

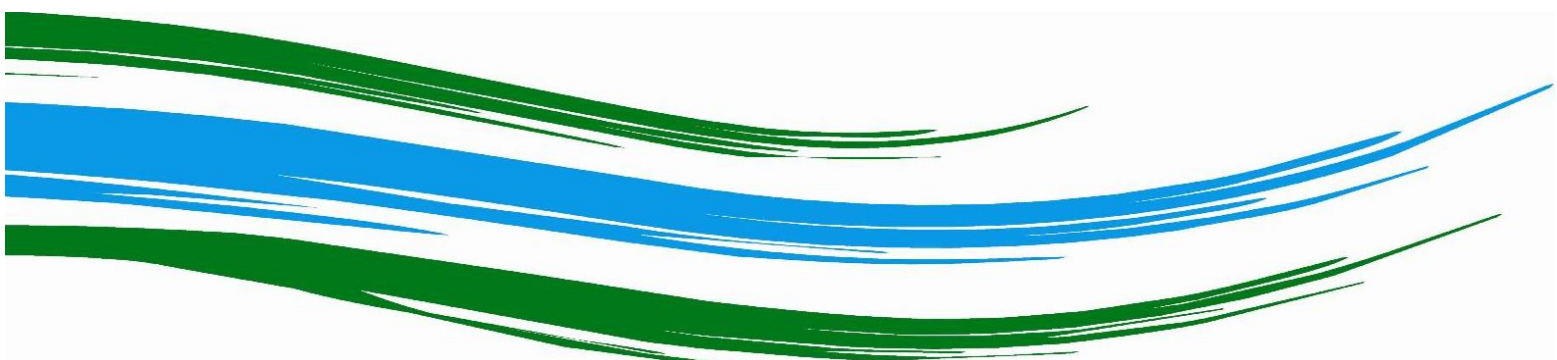


# Camden Council Attachments

## Ordinary Council Meeting 28 April 2020

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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

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**Second Deed of Variation**

**Oran Park Urban Release Area Planning Agreement**

Under cl. 25C(3) of the *Environmental Planning and Assessment Regulation 2000*

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

Date:

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

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**Second Deed of Variation**  
**Oran Park Urban Release Area Planning Agreement**

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**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement****Camden Council****Greenfields Development Company Pty Limited****Greenfields Development Company No. 2 Pty Limited****Leppington Pastoral Company Pty Limited****Landcom**

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**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement****Summary Sheet****Council:****Name:** Camden Council**Address:** 70 Central Avenue, Oran Park, NSW 2570**Telephone:** (02) 4654 7777**Facsimile:** (02) 4654 7829**Email:** mail@camden.nsw.gov.au**Representative:** General Manager**Developers:****Name:** Greenfields Development Company Pty Limited**Address:** Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570**Telephone:** (02) 9043 7575**Facsimile:** (02) 9043 7555**Email:** mowens@greenfields.net.au**Representative:** Mr Mick Owens**Name:** Greenfields Development Company No. 2 Pty Limited**Address:** Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570**Telephone:** (02) 9043 7575**Facsimile:** (02) 9043 7555**Email:** mowens@greenfields.net.au**Representative:** Mr Mick Owens

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement****Camden Council****Greenfields Development Company Pty Limited****Greenfields Development Company No. 2 Pty Limited****Leppington Pastoral Company Pty Limited****Landcom**

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**Name:** Landcom**Address:** Level 14, 60 Station Street Parramatta, NSW 2150**Telephone:** (02) 9841 8696**Facsimile:** (02) 9841 8761**Email:** nlennon@landcom.nsw.gov.au**Representative:** Mr Nicholas Lennon**Landowner:****Name:** Leppington Pastoral Company Pty Limited**Address:** 1675 The Northern Road, BRINGELLY NSW 2556**Telephone:** (02) 4773 4291**Facsimile:** (02) 4773 4104**Email:** tim.bryan@lpcmilk.com**Representative:** Mr Tim Bryan

ORD03

Attachment 1

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement****Camden Council****Greenfields Development Company Pty Limited****Greenfields Development Company No. 2 Pty Limited****Leppington Pastoral Company Pty Limited****Landcom**

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**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**Under cl. 25C of the *Environmental Planning and Assessment Regulation 2000***Parties****Camden Council** ABN 31 117 341 764 of 70 Central Avenue Oran Park, New South Wales, 2570 (**Council**)

and

**Greenfields Development Company Pty Limited** ABN 57 125 285 583 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 (**GDC 1**)

and

**Greenfields Development Company No. 2 Pty Limited** ABN 31 133 939 965 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 (**GDC 2**)

and

**Leppington Pastoral Company Pty Limited** ABN 83 000 420 404 of 1675 The Northern Road, Bringelly, New South Wales, 2556 (**Landowner**)

and

**Landcom** ABN 79 268 260 688 of Level 14, 60 Station Street Parramatta, NSW 2150 (**Landcom**)



## **Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

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## **Background**

- A The Parties are parties to the Planning Agreement.
- B The Planning Agreement was amended by a deed of variation entered into on 26 September 2018.
- C The Parties have agreed to further amend the Planning Agreement for the purposes of:
  - a) amending the Contribution Value of the Leisure Centre;
  - b) removing the Leisure Centre as Contribution Item of Work to be delivered by GDC 1,
  - c) inserting a monetary Contribution Item which is equal to the amended Contribution Value of the Leisure Centre (as indexed) and is to be paid to the Council for the construction of the Leisure Centre;
  - d) amending the details and Contribution Values for various other Development Contribution items,
  - e) amending the Development to which the Planning Agreement applies to a maximum of 7,700 dwellings; and
  - f) acknowledging that the Planning Agreement does not operate as a promise or representation that Development Consent can or will be granted for the maximum number of dwellings comprising the Development; and
  - g) other minor changes ancillary to the above.
- D The Parties enter into this Deed to give effect to the above purposes.

## **Operative provisions**

### **1 Interpretation**

- 1.1 In this Deed the following definitions apply:
  - Deed** means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.
  - Planning Agreement** means the Oran Park Urban Release Area Planning Agreement pursuant to s93F (now s7.4) of the Act, entered into between the Parties on 22 September 2011, as amended.
- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.
- 1.3 Clauses 1.2, 48, 51, 53, 55 of the Planning Agreement apply as if they form part of this Deed with any necessary changes.

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**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

**2 Status of this Deed**

- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.
- 2.2 This Deed is not a planning agreement within the meaning of s7.4(1) of the Act.

**3 Commencement**

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

**4 Warranties**

- 4.1 The Parties warrant to each other that they:
- 4.1.1 have full capacity to enter into this Deed, and
- 4.1.2 are able to fully comply with their obligations under this Deed.

**5 Amendment to Planning Agreement**

- 5.1 On and from the date this Deed takes effect the Planning Agreement is amended in accordance with the marking-up shown on the copy of the Planning Agreement contained in Appendix 1.

**6 Costs**

- 6.1 The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 6.2 This clause continues to apply after expiration or termination of this Deed.

**7 Explanatory Note**

- 7.1 Appendix 2 contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 7.2 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 Deed.

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

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**Appendix 1**

(Clause 5)

**Amended Planning Agreement**

See the following pages.

**ORD03**

**Attachment 1**

ORD03

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

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**Execution**

**Executed as a Deed**

**Dated:**

---

**Executed on behalf of the Council** by its attorney who has no notice of revocation of its power of attorney

_____	_____
<b>Attorney signature</b>	<b>Witness signature</b>
_____	_____
<b>Attorney's name</b>	<b>Witness name</b>
<b>Signing on behalf of Camden Council</b>	_____
<b>Registered POA: Book:</b>	<b>Witness address</b>
<b>No:</b>	

---

**Executed on behalf of Greenfields Development Company Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

_____	_____
<b>Director signature</b>	<b>Director/Secretary signature</b>
_____	_____
<b>Director name</b>	<b>Director/Secretary name</b>

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

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**Executed on behalf of Greenfields Development Company No.2 Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_  
Director signature

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

\_\_\_\_\_  
Director name

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

---

**Executed on behalf of Leppington Pastoral Company Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_  
Director signature

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

\_\_\_\_\_  
Director name

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

ORD03

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

**Executed on behalf of Landcom** by its attorneys jointly under Power of Attorney Book \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

\_\_\_\_\_  
**Signature of attorney**

\_\_\_\_\_  
**Witness signature**

\_\_\_\_\_  
**Name of Attorney**

\_\_\_\_\_  
**Witness name**

\_\_\_\_\_  
**Position of attorney**

\_\_\_\_\_  
**Witness address**

\_\_\_\_\_  
**Signature of attorney**

\_\_\_\_\_  
**Witness signature**

\_\_\_\_\_  
**Name of Attorney**

\_\_\_\_\_  
**Witness name**

\_\_\_\_\_  
**Position of attorney**

\_\_\_\_\_  
**Witness address**

Attachment 1

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement****Camden Council****Greenfields Development Company Pty Limited****Greenfields Development Company No. 2 Pty Limited****Leppington Pastoral Company Pty Limited****Landcom****Appendix 2**

(Clause 7)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

**Explanatory Note****Draft Second Deed of Variation to Planning Agreement**Under cl25C of the *Environmental Planning and Assessment Regulation 2000***Parties****Camden Council** ABN 31 117 341 764 of 70 Central Avenue Oran Park, New South Wales, 2570 (**Council**)**Greenfields Development Company Pty Limited** ABN 57 125 285 583 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 (**GDC 1**)**Greenfields Development Company No. 2 Pty Limited** ABN 31 133 939 965 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 (**GDC 2**)**Leppington Pastoral Company Pty Limited** ABN 83 000 420 404 of 1675 The Northern Road, Bringelly, New South Wales, 2556 (**Landowner**)**Landcom** ABN 79 268 260 688 of Level 14, 60 Station Street Parramatta, NSW 2150 (**Landcom**)**Description of the Land to which the Draft Deed of Variation Applies**

The Draft Deed of Variation applies to the same Land the subject of the Planning Agreement.

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement****Camden Council****Greenfields Development Company Pty Limited****Greenfields Development Company No. 2 Pty Limited****Leppington Pastoral Company Pty Limited****Landcom**

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**Description of Proposed Development**

The Draft Deed of Variation applies to the Development as described in the amended Schedule 2 of the Planning Agreement.

**Summary of Objectives, Nature and Effect of the Draft Deed of Variation****Objectives of Draft Deed of Variation**

The objective of the Draft Deed of Variation is to amend the Planning Agreement to:

- increase the Contribution Value of the Leisure Centre from \$21,150,079 to \$57,611,888 indexed to September 2019;
- remove the Leisure Centre as Contribution Item of Work to be delivered by GDC 1 and replacing it instead with a monetary Contribution Item which is equal to the amended Contribution Value of the Leisure Centre (as indexed) and is to be paid to the Council for the construction of the Leisure Centre;
- amend Monetary Contribution 31 to reduce the per lot contribution to be paid by the Developer in respect of the 6,501<sup>st</sup> to 7000<sup>th</sup> Final Lots,
- amending the details and Contribution Values of other contribution items such as the Recreation and Youth Centre and Urban and Rural Roads and Water Crossings

The Draft Deed of Variation also amends the Development to which the Planning Agreement applies to a maximum of 7,700 dwellings. The Draft Deed amends the Planning Agreement to acknowledge that the Planning Agreement does not operate as a promise or representation that Development Consent can or will be granted for the maximum number of dwellings comprising the Development.

**Nature of Draft Deed of Variation**

The Draft Deed is a variation to the Planning Agreement under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*.

**Effect of the Draft Deed of Variation**

The Draft Deed of Variation amends the Planning Agreement in the manner set out in clause 5 of this Deed.



## **Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

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## **Assessment of the Merits of the Draft Deed of Variation**

### **The Planning Purposes Served by the Draft Deed of Variation**

The planning purposes served by the Draft Deed are similar to those set out in the Planning Agreement, and the Planning Agreement explanatory note.

Specifically, the Draft Deed serves the planning purposes as set out in section 1.3(c) and (g) of the *Environmental Planning & Assessment Act 1979*, by promoting the orderly and economic use and development of land, and promoting the good design and amenity of the built environment.

### **How the Draft Deed of Variation Promotes the Public Interest**

The Draft Deed promotes the public interest in the same manner set out in the Planning Agreement, and the Planning Agreement explanatory note.

Specifically, the Draft Deed promotes the public interest by increasing the Contribution Value of the Leisure Centre and requiring the Developer to pay the Council monetary contributions to be applied by the Council towards the provision of a Leisure Centre on the land dedicated to Council and thereby securing an improved facility for the use and enjoyment of the people of the Oran Park community.

### **For Planning Authorities :**

#### ***Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities***

N/A

#### ***Other Public Authorities – How the Draft Deed of Variation Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

#### ***Councils – How the Draft Deed of Variation Promotes the Elements of the Council's Charter***

The Draft Deed of Variation promotes the Guiding Principles for Councils in s8A of the *Local Government Act 1993* by:

- plan strategically for the provision of effective and efficient services to meet the needs of the community,
- manage lands and other assets so that current and future local community needs can be met in an affordable way,
- work with the Developer to secure appropriate services for local community needs,

**Second Deed of Variation to Oran Park Urban Release Area Planning Agreement**

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

- 
- actively engage with their local communities by publicly notifying this Deed of Variation.

***All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority’s Capital Works Program***

The Draft Deed requires that specified works be carried out by the Developer and monetary contributions be paid by the Developer for the purposes of providing public facilities, particularly the Leisure Centre.

These works are not included in the Council’s relevant current capital works program.

***All Planning Authorities – Whether the Draft Deed of Variation specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

The Draft Deed does not specify that certain requirements must be complied with before a construction certificates, occupation certificate or subdivision certificate is issued.

**Oran Park Urban Release Area**

**Planning Agreement**

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

**Camden Council**

**Greenfields Development Company Pty Limited**

**Greenfields Development Company No. 2 Pty  
Limited**

**Leppington Pastoral Company Pty Limited**

**Landcom**

Date:

ORD03

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

**ORIGIN AND AMENDMENTS**

**Oran Park Urban Release Area Planning Agreement (VPA) Origin:**

Execution as an Agreement dated 22 September 2011

**Amendments to Oran Park Urban Release Area Planning Agreement (VPA)**

Amendment No.	Date Adopted	Date in Effect	Description
1	<a href="#">26 September 2018</a>	<a href="#">26 September 2018</a>	Oran Park Urban Release Area VPA Amendments to include additional open space in Precinct E and to amend Schedules 1 and 3 in relation to the additional open space land dedication and embellishment works.
<a href="#">2</a>	<a href="#">[insert]</a>	<a href="#">[insert]</a>	<p><a href="#">Oran Park Urban Release Area VPA Amendments to:</a></p> <ul style="list-style-type: none"> <li><a href="#">amend the Contribution Value of the Leisure Centre;</a></li> <li><a href="#">remove the Leisure Centre as Contribution Item of Work to be delivered by GDC 1,</a></li> <li><a href="#">insert a monetary Contribution Item which is equal to the amended Contribution Value of the Leisure Centre (as indexed) and is to be paid to the Council for the construction of the Leisure Centre;</a></li> <li><a href="#">amending the details and Contribution Values for various other Development Contribution items,</a></li> <li><a href="#">amend the Development to which the Planning Agreement applies to a maximum of 7,700 dwellings; and</a></li> <li><a href="#">acknowledge that the Planning Agreement does not operate as a promise or representation that Development Consent can or will be granted for the maximum number of</a></li> </ul>

Attachment 1

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

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**ORD03**

			<a href="#">dwellings comprising the Development, and</a> <ul style="list-style-type: none"> <li>• <a href="#">other minor changes ancillary to the above.</a></li> </ul>
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**Attachment 1**

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

## Oran Park Urban Release Area Planning Agreement

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**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

ORD03

Attachment 1

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<a href="#">52</a>	<a href="#">Joint and individual liability and benefits .....</a>	<a href="#">4543</a>
<a href="#">53</a>	<a href="#">No fetter .....</a>	<a href="#">4543</a>

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## Oran Park Urban Release Area Planning Agreement

### Summary Sheet

#### Council:

**Name:** Camden Council  
**Address:** 70 Central Avenue, ORAN PARK NSW 2570  
**Telephone:** (02) 4654 7777  
**Facsimile:** (02) 4654 7829  
**Email:** mail@camden.nsw.gov.au  
**Representative:** General Manager

#### Developers:

**Name:** Greenfields Development Company Pty Limited  
**Address:** Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570  
**Telephone:** (02) 9043 7575  
**Facsimile:** (02) 9043 7555  
**Email:** mowens@greenfields.net.au  
**Representative:** Mr Mick Owens

**Name:** Greenfields Development Company No. 2 Pty Limited  
**Address:** Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570  
**Telephone:** (02) 9043 7575  
**Facsimile:** (02) 9043 7555  
**Email:** mowens@greenfields.net.au  
**Representative:** Mr Mick Owens

**Name:** Landcom  
**Address:** Level 14, 60 Station Street Parramatta, NSW 2150  
**Telephone:** (02) 9841 876096

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**Facsimile:** (02) 9841 8761

**Email:** [phourigannlennon@landcom.nsw.gov.au](mailto:phourigannlennon@landcom.nsw.gov.au)

**Representative:** Mr [Paul Hourigan](#) [Nicholas Lennon](#)

**Landowner:**

**Name:** Leppington Pastoral Company Pty Limited

**Address:** 1675 The Northern Road, BRINGELLY NSW 2556

**Telephone:** (02) 4773 4291

**Facsimile:** (02) 4773 4104

**Email:** [tim.bryan@lpcmilk.com](mailto:tim.bryan@lpcmilk.com)

**Representative:** Mr Tim Bryan

**Land:**

See definition of *Land* in clause 1.1.

**Development:**

See definition of *Development* in clause 1.1.

**Development Contributions:**

See Schedule 3.

**Application of s94, s94A and s94EF of the Act:**

See clause 5.

**Security:**

See clauses 12.1.2, 27, 31 and 40.

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**Registration:**

Yes. See clause 40.

**Restriction on dealings:**

See clause 42.

**Dispute Resolution:**

Expert determination and mediation. See clauses 38 and 39.

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## **Oran Park Urban Release Area Planning Agreement**

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

### **Parties**

**Camden Council** ABN 31 117 341 764 of 70 Central Avenue Oran Park,, New South Wales, 2570 **(Council)**

and

**Greenfields Development Company Pty Limited** ABN 57 125 285 583 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 **(GDC 1)**

and

**Greenfields Development Company No. 2 Pty Limited** ABN 31 133 939 965 of Cnr Peter Brock Drive & Oran Park Drive Oran Park NSW 2570 **(GDC 2)**

and

**Leppington Pastoral Company Pty Limited** ABN 83 000 420 404 of 1675 The Northern Road, Bringelly, New South Wales, 2556 **(Landowner)**

and

**Landcom** ABN 79 268 260 688 of Level 14, 60 Station Street Parramatta, NSW 2150 **(Landcom)**

### **Background**

- A The Landowner is the owner of the Land.
- B GDC 1 and GDC 2 propose to carry out the Development.
- C Landcom may elect to undertake part of the Development to be carried out by GDC 1.
- D The Developers propose to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

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## Operative provisions

### Part 1 - Preliminary

#### 1 Definitions & Interpretation

1.1 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.

**Anglicare Land** means Lot 16 in Deposited Plan 1153031 as shown coloured blue and hatched on the Plan.

**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) one of the following trading banks:
  - (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank,
  - (iv) National Australia Bank Limited,
  - (iv) St George Bank Limited,
  - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

**Catchment Area** means the Oran Park, Turner Road and Maryland Precincts of the South West Sydney Growth Corridor described in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 – South West Growth Centre Precinct Boundary Map* (Edition 2).

**Charge** means a fixed and specific charge over the Landowner's right, title and interest in the Charge Land.

**Charge Land** means Lot C in DP 391340, or such other land as is accepted as the Charge Land under clause 29.

**Church Land** means Lot 1601 in Deposited Plan 1153030 as shown coloured red and hatched on the Plan.

**Contribution Item** or **Item** means an item specified or described in Column 1 of Schedule 3.

**Contribution Value** means:

- (a) the attributable cost of the Contribution Item noted in the CP; or

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- (b) if no attributable cost of the Contribution Item is noted in the CP;
- (i) the amount contained in Column 5 of Schedule 3, in respect of Contribution Items contained in Schedule 3 as at the date of this Agreement; or
- (ii) the amount agreed between the Parties in respect of any Contribution Items not included in Schedule 3 at the date of this Agreement,

indexed in accordance with the CP.

**CP** means the *Oran Park and Turner Roads Precincts Section 94 Contributions Plan*.

**Development Application** has the same meaning as in the Act.

**Dedication Land** means any part of the Land which is to be dedicated to the Council under this Agreement.

**Defects Liability Period** means the period commencing on the date on which a Work is taken to have been completed under this Agreement and ending 12 months after that date.

**Deferred Work Security** means the Security provided under clause 12.1.2 of this Agreement.

**Developer** means:

- (a) GDC 1 in respect of the carrying out of the Development on the GDC 1 Land, and the Contribution Items in respect of which GDC 1 is the Responsible Party;
- (b) GDC 2 in respect of the carrying out of the Development by GDC 2 on the GDC 2 Land and the Contribution Items in respect of which GDC 2 is the Responsible Party; and
- (c) GDC 1, in respect of the carrying out of any part of the Development which GDC 1 constructs on GDC 2 Land.

**Development** means the development specified or described in Schedule 2.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Consent 227/2016** means Development Consent to Development Application DA227/2016, as modified from time to time.

**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 a public purpose.

**Facilities** means Contribution Items 3 to 9 (inclusive) and 12 to 17 (inclusive).

**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.

**GDC 1 Land** means that part of the Land marked as such on the Plan.

**GDC 2 Land** means that part of the Land marked as such on the Plan.

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



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**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.

**Indicative Staging Plan** means the *Staging Plans* contained in the Plan Package as varied by agreement between all of the Parties from time to time.

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

**Land** means the land shown edged heavy black on the Plan, excluding the Anglicare Land, Church Land and School Land but including the Strip Land.

**Lease** means a lease or two or more consecutive leases in a form approved by the Registrar-General and in accordance with the *Real Property Act 1900* and the *Conveyancing Act 1919* and which includes the terms specified in Schedule 5.

**Leisure Centre** means a sports and aquatic centre to be constructed by Council on land dedicated pursuant to Contribution Item 18 to a design and specification determined by Council.

**LG Act** means the *Local Government Act 1993*.

**LPMA** means the Land and Property Management Authority.

**Major Facilities** means Contribution Items 4, 2, 10, and 11.

**NDA** in respect of a Stage means the area of the Stage, in hectares, which is proposed to be developed for residential purposes.

**Oran Park Precinct** means the Oran Park Precinct defined in the CP.

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

**Plan** means the plan entitled *Land to which VPA Applies* in the Plan Package.

**Plan Package** means the package of plans specified and contained in Schedule 1.

**Plan of Management** means a plan of management within the meaning of s36 of the LG Act.

**Project Control Group (PCG)** means the body to be established and which is to have the roles and functions set out in clause 11 (amended from time to time with the agreement of the Parties).

**Project Quality Plan** means the plan referred to in clause 11.13 for a Major Facility.

**Public Infrastructure** means a Contribution Item comprising the carrying out of Work or dedication of land, or both.

**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.

**Registrar-General** has the same meaning as in the *Real Property Act 1900*.

**Registration Security** means a Security provided under clause 4140.3 of this Agreement.

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

**Relevant Stage**, means, in respect of a Contribution Item, the Stage identified for that Contribution Item in the table in the Indicative Staging Plan.

**Responsible Party** means the Party noted in Column 6 of Schedule 3 in respect of a Contribution Item.

**Riparian Corridor Land Policy** means the Council's policy titled *Dedication of Riparian Corridors Policy 1.18* adopted on 8 December 2009 as amended from time to time, a copy of which is available from the Council.

**Riparian Land** means the land described in Item 29.

**Riparian Works** means the Work described in Item 17.

**School Land** means Lot 15 in Deposited Plan 1153031 as shown coloured yellow and hatched on the Plan.

**Second Deed of Variation** means the document which amends this Agreement titled '*Second Deed of Variation - Oran Park Urban Release Area Planning Agreement*' entered into by the Parties on \_\_\_\_\_.

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

**Sports Park Master Plan** means the drawing titled '*Master Plan*', Drawing No. 0216-0743 MP Rev 00, dated 15 June 17 prepared by Tract, a copy of which is in Schedule 4.

**Stage** means a stage of the Development, as shown generally on the Indicative Staging Plan.

**Strip Land** means part of Lot 16 in Deposited Plan 1153031 as shown coloured green and hatched on the Plan.

**Subdivision Certificate** has the same meaning as in the Act.

**Town Centre** means land located within the Oran Park Precinct and zoned 'B2 – Local Centre' by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

**WK Agreements** means the following:

- (a) the agreement between Council, Landcom, GDC 1 and LPC dated 5 August 2010; and
- (b) the agreement between Council, Landcom and GDC 1 dated 12 March 2010.

**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.

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

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

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- 1.2.2 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.
- 1.2.3 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 is to be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 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.
- 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 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.
- 1.2.11 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.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns, but does not include the owner of a Final Lot.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

## **2 Application & operation of this Agreement**

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- 2.1 This Agreement applies to the Land and to the Development.
- 2.2 [The Developer acknowledges that the fact that the Development to which this Agreement applies specifies the subdivision of the Land to accommodate a maximum of 7,700 dwellings does not operate:](#)
- 2.2.1 [as a promise or representation by the Council that Development Consent can or will be granted for the maximum number of dwellings or any other number of dwellings, or that Council will support any planning proposal or Development Application that will enable such a dwelling yield;](#)
- 2.2.2 [as a fetter on the proper exercise of the functions of the consent authority, the Council or an accredited certifier to assess and determine applications for Development Consent made under the Act in respect of the Development;](#)
- 2.2.3 [to confer on the Developer any right to claim, or on the Council any obligation to provide, any reduction of Development Contributions required to be made, or any refund of Development Contributions made, in respect of the Development in the event that Development Consent is not obtained for the maximum number of dwellings.](#)

### **3 Further agreements relating to this Agreement**

- 3.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

### **4 Surrender of right of appeal, etc.**

- 4.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

### **5 Application of s94, s94A and s94EF of the Act to the Development**

- 5.1 This Agreement excludes the application of s94 to the Development.
- 5.2 This Agreement excludes the application of s94A to the Development.
- 5.3 This Agreement does not exclude the application of s94EF to the Development.

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## 6 Conditions of Consent

- 6.1 Nothing in this Agreement, other than clauses 5.1 and 5.2, limits or restricts the ability of Council to impose conditions on Development Consents pursuant to the Act, and no action which the Developer takes in compliance with any such conditions constitutes a breach of this Agreement.
- 6.2 Without limiting clause 6.1, the Developer acknowledges that s7.11 and s7.12 of the Act apply to development on the Land comprising dwellings exceeding 7,700 in number for which Development Consent is required under the Act.

## Part 2 – Development Contributions

### 7 Provision of Development Contributions

- 7.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council.
- 7.2 Schedule 3 has effect according to its terms.
- 7.3 Subject to clause 7.4, for the purposes of s94(5)(b) of the Act, the Council accepts the Development Contributions made by the Developer under the WIK Agreements in full satisfaction of the obligations imposed on the Developer under s94 of the Act by the following conditions of the following development consents:
- 7.3.1 Condition 48 of the Development Consent granted to DA No. 981/2008 by the Council on 19 June 2009, as modified; and
- 7.3.2 Condition 10A of the Development Consent granted to DA No. 436/2008 by the Council on 11 November 2008, as modified.
- 7.4 The Development Contributions made by the Developer under the WIK Agreements do not satisfy the Developer's obligation to pay the project management component of the contributions required by the conditions referred to in clauses 7.3.1 and 7.3.2.
- 7.5 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- 7.6 Despite clause 7.5, 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.
- 7.7 The Parties agree that on and from the date of this Agreement:
- 7.7.1 all works required to be carried out under the WIK Agreements have been completed;

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- 7.7.2 any land required to be dedicated to Council under the WIK Agreements which has not already been dedicated to Council is to be dedicated to Council free of cost, pursuant to this Agreement; and
- 7.7.3 the WIK Agreements will be terminated.
- 7.8 GDC 1 and GDC 2 warrants that they have the legal capacity to require the Landowner to transfer the land to be dedicated under this Agreement to the Council, in accordance with this Agreement.
- 7.9 [Any Contribution Value specified in this Agreement in relation to a Development Contribution does not serve to define the extent of the obligation of GDC 1 or GDC 2 \(as the case may be\) to make the Development Contribution under this Agreement, or the costs to be incurred by them for that purpose.](#)
- 7.10 [For the avoidance of doubt, the Parties acknowledge and agree that:](#)
- 7.10.1 [the Contribution Values specified in this Agreement for a Work are estimates of the cost to complete Work only;](#)
- 7.10.2 [the actual cost of completion of a Work may differ from the Contribution Value of that Work; and](#)
- 7.10.3 [GDC1 or GDC2 \(as the case may be\) will not be relieved from its obligations to carry out the Work even if the actual cost of completion of a Work is higher than the Contribution Value for that Work.](#)

## **8 Procedures relating to payment of monetary Development Contributions**

- 8.1 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.
- 8.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
- 8.3 The Anglicare Land, Church Land, School Land and Strip Land are to be ignored for the purpose of calculating any monetary Development Contribution payable under this Agreement.
- 8.4 [Except as otherwise expressly stated in this Agreement,](#) Monetary Development Contributions are to be indexed in accordance with the methodology for indexing contributions under the CP between the date of this Agreement and the date of payment of the monetary Development Contributions.
- 8.5 For the purposes of clause 8.4:
- 8.5.1 the Contribution Values are based on the *Oran Park and Turner Road Precincts Section 94 Contributions Plan* and have been calculated based on the *Consumer Price Index (Sydney: All Groups)* published by the Australian Bureau of Statistics in December 2007;
- 8.5.2 the base rate to be used for the purposes of indexation is 159.5.

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## **9 Procedures relating to the dedication of land**

- 9.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when:
- 9.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, 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*, or
  - 9.1.2 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.
- 9.2 For the purposes of clause 9.1.2:
- 9.2.1 the Landowner 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,
  - 9.2.2 the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from Landowner,
  - 9.2.3 the Landowner is to lodge the instrument of transfer for registration at the LPMA within 7 days of receiving it from the Council duly executed, and
  - 9.2.4 the Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 9.3 If this Agreement requires the Landowner to dedicate land to the Council on which the Developer is required to carry out a Work under this Agreement, the Landowner is to give to the Council the instrument of transfer of the land under clause 9.2.1 not later than 28 days or such later period as is agreed between the Parties after the Work is taken to have been completed in accordance with this Agreement.
- 9.4 The Developer is to notify the Landowner of any notices issued under clause 21 of this Agreement, so that the Landowner can determine when a Work is taken to have been completed in accordance with this Agreement.
- 9.5 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 Parties.
- 9.6 Immediately before dedicating land to the Council in accordance with this Agreement, the Developer is to provide the Council with evidence satisfactory to the Council that no land tax, charges or other debts is or are payable in connection with the land.

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**9A Procedure for remediation and dedication of Sports Park**

- 9A.1 In respect of Contribution Item 20, the Developer is to, at its own cost carry out and complete remediation of the land comprising Contribution Item 20 in accordance with Development Consent 227/2016.
- 9A.2 The Developer is to comply with condition 4.0(3) of the Development Consent 227/2016 within 10 years of the date on which Contribution Item 3 is completed for the purposes of this Agreement, or if another date has been agreed between the Parties in writing, that other date.
- 9A.3 The Developer is to dedicate Contribution Item 20 to the Council within 60 days of receiving written notice from the Council that it has complied with clause 9A.2 or such later date as notified by the Council to the Developer in writing.

**9B Agreement for Lease of Sports Park prior to dedication**

- 9B.1 Before the Commencement Date, the Developer is to prepare the Lease in a form and on terms approved by the Council and provide it to the Council for the Council's approval.
- 9B.2 On and from the Commencement Date, the Developer grants to the Council the Lease as approved by the Council and the Council accepts the grant of the Lease.
- 9B.3 As soon as reasonably practicable after the Commencement Date, the Developer must, in respect of the Lease as approved by the Council:
- 9B.3.1 insert sufficient details to complete any items or blanks in the registrable form of the Lease including, without limitation, the commencement date and any dates ascertained by reference to the commencement date,
- 9B.3.2 make any other minor additions or clerical alterations to the Lease necessary to complete the Lease so that after execution it is in registrable form, and
- 9B.3.3 attach to the Lease all plans, surveys or other documents, which are necessary to enable registration of the Lease and to give effect to this clause 9B, and deliver two copies of the Lease to the Council.
- 9B.4 As soon as reasonably practical after the Council receives the copies of the Lease from the Developer under clause 9B.3, the Council is to execute those copies and deliver them to the Landowner.
- 9B.5 As soon as reasonably practical after the Landowner receives from the Council the copies of the Lease executed by the Council the Landowner must execute the Lease and lodge it for registration at Land Registry Services.
- 9B.6 The Developer is to bear the Council's costs and all fees and charges in relation to the preparation, execution and registration of the Lease.



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- 9B.7 The Council and the Landowner are bound by the Lease as approved by the Council from and including the Commencement Date even though the Lease may not have been executed, stamped or registered at that date.
- 9B.8 In this clause, **Commencement Date** means the date Contribution Item 3 is completed for the purposes of this Agreement.

## **10 Procedure for embellishment and dedication of Riparian Land**

- 10.1 Despite anything to the contrary in this Agreement the Developer has no obligation to carry out the Riparian Works, but may elect to do so.
- 10.2 Despite anything to the contrary in this Agreement, the Landowner is under no obligation to dedicate the Riparian Land unless and until:
- 10.2.1 the Developer notifies the Council in writing that the Landowner wishes to dedicate the Riparian Land; and
- 10.2.2 the Riparian Works are completed within the meaning of this Agreement.
- 10.3 If the Riparian Works are completed within the meaning of this Agreement, the Council must accept the dedication of the Riparian Land.
- 10.4 If the Riparian Works are not completed:
- 10.4.1 there is no breach of this Agreement arising from the failure to complete the Riparian Works or dedication the Riparian Land; and
- 10.4.2 Council is under no obligation to accept the dedication of the Riparian Land.
- 10.5 If the Riparian Works are completed, the Developer must maintain the Riparian Land in accordance with any maintenance regime approved by the Council for the Riparian Land for a period of five (5) years following the completion of Riparian Works.

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## **Part 3 - Provisions regarding the Carrying out of Work**

### **11 Project Control Group**

- 11.1 Within 6 months of execution of this Agreement by the Developer, Landcom and the Landowner, the Parties agree to form the PCG.
- 11.2 The PCG is to be comprised of the representatives of all Parties noted on the Summary Sheet, or a replacement representative of a Party, notified in writing by the Party to the other Parties.
- 11.3 The PCG is to have the following functions:

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- 11.3.1 ensure that the design and specifications of the Major Facilities are progressed and determine the period of time for the purposes of clause 13.5;
- 11.3.2 agree on an appropriate system to ensure the quality of the construction of Major Facilities, including monitoring of the construction of Major Facilities;
- 11.3.3 monitor the making of Development Applications by the Developer;
- 11.3.4 monitor and manage the Developer's compliance with its obligations under this Agreement, including in relation to the provision of Contribution Items;
- 11.3.5 manage, on request by the parties, the delivery of Contribution Items; and
- 11.3.6 any other functions specified in this Agreement, or agreed between the Parties from time to time.
- 11.4 The first meeting of the PCG is to occur within 7 days of the formation of the PCG, and thereafter, the PCG is to meet twice annually on dates to be agreed at the first meeting of the PCG, and at other times as agreed by the Parties.
- 11.5 The PCG is to determine the procedures which are to govern the operation of the PCG, including meetings procedures.
- 11.6 Decisions of the PCG are to be made unanimously by all members of the PCG entitled to vote on a matter, subject to any contrary provision in this Agreement.
- 11.7 The PCG may determine that decisions on particular matters, or particular classes of matters, can be made in some other manner.
- 11.8 Landcom is not entitled to vote on any matter other than a matter in respect of which it has obligations under this Agreement.
- 11.9 Landcom and GDC 1 cannot both vote on the same matter.
- 11.10 GDC 1 is only entitled to vote on matters relating to or in connection with which GDC 1 is the Developer.
- 11.11 GDC 2 is only entitled to vote on matters relating to or in connection with which GDC 2 is the Developer.
- 11.12 The Landowner is not entitled to vote on any matter.
- 11.13 The Developer is to prepare a Project Quality Plan for each Major Facility at its own cost prior to commencing construction, which details the matters agreed by the PCG under clause 11.3.2 for that Major Facility.

## **12 Deferral of Work**

- 12.1 Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Agreement, then:
- 12.1.1 the Developer is to provide written notice to the Council to that effect;

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- 12.1.2 the Developer is to provide the Council with a Security for the Contribution Value of that Work before the date on which the Work is required to be completed under this Agreement;
- 12.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
- 12.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
- 12.1.5 the time for completion of the Work under this Agreement will be taken to be the revised completion date approved by the Council under clause 12.1.4.
- 12.2 If the Developer complies with clause 12.1, then it will not be considered to be in breach of this Agreement as a result of a failure to complete a Work by the time for completion of the Work specified in Column 4 of Schedule 3.
- 12.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 12.1.4, then the Council may call on the Security to meet any of its costs incurred under this Agreement in respect of the failure to complete the Work by the revised date for completion.
- 12.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

### **13 Approval of design of Major Facilities**

- 13.1 The Developer is to obtain the approval of the Council in accordance with this clause for the design and specifications for a Major Facility before construction or other work commences in relation to the Major Facility.
- 13.2 Prior to commencing any work on the design of a Major Facility, the Developer is to request that the Council provide the Developer with the Council's requirements for the location, design, materials, specifications, capacity and timing for the provision of the Major Facility.
- 13.3 The Council is to act reasonably when specifying its requirements for any Major Facility for which specifications are contained in the CP.
- 13.4 Once the Developer receives the Council's requirements for a Major Facility under clause 13.2, the Developer is to prepare at its own cost a concept plan for the Major Facility for Council's approval.
- 13.5 The Council is to advise the Developer in writing whether it approves of the concept plan for a Major Facility within such period of time after receiving the concept plan from the Developer as is determined by the PCG.
- 13.6 Any approval granted by the Council under clause 13.5 is to specify the requirements for the detailed design of the Major Facility.

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- 13.7 The Developer is to make any changes to the concept plan for a Major Facility requested by the Council.
- 13.8 Once a concept plan for a Major Facility has been approved by the Council, the Developer is to prepare at its own cost the detailed design of the Major Facility for the Council's approval.
- 13.9 The detailed design for the Major Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Major Facility.
- 13.10 The detailed design submitted to Council under clause 13.8 is to be accompanied by:
- 13.10.1 a draft Plan of Management for the land on which the Major Facility is to be located, if the Council has advised the Developer that, on its dedication to Council, that land will be classified as community land within the meaning of the LG Act; and
- 13.10.2 a detailed maintenance regime for the Major Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 13.11 The Council is to advise the Developer in writing whether it approves of the detailed design of a Major Facility within 2 months of receiving the detailed design from the Developer.
- 13.12 The Developer is to make any change to the detailed design for the Major Facility required by the Council.
- 13.13 Within 21 days of being provided with a copy of the Development Application by the Developer, the Council is to certify whether the Development Application is consistent with the approved detailed design of the Major Facility.
- 13.14 The Developer is not to lodge a Development Application for a Major Facility unless the Council has first approved of the detailed design for the Major Facility and certified that the Development Application is consistent with the approved detailed design of the Major Facility.
- 13.15 A Development Application for a Major Facility is to be accompanied by the written certification referred to in clause 13.13 when lodged with Council acting as the consent authority.
- 13.16 For the avoidance of doubt, nothing in this clause is to be construed as fettering the Council's discretion, acting as consent authority, in determining any Development Application for a Major Facility.
- 13.17 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Major Facility under this clause.

## **14 Approval of design of other Facilities**

- 14.1 The Council is to approve the design and specifications for a Facility before construction or other work commences in relation to the Facility.
- 14.2 Prior to commencing any work on the design of a Facility, the Developer is to request that the Council provide the Developer with its requirements for the

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location, design, materials, specifications, capacity and timing for the provision of the Facility.

- 14.3 The Council is to act reasonably when specifying its requirements for any Facility for which specifications are contained in the CP.
- 14.4 Once the Developer receives the Council's requirements for the Facility under clause 14.2, the Developer is to provide the detailed design for the Facility to the Council for the Council's approval.
- 14.5 The detailed design for the Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Facility.
- 14.6 The detailed design submitted to the Council under clause 14.4 is to be accompanied by:
- 14.6.1 a draft Plan of Management for the land on which the Facility is to be located, if the Council has advised the Developer that, on its dedication to the Council, that land will be classified as community land within the meaning of the LG Act; and
- 14.6.2 a detailed maintenance regime for the Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 14.7 The Council is to advise the Developer in writing whether it approves of the detailed design of a Facility within 2 months of receiving the detailed design from the Developer.
- 14.8 The Developer will make any change to the detailed design for the Facility required by the Council.
- 14.9 The Developer is not to lodge any Development Application for a Facility unless the Council has first approved of the detailed design for the Facility, and provided its written certification that the Development Application is consistent with the approved detailed design of the Facility.
- 14.10 The Council is to provide the written certification referred to in clause 14.8 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Facility.
- 14.11 A Development Application for a Facility is to be accompanied by the written certification referred to in clause 14.8 when lodged with the Council, as the consent authority.
- 14.12 For the avoidance of doubt, nothing in this clause can be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for a Facility.
- 14.13 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Facility under this clause.

## **15 Staging of Works**

- 15.1 In order to ensure that the Developer can provide the Contribution Items comprising Works at the time required under this Agreement, the Developer is

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to ensure that Development Applications are lodged which seek consent for the Works, in conjunction with the Stage indicated in Column 4 of Schedule 3.

## **16 Carrying out of Work**

- 16.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out:
- 16.1.1 in accordance with any design or specification specified by the Council,
  - 16.1.2 any relevant Development Consent and any other applicable law,
  - 16.1.3 in a good and workmanlike manner and to the accepted industry standards,
  - 16.1.4 if the Work is a Major Facility, in accordance with the Project Quality Plan for that Major Facility,
  - 16.1.5 if the Work is a Facility, in accordance with an appropriate quality monitoring system, as agreed between the Parties,
  - 16.1.6 and otherwise to the satisfaction of the Council.
- 16.2 If the Developer is required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under clause 16.1, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

## **17 Access to the Land**

- 17.1 The Landowner is to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach by the Developer relating to the carrying out of a Work.
- 17.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry 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.

## **18 Protection of people and property**

- 18.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
- 18.1.1 all necessary measures are taken to protect people and property, and
  - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
  - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.

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## **19 Damage and repairs to Work**

- 19.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

## **20 Variation of Work**

- 20.1 A Work is not to be varied by the Developer, unless:
- 20.1.1 the Developer and Council agree in writing to the variation, and
  - 20.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
  - 20.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 20.2 For the purposes of clause 20.1 a variation may relate to any matter in relation to the Work that is dealt with by this Agreement.
- 20.3 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Work, which results from the variation requested by the Council.
- 20.4 Council shall pay the amount referred to in clause 20.3 to the Developer after the Work is complete, and within 28 days of receipt of:
- 20.4.1 a tax invoice for the amount claimed by the Developer; and
  - 20.4.2 documentation which demonstrates to Council's satisfaction the increase in costs as a result of the variation requested by the Council.
- 20.5 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 at the date of this Agreement.

## **21 Procedures relating to the completion of Work**

- 21.1 A Development Contribution comprising the carrying out of a Work is completed for the purposes of this Agreement when the Council at request of the Developer gives written notice to the Developer to that effect.
- 21.2 The Council assumes responsibility for a Work that is located on land owned or controlled by the Council when the Work is completed,
- 21.3 The Council assumes responsibility for a Work that is located on land that is required to be dedicated to the Council under this Agreement when the later to occur of the Work being completed and the land being dedicated to the Council occurs.

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## **22 Procedures relating to the rectification of defects**

- 22.1 During the Defects Liability Period, the Council may give to the Developer one or more Rectification Notices.
- 22.2 Subject to the resolution of a dispute in accordance with this Agreement, the Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 22.3 If the Developer breaches clause 22.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.

## **23 Failure to carry out Work**

- 23.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
- 23.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
- 23.1.2 the breach to be rectified to the Council's satisfaction.
- 23.2 A notice given under clause 23.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 23.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 23.1:
- 23.3.1 call upon any Security [provided to the Council under clause 27 of this Agreement](#), and
- 23.3.2 carry out and complete the Work the subject of the Developer's breach.
- 23.4 Clauses 38 and 39 do not prevent a notice being given under clause 23.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 38 or clause 39 ceases to apply when such a notice is given.
- 23.5 The Council is not required to give the Developer a notice under clause 23.1 as a pre-condition to calling-up any Security in relation to the Developer's breach if the Council reasonably believes that the Developer is unlikely to comply with a Rectification Notice.
- 23.6 If the Council calls up a Security pursuant to clause 23.5, the Council is to notify the Developer in writing immediately following the calling up of that Security.



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## 24 Works Completion Plan

- 24.1 No later than 60 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:
- 24.1.1 a full works-as-executed-plan in respect of the Work,
  - 24.1.2 any warranties associated with any products used in the construction of the Work, and
  - 24.1.3 copies of all documentation associated with quality monitoring during construction for Facilities and Major Facilities.

## Part 4 – Landcom, Indemnities and Insurances

### 25 Role of Landcom

- 25.1 Landcom may determine, in its absolute discretion, that it will perform some or all of obligations of GDC 1 under this Agreement.
- 25.2 If Landcom is willing to perform all or any of GDC 1's obligations under this Agreement, then Landcom is to provide written notice to the Council to that effect, and the written notice is to specify which obligations Landcom intends to meet (**Accepted Obligations**).
- 25.3 Once the notice in clause 25.2 has been provided, a reference to the Developer which would have been taken to be a reference to GDC 1, and any reference to GDC 1, is to be taken as a reference to Landcom in respect of the Accepted Obligations.

### 26 Indemnity and Insurance

- 26.1 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:
- 26.1.1 Council's approval of the design and specifications of any Major Facility or Facility;
  - 26.1.2 the carrying out by the Developer of any Work; and
  - 26.1.3 the performance by the Developer of any other obligation under this Agreement.
- 26.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:

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- 26.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (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 Works,
- 26.2.2 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,
- 26.2.3 workers compensation insurance as required by law, and
- 26.2.4 any other insurance required by law.
- 26.3 If the Developer fails to comply with clause 26.2, 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:
- 26.3.1 by calling upon any Security provided by the Developer to the Council under this Agreement, or
- 26.3.2 recovery as a debt due in a court of competent jurisdiction.
- 26.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 26.2.
- 26.5 Notwithstanding any other provision of this Agreement, these clauses 26.1 to 26.4 do not bind Landcom, including when Landcom is taken to be the Developer.
- 26.6 Landcom warrants, and Council acknowledges, that:
- 26.6.1 Landcom is a member of the NSW Treasury Managed Fund;
- 26.6.2 the Fund provides Landcom with insurance cover against any liability arising from a breach by Landcom of its obligations under this Agreement.

## Part 5 - Security

### 27 Provision of Security

- 27.1 Upon the execution of this Agreement by all of the Parties:
- 27.1.1 GDC 1 is to provide the Council with Security in the amount of \$3,200,000; and
- 27.1.2 GDC 2 is to provide the Council with Security in the form of a charge over the Charge Land.
- 27.2 The Parties acknowledge that, at the date of this Agreement, the Security provided under clause 27.1 has a value in excess of the [Contribution Value for the most valuable Contribution Item comprising a Work which has not](#)

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~~been completed, within the meaning of the Agreement (Outstanding Work), and in excess of the amount of the Security required to be held under clause 27.3.~~

27.3 GDC 1, GDC 2 and Landcom are to ensure at all times that the Council holds Security equal to the greater of:

27.3.1 the Contribution Value for the most valuable Outstanding Work;

~~27.3.2 an amount that is equal to the sum of all monetary Development Contributions described as instalments (c) to (g) (inclusive) in Column 4 of the Table in Schedule 3 corresponding to Contribution Item 33A that are unpaid (Outstanding Item 33A Contributions);~~

~~27.3.2~~ 27.3.3 10% of the sum of the Contribution Values of all Contribution Items comprising the dedication of land or the carrying out of Works, which:

- (a) are not complete (if the Contribution Item is a Work); or
- (b) have not been provided (if the Contribution Item is the dedication of land),

(Outstanding Land and Works Items); or

~~27.3.3~~ 27.3.4 \$1,000,000.00,

provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below \$1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items ~~or the Outstanding Item 33A Contributions, whichever is greater.~~

27.4 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics and GDC 1, GDC 2, and Landcom are to ensure that the Security held by the Council at all times equals the indexed amount notified to GDC 1, GDC 2 and Landcom by Council.

~~27.5 Notwithstanding any other provision of this Agreement, the Council will not issue a Subdivision Certificate for the Land unless the Developer has complied with, and is not in breach of, this clause 27.~~

## 28 Release & return of Security

28.1 The Council is to return the Security or any remaining part of it to the Party which provided the Security to the Council, within 28 days of the completion by GDC 1, GDC 2 and Landcom of all of their obligations under this Agreement to the satisfaction of the Council.

28.2 At any time following the provision of the Security, GDC 1, GDC 2 or Landcom may provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.

28.3 On receipt of a replacement Security, the Council is to release and return to the relevant Party as directed, the Security it holds which has been replaced.

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## **29 Call-up of Security**

- 29.1 The Council may call-up any Security provided under this Agreement if, in its absolute discretion and despite clauses 38 and 39, it considers that GDC 1, GDC 2 or Landcom has breached this Agreement.
- 29.2 If the Council calls on the Security, it may use the amount so paid to it [to remedy the breach or](#) in satisfaction of any costs incurred by it in remedying the breach, [or both](#).
- 29.3 If the Council calls on the Security, the Council may, by notice in writing to the Party which provided the Security, require the that Party to provide a further or replacement Security in an amount that, when added to any unused portion of the Security held by the Council, equals, but does not exceed the amount of the Security the Council is entitled to hold under this Agreement.
- 29.4 Notwithstanding clause 29.1 or any other provision of this Agreement:
- 29.4.1 a Deferred Work Security can only be called-up in relation to a breach of this Agreement in respect of the carrying out of the Work in relation to which the Deferred Work Security was provided; and
- 29.4.2 a Registration Security can only be called-up in relation to a breach of this Agreement in respect of the Development Contributions required in relation to the Superlot for which the Registration Security was provided.

## **30 Charge Land**

- 30.1 Council will, on or near each anniversary of the date of this Agreement, appoint a valuer to conduct a valuation of the Charge Land.
- 30.2 The valuer is to be agreed between Council, GDC 1, GDC 2 and Landcom, and, failing agreement, will be appointed by the Council.
- 30.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by GDC 1, GDC 2 and Landcom.
- 30.4 GDC 2 is to provide Council, on each anniversary of the date of this Agreement, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.
- 30.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require GDC 2 to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.
- 30.6 GDC 2 may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the charge over the Charge Land.
- 30.7 On receipt of a notice under clause 30.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the

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alternative site has a value which, when added to the other Security held by Council under this Agreement, equals the amount of Security required to be held under this Agreement, Council will approve the grant of a charge over the alternative site, and will discharge the charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.

- 30.8 Clauses 30.2 and 30.3 apply to the appointment of a valuer for the purposes of clause 30.7.
- 30.9 The Landowner is to grant access to any valuer appointed under this clause 30 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 30.10 GDC 2 is to bear the Council's costs associated with registration of any charge over the Charge Land or any alternative site, and the discharge of any such charge.

### **31 Charge**

- 31.1 For the purposes of clause 27.1.2 of this Agreement, on the date of execution of this Agreement, the Landowner grants to the Council the **Charge**.
- 31.2 The Landowner is to do all things necessary to enable the Council to register the Charge.

### **32 Caveat**

- 32.1 The Landowner agrees to the Council lodging a caveat over the Charge Land relating to the interest secured by the Charge.

### **33 Priority**

- 33.1 The Landowner must not create any mortgage or charge over the Charge Land ranking in priority equal with or ahead of the Charge.
- 33.2 The Landowner must not create any mortgage or charge over the Charge Land or grant any other interest in the Charge Land, which would not rank in priority equal with or ahead of the Charge, without the prior written approval of the Council.

### **34 Enforcement of Charge**

- 34.1 If Council is entitled to call up any Security in respect of a breach of this Agreement by GDC 1, GDC 2, or Landcom, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 34 applies.
- 34.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers,

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authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:

- 34.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,
- 34.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and
- 34.2.3 give all notices, orders and directions which the Council considers to be expedient.
- 34.3 Council may, at the Council's discretion and without notice:
  - 34.3.1 enter upon and take possession of the Charge Land or any part of it, or
  - 34.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:
    - (a) at public auction or by private contract, and
    - (b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or
  - 34.3.3 if exercising rights under clause 34.3.2:
    - (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,
    - (b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and
    - (c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.
- 34.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 34.3:
  - 34.4.1 appoint a receiver or manager of the Charge Land;
  - 34.4.2 remove any receiver or manager so appointed;
  - 34.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
  - 34.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
  - 34.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,
  - 34.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,

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- 34.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,
- 34.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,
- 34.4.9 generally do and cause to be done such acts and things which GDC 2 might have done for the protection and the improvement of the Charge Land.
- 34.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Agreement.
- 34.6 The proceeds derived from the sale of the Charge Land pursuant to clause 34.3 will be applied as follows:
  - 34.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Agreement, including costs incurred in remedying the breach of the Agreement; and
  - 34.6.2 second, in paying the surplus (if any) to GDC 2.

### **35 Discharge**

- 35.1 Within 28 days of GDC 1, GDC 2 and Landcom meeting all of their obligations under this Agreement, the Council is to promptly give the Landowner a discharge of the Charge in registrable form and remove any and all caveats which the Council holds over the Charge Land.

## **Part 6 - Other Provisions**

### **36 Recovery of cost of Work carried out by the Council**

- 36.1 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work that is not met by a Security provided under this Agreement, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 36.2 For the purpose of clause 36.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
  - 36.2.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - 36.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and

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36.2.3 without limiting clause 36.2.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

### **37 Enforcement in a court of competent jurisdiction**

- 37.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 37.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 37.2.1 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,
- 37.2.2 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.

### **38 Dispute Resolution – expert determination**

- 38.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 38.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 38.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 38.4 If a notice is given under clause 38.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 38.5 If the dispute is not resolved within a further 28 days, the dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 38.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 38.7 Each Party is to bear its own costs arising from or in connection with the appointment of the Expert and the expert determination.

### **39 Dispute Resolution – mediation**

- 39.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 38 applies.
- 39.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.



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- 39.3 If a notice is given under clause 39.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 39.4 If the dispute is not resolved within a further 28 days, the Parties are to mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society, or the President's nominee, to select a mediator.
- 39.5 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.

#### **40 Registration of this Agreement**

- 40.1 Subject to clauses 40.2 and 40.3, and subject to the Landowner obtaining the agreement of the persons specified in section 93H(1) of the Act, the Parties agree that this Agreement will be registered as a planning agreement on the title to the Land as permitted by s93H of the Act.
- 40.2 The Parties agree that:
- 40.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot; and
- 40.2.2 on lodgement of any plans of subdivision of the Land with the Registrar-General that create Final Lots, the Registrar-General will be directed not to register this Agreement on the title to the Final Lots being created by that plan.
- 40.3 The Parties also agree that the registration of the Agreement will be removed from the title to any part of the Land in relation to which the Developer proposes to sell Final Lots which are not yet created (**Superlot**), before the Developer has met its obligations under this Agreement in relation to the Superlot, if:
- 40.3.1 The Landowner or Developer has notified the Council that it wishes to commence selling Final Lots to be created on the Superlot;
- 40.3.2 The Landowner or Developer has provided Council with a copy of the proposed plan of subdivision for the Superlot;
- 40.3.3 The Landowner and Developer are not in breach of this Agreement; and
- 40.3.4 The Developer provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work and monetary Development Contributions in respect of the Superlot.
- 40.4 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 40.1 including obtaining the consent of any mortgagee or other person with an interest in the Land to that registration, and having the certificates of title for the Land delivered to the Registrar-General.

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- 40.5 The Parties agree to sign such documents and do such things as may be required to achieve the said registration within seven (7) days of the execution of this Agreement.
- 40.6 Upon completion of the obligations of the Developer pursuant to this Agreement, the Parties are to do such things as may be required to remove the recording of this Agreement as a planning agreement from the title of the Land, including removing the recording of the Agreement from the title to part of the Land in respect of this the Developer has met its obligations.
- 40.7 Landcom will bear all costs incurred by any Party in relation to the registration of this Agreement in accordance with this clause.
- 40.8 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

#### **41 Compulsory Acquisition**

- 41.1 In the event that the Landowner does not dedicate any land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring that land, for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 41.2 Council is to only acquire land pursuant to clause 41.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.
- 41.3 Clause 41.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 41.4 If, as a result of the acquisition referred to in clause 41.1, the Council is to pay compensation to any person other than the Landowner, the Developer or Landowner is to reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 41.5 Except as otherwise agreed between the Parties, the Landowner is to 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 Landowner 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.
- 41.6 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.
- 41.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 41, including without limit:

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- 41.7.1 signing any documents or forms;
  - 41.7.2 giving land owner's consent for lodgement of any Development Application;
  - 41.7.3 producing certificates of title to the Registrar-General under the Real Property Act; and
  - 41.7.4 paying the Council's costs arising from clause 41.
- 41.8 Notwithstanding clause 41.5, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, and:
- 41.8.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement, unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges; and
  - 41.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

## **42 Assignment, sale of Land, etc**

- 42.1 Unless the matters specified in clause 42.2 are satisfied:
  - 42.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot, to any person, or
  - 42.1.2 the Developer is not to assign or novate to any person the Developer's rights or obligations under this Agreement.
- 42.2 The matters required to be satisfied for the purposes of clause 42.1 are as follows:
  - 42.2.1 the relevant Party has, at no cost to the Council, first procured the execution by the person to whom that Party's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council, and
  - 42.2.2 the Council, by notice in writing to the relevant Party, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement,
  - 42.2.3 the relevant Party is not in breach of this Agreement, and
  - 42.2.4 the Council, acting reasonably, otherwise consents to the transfer, assignment or novation.

## **43 Monitoring & review of this Agreement**

- 43.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the

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- performance of its obligations under this Agreement, and is to provide an update on the performance of its obligations under this Agreement at each PCG meeting.
- 43.2 The report referred to is to be in such a form and to address such matters as may be notified by the Council to the Developer from time to time.
- 43.3 The Council, at its own cost, is to keep a written register of the Development Contributions made by the Developer under this Agreement.
- 43.4 The register is to contain (but is not limited to) particulars of the following:
- 43.4.1 each Development Contribution made,
- 43.4.2 the form of the Development Contribution,
- 43.4.3 the Contribution Item to which the Development Contribution relates by reference to Schedule 3 of this Agreement,
- 43.4.4 the date on which the Development Contribution is made, and
- 43.4.5 particulars of any Development Contributions that are required by this Agreement to have been made that the Developer has not made.
- 43.5 The Council is to allow the Parties to have access to the register during the ordinary business hours of the Council and at no cost.
- 43.6 The register is to be conclusive evidence of the matters it contains relating to the making of Development Contributions by the Developer under this Agreement.
- 43.7 The Parties agree to review this Agreement annually, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 43.8 For the purposes of clause 43.7, 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.
- 43.9 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 43.7, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 43.10 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.
- 43.11 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 43.7 is not a dispute for the purposes of clauses 38 and 39 and is not a breach of this Agreement.

#### **44 Variations to Contribution Items and Staging**

- 44.1 The Developer may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.

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- 44.2 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.
- 44.3 The Developer may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 44.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.
- 44.5 If a variation is made to the Contribution Items pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 44.6 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause does not require a variation to this Agreement.

## **45 Notices**

- 45.1 Any notice, consent, information, application or request that is to 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:
- 45.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 45.1.2 faxed to that Party at its fax number set out in the Summary Sheet.
- 45.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 45.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 45.3.1 delivered, when it is left at the relevant address,
- 45.3.2 sent by post, 2 business days after it is posted, or
- 45.3.3 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.
- 45.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

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#### **46 Approvals and Consent**

- 46.1 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.
- 46.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

#### **47 Legal costs**

- 47.1 The Developer is to pay to the Council the Council's legal costs of preparing, negotiating, executing and stamping this Agreement, and any documents related to this Agreement within 7 days of a written demand by the Council for such payment.
- 47.2 The Developer is also to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.
- 47.3 The Developer is to pay the Council's costs of preparing, negotiating, executing and stamping any amendment to this Agreement.

#### **48 Entire Agreement**

- 48.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 48.2 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.

#### **49 Further acts**

- 49.1 Each Party is to 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.

#### **50 Notations on section 149(2) Planning Certificates**

- 50.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land, other than a Final Lot.

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## **51 Governing law and jurisdiction**

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

## **52 Joint and individual liability and benefits**

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

## **53 No fetter**

- 53.1 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.

## **54 Representations and Warranties**

- 54.1 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.

## **55 Severability**

- 55.1 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 is to be read in the latter way.
- 55.2 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.

## **56 Modification**

- 56.1 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.

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**57 Waiver**

- 57.1 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.
- 57.2 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.
- 57.3 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.

**58 GST**

- 58.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 58.2 Subject to clause 58.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply is to also pay the GST Amount as additional Consideration.
- 58.3 Clause 58.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 58.4 No additional amount shall be payable by the Council under clause 58.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 58.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:



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- 58.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 58.5.2 that any amounts payable by the Parties in accordance with clause 58.2 (as limited by clause 58.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 58.6 No payment of any amount pursuant to this clause 58, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 58.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, is to exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 58.8 This clause continues to apply after expiration or termination of this Agreement.

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## **59 Explanatory Note relating to this Agreement**

- 59.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 59.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

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**Schedule 1**

(Clause 1.1)

**Plan Package**

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## **Schedule 2**

(Clause 1.1)

### **The Development**

Development of the Land for urban purposes, involving the subdivision of the Land to accommodate ~~approximately 5,500~~[a maximum of 7,700](#) dwellings and non-residential development, and associated infrastructure.

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**Schedule 3**  
 (Clause 7)

**Development Contributions**

**Part A - Development Contributions Table**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Contribution Item	Public Purpose	Nature/Extent	Timing	Contribution Value	Responsible Party
Carrying out of works					
1. <u>Leisure Centre</u> <u>Not used</u>	Open space and recreation	Construction of a leisure centre including: <ul style="list-style-type: none"> <li>• 25 m pool</li> </ul>	Prior to the issue of the Subdivision Certificate for the 3,500th Final Lot	\$21,150,079	GDC-1

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	<ul style="list-style-type: none"> <li>• <del>Free-form leisure pool and teaching pool</del></li> <li>• <del>Two-court hall/auditorium</del></li> <li>• <del>Fitness centre</del></li> <li>• <del>Creche centre</del></li> <li>• <del>Public art component at 2% of the base building cost</del></li> </ul>				
2. Recreation and Youth centre	Open space and recreation	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in the CP, except for the indoor rock climbing wall and two court sports hall.	Prior to the issue of the Subdivision Certificate for the 4,000th Final Lot	\$10,619,6438.0 70,815 indexed to September 2018	GDC 1
3. Sports Park	Open space and recreation	A Sports Park on a 10.44ha site in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications in the Sports Park Master Plan.	Sports Park to be completed by 30 November 2020	\$6,711,847	GDC 1

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4. Playing Fields	Open space and recreation	(a) One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.  (b) A single playing field on a site to the south of the Town Centre within Wayne Gardner Reserve.	Prior to the issue of the Subdivision Certificate for the 1,200th Final Lot	\$2,974,509	GDC 1
5. Children's Playgrounds	Open space and recreation	(a) Three (3) playgrounds on the GDC1 Land  (b) Two (2) playgrounds on the GDC 2 Land	Prior to the issue of the Subdivision Certificate for the 300th Final Lot  Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	Nil  \$403,050	GDC 1  GDC 1  GDC 2

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					Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.		
6. Children's Play-spaces	Open space and recreation	(a) Five (5) play-spaces on the Land	GDC 1	\$403,050	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	GDC 1	
		(b) Two (2) play-spaces on the Land	GDC 2	\$403,050	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	GDC 2	
7. Community Parks/Green Spaces	Open space and recreation	A community park of 10,000m2 in the Town Centre meeting the specifications proposed in the CP.		\$1,148,693	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within	GDC 1	

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			<p>the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.</p>		
<p>8. Other Passive Open Space</p>	<p>Open space and recreation</p>	<p>(a) Embellishment of passive open space on GDC 1 Land meeting the specifications proposed in the CP.</p>	<p>Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.</p>	<p>\$5,204,660</p>	<p>GDC 1</p>
		<p>(b) Embellishment of passive open space on GDC 2 Land meeting the specifications proposed in the CP.</p>	<p>Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.</p>	<p>\$1,869,175</p>	<p>GDC 2</p>



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9. Other Passive Open Space – Riparian Style Embellishment	Open space and recreation	(a) Embellishment of riparian style passive open space on GDC 1 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$870,588	GDC 1
	Open space and recreation	(b) Embellishment of riparian style passive open space on GDC 2 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	Nil	GDC 2
10. Branch Library/Community Resource Centre	Community facility	A branch library/community resource centre on a site of 6,805m <sup>2</sup> in the Town Centre in the vicinity of the Town Park at an exact location agreed between the Parties.	Prior to the issue of the Subdivision Certificate for the 3,000th Final Lot	\$7,861,445	GDC 1

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11. Multi-purpose Community Centre	Community facility	One multi-purpose community centre in the general location identified in the CP.	Prior to the issue of the Subdivision Certificate for the 4,500th Final Lot	\$1,607,646	GDC 2
12. Urban and Rural Roads	Roads and traffic management	(a) The Urban and Rural Roads identified in the CP that traverse the GDC 1 Land in accordance with the specifications provided in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$5,362,150	GDC 1
		(b) The Urban and Rural Roads identified in the CP that traverse the GDC 2 Land in accordance with the specifications provided in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$ <del>6,853,643</del> <u>384,333</u>	GDC 2

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13. Signalised Intersections	Roads and traffic management	(a) Two (2) intersections on GDC 1 Land in the general locations shown in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$533,400	GDC 1
		(b) Four (4) intersections on GDC 2 Land in the general locations shown in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$1,066,800	GDC 2
14. Cycleways	Roads and traffic management	(a) The cycleways identified on GDC 1 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which	\$758,575	GDC 1

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				Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.		
		(b) The cycleways identified on GDC 2 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$1,119,367	GDC 2
15. Bus Stops	Roads and traffic management	Sixteen bus stops in locations to be agreed between the Developer and Council.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage, and subject to a bus servicing strategy being agreed to between the Parties	\$274,440	GDC 1 and GDC 2

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16. Water Crossings	Roads and traffic management	<u>Two (2) Three (3)</u> crossings that are located entirely within the GDC 2 Land. This comprises one (1) crossing type identified as <u>T6.1 in the CP, one (1) crossing type identified as T6.3 in the CP</u> and one (1) crossing type identified as T6.5 in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$ <u>3,543,773</u> <u>5,797,723</u>	GDC 2
17. Embellishment of Riparian Land	Open Space and recreation	Embellishment of Riparian Land (Item 29) in accordance with the Riparian Corridor Land Policy, and any vegetation management plan and plan of management approved by Council for the Riparian Land..	Not applicable	Nil	GDC 1 and GDC 2
<b>Dedication of Land</b>					
18. Leisure Centre	Open space and recreation	Dedication of 1.1ha site <del>is located for the construction of the Leisure Centre by the Council</del>	<del>On completion, within the meaning of this Agreement, of Item 1, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.</del>	\$1,122,000	GDC 2
			<del>By 2018 or within two (2) years after the opening of the</del>		

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				<a href="#">Oran Park Administration Building.</a>		
19. Recreation and Youth Centre	Open space and recreation	Dedication of 0.77ha site on which Item 2 is located (but excluding land on which the BMX and skate park facilities are located).		On completion, within the meaning of this Agreement, of Item 2, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$785,400	GDC 1
20. Sports Park	Open space and recreation	Dedication of 10.44ha site on which Item 3 is located.		In accordance with clause 9A.3	\$5,916,000	GDC 1
21. Playing Fields	Open space and recreation	Dedication of 6.98ha site on which Items 4(a) and 4(b) are located.		On completion, within the meaning of this Agreement, of Items 4(a) and 4(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$2,754,000	GDC 2
22. Children's Playgrounds	Open space and recreation	Dedication of 1.34ha site in which Items 5(a) and 5(b) are located.		On completion, within the meaning of this Agreement, of Items 5(a) and 5(b), and otherwise in accordance with this Agreement, or at such	\$1,224,000	GDC1 and GDC 2

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				later date as agreed by Council.		
23. Children's Play-spaces	Open space and recreation	Dedication of 2.06ha site on which Items 6(a) and 6(b) are located		On completion, within the meaning of this Agreement, of Items 6(a) and 6(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,224,000	GDC1 and GDC 2
24. Community Parks/Green Spaces	Open space and recreation	Dedication of the 10,000m <sup>2</sup> site on which Item 7 is to be located.		On completion, within the meaning of this Agreement, of Items 7, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$510,000	GDC 2
25. Other Passive Open Space Embellishment and Other Passive Open Space – Riparian Style Embellishment	Open space and recreation	(a) Dedication of 14.03ha site on which Item 8(a) and Item 9(a) are located.  (b) Dedication of 6.36ha site on which Item 8(b) and Item 9(b) is located.		On completion, within the meaning of this Agreement, of Items 8(a) and 9(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$14,310,600	GDC1
				On completion, within the meaning of this Agreement, of Items 8(b) and 9(b), and	\$3,556,944	GDC 2

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				otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
26. Branch Library/ Community Resource Centre	Community facilities	Dedication of 6,805m <sup>2</sup> site on which Item 10 is to be located.		On completion, within the meaning of this Agreement, of Item 10, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$694,110	GDC 2
27. Multi-Purpose Community Centre	Community facilities	Dedication of the 1,102m <sup>2</sup> site on which Item 11 is located.		On completion, within the meaning of this Agreement, of Item 11, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$115,005	GDC 2
28. Urban and Rural Roads	Roads and traffic Management	(a) Dedication of land on which Item 12(a) is located.		On completion, within the meaning of this Agreement, of Item 12(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$3,929,407	GDC 1
		(b) Dedication of land on which Item 12(b) is located.		On completion, within the meaning of this Agreement, of Item 12(b), and otherwise	\$5,090,657	GDC 2



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				in accordance with this Agreement, or at such later date as agreed by Council.		
29. Riparian Land	Open Space, Recreation, and Environmental Conservation	Dedication of 36ha of riparian corridor land, as agreed between the Parties, in accordance with the Riparian Corridor Land Policy and this Agreement.		Within 28 days of completion of the Riparian Works (Item 17), or at such later date as agreed by Council.	Nil	GDC 1 and GDC 2
<b>Monetary Contribution</b>						
31. Monetary Contribution	Various	An amount determined by deducting the Contribution Value for all Contribution Items (other than Items 30, 32(a), 32(b) and 33) from the amount that would otherwise be payable by GDC 1, GDC 2 and Landcom in respect of the Development, under the CP		Payment of <del>\$12,4723,311</del> per lot prior to the issue of the Subdivision Certificate for the last <del>4,5006,501<sup>st</sup></del> Final <del>Lots, Lot to the 7000<sup>th</sup></del> Final <del>Lot</del>	<del>\$18,707,379</del> <u>1,655,355</u>	GDC 2
32. Monetary Contribution	Administration	(a) An amount which is one third of the total project management costs incurred by GDC 1 in respect of all Items involving Works provided to Council under this Agreement.		Prior to the issue of the Subdivision Certificate for each Final Lot	\$2,227 per ha of NDA up to a maximum of \$472,240	GDC 1

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		(b) An amount which is one third of the total project management costs incurred by GDC 2 in respect of all items involving Works provided to Council under this Agreement.	Prior to the issue of the Subdivision Certificate for each Final Lot	\$644 per ha of NDA up to a maximum of \$127,055	GDC 2
33. Monetary Contribution	Off-site water cycle management	An amount to be applied by the Council toward the provision of water cycle management facilities generated by the Development but located outside of the Land.	Prior to the issue of the Subdivision Certificate for each Final Lot in Stages O and R	\$17,132 per ha of NDA up to a maximum of \$511,898	GDC 2
<u>33A. Monetary Contribution</u>	<u>Leisure Centre</u>	<u>An amount to be applied by the Council towards the provision of a Leisure Centre on the land dedicated to Council under Item 18</u>	<u>To be paid in instalments as follows:</u> <u>(a) Upon the execution of the Second Deed of Variation to this Agreement - \$3,000,000.</u> <u>(b) Within fourteen (14) days of Council giving GDC 1 a copy of the final Development Application documentation for the Leisure Centre, such documentation to be given to GDC 1 before they are lodged with the relevant</u>	<u>\$57,611,888 indexed to September 2019 and not subject to further indexation under Clause 8.4 of this Agreement.</u>	<u>GDC 1</u>

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		<p><u>consent authority (estimated to be approximately six months after the execution of the Second Deed of Variation to this Agreement) - \$3,000,000.</u></p> <p><u>(c) Within fourteen (14) days of receipt by GDC1 of written notice from Council that Council has awarded a construction contract for the construction of the Leisure Centre (estimated to be approximately 9 months after the lodgement of the Development Application for the Leisure Centre) - \$15,000,000.</u></p> <p><u>(d) Three (3) months from the receipt of the written notice from Council of the award of the construction contract for the Leisure Centre- \$10,000,000.</u></p> <p><u>(e) Six (6) months from the receipt of the written notice from Council of the award of the construction contract for</u></p>		
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			<p><u>the Leisure Centre - \$10,000,000.</u></p> <p><u>(f) Nine (9) months from the receipt of the written notice from Council of the award of the construction contract for the Leisure Centre - \$15,000,000.</u></p> <p><u>(g) Twelve (12) months from the receipt of the written notice from Council of the award of the construction contract for the Leisure Centre - \$1,611,888.</u></p>		
<b>Miscellaneous</b>					
34. Water Cycle Management	Water cycle management	Water cycle management works are to be constructed in accordance with a water cycle management strategy approved by the Council. The water cycle management strategy is to achieve the water outcomes and objectives for each sub-catchment covered by the CP and incorporate a range of engineering devices including		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have	GDC 1 and GDC 2

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		wetlands, bioretention, dry basins and open water bodies.	been issued to 90% or more of the total NDA of the Stage.	
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**Part B - Details of Development Contributions**

Note: The net developable areas and the areas of land to be dedicated in each Stage are approximate and are likely to change throughout the life of the Development.

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
A	21.9	4	Playing Fields	A single playing field on a site to the south of the Town Centre within Wayne Gardner Reserve.	32,300
		5	Playground	One (1) playground	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	
		14	Cycleways	Cycleways identified in the CP plus extensions	
		12 and 13	Urban Roads	Part of Peter Brock Drive	
			Located within open space or riparian land.		

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
B	32.1	17	Embellishment of Riparian Lands	Two (2) signalised intersections	49,300
		6	Play Space	One (1) play space	24,900
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
C	15.2	34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		6	Play Space	One (1) play space	10,100
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*	
D	21.0	12	Urban Roads	Part of Peter Brook Drive		
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.	
		17	Embellishment of Riparian Lands			34,100
		5	Playground		One (1) playground	56,200
		6	Play Space		One (1) play space	
		8	Other Passive Open Space		Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		2	Recreation and Youth Facility (part)		Skate Park and BMX Facility	
		34	Water Cycle Management		Water Detention	Located within open space land.
E	19.56	14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.	
		3	Sports Park			79,000 126,200



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**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
F	10.8			A sports park on a 10.44ha site in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications in the Sports Park Master Plan.	
		5	Playground	One (1) playground.	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		14	Cycleways	Cycleways identified in the CP plus extensions.	Located within open space or riparian land.
		4	Playing Fields	One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.	68,300
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		2	Recreation and Youth Centre (part)	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in	

Attachment 1 **ORD03**

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
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**Leppington Pastoral Company Pty Limited**  
**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
				the CP except for the Skate Park and the BMX Facility, the indoor rock climbing wall and two court sports hall.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		35,100
G	8.1	10	Library	A branch library/community resource centre in the Town Centre	6,805
		<u>418</u>	Leisure Centre	Construction of a leisure centre including: <ul style="list-style-type: none"> <li>▪ 25 m pool;</li> <li>▪ Free form leisure pool and teaching pool;</li> <li>▪ Two court hall/auditorium;</li> <li>▪ Fitness centre;</li> <li>▪ Creche centre;</li> </ul>	11,000

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
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**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
				Public art component at 2% of the base building cost. Dedication of land upon which a Leisure Centre will be constructed by the Council.	
H	9.7	7	Community Park	A community park in the Town Centre meeting the specifications proposed in the CP.	
I	15.0	8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	27,300
		34	Water Cycle Management	Water Detention	Located within open space land.
J	30.62	6	Play Space	One (1) play space	59,900
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	

# Attachment 1

## ORD03

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
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**Leppington Pastoral Company Pty Limited**  
**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
K	45.5	9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	Located within open space land.
		34	Water Cycle Management	Water Detention	
		12	Rural Roads	Upgrade part of Cobbitty Road	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	
		6	Play Space	One (1) play space	17,600
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	49,900
		34	Water Cycle Management	Water Detention	
		L	40.9	8	Other Passive Open Space

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
M	19.0	9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.5 identified in the CP	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		42,500
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	5,400
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 and 13	Urban Roads	Part of Peter Brook Drive Part of East-West Road 2 identified in the CP	

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
		14	Cycleways	One (1) signalised intersection Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		7,100
N	19.4	6	Play Space	One (1) play space	10,400
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		29,400
O	17.3	12 and 13	Urban Roads	Part of Transit Boulevard One (1) signalised intersection	
P	23.87	12	Rural Roads	Upgrade part of Cobbitty Road	
Q	17.8	5	Playground	One (1) playground	14,600

**Oran Park Urban Release Area Planning Agreement**  
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**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.3 identified in the CP	
		12	Urban Roads	Part of East-West Road 2 identified in the CP	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		61,900
R	14.2	11	Community Centre	One multi-purpose community centre in the general location identified in the CP.	1,128
		5	Playground	One (1) playground	3,000
S	32.3	6	Play Space	One (1) play space	12,300

Attachment 1 **ORD03**

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
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**Leppington Pastoral Company Pty Limited**  
**Landcom**

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m <sup>2</sup> )*
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 and 13	Urban Roads	Part of East-West Road 2 identified in the CP Two (2) signalised intersections	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		96,300



**Oran Park Urban Release Area Planning Agreement**  
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**Leppington Pastoral Company Pty Limited**  
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**ORD03**

**Schedule 4**

(Clause 1.1)

**Sports Park Master Plan**

See next page

**Attachment 1**

ORD03

Attachment 1

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
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**Oran Park Urban Release Area Planning Agreement**  
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**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
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**Attachment 1**

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**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

**Schedule 5**

(Clause 1.1)

**Terms of Lease**

<b>Landlord</b>	The registered proprietor of Leased Area
<b>Tenant</b>	Council of Camden
<b>Leased Area</b>	Contribution Item 20, being the 10.44ha site on which Contribution Item 3 is located, to be shown on a plan which complies with the Registrar-General's guidelines.
<b>Commencement Date</b>	The date that Contribution Item 3 is completed for the purposes of this Deed
<b>Termination Date</b>	The date that the Leased Area is dedicated to the Council under this Deed which shall not be less than 10 years from the Commencement Date.
<b>Rent</b>	\$1.00 per annum
<b>Permitted Use</b>	Use of the Leased Area as a public sports park which is accessible by members of the public
<b>Sublease</b>	Provisions a reasonably required by the Council to enable the Council to sublease the Leased Area or enter into such other agreements with third parties for the management and operation of the Leased Area as a sports park
<b>Access by Developer</b>	Provisions as reasonably required by the Council to allow the Developer to enter onto the leased area in order to carry out remediation of the Leased Area in accordance with this Deed,
<b>Liability for Claims and Indemnity</b>	Provisions as reasonably required by the Council setting out which party is liable for claims and indemnity having regard to the fact that the public will be allowed onto the land
<b>Other Terms</b>	Such other provisions as reasonably required by the Council.

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**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

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**Execution**

**Executed as an Agreement**

**Dated:**

---

**Executed on behalf of the Council**

---

**General Manager**

---

**Witness/Name/Position**

---

**Executed on behalf of Greenfields Development Company Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

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**Name/Position**

---

**Name/Position**

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

ORD03

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

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**Executed on behalf of Greenfields Development Company No.2 Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

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Name/Position

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Name/Position

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**Executed on behalf of Leppington Pastoral Company Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

---

Name/Position

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Name/Position

---

**Executed on behalf of Landcom** by me, Sean O’Toole, Managing Director, as Delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation:

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**Sean O’Toole, Managing Director**

---

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

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Name/Position

**ORD03**

**Attachment 1**

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

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ORD03

**Oran Park Urban Release Area Planning Agreement**  
**Camden Council**  
**Greenfields Development Company Pty Limited**  
**Greenfields Development Company No. 2 Pty Limited**  
**Leppington Pastoral Company Pty Limited**  
**Landcom**

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**Appendix**

(Clause 60)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

Attachment 1

**Explanatory Note**

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

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Refund of Development Application Costs.

On 6 February 2020, I lodged a Development Application for a change of operating hours for the Narellan Mens Shed.

The registered number of the application is **DA No 2012/522/2**.

On that day I paid the required fee of \$645,00 and receipt nr **02227411:0001** was issued.

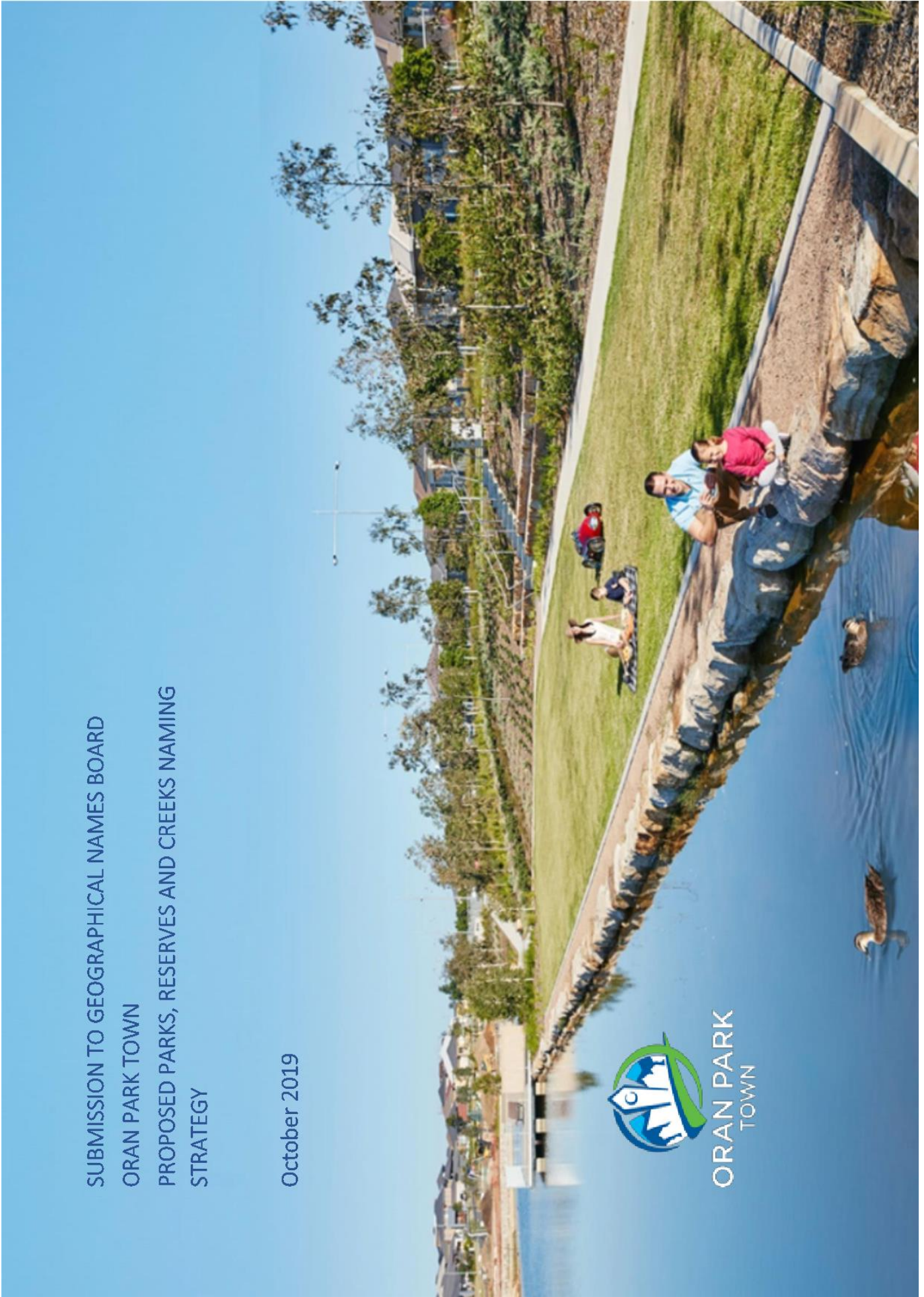
This development application was determined and approved on 13 February 2020.

As the Narellan Mens Shed is a not for profit and community organisation I request a refund of the Development Application costs of \$645.00.

Regards  
Mark Cook  
Secretary

SUBMISSION TO GEOGRAPHICAL NAMES BOARD  
ORAN PARK TOWN  
PROPOSED PARKS, RESERVES AND CREEKS NAMING  
STRATEGY

October 2019



## 1.0 INTRODUCTION

This proposal seeks permission from the Geographical Names Board (GNB) to approve names for parks, reserves and open spaces in newly opening parts of Oran Park Town. The proposed naming strategy is founded upon the rich history of the Oran park locality, both as an iconic Australian motor raceway and the land's even older history as farm land, used for the dairy industry.

This proposal seeks to assign names based on the land's motor racing and farming history as well as the Camden history.

## 2.0 ORAN PARK TOWN HISTORY

Oran Park Town is a former raceway and working dairy farm. Since Oran Park Town's commencement in 2010 it has become a thriving new town, with a town centre now home to Camden Council's Administration building, Oran Park Podium with 30 specialty stores, NSW's biggest Woolworths and new library. Oran Park Town is home to many businesses with demand requiring the building of a new commercial building in 2019.

Oran Park Town and the surrounding area will be home to 25,000 people in the long term.

Oran Park Town is located approximately 60 km from the Sydney CBD. It forms the geographical centre of the Camden Local Government Area and is the most advanced part of the South West Growth Centre.

## 3.0 ORAN PARK RACEWAY HISTORY

Oran Park Raceway was established in 1962, built by the volunteer labour of the Singer Car Club. The first race meeting was held in 1962 on a one-mile track with an inferior bitumen surface. Oran Park Raceway became a home for car clubs in the 1960s.

In 1971 Oran Park Raceway hosted the Australian Touring Car Championship (later V8 Supercars) for the first time, and remained a fixture on the Championship's calendar until the circuit's closure in 2008. The circuit was extended in 1973 into a distinctive Figure 8 with a bridge, unique among Australian circuits. The now-Grand Prix Circuit hosted the Australian Grand Prix in 1974 won by Max Stewart, and again in 1977 with Warwick Brown victorious. High profile motorcycling events and races for Sports Sedans were also popular in the 1970s.

In the 1980s Oran Park hosted the Grand Final of the Australian Touring Car Championship. In 1988 and 1989 Oran Park hosted rounds of the Superbike World Championship. Mick Doohan was victorious in 1988.

In the 1990s Oran Park Raceway commenced Super Truck racing, attracting huge crowds. A skid pan was added to the complex in the 1990s with Oran Park Raceway becoming a key facility for driver training.

In the 2000s Oran Park Raceway added a pit lane garage and corporate hospitality complex to the circuit to meet the growing needs of the Touring Car Championship which by now had become the V8 Supercars.

Oran Park Raceway hosted the final round of the 2008 V8 Supercars Championship as its farewell to the Championship. The circuit continued to operate successfully until January 25, 2010. On January 27, 2010 the demolition of the Circuit commenced to facilitate the Oran Park Town project.

## 4.0 PROPOSED NAMING STRATEGY

As per previous applications we seek to continue the themes of motor racing and farming for the parks reserves and open spaces as well as reflect the history of the Camden local government area.

Endorsement of the following names is sought from the GNB:

### Singer Park

Oran Park Raceway was built with volunteer labour over many years by the members of the Singer Car Club. If not for this committed group of enthusiasts, Oran Park Raceway would never have been built, and this name recognises their commitment.

**Recommendation: The GNB endorse the name Singer Park**

### Hollywood Park

Whilst the majority of the proposed park names in Oran Park Town reflect the motor racing history of Oran Park, the proposed naming of Hollywood Park reflects the more recent history of Oran Park Town. The park is located adjacent to the Oran Park Town sign which is referred to by the locals as “the Hollywood sign” and we look to embrace this local reference and seek to name the park Hollywood Park.

Please see attachment to this submission for more information.

**Recommendation: The GNB endorse the name Hollywood Park**

### Julia Reserve & Julia Creek

Julia Perich migrated to Australia in 1948 along with her husband Kolombo Perich. Julia and her husband Kolombo founded Leppington Pastoral Company in 1951. Both Julia and her husband Kolombo were proud Camden residents and supported local charities and causes which continues today through their family members. Julia Perich passed away in 1984.

**Recommendation: The GNB endorse the names Julia Reserve and Julia Creek**

### Kolombo Reserve & Kolombo Creek

Kolombo Perich migrated to Australia in 1948 along with his wife Julia Perich. After much work and sacrifice, they were able to purchase a small dairy farm in 1951 milking 25 cows. By 1963 they were milking 200 cows

at Bringelly. They then went on to purchase local dairy farms including one in Oran Park. Kolombo and his wife Julia were proud Camden residents and supported local charities and causes which continues today through their family members. Mr Kolombo Perich passed away in 1999.

**Recommendation: The GNB endorse the names Kolombo Reserve & Kolombo Creek**

### Rons Creek

Ronald Cecil Christie (Service No 410630) was a flight sergeant in the 32 Squadron during World War II. On 18 November 1943, the 23 year old pilot was on a cross country training exercise while based at Camden airfield. The plane crashed over Kiama killing all the crew and he was laid to rest at the Camden War Cemetery.

As Oran Park was the site of a military training camp during WWII, our intention is to name several streets in this subdivision after war veterans and as such we would like to name a small creek that runs to the north of Oran Park Town, Rons Creek in recognition of this local World War II veteran.

**Recommendation: The GNB endorse the name Rons Creek**

### Anthony Creek

Anthony Harge (Serial No 9761) was born in Camden and enlisted in the Australian Imperial Force in 1915. Anthony was made a Private with the 1<sup>st</sup> Field Ambulance and he and the men in his unit were responsible for saving many casualties from the battlefields in Alexandria, Egypt and the Western Front in France. In 1919 whilst serving on the Western Front in France, Anthony sustained injuries to his left arm and shoulder and was transported to England for medical attention. In May of 1919 he returned back to Australia due to deteriorating eyesight and was discharged.

As Oran Park was the site of a military training camp, our intention is to name several streets in this subdivision after war veterans and as such we

would like to name a creek that runs east-west through Oran Park Town, Anthony Creek, in recognition of this local World War I veteran.

**Recommendation:** The GNB endorse the name Anthony Creek

Titan Park

At the time when Oran Park Raceway was operating, the Police conducted Police Dog Training at the Raceway. In recognition of this, we would like to name a large park in the southern corner of the development, Titan Park, after Police dog Titan who was a general-purpose dog killed in the line of duty in 2004.

**Recommendation:** The GNB endorse the name Titan Park

Angus Park

The proposed name is in recognition of the farming heritage of Oran Park. Angus is a breed of cattle that was imported into Tasmania in the 1820's. The breed was later introduced to the southern mainland in 1840 and is now found in all Australian states.

**Recommendation:** The GNB endorse the name Angus Park

Park Names for Tranche 26

Tranche 26 is located to the north of the civic precinct. The civic precinct includes Camden Council's administration building, Oran Park Library and future Oran Park Leisure Centre. Given its close proximity to the civic precinct, we would like to recognise past civic leaders and Camden historical identities in Tranche 26 and propose the following park names:

- Dawson Park
- Whiteman Park
- Brooking Park

Dawson Park

John Dawson-Damer, was a member of the English aristocracy. He and his wife purchased Oran Park House in 1969 and undertook restoration guided by architect Richard Mann.

John 'DD' Dawson-Damer was a car collector and also a prominent motor racing identity and was involved with the International Automobile Federation and the Historic Sports Racing Car Association of NSW. He was tragically killed in an accident while driving his Lotus 63 at a race meeting at Goodwood, West Sussex in 2000.

**Recommendation:** The GNB endorse the name Dawson Park

Whiteman Park

Charles Thomas Whiteman was Mayor of Camden from 1892 - 1893 and was one of the first elected representatives of the Camden Municipality in 1889. The Whiteman family have a long-standing history in Camden including the establishment of a Whiteman's department store on Argyle Street which was open for business from 1878 until 2000. The store passed through four Whiteman generations and employed many Camden residents.

**Recommendation:** The GNB endorse the name Whiteman Park

Brooking Park

Frank Brooking was Mayor of Camden from 1993 – 1997. He was a respected civic leader and member of Camden Rotary, Rural Fire Service and many other community committees and organisations. He passed away in 2013.

**Recommendation:** The GNB endorse the name Brooking Park

ORD06

Attachment 1



# CODE OF MEETING PRACTICE P3.0113.7

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## CODE OF MEETING PRACTICE

**DIVISION:** Customer and Corporate Strategy

**BRANCH:** Governance and Risk

**CATEGORY:** 1

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Code of Meeting Practice  
Adopted by Council:  
Effective:

Next Review Date: 30/09/2021  
EDMS #:

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## 1 INTRODUCTION

This Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is made under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2005* (the Regulation).

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

This Code of Meeting Practice incorporates the mandatory provisions of the Model Meeting Code, some non-mandatory provisions and other supplementary provisions as indicated throughout the document. This Code of Meeting Practice is not inconsistent with the mandatory provisions of the Model Meeting Code. The sections and clauses referred to in brackets after headings of this Code, refer to sections of the Act and clauses of the Regulation. Supplementary provisions are those practices that are specific to Camden Council.

This Council and any Committees of the Council of which all the members are Councillors must conduct its meetings in accordance with this Code of Meeting Practice as adopted by the Council.

## 2 MEETING PRINCIPLES

### 2.1 Council and Committee meetings should be:

**Transparent:** Decisions are made in a way that is open and accountable.

**Informed:** Decisions are made based on relevant, quality information.

**Inclusive:** Decisions respect the diverse needs and interests of the local community.

**Principled:** Decisions are informed by the principles prescribed under Chapter 3 of the Act.

**Trusted:** The community has confidence that Councillors and staff act ethically and make decisions in the interests of the whole community.

**Respectful:** Councillors, staff and meeting attendees treat each other with respect.

**Effective:** Meetings are well organised, effectively run and skilfully chaired.

**Orderly:** Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

## 3 BEFORE THE MEETING

### Timing of Ordinary Council meetings

- 3.1 Ordinary meetings of the Council will generally be held on the following occasions: Generally the ~~fourth-second~~ Tuesday of each month at ~~6.00pm~~6.30pm in Council's Administration Centre, Oran Park. This may vary for particular meetings if Council so resolves.



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

#### **Extraordinary meetings**

- 3.2 If the Mayor receives a request in writing, signed by at least two (2) Councillors, the Mayor must call an Extraordinary meeting of the Council to be held as soon as practicable, but in any event, no more than fourteen (14) days after receipt of the request. The Mayor can be one of the two Councillors requesting the meeting. **(Section 366)**

#### **Notice to the public of Council meetings**

- 3.3 The Council must give notice to the public of the time, date and place of each of its meetings, including Extraordinary meetings and of each meeting of Committees of the Council. **(Section 9(1))**
- 3.4 For the purposes of clause 3.3, notice of a meeting of the Council and of a Committee of Council is to be published before the meeting takes place. The notice must be published on the Council's website, and in such other manner that the Council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.
- 3.5 Council will advertise each Council meeting on its facebook page and other social media platforms. **(Supplementary)**
- 3.6 For the purposes of clause 3.3, notice of more than one (1) meeting may be given in the same notice.

#### **Notice to Councillors of Ordinary Council meetings**

- 3.7 The General Manager must send to each Councillor, at least three (3) days before each meeting of the Council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting. **(Section 367(1))**
- 3.8 The day of issue and the day of the meeting are not to be counted as days of notice. **(Supplementary)**
- 3.9 The notice and the agenda for, and the business papers relating to, the meeting may be given to Councillors in electronic form, but only if all Councillors have facilities to access the notice, agenda and business papers in that form. **(Section 367(3))**

#### **Notice to Councillors of Extraordinary meetings**

- 3.10 Notice of less than three (3) days may be given to Councillors of an Extraordinary meeting of the Council in cases of emergency. **(Section 367(2))**
- 3.11 Council may resolve to hold additional meetings as considered necessary. Additional meetings of Council convened by resolution of Council are subject to 3 days' notice and must also be advertised in accordance with this Code. **(Supplementary)**

### Giving notice of business to be considered at Council meetings

- 3.12 A Councillor may give notice of any business they wish to be considered by the Council at its next Ordinary meeting by way of a notice of motion. To be included on the agenda of the meeting, the notice of motion must be in writing and must be submitted **5** business days before the meeting is to be held. **(refer to Appendix B)**
- 3.13 A notice of motion to alter or rescind a resolution must be submitted to the General Manager no later than 2 business days after the meeting at which the resolution was adopted. **(Supplementary – refer to Appendix A)**
- 3.14 A Councillor may, in writing to the General Manager, request the withdrawal of a notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.
- 3.15 For the avoidance of doubt, the Mayor may also lodge a notice of motion or a rescission motion in accordance with these provisions. **(Supplementary)**

### Questions with notice (refer to Appendix C)

- 3.16 A Councillor may, by way of a notice submitted under clause 3.12, ask a question for response by the General Manager about the performance or operations of the Council.
- 3.17 A Councillor is not permitted to ask a question with notice under clause 3.16 that comprises a complaint against the General Manager or a member of staff of the Council, or a question that implies wrongdoing by the General Manager or a member of staff of the Council.
- 3.18 The General Manager or their nominee may respond to a question with notice submitted under clause 3.16 by way of a report included in the business papers for the relevant meeting of the Council or orally at the meeting.

### Agenda and business papers for Ordinary meetings

- 3.19 The General Manager must cause the agenda for a meeting of the Council or a Committee of the Council to be prepared as soon as practicable before the meeting.
- 3.20 The General Manager must ensure that the agenda for an Ordinary meeting of the Council states:
- (a) all matters to be dealt with arising out of the proceedings of previous meetings of the Council, and
  - (b) if the Mayor is the Chairperson – any matter or topic that the Chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
  - (c) all matters, including matters that are the subject of staff reports and reports of Committees, to be considered at the meeting, and
  - (d) any business of which due notice has been given under clause 3.12.
- 3.21 Nothing in clause 3.20 limits the powers of the Mayor to put a Mayoral Minute to a meeting under clause 9.6.
- 3.22 The General Manager must not include in the agenda for a meeting of the Council any business of which due notice has been given if, in the opinion of the General Manager, the business is, or the implementation of the business would be, unlawful. The General Manager must report, without giving details of the item of business, any such exclusion to the next meeting of the Council.

- 3.23 Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the General Manager, is likely to take place when the meeting is closed to the public, the General Manager must ensure that the agenda of the meeting:
- (a) identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
  - (b) states the grounds under section 10A(2) of the Act relevant to the item of business. **(Section 9(2A)(a))**
- 3.24 The General Manager must ensure that the details of any item of business which, in the opinion of the General Manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided to Councillors for the meeting concerned. Such details must not be included in the business papers made available to the public, and must not be disclosed by a Councillor or by any other person to another person who is not authorised to have that information.

#### **Availability of the agenda and business papers to the public**

- 3.25 Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of the Council and Committees of Council, are to be published on the Council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of the Council, at the relevant meeting and at such other venues determined by the Council. **(Section 9(2) and (4))**
- 3.26 Clause 3.25 does not apply to the business papers for items of business that the General Manager has identified under clause 3.23 as being likely to be considered when the meeting is closed to the public. **(Section 9(2A)(b))**
- 3.27 For the purposes of clause 3.25, copies of agendas and business papers must be published on the Council's website and made available to the public at a time that is as close as possible to the time they are available to Councillors. **(Section 9(3))**
- 3.28 A copy of an agenda, or of an associated business paper made available under clause 3.25, may in addition be given or made available in electronic form. **(Section 9(5))**

#### **Agenda and business papers for Extraordinary meetings**

- 3.29 The General Manager must ensure that the agenda for an Extraordinary meeting of the Council deals only with the matters stated in the notice of the meeting.
- 3.30 Despite clause 3.29, business may be considered at an Extraordinary meeting of the Council, even though due notice of the business has not been given, if:
- (a) a motion is passed to have the business considered at the meeting, and
  - (b) the business to be considered is ruled by the Chairperson to be of great urgency on the grounds that it requires a decision by the Council before the next scheduled Ordinary meeting of the Council.
- 3.31 A motion moved under clause 3.30(a) can be moved without notice but only after the business notified in the agenda for the Extraordinary meeting has been dealt with.
- 3.32 Despite clauses 10.23–10.34, only the mover of a motion moved under clause 3.30(a) can speak to the motion before it is put.

- 3.33 A motion of dissent cannot be moved against a ruling of the Chairperson under clause 3.30(b) on whether a matter is of great urgency.

#### Briefing Sessions

- 3.34 Council may hold regular briefings generally on the ~~second-fourth~~ Tuesday of each month or otherwise as determined by the General Manager from time to time. Councillor briefings are informal gatherings or briefing sessions and may involve Councillors, Council staff and invited participants. Such briefings shall be chaired by the General Manager or another senior Council officer and should not be used for detailed or advanced discussions where agreement is reached. In conducting such briefings, Council is cognisant of its obligations and responsibilities in terms of open decision making and transparency of process. **(Supplementary)**

#### 4 PUBLIC ADDRESS AT COUNCIL MEETINGS

- 4.1 The public address session at a Council meeting provides an opportunity for people to speak publicly on any item on Council's business paper. **(Supplementary)**
- 4.2 The public address session at a Council meeting will be conducted in accordance with the Public Address Guidelines, which are included in **Appendix D** to this Code. **(Supplementary)**
- 4.3 A list of applicants speaking at the public address segment of the Council meeting, together with any information supplied by applicants, will be made available to Councillors at the meeting. **(Supplementary)**

#### 5 COMING TOGETHER

##### Attendance by Councillors at meetings

- 5.1 All Councillors must make reasonable efforts to attend meetings of the Council and of Committees of the Council of which they are members.

**Note: A Councillor may not attend a meeting as a Councillor (other than the first meeting of the Council after the Councillor is elected or a meeting at which the Councillor takes an oath or makes an affirmation of office) until they have taken an oath or made an affirmation of office in the form prescribed under section 233A of the Act.**

- 5.2 A Councillor cannot participate in a meeting of the Council or of a Committee of the Council unless personally present at the meeting.
- 5.3 Where a Councillor is unable to attend one or more Ordinary meetings of the Council, the Councillor should request that the Council grant them a leave of absence from those meetings. This clause does not prevent a Councillor from making an apology if they are unable to attend a meeting. However the acceptance of such an apology does not constitute the granting of a leave of absence for the purposes of this Code and the Act.
- 5.4 A Councillor's request for leave of absence from Council meetings should, if practicable, identify (by date) the meetings from which the Councillor intends to be absent and the grounds upon which the leave of absence is being sought.
- 5.5 Any application for leave of absence should be sent to the General Manager in writing by no later than 5.00pm on the Monday preceding the first Ordinary meeting from which the Councillor intends to be absent. **(Supplementary)**

- 5.6 The Council must act reasonably when considering whether to grant a Councillor's request for a leave of absence.
- 5.7 A Councillor's civic office will become vacant if the Councillor is absent from three (3) consecutive Ordinary meetings of the Council without prior leave of the Council, or leave granted by the Council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the Council has been suspended under the Act, or as a consequence of a compliance order under section 438HA. **(Section 234(1)(d))**
- 5.8 A Councillor who intends to attend a meeting of the Council despite having been granted a leave of absence should, if practicable, give the General Manager at least two (2) days' notice of their intention to attend.
- 5.9 If a Councillor attends a Council meeting (whether or not an Ordinary meeting) despite having been granted leave of absence, the leave of absence is taken to have been rescinded as regards any future Council meeting. **(Supplementary)**

#### **The quorum for a meeting**

- 5.10 The quorum for a meeting of the Council is a majority of the Councillors of the Council who hold office at that time and are not suspended from office. **(Section 368(1))**
- 5.11 Clause 5.10 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of the Council. **(Section 368(2))**
- 5.12 A meeting of the Council must be adjourned if a quorum is not present:
- (a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
  - (b) within half an hour after the time designated for the holding of the meeting, or
  - (c) at any time during the meeting.
- 5.13 In either case, the meeting must be adjourned to a time, date and place fixed:
- (a) by the Chairperson, or
  - (b) in the Chairperson's absence, by the majority of the Councillors present, or
  - (c) failing that, by the General Manager.
- 5.14 The General Manager must record in the Council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of the Council, together with the names of the Councillors present.
- 5.15 Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the safety and welfare of Councillors, Council staff and members of the public may be put at risk by attending the meeting because of a natural disaster (such as, but not limited to flood or bushfire), the Mayor may, in consultation with the General Manager and, as far as is practicable, with each Councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on the Council's website and in such other manner that the Council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.

- 5.16 Where a meeting is cancelled under clause 5.15, the business to be considered at the meeting may instead be considered, where practicable, at the next Ordinary meeting of the Council or at an Extraordinary meeting called under clause 3.2.

#### Entitlement of the public to attend Council meetings

- 5.17 Everyone is entitled to attend a meeting of the Council and Committees of the Council. The Council must ensure that all meetings of the Council and Committees of the Council are open to the public. **(Section 10(1))**
- 5.18 Clause 5.17 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.
- 5.19 A person (whether a Councillor or another person) is not entitled to be present at a meeting of the Council or a Committee of the Council if expelled from the meeting:
- (a) by a resolution of the meeting, or
  - (b) by the person presiding at the meeting if the Council has, by resolution, authorised the person presiding to exercise the power of expulsion. **(refer clause 15.14) (Section 10(2))**

#### Webcasting of meetings

- 5.20 All meetings of the Council and Committees of the Council are to be webcast on the Council's website.
- 5.21 For the purposes of clause 5.20, Council will broadcast an audio visual live stream of each Council meeting and upload an audio visual recording of that meeting in conjunction with the release of the minutes on the Friday immediately following that meeting. **(Supplementary)**
- 5.22 Clause 5.20 does not apply to parts of a meeting that have been closed to the public under section 10A of the Act.
- 5.23 At the start of each meeting the Chairperson is to make a statement informing those in attendance that the meeting is being webcast and that those in attendance should refrain from making any defamatory statements.
- 5.24 At the start of each meeting, the Chairperson is to make a statement that, in accordance with Camden Council's Code of Meeting Practice and as permitted under the *Local Government Act 1993*, the meeting is being live streamed and recorded by Council staff for minute taking and webcasting purposes, that no other webcasting or recording by a video camera, still camera or any other electronic device capable of webcasting or recording speech, moving images or still images is permitted without the prior approval of Council, that Council has not authorised any other webcasting or recording of this meeting, and that a person may, as provided under section 10(2)(a) or (b) of the *Local Government Act 1993*, be expelled from a meeting of a Council for using or having used any device in contravention of this clause. **(Supplementary)**
- 5.25 A recording of each meeting of the Council and Committee of the Council is to be retained on the Council's website ~~only until the minutes of that meeting are adopted by the Council at a subsequent meeting for a period of 12 months after the date of the meeting.~~ Recordings of meetings may be disposed of in accordance with the *State Records Act 1998*.
- 5.26 Recordings of meetings will be retained indefinitely in Council's document management system. **(Supplementary)**

### Attendance of the General Manager and other staff at meetings

- 5.26 The General Manager is entitled to attend, but not to vote at, a meeting of the Council or a meeting of a Committee of the Council of which all of the members are Councillors. **(Section 376(1))**
- 5.27 The General Manager is entitled to attend a meeting of any other Committee of the Council and may, if a member of the Committee, exercise a vote. **(section 376(2))**
- 5.28 The General Manager may be excluded from a meeting of the Council or a Committee while the Council or Committee deals with a matter relating to the standard of performance of the General Manager or the terms of employment of the General Manager. **(Section 376(3))**
- 5.29 The attendance of other Council staff at a meeting, (other than as members of the public) shall be with the approval of the General Manager.

## 6 THE CHAIRPERSON

### The Chairperson at meetings

- 6.1 The Mayor, or at the request of or in the absence of the Mayor, the Deputy Mayor (if any) presides at meetings of the Council. **(Section 369(1))**
- 6.2 If the Mayor and the Deputy Mayor (if any) are absent, a Councillor elected to chair the meeting by the Councillors present presides at a meeting of the Council. **(Section 369(2))**

### Election of the Chairperson in the absence of the Mayor and Deputy Mayor

- 6.3 If no Chairperson is present at a meeting of the Council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a Chairperson to preside at the meeting.
- 6.4 The election of a Chairperson must be conducted:
- (a) by the General Manager or, in their absence, an employee of the Council designated by the General Manager to conduct the election, or
  - (b) by the person who called the meeting or a person acting on their behalf if neither the General Manager nor a designated employee is present at the meeting, or if there is no General Manager or designated employee.
- 6.5 If, at an election of a Chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the Chairperson is to be the candidate whose name is chosen by lot.
- 6.6 For the purposes of clause 6.5, the person conducting the election must:
- (a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
  - (b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.
- 6.7 The candidate whose name is on the drawn slip is the candidate who is to be the Chairperson.

- 6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

**Chairperson to have precedence**

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

**7 MODES OF ADDRESS**

- 7.1 If the Chairperson is the Mayor, they are to be addressed as 'Mr Mayor' or 'Madam Mayor'.
- 7.2 Where the Chairperson is not the Mayor, they are to be addressed as either 'Mr Chairperson' or 'Madam Chairperson'.
- 7.3 A Councillor is to be addressed as 'Councillor [surname]'.
- 7.4 A Council officer is to be addressed by their official designation or as Mr/Ms [surname].
- 7.5 Members of the public attending meetings of Council are required to address the Chairperson courteously and not address other Councillors or staff directly unless requested to do so. **(Supplementary)**

**8 ORDER OF BUSINESS FOR ORDINARY COUNCIL MEETINGS**

- 8.1 The general order of business for an Ordinary meeting of the Council shall be:
- Prayer
  - Acknowledgement of Country
  - Webcasting of Council Meetings
  - Leaves of Absence
  - Declaration of Interest
  - Public Addresses
  - Confirmation of Minutes
  - Mayoral Minute
  - Agenda Reports
  - Motions of Rescission
  - Notice of Motion
  - Questions With Notice
  - Closed Council.
- 8.2 The order of business as fixed under clause 8.1 may be altered for a particular meeting of the Council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.
- 8.3 Despite clauses 10.23 - 10.34, only the mover of a motion referred to in clause 8.2 may speak to the motion before it is put.



## 9 CONSIDERATION OF BUSINESS AT COUNCIL MEETINGS

### Business that can be dealt with at a Council meeting

- 9.1 The Council must not consider business at a meeting of the Council:
- (a) unless a Councillor has given notice of the business, as required by clause 3.12, and
  - (b) unless notice of the business has been sent to the Councillors in accordance with clause 3.7 in the case of an Ordinary meeting or clause 3.10 in the case of an Extraordinary meeting called in an emergency.
- 9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:
- (a) is already before, or directly relates to, a matter that is already before the Council, or
  - (b) is the election of a Chairperson to preside at the meeting, or
  - (c) subject to clause 9.9, is a matter or topic put to the meeting by way of a Mayoral Minute, or
  - (d) is a motion for the adoption of recommendations of a Committee, including, but not limited to, a Committee of the Council.
- 9.3 Despite clause 9.1, business may be considered at a meeting of the Council even though due notice of the business has not been given to the Councillors if:
- (a) a motion is passed to have the business considered at the meeting, and
  - (b) the business to be considered is ruled by the Chairperson to be of great urgency on the grounds that it requires a decision by the Council before the next scheduled Ordinary meeting of the Council.
- 9.4 A motion moved under clause 9.3(a) can be moved without notice. Despite clauses 10.23–10.34, only the mover of a motion referred to in clause 9.3(a) can speak to the motion before it is put.
- 9.5 A motion of dissent cannot be moved against a ruling by the Chairperson under clause 9.3(b).

### Mayoral Minutes

- 9.6 Subject to clause 9.9, if the Mayor is the Chairperson at a meeting of the Council, the Mayor may, by minute signed by the Mayor, put to the meeting without notice any matter or topic that is within the jurisdiction of the Council, or of which the Council has official knowledge.
- 9.7 A Mayoral Minute, when put to a meeting, takes precedence over all business on the Council's agenda for the meeting. The Chairperson (but only if the Chairperson is the Mayor) may move the adoption of a Mayoral Minute without the motion being seconded.
- 9.8 A recommendation made in a Mayoral Minute put by the Mayor is, so far as it is adopted by the Council, a resolution of the Council.

- 9.9 A Mayoral Minute must not be used to put without notice matters that are routine and not urgent, or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the Council before the next scheduled Ordinary meeting of the Council.

#### **Staff reports**

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

#### **Reports of Committees of Council**

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

#### **Questions**

- 9.13 A question must not be asked at a meeting of the Council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.12 and 3.16.
- 9.14 A Councillor may, through the Chairperson, put a question to another Councillor about a matter on the agenda.
- 9.15 A Councillor may, through the General Manager, put a question to a Council employee about a matter on the agenda. Council employees are only obliged to answer a question put to them through the General Manager at the direction of the General Manager.
- 9.16 A Councillor or Council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to documents. Where a Councillor or Council employee to whom a question is put is unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the Council.
- 9.17 Councillors must put questions directly, succinctly, respectfully and without argument.
- 9.18 Questions shall not call for action to be taken nor be used for political expedience. Each Councillor is permitted a maximum of 1 minute per item to put a question or series of related questions. **(Supplementary)**
- 9.19 The Chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a Councillor or Council employee.

### **10 RULES OF DEBATE**

#### **Motions to be seconded**

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

- 10.2 Councillors, in the course of debate, shall not introduce material that is irrelevant to the item under discussion. If a Councillor is called to order for introducing irrelevant material, he or she shall immediately cease speaking to that irrelevant material. **(Supplementary)**

#### **Notices of motion**

- 10.3 A Councillor who has submitted a notice of motion under clause 3.12 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.
- 10.4 If a Councillor who has submitted a notice of motion under clause 3.12 wishes to withdraw it after the agenda and business paper for the meeting at which it is to be considered have been sent to Councillors, the Councillor may request the withdrawal of the motion when it is before the Council.
- 10.5 The withdrawal of a notice of motion under clause 10.4 must be requested verbally before that item is moved at the Council meeting. Council must then resolve whether to withdraw the notice of motion. **(Supplementary)**
- 10.6 In the absence of a Councillor who has placed a notice of motion on the agenda for a meeting of the Council:
- (a) any other Councillor may, with the leave of the Chairperson, move the motion at the meeting, or
  - (b) the Chairperson may defer consideration of the motion until the next meeting of the Council.

#### **Chairperson's duties with respect to motions**

- 10.7 It is the duty of the Chairperson at a meeting of the Council to receive and put to the meeting any lawful motion that is brought before the meeting.
- 10.8 The Chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.
- 10.9 Before ruling out of order a motion or an amendment to a motion under clause 10.8, the Chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.
- 10.10 Any motion, amendment or other matter that the Chairperson has ruled out of order is taken to have been lost.

#### **Amendments to motions**

- 10.11 An amendment to a motion must be moved and seconded before it can be debated.
- 10.12 To ensure the accuracy of decisions, Councillors should hand a copy of any proposed motions or amendments in writing to the Chairperson and minute taker. **(Supplementary)**
- 10.13 An amendment to a motion must relate to the matter being dealt with in the original motion before the Council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or which is a direct negative of the original motion, must be ruled out of order by the Chairperson.

- 10.14 The Chairperson shall reject an amendment if the proposed amendment:
- is beyond the scope of the motion; or
  - is irrelevant; or
  - appears designed to prevent the meeting coming to a decision on the matter; or
  - is inconsistent with a resolution passed earlier at the meeting; or
  - is of such nature that the original motion loses its identity. **(Supplementary)**
- 10.15 The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for.
- 10.16 If an amendment has been lost, a further amendment can be moved to the motion to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before Council at any one time.
- 10.17 While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.
- 10.18 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 10.19 An amendment may become the motion without debate or a vote where it is accepted by the Councillor who moved the original motion.

#### **Foreshadowed motions**

- 10.20 A Councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the Council, without a seconder during debate on the original motion. The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 10.21 Where an amendment has been moved and seconded, a Councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with. There is no limit to the number of foreshadowed amendments that may be put before the Council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.
- 10.22 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.

#### **Limitations on the number and duration of speeches**

- 10.23 A Councillor who, during a debate at a meeting of the Council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.
- 10.24 A Councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.

- 10.25 The seconder of a motion or of an amendment may reserve the right to speak later in the debate. **(Supplementary)**
- 10.26 A Councillor must not, without the consent of the Council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.
- 10.27 Despite clause 10.26, the Chairperson may permit a Councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the Councillor to make a statement limited to explaining the misrepresentation or misunderstanding.
- 10.28 Despite clause 10.26, the Council may resolve to shorten the duration of speeches to expedite the consideration of business at a meeting.
- 10.29 Despite clauses 10.23 and 10.24, a Councillor may move that a motion or an amendment be now put:
- (a) if the mover of the motion or amendment has spoken in favour of it and no Councillor expresses an intention to speak against it, or
  - (b) if at least two (2) Councillors have spoken in favour of the motion or amendment and at least two (2) Councillors have spoken against it.
- 10.30 The Chairperson must immediately put to the vote, without debate, a motion moved under clause 10.29. A seconder is not required for such a motion.
- 10.31 If a motion that the original motion or an amendment be now put is passed, the Chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 10.23.
- 10.32 If a motion that the original motion or an amendment be now put is lost, the Chairperson must allow the debate on the original motion or the amendment to be resumed.
- 10.33 All Councillors must be heard without interruption and all other Councillors must, unless otherwise permitted under this Code, remain silent while another Councillor is speaking.
- 10.34 Once the debate on a matter has concluded and a matter has been dealt with, the Chairperson must not allow further debate on the matter.

## 11 VOTING

### Voting entitlements of Councillors

- 11.1 Each Councillor is entitled to one (1) vote. **(Section 370(1))**
- 11.2 The person presiding at a meeting of the Council has, in the event of an equality of votes, a second or casting vote. **(Section 370(2))**
- 11.3 Where the Chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.

### Voting at Council meetings

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

### Voting on planning decisions (Section 375A)

- 11.7 The General Manager must keep a register containing, for each planning decision made at a meeting of the Council or a Council Committee (including, but not limited to a Committee of the Council), the names of the Councillors who supported the decision and the names of any Councillors who opposed (or are taken to have opposed) the decision.
- 11.8 For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the Council or a Council Committee.
- 11.9 Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.
- 11.10 Clauses 11.7 – 11.9 apply also to meetings that are closed to the public.

## 12 COMMITTEE OF THE WHOLE

- 12.1 The Council may resolve itself into a Committee to consider any matter before the Council. **(Section 373)**
- 12.2 All the provisions of this Code relating to meetings of the Council, so far as they are applicable, extend to and govern the proceedings of the Council when in Committee of the whole, except the provisions limiting the number and duration of speeches.
- 12.3 The General Manager or, in the absence of the General Manager, an employee of the Council designated by the General Manager, is responsible for reporting to the Council the proceedings of the Committee of the whole. It is not necessary to report the proceedings in full but any recommendations of the Committee must be reported.
- 12.4 The Council must ensure that a report of the proceedings (including any recommendations of the Committee) is recorded in the Council's minutes. However, the Council is not taken to have adopted the report until a motion for adoption has been made and passed.

### 13 DEALING WITH ITEMS BY EXCEPTION

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

### 14 CLOSURE OF COUNCIL MEETINGS TO THE PUBLIC

#### Grounds on which meetings can be closed to the public

- 14.1 The Council or a Committee of the Council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:
- (a) personnel matters concerning particular individuals (other than Councillors),
  - (b) the personal hardship of any resident or ratepayer,
  - (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business,
  - (d) commercial information of a confidential nature that would, if disclosed:
    - (i) prejudice the commercial position of the person who supplied it, or
    - (ii) confer a commercial advantage on a competitor of the Council, or
    - (iii) reveal a trade secret,
  - (e) information that would, if disclosed, prejudice the maintenance of law,
  - (f) matters affecting the security of the Council, Councillors, Council staff or Council property,
  - (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
  - (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land,
  - (i) alleged contraventions of the Council's Code of Conduct. **(Section 10A(1) and (2))**

- 14.2 The Council or a Committee of the Council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public. **(Section 10A(3))**

**Matters to be considered when closing meetings to the public**

- 14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:
- (a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
  - (b) if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless the Council or Committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest. **(Section 10B(1))**
- 14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:
- (a) are substantial issues relating to a matter in which the Council or Committee is involved, and
  - (b) are clearly identified in the advice, and
  - (c) are fully discussed in that advice. **(Section 10B(2))**
- 14.5 If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 14.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 14.1. **(Section 10B(3))**
- 14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:
- (a) a person may misinterpret or misunderstand the discussion, or
  - (b) the discussion of the matter may:
    - (i) cause embarrassment to the Council or Committee concerned, or to Councillors or to employees of the Council, or
    - (ii) cause a loss of confidence in the Council or Committee. **(Section 10B(4))**
- 14.7 In deciding whether part of a meeting is to be closed to the public, the Council or Committee concerned must consider any relevant guidelines issued by the Chief Executive of the Office of Local Government. **(Section 10B(5))**

**Notice of likelihood of closure not required in urgent cases**

- 14.8 Part of a meeting of the Council, or of a Committee of the Council, may be closed to the public while the Council or Committee considers a matter that has not been identified in the agenda for the meeting under clause 3.23 as a matter that is likely to be considered when the meeting is closed, but only if:
- (a) it becomes apparent during the discussion of a particular matter that the matter is a matter referred to in clause 14.1, and



- (b) the Council or Committee, after considering any representations made under clause 14.9, resolves that further discussion of the matter:
- (i) should not be deferred (because of the urgency of the matter), and
  - (ii) should take place in a part of the meeting that is closed to the public. **(Section 10C)**

#### **Representations by members of the public**

- 14.9 The Council, or a Committee of the Council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed. **(Section 10A(4))**
- 14.10A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 14.11 Where the matter has been identified in the agenda of the meeting under clause 3.23 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to the Council in the approved form. Applications must be received by 4.00pm on the day of the meeting at which the matter is to be considered.
- 14.12 The application referred to in clause 14.11 must be in writing to the General Manager. **(Supplementary)**
- 14.13 The General Manager (or their delegate) may refuse an application made under clause 14.11. The General Manager or their delegate must give reasons in writing for a decision to refuse an application.
- 14.14 No more than 7 speakers are to be permitted to make representations under clause 14.9.
- 14.15 If more than the permitted number of speakers apply to make representations under clause 14.9, the General Manager or their delegate may request the speakers to nominate from among themselves the persons who are to make representations to the Council. If the speakers are not able to agree on whom to nominate to make representations under clause 14.9, the General Manager or their delegate is to determine who will make representations to the Council.
- 14.16 The General Manager (or their delegate) is to determine the order of speakers.
- 14.17 Where the Council or a Committee of the Council proposes to close a meeting or part of a meeting to the public in circumstances where the matter has not been identified in the agenda for the meeting under clause 3.23 as a matter that is likely to be considered when the meeting is closed to the public, the Chairperson is to invite representations from the public under clause 14.9 after the motion to close the part of the meeting is moved and seconded. The Chairperson is to permit no more than 7 speakers to make representations in such order as determined by the Chairperson.
- 14.18 Each speaker will be allowed 4 minutes to make representations, and this time limit is to be strictly enforced by the Chairperson. Speakers must confine their representations to whether the meeting should be closed to the public. If a speaker digresses to irrelevant matters, the Chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the Chairperson, the speaker will not be further heard.

### Expulsion of non-Councillors from meetings closed to the public

14.19 If a meeting or part of a meeting of the Council or a Committee of the Council is closed to the public in accordance with section 10A of the Act and this Code, any person who is not a Councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act.

14.20 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the Council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary restrain that person from re-entering that place for the remainder of the meeting.

### Information to be disclosed in resolutions closing meetings to the public

14.21 The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:

- (a) the relevant provision of section 10A(2) of the Act,
- (b) the matter that is to be discussed during the closed part of the meeting,
- (c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest. **(Section 10D))**

### Resolutions passed at closed meetings to be made public

14.22 If the Council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the Chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.

14.23 Resolutions passed during a meeting, or a part of a meeting, that is closed to the public must be made public by the Chairperson under clause 14.22 during a part of the meeting that is webcast.

## 15 KEEPING ORDER AT MEETINGS

### Points of order

15.1 A Councillor may draw the attention of the Chairperson to an alleged breach of this Code by raising a point of order. A point of order does not require a seconder.

15.2 A point of order cannot be made with respect to adherence to the principles contained in clause 2.1.

15.3 A point of order must be taken immediately it is raised. The Chairperson must suspend the business before the meeting and permit the Councillor raising the point of order to state the provision of this Code they believe has been breached. The Chairperson must then rule on the point of order – either by upholding it or by overruling it.

**Questions of order**

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

**Motions of dissent**

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

**Acts of disorder**

- 15.11 A Councillor commits an act of disorder if the Councillor, at a meeting of the Council or a Committee of the Council:
- (a) contravenes the Act or any regulation in force under the Act or this Code, or
  - (b) assaults or threatens to assault another Councillor or person present at the meeting, or
  - (c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the Council or the Committee, or addresses or attempts to address the Council or the Committee on such a motion, amendment or matter, or
  - (d) insults or makes personal reflections on or imputes improper motives to any other Council official, or alleges a breach of the Council's Code of Conduct, or
  - (e) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the Council or the Committee into disrepute.
- 15.12 The Chairperson may require a Councillor:
- (a) to apologise without reservation for an act of disorder referred to in clauses 15.11(a) or (b), or
  - (b) to withdraw a motion or an amendment referred to in clause 15.11(c) and, where appropriate, to apologise without reservation, or
  - (c) to retract and apologise without reservation for an act of disorder referred to in clauses 15.11(d) and (e).

### How disorder at a meeting may be dealt with

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

### Expulsion from meetings

15.14 All Chairpersons of meetings of the Council and Committees of the Council are authorised under this Code to expel any person other than a Councillor, from a Council or Committee meeting, for the purposes of section 10(2)(b) of the Act. Councillors may only be expelled by resolution of the Council or the Committee of the Council.

15.15 Clause 15.14 does not limit the ability of the Council or a Committee of the Council to resolve to expel a person, including a Councillor, from a Council or Committee meeting, under section 10(2)(a) of the Act.

15.16 A Councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the Council for having failed to comply with a requirement under clause 15.12. The expulsion of a Councillor from the meeting for that reason does not prevent any other action from being taken against the Councillor for the act of disorder concerned.

15.17 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the Council for engaging in or having engaged in disorderly conduct at the meeting.

15.18 Where a Councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.

15.19 If a Councillor or a member of the public fails to leave the place where a meeting of the Council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the Council or person presiding, may, by using only such force as is necessary, remove the Councillor or member of the public from that place and, if necessary, restrain the Councillor or member of the public from re-entering that place for the remainder of the meeting.

### Use of mobile phones and the unauthorised recording of meetings

15.20 Councillors, Council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the Council and Committees of the Council.

15.21 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of the Council or a Committee of the Council without the prior authorisation of the Council or the Committee.

15.22 Any person who contravenes or attempts to contravene clause 15.21, may be expelled from the meeting as provided for under section 10(2) of the Act.

15.23 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the Council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

## 16 CONFLICTS OF INTEREST

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

## 17 DECISIONS OF THE COUNCIL

### Council decisions

17.1 A decision supported by a majority of the votes at a meeting of the Council at which a quorum is present is a decision of the Council. **(Section 371)**

17.2 Decisions made by the Council must be accurately recorded in the minutes of the meeting at which the decision is made.

### Rescinding or altering Council decisions

17.3 A resolution passed by the Council may not be altered or rescinded except by a motion to that effect of which notice has been given under clause 3.13. **(Section 372(1))**

17.4 If a notice of motion to rescind a resolution is given at the meeting at which the resolution is carried, the resolution must not be carried into effect until the motion of rescission has been dealt with. **(Section 372(2))**

17.5 If a motion has been lost, a motion having the same effect must not be considered unless notice of it has been duly given in accordance with clause 3.12. **(Section 372(3))**

17.6 A notice of motion to alter or rescind a resolution, and a notice of motion which has the same effect as a motion which has been lost, must be signed by three (3) Councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost. **(Section 372(4))**

17.7 If a motion to alter or rescind a resolution has been lost, or if a motion which has the same effect as a previously lost motion is lost, no similar motion may be brought forward within three (3) months of the meeting at which it was lost. This clause may not be evaded by substituting a motion differently worded, but in principle the same. **(Section 372(5))**

17.8 The provisions of clauses 17.5–17.7 concerning lost motions do not apply to motions of adjournment. **(Section 372(7))**

17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.14 with the consent of all signatories to the notice of motion.

17.10A motion to alter or rescind a resolution of the Council may be moved on the report of a Committee of the Council and any such report must be recorded in the minutes of the meeting of the Council. **(Section 372(6))**

17.11 Subject to clause 17.7, in cases of urgency, a motion to alter or rescind a resolution of the Council may be moved at the same meeting at which the resolution was adopted, where:

- (a) a notice of motion signed by three Councillors is submitted to the Chairperson, and
- (b) a motion to have the motion considered at the meeting is passed, and
- (c) the Chairperson rules the business that is the subject of the motion is of great urgency on the grounds that it requires a decision by the Council before the next scheduled Ordinary meeting of the Council.

17.12A motion moved under clause 17.11(b) can be moved without notice. Despite clauses 10.23–10.34, only the mover of a motion referred to in clause 17.11(b) can speak to the motion before it is put.

17.13A motion of dissent cannot be moved against a ruling by the Chairperson under clause 17.11(c).

## **18 AFTER THE MEETING**

### **Minutes of meetings**

18.1 The Council is to keep full and accurate minutes of the proceedings of meetings of the Council. **(Section 375(1))**

18.2 At a minimum, the General Manager must ensure that the following matters are recorded in the Council's minutes:

- (a) details of each motion moved at a Council meeting and of any amendments moved to it,
- (b) the names of the mover and seconder of the motion or amendment,
- (c) whether the motion or amendment was passed or lost, and
- (d) such other matters specifically required under this Code.

18.3 The minutes of a Council meeting must be confirmed at a subsequent meeting of the Council. **(Section 375(2))**

18.4 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

18.5 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting. **(Section 375(2))**

18.6 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.

18.7 The confirmed minutes of a Council meeting must be published on the Council's website. This clause does not prevent the Council from also publishing unconfirmed minutes of its meetings on its website prior to their confirmation.

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

- 18.8 The Council and Committees of the Council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting. **(Section 11(1))**
- 18.9 Clause 18.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public. **(Section 11(2))**
- 18.10 Clause 18.8 does not apply if the Council or the Committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act. **(Section 11(3))**
- 18.11 Correspondence or reports to which clauses 18.9 and 18.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

### **Implementation of decisions of the Council**

- 18.12 The General Manager is to implement, without undue delay, lawful decisions of the Council. **(Section 335(b))**

## **19 COUNCIL COMMITTEES**

### **Application of this Part**

- 19.1 This Part only applies to Committees of the Council whose members are all Councillors.

### **Council Committees whose members are all Councillors**

- 19.2 The Council may, by resolution, establish such Committees as it considers necessary.
- 19.3 A Committee of the Council is to consist of the Mayor and such other Councillors as are elected by the Councillors or appointed by the Council.
- 19.4 The quorum for a meeting of a Committee of the Council is to be:
- (a) such number of members as the Council decides, or
  - (b) if the Council has not decided a number – a majority of the members of the Committee.

### **Functions of Committees**

- 19.5 The Council must specify the functions of each of its Committees when the Committee is established but may from time to time amend those functions.

### **Notice of Committee meetings**

- 19.6 The General Manager must send to each Councillor, regardless of whether they are a Committee member, at least three (3) days before each meeting of the Committee, a notice specifying:
- (a) the time, date and place of the meeting, and
  - (b) the business proposed to be considered at the meeting.

19.7 Notice of less than three (3) days may be given of a Committee meeting called in an emergency.

#### **Attendance at Committee meetings**

19.8 A Committee member (other than the Mayor) ceases to be a member of a Committee if the Committee member:

- (a) has been absent from three (3) consecutive meetings of the Committee without having given reasons acceptable to the Committee for the member's absences, or
- (b) has been absent from at least half of the meetings of the Committee held during the immediately preceding year without having given to the Committee acceptable reasons for the member's absences.

19.9 Clause 19.8 does not apply if all of the members of the Council are members of the Committee.

#### **Non-members entitled to attend Committee meetings**

19.10A Councillor who is not a member of a Committee of the Council is entitled to attend, and to speak at a meeting of the Committee. However, the Councillor is not entitled:

- (a) to give notice of business for inclusion in the agenda for the meeting, or
- (b) to move or second a motion at the meeting, or
- (c) to vote at the meeting.

#### **Chairperson and deputy Chairperson of Council Committees**

19.11 The Chairperson of each Committee of the Council must be:

- (a) the Mayor, or
- (b) if the Mayor does not wish to be the Chairperson of a Committee, a member of the Committee elected by the Council, or
- (c) if the Council does not elect such a member, a member of the Committee elected by the Committee.

19.12 The Council may elect a member of a Committee of the Council as deputy Chairperson of the Committee. If the Council does not elect a deputy Chairperson of such a Committee, the Committee may elect a deputy Chairperson.

19.13 If neither the Chairperson nor the deputy Chairperson of a Committee of the Council is able or willing to preside at a meeting of the Committee, the Committee must elect a member of the Committee to be acting Chairperson of the Committee.

19.14 The Chairperson is to preside at a meeting of a Committee of the Council. If the Chairperson is unable or unwilling to preside, the deputy Chairperson (if any) is to preside at the meeting, but if neither the Chairperson nor the deputy Chairperson is able or willing to preside, the acting Chairperson is to preside at the meeting.

#### **Procedure in Committee meetings**

19.15 Subject to any specific requirements of this Code, each Committee of the Council may regulate its own procedure. The provisions of this Code are to be taken to apply to all Committees of the Council unless the Council or the Committee determines otherwise in accordance with this clause.



19.16 Whenever the voting on a motion put to a meeting of the Committee is equal, the Chairperson of the Committee is to have a casting vote as well as an original vote unless the Council or the Committee determines otherwise in accordance with clause 19.15.

19.17 Voting at a Council Committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

#### **Closure of Committee meetings to the public**

19.18 The provisions of the Act and Part 14 of this Code apply to the closure of meetings of Committees of the Council to the public in the same way they apply to the closure of meetings of the Council to the public.

19.19 If a Committee of the Council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the Chairperson must make the resolution or recommendation public as soon as practicable after the meeting or part of the meeting has ended, and report the resolution or recommendation to the next meeting of the Council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.

19.20 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the Chairperson under clause 19.19 during a part of the meeting that is webcast.

#### **Disorder in Committee meetings**

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

#### **Minutes of Council Committee meetings**

19.22 Each Committee of the Council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a Committee must ensure that the following matters are recorded in the Committee's minutes:

- (a) details of each motion moved at a meeting and of any amendments moved to it,
- (b) the names of the mover and seconder of the motion or amendment,
- (c) whether the motion or amendment was passed or lost, and
- (d) such other matters specifically required under this Code.

19.23 All voting at meetings of Committees of the Council (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of Councillors who voted for and against each motion or amendment, (including the use of the casting vote), being recorded.

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

19.25 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

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

19.27 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.

19.28 The confirmed minutes of a meeting of a Committee of the Council must be published on the Council's website. This clause does not prevent the Council from also publishing unconfirmed minutes of meetings of Committees of the Council on its website prior to their confirmation.

## 20 RECEIPT OF PETITIONS

20.1 A petition may be received in hard copy, by email or other means. If petitioners sign the petition by accessing a website hosting the petition, it is considered an e-petition. **(Supplementary)**

20.2 A petition (not being an e-petition) will only be valid if the General Manager is satisfied that the following have been complied with:

- a. The petition contains a written statement requesting Council to do something or to refrain from doing something.
- b. The petition contains a covering letter addressed to the General Manager or Mayor containing a clear and concise statement identifying the subject matter of the petition along with the full name, address, phone number and signature of the principal petitioner.
- c. Each person who signed the petition has included their full name, address, signature and date of signature. **(Supplementary)**

20.3 An e-petition will only be valid if the General Manager is satisfied that the following have been complied with:

- a. The e-petition contains a statement requesting Council to do something or to refrain from doing something.
- b. The e-petition contains a statement identifying the subject matter of the petition along with the full name, address, phone number and email of the principal petitioner.
- c. Each person who has signed the e-petition has included their full name and a valid email address. **(Supplementary)**

20.4 A person may not sign a petition on behalf of anyone else, except in cases of incapacity or sickness. Upon receiving a valid or invalid petition, the General Manager will advise all Councillors of its receipt including the subject matter and the number of signatures. **(Supplementary)**

20.5 On receipt of a valid petition, a report will be submitted to the next available meeting of Council. The report is to note the nature of the petition and number of signatories. The Chairperson must not permit discussion or debate on the petition with the petition being noted for further consideration in conjunction of the subject matter. **(Supplementary)**

20.6 Councillors will be made aware of additional signatures to already reported petitions if they are received. **(Supplementary)**

## 21 IRREGULARITIES

21.1 Proceedings at a meeting of a Council or a Council Committee are not invalidated because of:

- (a) a vacancy in a civic office, or
- (b) a failure to give notice of the meeting to any Councillor or Committee member, or
- (c) any defect in the election or appointment of a Councillor or Committee member, or
- (d) a failure of a Councillor or a Committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a Council or Committee meeting in accordance with the Council's Code of Conduct, or
- (e) a failure to comply with this Code. **(Section 374)**

## 22 DEFINITIONS

the Act	means the <i>Local Government Act 1993</i>
act of disorder	means an act of disorder as defined in clause 15.11 of this Code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
Chairperson	in relation to a meeting of the Council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 6.1 and 6.2 of this Code, and in relation to a meeting of a Committee – means the person presiding at the meeting as provided by clause 19.11 of this Code
this Code	means the Council's adopted Code of Meeting Practice
Committee of the Council	means a Committee established by the Council in accordance with clause 19.2 of this Code (being a Committee consisting only of Councillors) or the Council when it has resolved itself into Committee of the whole under clause 12.1
Council official	has the same meaning it has in the Model Code of Conduct for Local Councils in NSW
day	means calendar day
division	means a request by two Councillors who must rise and call for a division and it requires the recording of the names of the Councillors who voted both for and against a motion
foreshadowed amendment	means a proposed amendment foreshadowed by a Councillor under clause 10.21 of this Code during debate on the first amendment
foreshadowed motion	means a motion foreshadowed by a Councillor under clause 10.20 of this Code during debate on an original motion
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means

planning decision	means a decision made in the exercise of a function of a Council under the <i>Environmental Planning and Assessment Act 1979</i> including any decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but not including the making of an order under Division 9.3 of Part 9 of that Act
performance improvement order	means an order issued under section 438A of the Act
quorum	means the minimum number of Councillors or Committee members necessary to conduct a meeting
the Regulation	means the <i>Local Government (General) Regulation 2005</i>
webcast	A video or audio broadcast of a meeting transmitted across the internet either concurrently with the meeting or at a later time  For the purposes of this Code, webcast means to broadcast an audio visual live stream of each Council meeting, and upload an audio visual recording of that meeting to Council's website. <b>(Supplementary)</b>
year	means the period beginning 1 July and ending the following 30 June

□ \* \* \*

**RELEVANT LEGISLATIVE INSTRUMENTS:** *Local Government Act 1993*  
*Local Government (General) Regulation 2005*

**RELATED POLICIES, PLANS AND PROCEDURES:** Code of Conduct

**RESPONSIBLE DIRECTOR:** Director Customer and Corporate Strategy

**APPROVAL:** Council

**HISTORY:**

Version	Approved by	Changes made	Date	EDMS Number
1	Council	New	22/01/01	486.01
2	Council	Minor amendments	28/10/08	DM349051
3	Council	Minor amendments	27/07/10	DM350542
4	Council	Minor amendments	14/02/12	13/17377
5	Council	Amendments	28/06/16	16/191058
6	Council	Amendments to align with Model Code of Meeting Practice	Adopted Council meeting 09/04/19 - effective from 22/05/19	19/149098
7	Council	Amendment to Council meeting schedule	Adopted Council meeting 25/02/20 – effective from 14/04/20	19/149098

Code of Meeting Practice  
Adopted by Council:  
Effective:

Next Review Date: 30/09/2021  
EDMS #:

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**APPENDIX A**

**NOTICE OF MOTION OF RESCISSION**

We, the undersigned Councillors, hereby give notice of our intention to move that the Council resolution relating

to Item No \_\_\_\_\_ of Council meeting of the \_\_\_\_\_

(date of meeting): \_\_\_\_\_

(title of report): \_\_\_\_\_ **BERESCIENDED.**

(Minute No. \_\_\_\_\_ ) (extract of Resolution)

Should the above Motion of Rescission be carried, it is our intention to move the following further motion:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

..... (signature)

..... (signature)

..... (signature)

*Date received by Council:* .....



**APPENDIX B**

**NOTICE OF MOTION**

I, Councillor ..... hereby give  
(name)

notice of my intention to move the following at the Council meeting of

.....  
(date)

.....  
.....  
.....  
.....  
.....  
.....  
.....

..... (signature)

..... (date)

*Date received by Council:* .....



**APPENDIX C**

**QUESTION WITH NOTICE**

**Note:**

- 3.17 A Councillor is not permitted to ask a question with notice under clause 3.16 that comprises a complaint against the General Manager or a member of staff of the Council, or a question that implies wrongdoing by the General Manager or a member of staff of the Council.
- 3.18 The General Manager or their nominee may respond to a question with notice submitted under clause 3.16 by way of a report included in the business papers for the relevant meeting of the Council or orally at the meeting.

I, Councillor ..... hereby give  
(name)

notice of my intention to ask a Question with Notice at the Council meeting of

.....  
(date)

.....  
.....  
.....  
.....  
.....  
.....  
.....

..... (signature)

..... (date)

*Date received by Council:* .....



## APPENDIX D PUBLIC ADDRESS SESSION GUIDELINES

Persons wishing to participate in the Public Address Session, must complete the required form by no later than 5.00pm on the working day prior to the day of the meeting, (see attached "Public Address –Application Form")

Council's policy guidelines in relation to the Public Address Session at Council meetings are as follows:

- i. Persons (or a representative nominated on **their** behalf) are permitted to make submissions to Council subject to these guidelines. All applications must be in respect of current meeting agenda items.
- ii. The General Manager or the Director Customer & Corporate Strategy may amend the required form from time to time.
- iii. All speakers are requested to attend Council 10 minutes prior to the scheduled meeting start time to register their attendance for the public address session. Speakers who fail to register may not be permitted to speak.
- iv. All speakers are limited to 4 minutes, with a 1 minute warning given to speakers prior to the 4 minute time period elapsing.
- v. Council may by resolution extend the time provided to any one speaker by up to 2 minutes on only one occasion.
- vi. Speakers are limited to one topic per Public Address Session. Only 7 speakers can be heard at any meeting. A limitation of 1 speaker for and 1 speaker against on each item is in place. Additional speakers, either for or against, will be identified as 'tentative speakers' or should only be considered where the total number of speakers does not exceed 7 at any given meeting.
- vii. Speakers must:
  - a. restrict their statements and comments to the subject of debate and topic of the address;
  - b. must only speak in relation to the subject stated on their application;
  - c. only speak on matters listed on the agenda/business paper for the Council meeting date stated on their application.
- viii. Speakers must not debate any issue with Councillors and staff and neither the Mayor nor Councillors will be required to answer questions during the Public Address Sessions.
- ix. The Chairperson is able to ask questions of the speaker on a point of clarification at any time.
- x. Where a member of the public raises a question during the Public Address segment, a response will be provided where Councillors or staff have the necessary information at hand; if not a reply will be provided at a later time. There is a limit of one (1) question per speaker per meeting. Questions should not:
  - (a) seek legal opinion to be provided by Council;
  - (b) contain any names of persons unless they are necessary;
  - (c) contain argument, inferences, or imputation;
  - (d) refer to confidential matters that have or will be discussed by Council in closed session, or refer to any confidential matter as identified in section 10A (2) of the Act.
- xi. Speakers at the Public Address Session may be stopped by a point of order ruling from the Mayor/Chairperson for any breach of the Public Address Session Guidelines.
- xii. Speakers should exercise particular care to comply with the Code of Meeting Practice.
- xiii. Speakers must refrain from making personal criticisms and revealing the identity of staff members.
- xiv. Public Addresses are recorded for minute taking and webcasting purposes and it is a condition of speaking that speakers consent to being webcast (including being recorded) as part of the Council meeting. It should be noted that speakers at Council meetings do not enjoy any protection from parliamentary-style privilege. Therefore they are subject to the risk of defamation action if they make comments about individuals. In the event that a speaker makes potentially offensive or defamatory remarks about any person, the Mayor/Chairperson will ask them to refrain from such comments. The Mayor/Chairperson has the discretion to withdraw the privilege to speak where a speaker continues to make inappropriate or offensive comments about another person.

An officer of Council will be available any working day to assist intending participants in completion of the forms (excluding the day of the meeting).

**PUBLIC ADDRESS SESSION APPLICATION FORM**

**Note: Applications must be received by Council's Governance team by 5.00pm on the last working day prior to the Council meeting.**

In submitting this application, I understand and agree to abide by the conditions of the Public Address Session in Council's Code of Meeting Practice.

Council Meeting Date: \_\_\_\_\_ Name of Applicant: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Name of Speaker & Organisation (if applicable) \_\_\_\_\_  
Business Paper Agenda Item No. \_\_\_\_\_ Subject \_\_\_\_\_

I am  for the recommendation in the report; OR  
I am  against the recommendation in the report.

If I am permitted to speak at a Council meeting, I acknowledge that:  
my name will be recorded in the minutes of the meeting;  
**Council meetings are recorded for minute taking and webcasting purposes and I consent to my public address being webcast (including being recorded) as part of the Council meeting;**  
I have read the Code of Meeting Practice, Public Address Session Guidelines and agree to abide by the Code and the Guidelines;  
I agree to comply with all directions of the Chairperson regarding my address to Council and shall withdraw from the Council Chamber upon his/her direction;  
I shall restrict my statements and comments to the subject of debate and topic of my address;  
I shall be personally liable for my behaviour and all statements made by me in the course of my address to Council;  
I shall refrain from revealing the name of any Council staff members and any personal criticisms of staff when addressing Council.

**This form can be lodged –**  
Via email to [publicaddress@camden.nsw.gov.au](mailto:publicaddress@camden.nsw.gov.au); or  
Online at [www.camden.nsw.gov.au](http://www.camden.nsw.gov.au); or  
Dropped off at Council's Administration Centre, 70 Central Avenue, Oran Park; or  
Posted to PO Box 183, Camden NSW 2570.  
If posting, you need to allow sufficient time for your application to be received by Council, before the close off time of 5.00pm on the working day prior to the Council meeting.

Signature of Applicant \_\_\_\_\_  
*Signature not required when emailing document*

**Privacy Notification:**  
The personal information that Council is collecting from you on this application form is personal information for the purposes of the *Privacy and Personal Information Protection Act 1998* ("the Act"). The intended recipients of the personal information are officers within Council and any person wishing to inspect the application in accordance with the *Local Government Act 1993*. The supply of the information by you is not voluntary and if you cannot provide or do not wish to provide the information sought, Council will be unable to process your application. You may make application for access or amendment to information held by Council. You may also make a request that Council suppress your personal information from a public register. Council will consider any such application in accordance with the Act. Council is to be regarded as the agency that holds the information.

**OFFICE USE ONLY**

Does the application relate to a report before Council? Has the application form been correctly completed?	
Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
Applicant advised by: Phone <input type="checkbox"/> Email <input type="checkbox"/> In person <input type="checkbox"/>	Time/Date: _____ Officer: _____

**Code of Meeting Practice**  
**Adopted by Council:**  
**Effective:**

**Next Review Date: 30/09/2021**  
**EDMS #:**



**Investment Summary Report  
March 2020**



**Camden Council**  
Executive Summary - March 2020

**Sources of Funds**

	Amount (\$)
Section 7.11 Developer Contributions	94,225,654
Restricted Grant Income	2,734,425
Externally Restricted Reserves	17,452,299
Internally Restricted Reserves	17,334,705
Camden Regional Economic Taskforce	236,000
General Fund	17,716,917
<b>Total Funds Invested</b>	<b>149,700,000</b>

Council's investment portfolio has reduced by \$1m since the February reporting period. The decrease primarily relates to capital and operational expenditure in March.

**Investment Holdings**

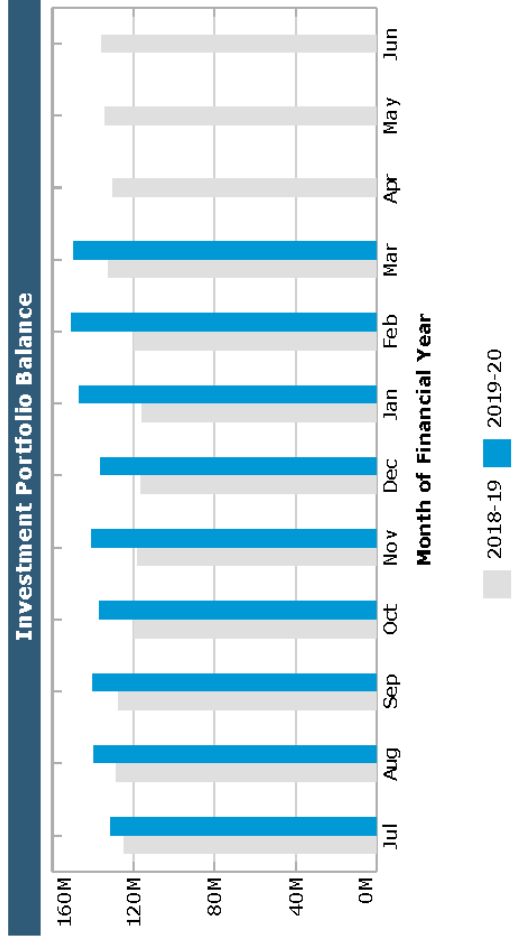
	Amount (\$)	Current Yield (%)
Cash	4,000,000.00	0.55
Term Deposit	145,700,000.00	2.02
	<b>149,700,000.00</b>	

**Term to Maturity**

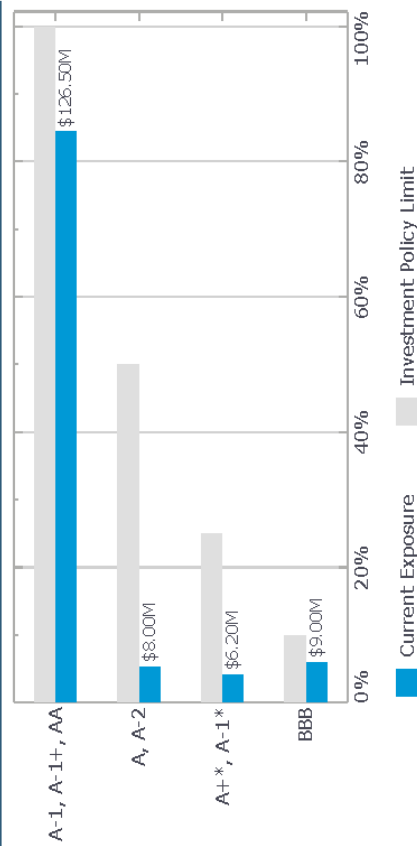
	Amount (\$)	Policy Max
Between 0 and 1 Year	116,500,000	78% 100% ▼
Between 1 and 3 Years	21,500,000	14% 60% ▼
Between 3 and 5 Years	11,700,000	8% 30% ▼
	<b>149,700,000</b>	

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

**Investment Portfolio Balance**



**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

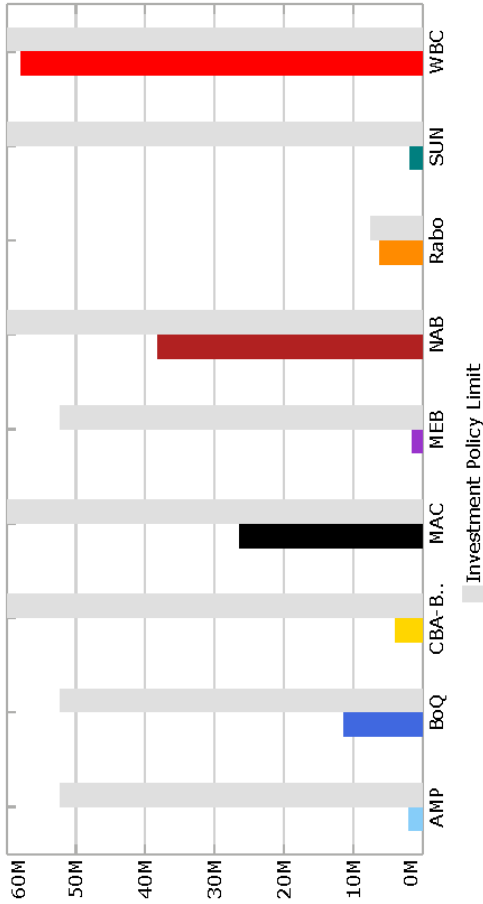


# Camden Council Individual Institutional Exposures Report - March 2020

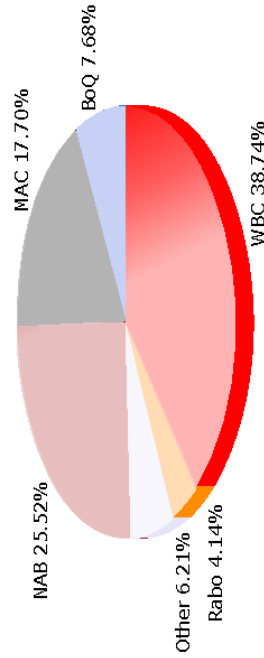
Individual Institutional Exposures

Parent Group	Exposure (\$M)	Credit Rating	Policy Limit	Actual	Capacity
AMP Bank	2.00M	A-2, BBB+	35.00%	1.34%	50.40M
Bank of Queensland	11.50M	A-2, BBB+	35.00%	7.68%	40.90M
Commonwealth Bank of Australia	4.00M	A-1+, AA-	40.00%	2.67%	55.88M
Macquarie Bank	26.50M	A-1, A+	40.00%	17.70%	33.38M
Members Equity Bank	1.50M	A-2, BBB	35.00%	1.00%	50.90M
National Australia Bank	38.20M	A-1+, AA-	40.00%	25.52%	21.68M
Rabobank Aus (Foreign Sub)	6.20M	A-1*, A+*	5.00%	4.14%	1.28M
Suncorp Bank	1.80M	A-1, A+	40.00%	1.20%	58.08M
Westpac Group	58.00M	A-1+, AA-	40.00%	38.74%	1.88M
	<b>149.70M</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 - March 2020

**Interest Summary**

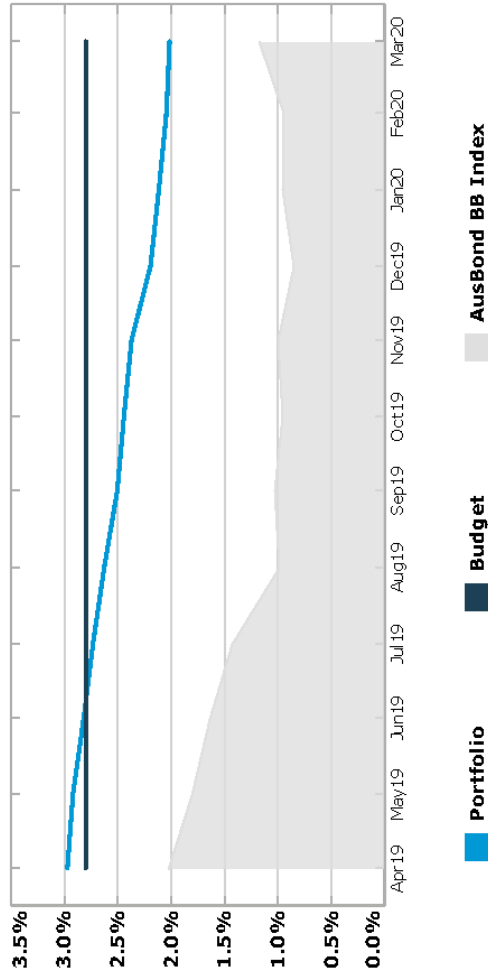
Interest Summary as of March 2020	
Number of Investments	97
Average Days to Maturity	286
Weighted Portfolio Yield	2.02%
CBA Call Account	0.55%
Highest Rate	3.80%
Lowest Rate	1.40%
Budget Rate	2.80%
Average BBSW (30 Day)	0.54%
Average BBSW (90 Day)	0.53%
Average BBSW (180 Day)	0.64%
Official Cash Rate	0.25%
AusBond Bank Bill Index	1.18%

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

	March	Cumulative	Original Budget	* Revised Budget
General Fund	\$62,392	\$686,553	\$1,450,000	\$1,050,000
Restricted	\$184,703	\$1,753,214	\$1,800,000	\$2,150,000
<b>Total</b>	<b>\$247,095</b>	<b>\$2,439,767</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
Mar 2020	2.02%	1.18%	0.84%
Last 3 Months	2.06%	1.03%	1.03%
Last 6 Months	2.20%	0.98%	1.22%
Financial Year to Date	2.34%	1.04%	1.30%
Last 12 months	2.49%	1.23%	1.26%

**Investment Performance**

Council's portfolio returned 2.02%pa on a weighted average yield basis during March. This compares favourably with the Ausbond Bank Bill Index's return of 1.18% pa for the month.



**Camden Council**  
Investment Holdings Report - March 2020

<b>Cash Accounts</b>						
Amount (\$)	Current Yield	Institution	Credit Rating	Amount (\$)	Deal No.	Reference
4,000,000.00	0.55%	Commonwealth Bank of Australia	A-1+	4,000,000.00	535548	
<b>4,000,000.00</b>				<b>4,000,000.00</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-Apr-20	700,000.00	1.75%	National Australia Bank	A-1+	16-Sep-19	706,645.21	538528	6,645.21	At Maturity	3270
1-Apr-20	800,000.00	1.70%	Suncorp Bank	A-1	16-Sep-19	807,377.53	538529	7,377.53	At Maturity	3271
6-Apr-20	1,000,000.00	1.92%	Westpac Group	A-1+	19-Sep-19	1,010,257.53	538537	10,257.53	At Maturity	3272
6-Apr-20	500,000.00	1.75%	Westpac Group	A-1+	27-Sep-19	504,482.88	538561	4,482.88	At Maturity	3275
6-Apr-20	3,000,000.00	1.60%	National Australia Bank	A-1+	6-Jan-20	3,011,309.59	538997	11,309.59	At Maturity	3305
8-Apr-20	1,000,000.00	1.75%	Westpac Group	A-1+	23-Sep-19	1,009,157.53	538554	9,157.53	At Maturity	3273
8-Apr-20	500,000.00	1.75%	Westpac Group	A-1+	27-Sep-19	504,482.88	538562	4,482.88	At Maturity	3276
13-Apr-20	1,500,000.00	1.75%	Westpac Group	A-1+	25-Sep-19	1,513,592.47	538558	13,592.47	At Maturity	3274
15-Apr-20	1,500,000.00	1.68%	Westpac Group	A-1+	2-Oct-19	1,512,565.48	538588	12,565.48	At Maturity	3278
20-Apr-20	1,000,000.00	1.63%	Westpac Group	A-1+	9-Oct-19	1,007,815.07	538618	7,815.07	At Maturity	3279
22-Apr-20	1,500,000.00	1.66%	Westpac Group	A-1+	14-Oct-19	1,511,597.26	538607	11,597.26	At Maturity	3280
27-Apr-20	1,000,000.00	1.66%	Westpac Group	A-1+	18-Oct-19	1,007,549.59	538619	7,549.59	At Maturity	3281
28-Apr-20	1,000,000.00	1.69%	Westpac Group	A-1+	23-Jan-20	1,003,194.79	539198	3,194.79	At Maturity	3313
29-Apr-20	1,500,000.00	1.70%	Westpac Group	A-1+	24-Oct-19	1,511,178.08	538627	11,178.08	At Maturity	3282
1-May-20	3,000,000.00	1.73%	Westpac Group	A-1+	31-Jan-20	3,008,673.70	539407	8,673.70	At Maturity	3320
4-May-20	1,500,000.00	1.73%	Westpac Group	A-1+	30-Oct-19	1,510,948.77	538631	10,948.77	At Maturity	3283
6-May-20	1,000,000.00	1.75%	Westpac Group	A-1+	31-Oct-19	1,007,335.62	538635	7,335.62	At Maturity	3284
11-May-20	1,000,000.00	1.75%	Westpac Group	A-1+	5-Nov-19	1,007,095.89	538648	7,095.89	At Maturity	3286
11-May-20	1,500,000.00	1.74%	Westpac Group	A-1+	24-Jan-20	1,504,862.47	539202	4,862.47	At Maturity	3314
13-May-20	1,500,000.00	1.74%	Westpac Group	A-1+	11-Nov-19	1,510,153.97	538659	10,153.97	At Maturity	3288
18-May-20	1,000,000.00	1.75%	Westpac Group	A-1+	5-Nov-19	1,007,095.89	538649	7,095.89	At Maturity	3287

ORD07

## Attachment 1

### Camden Council

#### Investment Holdings Report - March 2020



Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
18-May-20	1,500,000.00	1.59%	Westpac Group	A-1+	22-Nov-19	1,508,559.86	538776	8,559.86	At Maturity	3291
20-May-20	1,000,000.00	1.72%	Westpac Group	A-1+	13-Nov-19	1,006,597.26	538667	6,597.26	At Maturity	3289
20-May-20	4,000,000.00	1.65%	Macquarie Bank	A-1	24-Jan-20	4,012,295.89	539205	12,295.89	At Maturity	3317
25-May-20	1,500,000.00	1.69%	Westpac Group	A-1+	19-Nov-19	1,509,306.58	538739	9,306.58	At Maturity	3290
27-May-20	1,000,000.00	1.65%	Rabobank Australia	A-1*	27-Nov-19	1,005,695.89	538827	5,695.89	At Maturity	3294
1-Jun-20	2,000,000.00	1.67%	Westpac Group	A-1+	26-Nov-19	2,011,621.37	538823	11,621.37	At Maturity	3292
3-Jun-20	1,500,000.00	1.65%	Macquarie Bank	A-1	31-Jan-20	1,504,136.30	539405	4,136.30	At Maturity	3319
8-Jun-20	2,000,000.00	1.66%	Westpac Group	A-1+	28-Nov-19	2,011,369.86	538845	11,369.86	At Maturity	3295
10-Jun-20	2,000,000.00	1.66%	Westpac Group	A-1+	28-Nov-19	2,011,369.86	538846	11,369.86	At Maturity	3296
15-Jun-20	1,500,000.00	1.65%	Westpac Group	A-1+	29-Nov-19	1,508,408.22	538851	8,408.22	At Maturity	3297
15-Jun-20	2,000,000.00	1.65%	Macquarie Bank	A-1	5-Dec-19	2,010,668.49	538889	10,668.49	At Maturity	3298
17-Jun-20	2,000,000.00	1.65%	Macquarie Bank	A-1	5-Dec-19	2,010,668.49	538890	10,668.49	At Maturity	3299
17-Jun-20	1,500,000.00	1.56%	National Australia Bank	A-1+	9-Dec-19	1,507,308.49	538892	7,308.49	At Maturity	3301
19-Jun-20	2,000,000.00	1.65%	Macquarie Bank	A-1	5-Dec-19	2,010,668.49	538891	10,668.49	At Maturity	3300
22-Jun-20	2,000,000.00	1.71%	Westpac Group	A-1+	13-Dec-19	2,010,306.85	538903	10,306.85	At Maturity	3302
22-Jun-20	2,000,000.00	1.66%	Westpac Group	A-1+	20-Dec-19	2,009,368.77	538988	9,368.77	At Maturity	3303
24-Jun-20	2,500,000.00	1.72%	Westpac Group	A-1+	23-Dec-19	2,511,780.82	538994	11,780.82	At Maturity	3304
29-Jun-20	1,500,000.00	1.59%	National Australia Bank	A-1+	6-Jan-20	1,505,619.45	538998	5,619.45	At Maturity	3306
1-Jul-20	1,500,000.00	1.95%	National Australia Bank	A-1+	1-Jul-19	1,522,037.67	538107	22,037.67	At Maturity	3243
6-Jul-20	1,500,000.00	1.60%	National Australia Bank	A-1+	6-Jan-20	1,505,654.79	538999	5,654.79	At Maturity	3307
8-Jul-20	1,500,000.00	1.60%	National Australia Bank	A-1+	8-Jan-20	1,505,523.29	539011	5,523.29	At Maturity	3308
13-Jul-20	2,000,000.00	1.60%	National Australia Bank	A-1+	10-Jan-20	2,007,189.04	539082	7,189.04	At Maturity	3309
15-Jul-20	2,000,000.00	1.60%	National Australia Bank	A-1+	10-Jan-20	2,007,189.04	539083	7,189.04	At Maturity	3310
20-Jul-20	1,000,000.00	1.60%	National Australia Bank	A-1+	13-Jan-20	1,003,463.01	539102	3,463.01	At Maturity	3311
22-Jul-20	1,500,000.00	1.69%	Westpac Group	A-1+	24-Jan-20	1,504,722.74	539203	4,722.74	At Maturity	3315
27-Jul-20	1,500,000.00	1.55%	National Australia Bank	A-1+	30-Jan-20	1,503,949.32	539399	3,949.32	At Maturity	3318





## Camden Council Investment Holdings Report - March 2020

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
29-Jul-20	1,500,000.00	1.85%	ME Bank	A-2	29-Jul-19	1,518,778.77	538340	18,778.77	At Maturity	3250
29-Jul-20	1,000,000.00	1.64%	Westpac Group	A-1+	3-Feb-20	1,002,606.03	539420	2,606.03	At Maturity	3321
3-Aug-20	1,500,000.00	1.66%	Westpac Group	A-1+	15-Jan-20	1,505,252.88	539171	5,252.88	At Maturity	3312
5-Aug-20	2,000,000.00	1.55%	National Australia Bank	A-1+	5-Feb-20	2,004,756.16	539429	4,756.16	At Maturity	3322
10-Aug-20	1,500,000.00	1.55%	National Australia Bank	A-1+	13-Feb-20	1,503,057.53	539455	3,057.53	At Maturity	3324
13-Aug-20	1,500,000.00	1.55%	National Australia Bank	A-1+	17-Feb-20	1,502,802.74	539460	2,802.74	At Maturity	3325
17-Aug-20	1,500,000.00	1.55%	National Australia Bank	A-1+	19-Feb-20	1,502,675.34	539465	2,675.34	At Maturity	3326
19-Aug-20	1,000,000.00	1.61%	National Australia Bank	A-1+	19-Aug-19	1,009,968.77	538397	9,968.77	At Maturity	3258
24-Aug-20	1,000,000.00	1.55%	National Australia Bank	A-1+	20-Feb-20	1,001,741.10	539476	1,741.10	At Maturity	3328
26-Aug-20	1,500,000.00	1.52%	National Australia Bank	A-1+	24-Feb-20	1,502,311.23	539481	2,311.23	At Maturity	3329
31-Aug-20	2,000,000.00	1.51%	National Australia Bank	A-1+	26-Feb-20	2,002,895.89	539487	2,895.89	At Maturity	3330
2-Sep-20	2,000,000.00	1.65%	Macquarie Bank	A-1	28-Feb-20	2,002,983.56	539495	2,983.56	At Maturity	3331
7-Sep-20	1,500,000.00	1.71%	Macquarie Bank	A-1	6-Mar-20	1,501,826.26	539542	1,826.26	At Maturity	3334
9-Sep-20	1,500,000.00	1.70%	Macquarie Bank	A-1	6-Mar-20	1,501,816.44	539549	1,816.44	At Maturity	3335
14-Sep-20	1,000,000.00	1.74%	Suncorp Bank	A-1	18-Mar-20	1,000,667.40	539584	667.40	At Maturity	3339
21-Sep-20	2,000,000.00	1.55%	Macquarie Bank	A-1	20-Feb-20	2,003,482.19	539477	3,482.19	At Maturity	3327
12-Oct-20	2,000,000.00	1.64%	Westpac Group	A-1+	26-Nov-19	2,011,412.60	538822	11,412.60	At Maturity	3293
30-Nov-20	2,000,000.00	1.60%	Macquarie Bank	A-1	28-Feb-20	2,002,893.15	539494	2,893.15	At Maturity	3332
9-Dec-20	1,000,000.00	1.70%	Macquarie Bank	A-1	12-Mar-20	1,000,931.51	539569	931.51	At Maturity	3336
14-Dec-20	2,000,000.00	1.70%	Macquarie Bank	A-1	12-Mar-20	2,001,863.01	539570	1,863.01	At Maturity	3337
16-Dec-20	1,000,000.00	1.66%	Macquarie Bank	A-1	18-Mar-20	1,000,635.19	539583	635.19	At Maturity	3338
18-Jan-21	2,000,000.00	2.15%	AMP Bank	A-2	15-Jul-19	2,030,747.95	538210	30,747.95	Annually	3247
27-Jan-21	2,000,000.00	1.52%	National Australia Bank	A-1+	24-Jan-20	2,005,663.56	539204	5,663.56	At Maturity	3316
1-Feb-21	1,000,000.00	1.67%	Westpac Group	A-1+	7-Feb-20	1,002,470.68	539439	2,470.68	At Maturity	3323
15-Mar-21	1,000,000.00	3.60%	Bank of Queensland	A-2	15-Mar-17	1,001,578.08	535484	1,578.08	Annually	2958
29-Mar-21	1,500,000.00	2.65%	Bank of Queensland	A-2	29-Mar-19	1,500,217.81	537758	2,17.81	Annually	3201

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ORD07

## Attachment 1



### Camden Council

#### Investment Holdings Report - March 2020

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
7-Apr-21	1,000,000.00	3.50%	Bank of Queensland	BBB+	3-Apr-17	1,034,904.11	535486	34,904.11	Annually	2963
17-May-21	1,000,000.00	3.10%	Westpac Group	AA-	16-May-17	1,003,736.99	535544	3,736.99	Quarterly	2975
23-Jun-21	1,500,000.00	2.05%	Bank of Queensland	BBB+	26-Jun-19	1,523,589.04	538081	23,589.04	Annually	3241
3-Aug-21	1,000,000.00	1.90%	Bank of Queensland	BBB+	2-Aug-19	1,012,649.32	538357	12,649.32	Annually	3252
1-Feb-22	1,000,000.00	3.60%	Westpac Group	AA-	1-Feb-17	1,005,720.55	535538	5,720.55	Quarterly	2936
2-Feb-22	1,500,000.00	3.57%	Westpac Group	AA-	2-Feb-17	1,508,509.32	535539	8,509.32	Quarterly	2937
10-Feb-22	1,000,000.00	3.56%	Westpac Group	AA-	10-Feb-17	1,004,974.25	535540	4,974.25	Quarterly	2938
15-Feb-22	1,500,000.00	3.75%	Bank of Queensland	BBB+	15-Feb-17	1,506,780.82	535547	6,780.82	Annually	2939
22-Feb-22	2,000,000.00	3.64%	Westpac Group	AA-	22-Feb-17	2,007,379.73	535541	7,379.73	Quarterly	2940
28-Feb-22	1,000,000.00	3.75%	Bank of Queensland	BBB+	27-Feb-17	1,003,493.15	535483	3,493.15	Annually	2946
28-Feb-22	1,000,000.00	3.55%	Westpac Group	AA-	28-Feb-17	1,003,209.59	535542	3,209.59	Quarterly	2950
1-Mar-22	1,000,000.00	3.58%	Westpac Group	AA-	1-Mar-17	1,002,942.47	535543	2,942.47	Quarterly	2952
2-Mar-22	2,000,000.00	1.40%	Macquarie Bank	A+	3-Mar-20	2,002,224.66	539519	2,224.66	Annually	3333
3-Mar-22	1,000,000.00	3.60%	Westpac Group	AA-	3-Mar-17	1,002,860.27	535545	2,860.27	Quarterly	2954
9-Mar-22	1,000,000.00	3.61%	Westpac Group	AA-	9-Mar-17	1,002,274.79	535546	2,274.79	Quarterly	2956
23-Mar-22	500,000.00	3.80%	Bank of Queensland	BBB+	23-Mar-17	500,468.49	535485	468.49	Annually	2960
4-May-22	1,000,000.00	3.60%	Bank of Queensland	BBB+	8-May-17	1,032,449.32	535487	32,449.32	Annually	2971
27-Jun-22	1,500,000.00	2.10%	Bank of Queensland	BBB+	26-Jun-19	1,524,164.38	538082	24,164.38	Annually	3242
11-Dec-23	2,000,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	2,017,950.68	537431	17,950.68	Annually	3070
18-Dec-23	4,500,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	4,540,389.04	537432	40,389.04	Annually	3071
3-Jan-24	2,000,000.00	3.40%	Rabobank Australia	A+*	4-Jan-19	2,016,021.92	537443	16,021.92	Annually	3173
28-Feb-24	1,000,000.00	3.20%	Rabobank Australia	A+*	28-Feb-19	1,002,893.15	537586	2,893.15	Annually	3189
4-Mar-24	1,200,000.00	3.20%	Rabobank Australia	A+*	4-Mar-19	1,202,945.75	537601	2,945.75	Annually	3192
28-Mar-24	1,000,000.00	3.00%	Rabobank Australia	A+*	29-Mar-19	1,000,164.38	537765	164.38	Annually	3200
	<b>1,457,000,000.00</b>					<b>1,46,491,584.04</b>		<b>791,584.04</b>		



# Camden Council Minutes

**Audit, Risk and Improvement Committee  
Meeting**  
**11 December 2019**

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



## AUDIT, RISK AND IMPROVEMENT COMMITTEE

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**Voting Members present:**

John Gordon	Independent Member (Chair)
Elizabeth Gavey	Independent Member
Bruce Hanrahan	Independent Member
Cr Paul Farrow	Camden Council Councillor

**Attendees:**

General Manager (arrived: 5:03pm)  
Internal Audit Coordinator  
Risk Management Officer  
Chief Financial Officer

**Invitees:**

Director Community Assets  
Director Planning and Environment  
Director Customer and Corporate Strategy  
Caroline Karakatsanis Audit Office of NSW (External Auditor) (via teleconference)  
(departed 6:20PM)  
Internal Audit Analyst  
Manager Development Certification (departed 5:29PM)  
Manager Safety and Risk  
Mr Jarrod Lean (Grant Thornton) (arrived 5:29PM, departed 5:43PM)

**Apologies:**

Cr Michael Morrison Camden Council Councillor  
Manager Legal and Governance  
Director Sport, Community and Activation

Meeting opened 5:02PM

The Director Customer and Corporate Strategy introduced the new Manager of Safety and Risk.

**BUS01 Apologies**RECOMMENDED

That leave of absence be granted to Cr Morrison.

DECISION

Leave of absence was granted to Cr Morrison.

**BUS02 Declaration Of Interest**RECOMMENDED

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

DISCUSSION

Mr Hanrahan advised that he has taken a position on the Salvation Army Macarthur Advisory Council. Mr Gordon advised he is leaving the City of Ryde's Committee for the next meeting however remains on it at the time of this meeting.

DECISION

The Audit, Risk and Improvement Committee noted the declarations provided.

**BUS03 Minutes To The 30 September 2019 Audit, Risk And Improvement Committee Meeting**RECOMMENDED

That the Audit, Risk and Improvement Committee:

- i. approve the minutes to the 30 September 2019 Audit, Risk and Improvement Committee meeting;
- ii. note the status of actions included in the actions list.

DISCUSSION

The Internal Audit Coordinator advised the Committee the VPA/WIKA audit recommendations are progressing well with only 5 of 38 remaining and on track for completion by the due date. As a result the verbal update requested in the actions was not necessary. It was suggested by the Committee that the next update be provided once all audit recommendations for this audit are complete.

The Internal Audit Coordinator advised that due to the time spent on the Office of Local Government Discussion Paper (BUS14), the benchmarking exercise of time spent on audit related activities was not yet complete. This will be reported to a future meeting.

It was advised that an update on Project 24 is included in the actions list and that the timeline for completion of the tender has changed.

The Committee discussed an upcoming performance audit from the Audit Office for 'workers in high stress environments' which may be relevant to Council and the performance audit on waste disposal at Fairfield and Campbelltown City Councils. The Committee recommended continuing to assess the relevance of any outcomes from these audits on Camden Council activities.

DECISION

The Audit, Risk and Improvement Committee:

- i. approved the minutes to the 30 September 2019 Audit, Risk and Improvement Committee meeting;
- ii. noted the status of actions included in the actions list.

Moved: Ms Gavey  
Seconded: Mr Gordon

## **BUS10 Update On Cladding**

### RECOMMENDED

That the Audit, Risk and Improvement Committee note the information contained within this report.

### DISCUSSION

The Manager Development Certification provided an overview of the report and took questions.

The Committee asked whether Council was confident the list they have of properties with cladding was complete. The Manager Development Certification advised that in addition to the property owners register we also have a fire register and are confident that all properties that require registration are included. There may be low risk buildings that do not require registration not listed.

The Committee asked whether a Civic Risk Mutual session recently held provided any legal advice on Council's liability in relation to buildings with cladding in the local government area. It was advised that it is technically the building owner's obligation and not Council's to correct their buildings, however common law requirements would be considered, and Council's may have a duty of care to investigate cladding issues.

The Committee asked if someone is purchasing a unit in one of these buildings, whether they have access to the information in the register on properties with cladding. This question was taken on notice.

The Committee queried if timber cladding was included yet or only aluminum cladding. It was advised there was a recent NCAT case related to timber cladding however it has not yet been advised whether this will be in the 'excluded materials' for cladding.

The Committee asked about Council's obligation to act on notification of non-compliant cladding. It was advised there is currently no obligation for Council to pursue these cases as the onus is on the building owner to correct the non-compliance. Currently Council has requested all relevant building owners to provide a cladding compliance certificate. Council plans to enforce these with an enforcement order where required.

The Committee asked whether the register of buildings with cladding only applies to buildings over a certain height limit. It was advised the height limit was over two storeys and that there are other restrictions around the type of building.

The Committee asked if Council is the only agency that can enforce removal of cladding. It was advised fire and rescue also has this authority. The Committee advised that consistency in the timeliness of Councils process could be an issue and asked if this was discussed at the Civic Risk Mutual session. Council's Risk Management Officer advised that although time frames were not necessarily discussed, a flowchart was developed for all member Councils to follow. Some Councils in higher risk areas are being proactive and giving orders in the interim to remove the cladding.

The Committee asked if Council has any buildings with potential faults like the Mascot towers or Opal tower and if Council would intervene on this in lieu of the state government. It was advised that Council has minimal high-rise construction, reducing

exposure to these types of issues.

The Committee asked which buildings in Councils LGA have exposure to cladding and The Director Planning and Environment advised there are only 12 buildings and that the highest risk of those are the Carrington aged care facility, Harrington Park Country Club and Narellan Library.

#### DECISION

The Audit, Risk and Improvement Committee

- i. noted the information contained within the report
- ii. raised the following action
  - a. Respond to the question taken on notice to advise whether a person purchasing a unit in a building on the register with cladding has access to the register information.

The Manager Development Certification departed the meeting.

#### **BUS05 Asset Management Internal Audit Report**

#### RECOMMENDED

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

#### DISCUSSION

Mr Lean outlined the key issues identified in the audit and took questions.

The Committee commended the approach being taken by Council to respond to the actions in the report. The Director Community Assets advised that the migration to one system has already commenced and a period of running the two systems simultaneously is being used to ensure a smooth transition.

The Committee asked whether the history from the old asset system was being preserved in the new Civica module. It was advised that this would be the case.

The Committee asked for the estimated completion percentage of data and condition assessments for assets. The Director Community Assets advised the percentage was unknown off hand however Council is aware of the areas where there are gaps and is addressing this with the migration.

The Committee requested a 6 month update on the audit actions. The Internal Audit Coordinator advised there is a presentation on Councils Asset Management Plans in February which may address some of the information needs of the Committee. It was agreed an update will not be scheduled at this stage.

#### DECISION

The Audit, Risk and Improvement Committee noted the Asset Management Internal Audit Report.

Mr Lean departed the meeting.

#### **BUS04 Enterprise Risk Management**



### RECOMMENDED

That the Audit, Risk and Improvement Committee note the status update on Council's Enterprise Risk Management Framework.

### DISCUSSION

The Director Customer and Corporate Strategy outlined the report.

The Committee asked if Council was experiencing tougher conditions in the insurance market. The Risk Management Officer advised there is some tightening and increases in insurance premiums in areas such as directors and property coverage. The Director Customer and Corporate Strategy advised that the Council's Civic Risk Mutual pool has strong reserves which results in the cost increases being smoothed out.

The Committee asked how frequently the risk registers are being reviewed. The Risk Management Officer advised they are reviewed every three to six months with Managers and Directors. Due dates for review are tracked in the risk register system. The Internal Audit Coordinator advised that audits are now starting to look at the risks recorded and testing against the identified controls where possible.

The Committee suggested the Executive Leadership Group (ELG) consider doing a periodic "environment scan" where ELG come together to discuss their directorates emerging risks and identify any changes required to Council risk registers.

The Committee requested a report every six months that includes the top Council risks. The Internal Audit Coordinator advised it was intended for the top risks to be reported to the next meeting.

The Committee also requested each Director present their top risks to the Committee over a period of time. The Internal Audit Coordinator advised there is an action for this to occur at the Manager level, however it would make sense to change this to the directorate level. The Internal Audit Coordinator advised that such presentations can occur subject to available time in the agenda.

The Committee discussed the \$5 million level of insurance cover for cyber risk and that although they were happy this seemed a healthy level of coverage, it may still be worth checking to ensure this is sufficient if Council ever needed to rebuild its systems from scratch.

### DECISION

The Audit, Risk and Improvement Committee:

- i. noted the status update on Council's Enterprise Risk Management Framework;
- ii. raised the following actions:
  - a. the Executive Leadership Group to consider undertaking periodic environment scans of emerging risks and their impact on Council's risk registers and reporting the results to the Committee
  - b. requested a report of Council's top risks be reported to the Committee every 6 months
  - c. requested a schedule be established for Directors to present their top directorate risks to the Committee.

**BUS06 Credit Cards Internal Audit Report****RECOMMENDED**

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

**DISCUSSION**

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

The Committee asked if the General Manager or the Mayor and Councillors had a Council credit card and it was advised they do not.

**DECISION**

The Audit, Risk and Improvement Committee noted the Credit Card Internal Audit Report.

**BUS07 External Audit Update****RECOMMENDED**

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

**DISCUSSION**

Ms Karakatsanis outlined the final management letter report findings.

The Chief Financial Officer spoke to the recommendations on assets and advised that they are working towards these improvements.

The Committee asked about the repeat issues section of the report and Ms Karakatsanis highlighted the key items.

The Committee asked if Council's insurance policy requires employees to take at least two consecutive weeks leave per year. It was advised that this is not a requirement of Council's insurance policy. However Council is working with staff to reduce excess leave balances.

**DECISION**

The Audit, Risk and Improvement Committee noted the external audit update.

Ms Karakatsanis departed the meeting.

**BUS08 Audit Report Recommendations - Implementation Status Update - October 2019****RECOMMENDED**

That the Audit, Risk and Improvement Committee note the Implementation Status Update for 31 October 2019.

**DISCUSSION**

The Internal Audit Coordinator noted the new reporting format for reporting the status of audit recommendations and thanked the Internal Audit Analyst for his assistance in

developing the new reports. It was also advised that the ageing of not yet due recommendations was included at the Committee's request in the cover report. The Committee were asked if they were satisfied with the new format and they advised they were.

The Committee advised that although this agenda item can appear a formality, it is an extremely important part of their role. The Committee was satisfied with the responsiveness of management in actioning audit recommendations.

#### DECISION

The Audit, Risk and Improvement Committee noted the Implementation Status Update for 31 October 2019.

#### **BUS09 Cyber Security - Essential8 Update**

##### RECOMMENDED

That the Audit, Risk and Improvement Committee:

- i. note the Cyber Security Essential 8 Update, and
- ii. receive a further update following completion of the work by the professional third party.

#### DISCUSSION

The Director Customer and Corporate Strategy provided an update on Council's assessment against the Cyber Security "Essential 8" that was requested by the Committee. It was advised that Council had undertaken a self-assessment and had now engaged an independent third party to undertake a review and make practical recommendations to further improve Council's cyber security.

The Committee requested a report come back on the outcomes of the review. The Committee also suggested the independent professional could assist Council by identifying what are the key assets/sensitive data (Crown Jewels) of Council. This would inform where the focus should be on tightening controls.

#### DECISION

The Audit, Risk and Improvement Committee:

- i. noted the Cyber Security "Essential 8" Update, and
- ii. raised the following action:
  - a. requested a further update on the outcomes from the independent review undertaken by a professional third party.

#### **BUS11 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 advised that the internal audit program is on track. It was advised that the requested benchmarking exercise is planned over the coming months and will be presented to the next meeting pending the ability to obtain the data over the Christmas/January period.

The Committee asked about the scope of the Family Day Care Audit. The Committee asked if Council are the regulator for family day care. The Director Community Assets advised Council administers family day care but are not the regulators. Council manages the funds and pays the Carers as well as monitoring the accreditation process. The Committee suggested the scope should cover who is responsible for reporting and following through on any cases of negligence, complaints or incidents.

### DECISION

The Audit, Risk and Improvement Committee noted the Internal Audit Plan Status Update.

### **BUS12 Audit, Risk And Improvement Committee And Internal Audit Annual Report 2019**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee approve the Audit, Risk and Improvement Committee and Internal Audit Annual Report for presentation to Council.

### DISCUSSION

The Committee was satisfied with the content of the annual report and advised it was 'very comprehensive'. The General Manager advised he was proud of the work being achieved by the Committee.

The Committee advised they had some minor typos that could be corrected out of session and the Internal Audit Coordinator advised the Committee members 'Bios' would be circulated for updating and inclusion in the report.

The Committee also discussed the Councillor briefing workshop to be held next year and the General Manager advised the Chair would likely undertake this workshop in approximately March 2020.

### DECISION

The Audit, Risk and Improvement Committee:

- i. approved the Audit, Risk and Improvement Committee and Internal Audit Annual Report for presentation to Council subject to minor corrections being made
- ii. raised the following action:
  - a. requested the annual report be recirculated after photos and bio's are added and some minor corrections are made.

### **BUS13 Audit, Risk And Improvement Committee Self Assessment Results**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee:

- i. Note the Audit, Risk and Improvement Committee self-assessment results

#### DISCUSSION

The questionnaire was praised for being very comprehensive and the Internal Audit Coordinator commended the Internal Audit Analyst for researching and putting together the self-assessment questionnaire. The Committee discussed the response on flexibility to address other issues and asked if more feedback from management can be given as to what should be covered, to try and improve agility.

The Committee also discussed the *effectiveness of oversight on external audit* and questioned whether there was anything the Committee could do to influence external audit and improve this result.

The Committee also asked about the comments made and if there was anything to note. Council's Internal Audit Coordinator advised that feedback was generally positive and suggested this Committee was 'benchmark'.

The Committee agreed there was nothing specific that required action. Risk and Improvement were the main areas where it was apparent that work is still to be done with the questions for these sections having the largest expectation gap. However, as Council's risk maturity is developing, this was not unexpected.

The Committee suggested future years assessments split the results between Committee members and Committee attendees.

#### DECISION

The Audit, Risk and Improvement Committee:

- i. Noted the Audit, Risk and Improvement Committee self-assessment results
- ii. Agreed there were no specific actions required in response to the self-assessment results; and
  - i. raised the following actions:
    - a. requested a summary of the self-assessment be included in the annual report at BUS12.
    - b. Requested future self-assessments split the results between Committee members and Committee attendees.

### **BUS14 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 outlined the discussion paper from the Office of Local Government (OLG) on internal audit and risk management and advised the process Council followed to inform its submission to the OLG. The Committee briefly discussed the submission points and Council's Internal Audit Coordinator also provided additional

information advised by the OLG at a recent Local Government Internal Audit Network (LGIAN) meeting.

#### DECISION

The Audit, Risk and Improvement Committee noted the update on the reports from authoritative bodies.

#### **BUS15 Checklist Of Compliance With Committee Requirements And Committee Dates For 2020**

#### RECOMMENDED

That the Audit, Risk and Improvement Committee:

- i. note the Checklist for Compliance with Committee requirements
- ii. confirm the 2020 Committee meeting dates.

#### DISCUSSION

The Committee asked if there is anything scheduled for this meeting that hasn't been covered. It was advised by the Internal Audit Coordinator that the improvement presentation has been deferred to the separate day of presentations in February 2020. The delegations has also been deferred with a brief update to be provided as part of the next Governance Information report and a more detailed report to be provided after the September 2020 election when the full delegations process is next undertaken.

The Committee advised a plan will be needed going forward for transitioning the chair and the members to avoid everyone coming off the Committee at once. The Internal Audit Coordinator advised some time will be scheduled into a future meeting to discuss this.

The meeting dates were also confirmed and it was advised that Mr Hanrahan will not be available for the 4 March 2020 meeting and Mr Gordon will not be available for the 5 August 2020 meeting.

#### DECISION

The Audit, Risk and Improvement Committee:

- i. noted the Checklist for Compliance with Committee requirements
- ii. confirmed the 2020 Committee meeting dates.

#### **BUS16 General Business**

#### RECOMMENDED

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

### DISCUSSION

The General Manager thanked the Committee for their effort during the year and his appreciation of the support being provided to Council on improvement.

The Committee thanked the management team for their support and engagement.

The Committee also noted the Ingham Institute was doing research on *population health and the planned urban environment - improved health outcomes through urban planning*. It was asked if Camden are interested in being part of this research. The General Manager advised Camden would be interested in being a part of this process.

### DECISION

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

Meeting Closed: 7:12PM

#### **Next Meeting:**

The next meeting of the Audit, Risk and Improvement Committee is scheduled for Wednesday 4<sup>th</sup> March 2020 at the Oran Park Executive Board Room, commencing at 5:00 pm.

Note also the non-compulsory meeting for presentations to the Audit, Risk and Improvement Committee to be held on 19 February 2020 at the Oran Park Executive Board Room, commencing at 3:00 pm.

Confirmed as a complete and accurate record of the meeting.

John A. Gordon  
Audit, Risk and Improvement Committee Chair