1.66%	Macquarie Bank	A-1	18-Mar-20	1,003,402.83	539583	3,402.83	At Maturity	3338
18-Jan-21	2,000,000.00	2.15%	AMP Bank	A-2	15-Jul-19	2,037,934.25	538210	37,934.25	Annually	3247
27-Jan-21	2,000,000.00	1.52%	National Australia Bank	A-1+	24-Jan-20	2,010,744.11	539204	10,744.11	At Maturity	3316
1-Feb-21	1,000,000.00	1.67%	Westpac Group	A-1+	7-Feb-20	1,005,261.64	539439	5,261.64	At Maturity	3323
15-Mar-21	1,000,000.00	3.60%	Bank of Queensland	A-2	15-Mar-17	1,007,594.52	535484	7,594.52	Annually	2958
29-Mar-21	1,500,000.00	2.65%	Bank of Queensland	A-2	29-Mar-19	1,506,860.96	537758	6,860.96	Annually	3201
7-Apr-21	1,000,000.00	3.50%	Bank of Queensland	A-2	3-Apr-17	1,005,657.53	535486	5,657.53	Annually	2963
17-May-21	1,000,000.00	3.10%	Westpac Group	A-1+	16-May-17	1,001,189.04	535544	1,189.04	Quarterly	2975
23-Jun-21	1,500,000.00	2.05%	Bank of Queensland	BBB+	26-Jun-19	1,528,728.08	538081	28,728.08	Annually	3241
3-Aug-21	1,000,000.00	1.90%	Bank of Queensland	BBB+	2-Aug-19	1,015,824.66	538357	15,824.66	Annually	3252
1-Feb-22	1,000,000.00	3.60%	Westpac Group	AA-	1-Feb-17	1,003,057.53	535538	3,057.53	Quarterly	2936

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## Attachment 1



### Camden Council

#### Investment Holdings Report - May 2020

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
2-Feb-22	1,500,000.00	3.57%	Westpac Group	AA-	2-Feb-17	1,504,107.95	535539	4,107.95	Quarterly	2937
10-Feb-22	1,000,000.00	3.56%	Westpac Group	AA-	10-Feb-17	1,002,048.22	535540	2,048.22	Quarterly	2938
15-Feb-22	1,500,000.00	3.75%	Bank of Queensland	BBB+	15-Feb-17	1,516,181.51	535547	16,181.51	Annually	2939
22-Feb-22	2,000,000.00	3.64%	Westpac Group	AA-	22-Feb-17	2,001,994.52	535541	1,994.52	Quarterly	2940
28-Feb-22	1,000,000.00	3.75%	Bank of Queensland	BBB+	27-Feb-17	1,009,760.27	535483	9,760.27	Annually	2946
28-Feb-22	1,000,000.00	3.55%	Westpac Group	AA-	28-Feb-17	1,000,389.04	535542	389.04	Quarterly	2950
1-Mar-22	1,000,000.00	3.58%	Westpac Group	AA-	1-Mar-17	1,008,925.48	535543	8,925.48	Quarterly	2952
2-Mar-22	2,000,000.00	1.40%	Macquarie Bank	A+	3-Mar-20	2,006,904.11	539519	6,904.11	Annually	3333
3-Mar-22	1,000,000.00	3.60%	Westpac Group	AA-	3-Mar-17	1,008,876.71	535545	8,876.71	Quarterly	2954
9-Mar-22	1,000,000.00	3.61%	Westpac Group	AA-	9-Mar-17	1,008,307.95	535546	8,307.95	Quarterly	2956
23-Mar-22	500,000.00	3.80%	Bank of Queensland	BBB+	23-Mar-17	503,643.84	535485	3,643.84	Annually	2960
4-May-22	1,000,000.00	3.60%	Bank of Queensland	BBB+	8-May-17	1,002,367.12	535487	2,367.12	Annually	2971
27-Jun-22	1,500,000.00	2.10%	Bank of Queensland	BBB+	26-Jun-19	1,529,428.77	538082	29,428.77	Annually	3242
11-Dec-23	2,000,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	2,028,479.45	537431	28,479.45	Annually	3070
18-Dec-23	4,500,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	4,564,078.77	537432	64,078.77	Annually	3071
3-Jan-24	2,000,000.00	3.40%	Rabobank Australia	A+*	4-Jan-19	2,027,386.30	537443	27,386.30	Annually	3173
28-Feb-24	1,000,000.00	3.20%	Rabobank Australia	A+*	28-Feb-19	1,008,241.10	537586	8,241.10	Annually	3189
4-Mar-24	1,200,000.00	3.20%	Rabobank Australia	A+*	4-Mar-19	1,209,363.29	537601	9,363.29	Annually	3192
28-Mar-24	1,000,000.00	3.00%	Rabobank Australia	A+*	29-Mar-19	1,005,178.08	537765	5,178.08	Annually	3200
	<b>144,200,000.00</b>					<b>145,057,813.96</b>		<b>857,813.96</b>		

# Camden Lakeside Planning Agreement

Camden Council

SH Camden Lakeside Pty Ltd (as trustee for the SH Camden Lakeside Unit Trust)

Draft



Level 7, 151 Clarence Street  
Sydney NSW 2000  
Australia

T +61 2 8289 5800  
F +61 2 9247 1315  
Ref 3402173

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**Draft**

**ORD05**

**Attachment 1**

# Planning Agreement

Dated

## Parties

1. **Camden Council** ABN 31 117 341 764 of 70 Central Avenue Oran Park, NSW 2570 (**the Council**)
2. **SH Camden Lakeside Pty Ltd** ABN 41 137 331 394 of 68 Waterloo Road Macquarie Park NSW 2113 as trustee for SH Camden Lakeside Unit Trust (ABN 21 048 234 393) (**the Developer**)

## Background

- A. The Developer is the owner of the Land.
- B. The Developer proposes to carry out the Development.
- C. The Developer proposes to apply to modify any Existing Development Consents in relation to the Development so as to replace the existing section 7.11 conditions on those Development Consents with a condition requiring compliance with this Agreement.
- D. The Developer proposes to apply for one or more further Development Consents in relation to the Development.
- E. The Parties agree that the Development Contributions required under this Agreement are a suitable replacement for the obligations imposed by the existing section 7.11 conditions in any Existing Development Consents and for section 7.11 or section 7.12 conditions that might otherwise be imposed under one or more further Development Consents for the Development.
- F. The Developer proposes to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement if any Existing Development Consents are modified and the DCP Amendment is made.
- G. The Developer is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

## Operative provisions

### Part 1 — Preliminary

#### 1. Defined meanings

---

Words used in this Agreement and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this Agreement.

## 2. Application of this Agreement

---

This Agreement applies to:

- (a) the Land; and
- (b) the Development.

## 3. Commencement of this Agreement

---

### 3.1 Commencement

This Agreement commences when it has been executed by all of the Parties.

### 3.2 Notification

The Party who executes this Agreement last is to notify the other Parties once it has done so and promptly provide them with a copy of the fully executed version of this Agreement.

### 3.3 Date of this Agreement

The date of this Agreement is taken to be the date specified in clause 3.1.

### 3.4 Numbers of lots, etc

- (a) Nothing in this Agreement shall be taken to require the Developer who has physically commenced the Development to produce any particular number of Final Lots or Contribution Lots, and for the avoidance of doubt this Agreement does not apply to any Contribution Lots created on the Land in excess of the 550 Contribution Lots anticipated as part of the Development.
- (b) Nothing in this Agreement shall be taken to require the Developer to carry out or complete works in relation to any Precinct before or after the carrying out or completion of works in relation to another Precinct.
- (c) Nothing in this clause 3.4 shall be taken to exempt the Developer from the obligation to comply with the provisions of this Agreement.

## 4. Further Agreements Relating to this Agreement

- (a) The Parties may, at any time, enter into such other agreements or arrangements relating to the subject-matter of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- (b) An agreement or arrangement referred to in clause 4(a) is not to be inconsistent with this Agreement.

**Note:** This clause 4 is not intended to prevent amendment of this Agreement as authorised under the Act.

## 5. Surrender of right of appeal, etc.

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A Party is not to commence or maintain, or cause to be commenced or maintained, any proceedings in a court involving an appeal against, or questioning the validity of, a

Development Consent relating to the Development or an approval under s 4.55 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the validity of this Agreement or a condition of the Development Consent that requires this Agreement to be entered into and/or performed according to the terms of this Agreement.

## **6. Application of s7.11, s7.12 and s7.24 of the Act to the Development**

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### **6.1 Local infrastructure contributions**

This Agreement excludes the application of s 7.11 and s 7.12 of the Act to the Development.

### **6.2 Special infrastructure contributions**

This Agreement does not exclude the application of s 7.24 of the Act to the Development.

## **Part 2 — Development Contributions**

## **7. Commencement of Development Contributions**

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### **7.1 Obligation to make Development Contributions**

The Developer is under no obligation to make the Development Contributions in accordance with this Agreement and clause 6 of this Agreement will not apply unless:

- (a) all of any Existing Development Consents are modified such that they contain no condition under either section 7.11 or section 7.12 of the Act but rather a condition requiring this Agreement to be entered into prior to the issuing of the first Subdivision Certificate for the respective developments; and
- (b) the DCP Amendment is made.

### **7.2 Acknowledgement**

The Developer acknowledges that Council will not modify the Existing Development Consents in the manner referred to in clause 7.1(a) unless and until the DCP Amendment is made.

## **8. Provision of Development Contributions**

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### **8.1 Making**

- (a) The Developer is to make Development Contributions in accordance with this Agreement to the reasonable satisfaction of the Council.
- (b) Schedule 1 has effect in relation to Development Contributions to be made by the Developer under this Agreement in accordance with its terms. Nothing in Schedule 1 prevents the Developer from electing to make a Development Contribution prior to the time it is required to do so, except that any land to be dedicated to Council under this Agreement must not be dedicated unless any Work required on that land has been completed and accepted by Council in accordance with this Agreement.

## 8.2 Variation

The Developer and the Council may agree in writing to vary the Developer's obligations to make Development Contributions under this Agreement if the Council considers that the public interest would be better served by making the variation having regard to town planning conditions prevailing at the time of the variation.

## 8.3 Application

- (a) The Council is to apply each Development Contribution made by the Developer under this Agreement (if the making of the contribution involves money or a transfer of ownership to the Council) towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- (b) Despite clause 8.3(a), the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified having regard to town planning conditions prevailing at the time.

## 8.4 Restriction on the issue of Certificates

- (a) For the purposes of section 6.7 of the Act, a Subdivision Certificate must not be issued for any part of the Development unless Security has been provided to the Council in accordance with clause 23.
- (b) For the purposes of section 6.15(1)(d) of the Act a Subdivision Certificate for any part of the Development must not be issued unless:
  - (i) things required to be performed or completed under this Agreement prior to the issue of the Subdivision Certificate have been performed or completed; and
  - (ii) Council has confirmed in writing that the relevant Subdivision Plan includes and properly identifies any land required to be dedicated on the registration of that plan in accordance with this Agreement.
- (c) The Council:
  - (i) must promptly respond to any written request by the Developer for the confirmation referred to in clause 8.4(b)(ii); and
  - (ii) must not unreasonably withhold such confirmation.

## 9. Procedures relating to payment of monetary Development Contributions

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### 9.1 When made

- (a) A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the 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.
- (b) The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.

## 9.2 Indexation

- (a) Monetary Development Contributions are to be indexed quarterly in accordance with movements in the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician from the date of this Agreement until the date of payment.
- (b) For the avoidance of doubt, Monetary Development Contributions will not be decreased in accordance with clause 9.2(a).

## 10. Procedures relating to the dedication of land

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### 10.1 When made

- (a) A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when either:
  - (i) a deposited plan is registered in the register of plans held at Land Registry Services that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*,
  - (ii) the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered, or
  - (iii) the Council is given evidence that a transfer has been effected by means of electronic lodgement through Property Exchange Australia Ltd or another ELNO.
- (b) For the purposes of clause 10.1(a)(ii) or clause 10.1(a)(iii):
  - (i) the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,
  - (ii) if Council is satisfied (acting reasonably) that any Work required on the land is complete, the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from the Developer,
  - (iii) the Developer is to lodge the instrument of transfer for registration at the Land Registry Services within 7 days of receiving it from the Council duly executed, and
  - (iv) the Developer and the Council are to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

### 10.2 Costs

The Developer is responsible for all of the costs of dedication of land as referred to in this clause 10 and is to reimburse the Council for any reasonable costs it has or will incur, on demand.

### 10.3 Where Works are required on the land

If this Agreement requires the Developer to dedicate land to Council on which the Developer is required to carry out a Work under this Agreement, the Developer is to give Council the instrument of transfer of the land under clause 10.1(a)(ii) no later than the time

specified in Column 4 of Schedule 1, or such later period as agreed between Council and the Developer, after the Work is taken to have been completed in accordance with this Agreement.

#### 10.4 Estates, interests, etc

- (a) Land that is dedicated to the Council in accordance with this Agreement is required to be free of all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land except as otherwise agreed between the Council and the Developer (the Council not being able to unreasonably withhold its agreement).
- (b) For avoidance of doubt, clause 10.4(a) does not apply in relation to encumbrances or affectations that are statutory rights that exist or arise under legislation which are of a type which the Developer or owner of the land cannot prevent from affecting the land and in respect of which no action can be taken by the Developer or owner of land, provided that the Developer notifies the Council of the existence of any such encumbrances or affectations at least 30 days prior to the dedication of the land.
- (c) Immediately before dedicating land to the Council in accordance with this Agreement, the Developer is to provide the Council with evidence that no land tax, charges or other debts is or are payable in connection with the land.

### 11. Carrying out of Work

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#### 11.1 When made

A Development Contribution comprising the carrying out of Work is made for the purposes of this Agreement on Works Completion.

#### 11.2 Approvals, development consents, etc

- (a) Except as otherwise specifically provided by this Agreement, any Work that is required to be carried out by the Developer under this Agreement is to be carried out in accordance with:
  - (i) any relevant Development Consent,
  - (ii) any other applicable law,
  - (iii) an appropriate quality monitoring system as agreed between the Council and the Developer.

#### 11.3 Concept Design

- (a) The Developer is to prepare a design to a standard required for the assessment of a Development Application (**Concept Design** in relation to Contribution Items 1-5). A Concept Design must conform with the reasonable specification and/or reasonable preliminary drawings supplied to the Developer by Council.
- (b) The Developer must provide the Concept Design to Council prior to lodging a Development Application for the relevant Work, or any other application or request for Approval to carry out the relevant Work.
- (c) On submission of the Concept Design, the Developer must also submit an Elemental Cost Plan prepared by a suitably qualified and experienced quantity surveyor or another suitably qualified expert (such as a landscape architect in

relation to landscaping costs). The cost plan is to include preliminaries, overheads and margin, expressed as a percentage, below the construction total.

- (d) The Council must, within 40 Business Days of receiving the Concept Design, give the Developer notice whether the Concept Design is approved or not approved, giving reasons in the case of not being approved.
- (e) At any time prior to Council confirming in writing its approval of the Concept Design, it may require changes to the design, provided that change:
  - (i) is consistent with the nature and extent of the Contribution Item set out in Schedule 1;
  - (ii) is reasonable, in relation to the design and specifications, having regard to the Contribution Value for the Work; and
  - (iii) is otherwise reasonable.
- (f) The Developer must promptly amend the Detailed Design to take into account the comments made by Council in accordance with this clause 11.3.
- (g) Any approval of the Concept Design in accordance with this clause 11.3 does not constitute the grant of a Development Consent, Construction Certificate or any other building certification under the Act.
- (h) The Developer must not lodge a Development Application, or any application for an Approval, for any Work required under this Agreement until Council has confirmed in writing its approval of the Concept Design.
- (i) The Council must not unreasonably withhold its confirmation under clause 11.3(h).
- (j) If Council fails to provide a response to the final Concept Design submitted by the Developer within the time frame required in clause 11.3(d), the Developer may lodge a Development Application or application for an Approval for the Work based on the Concept Design submitted to Council, notwithstanding clause 11.3(h).
- (k) If the Concept Design is not approved the Council must identify the further information, or modifications, (as the case may be) which are reasonably required.

#### 11.4 Detailed Design

- (a) The Developer is to prepare a design prepared to a standard required for the assessment of a Construction Certificate (**Detailed Design**) for all Development Contributions comprising the carrying out of Work that conforms with the approved Concept Design and, where applicable, the conditions of any Development Consent or Approval for the Work.
- (b) The Detailed Design must be submitted to Council prior to any application for a Construction Certificate for the Work, or prior to commencement of construction.
- (c) Where applicable the Detailed Design must be prepared after having received input from specialist consultants experienced in the design of similar type assets.
- (d) The Council must, within 40 Business Days of receiving the Detailed Design, give the Developer notice whether the Detailed Design is approved or not approved, giving reasons in the case of not being approved (and the Council must act reasonably in making this decision).
- (e) At any time prior to Council confirming in writing its approval of the Detailed Design, it may require changes to the design or specification.



- (f) The Developer must promptly amend the Detailed Design to take into account the reasonable comments made by Council in accordance with this clause.
- (g) Any approval of the Detailed Design in accordance with this clause 11.4 does not constitute the grant of a Development Consent, Construction Certificate or any other building certification under the Act.
- (h) The Developer must not lodge a Construction Certificate application for, or commence any, Work required under this Agreement until Council has confirmed in writing its approval of the Detailed Design.
- (i) If the Detailed Design is not approved the Council must identify the further information, or modifications, (as the case may be) which are reasonably required.

#### 11.5 Remediation

- (a) The Developer must, at its Cost, carry out any Remediation of the land to be dedicated to Council under this Agreement if such Remediation is required under:
  - (i) the *Contaminated Land Management Act 1997*;
  - (ii) any Remediation Action Plan; or
  - (iii) and any other legislation relating to the Remediation.
- (b) Prior to the dedication of any land to Council, the Developer must:
  - (i) provide to Council a Site Audit Report or, as the case may be, a preliminary investigation report prepared by a Site Auditor, confirming that the land is suitable for its intended purpose; and
  - (ii) satisfy any conditions in the Site Auditor's statement, including any measures required to be implemented to ensure any ongoing monitoring obligations.

## 12. Reporting on Work

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### 12.1 Progress reports

Subject to this clause, the Developer is to submit to the Council a written report on the progress of the carrying out of Work required to be carried out by the Developer under this Agreement on an annual basis and date agreed with the Council.

### 12.2 When reports are not required

A report does not need to be submitted under clause 12.1:

- (a) before the date the Development is physically commenced on the Developer's land (which date must be notified by the Developer to Council within 14 days of commencement);
- (b) following the expiry of the Defects Liability Period and Maintenance Period for the Work.

### 13. Access to land

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#### 13.1 The Developer's obligation

The Developer is to take such steps as are necessary to enable the Council, its officers, employees, agents and contractors to enter its land or any other land controlled by the Developer at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.

#### 13.2 The Council's obligation

The Council is to take such steps as are necessary to enable the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carrying out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

### 14. Protection of people and property

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The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work it is required to carry out that:

- (a) all necessary measures are taken to protect people and property, and
- (b) unnecessary interference with the passage of people and vehicles is avoided, and
- (c) nuisances and unreasonable noise and disturbances are prevented.

### 15. Protection of public utilities and services

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Except as authorised in writing by the Council, the Developer is not to obstruct or damage any road, footpath, drain or watercourse or other public utility or service on or near land on which Work is or is to be carried out by the Developer and is to remove immediately and at its own cost any such obstruction and make good any damage caused as a consequence of the obstruction.

### 16. Damage and repairs to Work

---

The Developer, at its own cost, is to repair and make good to the reasonable satisfaction of the Council any loss or damage to a Work it is required to carry out from any cause whatsoever which occurs before Works Completion. This does not apply to the extent that the loss or damage occurs as a consequence of a negligent or intentional act or omission of the Council.

### 17. Variation of Work

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#### 17.1 Variation by agreement

- (a) Once the Detailed Design of a Work has been approved by Council under clause 11.4 of this Agreement, the Detailed Design for the Work is not to be varied unless:
  - (i) the Council and the Developer agree in writing to the variation, and

- (ii) any consent or approval required under the Act or any other law to the variation is first obtained.
- (b) The Council must not unreasonably withhold its agreement to a variation.
- (c) For the purposes of clause 17.1(a), a variation to the Detailed Design may relate to any matter in relation to the Works that is dealt with by this Agreement.

#### 17.2 Variation by the Council

- (a) Council may, acting reasonably having regard to the Contribution Value for the Work, direct the Developer, in writing, to:
  - (i) vary a Work; or
  - (ii) carry out additional works which the Council considers are necessary in order for the Work to operate effectively.
- (b) If a Construction Certificate has been issued for the Work and the variation directed by the Council under clause 17.2(a) causes the cost of the Work to exceed the Contribution Value for the Work, Council is liable to pay to the Developer an amount equal to the cost of the Work minus the Contribution Value for the Work.
- (c) If a Construction Certificate has been issued for the Work and the cost of the Work, without the variation, exceeds the Contribution Value for the Work, Council is liable to pay to the Developer an amount equal only to the increase in the costs of completing a Work, which results only from the variation directed by the Council under clause 17.2(a).
- (d) For the avoidance of doubt, the Council is not liable to pay the costs of the variation if:
  - (i) a Construction Certificate has not been issued for the Work; and
  - (ii) the Council complies with clause 17.2(a).
- (e) Council shall pay the amounts referred to in clause 17.2(b) and clause 17.2(c) to the Developer after the Work or additional works are complete, and within 28 days of receipt of:
  - (i) a tax invoice for the amount claimed by the Developer; and
  - (ii) documentation which demonstrates to Council's reasonable satisfaction, the increase in costs as a result of the variation directed by the Council, or the costs of any additional works directed by the Council.
- (f) For the purposes of calculating the cost of the Work and the costs of any variation directed by Council under this clause 17.2, the Developer must appoint a suitably qualified quantity surveyor, or another suitably qualified expert (such as landscape architect in relation to the cost of landscaping), to Council's satisfaction (acting reasonably) and provide all relevant documentation required to determine the amounts.

#### 17.3 General

For the avoidance of doubt, a variation to a Work under this clause does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement.

## 18. Procedures relating to the completion of Work

---

- (a) Work is completed for the purposes of this Agreement when the Council at the request of the Developer gives a notice to the Developer to that effect. The Council, acting reasonably, must either give the notice or refuse to give the notice.
- (b) If a completed Work is located on land owned by the Council, the Council accepts responsibility for the Work on Works Completion.
- (c) In relation to other Works, the Council accepts responsibility for the Work on the dedication to the Council of the land on which the Work is located.
- (d) For the avoidance of doubt, the Developer is responsible for the maintenance, care and delivery of each Work prior to Council accepting responsibility for the Work under this clause 18.

## 19. Procedures relating to the rectification of defects and Maintenance

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- (a) During the Defects Liability Period for any Work, the Council may, acting reasonably, give the Developer one or more Rectification Notices.
- (b) Subject to clause 26 and clause 27, the Developer is to comply with a Rectification Notice at its own cost and to the reasonable satisfaction of the Council.
- (c) The Developer is to Maintain each Work required to be provided under this Agreement during the Maintenance Period.
- (d) If the Developer breaches clause 19(b) or clause 19(c), the Council may have the relevant defect rectified or Maintain the Work and may recover its reasonable costs of so doing by calling on any Security provided under clause 23.2 or against the Developer as a debt due in a court of competent jurisdiction.

## 20. Failure to carry out Work

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### 20.1 Giving of a notice

- (a) If the Council reasonably considers that the Developer is in breach of any obligation under this Agreement relating to a Work, including compliance with a Rectification Notice, the Council may give the Developer a written notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- (b) A notice given under clause 20.1(a) is to allow the Developer a period of not less than 28 days to rectify the breach or such further period as the Council considers reasonable in the circumstances.

### 20.2 Step-in rights for the Council

- (a) The Council may carry out and complete the Work the subject of a notice under clause 20.1(a) if the Developer fails to comply with the notice to the Council's reasonable satisfaction.
- (b) The Developer is to do all things reasonably necessary to enable the Council to exercise its rights under clause 20.2(a).
- (c) If, following the exercise by the Council of its rights under clause 20.2(a), the Council incurs a cost in carrying out, completing or rectifying a defect in a Work

resulting from non-compliance by the Developer with this Agreement that is not met by calling-up the Security, the Council may recover the cost from the Developer in a court of competent jurisdiction.

- (d) For the purpose of clause 20.2(c), the Council's costs of carrying out, completing or rectifying a defect in a Work are the Council's reasonable costs including, but not limited to:
- (i) the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - (ii) all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
  - (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

## 21. Works Completion requirements

No later than 28 days after a Work is taken to have been completed in accordance with this Agreement, the Developer is to submit to the Council the following:

- (a) a full works-as-executed plan in respect of the Work;
- (b) any warranties or operation manuals associated with any products used in the carrying out of the Work; and
- (c) copies of the relevant documentation associated with quality monitoring during the carrying out of the Work.

## Part 3 — Other Provisions

### 22. Indemnity and Insurance

#### 22.1 Indemnity

The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with a negligent act or omission of the Developer in carrying out any Work or the performance of any other obligation under this Agreement.

#### 22.2 Insurance

- (a) Before the physical commencement of a Work required to be carried out by the Developer, the Developer is to take out and keep current to the reasonable satisfaction of the Council the following insurances in relation to the Work up until the Work is taken to have been completed in accordance with this Agreement:
  - (i) contract works insurance, noting the Council as an interested party, for the full replacement value of a Work (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Work,

- (ii) public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
  - (iii) workers compensation insurance as required by law, and
  - (iv) any other insurance required by law.
- (b) If the Developer fails to comply with clause 22.2(a), the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- (i) by calling upon the Security provided by the Developer to the Council under this Agreement, or
  - (ii) recovery as a debt due in a court of competent jurisdiction
- (c) Prior to commencing the carrying out of any Work and whenever requested in writing by the Council, the Developer is to provide to the Council satisfactory written evidence of all of the insurances specified in clause 22.2(a).

### **23. Provision of Monetary Security for Development Contributions**

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#### **23.1 Definitions**

In this clause 23, **The Security** means a Bank Guarantee required under clause 23.2.

#### **23.2 Provision of The Security**

Prior to the issue of the first Subdivision Certificate for the Development, the Developer must provide to Council a Bank Guarantee in the amount of \$1,454,770 as security against the delivery of Contributions Items 1-5.

#### **23.3 Indexation**

- (a) The amount of The Security is to be indexed annually in accordance with increases in the Consumer Price Index (All Groups - Sydney) published by the Australian Bureau of Statistics.
- (b) Subject to clause 23.4(c), the Developer is to ensure that Security held by the Council at all times equals the amount of The Security so indexed.

#### **23.4 Rollover, replacement and reduction**

- (a) The Council and the Developer may agree to roll-over any unused Security or unused part of a Security for a different purpose under this Agreement than the purpose for which the Security was originally given.
- (b) The Developer may at any time provide the Council with a replacement Security and, in such case, the Council is to release and return to the Developer, as directed, the Security it holds that has been replaced.
- (c) Notwithstanding the required value of the Security under clause 23.2
  - (i) the Security must, at the request of the Developer, be reduced to a value that is equivalent to the Contribution Values (as indexed in accordance with

clause 23.3(a)) for the each of the Contribution Items 1-5 that have not been made; and

- (ii) if such a request is made, the Council must take all steps that are reasonably necessary to assist in this regard (including, if requested by the Developer, the return of a previously provided Bank Guarantee on its replacement with a new Bank Guarantee for the reduced value).

### 23.5 Release

The Council is to release and return the Security or any unused part of it to the Developer within 14 days after the Developer has fully complied with its obligations under this Deed to make Development Contribution Items 1-5.

### 23.6 Calling-up

- (a) Subject to clause 23.6(b), the Council may call-up the Security if it considers, acting reasonably, that the Developer has not complied with any of its obligations under this Agreement to deliver the Contribution Items 1-5, including rectify any defect in such a Work or Maintain such a Work.
- (b) The Council is not to call-up a Security unless it has given the Developer not less than 14 days written notice of its intention to do so and the Developer has not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.
- (c) If the Council calls-up a Security, it may only use the amount paid to it in satisfaction of any reasonable costs incurred by it in remedying the non-compliance including but not limited to:
  - (i) the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - (ii) all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
  - (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's non-compliance.
- (d) If the Council makes a claim under the Security, or calls up the Security, in accordance with this clause 23.6 the Developer must provide a replacement Bank Guarantee for an amount which makes whole the amount required in relation to the relevant Bank Guarantee to the Council within 20 Business Days of receiving notice from the Council that the claim has been made..
- (e) Despite clause 23.6(d), the amount required in relation to the relevant Bank Guarantee does not include the Contribution Value for any Contribution Item (as would otherwise be calculated under clause 23.4(c)(i)) where that Contribution Item:
  - (i) has either:
    - (A) been the subject of the expenditure of the Security under clause 23.6(c); or
    - (B) has been the subject of the exercise of step-in rights under clause 20.2; and
  - (ii) the Council has determined that it no longer needs to be made by the Developer because of that expenditure or exercise of step-in rights.

- (f) The Council must not act unreasonably in deciding, on request by the Developer, when and whether to make a determination under clause 23.6(e)(ii).
- (g) For avoidance of doubt, clause 23.6(e) does not affect the operation of clause 20.2(c).

#### 23.7 Disputes

The dispute resolution provisions of this Agreement do not apply to a matter the subject of this clause 23.

#### 23.8 Security does not limit obligations

The provision of the Security does not:

- (a) relieve the Developer from any of its obligations under any other provision of this Agreement (other than in relation to the making of a Contribution Item when a determination has been made by the Council under clause 23.6(e)(ii)); or
- (b) limit the right of the Council to recover from the Developer in full all money payable to the Council under this Agreement, including without limitation, reasonable interest on any such amounts or reasonable compensation for damages or losses incurred by the Council.

### 24. Security for deferral of time for completion of Works

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- 24.1 The Developer may request in writing that the Council agree to defer the time specified in Column 4 of Schedule 1 (or agreed under clause 8.2) for the completion or provision of a Development Contribution.
- 24.2 If the Developer makes a request under clause 24.1, the Council may, but is not obliged to agree to the request.
- 24.3 If the Council agrees to such a request:
  - (a) the Developer must provide a Security to the Council as determined by the Council in an amount equal to the cost of providing or the value of the Development Contribution plus a contingency of 15%;
  - (b) the Security shall be taken to form part of the Security required under clause 23; and
  - (c) the time taken for the completion of the Development Contribution is taken to be extended in accordance with the request.

### 25. Enforcement in a court of competent jurisdiction

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- (a) Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- (b) For the avoidance of doubt, 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, or



- (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.

## 26. Dispute Resolution — expert determination

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### 26.1 Application

This clause 26 applies to:

- (a) a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert; and
- (b) any dispute as to whether the dispute referred to in 26.1(a) can be determined by an appropriately qualified expert

### 26.2 Dispute as to susceptibility to expert determination

A dispute referred to in clause 26.1(b) is to be determined in accordance with clauses 26.3 prior to any attempt to determine the substantive issue under this clause.

### 26.3 Procedure

- (a) A dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (b) If a notice is given under this clause 26.3, the Parties are to meet within 14 days of the notice, or resolution of dispute under clause 26.2, in an attempt to resolve the dispute.
- (c) If the dispute is not resolved within a further 28 days, the dispute must be determined by expert determination.
- (d) The expert determination shall be performed by an independent and appropriately qualified expert agreed by the Parties. If an expert is not agreed and appointed within five days from the date of referral of the dispute to expert determination, the expert shall be appointed by the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter).
- (e) The Parties agree that the expert determination will be conducted in accordance with and subject to The Institute of Arbitrators & Mediators Australia Expert Determination Rules. Any variation or amendment to those rules must be agreed in writing by the Parties.
- (f) Unless otherwise determined by the expert, each Party will pay its own costs incurred in connection with the expert determination together with the relevant proportion of the expert's fees and hearing allocation costs.
- (g) The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

## 27. Dispute resolution — mediation

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### 27.1 Application

This clause applies to any dispute under this Agreement other than a dispute to which clause 26 applies.

### 27.2 Procedure

- (a) Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (b) If a notice is given under clause 27.2(a), the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- (c) If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- (d) If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

## 28. Registration

### 28.1 Agreement to register

- (a) The Parties agree to register this Agreement on the title to the Land.
- (b) The Developer must obtain the consent of the persons specified in s 7.6(1) of the Act to registration of this Agreement on its land and to cause this Agreement to be registered on the title to that land or so much of that land as is possible having regard to its obligation under this clause.
- (c) Council is to do such things as are reasonably necessary to enable registration to occur.

### 28.2 Procedure

- (a) Within 30 days of commencement of this Agreement, the Developer is to provide the Council with the following documents to enable registration of this Agreement:
  - (i) an instrument requesting registration of this Agreement on the title to its land in registrable form duly executed by the Developer, and
  - (ii) the written irrevocable consent of each person referred to in s 7.6(1) of the Act to that registration.
- (b) Within 5 days of Council providing the executed instrument requesting registration to the Developer, the Developer must lodge the instrument for registration.
- (c) The Developer must do all things reasonably necessary to procure the registration of the Agreement, including promptly complying with any requisitions that may be raised by NSW Land Registry Services.

- (d) The Developer must notify the Council immediately following registration of this Agreement and forward a copy of the registered dealing to Council.
- (e) The Developer must pay the Council's reasonable costs associated with registering this Agreement upon receipt of a notice from Council as to the amount of those costs.

### 28.3 Removal of registration—Final Lots

The Parties agree that the registration of the Agreement will be removed from the title to any Final Lot, provided either:

- (a) the Developer has complied with all obligations to deliver the Development Contributions required prior to the creation of that Final Lot; or
- (b) Security has been accepted by the Council in relation to any such Development Contributions under clause 24,

and the Council is to do such things as are reasonably necessary as requested by the Developer to facilitate the lodging and grant of a request for the registration of this Agreement to be removed from the title to that Final Lot.

### 28.4 Removal of registration

The Council is to promptly agree to a request by the Developer for the lodging of a request for the registration of this Agreement to be removed from the title of any part of the Land once the Developer has made all of the Development Contributions required of it under this Agreement that relate to the part of the Land the subject of the Developer's request.

### 28.5 Removal of registration—termination

The Parties are to agree to the lodging of a request for the registration of this Agreement to be removed from the titles to any part of the Land if this Agreement is terminated.

## 29. Compulsory acquisition

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### 29.1 Agreement under the Just Terms Act

- (a) In the event that the Developer does not dedicate land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre acquisition procedure under the Just Terms Act.
- (b) Council must only acquire land pursuant to clause 29.1(a) if to do so is reasonable, having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Agreement.
- (c) Clause 29.1(a) constitutes an agreement for the purposes of s 30 of the Just Terms Act.

### 29.2 Reimbursement for compensation

If, as a result of the acquisition referred to in clause 29.1(a), the Council must pay compensation to any person other than the Developer, the Developer must reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.

### 29.3 Encumbrances and affectations

- (a) Except as otherwise agreed between the Council and the Developer, the Developer must ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges), on both the date that the Developer is liable to transfer that land to the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- (b) Notwithstanding clause 29.3(a), if, despite having used its best endeavours, the Developer cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.
- (c) For avoidance of doubt, clause 29.3(b) does not apply in relation encumbrances or affectations that are statutory rights that exist or arise under legislation which are of a type which the Developer or owner of the land cannot prevent from affecting the land and in respect of which no action can be taken by the Developer or owner of land, provided that the Developer notifies the Council of the existence of any such encumbrances or affectations at least 30 days prior to the dedication of the land.

### 29.4 General

- (a) 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 Land.
- (b) The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 29, including without limitation:
  - (i) signing any documents or forms;
  - (ii) giving land owner's consent for lodgement of any Development Application;
  - (iii) producing certificates of title to the Registrar-General under the Real Property Act; and
  - (iv) paying the Council's reasonable costs arising under this clause 29.

## 30. Assignment, sale of land, etc

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### 30.1 Transfer and sale of the Land

- (a) Unless the matters specified in clause 30.1(b) are satisfied, the Developer is not to do any of the following:
  - (i) if the Developer is the owner of the land, to sell or transfer the land (other than a Final Lot) to any person, or
  - (ii) assign the Developer's rights or obligations under this Agreement, or novate this Agreement, to any person.
- (b) The matters required to be satisfied for the purposes of clause 30.1 are as follows:

- (i) the Developer has, at no cost to the Council, first procured the execution by the assignee, transferee or novatee, of a deed generally in accordance with the Novation Deed satisfactory to the Council, and
- (ii) the Developer has also executed that deed, and
- (iii) the Council, by notice in writing to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the assignee, transferee or novatee, is reasonably capable of performing its obligations under that deed, and
- (iv) the Developer is not in breach of this Agreement; and
- (v) the Council otherwise consents to the sale, transfer, assignment or novation.

### 30.2 Consent not required

- (a) Clause 30.1 does not apply in relation to any sale or transfer of any land if this Agreement is registered on the title of that land at the time of the sale.
- (b) If the Developer sells or transfers land in accordance with clause 30.1 or when clause 30.2(a) applies is thereafter no longer bound by this Agreement in respect of the land sold or transferred and is released from all future obligations imposed by this Agreement that arise after the sale or transfer in respect of the land. Clause 30.1 does not apply in relation to any sale or transfer of any Service Lot, provided that any Development Contributions required in relation to the given lot have been made.

### 30.3 Land may be used for finance, sales contracts may be exchanged and agreements for lease entered into

- (a) This clause 30.3 takes precedence over the other provisions of clause 30.
- (b) For the avoidance of doubt:
  - (i) If this Agreement is registered on title, the Developer may mortgage, charge, encumber and/or grant a security interest (however defined or described) over or in respect of all or any of the Developer's right, powers, title, benefit and/or interest in, to, under or derived from the Land, this Agreement and/or any other asset or property of the Developer to or in favour of any financier or creditor of the Developer (or to or in favour of any agent or trustee of or for any such financier or creditor); and
  - (ii) the Developer may enter into any agreement to sell, transfer, lease or option which, if exercised, may result in the formation of an agreement to sell, transfer or lease any Final Lot or Service Lot provided such agreement does not require the Developer to breach any provision of this clause.

## 31. Variations to Contribution Items and Staging

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### 31.1 Variation to Contribution Items

- (a) The Developer may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.
- (b) The Council may, in its absolute discretion agree to a variation of the Contribution Items, provided that the variation does not result in the sum of the Contribution

Values of all Contribution Items falling below the sum of the Contributions Values of all Contribution Items as at the date of this Agreement and the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.

**31.2 Variation to staging**

- (a) The Developer may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- (b) The Council must act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.

**31.3 Variation to monetary contributions**

The Landowner may request, and the Council may, in its absolute discretion, agree to a variation to some or all monetary Development Contributions, provided for under Contribution Item 20 such that the contributions are not linked to the number of Final Lots developed on the Land.

- (a) If a variation is made to the Contribution Items or staging pursuant to this clause 31, then Schedule 1 will be deemed to be amended to include the varied Contribution Items and their Contribution Values and their staging.
- (b) A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause 31 does not require a variation to this Agreement.

**32. Review of this Agreement**

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**32.1 General**

- (a) The Parties are to review this Agreement if the Developer notifies the Council or the Council notifies the Developer that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement, or the Council notifies the Developer that it considers that circumstances exist that justify the review.
- (b) For the purposes of clause 32.1(a), the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- (c) For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 32.1(b), the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.

**32.2 New agreement if current agreement becomes unenforceable**

If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

**32.3 No dispute**

A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 32.1 is not a dispute for the purposes of clauses 26 and 27 and is not a breach of this Agreement.

### 33. Termination

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#### 33.1 General

A Party may terminate this Agreement by giving 42 days written notice to the other Party only if all of the following circumstances exist:

- (a) any Existing Development Consents have not been modified as described in clause 7.1(a);
- (b) this Agreement has commenced prior to the DCP Amendment being made;
- (c) the DCP Amendment has not been made within 12 months of the date of this Agreement;
- (d) the Party seeking to terminate this Agreement gives the other Party notice of its opinion, which must have been reasonably formed, that the DCP Amendment is unlikely to be made;
- (e) at least one calendar month has elapsed since the date of the notice referred to in clause 33.1(d); and
- (f) the DCP Amendment has not been made.

#### 33.2 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

### 34. Joint and several obligations and benefits

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#### 34.1 General

- (a) An agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- (b) For avoidance of doubt when more than one person is bound by this Agreement as the Developer a reference to the Developer in this Agreement is a reference to all the persons who comprise the Developer, jointly and severally.

#### 34.2 Special provision—exercise of rights by the Developer

- (a) Where more than one person is bound by this Agreement as the Developer any right that is capable of being exercised by the Developer under this Agreement may only be exercised by those persons jointly and each person who is a Developer may, at its absolute discretion, decline to exercise such a right.
- (b) Clause 34.2(a) does not apply to a right that may be exercised by:
  - (i) a Developer; or
  - (ii) two or more persons who are each a Developer (but not all persons who are a Developer) acting jointly,
 without any prejudice to the other persons who are a Developer.

- (c) The provisions of clause 34.2(a) and clause 34.2(b) have effect subject to:
- (i) any written agreement between the Developer parties concerned (which may be in the form of a deed under clause 30.1(b)(i)); and
  - (ii) clause 26 and clause 27.

This clause 34.2 does not prevent the Council from taking action or seeking injunctive relief against any person who is a Developer under this Agreement in respect of any breach of this Agreement.

## 35. Notices

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### 35.1 Form

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,
- (b) faxed to that Party at its fax number, or
- (c) emailed to that Party at its email address.

### 35.2 Address

Such address, fax number or email address is as specified below in this provision or most recently notified by the recipient to the sender under clause 35.3.

- (a) Addresses for notices:

#### **Council**

Camden Council  
70 Central Avenue  
Oran Park NSW 2570  
Fax: (02) 4654 7777

Email: [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)

#### **The Developer**

SH Camden Lakeside Pty Ltd (as trustee for the SH Camden Lakeside Unit Trust)  
68 Waterloo Road  
Macquarie Park NSW 2113

Fax: (02) 8817 4801

Email: [Reception.Sydney@sekisuihouse.com.au](mailto:Reception.Sydney@sekisuihouse.com.au)

### 35.3 Change of details

If a Party gives the other Party 3 business days notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address, fax number or email address.



**35.4 Deemed service**

Any notice, consent, information, application or request is to be treated as given or made if it is:

- (a) delivered, when it is left at the relevant address,
- (b) sent by post, 2 business days after it is posted,
- (c) 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, or
- (d) sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

**35.5 After hours service**

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, or the period referred to in clause 35.4(d) expires on a day that is not a business day, or if on a business day, after 5pm on that day, it is to be treated as having been given or made at 9am on the next business day.

**36. Approvals and consent**

- (a) 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.
- (b) A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

**37. Costs**

- (a) The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing, stamping and registering this Agreement, and any document related to this Agreement, including the costs of obtaining any legal advice relating to this Agreement, within 7 days of a written demand by the Council for such payment. The Parties agree that all costs that have been disclosed by the Council to them prior to the date of execution of this Agreement are deemed to be reasonable.
- (b) The Developer is also to pay to the Council the Council's reasonable costs of enforcing a breach of this Agreement in relation to that Party within 7 days of a written demand by the Council for such payment.

**38. Entire agreement**

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- (b) 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.

**39. Further acts**

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

**40. Governing law and jurisdiction**

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

**41. No fetter**

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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.

**42. Representations and warranties**

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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.

**43. Severability**

- (a) 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.
- (b) 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.

**44. Modification**

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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.

**45. Waiver**

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- (a) 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.

- (b) 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.
- (c) 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.

## 46. GST

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### 46.1 Definitions

In this clause:

**GST** has the meaning given by the GST Law.

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

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

### 46.2 If GST is payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Developer must pay the GST Amount or pay to the Council an amount equal to the GST Amount, whichever is appropriate in the circumstances.

### 46.3 Amounts GST exclusive

All prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST, unless otherwise expressly stated.

### 46.4 No merger

This clause continues to apply after expiration or termination of this Agreement.

## 47. Explanatory note relating to this Agreement

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- (a) The explanatory note required by clause 25E of the Regulation is set out in the annexure to this Agreement.
- (b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the explanatory note is not to be used to assist in construing this Planning Agreement.

## 48. Definitions and interpretation

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48.1 In this Agreement the following definitions apply:

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

**Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.

**Approval** in relation to Work means all necessary consents or approvals as required by law in order to carry out the Work and includes any assessment or decision made by a determining authority under or in accordance with Part 5 of the Act.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) an Australian bank, non-bank-financial institution, or insurance company subject to prudential supervision by the Australian Prudential Regulatory Authority and has a credit rating of "A" or above (as assessed by Standard and Poors) or "A2" or above (as assessed by Moody's Investors Service) or "A" or above (as assessed by Fitch Ratings); or
- (b) any other financial institution approved by the Council in its absolute discretion.

**Construction Certificate** has the same meaning as in the Act and includes a Subdivision Works Certificate within the meaning of Part 6 of the Act.

**Contribution Item** means an item specified or described in Column 1 of Schedule 1.

**Contribution Lot** means a Final Lot that is created for the purposes of being occupied by a dwelling.

**Contribution Value** means the contribution value for a Work set out in column 5 of Schedule 1 (being the parties' estimate of the costs of carrying out all necessary works, preparatory works or associated activities to produce the Work excluding bulk earthworks, remediation, services relocation and repair work, but including design, obtaining Approvals and survey costs).

**DCP Amendment** means amendment of the *Camden Development Control Plan 2019* such that the capacity of the Land is increased from 380 to 550 dwellings.

**Defects Liability Period** means for all Development Contributions comprising the carrying out of a Work, the period commencing on the date the Council accepts responsibility for the Work under clause 18 and ending 12 months after that date.

**Development** means development of the Land for urban purposes, involving subdivision and dwelling construction/use to accommodate up to 550 dwellings, associated non residential development and infrastructure including the development subject to the Existing Development Consents, but does not include any future subdivision of a Final Lot or dual occupancy or secondary dwelling development on a Final Lot (except where the Council otherwise agrees, such agreement is not to be unreasonably withheld).

**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, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the provision of Public Infrastructure or another public purpose.

**ELNO** has the meaning given to that term in the Participation Rules.

**Existing Development Consents** means any Development Consents granted as a consequence of the determination of the following development applications:

- (a) DA 2019/536/1;

(b) DA 2018/969/1,

as modified from time to time.

**Final Lot** means a lot which is not intended to be further subdivided (by any means including strata subdivision) for the purposes of the Development, but does not include

(a) a Service Lot; or

(b) common property within the meaning of the *Strata Schemes Development Act 2015*.

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

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

**Just Terms Act** means the *Land Acquisition (Just Terms Compensation) Act 1991*.

**Land** means Lot 70 DP 1261166.

Note: This land is shown in sheet 1 of Schedule 2 by a perforated blue line identified by the label 'denotes land subject to VPA'.

**Land Dedication Plan** means the drawing shown in Sheet 5 in Schedule 2.

**Maintain** means keep in a good state of repair and working order, and includes repair of any damage to the Work and care and replacement (if required) of any landscaping or vegetation.

**Maintenance Period** means a period of 12 months from the date the Council accepts responsibility for a Work in accordance with clause 18.

**Novation Deed** means the draft deed in Schedule 3.

**Open Space and Embellishment Plan** means the drawing shown in Sheet 3 in Schedule 2.

**Participation Rules** means the participation rules as determined by the *Electronic Conveyancing National Law* (NSW).

**Party** means a party to this agreement, including their assigns and a person bound by the Agreement under section 7.6(3) of the Act.

**Precinct** means a precinct shown on the Precinct Plan.

**Precinct Plan** means the drawing shown in Sheet 2 in Schedule 1.

**Rectification Notice** means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

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

**Relevant Precinct** means the Precinct in which a Contribution Item is to be located.

**Remediation** has the same meaning as in the *Contaminated Land Management Act 1997* (NSW).

**Remediation Action Plan** means any plan approved by a Site Auditor for the remediation of any part of the Land, including by way of adoption and implementation of an environmental management plan, if required for the purpose of obtaining any Approval.

**Security** means a Bank Guarantee or such other kind of security as is agreed to by the Council in its absolute discretion.

**Service Lot** means a registered lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to a public authority;
- (b) for any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement;
- (c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management,

but does not include a lot which is intended to be further subdivided by or behalf of the Developer but does include association property within the meaning of the *Community Land Development Act 1989*; used for a purpose mentioned in (c) above.

**Site Auditor** has the same meaning as in the *Contaminated Land Management Act 1997* (NSW).

**Subdivision Certificate** has the same meaning as in:

- (a) Part 4A of the Act in effect under clause 18 or clause 18A of the *Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017*; and
- (b) Part 6 of the Act, when it applies.

**Transport Plan** means the drawing shown in Sheet 4 in Schedule 2.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement, and "carrying out a Work" under this Agreement means carrying out all necessary works, preparatory works or associated activities to produce the Work, including design, obtaining Approvals, survey, excavation, earthworks, remediation, construction, fit-out, relocation of services and repair work.

**Works Completion** means in relation to a Work, the date on which the Council gives the Developer a notice under clause 18(a).

- 48.2 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 a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- (f) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (g) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (h) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (i) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (j) 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.
- (k) 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.
- (l) References to the word 'include' or 'including' are to be construed without limitation.
- (m) A reference to this Agreement includes the agreement recorded in this Agreement.
- (n) A provision in this Agreement that imposes a liability on a Party extends to imposing a liability on the Party in respect of the acts or omissions of servants, agents and contractors of the Party.
- (o) Any schedules, appendices and attachments form part of this Agreement.
- (p) Notes appearing in this Agreement are operative provisions of this Agreement.
- (q) A reference in this Agreement to the Developer making an application for a Subdivision Certificate is taken to include an application made by another person with the written authority of the Developer.

## Schedule 1 – Development Contributions

(Clause 7)

Table

Column 1	Column 2	Column 3	Column 4	Column 5
<b>Carrying out of works</b>				
Contribution Item	Public Purpose	Nature / Extent	Timing	Contribution Value
1. Precinct 2 Local Park	Open space and recreation	Embellishment of approximately 2780m <sup>2</sup> of passive open space within Precinct 2 in a location that is generally consistent with the area identified as 'Precinct 2 Local Park' on the Open Space and Embellishment Plan	Immediately prior to the issue of the Subdivision Certificate that creates the 500th Final Lot in the Development.	\$278,000
2. Precinct 4 Local Park	Open space and recreation	Embellishment of approximately 4,409m <sup>2</sup> of passive open space within Precinct 4 in a location that is generally consistent with the area identified as 'Precinct 4 Local Park' on the Open Space and Embellishment Plan	Immediately prior to the issue of the Subdivision Certificate that creates the 300th Final Lot in the Development.	\$440,900
3. Precinct 4 Linear Park	Open space and recreation	Embellishment of approximately 4130m <sup>2</sup> of passive open space within Precinct 4 in a location that is generally consistent with the area identified as 'Precinct 4 Linear Park' on the Open Space and Embellishment Plan	Immediately prior to the issue of the Subdivision Certificate that creates the 300th Final Lot in the Development.	\$144,550



4. Precinct 5 Linear Park	Open space and recreation	Embellishment of approximately 6,272m <sup>2</sup> of passive open space within Precinct 5 in a location that is generally consistent with the area identified as 'Precinct 5 Linear Park' on the Open Space and Embellishment Plan	Immediately prior to the issue of the Subdivision Certificate that creates the 300th Final Lot in the Development.	\$219,520
5. Precinct 5 Local Park	Open space and recreation	Embellishment of approximately 3718m <sup>2</sup> of passive open space within Precinct 5 in a location that is generally consistent with the area identified as 'Precinct 5 Local Park' on the Open Space and Embellishment Plan	Immediately prior to the issue of the Subdivision Certificate that creates the 300th Final Lot in the Development.	\$371,800
6. Pedestrian/cycle path	Roads and traffic management	The shared cycleway/ pedestrian path in a location generally consistent with that identified on the Transport Plan	Immediately prior to the issue of the Subdivision Certificate that creates the 500th Final Lot in the Development.	\$936,792
7. Rileys Creek Crossing 1	Roads and traffic management	A two-lane vehicular culvert crossing in a location generally consistent with that identified as 'Creek Culvert Crossing No. 1' on the Transport Plan	Immediately prior to the issue of the Subdivision Certificate that creates the first Final Lot in Precinct 3	\$485,100
8. Rileys Creek Crossing 2	Roads and traffic management	A two lane vehicular culvert crossing in a location generally consistent with that identified as 'Creek Culvert Crossing No. 2' on the Transport Plan	Immediately prior to the issue of the Subdivision Certificate that creates the first Final Lot in Precinct 3	\$986,700
9. Roundabout 1	Roads and traffic management	A roundabout in a location generally consistent with that identified as 'Roundabout 1' on the Transport Plan	Immediately prior to the Subdivision Certificate that creates the first Final Lot in Precinct 4	\$180,000

10. Roundabout 2	Roads and traffic management	A roundabout in a location generally consistent with that identified as 'Roundabout 2' on the Transport Plan	Immediately prior to the Subdivision Certificate that creates the first Final Lot in Precinct 2	\$200,000
<b>Dedication of land</b>				
<b>Contribution Item</b>	<b>Public Purpose</b>	<b>Nature / Extent</b>	<b>Timing</b>	<b>Contribution Value</b>
11. Precinct 2 Local Park	Open space and recreation	Dedication of approximately 2780m <sup>2</sup> of land on which Contribution Item 1 is constructed	Within 28 days of the completion of Item 1.	\$417,000
12. Precinct 4 Local Park	Open space and recreation	Dedication of approximately 4,409m <sup>2</sup> of land on which Contribution Item 2 is constructed	Within 28 days of the completion of Item 2.	\$661,350
13. Precinct 4 Linear Park	Open space and recreation	Dedication of approximately 4130m <sup>2</sup> of land on which Contribution Item 3 is constructed	Within 28 days of the completion of Item 3.	\$619,500
14. Precinct 5 Linear Park	Open space and recreation	Dedication of approximately 6,272m <sup>2</sup> of land on which Contribution Item 4 is constructed	Within 28 days of the completion of Item 4.	\$940,800
15. Precinct 5 Local Park	Open space and recreation	Dedication of approximately 3718m <sup>2</sup> of land on which Contribution Item 5 is constructed	Within 28 days of the completion of Item 5.	\$557,700
16. Rileys Creek Crossing 1	Roads and traffic management	Dedication of the area of land on which Contribution Item 7 is constructed	Within 28 days of the completion of Item 7.	
17. Rileys Creek Crossing 2	Roads and traffic management	Dedication of the area of land on which Contribution Item 8 is constructed	Within 28 days of the completion of Item 8.	
18. Roundabout 1	Roads and traffic management	Dedication of the area of land on which Contribution Item 9 is constructed	Within 28 days of the completion of Item 9.	
19. Roundabout 2	Roads and traffic management	Dedication of the area of land on which Contribution Item 10 is constructed	Within 28 days of the completion of Item 10.	

Monetary contributions				
Contribution Item	Public Purpose	Nature / Extent	Timing	Contribution Value
20. Monetary contribution	Various	An amount of \$7,694 for each of the Final Lots developed on the Land, as distributed below	Immediately prior to the issue of each Subdivision Certificate for Final Lots referred to in column 3, but only for the Final Lots that are to be the subject of the relevant Subdivision Certificate.	-
		Sportsgrounds		\$871 per Final Lot
		Sports ground amenities		\$1251 per Final Lot
		Outdoor sports courts		\$301 per Final Lot
		Youth Recreation facilities		\$742 per Final Lot
		Youth recreation facility fitout		\$142 per Final Lot
		Youth recreation outdoor components		\$80 per Final Lot
		Youth recreation car park and landscaping		\$29 per Final Lot
		Leisure centre Mt Annan		\$1306 per Final Lot
		Athletics track		\$52 per Final Lot
		Open space and recreation facilities strategy		\$27 per Final Lot
		Acquisition of land community centres		\$149 per Final Lot
		Augmentation Oran Park library		\$1000 per Final Lot
		Local multi-purpose community floorspace		\$483 per Final Lot
		District multi-purpose community floorspace		\$149 per Final Lot
		Narellan library recoupment		\$389 per Final Lot
		Camden library recoupment		\$74 per Final Lot
		Bus shelters		\$187 per Final Lot

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		Volunteer emergency services		\$38 per Final Lot
		Contributions plans and VPAs		\$424 per Final Lot

\*

For the purposes of this Schedule:

- (a) any reference to a Subdivision Plan includes a Strata Plan of Subdivision within the meaning of the *Strata Schemes Development Act 2015*; and
- (b) if a Subdivision Certificate is not required for the creation of a Final Lot, any reference to a requirement that must be satisfied prior to the issue of a Subdivision Certificate for a Final Lot is a reference to a requirement that must be satisfied prior to the creation of the Final Lot.

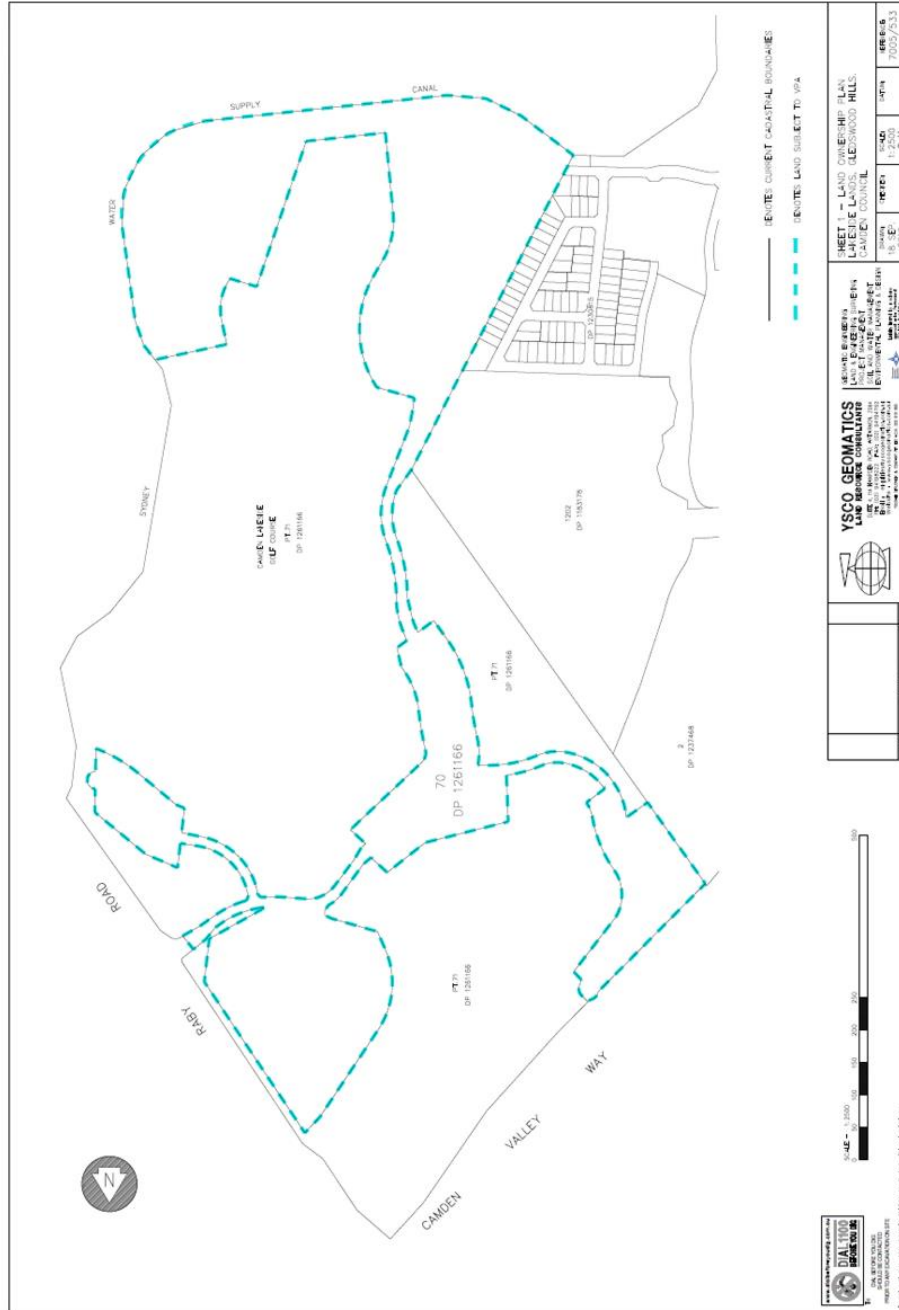
Attachment 1

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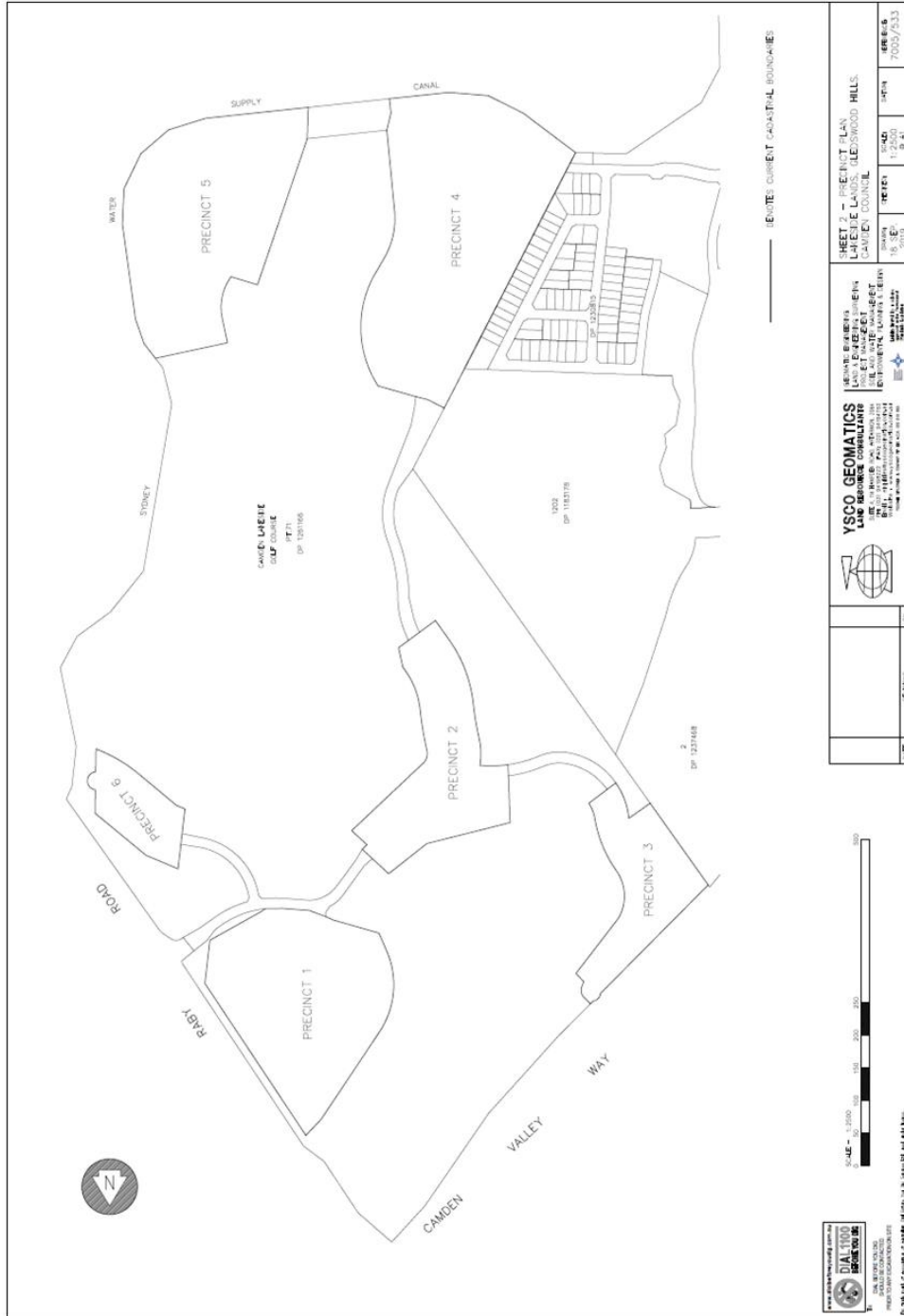
**Schedule 2 – Map**

(Clause 48.1)

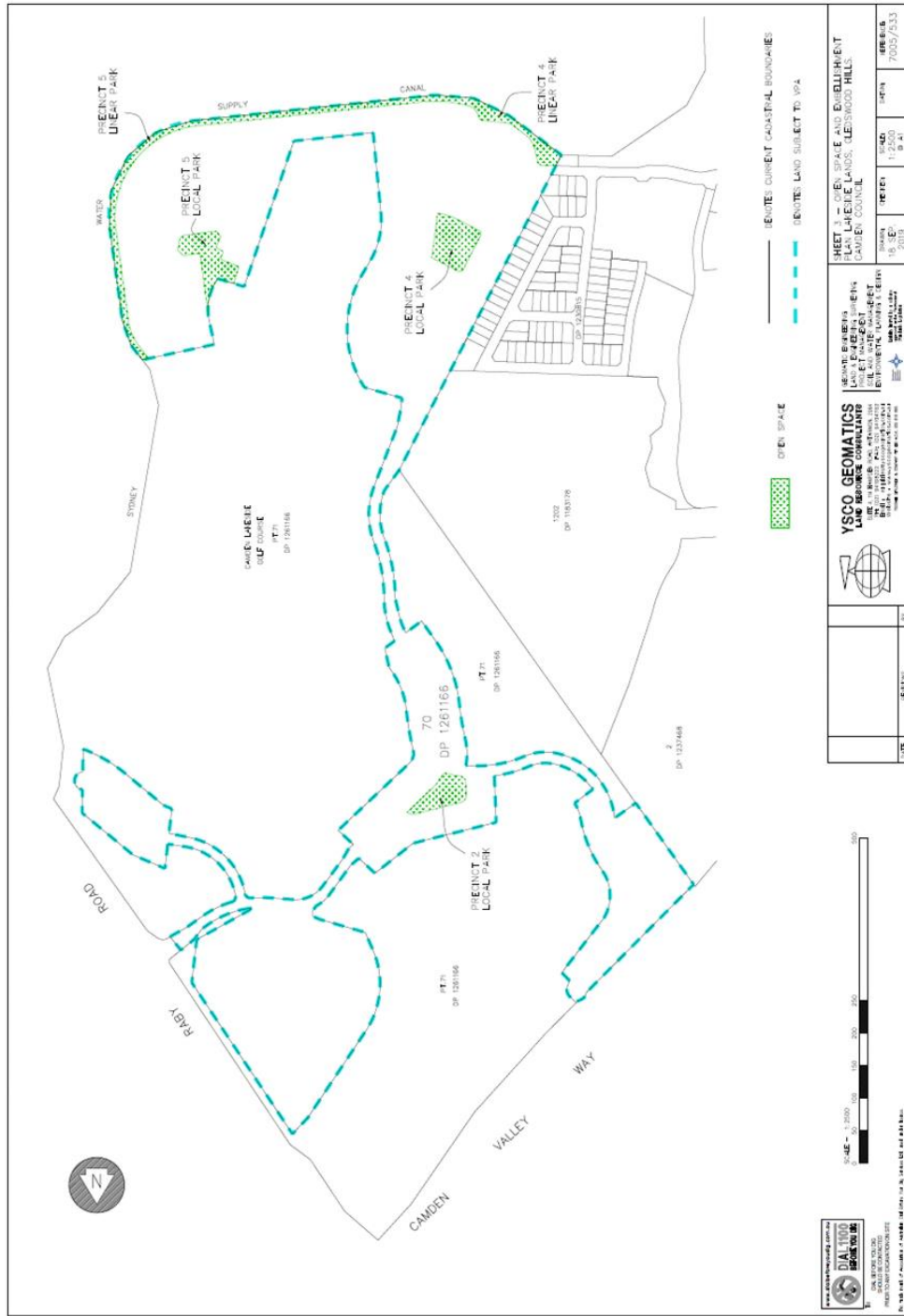
**Sheet 1: The Land**



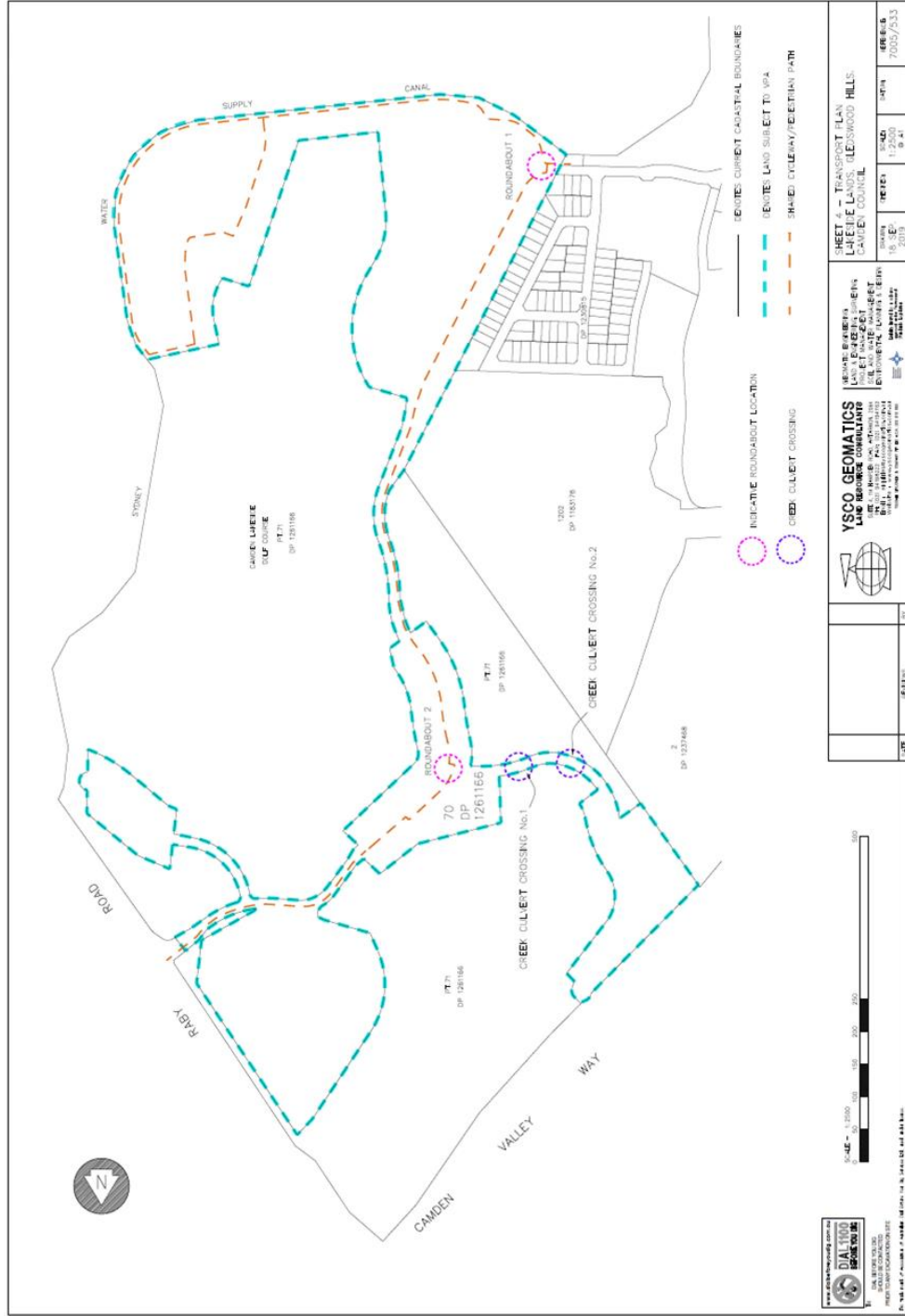
Sheet 2: Precinct Plan



Sheet 3: Open Space and Embellishment Plan

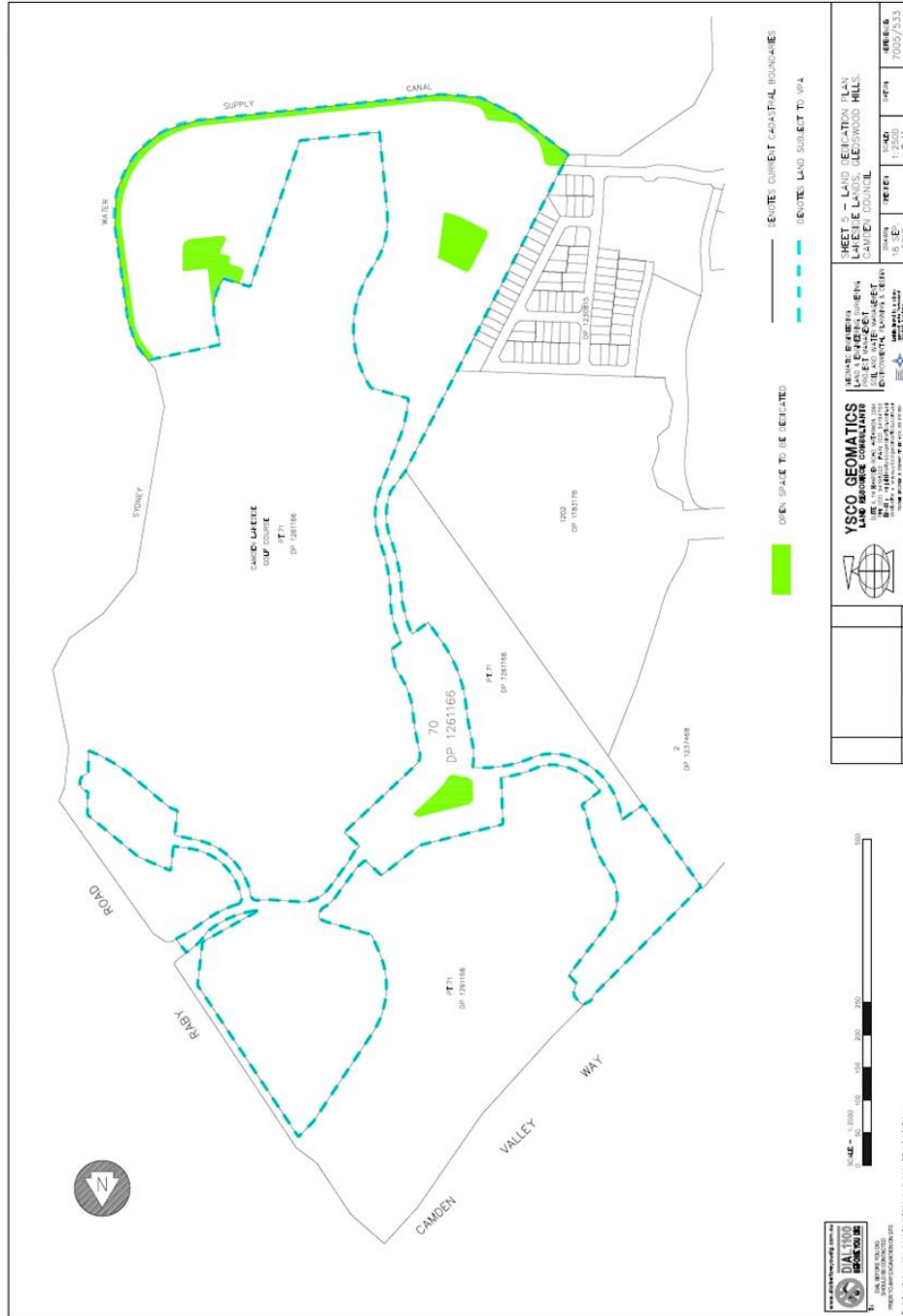


Sheet 4: Transport Plan





Sheet 5: Land Dedication Plan



**Schedule 3 – Draft Deed of Novation**

**[Novation/Assignment] Deed**

**Draft**

Camden Council

and

[Drafting Note: Insert name of Original Developer]

and

[Drafting Note: Insert name of New Developer]

## [Novation/Assignment] Deed

Dated

### Parties

1. **Camden Council** ABN 31 117 341 764 of 37 John Street Camden, NSW 2150 (**Council**)
2. **[Drafting Note. Insert name, ABN & address of Developer]** (**Original Developer**)
3. **[Drafting Note. Insert name, ABN & address of Developer]** (**New Developer**)

### Background

- A. The Council and the Original Developer are parties to the Original Agreement.
- B. The Original Agreement relates to the whole of the Land.
- C. The Original Developer wishes to transfer **[the whole of] [part or parts of]** the Land comprising Lot **[insert Lot number]** in DP **[insert Deposited Plan number]** (**Transferred Land**) to the New Developer. **[Drafting Note: to be included where all or part of the land is to be transferred to the New Developer and the Original Agreement is to be novated in relation to the Transferred Land].**

**OR**

The Original Developer wishes to novate all of its rights and obligations under the Original Agreement to the New Developer. **[Drafting Note: to be included where there is no transfer of the Land to the New Developer, but the Original Developer has entered into a separate arrangement with the New Developer that requires a novation of all the Original Developer's rights and obligations under the Original Agreement to the New Developer].**

**OR**

The Original Developer wishes to assign its rights and interests under the Original Agreement to the New Developer. **[Drafting Note: to be included where the Original Developer has entered into a separate arrangement with the New Developer and the Original Developer's rights and interests in the Original Agreement are to be assigned].**

## Agreed terms

### 1. Interpretation

---

Words used in this Agreement and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this Agreement.

### 2. Novation in respect of Transferred Land [Drafting Note – Delete clauses 2, 3 and 4 if novation is not applicable]

---

#### 2.1 Original Agreement

2.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer in relation to the Transferred Land; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement in relation to the Transferred Land.

#### 2.2 Reference in Original Agreement

All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer in relation to the Transferred Land.

#### 2.3 Address for notices

The Council must address all notices and communications to be given or made by it in relation to the Transferred Land to the New Developer under the Original Agreement to the following address:

**New Developer:** [Insert details]

Address: [Insert details]

Fax: [Insert details]

Contact Person: [Insert details]

Email: [Insert details]

### 3. Novation [Drafting Note – Delete clauses 2, 3 and 4 if novation is not applicable]

---

#### 3.1 Original Agreement

3.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement.

#### 3.2 Reference in Original Agreement

All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer.

#### 3.3 Address for notices

The Council must address all notices and communications to be given or made by it to the New Developer under the Original Agreement to the following address

**New Developer: [Insert details]**

Address: [Insert details]

Fax: [Insert details]

Contact Person: [Insert details]

Email: [Insert details]

### 4. Affirmation of the Original Agreement

---

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

### 5. Assignment [Drafting Note – Delete if assignment is not applicable]

---

#### 5.1 Assignment of Rights

5.1.1 The Original Developer assigns to the New Developer absolutely all of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement or which arise as a result of the Original Developer exercising any right under the Original Agreement.

5.1.2 The New Developer accepts the assignment of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement on the terms of this deed.

**5.2 Assumption of obligations**

5.2.1 On and from the Effective Date, the New Developer must properly and punctually observe and perform all of the Original Developer's obligations (both present, future, actual and contingent) under the Original Agreement or which arise as a result of the Council exercising any right under the Original Agreement and which are due to be performed on or after the Effective Date.

**6. Indemnities**

---

The New Developer indemnifies the Original Developer on demand against all liabilities, claims, damages and loss which the Original Developer suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

**7. Warranties and representations**

---

**7.1 Warranties**

7.1.1 Each party represents and warrants that, at the time of execution, and at the Effective Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
- (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
  - (i) any law or directive from a government entity;
  - (ii) its constituent documents;
  - (iii) any agreement or instrument to which it is a party; or
  - (iv) any obligation of it to any other person.

**7.2 Survival of warranties**

The warranties and representations in clause 7.1 survive the execution of this document and the [novation/assignment] of the Original Agreement.

## 8. GST

---

Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

## 9. Stamp duty and costs

---

- 9.1 The Original Developer and the New Developer are jointly and severally responsible for the Council's legal costs incidental to the negotiation, preparation and execution of this deed. **[Drafting Note: To be included where the Original Agreement is being assigned.]**
- 9.2 The New Developer will pay all stamp duty arising directly or indirectly from this deed.

## 10. Further acts

---

- 10.1 Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- 10.2 This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

## 11. Amendment

This document may only be varied or replaced by a document executed by the parties.

## 12. Governing law

This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

## 13. Counterparts

---

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

## 14. Definitions and interpretation

---

### 14.1 Definitions

In this document unless the context otherwise requires:

**Effective Date** means [insert].

**Council** means Camden Council **[Drafting Note: Only to be included where the Original Agreement is assigned to the New Developer]**.

**Land** has the meaning given to that term in the Original Agreement.

**Original Agreement** means the voluntary planning agreement dated [insert] and made between the Council the Original Developer.

#### 14.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

#### 14.3 Headings

Headings do not affect the interpretation of this document.

**Executed** as a deed.

**[Insert relevant attestation clauses]**

**[Insert the executed planning agreement that is the subject of the novation as Annexure A]**



**Executed as an agreement.**

**Executed** on behalf of **Camden Council** by affixing the seal in accordance with a resolution passed at a duly convened meeting held on in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

\_\_\_\_\_  
Print name

**Executed** on behalf of **SH Camden Lakeside Pty Ltd as trustee for SH Camden Lakeside Unit Trust** in accordance with s127(1) of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Secretary/Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

Draft

Annexure

**Explanatory Note:  
Camden Council  
Camden Lakeside  
Planning Agreement**

---

Camden Council

SH Camden Lakeside Pty Ltd (as trustee for the SH Camden Lakeside Unit Trust)

Prepared in accordance with clause 25E of the  
*Environmental Planning and Assessment Regulation 2000*



Level 7, 151 Clarence Street  
Sydney NSW 2000  
Australia

T +61 2 8289 5800  
F +61 2 9247 1315  
Ref 3402173

## 1. Summary of objectives, nature and effect

Clause 25E(1) of the *Environmental Planning and Assessment Regulation 2000* (**the Regulation**) requires that an explanatory note must be prepared to accompany a planning agreement. The explanatory note must address the requirements of clause 25E(1)(a)-(b) and clause 25E(2)(a)-(g) of the Regulation.

This explanatory note has been prepared to address these requirements.

A draft planning agreement (**the Agreement**) has been prepared. The proposed parties to the Agreement are Camden Council (**the Council**) on one hand, and SH Camden Lakeside Pty Ltd (as trustee for the SH Camden Lakeside Unit Trust) (**the Developer**) on the other.

The Agreement to which this explanatory note relates has been the subject of an offer by the Developer.

The Developer has made, and proposes to make, development applications in relation to this development.

The land to which the Agreement applies is privately owned land known as Lot 70 DP 1261166.

Generally speaking the subject development is for a subdivision to accommodate up to 550 dwellings, associated non-residential development and infrastructure, including the development subject to existing development consents.

The operation of substantive provisions of the Agreement are contingent on:

- (a) an amendment being made to the *Camden Development Control Plan 2019* such that the capacity of the land is increased from 380 to 550 dwellings; and
- (b) the modification of all of the development consents granted to development applications DA 2019/536/1 and DA 2018/969/1, such that those consents do not contain any condition requiring the payment of local infrastructure contributions (but rather a condition requiring the Agreement to be entered into prior to the issuing of the first Subdivision Certificate for the respective developments).

The Agreement does not impose any obligation on the Council to make any amendment to the development control plan.

### 1.2 Objectives

The objective of the Agreement is to provide a mechanism by which:

- (a) works can be carried out;
- (b) land can be dedicated; and
- (c) monetary contributions can be made,

to benefit the community.

### 1.3 Nature

The Agreement will be a voluntary agreement under section 7.4 of the *Environmental Planning and Assessment Act 1979* (**the Act**).

An agreement of this kind may require a developer to dedicate land free of cost, pay a monetary contribution or provide any other material public benefit to be used for or applied towards a public purpose.

In this particular case, the Agreement provides for works, land dedication and monetary contributions.

A summary of these contributions is set out below.

#### **Works**

The works can be generally described as:

- (a) embellishment of passive open space;
- (b) the construction of two separate two-lane vehicular crossings over Riley's Creek;
- (c) the construction of a cycleway/pedestrian path; and
- (d) the construction of two roundabouts.

#### **Land dedication**

The land to be dedicated can be generally described as:

- (e) dedication of approximately 2.13 ha of land for passive open space (being land that was embellished as per above);
- (f) dedication of relevant land on which the Riley's Creek crossings are to be constructed; and
- (g) dedication of land on which the roundabouts are constructed.

#### **Monetary contributions**

Monetary contributions totalling \$7,694 per 'Final Lot' (as defined in the Agreement). This amount is to be indexed over time.

#### 1.4 **Effect**

The delivery of the above contributions is timed to coincide with key benchmarks in the development of the land.

The Agreement provides the enforcement of the Agreement by a suitable means if there is a breach by the Developer.

The requirement to make works and monetary contributions is generally linked to the issue of subdivision certificates. If the required contributions are not made, a subdivision certificate cannot be lawfully issued.

The requirement to dedicate land is linked to the completion date of the relevant works (ie within 28 days).

Where it is relevant to a development application, a consent authority is to take into consideration a planning agreement, or any draft planning agreement that a developer has offered to enter into.

However, a planning agreement cannot impose an obligation on a planning authority to actually grant a development consent. A merit assessment of the proposed development must still be carried out.

## **2. Assessment of the merits of the proposed agreement**

---

### **2.1 Impact on the public or any relevant section of the public**

The Agreement has a positive impact on the public, and in particular, the residents of the local community. This is because the Agreement provides an opportunity to facilitate:

- (a) the creation of new important areas of the public domain;
- (b) improvements to transport links;
- (c) active living through a new cycleway;
- (d) an increase in the quality and quantity of local open space enjoyed by the community; and
- (e) more opportunities for passive recreation for the community.

The Agreement, therefore, will help avoid a future financial impost for the Council and ratepayers.

### **2.2 Promotion of the public interest and the objects of the Act**

The Agreement promotes the following objects of the Act:

- (a) Section 1.3(a)  
to promote the social and economic welfare of the community and a better environment by the proper management, development ... of the State's ... resources...
- (b) Section 1.3(c)  
to promote the orderly and economic use and development of land...
- (c) Section 1.3(e)  
to protect the environment...
- (d) Section 1.3(g)  
to promote good design and amenity of the built environment...

The Agreement promotes the above objects of the Act, and the public interest, by providing contributions set out in section 1.3 above.

### **2.3 The purposes of the *Local Government Act 1993***

The Council is the planning authority that would be a party to the Agreement. The Council is a public authority constituted under the *Local Government Act 1993*.

The Agreement promotes the following purposes of this Act:

(a) Section 7(e):

to provide for a system of local government that is accountable to the community and that is sustainable, flexible and effective ...

The Agreement promotes the above purposes of the Act in the same way that is set out in section 2.2 above.

**2.4 The principles for local government**

Chapter 3 of the *Local Government Act 1993* sets out principles for local government

The Agreement promotes the following elements of the principles:

(a) Section 8A(b):

Councils should carry out functions in a way that provides the best possible value for residents and ratepayers.

(b) Section 8A(f):

Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.

(c) Section 8A(g):

Councils should work with others to secure appropriate services for local community needs.

(d) Section 8B(b):

Councils should invest in responsible and sustainable infrastructure for the benefit of the local community.

The Agreement promotes the above principles in the same way that is set out in section 2.2 above.

**2.5 The planning purpose**

The planning purpose of the Agreement is to provide an opportunity to facilitate improvements and additions to the public domain, improve transport links, promote active living and improve facilities for passive recreation.

The Agreement provides a reasonable means of achieving that purpose because there are limits on what the Developer can be required to do as a condition of a development consent. By entering into the Agreement, the Council is able to secure benefits for the community that might not otherwise be available. The Agreement achieves these benefits for the community without the need for public funds to be expended or for the Council to bear certain risks.

**2.6 The Council's capital works program**

The Contribution proposed under the Agreement does not conform with the Council's capital works program. This opportunity has arisen outside of the program. Nonetheless, the Agreement will not have an adverse effect on this capital works program.

2.7 **Construction certificate, occupation certificate or subdivision certificate**

The Agreement does not specify any requirements that must be complied with before an occupation certificate is issued.

The Agreement does specify that certain requirements must be complied with before certain construction and subdivision certificates are issued. These requirements are set out in the Agreement. The requirements are generally the provision of security and the carrying out of works and the payment of monetary contributions.

3. **Preparation of this explanatory note**

---

This explanatory note has been prepared jointly by the parties proposing to enter into the Agreement.

Draft

ORD09

Attachment 1

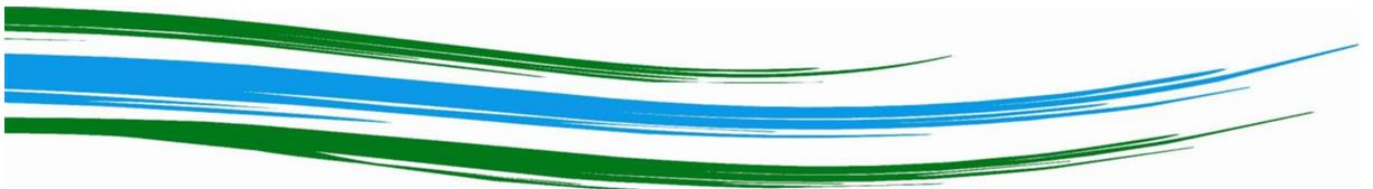


# Camden Council Minutes

**Audit, Risk and Improvement Committee  
Meeting**  
**4 March 2020**

---

**Executive Boardroom  
Camden Council  
Administration Building  
70 Central Avenue  
Oran Park  
5:00PM**





## AUDIT, RISK AND IMPROVEMENT COMMITTEE

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ORD09

Attachment 1

**Voting members present:**

John Gordon	Independent Member (Chair)
Elizabeth Gavey	Independent Member
Cr Paul Farrow	Camden Council Councillor (via teleconference)

**Attendees:**

General Manager  
 Chief Financial Officer  
 Internal Audit Coordinator  
 Manager Legal and Governance  
 Risk Management Officer

**Invitees:**

Director Planning and Environment  
 Director Customer and Corporate Strategy  
 Director Sport, Community and Activation  
 Manager Safety and Risk  
 Mrs Penelope Corkhill Director Risk and Assurance Centium (left at 5.12pm)

**Apologies:**

Bruce Hanrahan	Independent Member
Cr Michael Morrison	Camden Council Councillor
Caroline Karakatsanis	The Audit Office of NSW (External Auditor)
Director Community Assets	

**BUS01 Apologies****RECOMMENDED**

That leave of absence be granted.

**DECISION**

Leave of absence granted to Mr Bruce Hanrahan and Cr Michael Morrison.

**BUS02 Declaration Of Interest****RECOMMENDED**

That the Audit, Risk and Improvement Committee declarations be noted.

**DISCUSSION**

Members confirmed there were no changes to standing declarations or new declarations to note.

**DECISION**

There are no Audit, Risk and Improvement Committee declarations to be noted.

**BUS04 Property Acquisitions And Disposals Internal Audit Report**RECOMMENDED

That the Audit, Risk and Improvement Committee note the Property Acquisitions and Disposals Internal Audit Report.

DISCUSSION

Mrs Penelope Corkill, Director Risk and Assurance at Centium presented the Property Acquisitions and Disposals Internal Audit Report. Mrs Corkill advised the audit was a great result and that Council is preparing well for the anticipated growth. The small number of findings in the audit are rated moderate to low.

The Committee agreed it was a good report and the process for strategically acquiring land was discussed.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the Property Acquisitions and Disposals Internal Audit Report.

**BUS03 Minutes To The 11 December 2019 Audit, Risk And Improvement Committee Meeting**RECOMMENDED

That the Audit, Risk and Improvement Committee:

- i. approve the minutes to the 11 December 2019 Audit, Risk and Improvement Committee meeting; and
- ii. note the status of actions included in the actions list.

DISCUSSION

The Committee requested the last paragraph in the minutes for item BUS13 be included as an action. The action is to ensure future year self-assessments split the results between Committee members and Committee attendees.

The Internal Audit Coordinator advised the General Manager should also be moved from 'Invitee' to 'Attendee' on page 3 of the minutes.

The actions list was discussed. The Committee sought confirmation that participating Councils did not require a Project 24 briefing/workshop. Council's Internal Audit Coordinator advised that those Councils did not require participation in a joint briefing, although they may still request an individual briefing from their own Council.

The Committee asked about Council's process for ensuring orders in relation to cladding are issued in a timely manner. The Director Planning and Environment outlined the process and advised that the Department of Planning, Industry and Environment have recently issued advice to Councils making it is a matter for Councils to determine whether information on the combustible cladding register is to be provided to applicants on request.

### DECISION

The Audit, Risk and Improvement Committee:

- i. approved the minutes to the 11 December 2019 Audit, Risk and Improvement Committee meeting, subject to the amendments discussed;
- ii. noted the status of actions included in the actions list.

Moved: Ms Gavey  
Seconded: Cr Farrow

### **BUS05 Events Internal Audit Report**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee note the Events Internal Audit Report.

#### DISCUSSION

The Internal Audit Coordinator highlighted the key findings in the audit report.

The Committee asked if Community run events were examined. The Internal Audit Coordinator advised that a high level review of the recently completed procedure for community run events was reviewed, however a complete audit and testing of community events was outside the scope of this audit.

The Committee asked about the process for organising sponsorship for events. The Director Sport, Community and Activation outlined the process highlighting that there are certain groups excluded from sponsoring Council events.

The Committee asked if Council undertakes a cost benefit analysis of events to determine if they should continue to be run. The Director Sport, Community and Activation outlined the process for assessing events and also explained that a traditional cost benefit analysis may not be appropriate as the social benefits of an event can be the most important. The Events Strategy being developed was also discussed.

The Committee also asked about insurance and security related to events and the Director Sport, Community and Activation outlined the related process for major events.

The Committee sought confirmation of the risk management process and the process for ensuring volunteers are adequately trained. The Director Sport, Community and Activation outlined Council's process.

#### DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the Events Internal Audit Report.

**BUS06 Enterprise Risk Management**RECOMMENDED

That the Audit, Risk and Improvement Committee note the Enterprise Risk Management update.

DISCUSSION

The Director Customer and Corporate Strategy outlined the implementation of the claims incident management module and associated risk dashboard. The Manager Safety and Risk expanded to advise the module assists with standardising the investigation and corrective action process. It was confirmed that this incident module is for claims only and not Council's internal work health and safety incidents.

The Manager Safety and Risk also highlighted the top risks reported as requested periodically by the Committee.

The Committee commented on the number of growth risks. The Committee also asked if Council has a risk related to pandemics and in particular the Corona Virus. The Committee asked if Council has contingency plans in place to address this risk.

The General Manager advised of the Committee that had been established to manage the recent bushfires, poor air quality and floods. The General Manager advised this Committee had been maintained to now manage the Corona Virus risk. A pandemic protocol/procedure is now being established to expand Council's current process in relation to pandemics in Council's Business Continuity Plan (BCP).

The Manager Safety and Risk also advised Council is drafting a second guidance note to staff in relation to the Corona Virus and the actual threat.

The Committee asked if Council had considered the risk of Council's supply chain and whether there would be any essential products that may be at risk of being in short supply that may come from China. The Manager Safety and Risk advised they would include consideration of this in their protocols for dealing with a pandemic in the update to the BCP.

DECISION

After discussion, the Audit, Risk and Improvement Committee noted the Enterprise Risk Management update.

**BUS07 External Audit Update**RECOMMENDED

That the Audit, Risk and Improvement Committee note the external audit update.

DISCUSSION

As requested by Council's external auditors, the Internal Audit Coordinator advised that the planning meeting for the external audit for the year ended 30 June 2020 is set for next week and the Audit Office Engagement Plan is scheduled to be reported to the 20 May 2020 Committee meeting.

The Internal Audit Coordinator also advised that the report to Parliament on Local Government 2019 was scheduled for release 5 March 2020.

The Committee confirmed with the Chief Financial Officer that Council was prepared for the new leases requirements.

#### DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the external audit update.

#### **BUS08 Audit Report Recommendations - Implementation Status Update - January 2020**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee note the Implementation Status Update for 31 January 2020.

#### DISCUSSION

The Internal Audit Coordinator reminded the Committee that reporting on the status of audit recommendations is measured against the original date with 'revised dates' shown in the attached report. The Internal Audit Coordinator advised that only 12 recommendations are overdue for completion with the most concerning being those with multiple revised dates not yet approved by Council's Executive.

The Committee raised questions on a number of audit recommendations where the commentary only appeared to relate to part of the recommendation or where there had been a number of revised dates and the full history of the status update didn't appear to be shown.

The Internal Audit Coordinator confirmed that the status report is only the most recent month's update and explanations for earlier delays would be included in earlier updates. It was agreed the Internal Audit Coordinator would include the full history for 'overdue' recommendations. Managers will also be reminded to include a statement that full recommendations are on track where appropriate.

The Committee also asked why in two instances there was a comment that no update had been provided by the Manager. The Internal Audit Coordinator advised that this should not have occurred and that the update was likely provided however the report may have been extracted prior to that. Internal Audit will ensure this does not occur in the future.

#### DECISION

The Audit, Risk and Improvement Committee:

- i. noted the Implementation Status Update for 31 January 2020
- ii. raised the following action:
  - a. include full history of management status updates for overdue recommendations

**BUS09 Governance Information Report - 31 December 2019**RECOMMENDED

That the Audit, Risk and Improvement Committee note the Governance Information Report as at 31 December 2019.

DISCUSSION

The Manager Legal and Governance briefly explained the sub-delegation process included in the report and it was advised a detailed report on the formal delegations process required after Council election will be reported to the Committee in due course.

The Committee commended Council for the great outcome in respect of complaints and compliments. The Committee requested a trend analysis be provided in future Governance Information reports on the results of the "Voice of the Customer" Program since commencement.

The Committee asked if there was any concern that no Public Interest Disclosures (PIDS) had been received and whether Council was doing enough to encourage disclosure. The Manager Legal and Governance and the General Manager outlined recent processes to increase the number of PID officers and communications in this regard.

The Committee asked about the number of Government Information (Public Access) Act (GIPA) applications withdrawn. The Manager Legal and Governance outlined the circumstances that can result in the withdrawal of a GIPA application.

DECISION

The Audit, Risk and Improvement Committee:

- i. noted the Governance Information Report as at 31 December 2019
- ii. raised the following actions:
  - a. requested a trend analysis be included on results of the "Voice of the Customer" Program in future reports.
  - b. Include 'nil referrals' where no matters have been received from the Independent Commission against Corruption in the ICAC referrals table.

**BUS10 Legislative Compliance Process**RECOMMENDED

That the Audit, Risk and Improvement Committee note the update on the legislative compliance process.

DISCUSSION

The Manager Legal and Governance advised that this report was an update on the legislative compliance process previously reported to the Committee. The Manager Legal and Governance highlighted the Policy included in the report and that ensures all staff and management responsibilities are clear. The next phase is the development of procedures to support the Policy.

The Committee sought confirmation on the frequency and process for Management sign off on legislative compliance. The Manager Legal and Governance confirmed that

Managers would provide an attestation quarterly on compliance with legislation.

The Committee asked if the attestation would include asking if policies and procedures had been updated to ensure compliance with legislation. The Manager advised the detail of the attestation is still be developed.

The Committee asked if an automated system for managing legislative compliance had been investigated. The Manager Legal and Governance advised this is currently being worked through in conjunction with Councils Technology and Information Management Solutions branch.

#### DECISION

After discussion, the Audit, Risk and Improvement Committee note the update on the legislative compliance process.

#### **BUS11 Work Health And Safety Update - July To December 2019**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee note the Work Health and Safety Update.

#### DISCUSSION

The Manager Safety and Risk presented the Work, Health and Safety update.

The Committee asked if there was any concern whether incidents are going down because they are not being reported. The Manager Safety and Risk advised that is something they consider.

The Committee asked whether a claim referenced in the report had been disputed. This question was taken on notice. The Manager Safety and Risk advised that the recess lost time injury did not impact our insurance premiums.

The Committee discussed Council's mental health initiatives and the raising awareness of Council's Employee Assistance Program.

The Committee requested an average cost per claim statistic be included in future reports.

The Committee asked if any matters had been reported to SafeWork NSW. It was advised that one matter had been reported and the Manager Safety and Risk outlined the matter and subsequent outcomes. Council are in the process of addressing three Improvement Notices related to this matter.

The Committee requested future reports include reference to any safe work orders.

The Committee asked about Council training in Asbestos management. The Manager Safety and Risk explained the combination of online and face to face training.

The Committee asked how Council staff are made aware of any buildings with asbestos. The Director Planning and Environment outlined the Asbestos Policy requirement to provide employees and contractors with a copy of the Council's



Asbestos register. The question was taken on notice to provide further advice on whether relevant Council facilities include signage about asbestos and how staff are made aware generally.

The Committee asked how Council ensures family day care locations are checked for environmental concerns. The Director Sport, Community and Activation explained the process to ensure family day care providers comply with requirements. This includes an environmental analysis that requires sign off.

#### DECISION

Following review and discussion, the Audit, Risk and Improvement Committee:

- i. noted the Work Health and Safety Update
- ii. raised the following action:
  - a. requested an average cost per claim statistic be included in future reports
  - b. requested reference to safe work orders be included in future reports
  - c. respond to the question taken on notice to advise whether the claim discussed had been disputed
  - d. respond to the question taken on notice to advise the process for ensuring relevant staff are made aware of Council buildings included on Council's asbestos register, including any signage erected.

#### **BUS12 Internal Audit Plan Status Update**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee note the Internal Audit Plan Status Update.

#### DISCUSSION

The Internal Audit Coordinator outlined that the Plan was generally on track, with only one audit behind. It was advised that the recent departure of the Internal Audit Analyst may impact delivery. The Internal Audit Coordinator indicated that to help address this risk, planned in-house audits may be outsourced.

The Internal Audit Coordinator also advised the process underway to review the structure of the internal audit section.

#### DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the Internal Audit Plan Status Update.

**BUS13 Update On Reports From Authoritative Bodies**RECOMMENDED

That the Audit, Risk and Improvement Committee note the update on reports from authoritative bodies.

DISCUSSION

The Internal Audit Coordinator advised the likely timeframe provided by the Office of Local Government for finalisation of the proposed internal audit and risk management framework requirements.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the update on reports from authoritative bodies.

**BUS14 Checklist Of Compliance With Committee Requirements**RECOMMENDED

That the Audit, Risk and Improvement Committee note the checklist of compliance with the Audit, Risk and Improvement Committee Charter and TPP 15-03 for the 2020 calendar year.

DISCUSSION

The Committee commented that all requirements appeared to be covered. The Committee requested it be made clearer that the Charters are not due for review until 2021.

DECISION

Following review and discussion, the Audit, Risk and Improvement Committee noted the checklist of compliance with the Audit, Risk and Improvement Committee Charter and TPP 15-03 for the 2020 calendar year.

**BUS15 General Business**RECOMMENDED

That the Audit, Risk and Improvement Committee note any General Business items discussed.

DISCUSSION

The Committee thanked Council for providing the following presentations at the 19 February 2020 special Committee session:

- Asset Management
- Long-term Financial Plan
- Human Resources Strategy – attracting, recruiting and retaining staff
- Business improvement – process mapping

**DECISION**

Following review and discussion, the Audit, Risk and Improvement Committee noted the General Business items discussed.

Meeting Closed: 6.56pm

**Next Meeting:**

The next meeting of the Audit, Risk and Improvement Committee is scheduled for Wednesday 20 May 2020 at the Oran Park Executive Board Room, commencing 4.30pm.

ORD10

Attachment 1



# PURCHASING AND PROCUREMENT POLICY P3.0161.4

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## PURCHASING AND PROCUREMENT POLICY

**DIVISION:** Customer and Corporate Strategy

**BRANCH:** Finance and Property Services

**CATEGORY:** 2

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### PART 1 - INTRODUCTION

#### 1. BACKGROUND

- 1.1 This Policy refers to Council's procurement of all goods and services in pursuing its commitment to efficiently deliver services to meet the needs of our community.

#### 2. OBJECTIVE

- 2.1 The objective of this policy is to set out the principles and framework for Council's purchasing and procurement activities and to ensure that Council is at all times compliant with the *Local Government Act 1993*, *Local Government (General) Regulations 2005*, *Tendering Guidelines for NSW Local Government* and Council's Code of Conduct in relation to the procurement of goods and services.

- 2.2 Through the application of this Policy, Council is committed to the following:
- obtaining value for money for the Community;
  - transparency and accountability;
  - making environmentally sustainable decisions;
  - eliminating any conflicts of interest;
  - monitoring and evaluating performance;
  - providing policy and guidance on purchasing and procurement activities to ensure consistency;
  - setting out Council's procurement governance framework.

#### 3. SCOPE

- 3.1 This Policy applies to all purchasing, procurement, tendering and contracting activities undertaken by Camden Council, other than statutory payments or payments for membership of regional or state organisations and is binding on Council officers (i.e. staff, contractors, consultants, Committee members, volunteers etc) who are involved in any aspect of procurement on behalf of Council.

#### 4. DELEGATED AUTHORITY

- 4.1 In order to purchase goods and services on behalf of Council, a **delegated authority** is required from the General Manager. Numerous employees of Council are charged with financial delegations for the *Purchasing and Procurement of Goods, Works and Services*. Employees may only procure goods and/or services applicable to their delegated authority.

Financial delegations define the financial limitations within which specified staff may approve a purchase, quotation and contractual processes. Employees may only procure goods and/or services in accordance with these delegations.

Financial delegations are set out in the Council's Schedule of Delegation Register which is available on the intranet.

## PART 2 - POLICY STATEMENT

### 5. PURCHASING PROCEDURES

- 5.1 Prescriptive purchasing procedures are located in Council's *Procurement Procedures and Guidelines* documentation.
- 5.2 The procedures outline Council's requirements when procuring goods and/or services on behalf of Council. Different requirements apply, depending on the total value of the supply.
- 5.3 All goods and/or services procured on behalf of Council must be procured following these procedures.

### 6. TENDERING PROCEDURES

- 6.1 Tenders are **mandatory** for the majority of purchases where the total anticipated expenditure is \$250,000 (GST inclusive) or above over more than one accounting period. Council may also tender for purchases below this limit.
- 6.2 Detailed tender procedures are contained in Council's *Procurement Procedures and Guidelines*.
- 6.3 It is noted that the process for public tendering may be waived when dealing with prescribed NSWBuy Government Contracts, Local Government Procurement (LGP), Disability Employment Organisations or Procurement Australia Contracts. Advice on this may be sought from Council's Purchasing and Procurement Coordinator.

### 7. PROCUREMENT PROTOCOLS

#### 7.1 Ethics and Probity

All Council Officers must comply with the standards of integrity, probity, professional conduct and ethical behaviour established by Council's *Code of Conduct*, Council's Statement of Business Ethics and Guidelines issued by ICAC.

Council officials **must disclose** any *potential or actual* conflict of interest (whether pecuniary or non-pecuniary) in order to protect the public interest and prevent breaches of public trust.

Council has adopted a Statement of Business Ethics which sets out the standards of behaviour that Council expects from its private/public partners.

Probity auditors may be commissioned where deemed appropriate by Council's General Manager, in circumstances where additional professional knowledge, experience or independent recommendation is required.

## 7.2 Fraud and Corruption Principles

The principal elements of Council's Fraud and Corruption Prevention policy are:

- Preventing fraud at its origin, in particular, implementing effective control structures and procedures that aim to eliminate the prospect of fraud occurring;
- Making all staff, Councillors, contractors to Council and volunteers aware of their obligation to act ethically and to follow Council's Code of Conduct at all times;
- Making all contractors and those dealing with Council aware of the ethical standards that Council applies and of the ethical standards of others in their dealings with Council;
- Committing to a policy of detection, investigation and prosecution of individual cases of fraud; and
- Respecting the civil rights of employees and members of the public and committing to natural justice.

Council has a Fraud and Corruption Prevention Plan that underpins this policy and details responsibilities of positions within Council and the community. It also outlines steps involved in identifying, investigating, reporting and taking action around fraud and corruption.

The Fraud and Corruption Prevention Plan and Council's Code of Conduct also outline the policies and procedures being implemented by Council to ensure that any allegations and subsequent investigations into fraud are handled confidentially and in accordance with applicable legislation.

## 7.3 Value for Money

Council resources are to be used efficiently and effectively to procure goods, services and works and every attempt must be made to contain the costs of the procurement process without compromising any of the procurement principles set out in this Policy.

## 7.4 Record Keeping

All substantive communications with potential suppliers in respect of procurement and purchasing should be in writing and/or formal minuted meetings. Records for all procurement activities must be kept and recorded in Council's records management system.

## 7.5 Lobbying

Lobbying of Councillors and staff by tenderers or their agents is not permitted and shall result in their disqualification from the quotation or tender process on that occasion. For the purposes of this clause "lobbying" shall include seeking to influence, seeking to obtain support or assistance, urging or persuading.

## 7.6 Gifts and Benefits

Council officers must never seek or accept any payment, gift or benefit intended or likely to influence, or that could be reasonably perceived by an impartial observer as intended or likely to influence their decision making.

In some circumstances token or nominal gifts may be accepted but only in situations that do not create a sense of obligation on the staff or Councillors actions. Where you cannot reasonably refuse or return a gift or benefit of more than nominal value this must be disclosed to your supervisor and then ensure this is recorded in the Gifts Register through Governance. Under no circumstances should a gift of cash, or cash – like gift, be accepted.

### 7.7 Buy Local Preference

#### Objectives

Council's approach to procurement is to support local suppliers and support economic business activity within the Camden LGA, where it is efficient to do so, while achieving the Council's overall 'value-for-money' objectives, which is also an expectation from our community.

To assist local industry and local economic development, Council staff shall (where reasonably practicable and appropriate in the circumstances):

- a) encourage a 'buy local' culture within Council;
- b) encourage local suppliers to participate in Council business by registering in Vendor Panel and other means considered appropriate;
- c) utilise Vendor Panel Local Supplier Marketplace as a means to access local suppliers;
- d) ensure that procurement policies and procedures do not disadvantage local suppliers;
- e) encourage use of local suppliers by contractors, whenever goods or services are being sourced from outside the Camden LGA;
- f) ensure that category spend will not exceed the tender threshold over more than one accounting period or contract term;
- g) ensure that there is no current prescribed contract or current preferred supplier agreement in place for the goods/services required;
- h) ensure transparency in Council's procurement practices;

### 7.8 Tendering and Quotation Local Preference

#### Objective

Council will apply a local preference to support local business and encourage economic business activity for the benefit of the local economy.

#### Scope

The local preference applies to staff and contractors when assessing tenders and quotations over \$100,000 (inc GST).

#### Definition

Suppliers with a principal place of business in the Camden LGA or part of their business address (not a PO box) that is located within the Camden Local Government area.

#### How the local tender preference will be applied

The assessment criteria would be a point (or percentage) system as follows:

- Award 5 points (or 5%) to suppliers located physically within Camden LGA.
- Award 0 points (or 0%) to suppliers located outside Camden LGA.

The remaining financial and non-financial tender assessment criteria is scored out of 95 points (95%). Within the remaining 95 points (95%) a weighting can be allocated



as part of the tender evaluation plan where there is a potential contribution to the Camden LGA (e.g. local sub-contracting).

## 8 SUSTAINABLE PURCHASING

- 8.1 Council staff and its representatives must consider the impact that their purchases have on the environment. Value for money in procurement is enhanced by promoting the efficient, effective and ethical use of resources.

Consideration will be given to areas such as:

- Minimising greenhouse gas emissions, waste, habitat destruction, soil degradation and toxicity;
- Maximising water efficiency.

## 9 WORKPLACE HEALTH AND SAFETY

- 9.1 All contractors, designers, manufacturers, importers, suppliers, installers and builders of Council must adhere to relevant Work Health and Safety (WHS) 2011 legislation. WHS performance will be monitored and reviewed to ensure continued adherence to legislation and relevant Council Policies.

- 9.2 All contractors, designers, manufacturers, importers, suppliers, installers and builders providing services to Camden Council are required to complete an Accreditation process. Please refer to the *Contractor Management Procedures* for more detail.

## 10 ADMINISTRATION OF THIS POLICY

General enquiries in regard to this Policy should be directed in the first instance to Council's Purchasing and Procurement Coordinator.

Council will deal promptly with any concerns or complaints regarding this Policy. Any issues should be directed in writing to the General Manager.

\* \* \*

**RELEVANT LEGISLATIVE INSTRUMENTS:**

*Local Government Act 1993*  
*Local Government (General) Regulations 2005*  
*Tendering Guidelines for NSW Local Government*  
*Work Health and Safety Act 2011*  
*Local Government Code of Accounting Practice and Financial Reporting*  
*Government Information (Public Access) Act 2009*  
*Waste Avoidance and Resource Recovery Act 2001*  
*Related Party Transaction Act 2016*  
*Privacy and Personal Information Protection Act 1998*  
*State Records Act 1988*

**RELATED POLICIES, PLANS AND PROCEDURES:**

Code of Conduct  
 Procurement Procedures and Guidelines  
 On-time Payment Policy  
 Petty Cash Policy  
 Purchase Card Policy  
 Financial Delegations from General Manager  
 Purchased Goods Safety Evaluation Sheet  
 Contractor Management Procedure 5.0A  
 Contractor Management (PC) Procedure 5.B  
 Work Health and Safety Policy  
 ICAC Guidelines  
 Statement of Business Ethics  
 Fraud and Corruption Prevention Policy  
 Fraud and Corruption Prevention Plan  
 ICAC Guidelines

**RESPONSIBLE DIRECTOR:**

Director Customer and Corporate Strategy

**APPROVAL:**

Council

**HISTORY:**

Version	Approved by	Changes made	Date	EDMS Number
1	Council	Minor	July 2002	15/167592
2	Council	Old policy (5.32) rescinded and updated policy (P3.0161.1) adopted	26/09/2017	17/305833
3	Council	Minor - addition of fraud and corruption principles	11/06/2019	17/305833
4	Council	Legislative changes	08/10/2019	17/305833