



Camden Council

Attachments

Ordinary Council Meeting
25 November 2014

Camden Civic Centre
Oxley Street
Camden



ORDINARY COUNCIL

ATTACHMENTS - ORDINARY COUNCIL

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ORD01



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Report on Review of Submissions



Our future Camden:
Proposed public domain improvements and vision

Submitted to Camden Council

November 2014 ■ 14224

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JBA operates under a Quality Management System that has been certified as complying with ISO 9001:2008. This report has been prepared and reviewed in accordance with that system. If the report is not signed below, it is a preliminary draft.

This report has been prepared by:

Double click to insert signature

Chris Bain

17/11/2014

Liam McKay

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1.0 Introduction

The purpose of this report is to provide a summary of the findings of community engagement undertaken by Council for the Our Future Camden project in relation to the proposed public domain improvements and vision for the Camden Town Centre.

This report is structured in 6 main parts:

- **Part 1** – identifies the purpose of structure of this report
- **Part 2** – discusses the proposed council initiatives that have the subject of community engagement
- **Part 3** – discusses the principles that were used as a basis of designing and implementing the community engagement program
- **Part 4** – outlines the community engagement methodology
- **Part 5** – shows the findings of community engagement undertaken in relation to the proposed public domain improvements
- **Part 6** – shows and discusses the findings of community engagement undertaken for the retail and commercial study and vision.

2.0 Background

Camden Council is committed to the future of the Camden Town Centre. To this effect, Council has established the Our Future Camden project and is proposing a number of initiatives to help ensure the future success of the town centre, including:

- public domain improvements to parts of Argyle Street
- a new decked carpark on Oxley Street adjacent to the Civic Centre
- a retail and commercial study and the creation of a vision for the Town Centre.

2.1 Public domain improvements

The proposed public domain improvements include:

- widened, regraded and repaved footpaths and narrowing of traffic lanes
- replacement of existing pedestrian crossings with relocated and signalised pedestrian crossings
- installation of traffic lights at the intersection of John and Oxley Streets to facilitate pedestrian movement across Argyle Street
- upgrade of existing street furniture including seating
- supporting drainage upgrades.

The initial phase of these improvements will be on that part of Argyle Street between its intersection with John and Oxley Streets. Relocation and replacement of the existing pedestrian crossing on Argyle Street just east of its intersection with John Street is also proposed to occur as part of this initial phase.

2.2 Decked carpark

Following exploration of a number of options for the location of a new decked carpark to address long-standing access issues, Council is proposing a new decked carpark on Oxley Street adjacent to the Civic Centre. The design of this carpark has not yet been determined, however it is expected that the carpark will accommodate an additional 80 spaces in a ground and upper level configuration.

2.3 Retail and commercial study and vision

Council has commenced the preparation of a retail and commercial study to investigate the town centre's economy, including its current and likely future performance, and provide some high level directions to provide direction for future economic prosperity.

Council has also commenced the preparation of a vision to set a high level direction for the future of the whole of the town centre considering and integrating economic, social and environmental matters.

3.0 Principles

Council understands that community engagement is an essential part of any planning process for the future of its communities. The aim of council's community engagement process is to increase awareness and understanding of what is being proposed and provide meaningful opportunities for the community and stakeholders to participate in decisions that affect them and their future.

To achieve this aim, Council's community engagement process has been designed and implemented in accordance with a number of principles:

- **be open and inclusive** – participation is the right of all members of the Camden community
- **create mutual trust and respect and be accountable** – treat all members of the community without bias and ethically and with respect and dignity
- **engage early, be clear and timely** – be early enough into the process to gather interest and establish commitment into the process, then work to continually maintain awareness and gain input. Tailor activities to suit community needs, where possible
- **consideration and feedback** – demonstrate all contributions were considered in decision making and provide feedback throughout the engagement process
- **skills and resources** – ensure sufficient timeframes and resources are allocated to engagement activities.

4.0 Community engagement process

4.1 Design

Council designed its program of community engagement considering the International association for Public Participation (IAP2) spectrum. This spectrum is an internationally recognised benchmark and has 5 levels of community engagement, ranging from informing to empowering the community. Community engagement for the proposed public domain improvements was designed having regard to the 'consult' level of the spectrum. Community engagement for the vision was designed and implemented having regard to the 'involve' level of the spectrum.

Consult

The goal of the 'consult' level of the spectrum is to obtain public feedback on analysis, alternatives and / or decisions. Council will keep the community informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.

Involve

The goals of the 'involve' level of the spectrum are to work directly with the public throughout the process to ensure that issue and concerns are consistently understood and considered. Council work with the community to ensure that concerns and issues are directly reflected in the alternatives developed and provides feedback on how public input influenced the decision.

4.2 Implementation

Implementation of the program involved the following key activities:

- community forums
- online survey
- footpath survey
- formal public exhibition.

4.2.1 Community forums

Council held three forums with members of the community. The forums were held in a workshop style format where small tables of approximately 6 – 12 participants discussed matters in an interactive way guided by a table facilitator.

The community forums were advertised on council's web-site, Facebook page and in the Camden Advertiser. Written invitations were also sent local businesses on Council's database.

Community event 1

This event was held at the Camden Civic Centre between 7pm and 9pm, Wednesday 24 July 2014. The focus of this event was on:

- introducing the project
- providing an overview of the proposed public domain improvements
- capturing people's issues and aspirations for the town centre.

Community event 2

This event was held at the Camden Civic Centre between 7pm and 9pm, Wednesday 27 August 2014. The focus of this event was on:

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ORD01

- providing an update on the progress of the proposed public domain improvements having considered community feedback from the first community forum
- providing an overview of the preliminary findings of the retail and commercial study
- providing feedback on the matters raised at the first community forums in relation to issues and aspirations
- outlining preliminary vision themes for the town centre
- checking in with participants to determine if they agreed with this preliminary vision themes
- asking people to develop ideas to help achieve the vision.

Community event 3

This event was held at the Camden Civic Centre between 7pm and 9pm, Monday 3 November 2014. The focus of this event was on:

- outlining some preliminary strategies and initiatives for consideration by participants
- obtaining feedback from participants on these strategies and initiatives
- providing feedback on the public exhibition of the public domain upgrades, which close on 17 September 2014.

4.2.2 Online survey

Council established an online survey on its web-page to enable people to provide feedback.

The survey contained questions related to the proposed public domain improvements and other related questions. It asked people to rate their view on the proposals on a 5 points scale, ranging from 1 being very dissatisfied to 5 being very satisfied.

199 surveys were completed and provided to council.

4.2.3 Footpath survey

Council undertook surveys of shoppers, shop owners and pedestrians on Argyle Street between 11am and 1pm on Wednesday 23 July and Saturday 26 July and during 5pm – 7pm on 8 Aug.

A total of 42 surveys were completed.

4.2.4 Public exhibition

Public exhibition and the associated and consultation period for the proposed public domain improvements ran for a period of eight weeks between Wednesday 23 July to Wednesday 17 September 2014.

Throughout the consultation period plans, samples and information were made available at Council's Customer Service Centres and Libraries located at Camden and Narellan, as well as on council's web page.

4.2.5 Other activities

These main activities were also complemented by:

- information being made available via council's homepage located at www.camden.nsw.gov.au (Matters on Exhibition)
- being able to discuss or comment on any aspect of the proposals with Council via phone, email or post

Attachment 2

Our future Camden • Report on review of submissions | November 2014

- feedback forms being provided at Council's displays within Narellan and Camden libraries and both Council service centres at Camden and Narellan.
- council staff being in attendance and collecting feedback during stakeholder meetings with Camden Police, the Camden Historical Society and the Camden Chamber of Commerce
- council also wrote to a number of local groups like Camden Show Society and government agencies advising them of the proposals and seeking their feedback
- council attendance at events such as council's Mums and Bubs library sessions and seniors living groups
- update letters from the Mayor through the consultation period on the community events and council process
- letter box drop throughout the town centre.

4.3 Analysis

To determine findings the results of all submissions and comments made through each activity were collated, categorised and analysed.

To enable analysis, each comment received was categorised based on:

- **Number** – each submission was assigned a specific number related to the primary author
- **Type** – identifying whether it related to public domain improvements, the decked carpark or the retail and commercial study and vision
- **Group** – business, resident or other
- **Subject** – including matters such as upgrade of paving, style of street furniture and other issues
- **Position** – support, did not support or was neutral in relation to an initiative.

In terms of position, in most cases it was clear whether the comment was in support or not in support of an initiative. However, in some situations this was not clear, and on this basis was included in the neutral category.

Other comments that did not relate directly to an element of the proposal was recorded and analysed as part of the retail and commercial study and vision analysis.

Comments were then analysed to determine frequency and to identify common themes. Supporting information such as grounds for or justification was noted where provided.

Each comment was assigned an equal weighting. Considerations such as the location of the submitters or the type of submitted were not factored in as this has scope for bias.

5.0 Public domain improvements

A total of 3,196 individual comments were recorded. The ranking of these comments by subject is shown in **Table 1** below.

Table 1 – Ranking of key initiatives endorsed for public exhibition

Number	Issue	Support	% Support	Non-support	% Non-support	Neutral	% Neutral	Total
1a	Oxley Street Traffic Lights	221	54.4	172	39.4	40	9.2	433
1b	Pedestrian Traffic Lights	240	56.2	151	35.3	36	8.4	427
2	Is a decked car park necessary	287	69.1	124	29.8	4	0.9	415
2a	Location of the car park at Oxley Street	116	62.7	67	36.0	3	0.1	186
3	Footpath Widening	294	57.5	181	35.4	36	7.0	511
4	Upgrade of Paving	281	65.3	111	25.8	38	8.8	430
5	Style of Street Furniture	261	66.1	81	20.5	53	13.4	395

Comments

A number of other qualitative comments were received in relation to the proposed public domain improvements, mostly from the community forums. Comments on traffic were the most frequently occurring, with a number of comments expressing concern about potential adverse impacts of the public domain works on traffic flow and safety. For example, the following comments were received:

- install speed humps in side streets around town centre to prevent excessive speeding
- reroute traffic from main street (redirect trucks/heavy vehicles from Argyle Street)
- consider only one lane of traffic with a shared car parking/cycle way on Argyle Street
- investigate a right turn into Oxley Street for west bound traffic.

5.1 Public Domain Works Discussion

Installation of the Oxley Street Traffic Lights attracted the greatest number of comments. While most people supported this proposal, the number of those in support compared to those who did not support was relatively close. Taken together with the installation of pedestrian traffic light, the idea of installing traffic lights in Argyle Street attracted an overwhelming majority of comments, accounting for over a third of all submissions. Frequent comments in support of the traffic lights cited improved pedestrian safety, while people who did not support the proposal stated that the installation of traffic lights on Argyle Street would detrimentally affect its, and the broader town Centres, distinct character.

Footpath upgrades attracted the next most number of comments, followed by street furniture. The majority of people were in support of the upgrades to both the footpaths and street furniture.

The majority of submitters supported the concept of a proposed carpark, with more than twice the number of people in support compared to those opposed. In terms of location, Oxley Street was preferred. There was strong opinion provided both for and against the Oxley Street location, with supporters claiming that it is a central location

close to the main concentration of shops, with people not in support noting that there are better, less intrusive uses for such a strategically located and large site.

It is considered that the lower number of neutral comments found by JBA was a direct result of the counting process. Within the JBA submissions review, a neutral response was one which was specifically noted as having no view either for or against the matter at hand. Accordingly, responses which were either passively for or against any individual matter (i.e. "it's okay", "it could be done better") were counted.

5.2 Additional Public Domain Comments

A total of 450 further individual comments were recorded in relation to the public domain works, other than those covered within the key endorsed initiatives within **Section 5.1** above. The ranking of these comments by subject is shown in **Table 2** below.

Table 2 – Ranking of further individual comments by subject

Issue	Support	% Support	Non-support	% Non-support	Neutral	% Neutral	Total
Upgrade of Street Furniture	296	74.2	56	14.0	47	11.7	399
Location of the car park at Larkin Place	19	55.9	15	44.1	0	0.0	34
Location of the car park at John Street	9	N/A	1	N/A	0	N/A	10
Location of the car park at Woolworths	9	N/A	0	N/A	0	N/A	9
Murray Street / John Street car park location	2	N/A	0	N/A	0	N/A	2

It is noted that the in principle upgrading of street furniture was generally supported. Additionally, locating a decked carpark in John Street, at Woolworths and at Murray/John Streets did not attract a large number of comments. These issues have been listed separately due to their nature as not being key initiatives, which while still important, were not in the specific endorsed initiative of **Table 1** above.

6.0 Retail and commercial study and vision

A total of 293 individual comments were recorded. Of this total, comments that were raised more than once, and their ranking, is shown in **Table 3** below.

Table 3 – Ranking of vision comments

Issue	Support	Non-support	Neutral	Total
Maintain Camden's character	68	0	0	68
Promote tourism	17	0	0	17
Improve roads	12	0	0	12
Improve public transport	12	0	0	12
Unique, local, boutique shops	12	0	0	12
Improve Camden Hospital	11	0	0	11
More accommodation	7	0	0	7
Reduce speed limits	6	0	1	7
Create an attractive gateway	5	0	0	5
Better signage and wayfinding	5	0	0	5
Establish an arts centre or precinct	4	0	0	4
Traffic lights affecting Hill Street	3	1	0	4
Quality buildings and architecture	3	0	0	3
More professional offices	3	0	0	3
More residential uses	3	0	0	3
More marketing and publicity	2	0	0	2

The overwhelming majority of comments received were made in relation to maintaining Camden's character. This category included a range of responses, including general comments such as valuing the country town feel to more specific comments such as maintaining building heights.

Promoting tourism was the next most frequent subject of comments.

Access and movement, which includes subjects such as roads and public transport, cumulatively attracted 33 individual comments.

7.0 Where to from here

The findings of community engagement will be considered by council when making a decision on the proposed public domain upgrades.

Comments received in relation to the retail and commercial study and vision have proven invaluable in helping to set the direction for this part of the Our Future Camden project, forming the base of the preliminary vision principles of:

- **a distinct town centre** – a town centre that embraces its own unique character and sense of place
- **a prosperous town centre** – a town centre that has a strong, thriving and resilient economy
- **a vibrant town centre** – a town centre that is lively, exciting and interesting
- **an accessible and connected town centre** – a town centre that people can readily access through a number of transport choices and it is easy, safe and comfortable to move around
- **a town centre for all** – a town centre that is welcoming and offers something for everyone.

The individual comments will be further used to help generate strategies and initiatives to achieve these vision principles.

When completed in draft form, the retail and commercial study and vision will be placed on public exhibition. This is expected to occur in early 2015.

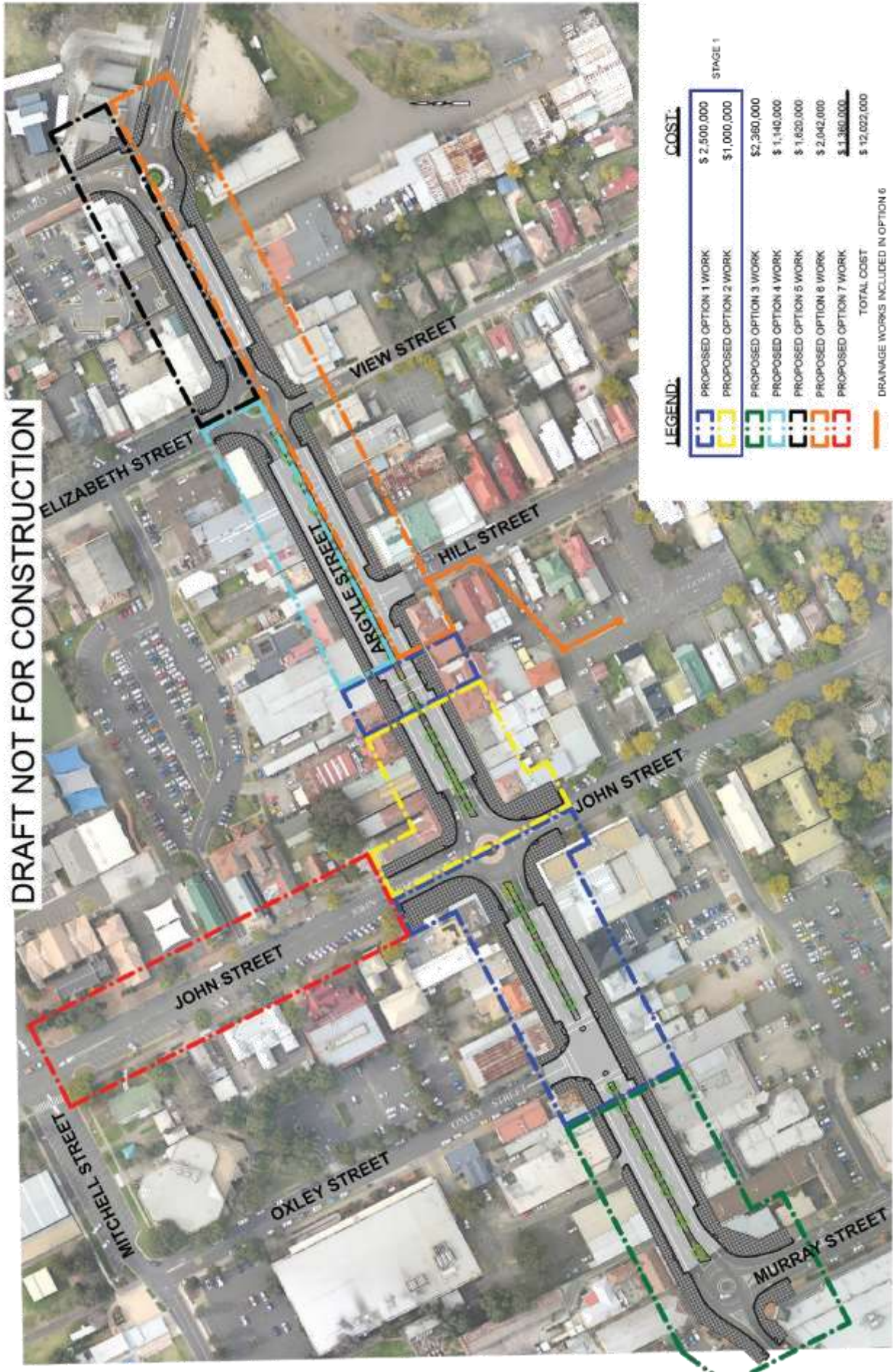
8.0 Table of Issues

Table 4 – Table of issues, comparing results of JBA and Camden Council

Number	Issue	JBA Support	Council Support	JBA Non-support	Council Non-support	JBA Neutral	Council Neutral	JBA Total	Council Total
1a	Oxley Street Traffic Lights	221	202	172	156	40	48	433	406
1b	Pedestrian Traffic Lights	240	232	151	144	36	48	427	424
2	Is decked car parking really necessary?	287	253	124	134	4	10	415	397
2a	Location of the car park at Oxley Street	116	206	67	101	3	9	186	316
3	Footpath Widening	294	227	181	147	36	51	511	425
4	Upgrade of Paving	281	215	111	118	38	51	430	329
5	Style of Street Furniture	261	0	81	0	53	0	395	0
Other Items Raised									
	Upgrade of Street Furniture	296	244	56	92	47	63	399	399
	Keep Camden's Country Atmosphere	51	2	0	0	0	0	51	2
	Location of the car park at Larkin Place	19	17	15	2	0	0	34	19
	Think of Tourism	17	1	0	1	0	0	17	0
	Fix Roads	12	9	0	0	0	0	12	9
	Improve Public Transport	12	7	0	0	0	0	12	7
	Improve Camden Hospital	11	7	0	0	0	0	11	7
	Reduce Speed Limits	6	1	0	0	1	0	6	1
	Location of the car park at Woolworths	9	13	0	0	0	0	9	13
	Location of the car park at John Street	9	19	1	0	0	0	10	19
	Traffic Lights affecting Hill Street	3	0	1	3	0	0	4	3
	Murray Street / John Street car park location	2	1	0	10	0	0	2	11
	Removal of Trees	1	0	1	0	1	0	3	0

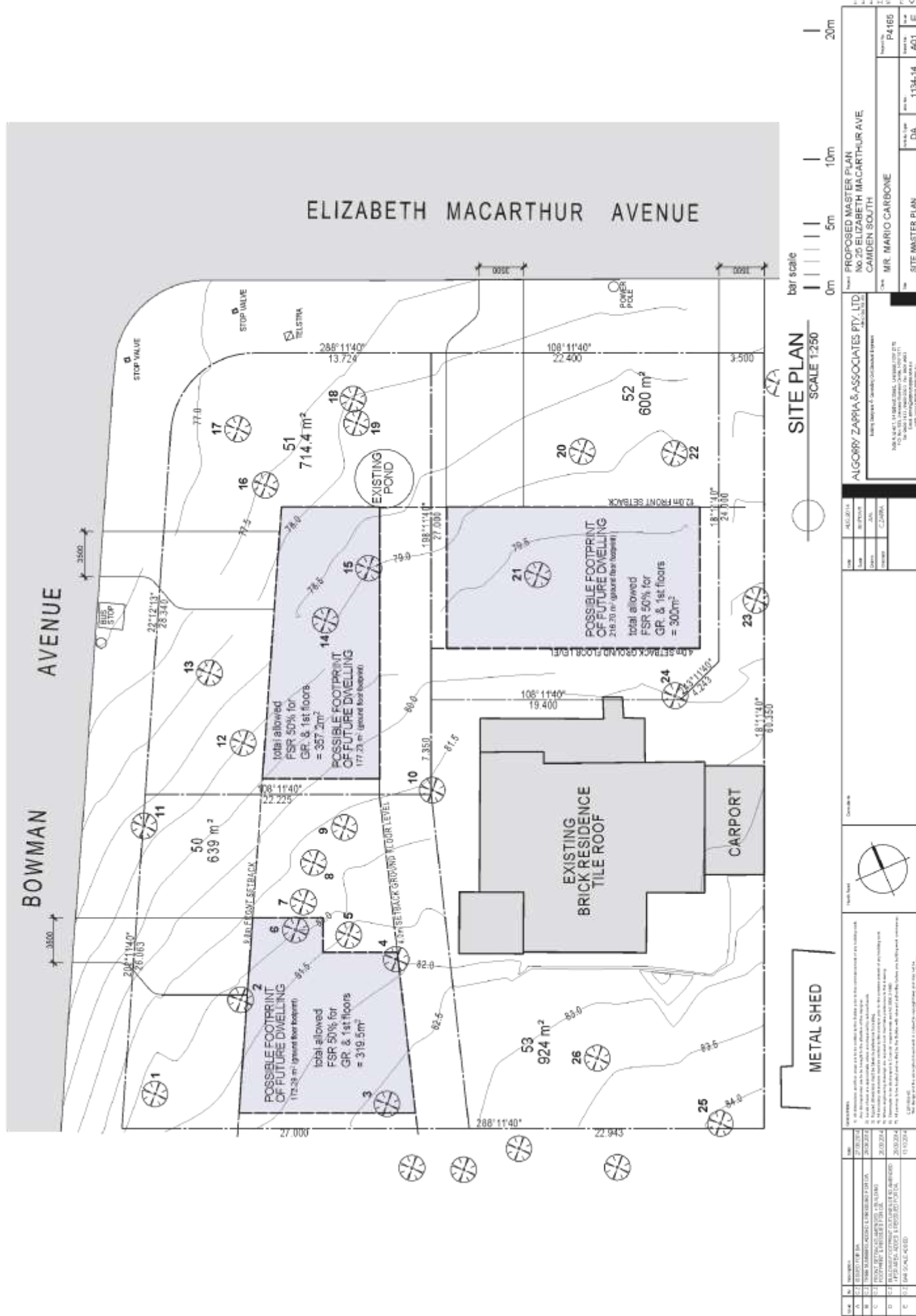
Note that JBA has recorded a lesser number of neutral submissions than council. When undertaking this review, unless a submitter clearly indicated that they were neutral on a topic, JBA interpreted submissions as being either positive or negative. This is likely to account for the majority of differences in this category.

**PROPOSED OPTIONS FOR CAMDEN TOWN CENTRE IMPROVEMENTS
DRAFT NOT FOR CONSTRUCTION**



Attachment 1

ORD02



NO.	DATE	DESCRIPTION
1	27/05/2014	ISSUED FOR PERMIT
2	28/05/2014	REVISED PERMIT
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ORD03

Attachment 1





7 November 2014

Mr Ron Moore
General Manager
Camden Council
PO Box 183
Camden NSW 2570

Cornish Spring Farm Planning Agreement

Dear Mr Moore,

Under section 93F of the Environmental Planning and Assessment Act 1979 (EPA Act), Cornish Group No. One Pty Limited, Cornish Group Spring Farm Pty Limited and Cornish Group No. Three Pty Limited propose to enter into a Voluntary Planning Agreement (VPA) with Camden Council.

The draft VPA document attached to this correspondence (prepared by Lindsay Taylor Lawyers and described as 'Cornish Spring Farm Planning Agreement' within the footer of the document) is a VPA offer made pursuant to section 93I(3) of the Environmental Planning & Assessment Act 1979 from Cornish Group No. One Pty Limited, Cornish Group Spring Farm Pty Limited and Cornish Group No. Three Pty Limited, to Camden Council.

Yours sincerely,

A handwritten signature in black ink, appearing to read "B.S. ce", enclosed in a thin black rectangular border.

Brett Cornish, Managing Director.
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

suite 5
3 – 7 park avenue
drummoyne nsw 2047

po box 1175
rozelle nsw 2039

t 02 9819 6966
f 02 9819 6977

www.cornishgroup.com.au

ORD05

Attachment 2

Deed

**Cornish Spring Farm
Planning Agreement**

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

Camden Council

Cornish Group No. One Pty Limited

Cornish Group Spring Farm Pty Limited

Cornish Group No. Three Pty Limited

Date:

4038629_1

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Cornish Spring Farm Planning Agreement

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ORD05

Attachment 2

ORD05

Attachment 2

Cornish Spring Farm Planning Agreement
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Cornish Spring Farm Planning Agreement

Summary Sheet

Council:

Name: Camden Council
Address: 37 John Street, Camden NSW 2570
Telephone: (02) 4654 7777
Facsimile: (02) 4564 7829
Email: mail@camden.nsw.gov.au
Representative: The General Manager

Cornish No. One:

Name: Cornish Group No. One Pty Limited
Address: Suite 5, 3-7 Park Avenue, Drummoyne, NSW 2047
Telephone: (02) 9819 6966
Facsimile: (02) 9819 6977
Email: brett@cornishgroup.com.au
Representative: Brett Cornish

Cornish Spring Farm:

Name: Cornish Group Spring Farm Pty Limited
Address: Suite 5, 3-7 Park Avenue, Drummoyne, NSW 2047
Telephone: (02) 9819 6966
Facsimile: (02) 9819 6977
Email: brett@cornishgroup.com.au
Representative: Brett Cornish

Cornish No. Three:

Name: Cornish Group No. Three Pty Limited

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Cornish Group No. Three Pty Limited

Address: Suite 5, 3-7 Park Avenue, Drummoyne NSW 2047

Telephone: (02) 9819 6966

Facsimile: (02) 9819 6977

Email: brett@cornishgroup.com.au

Representative: Brett Cornish

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Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Part 2 and Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 8.

Security:

See Parts 4 and 5.

Registration:

See clause 32.

Restriction on dealings:

See clause 33.

Dispute Resolution:

See Part 3.

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Cornish Spring Farm Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden NSW 2570
(Council)

and

Cornish Group No. One Pty Limited ABN 94 153 555 554 of Suite 5, 3-7
Park Avenue, Drummoyne, NSW 2047 (**Cornish No. One**)

and

Cornish Group Spring Farm Pty Limited ABN 46 120 837 381 of Suite 5,
3-7 Park Avenue, Drummoyne, NSW 2047 (**Cornish Spring Farm**)

and

Cornish Group No. Three Pty Limited ABN 17 166 797 137 of Suite 5, 3-7
Park Avenue, Drummoyne NSW 2047 (**Cornish No. Three**)

Background

- A Cornish No. One and Cornish Spring Farm each own part of the Land.
- B Cornish No. One and Cornish Spring Farm are prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Deed.

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Operative provisions

Part 1 - Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the LG Act, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

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 Limited,
- (iv) National Australia Bank Limited,
- (v) St George Bank Limited,
- (v) Westpac Banking Corporation, or

(b) any other financial institution approved by the Council in its absolute discretion.

Certifying Authority means a certifying authority within the meaning of s109D of the Act.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Construction Certificate has the same meaning as in the Act.

Contribution Items means the Items comprising Work or land to be dedicated.

Contribution Value means the \$ amount agreed between the Parties as the value of a Development Contribution made under this Deed as set out in Column 7 of Schedule 1.

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Contributions Plan means the *Camden Contributions Plan 2011* approved by the Council under s94EA of the Act, as amended from time to time.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Council's Engineering Design Specifications means Council's current Engineering Specifications means Council's policies titled *Engineering Design Specification* adopted on 10 February 2009, *Engineering Construction Specification* adopted on 10 February 2009 and *Engineering - Standard Drawings* dated January 2009 and as amended from time to time, a copy of which is available from the Council.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

Developer means Cornish No. One and Cornish Spring Farm.

Development means the development of the Land for urban purposes generally in accordance with the Plans involving subdivision of the Land into approximately 450 Final Lots, establishment of a road, utilities and stormwater management network, provision of open space, recreation areas embellishment and associated site works.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Final Lot means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

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.

Item means a Development Contribution specified in Column 1 of Schedule 1.

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

Land means all of the land in the land shown shaded and marked 'Stage A', 'Stage B', 'Stage C', 'Stage D' and 'Stage E' on the Master Plan and comprising:

- (a) Lot 1 in DP 228039,
- (b) Lots 1 & 2 in DP 158953,
- (c) Lot 3 in DP 1176798,
- (d) Lot Y DP 162529,
- (e) Lots 4 & 5 in DP 620435,
- (f) Lots 3, 4 & 5 in DP 1132985,
- (g) Lot 3261 in DP 1164074,

or any land contained in any subdivision or further subdivision of those lots.

Land Dedication Plan means the plan titled as such in Schedule 2.

Landowner means either Cornish No. One or Cornish Spring Farm as the circumstances require.

LG Act means the *Local Government Act 1993*.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work whether as a result of adverse weather, other act of God or otherwise but excluding any Defect rectification.

Maintenance Period for an Item of Work means the period of years specified in Column 8 of Schedule 1 in respect of that Item of Work commencing on the date the Item of Work is completed for the purposes of this Deed or such longer period required by a Development Consent.

Master Plan means the plan titled as such in Schedule 2.

Party means a party to this Deed.

Permitted Encumbrance means an easement burdening Lot 5 DP 1132985 in favour of Endeavour Energy, or as agreed by Council in respect of underground electrical cables.

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

Plans means the Master Plan, Land Dedication Plan, Stage A Plan, Stage B Plan, Stage C Plan, Stage D Plan and Stage E Plan.

Principal Certifying Authority has the same meaning as in the Act.

Rectification Notice means a notice in writing:

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- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

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

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed annually in accordance with the annual movements in the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics on and from the date of this Deed.

Stage means a stage of the Development approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed, and generally as shown in the plans in Schedule 2.

Stage 22 Water Quality Basin means the water quality basin shown on the plan in Schedule 3.

Stage A Plan means the plan titled as such in Schedule 2.

Stage B Plan means the plan titled as such in Schedule 2.

Stage C Plan means the plan titled as such in Schedule 2.

Stage D Plan means the plan titled as such in Schedule 2.

Stage E Plan means the plan titled as such in Schedule 2.

Subdivision Certificate means a subdivision certificate within the meaning of the Act or a strata certificate within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or in any other case, any other form of certificate which, on registration, authorises the creation of a new lot.

Vegetation Management Plan means a plan that contains provisions relating to the establishment and maintenance of land.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

1.2 In the interpretation of this Deed, 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 Deed.

1.2.2 A reference in this Deed 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 Deed is not a business day, the act, matter or thing must be done on the next business day.

1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.

1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.

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- 1.2.6 A reference in this Deed 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 Deed 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 Deed.
- 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 Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s93F(1) of the Act and is entered into in connection with the making of a Development Application for the Development.

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.

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4 Application of this Deed

- 4.1 This Deed applies to the Land and to the Development.

5 Warranties

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

6 Further agreements

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

7 Surrender of right of appeal, etc.

- 7.1 The Developer or the Landowner are not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s94, s94A and s94EF of the Act to the Development

- 8.1 This Deed excludes the application of s94 of the Act to the Development, subject to clause 8.4 and 8.5.
- 8.2 This Deed excludes the application of s94A of the Act to the Development, subject to clause 8.4 and 8.5.
- 8.3 This Deed does not exclude the application of s94EF of the Act to the Development.
- 8.4 For the avoidance of doubt, clauses 8.1 and 8.2 do not exclude the application of s94 or s94A of the Act to the Development in respect of a Dual Occupancy or Secondary Dwelling or any other development on the Final Lots and the benefits provided under this Deed referable to a Final Lot may be taken into consideration in determining a development contribution under section 94 of the Act in respect of such development on that Final Lot.
- 8.5 In this clause, Dual Occupancy, Secondary Dwelling have the same meaning as in the *Camden Local Environmental Plan 2010*.

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Part 2 – Development Contributions

9 Provision of Development Contributions

- 9.1 The Developer and the Landowner are to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council acting reasonably.
- 9.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developer or Landowner's obligation to make the Development Contribution.
- 9.3 The Council is to apply each Development Contribution made by the Developer or Landowner under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 9.4 Despite clause 9.3, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.
- 9.5 An obligation under this Deed that can only be performed by the owner of the Land is to be performed by the relevant Landowner.
- 9.6 A monetary Development Contribution specified in the table in Schedule 1 is to be indexed from the date of this Deed to the date of payment in accordance with the quarterly movements of the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics.

10 Existing Works in Kind Agreements

- 10.1 For the purpose of this Deed, **WIKAs** means the following 'Works in Kind Agreements' previously entered into with respect to the Development:
- 10.1.1 the Works in Kind Agreement entered into between the Council and Cornish Spring Farm dated 31 July 2009, as amended,
- 10.1.2 the Works in Kind Agreement entered into between the Council and Cornish Spring Farm dated 24 November 2010, as amended.
- 10.2 The Parties agree that on and from the date of this Deed:
- 10.2.1 All works required to be carried out under the WIKAs have been completed; with the exception of the Stage 22 Water Quality Basin.
- 10.2.2 Any land required to be dedicated to Council under the WIKAs which has not already been dedicated to Council is to be dedicated to Council free cost, pursuant to this Deed.
- 10.2.3 Subject to clause 10.2.2, the WIKAs will remain in effect until they end in accordance with their terms.
- 10.2.4 If a specific Development Contribution is required to be made under this Deed and a WIKa, the obligation to provide that Development

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Contribution under the WIKA is satisfied when it is provided under this Deed.

11 Payment of monetary Development Contributions

- 11.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed 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.

12 Development Contribution Credits

- 12.1 For the purpose of this clause 12:
- 12.1.1 **Balance of Contributions Plan Land** means any land to which the Contributions Plan applies as at the date of this Deed other than the Land.
- 12.1.2 **Development Contributions Credit** means the amount determined in accordance with clause 12.2 indexed from the date of this Deed in the same manner that development contributions in the Contributions Plan are indexed
- 12.1.3 **Mirvac WIK Agreement** means the Works-In-Kind Agreement between Mirvac Homes (NSW) Pty Limited and the Council dated 3 November 2012.
- 12.1.4 **WIK Land Dedication Value** means \$530,000.00, determined in accordance with the Mirvac WIK Agreement following land dedications having been made to the Council.
- 12.2 For the purpose of this clause 12, the **Development Contributions Credit** is calculated by subtracting:
- 12.2.1 the sum of:
- (a) the amounts of s94 monetary contributions that are required to be paid under Development Consents that have been granted for the Development as at the date of this Deed and that have not been satisfied by the WIKAs, and
- (b) the amount of s94 monetary contributions that would otherwise have been required to be paid by the Developer under the Contributions Plan with respect to Developments Consents for the Development granted after the date of this Deed;
- from
- 12.2.2 the sum of:
- (a) the total of all Contribution Values of Items provided under this Deed (other than Items 17, 18, 25, 26, 33, and 34) with

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the Contribution Value of each Item determined as at the date that the relevant Item is provided under this Deed, and

(b) the WIK Land Dedication Value.

12.3 If either the Developer, or Cornish Group No. Three, makes a written request to Council to do so with respect to the development of any part of the Balance of Contributions Plan Land, Council is to allow, pursuant to s94(5)(b) of the Act, or to the fullest extent permitted by law pursuant to s94(6) of the Act, monetary Development Contributions with respect to that development to be satisfied or determined (as the case requires) as follows:

12.3.1 Monetary Development Contributions otherwise required to be paid are to be satisfied by applying the Development Contributions Credit; and

12.3.2 the balance to be paid by way of monetary contribution.

12.4 If:

12.4.1 the Development Contributions Credit has not been exhausted under this clause 12.3; and

12.4.2 the Developer makes a written application to Council for the payment of the balance of the Development Contributions Credit; and

12.4.3 Council has received all monetary Development Contributions under the Contributions Plan,

then Council must pay the balance of the Development Contributions Credit to the Developer, but only to the extent of any available monies held by it under the Contributions Plan at that time and not otherwise required to be used under the Contributions Plan.

12.5 For the purpose of clarity, the Developer may make more than one (1) application to Council under clause 12.4 until the amount of the balance of the Development Contributions Credit is paid to it in full.

12.6 The Developer and Cornish Group No. Three warrant to the Council that they are entitled to use the WIK Land Dedication Value as part of the Development Contributions Credit for the purposes of this clause pursuant to an agreement with Mirvac Homes (NSW) Pty Limited.

13 Dedication of land

13.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:

13.1.1 a deposited plan is registered in the register of plans held with 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 LG Act, or

13.1.2 the Council is given:

(a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,

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- (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (c) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- 13.2 The Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 13.3 The Landowner is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for the Permitted Encumbrance or otherwise agreed in writing by the Council.
- 13.4 If, having used all reasonable endeavours, the Landowner cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations (except for the Permitted Encumbrance), the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.
- 13.5 Despite any other provision of this Deed, if the Landowner is required to dedicate land to the Council on which a Work is required to be carried out under this Deed, the Landowner must dedicate that land to Council not later than 28 days after the Work is completed for the purposes of this Deed.

14 Carrying out of Work

- 14.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 14.2 The Developer at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.
- 14.3 Notwithstanding clause 14.1 or clause 2, prior to commencing a Work for which a Maintenance Period applies, the Developer must provide, and the Council must have earlier approved:
- 14.3.1 a draft Plan of Management for the land on which the Work is to be carried out; and
 - 14.3.2 a suitable maintenance regime for the Work, and costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

15 Approval of design of Works

- 15.1 Clauses 15.2 to 15.12 (inclusive) do not apply to any Work for which a Development Consent has been granted and is in force as at the date of this Deed.

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- 15.2 Council must approve the design and specifications for each Work unless otherwise agreed in writing by the Council in relation to any particular Work.
- 15.3 Prior to commencing design of a Work, the Developer must request that the Council provide the Developer with its requirements for the location (generally in accordance with the Plans), design, materials and specifications for the provision of the Work.
- 15.4 When requesting Council's requirements under clause 15.3 the Developer may provide a proposal, including preliminary concept designs to assist Council in preparing its requirements.
- 15.5 Once the Developer receives the Council's requirements for the Work under clause 15.3, the Developer is to provide the initial design for the Work to Council for the Council's approval.
- 15.6 The initial design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work including:
- 15.6.1 a draft Plan of Management for the land on which the Work is to be located on its dedication to the Council, if that land will be classified as community land within the meaning of the LG Act; and
- 15.6.2 a draft Vegetation Management Plan for the land on which the Work is to be located, if the Council has advised the Developer that a Vegetation Management Plan is required,
- 15.6.3 a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 15.7 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 2 months of receiving the initial design from the Developer.
- 15.8 The Developer will make any change to the initial design for the Work required by the Council.
- 15.9 The Developer is not to lodge any Development Application for a Work unless the Council has first approved the initial design for the Work and provided its written certification that the Development Application is consistent with the approved initial design of the Work.
- 15.10 The Council is to provide the written certification referred to in clause 15.9 within 14 days of being provided with a copy of the proposed Development Application by the Developer, unless the Council forms the view that the proposed Development Application is not consistent with the approved initial design of the Work.
- 15.11 A Development Application for a Work is to be accompanied by the written certification referred to in clause 15.10 when lodged with the Council, as the consent authority.
- 15.12 The Developer is to bear all costs associated with obtaining the Council's approval to the initial design of a Work in Schedule 1 of this Deed under this clause.
- 15.13 Following Development Consent being issued for a Work, the Developer shall work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.

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- 15.14 The Developer is not to lodge any application for a Construction Certificate for a Work, with any Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 15.15 The Council is to provide the written certification referred to in clause 15.4 within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer, unless the Council forms the view that the application is not consistent with the approved detailed design of the Work.
- 15.16 Council's written certification outlined in clause 15.15 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 15.17 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 15.15 when lodged with the Certifying Authority.
- 15.18 For the avoidance of doubt, nothing in the clause as fettering the Council's discretion, as consent authority, in determining any Development Application for the Work.

16 Variation to Work

- 16.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 16.2 Without limiting clause 16.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- 16.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 16.2.
- 16.4 The Council may, acting reasonably and having regard to the Contribution Value for the Item comprising a Work, direct a Landowner, in writing, to:
- 16.4.1 vary the Work; or
- 16.4.2 carry out additional works which the Council considers are necessary in order for the Work to operate effectively.
- 16.5 Subject to clause 16.6, the Developer is to comply promptly with a direction referred to in clause 16.4 at its own cost.
- 16.6 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.

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- 16.7 The Council shall pay the amount referred to in clause 16.6 to the Developer after the Work is complete, and within 28 days of receipt of:
- 16.7.1 a tax invoice for the amount claimed by the Developer; and
- 16.7.2 documentation which demonstrates to Council's reasonable satisfaction the increase in costs as a result of the variation requested by the Council.
- 16.8 For the avoidance of doubt, a variation to a Work under this clause 16 does not require the variation of this Deed, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.

17 Deferral of Work

- 17.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time specified in Column 6 of the table to Schedule 1 for the Work, then:
- 17.1.1 the Developer must provide written notice to the Council to that effect;
- 17.1.2 the Developer must provide the Council with Security in an amount being 100% of the value of the uncompleted part of the Work (calculated with reference to and not exceeding the Contribution Value of the Work) before the time specified in Column 6 of the table to Schedule 1 for the Work;
- 17.1.3 the Developer must provide to Council, for Council's approval, a revised completion date for the Work;
- 17.1.4 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 must negotiate in good faith and agree upon a revised completion date for the Work; and
- 17.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 17.1.5.
- 17.2 If the Developer complies with clause 17.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Column 6 of the Table to Schedule 1.
- 17.3 If the Work is not completed by the revised date for completion of the Work approved under clause 17.1.4, then the Council may call on the Security to meet any of its reasonable costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 17.4 The Developer is to ensure that the Security held by the Council at all times equals the amount of the Security as indexed.

18 Access to the Land

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- 18.1 The Landowner is to permit the Council, its officers, employees, agents and contractors to enter the Land it owns 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.
- 18.2 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 Deed that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Deed.

19 Council's obligations relating to Work

- 19.1 The Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Deed, and is to use its reasonable endeavours to ensure third parties unrelated to the Developer do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

20 Protection of people, property & utilities

- 20.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 20.1.1 all necessary measures are taken to protect people and property,
- 20.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 20.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 20.2 Without limiting clause 20.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

21 Repair of damage

- 21.1 The Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 21.2 The Developer is to carry out its obligation under clause 21.1 at its own cost and to the satisfaction of the Council.

22 Completion of Work

- 22.1 When the Developer believes that an Item of Work is complete, it must give the Council a written notice (**Completion Notice**) which:
- 22.1.1 specifies the Item of Work to which it applies; and

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Attachment 2

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- 22.1.2 states that it has been issued under this clause 22.1.
- 22.2 The Council must, and the Developer must permit the Council to, inspect the Item of Work the subject of the Completion Notice in the presence of a representative of the Developer within twenty one (21) days of the date that the notice is given to the Council.
- 22.3 Within seven (7) days of inspecting an Item of Work that is the subject of a Completion Notice, the Council must give the Developer a notice:
- 22.3.1 confirming that the Item of Work has been completed in accordance with this Deed; or
- 22.3.2 advising:
- (a) that the Council does not accept that the Item of Work has been completed in accordance with this Deed; and
- (b) the reasons for that non-acceptance and directing the Developer to complete, rectify or repair any specified part of the Work.
- 22.4 For the avoidance of doubt, the Council may give more than one written notice under clause 22.3.2 if the Council reasonably considers that it is necessary to do so.
- 22.5 If the Developer does not accept the matters contained in a notice issued by the Council under clause 22.3.2 then it must, within 14 days, serve notice on Council to that effect, in which case the Council is to appoint a suitably qualified expert at the cost of the Developer to determine whether the Item of Work has been completed in accordance with this Deed.
- 22.6 If a Party does not accept the determination of the expert in clause 22.5, then that Party may, within 14 days of the expert determination:
- 22.6.1 serve notice on the other Party to that effect, in which case the matter will be a Dispute; and
- 22.6.2 refer that Dispute immediately to the President of the Law Society under clause 26.4 and clauses 26.4 to 26.7 (inclusive) apply to that Dispute.
- 22.7 The Developer, at its cost, is to promptly comply with:
- 22.7.1 a written notice under clause 22.3.2, if it does not serve notice on the Council under clause 22.5, or
- 22.7.2 the expert determination of the Council's appointed expert under clause 22.6, if neither Party serves notice under clause 22.6, or
- 22.7.3 the expert determination of the expert appointed by the President of the NSW Law Society under clause 26.4, if a Dispute has been referred under clause 22.6.2.
- 22.8 If:
- 22.8.1 the Council gives a notice under clause 22.3.2; and
- 22.8.2 the Developer believes it has complied with that notice or the expert determination, as the case may be, then
- the Developer must issue a further Completion Notice with respect to that Item of Work and clauses 22.2 to 22.7 inclusive reappplies.

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- 22.9 An item of Work will be complete for the purpose of this Deed:
- 22.9.1 on the date the Council issues a notice under clause 22.3.1 confirming that the Item of Work is complete; or
- 22.9.2 if the Council fails to issue any notice under clause 22.3, at the end of the period of 21 days from the date the Completion Notice is given to the Council, or
- 22.9.3 if an expert has determined under clause 26 that the Work is complete for the purposes of this Deed, on the date of the expert determination .
- 22.10 If the Council is the owner of the land on which an item of Work has been completed, the Council assumes responsibility for the Work upon the date that Item of Work was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to Council under this Deed.
- 22.11 The Developer will Maintain any Item for which a Maintenance Period is specified, during that Maintenance Period in accordance with the maintenance regime approved under clause 14.3.

23 Rectification of defects

- 23.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 23.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 23.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 23.1.

24 Works-As-Executed-Plan

- 24.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 24.2 The Developer warrants that it is either the copyright owner in the plan referred to in clause 24.1, or is entitled to grant a licence for the use of that copyright under this clause 24, and gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

25 Removal of Equipment

- 25.1 When Work on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 25.1.1 remove any Equipment from the land and make good any damage or disturbance to the land as a result of that removal, and

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25.1.2 leave the land in a neat and tidy state, clean and free of rubbish.

Part 3 – Dispute Resolution

26 Dispute resolution – expert determination

- 26.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 26.1.1 the Parties to the Dispute agree that it can be so determined, or
- 26.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 26.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 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.
- 26.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 26.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 26.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

27 Dispute Resolution - mediation

- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 26 applies.
- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 27.4 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 to select a mediator.
- 27.5 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

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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.

- 27.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

28 Security for performance of obligations

- 28.1 In this clause 28 the following definitions apply:
- 28.1.1 **Final Lot Subdivision Certificate** means a Subdivision Certificate that:
- (a) authorises the registration of a plan of subdivision or strata plan which, on registration, will create Final Lots; and
 - (b) is able to be issued because a Development Consent for the Development has been granted and is in force.
- 28.1.2 **Security Amount** means:
- (a) the amount determined under clause 28.3 of the estimated cost to complete all Items of Work which are located within the Stage in respect of which a Final Lot Subdivision Certificate is being sought, other than those Items within that Stage that have been completed in accordance with this Deed, or
 - (b) such other amount as the Developer and the Council agree in writing.
- 28.2 Prior to the issuing of any Final Lot Subdivision Certificate in respect of a Stage, the Developer is to provide the Council with a Security in the amount of the Security Amount less the Security already held by Council (if any) in respect of that Stage.
- 28.3 For the purposes of clause 28.1.2(a),
- 28.3.1 the Council is to notify the Developer of its estimate of the Security Amount promptly upon being requested to do so by the Developer, and
- 28.3.2 if the Developer does not accept the estimate notified to it under clause 28.3.1 then it must, within 7 days, serve notice on Council to that effect, in which case the Council is to appoint a suitably qualified expert at the cost of the Developer to determine the Security Amount, and

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- 28.3.3 if a Party does not accept the estimate determined by the expert in clause 28.3.2, then that Party may, within 14 days of the expert determination:
- (a) serve notice on the other Party to that effect, in which case the matter will be a Dispute; and
 - (b) refer that Dispute immediately to the President of the Law Society under clause 26.4 and clauses 26.4 to 26.7 (inclusive) apply to that Dispute.
- 28.4 The Council, in its absolute discretion and despite clause 18, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the Security to the Council in accordance with this Deed.
- 28.5 The Council may call-up and apply the Security in accordance with clause 30 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 28.6 The Council is to release and return the Security provided in respect of a Stage, or any unused part of it to the Developer within 14 days of the Developer and Landowner completing all of their obligations under this Deed in respect of that Stage.
- 28.7 The Developer may at any time provide the Council with a replacement Security.
- 28.8 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 28.9 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 28.10 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

29 Acquisition of land required to be dedicated

- 29.1 If the Landowner does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 29.2 The Council is to only acquire land pursuant to clause 29.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Deed.
- 29.3 Clause 29.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

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- 29.4 If, as a result of the acquisition referred to in clause 29.1, the Council is required to pay compensation to any person other than the Landowner, the Landowner is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 28.
- 29.5 The Landowner 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 concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 29.6 The Landowner is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 29, including without limitation:
- 29.6.1 signing any documents or forms,
- 29.6.2 giving land owner's consent for lodgement of any Development Application,
- 29.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
- 29.6.4 paying the Council's costs arising under this clause 29.

30 Breach of obligations

- 30.1 If the Council reasonably considers that the Landowner or Developer is in breach of any obligation under this Deed, it may give a written notice to the Party it considers to be in breach:
- 30.1.1 specifying the nature and extent of the breach,
- 30.1.2 requiring that Party to:
- (a) rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 30.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 30.2 If the Landowner or Developer fails to fully comply with a notice issued to it and referred to in clause 30.1, the Council may, without further notice to that Party or the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the breach.
- 30.3 If the Developer fails to comply with a notice given under clause 30.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Landowner or Developer and any Equipment on such land for that purpose.

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- 30.4 Any costs incurred by the Council in remedying a breach in accordance with clause 30.2 or clause 30.3 may be recovered by the Council by either or a combination of the following means:
- 30.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
- 30.4.2 as a debt due in a court of competent jurisdiction.
- 30.5 For the purpose of clause 30.4, the Council's costs of remedying a breach the subject of a notice given under clause 30.1 include, but are not limited to:
- 30.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 30.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 30.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 30.6 Nothing in this clause 30 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Landowner or Developer, including but not limited to seeking relief in an appropriate court.

31 Enforcement in a court of competent jurisdiction

- 31.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 31.2 For the avoidance of doubt, nothing in this Deed prevents:
- 31.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
- 31.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

32 Registration of this Deed

- 32.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act.
- 32.2 On execution of this Deed, the Landowner is to provide to the Council in registrable form:
- 32.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Landowner, and
- 32.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.

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- 32.3 The Landowner is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 32.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 32.4.1 in so far as the part of the Land concerned is a Final Lot,
- 32.4.2 in relation to any other part of the Land, once the Developer and Landowner have completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.
- 32.5 If requested to do so by the Developer, the Council must simultaneously:
- 32.5.1 sign and return to the Developer an instrument in registrable form, prepared by the Developer at its cost, which, when registered under the *Real Property Act 1900* (NSW), will remove any notation relating to this Deed from a Final Lot, and
- 32.5.2 release a Subdivision Certificate for a plan that when registered will create any Final Lot;
- when the Developer has satisfied its obligations under this Deed with respect to the Final Lots that will be created on registration of that plan.

33 Restriction on dealings

- 33.1 The Landowner and the Developer are not to:
- 33.1.1 sell or transfer the Land, other than a Final Lot, or
- 33.1.2 assign their rights or obligations under this Deed, or novate this Deed, to any person unless:
- 33.1.3 they have, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Landowner's or Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 33.1.4 the Council has given written notice to the Landowner or Developer, as the case may be stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 33.1.5 the Landowner and Developer are not in breach of this Deed, and
- 33.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 33.2 Clause 33.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

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34 Risk

- 34.1 The Developer and the Landowner perform their obligations under this Deed at their own risk and at their own cost.

35 Release

- 35.1 The Developer and the Landowner release the Council from any Claim they may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

36 Indemnity

- 36.1 The Developer and Landowner indemnify the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Landowner or the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

37 Insurance

- 37.1 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 Deed up until the Work is taken to have been completed and the responsibility of the Council in accordance with this Deed:
- 37.1.1 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,
 - 37.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer, the Landowner and any subcontractor of the Developer, for liability to any third party,
 - 37.1.3 workers compensation insurance as required by law, and
 - 37.1.4 any other insurance required by law.
- 37.2 If the Developer fails to comply with clause 37.1, 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:
- 37.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
 - 37.2.2 recovery as a debt due in a court of competent jurisdiction.

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- 37.3 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 37.1.

Part 7 – Other Provisions

38 Annual report by Developer

- 38.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of the Developer's and Landowner's obligations under this Deed.
- 38.2 The report referred to is to be in such a form and to address such matters as required by the Council from time to time.

39 Review of Deed

- 39.1 The Parties agree to review this Deed 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 Deed.
- 39.2 For the purposes of clause 39.1, 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.
- 39.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 39.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 39.4 If this Deed 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 Deed is entered into.
- 39.5 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 39.1 (but not 39.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

40 Variations to Contribution Items and Staging

- 40.1 The Landowner may request that the Council approve a variation to the Contribution Items to be provided under this Deed.
- 40.2 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 Deed and the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.

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- 40.3 The Landowner may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 40.4 The Council must act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.
- 40.5 If a variation is made to an Item or staging pursuant to this clause 40, then Schedule 1 will be deemed to be amended to include the varied Contribution Items and their Contribution Values and their staging.
- 40.6 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause 40 does not require a variation to this Deed.

41 Notices

- 41.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 41.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 41.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 41.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 41.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 41.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 41.3.1 delivered, when it is left at the relevant address,
 - 41.3.2 sent by post, 2 business days after it is posted,
 - 41.3.3 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, or
 - 41.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 41.4 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.

42 Approvals and Consent

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Cornish Group No. Three Pty Limited

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

43 Costs

- 43.1 The Developer is to pay to the Council the Council's 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.
- 43.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

44 Entire Agreement

- 44.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 44.2 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 Deed was executed, except as permitted by law.

45 Further Acts

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

46 Governing Law and Jurisdiction

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

47 Joint and Individual Liability and Benefits

- 47.1 Except as otherwise set out in this Deed:
- 47.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and

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47.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

48 No Fetter

48.1 Nothing in this Deed 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.

49 Illegality

49.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

50 Severability

50.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

50.2 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 Deed, but the rest of this Deed is not affected.

51 Amendment

51.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25D of the Regulation.

52 Waiver

52.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

52.2 A waiver by a Party is only effective if it is in writing.

52.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

53 GST

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53.1 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.

53.2 Subject to clause 53.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

53.3 Clause 53.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

53.4 No additional amount shall be payable by the Council under clause 53.2 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.

53.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed 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:

53.5.1 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;

53.5.2 that any amounts payable by the Parties in accordance with clause 53.2 (as limited by clause 53.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

53.6 No payment of any amount pursuant to this clause 53, 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.

53.7 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, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

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

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54 Explanatory Note

- 54.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 54.2 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.

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Schedule 1

(Clause 9)

Development Contributions

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
Carrying Out of Work							
1. Sediment control fence	A	A1	Drainage	Design and construction of sediment and erosion control devices in the location marked as 'A1' on the Stage A Plan to the satisfaction of the Council, acting reasonably.	Upon this Deed being entered into.	\$36,723	N/A
2. Water quality basin	A	A2	Drainage	Construction of Water Detention/Quality Facilities in accordance with Council's Engineering Design Specifications in the location marked as 'A2' on the Stage	Upon this Deed being entered into.	\$1,815,038	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
3.	A	A3	Drainage	A Plan. Undergrounding of electrical cables in the location marked as 'A3' on the Stage A Plan in accordance with the requirements of Endeavour Energy	Upon this Deed being entered into.	\$681,796	N/A
4.	A	A4	Road	Construction of minor roundabout in the location marked s 'A4' on the Stage A Plan in accordance with Development Consent to DA 493/2012 (Stage 52) and otherwise in accordance with Council's Engineering Design Specifications. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Upon this Deed being entered into.	\$87,876	1 year
5.	A	A5	Bush Corridor	Earthworks for the excavation and emplacement of 40,000m ³ of Elderslie Banksia Scrub subsoils to land adjacent north east of Spring Farm Town Centre in the location marked as 'A5' on the Stage A Plan to the satisfaction of the Council, acting reasonably.	Upon this Deed being entered into.	\$491,200.00	N/A
6.	A	A6	Other	Construction of 599 lineal metres of half road in accordance with Development Consents to DA 594/2009 (Stage 31 and 32), DA 627/2011 (Stage 33) and Council's	The issuing of the Subdivision	\$485,855	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				Engineering Design Specifications in the location marked as 'A6' on the Stage A Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Certificate for a plan that when registered would create the first Final Lot adjacent to the half road.		
7. Sediment control fence	B	B1	Drainage	Design and implementation of sediment and erosion control devices in the location marked as 'B1' on the Stage B Plan to the satisfaction of the Council, acting reasonably.	Prior to the commencement of works in Stage B.	\$18,362	N/A
8. Dam reconstruction	B	B2	Drainage	Reconstruction of dam wall and embellishment of dam perimeter in accordance with Development Consent to DA 656/2011 and as identified as B2 in the Stage B Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Prior to the issue of the Subdivision Certificate for a plan that when registered would create the 16th Lot in Stage B.	\$1,045,420	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
9. Design drainage facilities	C		Drainage	Design all drainage facilities for Stage C for approval by the Council, acting reasonably	Prior to the issue of any Construction Certificate for Stage C	\$248,743	N/A
10. Sediment control fence	C	C2	Drainage	Design and construction of sedimentation and erosion control devices in the location marked as 'C2' on the Stage C Map to the satisfaction of the Council, acting reasonably.	Immediately prior to the commencement of works in Stage C	\$55,085	N/A
11. Water quality basin	C	C3	Drainage	Construction of Water Detention/Quality Facilities in accordance with Council's Engineering Design Specifications in the location marked as 'C3' on the Stage C Plan.	Prior to the issue of the Subdivision Certificate for a plan that when registered would create the 1 st Final Lot in Stage C	\$2,420,051	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
12. Riparian corridor	C	C4	Drainage	Levelling, grading and finalisation of landform in preparation for embellishment of an area not less than 2.6 hectares of riparian corridor works in the location shown as 'C4' on the Stage C Plan and to the satisfaction of the Council, acting reasonably.	Prior to the issue of the Subdivision Certificate for a plan that when registered would create the 132nd Final Lot in Stage C	\$207,705	N/A
13. Riparian corridor	C	C5	Drainage	Embellishment of an area not less than 2.6 hectares of riparian corridor in accordance with Council's Engineering Design Specifications in the location shown as 'C5' on the Stage C Plan and to the satisfaction of the Council.	Prior to the issue of a Subdivision Certificate for a plan that when registered would create the 132nd Final Lot in Stage C	\$1,049,349	5 years

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
14. Pedestrian link	C	C6	Road Works	Construction of a share path in the location identified as C6 in Stage C Plans in Schedule 2 and otherwise constructed in accordance with Development Consent to DA 656/2013 and Council's Engineering Design Specifications. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Prior to the issue of a Construction Certificate for subdivision works for the 132nd Final Lot in Stage C	\$261,355	1 Year
15. Half road	C	C7	Other	Construction of 672 lineal metres of half-road fronting open space in the location shown as 'C7' on the Stage C Plan and to the satisfaction of the Council, acting reasonably.	Prior to the issue of the Subdivision Certificate for a plan that when registered would create the first Final Lot adjacent to the half road.	\$545,066	1 Year
16. Passive open	C	C8	Open Space and	Embellishment of an area not less than 0.26 hectares of public open space in accordance with Council's Engineering Design Specifications in the location marked	Prior to the issue of a Subdivision	\$102,405	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
space			Recreation	as 'C8' on the Stage C Plan.	Certificate for a plan that when registered would create the 132nd Final Lot in Stage C		
17. Dog park	C	C9	Open Space and Recreation	Construction of off-leash dog area in accordance with Development Consent to DA 656/2011 and in the location marked as 'C9' on the Stage C Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Prior to the issue of a Subdivision Certificate for a plan that when registered would create the 132nd Final Lot in Stage C	\$79,000	1 year
18. Shelter area	C	C10	Open Space and Recreation	Construction of seat and shelter in accordance with Development Consent DA 656/2013 in the location marked as 'C10' on the Stage C Plan. For the purpose of	Prior to the issue of a Subdivision	\$10,700	1 year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
				clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Certificate for a plan that when registered would create the 132nd Final Lot in Stage C		
19. Design of drainage facilities	D		Drainage	Design all drainage facilities for approval by the Council for Stage D, acting reasonably.	Prior to the issue of any Construction Certificate for Stage D	\$14,300	N/A
20. Sediment control fence	D	D2	Drainage	Design and construction of sediment and erosion control devices in the location marked as 'D2' on the Stage D Map to the satisfaction of the Council	Prior to the commencement of works in Stage D	\$18,362	1 year
21. Pedestrian link over riparian	D	D3	Road Works	Construction of a share path generally in the location identified as D3 on the Stage D Plan and otherwise constructed in accordance DA 656/2013 and Council's Engineering Design Specifications.	Prior to the issue of a Construction Certificate for	\$261,355	1 Year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
corridor				For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	subdivision works for the 43rd Final Lot in Stage D.		
22. Half road	D	D4	Other	Construction of 640.5 lineal metres of half road fronting open space in the location marked as 'D4' on the Stage D Plan to the satisfaction of the Council, acting reasonably.	The issuing of the Subdivision Certificate for a plan that when registered would create the first Final Lot adjacent to the half road.	\$348,777	1 Year
23. Passive open space	D	D5	Open Space and Recreation	Embellishment of an area not less than 2.9 hectares of public open space in accordance with Council's Engineering Design Specifications in the location marked as 'D5' on the Stage D Plan.	Prior to the issue of a Subdivision Certificate for a plan that when registered	\$2,873,016	1 Year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
24. Children's playground/ playspaces	D	D6	Open Space and Recreation	Construction of Children's Playground/Playspace in accordance with Development Consent to DA 656/2013 in the location marked as 'D6' on the Stage D Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	would create the last 43rd Lot in Stage D. Prior to the issue of a Subdivision Certificate for a plan that when registered would create the 43rd Final Lot in Stage D	\$209,113	1 Year
25. Amphitheatre	D	D7	Open Space and Recreation	Construction of an Amphitheatre in accordance with Development Consent to DA 656/2013 in the location marked as 'D7' on the Stage D Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Prior to the issue of a Subdivision Certificate for a plan that when registered would create the 43rd Final Lot in Stage D	\$165,000	1 Year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
26. Viewing platform	D	D8	Open Space and Recreation	Construction of a viewing platform in accordance with Development Consent to DA 656/2013 in the location marked as 'D8' on the Stage D Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Lot in Stage D Prior to the issue of a Subdivision Certificate for a plan that when registered would create the 43rd Final Lot in Stage D.	\$276,100	1 Year
27. Design of drainage facilities	E		Drainage	Design all drainage facilities for approval by the Council for Stage E, acting reasonably.	Prior to the issue of a Construction Certificate for the 1 st Final Lot in Stage D	\$68,192	N/A
28. Sediment control fence	E	E2	Drainage	Design and construction of sediment and erosion control devices in the location marked as 'E2' on the Stage E Plan to the satisfaction of the Council, acting reasonably.	Prior to the commencement of works in Stage E	\$18,362	N/A

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
29. Water quality basin	E	E3	Drainage	Water Detention/Quality Facilities constructed in accordance Development Consent to DA 656/2013 and Council's Engineering Design Specifications in the location marked as 'E3' on the Stage E Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Prior to the issue of the Subdivision Certificate for a plan that when registered would create the 1st Final Lot in Stage E.	\$605,014	1 Year
30. Riparian corridor	E	E4	Drainage	Levelling, grading and finalisation of landform in preparation of embellishment of an area not less than 9.9 hectares of riparian corridor works in the location shown as 'E4' on the Stage E Plan and to the satisfaction of the Council, acting reasonably.	Prior to the issue of the Subdivision Certificate for a plan that when registered would create the 74th Final Lot in Stage E.	\$806,338	N/A
31. Riparian	E	E5	Drainage	Embellishment of an area not less than 9.9 hectares of riparian corridor in accordance with Development Consent.	Prior to the issue of the	\$3,886,721	5 Years

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
corridor				to DA 656/2013 or otherwise in accordance with Council's Engineering Design Specifications in the location shown as 'E5' on the Stage E Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Subdivision Certificate for a plan that when registered would create the 74th Final Lot in Stage E.		
32. Half road	E	E6	Other	Construction of 824 lineal metres of half-road fronting open space in the location marked as 'E6' on the Stage E Plan to the Council's satisfaction, acting reasonably.	Prior to the issuing of the Subdivision Certificate for a plan that when registered would create the first Final Lot adjacent to the half road.	\$668,355	1 Year
33. Viewing platform	E	E7	Open Space and Recreation	Construction of a viewing platform in accordance with Development Consent to DA 656/2013 in the location marked as 'E7' on the Stage E Plan.	Prior to the issue of the Subdivision	\$271,000	1 Year

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
34. BBQ facilities	E	E8	Open Space and Recreation	For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work. Construction of a barbeque facility, shelter and seating in accordance with Development Consent to DA 656/2013 in the location marked as 'E8' on the Stage E Plan. For the purpose of clarity, clauses 15.2 to 15.12 (inclusive) do not apply to this Work.	Certificate for a plan that when registered would create the 74th Final Lot in Stage E. Prior to the issue of the Subdivision Certificate for a plan that when registered would create the 74th Final Lot in Stage E.	\$17,400	1 Year
Dedication of Land							

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
35. Land for drainage	A	A7	Land Acquisition - Drainage works (Flood Affected)	Dedication of land of an area not less than 6.8ha for drainage works identified as A7 in the Land Dedication Plan.	Upon this Deed being entered into.	\$3,071,250	N/A
36. Land for half road	A	A8	Land Acquisition - Half Roads	Dedication of land of an area not less than 0.3ha for half roads identified as A8 in the Land Dedication Plan	Upon this Deed being entered into.	\$486,687	N/A
37. Land for open space	A	A12	Land Acquisition - Open Space (Flood Affected)	Dedication of land of an area not less than 0.2ha for open space identified as A12 in the Land Dedication Plan.	Upon this Deed being entered into.	\$119,205	N/A
38. Land for drainage	B	B3	Land Acquisition - Drainage works (Flood Affected)	Dedication of land of an area not less than 8ha for drainage works identified as B3 in the Land Dedication Plan.	Prior to the issue of a Subdivision Certificate that creates the 10th Final Lot in Stage B.	\$3,640,500	N/A

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
39. Land for half road	C	C11	Land Acquisition - Half Roads	Dedication of land of an area not less than 0.4ha for half roads identified as C11 in the Land Dedication Plan.	Concurrently with the completion of Works Item C7.	\$606,125	N/A
40. Land for open space	C	C12	Land Acquisition - Open Space (Flood Affected)	Dedication of land of an area not less than 7ha for open space identified as C12 in the Land Dedication Plan.	Prior to the issue of a Subdivision Certificate that creates the 83rd Final Lot in Stage C.	\$3,158,685	N/A
41. Land for half roads	D	D9	Land Acquisition - Half Roads	Dedication of land of an area not less than 0.3ha for half roads identified as D9 in the Land Dedication Plan.	Concurrently with the completion of Works Item D4.	\$483,750	N/A
42. Land for drainage	E	E9	Land Acquisition - Drainage works (Flood	Dedication of land of an area not less than 5.9ha for drainage works identified as E9 in the Land Dedication Plan	Prior to the issue of a Subdivision Certificate that	\$2,682,720	N/A

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Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
			Affected)		creates the 46th Final Lot in Stage E		
43. Land for half road	E	E10	Land Acquisition - Half Roads	Dedication of land of an area not less than 0.5ha for half roads identified as E10 in the Land Dedication Plan.	Concurrently with the completion of Works Item E6.	\$669,500	N/A
44. Land for open space	E	E11	Land Acquisition - Open Space (Flood Affected)	Dedication of land of an area not less than 6.5ha for open space identified as E11 in the Land Dedication Plan.	Prior to the issue of a Subdivision Certificate that creates the 46th Final Lot in Stage E	\$2,981,610	N/A
Monetary Contributions							
45.	N/A	N/A	Administration	Contribution towards the administration of this Deed in the	Prior to the	\$418 per Final	

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ORD05

Attachment 2

Cornish Spring Farm Planning Agreement
 Camden Council
 Cornish Group No. One Pty Limited
 Cornish Group Spring Farm Pty Limited
 Cornish Group No. Three Pty Limited

Column 1 Item No.	Column 2 Relevant Stage	Column 3 Identifier on Plans	Column 4 Public Purpose	Column 5 Nature / Extent	Column 6 Timing	Column 7 Contribution Value	Column 8 Maintenance Period (if applicable)
Monetary contribution				amount of \$418 per Final Lot and indexed pursuant to clause 9.6.	Issue of the Subdivision Certificate that creates the Final Lot.	Lot	

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

ORD05

Schedule 2

(Clause 1.1)

Plans

(see following 7 pages)

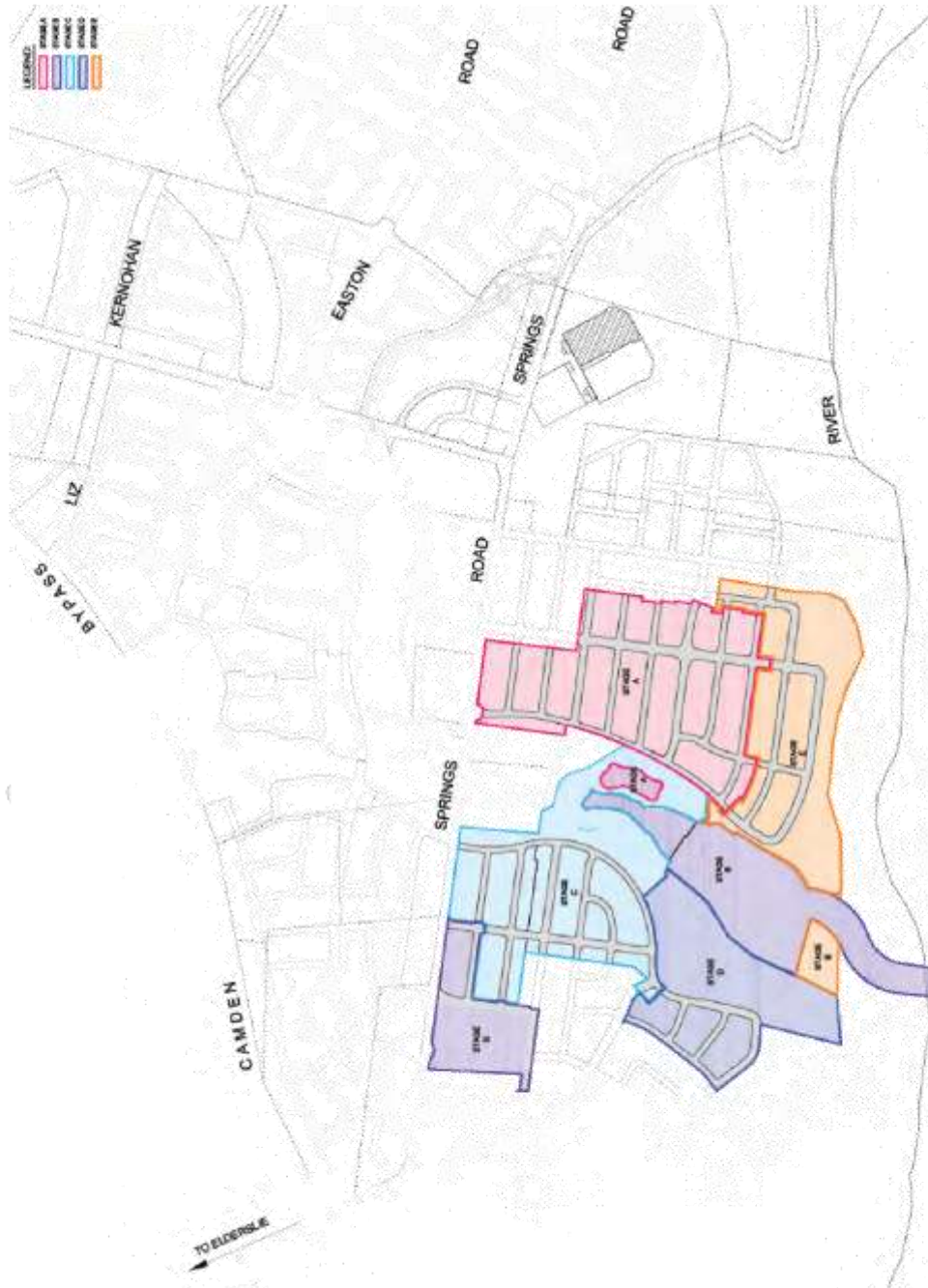
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ORD05

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Master Plan



Attachment 2

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

ORD05

Stage A Plan



Attachment 2

ORD05

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Stages D Plan



Attachment 2

**Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited**

ORD05

Stage E Plan



Attachment 2

ORD05

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Land Dedication Plan



Attachment 2

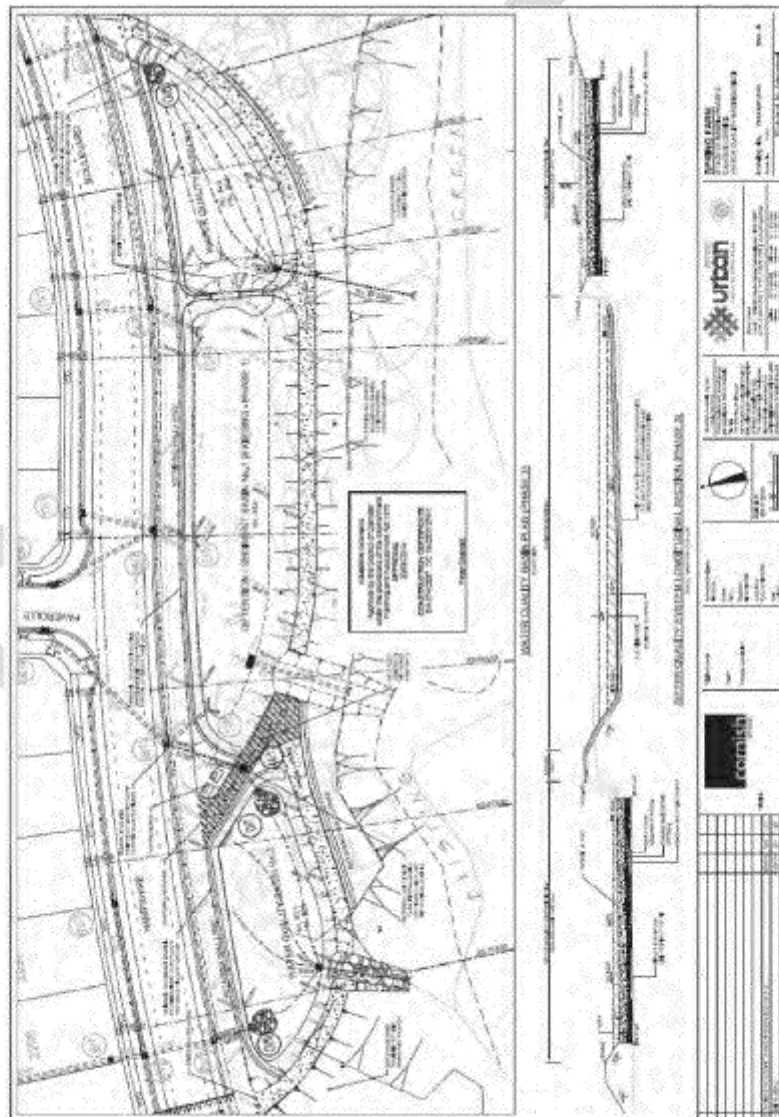
**Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited**

ORD05

Schedule 3

(Clause 1.1)

Stage 22 Water Quality Basin Plan



Attachment 2

ORD05

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council by its Attorney pursuant to power of attorney registered Book: _____ No: _____

I certify that I have no notice of revocation of the power of attorney in the presence of:

Signature of witness

Signature of Attorney

Name of witness

Name of Attorney

Executed on behalf of Cornish No. One in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Executed on behalf of Cornish Spring Farm in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Executed on behalf of Cornish No. Three in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

ORD05

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

Appendix

(Clause 54)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

(see following pages)

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Attachment 2

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

ORD05

Explanatory Note

1 Cornish Spring Farm Planning Agreement

1. Introduction

This Explanatory Note has been prepared in accordance with clause 25E of the *Environmental Planning & Assessment Regulation 2000* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the parties under s93F of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Camden Council (**Council**).
- (2) Cornish Group No. One Pty Limited (**Cornish No. One**).
- (3) Cornish Group Spring Farm Pty Limited (**Cornish Spring Farm**).
- (4) Cornish Group No. Three Pty Limited (**Cornish No. Three**).

3 Description of the Subject Land

The land to which the Planning Agreement relates is set out in the table below. This land is shown on the Masterplan provided in Schedule 2 to the Deed.

Folio Identifier	Location
1 The land originally contained in the following lots: Lot 1 in DP 228039. Lots 1 & 2 in DP 158953. Lot 3 in DP 1176798. Lot Y DP 162529. Lots 4 & 5 in DP 620435. Lots 3, 4 & 5 in DP 1132985. Lot 3261 in DP 1164074.	All of the Land is located on Springs Road, Spring Farm.

2 Summary of objects, nature and effect of the Planning Agreement

1.1 Identified needs

The offer made by the Developer as set out in the Planning Agreement is largely based on the needs identified by

Attachment 2

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

- (1) the Camden Contributions Plan 2011; and
- (2) the Camden Development Control Plan 2011.

1.2 Intent of the Planning Agreement

The intent of the Planning Agreement is to:

- (1) provide for the delivery of local infrastructure included in the Contributions Plan insofar as it relates to the Spring Farm development site;
- (2) ensure local infrastructure is delivered in a timely manner, harmonising the delivery of public assets with the delivery of subdivided lots for sale;
- (3) maximise provision efficiencies by supporting the delivery of local infrastructure by the developer at or around the same time as land is subdivided and developed;
- (4) minimise the potential exposure to Council of infrastructure cost overruns involving Contributions Plan infrastructure situated on the Spring Farm development site; and
- (5) remove the need for piecemeal and incremental calculation of Section 94 Contributions with every affected development application involving the Spring Farm development site.

1.3 Summary of Development Contributions

- (1) The Planning Agreement requires the Developers to provide Monetary Contributions, Works and the dedication of land. A summary of those Development Contributions is set out below:
 - (a) Construction and dedication of water quality and sediment control facilities.
 - (b) Construction and dedication of drainage facilities.
 - (c) Construction and dedication of roads and road infrastructure.
 - (d) Embellishment and dedication of riparian corridors.
 - (e) Construction and dedication of Passive Open Space and associated facilities.
 - (f) Construction and dedication of a dog park.
 - (g) Construction and dedication of Children's Playground, Amphitheatre and Viewing Platform.
 - (h) A monetary Contribution of \$418 for each Final Lot developed (subject to indexation).
- (2) Schedule 1 of the Planning Agreement contains specific details of the Development Contributions required to be provided in accordance with it, as well as the timing as to when those Development Contributions need to be provided.

3 Assessment of the merits of the Planning Agreement

3.1 The planning purposes served by the Planning Agreement

In accordance with section 93F(2) of the EPA Act, the Planning Agreement promotes the following public purpose:

Cornish Spring Farm Planning Agreement
Camden Council
Cornish Group No. One Pty Limited
Cornish Group Spring Farm Pty Limited
Cornish Group No. Three Pty Limited

- (1) the provision of public amenities and public services; and
- (2) the monitoring of the planning impacts of development of the Land.

3.2 How the Planning Agreement promotes the public interest

In accordance with the objects in s5(a)(i), (ii), (iv) and (c) of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) the proper management, development and conservation of land;
- (2) the promotion and co-ordination of the orderly and economic use and development of land;
- (3) the Council will be relieved of the project risk associated with the provision of local infrastructure on the Spring Farm development site;
- (4) reduction in the resources required by Council to calculate and administer development contributions associated with the development; and
- (5) the Planning Agreement will not preclude the public being provided with the opportunity for involvement and participation in development assessment. The public have been provided the opportunity to be involved with the development assessment and are invited to make comment on the Planning Agreement, particularly with regard to the public interest.

3.3 How the Planning Agreement promotes the elements of Council's charter

The Planning Agreement promotes a number of elements of Council's Charter under section 8 of the *Local Government Act 1993* (NSW), as follows:

- (1) the exhibition of the Planning Agreement facilitates the involvement of members of the public, while council staff were involved in the development of the Planning Agreement;
- (2) the infrastructure to be provided via this Planning Agreement reflects the objectives of the Camden Contributions Plan 2011;
- (3) the Planning Agreement includes provisions placing asset maintenance obligations on the developer for a period after the works are complete, in addition to appropriate handover and defects liability provisions;
- (4) the Planning Agreement includes creation of spaces and places for public interaction;
- (5) this explanatory note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities; and
- (6) the Planning Agreement makes it clear that Council has a statutory role as consent authority for development and that the Planning Agreement is not intended to unlawfully influence the exercise of its regulatory functions, ensuring that Council will act consistently and without bias, particularly where an activity of the Council is affected.

3.4 Whether the agreement, amendment or revocation conforms with the planning authority's capital works program (if any)

All capital works are as a consequence of the development and are to be provided by the developer in-kind. As such, the Planning Agreement conforms with Councils' capital works program.

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Cornish Spring Farm Planning Agreement

Camden Council

Cornish Group No. One Pty Limited

Cornish Group Spring Farm Pty Limited

Cornish Group No. Three Pty Limited

- 3.5 Whether the agreement, amendment or revocation specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued.

The Planning Agreement specifies that certain development contributions must be completed before certain subdivision certificates or construction certificates are issued.

Attachment 2

DRAFT

REVOCAION OF APPOINTMENT TO ACT

THIS REVOCATION OF APPOINTMENT TO ACT AS AN ATTORNEY is executed on the _____ day of _____ 2014 by Camden Council of 37 John Street, Camden in the State of New South Wales ('the Council').

- 1. The Council hereby revokes the appointment of Steven Scott Kludass to act as an attorney on Council's behalf under its Power of Attorney dated 2 September 2013 (Minute Number ORD215/13).
- 2. This Revocation of Appointment to Act as an Attorney operates immediately.

Whereupon the Common Seal of **CAMDEN**)
COUNCIL was hereunto affixed by the authority)
of the Council in accordance with a resolution)
passed at the ordinary meeting of the Council)
held on the _____ day of _____ 2014 (ORD /14).)

.....
Mayor
Date:

.....
General Manager
Date:

ORD08

Attachment 1



Camden Council

Quarterly Budget Review Statement

For the period ending 30 September 2014

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Camden Council
Income & Expenses Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Income & Expenses Review

	Original Budget 2014/15	Approved Changes		Revised Budget 2014/15	Variations for this Sep Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRs				
Operating Income							
Actively Managing Camden's Growth	10,995,900	-	-	10,995,900	1,146,100	1	12,142,000
Healthy Urban and Natural Environment	38,214,000	511,516	36,612	38,762,128	83,961	2	38,846,089
A Prosperous Economy	8,900	-	-	8,900	-		8,900
Effective and Sustainable Transport	10,191,100	-	415,500	10,606,600	153,727	3	10,760,327
An Enriched and Connected Community	7,399,700	20,000	213,636	7,633,336	33,098	4	7,666,434
Strong Local Leadership	43,648,600	21,111	-	43,669,711	312,063	5	43,981,774
	110,458,200	552,627	665,748	111,676,575	1,728,949		113,405,524
Operating Expenses							
Actively Managing Camden's Growth	8,780,400	195,886	-	8,976,286	(313,040)	6	8,663,246
Healthy Urban and Natural Environment	21,834,000	870,595	36,612	22,741,207	(118,190)	7	22,623,017
A Prosperous Economy	624,100	53,549	-	677,649	(5,356)		672,293
Effective and Sustainable Transport	15,990,900	93,779	-	16,084,679	(90,124)	8	15,994,555
An Enriched and Connected Community	11,480,700	59,022	-	11,539,722	94,802	9	11,634,524
Strong Local Leadership	17,782,100	491,044	-	18,273,144	408,642	10	18,681,786
	76,492,200	1,763,875	36,612	78,292,687	(23,266)		78,269,421
Net Operating Surplus / (Deficit)	33,966,000	(1,211,248)	629,136	33,383,888	1,752,215		35,136,103
Add:							
Non Cash Funded Depreciation	16,041,700	-	-	16,041,700	-		16,041,700
Funds from the Sale of Assets	206,200	327,500	-	533,700	-		533,700
Loan Borrowings	2,250,000	-	-	2,250,000	-		2,250,000
Transfer from Restricted Assets	27,476,400	15,376,979	120,500	42,973,879	888,557		43,862,436
	45,974,300	15,704,479	120,500	61,799,279	888,557		62,687,836
Less:							
Capital Purchases & Acquisitions	61,247,700	14,493,231	749,636	76,490,567	816,458		77,307,025
Borrowing Expense (Principal)	5,547,700	-	-	5,547,700	(24,238)		5,523,462
Transfer to Restricted Assets	13,144,900	-	-	13,144,900	539,769		13,684,669
Proposed - Transfer to Restricted Assets	-	-	-	-	1,308,783		1,308,783
	79,940,300	14,493,231	749,636	95,183,167	2,640,772		97,823,939
Net Budget Position Surplus / (Deficit)	-	-	-	-	-		-

Camden Council
Income & Expenses Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	1,146,100	<p>Actively Managing Camden's Growth - Increase in Income</p> <p>This adjustment relates to an increase in income as a result of; additional development income due to ongoing housing development (\$754K), an increase in Section 94 investment income through a higher than expected investment balance (\$353K) and the continuation of rezoning studies funded by the Department of Planning (\$75K). Income projections relating to swimming pools inspections have decreased due to the deferment of the necessary legislation from the NSW State Government (\$38K). A range of minor adjustments were also required as part of this review (\$2K).</p>
2	83,961	<p>Healthy Urban and Natural Environment - Increase in Income</p> <p>A range of income adjustments were required at this review including an increase in domestic waste income due to ongoing housing development (\$90K), additional grant funding under the Better Waste and Recycling Program (\$167K) and the floodplain management scheme program (\$17K) and an increase in income from foodshop inspections (\$25K). There has been a decrease in projected revenues due to the removal of the RMS State mowing contract from Council parks mowing program (\$217K). A range of minor adjustments were also required as part of this review (\$2K).</p>
3	153,727	<p>Effective and Sustainable Transport - Increase in Income</p> <p>This adjustment relates to an increase in the level of funding approved as part of the 2014-2019 Roads to Recovery Program (\$113K) which will be used to fund road renewal and upgrade works and an increase in restorations income which will be used to finalise restoration works along Richardson Road, Narellan (\$32K). Other minor adjustments were also required at this review (\$9K).</p>
4	33,098	<p>An Enriched and Connected Community - Increase in Income</p> <p>This adjustment relates primarily to the increase in projected revenues from the hire of community facilities, in particular the recently re-developed Narellan Community Centre (\$15K). A number of minor adjustments have also been required which have increased revenue forecasts (\$18K).</p>
5	312,063	<p>Strong Local Leadership - Increase in Income</p> <p>Adjustments to income relate to an increase in general fund interest on investments due to the length and value of term deposits (\$201K), additional investment income on voluntary planning agreement restricted funds (\$56K), additional investment income for the Department of Planning interest free loan (\$31K), payments from the Federal Government under the PPL Scheme (\$59K) and leave entitlements transfers for new employees from other Councils (\$57K). An adjustment was also required to the financial assistance grant entitlements for 2014/15 (\$90K). Other minor adjustments were also required at this review (\$2K).</p>
6	(313,040)	<p>Actively Managing Camden's Growth - Decrease in Expense</p> <p>This decrease relates primarily to a reduction in staffing expenditure due to staff vacancies (\$254K) and staffing adjustments relating to the employment of new staff at lower than expected rates of pay, a lower than expected award increase and a decrease in staff related overhead costs such as workers compensation (\$190K). There is also a decrease in projected costs relating to swimming pool inspections due to the deferment of the necessary legislation from the NSW State Government (\$35K). There has been an increase in expenditure for the continuation of rezoning studies on behalf of the Department of Planning (\$75K), an increase in legal expenditure relating to development matters (\$34K) and payments made to employees upon resignation and retirement (\$57K) which has been funded from the ELE Reserve.</p>

Camden Council
Income & Expenses Budget Review Statement

Quarterly Budget Review Statement
 for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
7	(118,190)	<p>Healthy Urban and Natural Environment - Decrease in Expense</p> <p>This decrease relates primarily to a reduction in staffing expenditure due to staff vacancies (\$91K) and staffing adjustments relating to the employment of new staff at lower than expected rates of pay, a lower than expected award increase and a decrease in staff related overhead costs such as workers compensation (\$38K). There is also a decrease in expenditure due to the removal of the RMS State mowing contract from Council parks mowing program (\$166K). There has been an increase in expenditure for the program costs relating to the Better Waste and Recycling Program (\$153K) and the annual contribution for the Macarthur Centre for Sustainable Living (\$30K). A number of minor adjustments have also been required which have decreased expenditure forecasts (\$6K).</p>
8	(90,124)	<p>Effective and Sustainable Transport - Decrease in Expense</p> <p>This decrease relates primarily to a reduction in staffing expenditure due to staff vacancies (\$62K) and staffing adjustments relating to the employment of new staff at lower than expected rates of pay, a lower than expected award increase and a decrease in staff related overhead costs such as workers compensation (\$84K). There has been an increase in expenditure due to the transfer of footpath and kerb renewal funding to operational maintenance (\$30K) and payments made to employees upon resignation and retirement (\$33K) which has been funded from the ELE Reserve. A range of minor expenditure adjustments were also required at this review (\$7K).</p>
9	94,802	<p>An Enriched and Connected Community - Increase in Expense</p> <p>This adjustment relates primarily to an increase in expenditure for the Mount Annan Leisure Centre based on the agreed budget position with the facility operator for 2014/15 (\$29K), funding which has been allocated towards the construction of a COWA at the Camden Town Farm (\$24K) and payments made to employees upon resignation and/or retirement (\$70K) which has been funded from the ELE Reserve. There has also been a reduction in staffing expenditure due to staff vacancies (\$35K). A range of minor expenditure adjustments were also required at this review (\$7K).</p>
10	408,642	<p>Strong Local Leadership - Increase in Expense</p> <p>Major budget variations for the first quarter of the 2014/15 financial year include; a decrease in insurance premiums due to Council accepting new insurance terms from Westpool (\$312K), a reduction in Council's vacancy provision target as a result of vacant positions (\$665K), a reduction in staffing expenditure due to staff vacancies (\$224K) and staffing adjustments relating to the employment of new staff at lower than expected rates of pay, a lower than expected award increase and a decrease in staff related overhead costs such as workers compensation (\$70K). Savings have been realised due to a reduction in the level of contribution required for MACROC (\$45K) and savings in Council's external audit fees allocation (\$15K). There has been an increase in expenditure due to payments under the Paid Parental Leave Scheme (\$58K), planning costs associated with the Oran Park civic precinct (\$100K), funds allocated towards the organisational improvement plan (\$100K), indirect expenditure associated with Oran Park administration building (\$50K) and payments made to employees upon resignation and retirement (\$101K) which has been funded from the ELE Reserve.</p>

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Attachment 1

Camden Council
Capital Budget Review StatementQuarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014

Capital Expenditure Review

	Original Budget 2014/15	Approved Changes		Revised Budget 2014/15	Variations for this Sep Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRs				
Capital Expenditure							
New Assets (Council Delivery)							
Transport & Road Infrastructure	1,632,200	5,905,099	-	7,537,299	-	-	7,537,299
Community Facilities	2,239,400	580,304	-	2,819,704	-	-	2,819,704
Parks & Recreation	976,300	390,794	213,636	1,580,730	170,000	1	1,750,730
Stormwater & Drainage	4,226,300	2,300,000	-	6,526,300	75,000	2	6,601,300
Council Properties	4,801,100	2,084,678	-	6,885,778	450	-	6,886,228
Plant & Equipment	1,835,000	1,076,000	-	2,911,000	200,000	3	3,111,000
Other	1,100,400	45,400	-	1,145,800	-	-	1,145,800
New Assets (Works In Kind)							
Transport & Road Infrastructure	9,199,000	-	-	9,199,000	-	-	9,199,000
Recreation & Community Facilities	13,009,000	-	-	13,009,000	-	-	13,009,000
Stormwater & Drainage	15,811,000	-	-	15,811,000	-	-	15,811,000
Asset Renewal (Replacement)							
Transport & Road Infrastructure	4,113,000	988,535	536,000	5,637,535	281,827	4	5,919,362
Community Facilities	34,500	37,141	-	71,641	-	-	71,641
Parks & Recreation	523,200	5,400	-	528,600	-	-	528,600
Stormwater & Drainage	72,900	10,000	-	82,900	-	-	82,900
Council Properties	269,000	77,180	-	346,180	93,300	5	439,480
Plant & Equipment	766,000	915,500	-	1,681,500	-	-	1,681,500
Information Technology Upgrades	639,400	37,200	-	676,600	(4,119)	-	672,481
Other	-	40,000	-	40,000	-	-	40,000
Total Capital Expenditure	61,247,700	14,493,231	749,636	76,490,567	816,458		77,307,025
Capital Funding							
Rates & Other Untied Funding	5,298,000	-	-	5,298,000	166,602	-	5,464,602
Capital Grants & Contributions	409,100	21,111	624,318	1,054,529	112,719	-	1,167,248
Reserves:							
External Restrictions	10,186,600	9,764,015	-	19,950,615	370,450	-	20,321,065
Internal Restrictions	5,928,800	4,369,605	120,500	10,418,905	134,579	-	10,553,484
S94 Works in Kind Income (Non Cash)	38,019,000	-	-	38,019,000	-	-	38,019,000
New Loans	1,200,000	-	-	1,200,000	-	-	1,200,000
Receipts from Sale of Assets							
Plant & Equipment	206,200	327,500	-	533,700	-	-	533,700
Land & Buildings	-	-	-	-	-	-	-
Other Funding	-	11,000	4,818	15,818	32,108	-	47,926
Total Capital Funding	61,247,700	14,493,231	749,636	76,490,567	816,458		77,307,025
Net Capital Funding	-	-	-	-	-		-

Camden Council
Capital Budget Review Statement

Quarterly Budget Review Statement
 for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	170,000	Parks & Recreation (New Assets) - Increase in Expense This increase primarily relates to the forward funding of design works from 2015/16 for the design of the Elderslie Park, adjacent to Elizabeth Kernohan Drive (\$200K). Savings have been realised in the completion of the Hilder Reserve lighting upgrade (\$30K) when compared to original budget projections. These savings will be returned to the Section 94 Developer Contributions Reserve.
2	75,000	Stormwater & Drainage (New Assets) - Increase in Expense Council has previously allocated \$300K to the construction of a new GPT for Lake Annan. Following detailed design, an additional \$75K is requested for the construction of the GPT. Funds are to be allocated from the Stormwater Management Reserve.
3	200,000	Plant & Equipment (New Assets) - Increase in Expense Council was advised of its participation in the NSW State Government's Better Waste & Recycling Grant Funding Program in March 2014. This program will be used to purchase a dedicated illegal dumping response vehicle to respond to dumping incidents throughout the Camden LGA (\$200K).
4	281,827	Transport & Road Infrastructure (Asset Renewal) - Increase in Expense A range of adjustments have led to this increase including; additional funding approved as part of the 2014-2019 Roads to Recovery Program (\$113K), additional funds requested to commence design works for the 2015/16 road reconstruction program (\$42K), the urgent renewal of Fairwater Drive Bridge (\$125K) and the completion or restoration works along Richardson Road, Narellan (\$32K). An adjustment was also required at this review to redirect funding for Footpath and Kerb Renewal to maintenance operations (\$30K).
5	93,300	Council Properties (Asset Renewal) - Increase in Expense A number of office alterations have been required to provide office accommodation for the additional 24 staff approved as part of the 2014/15 Budget and the staff relocations required as part of the organisation restructure (\$90K). These modifications were largely completed during the first quarter of 2014/15. Other minor adjustments were also required as part of this review (\$3K).

ORD08

Attachment 1

Camden Council
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Projected Year End Cash Position ending 30 June 2015

Cash & Investments Review

	Original Budget	Approved Changes		Revised Budget	Variations for this Sep Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRS				
Externally Restricted							
Section 94 Developer Contributions	18,350,400	-	2,991,531	21,341,931	168,212	1	21,510,143
Infrastructure Loan (Lodges Road)	31,608	-	59,301	90,909	31,274	2	122,183
Domestic Waste Management	3,118,400	-	57,591	3,175,991	102,420	3	3,278,411
Specific Purpose Grants	-	-	183,202	183,202	(183,202)	4	-
Stormwater Management Levy	-	-	86,848	86,848	868	-	87,716
Other Restricted Contributions	50,600	-	161,277	211,877	-	-	211,877
Total Externally Restricted	21,551,008	-	3,539,750	25,090,758	119,572		25,210,330
Internally Restricted							
Employee Leave Entitlements	2,426,445	-	(310,673)	2,115,772	(225,091)	5	1,890,681
Expenditure Revotes	-	-	-	-	-	-	-
Stormwater Works (General Fund)	97,800	-	213,974	311,774	(75,000)	6	236,774
Capital Works Reserve*	1,250,800	-	407,442	1,658,242	-	-	1,658,242
Central Administration Building	601,000	-	1,825,328	2,426,328	-	-	2,426,328
Camden Town Centre Improvements	994,500	-	-	994,500	-	-	994,500
Asset Renewal Reserve	472,388	-	1,000,000	1,472,388	-	-	1,472,388
Technology Improvements Reserve	100,000	-	400,000	500,000	(10,000)	-	490,000
Infrastructure Loan - Repayment Fund	-	-	-	-	-	-	-
Water Savings Action Plan	65,697	-	-	65,697	-	-	65,697
Cemetery Improvements	138,988	-	28,474	167,462	(3,800)	-	163,662
Section 355 Management Committees	280,948	-	88,597	369,545	-	-	369,545
Camden Carparking	120,578	-	-	120,578	-	-	120,578
Risk Management	242,599	-	-	242,599	-	-	242,599
Working Funds Surplus	153,500	-	112,000	265,500	(100,000)	7	165,500
Plant Replacement Reserve	920,300	-	422,868	1,343,168	-	-	1,343,168
Technology Support Reserve	150,277	-	(127,994)	22,283	-	-	22,283
Commercial Waste Management	1,173,303	-	9,813	1,183,116	220	-	1,183,336
Council Elections	147,600	-	-	147,600	-	-	147,600
2014-2019 CIRP Reserve	2,439,300	-	53,221	2,492,521	(68,079)	8	2,424,442
Family Day Care Reserve	10,600	-	65,408	76,008	13,390	-	89,398
Public Appeals Reserve	35,974	-	-	35,974	-	-	35,974
Engineering Deposits	170,835	-	7,151	177,986	-	-	177,986
Total Internally Restricted	11,993,432	-	4,195,609	16,189,041	(468,360)		15,720,681
Unrestricted (i.e. available after the above Restrictions)	4,203,560	-	-	4,203,560	1,308,783		5,512,343
Total Cash & Investments	37,748,000	-	7,735,359	45,483,359	959,995		46,443,354

* The uncommitted balance of the Capital Works Reserve is \$1,385,557

Cash & Investments Statement

Investments have been invested in accordance with Council's Investment Policy.

The Cash at Bank amount for this period has been reconciled to Council's physical Bank Statements. The date of completion of this bank reconciliation is 30/09/2014.

Camden Council
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	168,212	<p>Section 94 Developer Contributions - Net Increase in Transfer to Reserve</p> <p>The balance of Council's Section 94 reserves has increased as a result of additional interest on investments (\$408K), savings in the completion of the Hilder Reserve lighting upgrade (\$30K) and savings from the staff vacancies (\$30K). This increase has been offset by a range of adjustments including: additional funds which have been requested for the forward funding of design works from 2015/16 for the design of the Elderslie Park, adjacent to Elizabeth Kernohan Drive (\$200K) and preliminary design and investigation costs for the Oran Park Library and Leisure Centre (\$100K).</p>
2	31,274	<p>Infrastructure Loan (Lodges Rd) - Increase in Transfer to Reserve</p> <p>This reserve balance has increased due to additional investment income (\$31K) which under the funding conditions of the interest free loan, must be restricted for the purpose of the project.</p>
3	102,420	<p>Domestic Waste Management - Net Increase in Transfer to Reserve</p> <p>The balance of Council's waste management reserve has increased due to an increase in operational income. Operational income is above budget expectations due to ongoing housing development in new release areas (\$90K). A range of other minor operational adjustments were also made at this review (\$12K).</p>
4	(183,202)	<p>Specific Purpose Grants - Increase in Transfer from Reserve</p> <p>Council was advised of its participation in the NSW State Government's Better Waste & Recycling Grant Funding Program in March 2014. This transfer is required to allocate the budget towards the first year initiatives of the program (\$186K). Other minor adjustments have also been recognised at this review (\$3K).</p>
5	(225,091)	<p>Employee Leave Entitlements - Net Increase in Transfer from Reserve</p> <p>Payments made to employees on resignation or retirement are funded from Council's ELE Reserve. Payments funded from the ELE Reserve during the first quarter of 2014/15 total \$282K. Leave entitlements are also transferable between Council's. Transfers to other Council's are funded from the Reserve, and payments received are restricted to the Reserve. The net effect of these transfers is \$57K.</p>
6	(75,000)	<p>Stormwater Works (General Fund) - Increase in Transfer from Reserve</p> <p>Council has previously allocated \$300K to the construction of a new GPT for Lake Annan. Following detailed design, an additional \$75K is requested for the construction of the GPT. Funds are to be allocated from the Stormwater Management Reserve.</p>
7	(100,000)	<p>Working Funds Reserve - Increase in Transfer from Reserve</p> <p>Council adopted the 2013/14 Year End Budget Result in October 2014. In adopting the report, Council allocated \$100K to the organisational improvement plan. This required a transfer to the Working Funds Reserve in 2013/14, with the funding being made available in 2014/15 to assist Council with the implementation of the plan.</p>
8	(68,079)	<p>Community Infrastructure Renewal Program - Net Increase in Transfer from Reserve</p> <p>Council was advised as part of the 2013/14 Year End Budget Result that the savings from the Community Infrastructure Renewal Program (\$60K) was required for emergency bridge replacement works at Fairwater Drive Harrington Park. Other minor adjustments were also required as part of this review (\$8K).</p>

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Attachment 1

Camden Council
Contracts Budget Review Statement

Quarterly Budget Review Statement
 for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Contracts Budget Review (Greater than \$50,000)

Contractor	Contract detail & purpose	Contract Value	Start Date	Budgeted (Y/N)
TJ & RF Fordham	Elderslie Trunk Drainage Construction	1,336,654	Aug-14	Y
Turf Drain Australia Pty Ltd	Harrington Reserve Sportsfield Drainage Improvements	161,729	Oct-14	Y
Turf Drain Australia Pty Ltd	Liquidamber Reserve Sportsfield Improvements	125,508	Oct-14	Y
Sportz Lighting	Hilder Reserve Floodlighting	125,508	Oct-14	Y
M Collins	Sportsfield Topdressing	98,460	Sep-14	Y

Notes:

1. Contracts listed are those entered into through a tender process during the quarter being reported and exclude contractors on Council's Preferred Supplier list.
2. Contracts for employment are not included in this list.

Camden Council
Consultancy & Legal Expenses Budget Review Statement

Quarterly Budget Review Statement
 for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014
Consultancy & Legal Expenses Overview

Expense	YTD Expense	Budgeted (Y/N)
Consultancies	156,903	Y
Legal Fees	111,755	Y

Definition of a consultant:

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

Comments

Council has engaged specialist consultants to assist in the consultation and planning of the Camden Town Centre Review, implementation of a Work Health & Safety framework and the planning and design of the new central administration building. Council has also required specialist consultancy and legal advice on a number of governance, development and compliance matters. Costs associated with these matters have been included in the expenditure totals above.

Camden Council
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014

(\$000's)	Current Projection		Original Budget 14/15	Actuals	
	Amounts	Indicator		Prior Periods	
	14/15	14/15		13/14	12/13
1. Operating Performance					
Operating Revenue (excl. Capital) - Operating Expenses	(8,304,963)	-11.87%	-13.08%	-19.20%	-10.94%
Operating Revenue (excl. Capital Grants & Contributions)	69,964,458				

What is Being Measured?

Council's ability to contain operating expenditure within operating revenue.



2. Own Source Operating Revenue

Operating Revenue (excl. all Grants & Contributions)	63,416,577	55.92%	55.91%	50.74%	45.24%
Total Operating Revenue	113,405,524				

What is Being Measured?

This ratio measures the degree of reliance on external funding sources such as operating grants and contributions.



3. Unrestricted Current Ratio

Current Assets less all External Restrictions	25,284	1.97	1.67	4.92	2.87
Current Liabilities less Specific Purpose Liabilities	12,816				

What is Being Measured?

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



Camden Council
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014

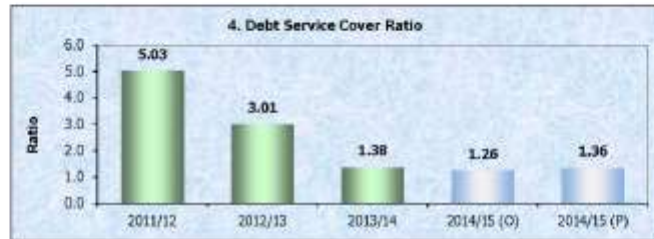
(\$000's)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	14/15	14/15	14/15	13/14	12/13

4. Debt Service Cover Ratio

Operating Result before EBITDA	8,360,193				
Principal Repayments + Interest Costs	6,146,918	1.36	1.26	1.38	3.01

What is Being Measured?

The availability of operating cash to service debt including interest and principal repayments.



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

Rates, Annual and Extra Charges Outstanding	2,065,500				
Rates, Annual and Extra Charges Collectible	47,354,800	4.36	4.22	4.16	6.10

What is Being Measured?

To assess the impact of uncollected rate and charges on Council's Liquidity.



6. Cash Expense Cover Ratio

Current Year's Cash & Cash Equivalents (incl. Term Deposits)	46,443,354				
Operating & Financing Activities Cash Flow Payments	62,138,496	8.97	7.28	13.67	10.36

What is Being Measured?

This ratio indicates the number of months Council can continue to pay for its immediate expenses without additional cash inflow.



Camden Council
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement
for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014

(\$000's)	Current Projection		Original Budget 14/15	Actuals Prior Periods	
	Amounts 14/15	Indicator 14/15		13/14	12/13
7. Building and Infrastructure Renewals Ratio					
Asset Renewals (Building & Infrastructure)	7,041,983	63.96%	46.86%	24.38%	31.69%
Depreciation, Amortisation & Impairment	11,010,600				

What is Being Measured?

The rate at which assets are being renewed relative to the rate at which they are depreciating.



8. Infrastructure Backlog Ratio

Estimated Cost to Bring Assets to a Satisfactory Standard	14,925,800	0.017	0.018	0.019	0.017
Total Value of Infrastructure, Building & Other Assets	857,406,144				

What is Being Measured?

This ratio shows what proportion the backlog is compared the total value of Council's infrastructure



9. Asset Maintenance Ratio

Actual Asset Maintenance	3,955,985	0.80	0.80	0.78	0.93
Required Asset Maintenance	4,944,885				

What is Being Measured?

Compares the actual spend on asset maintenance vs what is required to be spent on asset maintenance.



Camden Council
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement
 for the period 01/07/14 to 30/09/14

Budget review for the quarter ended 30 September 2014

(\$000's)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	14/15	14/15	14/15	13/14	12/13
10. Capital Expenditure Ratio					
Annual Capital Expenditure	77,307,025				
Annual Depreciation	16,041,700	4.82	3.82	2.70	4.36

What is Being Measured?

To assess what extent Council is expanding its asset base through capital expenditure on both new assets and replacement / renewal of existing assets.



Camden Council
Annual Code of Conduct Report

Quarterly Budget Review Statement

Camden Council's Code of Conduct provides a framework for minimum standards of conduct by all council officials, and is in line with the Office of Local Government's Model Code of Conduct. The current Code of Conduct incorporates provisions relating to complaint handling procedures and reporting requirements of the General Manager.

According to Part 22 of Council's Code of Conduct, Council is to provide the Office of Local Government and arrange for a report to be presented to the Council within 3 months of the end of September of each year setting out the following statistics:

- (a) the total number of code of conduct complaints made about Councillors and the General Manager under the code of conduct in the year to September;
- (b) the number of code of conduct complaints referred to a conduct reviewer;
- (c) the number of code of conduct complaints finalised by a conduct reviewer at the preliminary assessment stage and the outcome of those complaints;
- (d) the number of code of conduct complaints investigated by a conduct reviewer;
- (e) the number of code of conduct complaints investigated by a conduct review committee;
- (f) without identifying particular matters, the outcome of code of conduct complaints investigated by a conduct reviewer or conduct review committee under these procedures;
- (g) the number of matters reviewed by the Office of Local Government and, without identifying particular matters, the outcome of the reviews; and
- (h) the total cost of dealing with code of conduct complaints made about Councillors and the General Manager in the year to September, including staff costs.

This information is set out in the table below:

No of Councillor/GM complaints	No of complaints referred to conduct reviewer	No of complaints finalised by conduct reviewer at preliminary stage and the outcome	No of complaints investigated by conduct reviewer
Nil	Nil	Nil	Nil

No of complaints investigated by conduct review committee	Outcome of complaints investigated by conduct reviewer or review committee	No of matters reviewed by the OLG and the outcome	Total cost of dealing with Councillor/GM complaints to September
Nil	NA	Nil	\$1,818.18 plus GST for period 01/09/2013 to 31/08/2014 as finalisation of invoice relating to a complaint from the previous year.

Summary of Budget Review Variations Greater Than \$15,000

September Review of the 2014/15 Budget

Change In Vote			Description	Comments
Expense \$	Income \$	Totals \$		
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures				
1) Proposed Budget Variations				
Proposed variations to the 2014/15 Budget based on income received and expenditure payments to date are as follows:				
34,400	754,000	719,600	Development - Fees & Charges Income	Development income has exceeded budget expectations for the first quarter of 2014/15. Council has received a number of Development Applications of high value this quarter which reflects the high development activity in the release areas of Spring Farm, Elderslie, Oran Park and Gregory Hills. The level of income received from development activity is primarily dependent on the receipt of applications from developers, and as such is somewhat difficult to project given the unprecedented growth Council is experiencing. Legal costs incurred as a result of Development Applications have been offset against this additional income.
(311,840)	-	311,840	Risk Management - Insurance Policy Renewals	Savings in insurance premiums primarily relate to a reduction in Council's public liability and motor vehicle insurance premiums when compared to the adopted budget. The savings were a result of Council moving to Westpool and United Independent Pools in May 2014.
(246,674)	-	246,674	Corporate Salaries - Salary Adjustments	A number of adjustments to salary estimates have been required as a result of staff turn-over, where positions have been filled by new staff at an introductory level. A range of other adjustments as a result of Council's performance management system, together with the Local Government Award Rate increase being lower than expected has also contributed to the savings against the original budget. While Council makes every attempt to replace staff as soon as possible given there is in most cases a need for prospective employees to provide periods of notice this can result in a delay.
-	201,900	201,900	Corporate Management - General Fund Interest on Investments	The first quarter performance of Council's investment portfolio has exceeded budget expectations. The primary reason for this is Council's investment portfolio is being maintained at a higher level than originally budgeted. Council's weighted return on investments for September 2014 was 3.95%, which is significantly higher than the industry average of 2.66%.
(160,300)	-	160,300	Risk Management - Workers Compensation Insurance	Council's premium has decreased over the past year due to a number of external and Council specific performance factors including a proactive approach to claims management. The original budget estimate calculated an average of premiums paid over the past few years at 4.21% of total salary costs. This estimate has been reduced to 3.50% as part of this review, reducing the expected premium for 2014/15.
93,300	-	(93,300)	Council Building & Furniture Expenditure	A number of office alterations have been required to provide office accommodation for the additional 24 staff approved as part of the 2014/15 budget and the staff relocation required as part of the organisation restructure.
-	(89,962)	(89,962)	Corporate Management - Financial Assistance Grant	As part of adopting the Federal Budget, the indexation on the Financial Assistance Grant will cease for the next 3 years. The impact on Council's 2014/15 budget is \$89,962 with an expected budget shortfall in 2015/16 of \$162,000. The cumulative impact of this indexation change on Council's 10 year LTFP is estimated at \$2,700,000 as the base from which the indexation is calculated will now be less than first anticipated. Further details on the 2014/15 Financial Assistance Grant allocation is provided in the report.
(166,400)	(216,500)	(50,100)	Parks & Gardens - RMS Roadside Mowing	Council was advised as part of the 2013/14 year-end report that the RMS will no longer use Council to mow State owned road verges as this contract has been tendered out to the private sector. The original budget included an estimated surplus margin of \$50,100 from this activity. A further report will be presented to Council assessing any impact on the current service standard.
50,000	-	(50,000)	Central Administration Building - Operational Costs	The purpose of the central administration building reserve is to fund the design and construction of the building only. Council is expected to incur costs not directly related to the design and construction of the building of approximately \$50,000 this year.
(47,982)	-	47,982	Corporate Management - Loan Repayments	As part of the March 2014 budget review, Council reduced its reliance on loan borrowings in 2013/14 from \$1.35 million to \$1 million. This has resulted in savings to the budget in interest and principal repayments of \$47,982 for 2014/15 and a total of \$470,000 over the life of the LTFP.

ORD08

Attachment 2

ORD08

Attachment 2

Summary of Budget Review Variations Greater Than \$15,000
September Review of the 2014/15 Budget

Expense \$	Change In Vote		Totals \$	Description	Comments
	Income \$				
<p>Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures</p>					
(45,036)	-		45,036	Councillors Program - MACROC Contribution	A review of annual operating expenditure was undertaken by the member Councils of MACROC in 2013. This review has resulted in the removal of economic development costs, reducing contributions paid by all member Councils. This budget adjustment reduces the expected contribution for 2014/15 to similar levels paid in 2013/14. Council will contribute \$78,664 to MACROC in 2014/15.
42,000	-		(42,000)	Infrastructure Planning - 2015/16 Road Reconstruction	Council adopted a road reconstruction program of \$1.9 million in 2015/16. An amount of \$42,000 is required to be brought forward from next year's construction budget so that geotechnical design can commence. As this is now being funded in the 2014/15 budget it will be returned as savings in the 2015/16 budget.
30,000	-		(30,000)	Sustainability - Macarthur Centre for Sustainable Living Contribution	Council has supported the Macarthur Centre for Sustainable Living (MCSL) since 2010. This has previously been funded through the Waste and Sustainability Improvement Program (WaSIP) grant funding, of which Council received final funding under this program in 2013/14. In order to continue to provide financial assistance to the MCSL Council will need to fund this from general fund.
-	25,000		25,000	Health Services - Foodshop inspections income	Income from food shop inspections continues to exceed budget expectations. This income represents the administration and processing fee associated with Council Officers undertaking inspections under the Food Act 2003. This adjustment brings the 2014/15 budget in line with levels achieved during the 2013/14 financial year.
24,000	-		(24,000)	Corporate Management - Office Administration Expenses	As a result of the recent increase in staff numbers and staff relocations, new office equipment was required to be leased increasing office administration expenses (eg. photocopying & printing). This increase represents the expected cost for the entire financial year.
28,602	9,222		(19,380)	Mount Annan Leisure Centre - Operational Contract	Council officers recently met with the YMCA to formally endorse the operational and management budget for the Mount Annan Leisure Centre for 2014/15. While the centre is still expected to have an operational surplus for 2014/15 the surplus figure agreed upon has been reduced by \$19,380.
(15,500)	-		15,500	Corporate Management - External Audit	In March 2014 Council appointed PricewaterhouseCoopers as its external auditor for a period of 5 years. Council was advised as part of the 2013/14 year-end review that the annual fee for external services is below budget expectations and has resulted in savings over the contract period. This adjustment is required to reflect the reduction for 2014/15.
-	15,000		15,000	Council Facilities - Hall Hire Income	Income from the hiring of Council's facilities is expected to be above budget expectations in 2014/15. This increase primarily relates to the recently renovated Narellan Community Centre being fully operational for the full year.
54,035	(3,272)		(57,307)	Variations under \$15,000	
(637,395)	695,388		1,332,783	Surplus / (Deficit) - Proposed Budget Variations	
				September 2014/15 Review	
(637,395)	695,388		1,332,783	Surplus / (Deficit) - Net Impact of Variations 2014/15	
<p>* It should be noted where net increases or reductions have been shown within the main Council Report the income and expenditure column will not reconcile, as the two are separated within this attachment.</p>					

Summary of Budget Review Variations Greater Than \$15,000

September Review of the 2014/15 Budget

Change In Vote			Description	Comments
Expense \$	Income \$	Totals \$		
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures				
2) Council Approved Budget Variations				
Since adopting the 2014/15 Budget, Council has authorised the following changes to the budget:				
13,636	-	-	Equestrian Park - Men's Shed Extension	
-	8,818	-	Grant Income - IMB Community Grant	Council Resolution - 125/14 - 24/06/2014
-	4,818	-	Other Income - Contribution Income	
295,000	-	-	Road Improvements - Cut Hill / Coates Park Road	
-	295,000	-	Grant Income - RMS Black Spot Program	
161,000	-	-	Road Improvements - Raby Road	Council Resolution - 145/14 - 22/07/2014
-	80,500	-	Grant Income - RMS State Black Spot Program	
-	80,500	-	Capital Works Reserve - Transfer from Reserve	
200,000	-	-	Park Improvements - New Clubhouse Narellan Park	Council Resolution - 182/14 - 09/09/2014
-	200,000	-	Grant Income - Community Development	
35,312	-	-	Camden Wetlands Reserve Rehabilitation	Council Resolution - 184/14 - 09/09/2014
-	35,312	-	Grant Income - Public Reserves Management	
1,300	-	-	Park Improvements - Gundungurra Reserve Signage	Council Resolution - 185/14 - 09/09/2014
-	1,300	-	Grant Reserve - Transfer from Reserve	
50,000	-	-	Transport - Bicycle Crossing Richardson Road	
-	25,000	-	Grant Income - RMS Cycleways	
-	25,000	-	Capital Works Reserve - Transfer from Reserve	Council Resolution - 195/14 - 23/09/2014
30,000	-	-	Transport - Pedestrian Refuge Welling Drive	
-	15,000	-	Grant Income - RMS Pedestrian Facilities	
-	15,000	-	Capital Works Reserve - Transfer from Reserve	
24,000	-	[24,000]	Camden Town Farm Committee - CCWA	Council Resolution - 221/14 - 28/10/2014
810,248	788,248	[24,000]	Surplus / (Deficit) - Authorised Variations	
			September 2014/15 Budget Review	
810,248	788,248	[24,000]	Surplus / (Deficit) - Council Approved Variations 2014/15	
3) Contra Adjustments				
Contra adjustments that have a Nil impact on Council's Budget:				
(697,083)	-	-	Corporate Salaries & Overheads - Staff Vacancies	Savings primarily reflect vacancies within Council's staffing structure. Savings from vacant positions are used to fund Council's vacancy provision target and is also required to fund additional staffing expenditure to cover vacant positions.
32,300	-	-	Corporate Staffing - Additional Casual Staffing	
664,783	-	-	Corporate Management - Staff Vacancy Provision	
-	408,800	-	Section 94 Developer Contributions - Interest on Investments	Revenue projections for Section 94 investment income continue to be above budget expectations. This is primarily due to delays in the completion of major infrastructure works and developer cash contributions received to date. Investment income is restricted to reserve for the purpose of funding future infrastructure costs within new release areas.
408,800	-	-	Section 94 Developer Contributions - Transfer to Reserve	
200,000	-	-	Plant Purchases - Additional Plant	Council approved the participation in the Better Waste And Recycling Fund grants program in March 2014. Council has now received and allocated funding for years 1 and 2 of the 3 year program to various initiatives including purchase of a new illegal Response Dumping Vehicle, the temporary appointment of an Environmental Protection Officer, development of a smart phone waste "app", and community education programs.
152,829	-	-	Better Waste & Recycling Program Expenses	
-	166,627	-	Grant Income - Better Waste and Recycling Fund	
38,327	224,529	-	Grant Reserve - Transfer from Reserve	
285,334	-	-	Corporate Salaries - Termination Payments	This increase reflects payments made to employees on resignation, retirement and extended leave. Payments made to employees on retirement, resignation and for extended leave are funded from Council's ELE Reserve.
57,018	265,334	-	Corporate Management - ELE Reserve Funding	
-	57,018	-	Corporate Salaries - Transfers to / from Councils	
200,000	-	-	Park Improvements - Elderslie Park	Councils budget allows for the construction of the new Elderslie Park from 2014/15 to 2015/16. Design works are ongoing and construction is expected to start earlier than expected with funds required to be bought forward this year. The Hilder Reserve lighting upgrade is to be completed in November 2014. Savings achieved in the design and construction are to be returned to the Section 94 Reserve.
(30,000)	-	-	Park Improvements - Hilder Reserve Lighting Upgrade	
-	170,000	-	Section 94 Reserve - Transfer from Reserve	
125,000	-	-	Bridge Replacement - Fairwater Drive Harrington Park	Council was required to undertake emergency bridge works at Fairwater Drive Harrington Park. Savings within the Community Infrastructure Renewal Program were able to be utilised for this project.
-	59,579	-	LIRS Reserve - Transfer from Reserve	
(65,421)	-	-	Road Maintenance - General Maintenance	
112,719	-	-	Road Improvements - Roads to Recovery Program	Council has received advice from the Minister for Infrastructure and Regional Development of the Roads to Recovery Programme from 1 July 2014 to 30 June 2019. Budget adjustments are required to reflect the 2014/15 payment being above budget projections.
-	112,719	-	Grant Income - Roads to Recovery	

ORD08

Attachment 2

ORD08

Attachment 2

Summary of Budget Review Variations Greater Than \$15,000
September Review of the 2014/15 Budget

Change In Vote			Description	Comments
Expense \$	Income \$	Totals \$		
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures				
100,000	-	-	Oran Park Civic Precinct - Planning	Planning has commenced in relation to the library, leisure centre and civic park at the Oran Park Precinct. These costs are able to be funded from developer contributions.
-	100,000	-	S94 Reserve - Transfer from Reserve	
100,000	-	-	Executive Management - Organisational Improvement Plan	Council endorsed the allocation of \$100,000 towards the Organisational Improvement Plan, with funding from 2013/14 made available in 2014/15 to assist Council with the implementation of this plan.
-	100,000	-	Working Funds Reserve - Transfer from Reserve	
75,000	-	-	Drainage Improvements - Lake Annan GPT Installation	Council has received the cost estimates for the Lake Annan GPT Installation which show construction costs at approximately \$375,000. An additional \$75,000 is required to be funded from the Stormwater Reserve.
-	75,000	-	Stormwater Reserve - Transfer from Reserve	
18,830	-	-	Strategic Planning - DCP Review Urban Design Audit	Council has received a contract variation for additional work on Leppington Growth Precinct planning. This contract has been extended to 30 November 2014, with the funds allocated towards precinct planning costs.
56,170	-	-	Strategic Planning - Growth Centres Precinct Planning	
-	75,000	-	NSW Department of Planning Funding	
58,505	-	-	Corporate Salaries - Paid Parental Leave	This budget adjustment is required to reflect the payments made to employees eligible for the Paid Parental Leave Scheme from the Federal Government.
-	58,505	-	Corporate Income - Paid Parental Leave Income	
-	(17,600)	-	Fees & Charges Income - Swimming Pool Inspection	The NSW Government has put the new Swimming Pool Inspection legislation on hold until April 2015. The associated income and salaries for this program has been reduced to reflect these changes.
(17,600)	-	-	Corporate Salaries - Swimming Pool Inspections	
32,108	-	-	Road Maintenance - Richardson Road	Final restoration works along Richardson Road are expected to be completed by Council this year. These restoration works were required as a result of water main construction for the Oran Park transfer main on behalf of a public authority. These works have been fully funded by the public authority.
-	32,108	-	Road Maintenance - Capital Contribution Income	
-	31,274	-	DOP Lodges Road Loan - Investment Income	Under the funding conditions of the interest Free Loan Agreement for the upgrade of Lodges Road and Hilder Street, Council must restrict any interest income generated from the investment of the funds for the purpose of the project. This adjustment reflects interest earned on the unspent loan funds during the first quarter of 2014/15.
31,274	-	-	DOP Lodges Road Loan - Transfer to Reserve	
30,000	-	-	Park Improvements - Liquidamber Sportsfield	Council is completing several sportsfield renovations as part of the Community Infrastructure Renewal Program. The savings expected from the renovations at Harrington Park soccer fields is required for additional works at Liquidamber sportsfield.
(30,000)	-	-	Park Improvements - Harrington Park Soccer Fields	
25,701	-	-	Design & Survey - Flood Management Studies	Council has received an increase in funding for additional work on flood management studies at Narellan Creek and Upper South Creek. The additional grant funding is required to be 1/3 matched by Council, with the budget adjustment required as part of this review.
-	17,134	-	Grant Income - Flood Management Grant Income	
(8,567)	-	-	Design & Survey - Design Allocation	
1,916,027	1,916,027	-	September 2014/15 Contra Adjustments	
1,916,027	1,916,027	-	Total Contra Variations 2014/15	
4) Revotes for the 2014/15 Year to be included in the 2015/16 Budget				
Budget adjustments which have are proposed to be carried forward into the 2015/16 Budget:				
-	-	-	Total Revotes Identified for September Period	
-	-	-	Total Revotes Identified 2014/15	

Reconciliation to 'September Review of the 2014/15 Budget'

2013/14 Carried Forward Working Funds Balance	1,000,000	
2014/15 Adopted Budget Surplus	-	
Available Working Funds 01/07/14	1,000,000	
Less:		
Minimum Desired Level	(1,000,000)	
Total Funds Available	-	Total Available Working Funds as at 01/07/2014
September Review	1,332,783	Significant Budget Variations
	(24,000)	Council Approved Variations
	-	Budget Contra Variations
	-	Budget Revotes (Carry-Overs)
	1,308,783	Sub Total - September Review Variations
	1,308,783	Total Available Working Funds as at 30/09/2014

2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects & Services

As at 30 September 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ NON-REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTPP
Development Control	Workforce Planning	Development - Additional Staff Member	Y	\$54,200	Development	Y
Development Control Total				\$54,200		
Heritage Protection	Operational Increase	Heritage Week	Y	\$5,000	Strategic Planning	N
Heritage Protection	Operational Increase	Heritage Grants Scheme	Y	\$20,000	Strategic Planning	N
Heritage Protection	Operational Increase	Heritage Management Plans (council owned properties)	N	\$60,000	Strategic Planning	N
Heritage Protection	Operational Increase	Heritage Study Review	N	\$80,000	Strategic Planning	N
Heritage Protection	Operational Increase	Aboriginal Heritage Study	N	\$150,000	Strategic Planning	N
Heritage Protection	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$102,900	Strategic Planning	Y
Heritage Protection Total				\$417,900		
Urban & Rural Planning	Operational Increase	Rural Lands Review	N	\$40,000	Strategic Planning	N
Urban & Rural Planning	Operational Increase	Scenic and Cultural Landscape Study	N	\$50,000	Strategic Planning	N
Urban & Rural Planning	Workforce Planning	Capital Works - Additional Staff Member	Y	\$118,600	Capital Works	Y
Urban & Rural Planning	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$66,300	Strategic Planning	Y
Urban & Rural Planning	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$102,900	Strategic Planning	Y
Urban & Rural Planning	Operational Increase	Planning Reform Implementation	N	\$50,000	Strategic Planning	N
Urban & Rural Planning Total				\$427,800		
Waste Services	Capital Upgrades	Depot Expansion (Additional Staff Accommodation)	N	\$1,415,000	Environment & Health	N
Waste Services	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$91,600	Environment & Health	Y
Waste Services	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$63,500	Environment & Health	Y
Waste Services	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$63,500	Environment & Health	Y
Waste Services Total				\$1,633,600		
Regulating the Use of Public Areas	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$84,600	Environment & Health	Y
Regulating the Use of Public Areas	Capital Upgrades	Digital Infringement Devices	N	\$45,000	Environment & Health	N
Regulating the Use of Public Areas	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$84,600	Environment & Health	Y
Regulating the Use of Public Areas Total				\$214,200		
Public Health	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$102,800	Environment & Health	Y
Public Health Total				\$102,800		
Protection of the Natural Environment	Operational Increase	Drainage Infrastructure - Additional Maintenance Request	Y	\$115,000	Asset Management	N
Protection of the Natural Environment	Operational Increase	Fauna Management - Control of non companion feral animals	Y	\$5,000	Asset Management	N
Protection of the Natural Environment	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$102,800	Environment & Health	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$107,800	ESD	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$102,800	ESD	Y
Protection of the Natural Environment	Capital Upgrades	Camden Residential Area - Stormwater Drainage Upgrade	Y	\$100,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Camden South - Stormwater Drainage Upgrade	Y	\$100,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Mannix Avenue - Stormwater Channel Improvements (design)	N	\$50,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Matthew Reserve Drainage Improvements	N	\$30,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Wilson Crescent Drainage Improvements	N	\$15,000	ESD	N
Protection of the Natural Environment	Operational Increase	Flood Plain Committee reviews and meeting with external bodies	Y	\$2,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Byron Rd/Rickard Rd Intersection Drainage Improvements	N	\$90,000	ESD	N
Protection of the Natural Environment	Operational Increase	Manage Australian White Ibis population within the LGA	Y	\$8,000	ESD	N
Protection of the Natural Environment	Operational Increase	Narellan Creek/Nepean River Flood Risk Management Study	N	\$200,000	ESD	N
Protection of the Natural Environment	Operational Increase	ESD - Conferences/Training	Y	\$3,000	ESD	N
Protection of the Natural Environment	Operational Increase	Environmental Awareness and Education activities	Y	\$50,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park Lake 3a Spillway and Augmentation	N	\$150,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park Flood Mitigation Design	N	\$100,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park 3C Vane GPT	N	\$50,000	Capital Works	N
Protection of the Natural Environment	Capital Upgrades	Currans Hill Flood Mitigation Works	Y	\$200,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Mount Annan Flood Mitigation Works	Y	\$200,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Elderslie Flood Mitigation Works	Y	\$100,000	ESD	N
Protection of the Natural Environment	Workforce Planning	Asset Management - Additional Staff Member	Y	\$111,800	Asset Management	Y
Protection of the Natural Environment	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$91,600	ESD	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$82,600	ESD	Y
Protection of the Natural Environment	Capital Upgrades	Mannix Ave - Stormwater Channel Improvements (construction)	N	\$350,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park Flood Mitigation Construction	N	\$900,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Churchill Reserve Narellan Vale Gross Pollutant Traps	N	\$150,000	ESD	N
Protection of the Natural Environment	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Protection of the Natural Environment Total				\$3,671,100		
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Asset Management	Parks & Reserves - Asset Renewal	Y	\$29,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Reserves - Additional Maintenance Request	Y	\$178,300	Asset Management	N
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$107,300	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$58,600	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$117,200	Asset Management	Y
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$60,000	Asset Management	N

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Attachment 3

2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects & Services

As at 30 September 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ NON-REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTRP
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$66,000	Asset Management	N
Parks & Playgrounds Total				\$14,989,900		
Environmental Activities	Workforce Planning	ESD - Additional Staff Member	Y	\$87,200	ESD	Y
Environmental Activities	Workforce Planning	ESD - Additional Staff Member	Y	\$37,000	ESD	Y
Environmental Activities	Capital Upgrades	Installation of ECNs in Council buildings	N	\$180,000	Asset Management	N
Environmental Activities Total				\$304,200		
Appearance of Public Areas	Operational Increase	Street Tree Planting Program - Camden to Narellan	N	\$25,000	Asset Management	N
Appearance of Public Areas	Operational Increase	Increase in Street Sweeping budget	Y	\$55,000	Asset Management	N
Appearance of Public Areas	Workforce Planning	ESD - Additional Staff Member	Y	\$37,000	ESD	Y
Appearance of Public Areas	Operational Increase	Priority Tree Removal - Program Continuation	Y	\$80,000	ESD	N
Appearance of Public Areas	Capital Upgrades	New Toilets at Nepean Showway	N	\$110,000	Capital Works	N
Appearance of Public Areas Total				\$307,000		
Economic Development	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$102,900	Strategic Planning	Y
Economic Development Total				\$102,900		
Tourism	Capital Upgrades	Council contribution to Regional VIC	N	\$1,250,000	Employee & Customer Service	N
Tourism	Operational Increase	Council contribution to Regional VIC - recurrent operations	Y	\$375,000	Employee & Customer Service	N
Tourism Total				\$1,625,000		
Management of Significant Places	Capital Upgrades	Camden Town Centre Strategy - Primary Street Upgrades	N	\$4,481,000	Capital Works	N
Management of Significant Places	Capital Upgrades	Camden Town Centre Strategy - Footpath Widening	N	\$570,000	Capital Works	N
Management of Significant Places	Capital Upgrades	Camden Town Centre Strategy - Secondary Street Upgrades	N	\$3,930,000	Capital Works	N
Management of Significant Places Total				\$8,981,000		
Transport Options	Capital Upgrades	Old Hume Highway - footpath links to bus stops	N	\$50,000	ESD	N
Transport Options	Capital Upgrades	Cobbitty Road - Footpath construction and pedestrian refuge	N	\$60,000	ESD	N
Transport Options	Capital Upgrades	Coghill Street - footpath at primary school with culvert crossing	N	\$50,000	ESD	N
Transport Options	Capital Upgrades	Cawdor Road - Cycleway Extension	N	\$300,000	ESD	N
Transport Options	Workforce Planning	ESD - Additional Staff Member	Y	\$118,600	ESD	Y
Transport Options	Capital Upgrades	Narellan Road Bus Shelter and footpath to Welling Drive Lighting Im	N	\$50,000	ESD	N
Transport Options	Capital Upgrades	Werombi Rd (Ellis Lane to Smalls Road) - path construction	N	\$350,000	ESD	N
Transport Options	Capital Upgrades	Remembrance Drive/Elizabeth Macarthur Avenue Traffic Signals	N	\$600,000	ESD	N
Transport Options	Capital Upgrades	Camden to Narellan Cycleway Extension	N	\$200,000	ESD	N
Transport Options	Capital Upgrades	Hayter Reserve to Ron Dine Reserve - Cycleway	N	\$300,000	ESD	N
Transport Options	Workforce Planning	ESD - Additional Staff Member	Y	\$82,600	ESD	Y
Transport Options	Capital Upgrades	Pedestrian footbridge at Macquarie Grove Bridge	N	\$1,000,000	ESD	N
Transport Options Total				\$3,161,200		
Road Safety	Workforce Planning	ESD - Additional Staff Member	Y	\$118,600	ESD	Y
Road Safety	Capital Upgrades	(CARES) Facility - site selection and design	N	\$25,000	ESD	N
Road Safety	Capital Upgrades	Community and Road Education Scheme (CARES) Facility	N	\$250,000	ESD	N
Road Safety	Workforce Planning	ESD - Additional Staff Member	Y	\$82,600	ESD	Y
Road Safety Total				\$476,200		
Local Traffic Management	Workforce Planning	ESD - Additional Staff Member	Y	\$118,600	ESD	Y
Local Traffic Management	Operational Increase	Unplanned Traffic Complaints & Management Allocation	Y	\$51,500	ESD	N
Local Traffic Management	Operational Increase	Traffic Modelling - Annual Program Allocation Increase	Y	\$30,000	ESD	N
Local Traffic Management	Capital Upgrades	Graham Hill Road/Camden Valley Way right turn bays - design	N	\$50,000	ESD	N
Local Traffic Management	Capital Upgrades	Remembrance Dr/Elizabeth Mac Ave - Traffic Signals design	N	\$50,000	ESD	N
Local Traffic Management	Capital Upgrades	Town Centre Traffic Management	N	\$110,000	ESD	N
Local Traffic Management	Capital Upgrades	Chellaston Street - Single Street Light Installation	N	\$25,000	ESD	N
Local Traffic Management	Operational Increase	Council Carpark Entry signs Camden / Narellan	N	\$30,000	ESD	N
Local Traffic Management	Workforce Planning	ESD - Additional Staff Member	Y	\$82,600	ESD	Y
Local Traffic Management Total				\$547,700		
Construction & Maintenance of Infrastructure	Asset Management	Roads Infrastructure - Asset Renewal	Y	\$225,200	Asset Management	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$111,800	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Vehicle for Quick Response Team	N	\$30,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Vehicle for Quick Response Team (running costs)	Y	\$11,000	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Cobbitty Road - Stage 2	N	\$172,800	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Cowper Drive	N	\$31,900	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 O'Dea Road	N	\$13,900	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Alma Road	N	\$257,400	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Springfield Road	N	\$227,300	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Macarthur Road	N	\$345,200	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Fairwater Drive	N	\$2,600	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Lodges Road	N	\$4,700	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Kirkham Street	N	\$4,900	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Hartley Drive	N	\$5,400	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Hartley Road/Underabout	N	\$14,500	Asset Management	N

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2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects & Services

As at 30 September 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ MON- REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTSP
Construction & Maintenance of Infrastructure	Asset Management	2014/15 Road Construction Program - increase in disposal costs	N	\$880,400	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Liquidambar Drive	N	\$2,800	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Macarthur Road	N	\$3,200	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Springfield Road seg 1	N	\$19,000	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Springfield Road seg 3	N	\$13,300	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Morgan Road	N	\$1,600	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Spring Hill Circuit	N	\$3,300	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	2014/15 Road Sealing Program - increase in disposal costs	N	\$43,200	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Road Maintenance shoulder grading generated waste	Y	\$74,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Drainage maintenance - open drains cleaning rural and urban	Y	\$76,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	2 x Variable Message Sign (VMS)	N	\$50,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Camden Bypass Wall Repairs - Wattle Green PI Section	N	\$55,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murray Street Camden - Kerb Blister and Access Ramp	N	\$20,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Roads Infrastructure - Additional Maintenance Request	Y	\$206,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Illegally Dumped Roadside Rubbish Removal	Y	\$70,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Design of road improvements to Dunn Road	N	\$250,000	Capital Works	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Reconstruction of Turner Rd (Camden Valley Way to Dunn Rd)	N	\$1,000,000	Capital Works	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Reconstruction of Turner Road to Dunn Road and creek	N	\$1,305,000	Capital Works	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Cobbitty Road and Cut Hill Road	N	\$200,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	14 additional car parking bays Harrington Park Public School	N	\$30,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murray Street - pedestrian crossing upgrade	N	\$60,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$125,400	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Kirkham Park Entry Improvements	N	\$20,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Graham Hill Rd/CVV/Richardson Rd right turn bays construction	N	\$1,000,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murray/Broughton Street Roundabout construction	N	\$300,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	O'Dea / Morgan Roads Traffic Facility	N	\$15,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Cashmere Dr, Southdown Rd, Meriso Dr Traffic Island	N	\$200,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Roundabout Bowman/Elizabeth Mac Ave	N	\$100,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Traffic Signals Argyle/John St	N	\$550,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Harrington Green Reserve Formal Carparking	N	\$600,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Old Hume Highway/Menangle Road Roundabout construction	N	\$250,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murrumbidgee Ave/Macquarie Ave Roundabout Construction	N	\$100,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$102,800	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$87,200	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Old Hume Highway/Ironbark Avenue Roundabout	N	\$600,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Roundabout Coolah/Ulmarra Avenues	N	\$100,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$66,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Roundabout at Mitchell/Elizabeth St	N	\$300,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$118,600	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$66,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$102,800	Asset Management	Y
Construction & Maint. of Infrastructure Total				\$18,059,800		
Recreation Services & Facilities	Operational Increase	Community Facility external landscaping appearance	N	\$80,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Corporate Facilities booking systems	N	\$60,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Walking Track Strategy and Cycleway Strategy review	N	\$80,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	BEP internal road improvements	N	\$45,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Repair to Timber decking Equestrian Park	N	\$10,000	Asset Management	N
Recreation Services & Facilities	Asset Management	Cycleway Harrington Park Lake - Replace portion of path	N	\$300,000	Asset Management	N

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LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ NON-REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTRP
Recreation Services & Facilities	Capital Upgrades	Wandarah Reserve field reconstruction	N	\$240,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Fairfax Oval - Sports field drainage	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Asset Management	Painting of Fairfax Reserve Amenities / Meeting Room	N	\$10,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Birriwa - Sports field Drainage system	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Belgenry - Sports field Reconstruction	N	\$325,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	LGA Sportsfields - Goal post replacements	Y	\$9,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Playground replacements - various locations	Y	\$100,000	Asset Management	N
Recreation Services & Facilities	Asset Management	MALC - Wall paneling - sauna and steam room	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - 2 pump system for each pool	N	\$80,000	Community Services	N
Recreation Services & Facilities	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,900	Community Services	Y
Recreation Services & Facilities	Operational increase	MALC - Disaster Recovery plan	N	\$40,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	BEP - Additional Funds Request Improvement Program year 1	N	\$235,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	BEP Committee Requests Year 2	N	\$252,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Camden Town Farm Infrastructure and Development	N	\$190,000	Community Services	N
Recreation Services & Facilities	Operational increase	Camden Town Farm - Annual contribution to committee	Y	\$25,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Fairfax Reserve - 4 fitness stations	N	\$62,500	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Kirkham Park - additional toilet block	N	\$164,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Onslow park - floodlight control system "illuminator"	N	\$13,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Telephone system	N	\$9,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Plant - 240L Carbon dioxide vessels - Air liquid	N	\$6,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Cool room	N	\$12,000	Community Services	N
Recreation Services & Facilities	Operational increase	Develop landscape masterplans and designs eg POM's	N	\$30,000	Community Services	N
Recreation Services & Facilities	Operational increase	Open Space Strategy	N	\$70,000	Community Services	N
Recreation Services & Facilities	Operational increase	Recreation facility promotion material	N	\$30,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Camden LGA - additional cricket wickets	N	\$70,000	Community Services	N
Recreation Services & Facilities	Operational increase	Review Existing Plan of Management of BEP	N	\$60,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Elizabeth Reserve - field fencing	N	\$50,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Fitness equipment - Kirkham & Birriwa Reserve	N	\$80,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Fairfax Reserve - seating and upgrade front of amenities garden	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Jack Nash reserve - sealing and seating in front of amenities	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Not Oval - Sports field improvement	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Elizabeth Reserve - Sports field improvements	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Lopington Oval - Sports field improvement	N	\$200,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	BEP committee Year 3 and 4 requests	N	\$400,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting upgrade - Ron Dine - Fields 3 & 4	N	\$119,900	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Kirkham PK - seal and line mark access rd to skate park area	N	\$77,600	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Onslow Park - replacement of picnic shelter tables	N	\$50,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Narellan Park - complete sealing of access road and carpark	N	\$151,600	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Plant room - 25m foot valve	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - 25m pool - driving blocks	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - Leis/Prog foot valve	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - expansion joints	N	\$30,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - wet deck gutters	N	\$25,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Program Pool - expansion joints	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Program Pool - wet deck gutters	N	\$6,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Spa plant room - Spa UV chamber	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Spa reticulation piping	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Spa plant room - Spa main switchboard	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - Offices	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - gym circuit room	N	\$24,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - creche	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - Youth drop in	N	\$7,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - Cafe/Kiosk	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Package unit - Aerobic exercises	N	\$26,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Additional field at Narellan Park to form second field	N	\$1,000,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Camden LGA - seating & shade at various sports grounds	N	\$100,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Cut Hill reserve - main entrance to improve safety	N	\$30,000	Community Services	N
Recreation Services & Facilities	Operational increase	Community facility signage x 9 venues	N	\$14,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Pool inflatable	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Gym office - stereo, amp, mic, receiver	N	\$12,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting upgrade - Cowpasture Reserve	N	\$177,100	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting upgrade - Narellan Park - Junior Field	N	\$109,700	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - 25m UV control panel	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - 25m pool water heaters	N	\$45,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - Leis/Prog UV control panel	N	\$20,000	Community Services	N

ORD08

Attachment 3

ORD08

Attachment 3

2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects & Services

As at 30 September 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ MON- REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTSP
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - Butterfly valve lever handle	N	\$6,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - Ball valves	N	\$1,800	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - Large fibreglass pool slide	N	\$15,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Window frames	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Door frames	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Bi-fold doors	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Fire hose reels	N	\$7,500	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Ron Dine fields 3 and 4 floodlights	N	\$300,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Redevelopment of Kirrkham park Netball to Tennis complex	N	\$900,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting - Cut Hill reserve	N	\$131,100	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Rossmore Reserve - drainage and vehicle barriers	N	\$16,300	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Rossmore Reserve - relocation of southern entrance road	N	\$22,700	Community Services	N
Recreation Services & Facilities Total				\$7,079,500		
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$87,200	Community Services	Y
Community & Cultural Development	Operational Increase	Cultural Development - Public Art Planning and Cultural Activity	Y	\$25,000	Community Services	N
Community & Cultural Development	Operational Increase	Community program funds for community development	Y	\$31,400	Community Services	N
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development Total				\$554,800		
Community Support Facilities & Services	Operational Increase	Removal of spoil from Camden Cemetery	N	\$120,000	Asset Management	N
Community Support Facilities & Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$157,500	Asset Management	Y
Community Support Facilities & Services	Capital Upgrades	Vehicle for Camden Cemetery maintenance team	N	\$100,000	Asset Management	N
Community Support Facilities & Services	Operational Increase	Narellan Community Hall - lockers	N	\$5,000	Asset Management	N
Community Support Facilities & Services	Asset Management	Harrington Park Community Hall - remove & re-lay pavers	N	\$10,000	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Security Screens to windows at Jumbuna	N	\$7,500	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Community Facilities - Guards for downpipes to reduce vandalism	N	\$20,000	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Roof Safety for Community Buildings	N	\$100,000	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Narellan Community Hall - provision of shade area	N	\$12,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Timber flooring at Catherine Fields Community Hall	N	\$50,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Jack Nash Reserve - improvements to Amenities Building	N	\$35,000	Capital Works	N
Community Support Facilities & Services	Workforce Planning	Community Services - Additional Staff Member	Y	\$69,000	Community Services	Y
Community Support Facilities & Services	Workforce Planning	Community Services - Additional Staff Member	Y	\$26,300	Community Services	Y
Community Support Facilities & Services	Capital Upgrades	Community Facilities - Audio Visual Equipment	N	\$50,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Civic Centre - install sound bafflers	N	\$20,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Civic Centre - Sound, lighting technology	N	\$22,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre - Digital Cash Register for Automatic Bar Stocktake	N	\$8,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Refurbishment of Civic Centre toilets	N	\$157,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre Upgrade - investigation & Concept Designs	N	\$33,500	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre - Major Refurbishments	N	\$750,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre Generator	N	\$68,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Town Farm - construction of Miss Davies Walk	N	\$30,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Town Farm - Restore old Chinese gardens irrigation storage walls	N	\$18,600	Community Services	N
Community Support Facilities & Services	Operational Increase	Cultural Development - civic centre events	Y	\$32,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Civic Centre - Concierge	Y	\$5,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Public Art - Community Project	N	\$20,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Cemetery works	Y	\$2,370,000	ESD	N
Community Support Facilities & Services	Operational Increase	Civic Centre - External Signage	N	\$5,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Civic Centre - Promotional Billboard	N	\$5,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Leppington Progress Association - Annual Subsidy Increase	Y	\$800	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Harrington Reserve - Second storey Clubroom	N	\$350,000	Capital Works	N
Community Support Facilities & Services	Workforce Planning	Community Services - Additional Staff Member	Y	\$73,600	Community Services	Y
Community Support Facilities & Services Total				\$4,928,700		
Community Safety	Workforce Planning	Community Services - Additional Staff Member	Y	\$93,700	Community Services	Y
Community Safety Total				\$93,700		
Community Events	Operational Increase	Local Government Week	Y	\$2,000	Employee & Customer Service	N
Community Events	Operational Increase	Events Officer - Motor Vehicle	Y	\$15,000	Employee & Customer Service	N
Community Events Total				\$17,000		
Library Services	Operational Increase	Narellan Library Community Rooms - Reception Desk Security Impro	N	\$5,000	Asset Management	N
Library Services	Operational Increase	Narellan Library Community Rooms - Glass Security Doors	N	\$4,000	Asset Management	N
Library Services	Operational Increase	Sunday Operation Camden Library Service - 4 Hours	Y	\$46,500	Community Services	N
Library Services	Capital Upgrades	Narellan Library Plaza - Large Shade Tree	N	\$22,700	Community Services	N
Library Services	Operational Increase	Libraries - Seniors Program	Y	\$2,000	Community Services	N

2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects & Services

As at 30 September 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ NON-REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTRP
Library Services Total				\$80,200		
Stewardship of Community Resources	Operational Increase	Corporate Planning Program Costs	Y	\$4,000	Strategic Planning	N
Stewardship of Community Resources	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$82,900	Corporate Services	Y
Stewardship of Community Resources	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$125,400	Corporate Services	Y
Stewardship of Community Resources	Workforce Planning	Executive Management - Additional Staff Member	Y	\$118,600	General Manager	Y
Stewardship of Community Resources Total				\$350,900		
Community Engagement	Operational Increase	Community Engagement Program Costs (annual)	Y	\$10,000	Strategic Planning	N
Community Engagement Total				\$10,000		
Community Information	Operational Increase	Additional Events Advertising	Y	\$5,000	Employee & Customer Service	N
Community Information	Operational Increase	Social Media Advertising	Y	\$5,000	Employee & Customer Service	N
Community Information	Operational Increase	Bi-monthly publication of Let's Connect	Y	\$8,400	Employee & Customer Service	N
Community Information	Operational Increase	Public Relations Officer - Motor Vehicle	Y	\$15,000	Employee & Customer Service	N
Community Information	Capital Upgrades	Call Centre Technology Improvements (New Admin Bldg)	N	\$485,000	Employee & Customer Service	N
Community Information Total				\$518,400		
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$69,000	Asset Management	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$69,000	Asset Management	Y
Corporate Support Services	Capital Upgrades	Works Depot - Extension from 1 bay to 2 bays, & lift in elevation	N	\$130,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Workshop extended at rear	N	\$140,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Workshop extended at the front	N	\$150,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Driveway for a second entry	N	\$30,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Handrail	N	\$25,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Spill and Runoff study	N	\$20,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - AC Works	N	\$15,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Provision of amenities	N	\$60,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Vehicle parking - seal existing parking areas	N	\$30,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Vehicle parking - tree removal	N	\$30,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Staff Parking Extension	N	\$25,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Buildings - Works Depot Security Upgrade	N	\$13,000	Asset Management	N
Corporate Support Services	Operational Increase	Buildings - Asbestos Management plan	N	\$28,000	Asset Management	N
Corporate Support Services	Operational Increase	Buildings - New Maintenance Request - Cut Hill Reserve Amenities	Y	\$3,000	Asset Management	N
Corporate Support Services	Operational Increase	Buildings - Additional Cleaning Hours	Y	\$17,000	Asset Management	N
Corporate Support Services	Asset Management	Buildings - Additional Maintenance Request	Y	\$6,600	Asset Management	N
Corporate Support Services	Capital Upgrades	Rainwater Tanks for Council Buildings	N	\$32,000	Asset Management	N
Corporate Support Services	Asset Management	Buildings - Asset Renewal	Y	\$55,800	Asset Management	N
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$90,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$71,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$37,000	Corporate Services	Y
Corporate Support Services	Operational Increase	Employee Relations - Increase in Branch Specific Training	Y	\$70,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Employee Relations - Recruitment Advertising Costs	Y	\$40,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	E Learning Induction Program	Y	\$40,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Careers Expos and Trade Shows	Y	\$10,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Risk Management Program Costs	Y	\$10,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Electronic Performance Management System	Y	\$25,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Risk Management Action Plan	Y	\$30,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Scanning Design plans	N	\$50,000	ESD	N
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$87,200	Corporate Services	Y
Corporate Support Services	Operational Increase	Property Insurance Asset Valuation	Y	\$37,600	Employee & Customer Service	N
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$87,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$37,000	Asset Management	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,300	Asset Management	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$91,600	Corporate Services	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$66,300	Corporate Services	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$125,400	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$96,300	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$87,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$73,600	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$37,000	Asset Management	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$82,600	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$96,300	Employee & Customer Service	Y
Corporate Support Services Total				\$2,528,900		
Grand Total				\$71,203,500		

ORD09

Attachment 1



ON TIME PAYMENT POLICY





ON TIME PAYMENT POLICY

DIVISION: CUSTOMER & CORPORATE SERVICES

BRANCH: FINANCE & CORPORATE PLANNING

PART 1 - INTRODUCTION

1. OBJECTIVE

- 1.1 To conform to Council's commitment to pay invoices for eligible small business suppliers within 30 days of receipt as part of the small business friendly Councils initiative.

2. SCOPE

- 2.1 This policy applies to small business suppliers registered with Council.

PART 2 - POLICY STATEMENT

3. POLICY STATEMENT

- 3.1 The on-time payment policy applies to invoices received on or after the date of adoption by Council;
- 3.2 In adopting this policy, Council is committed to the following:
- Council must pay small business suppliers for the provision of goods and services, not later than 30 days from the date of receipt of a correctly rendered invoice, unless an existing contract or standing offer (i.e. pre the date of adoption by council) provides for an alternate time period.
 - Shorter or longer payment terms are permitted for new or amended contracts entered into on or after the date of adoption by Council. However, payment terms longer than 30 days are permitted only where the nature of the goods and services or the structure of the purchase make it impractical to require payment within 30 days.
 - Where payment is not made within the specified time period, simple interest must be paid automatically unless an existing contract (i.e. pre the date of adoption by Council) specifies otherwise. Interest amounts will only be paid where the calculated interest exceeds A\$20.
 - Simple interest on the unpaid amount must be calculated from the day after payment was due up to and including the day that payment is made.
 - The interest rate is determined under section 22 of the *Taxation Administration Act 1996*, unless a higher interest rate is payable under the contract in respect of the default in payment. The appropriate interest rate



is available from the NSW Office of State Revenue website at <http://www.osr.nsw.gov.au/taxes/other/taa/rates/>.

- 3.3 Council must provide potential suppliers with the opportunity to identify themselves as a small business on invoicing (i.e. suppliers will be able to self-assess themselves as a 'small business', in accordance with this policy, at the date of invoicing). An example form that will be available on the website is attached as Appendix C.
- 3.4 Council will also require small businesses to register with Council using the application form available on its website.
- 3.5 For suppliers that are deemed to not be small businesses, Council will continue to endeavour to ensure payments are made within 30 days of receipt of a correctly rendered invoice.

4. DEFINITIONS

For the purposes of this policy:

Correctly rendered invoice is an invoice which:

- a. is rendered in accordance with all of the requirements of the approved purchase order and, where applicable, the written contract
- b. is for amounts correctly calculated
- c. is for work properly performed (i.e. goods received in good order and / or service satisfactorily carried out)
- d. where applicable is a valid tax invoice

Day that payment is made is the day that funds are transferred into the banking system for payment to the supplier. Note that under this policy, small businesses will only be eligible under the condition that they accept electronic funds transfer as the method of payment for a correctly rendered invoice. This policy is not applicable for payments made via cheque.

Goods and services are as defined in the *Public Sector Employment and Management (Goods and Services) Regulation 2010*. In general terms, goods and services exclude construction contracts and property and accommodation contracts.

Small businesses are Australian or New Zealand-based firms that have an annual turnover of under \$2 million in the latest financial year.

Standing offer is an agreement for the provision or disposal of goods or services over a certain period on the order of any customer for whom the agreement has been arranged.



5. REPORTING REQUIREMENTS

5.1 *Quarterly reporting to Council and the general public*

Council is required to provide quarterly reports specifically with respect to small business suppliers about their payment performance. These reports will be provided as part of the Quarterly Budget Review Statements (QBRs) and will also be published on Council's website.

5.2 *Annual report requirements*

Council will include reporting regarding the ongoing compliance with this policy in its Annual Report.

6. ACCOUNTS LIAISON OFFICER

6.1 Council will nominate the holder of a position within staff to be the accounts liaison officer for Council. The person nominated for this position is the Senior Financial Accountant;

6.2 A purchase order issued by Council must include:

- a statement that if payment is not made within the time determined in accordance with this Policy, the supplier should contact the accounts liaison officer for Council, and
- the telephone number of the liaison officer, and
- a statement that, if payment is not made within the specified time period, Council:
 - i. *Must*, pay the supplier penalty interest of an amount or rate as published on the Office of State Revenue's website (i.e. for small business suppliers), where interest calculated exceeds A\$20.
- Any penalty interest payment must be met from within Council's approved budget.

To assist Council apply and implement this new policy, Appendix A provides answers to a number of frequently asked questions. The reporting template format to be used is attached at Appendix B.



ORD09

Attachment 1

* * *

RELEVANT LEGISLATION:	N/A
RELATED POLICIES AND PROCEDURES:	Purchasing and Procurement Policy
CONTACT OFFICER:	Manager Finance and Corporate Planning
DELEGATIONS:	N
STAFF TRAINING:	N
TYPE OF POLICY:	Report to Council
NEXT REVIEW DATE:	November 2015
HISTORY:	N/A
PREVIOUS POLICY	
ADOPTED:	
MINUTE:	

Appendix A



Frequently asked questions on on-time payment policy for small businesses

Frequently asked questions are provided to assist with the implementation of this policy.

1. What is covered by the payment of accounts policy for small business? When is the start date?

Council is required to pay small businesses within 30 days of receipt of a correctly rendered invoice, for invoices received on or after the date of adoption of this policy by Council.

The above requirements, however, do not apply where there is an existing contract or standing offer (i.e. pre date of adoption by Council) which provides for an alternative time period / interest requirements, in which case the terms of the contract apply. Where existing contracts have longer payment terms, Council will still endeavour to pay small business suppliers within 30 days.

2. How do you define a small business?

A small business is an Australian or New Zealand-based firm that has an annual turnover of under \$2 million in the latest financial year.

3. How does Council know that an invoice is from a small business under the policy?

Council must provide potential suppliers with the opportunity to identify themselves as a small business on invoicing (i.e. suppliers will be able to self-assess themselves as a 'small business', in accordance with this policy, at the date of invoicing). This will be through an application form on Council's website.

4. How does Council verify that a supplier is a small business under the policy?

Council may ask a supplier to demonstrate that it satisfies the definition of a small business under this policy; e.g. by supplying a business activity statement, the latest year's annual financial statement, letters/certificate from the firm's accountant/auditor or any other acceptable third-party endorsement. However, Council may decide to limit this verification to only circumstances where interest will be paid and in all other circumstances to accept the supplier's self-assessment, and pay within 30 days from receipt of a correctly rendered invoice.

5. How will we know whether a supplier's small business status changes?

A small business will need to self assess itself at the time of invoicing (i.e. to identify itself as a small business), which therefore will occur on a continuous basis, as goods and services are supplied. Registering as a small business is done on Council's website; an example of the form is attached as Appendix C.

6. Can payment terms be more than 30 days?

Yes, but only where the nature of the goods and services or the structure of the purchase make it impractical to require payment within 30 days.

7. Is Council to pay small businesses within 30 calendar days or 30 business days?

Payments to small businesses are to be made within 30 calendar days.



8. How is interest for late payment initiated?

Interest will be automatically paid by Council where payment has not been made within 30 days of receipt of a correctly rendered invoice, where interest exceeds A\$20. This means that Council must calculate the interest payable, which must then be certified as correct.

9. How is interest for late payments calculated?

The interest rate is determined under section 22 of the Taxation Administration Act 1996. This is available from the NSW Office of State Revenue website at: <http://www.osr.nsw.gov.au/taxes/other/taa/rates/>.

10. What is a correctly rendered invoice?

A correctly rendered invoice is an invoice which:

- a. is rendered in accordance with all of the requirements of the approved purchase order, a valid tax invoice and, where applicable, the written contract
- b. is for amounts correctly calculated
- c. is for work properly performed (i.e. goods received in good order or service satisfactorily carried out)
- d. where applicable is a valid tax invoice

11. What happens if the supplier issues an invoice but the goods or services have not been delivered or do not meet the requirements of the written contract?

In these circumstances, the invoice will not meet the definition of a 'correctly rendered invoice'. The requirement to pay invoices within 30 days and to pay interest on overdue amounts arises only when the goods and a 'correctly rendered invoice' have been received.

12. Does the payment of accounts policy apply to invoices issued under an existing (pre the date of adoption by Council) contract which specifies different payment terms and interest requirements?

No. The requirement to pay small business suppliers within 30 days of receipt of a correctly rendered invoice applies, unless an existing contract or standing offer provides otherwise. However, where existing contracts have longer payment terms, Council will still endeavour to pay small business suppliers within 30 days.

13. Is there any dispute resolution process?

Yes. Any disputes or complaints should first be raised with Council's Accounts Liaison Officer. If the issue cannot be resolved by the Accounts Liaison Officer, the small business supplier should be given the opportunity to refer the issue to the Small Business Commissioner. The Small Business Commissioner can be contacted on 1300 795 534 or via email at we.assist@smallbusiness.nsw.gov.au.

14. How will this new policy be communicated to small business suppliers?

The new policy will be promoted on Council's website as part of the small business friendly Councils initiative. In addition, information will be provided on purchase orders and in regular supplier correspondence issued by Council.

Appendix B

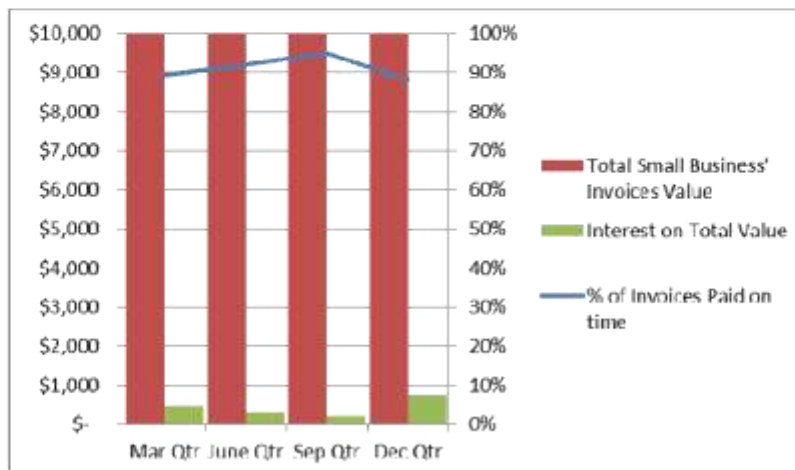


Quarterly payment performance
Council reporting template

Number of small businesses registered during quarter ending _____ 20xx

Measure	Sep 20xx	Dec 20xx	Mar 20xx	Jun 20xx
Invoices due for payment (#)				
Invoices due for payment received from small businesses (#)				
Invoices from small businesses paid on time (#)				
Amount due for payment (\$)				
Amount due for payment to small businesses (\$)				
Amount due to small businesses paid on time (\$)				
Number of payments to small businesses for interest on overdue accounts (#)				
Interest paid to small businesses on late accounts (\$)				

On-Time Payment Policy Performance



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Attachment 1

Appendix C



Small Business Registration Form

Note: this form is to be completed on Council's Website

Business Name:

ABN:

Trading Name:

Street Address:

Suburb:

Postcode:

Contact Name:

Contact Phone:

Fax:

Email:

Electronic Funds Transfer Details

Account Name:

BSB:

Account Number:

Small Business Eligibility

Is your Annual Turnover less than \$2 Million per year? Yes No

By ticking this box I agree that all information supplied in this form is true and accurate at the time of completing this form. Date: / /

Please note that providing account details is a requirement for registering as a small business.

A list of the suppliers registered with Camden Council as a small business will be disclosed internally at Council. Only Council officers are intended to have access to this information.

All details provided on this form will remain confidential to Camden Council.



Monthly Report

Camden Council

October 2014

ORD10

Attachment 1

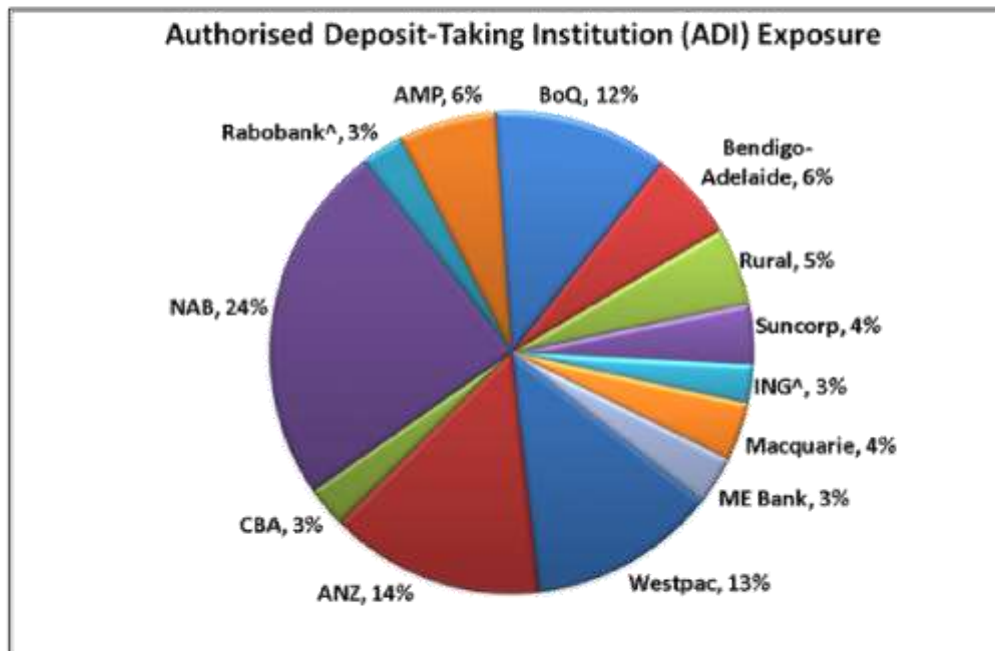
Investment Exposure

Council is reaching capacity limits with, NAB, Rabobank, ING and BoQ. Council will continue to diversify the investment portfolio across the higher rated ADIs (A1 or higher).

ADI	Exposure \$M	Rating	Policy Limit	Actual	Capacity
Westpac	\$9.70M	A1+	25%	13%	\$9.68M
ANZ	\$11.00M	A1+	25%	14%	\$8.38M
CBA	\$2.12M	A1+	25%	3%	\$17.26M
NAB	\$19.00M	A1+	25%	24%	\$0.78M
Rabobank [^]	\$2.20M	A1+	5%	3%	\$1.68M
AMP	\$5.00M	A1	15%	6%	\$6.63M
BoQ	\$9.00M	A1	15%	12%	\$2.63M
Bendigo-Adelaide	\$4.50M	A1	15%	6%	\$7.13M
Rural	\$4.00M	A1	15%	5%	\$7.63M
Suncorp	\$3.50M	A1	15%	4%	\$8.53M
ING [^]	\$2.00M	A1	5%	3%	\$1.88M
Macquarie	\$3.00M	A1	15%	4%	\$8.63M
ME Bank	\$2.50M	A2	10%	3%	\$5.25M
Total	\$77.52M			100%	

[^]Foreign subsidiary banks are limited to 5% of the total investment portfolio as per Council's investment policy.

Apart from investments with the regional ADIs, the investment portfolio is predominately directed to the higher rated entities led by NAB and ANZ.



Credit Quality

A1+ (the domestic majors) and A1 (the high rated regionals) rated ADIs are the largest share of Council's investments.



Term to Maturity

The portfolio remains highly liquid with 1% of investments at-call and a further 24% of assets maturing within 3 months. There is still substantial capacity to invest in terms greater than 1 year. In consultation with its investment advisors, Council has strategically diversified its investments across various maturities up to 5 years.



2014-15 Budget

Current Budget Rate	3.50%
Source of Funds Invested	
Section 94 Developer Contributions	\$35,450,200
Restricted Grant Income	\$453,800
Externally Restricted Reserves	\$9,062,800
Internally Restricted Reserves	\$26,216,900
General Fund	\$6,336,300
Total Funds Invested	\$77,520,000

Council's investment portfolio has decreased by \$1.92 million since the September reporting period. The decrease primarily relates to payments for capital works and operational expenses. Council's annual financial reports have now been completed and were presented to Council on 28 October 2014

INTEREST RECEIVED DURING 2014/15 FINANCIAL YEAR				
	October	Cumulative	Projected Interest	Original Budget
General Fund	\$88,374	\$428,748	\$1,101,100	\$899,200
Restricted	\$145,259	\$580,980	\$1,306,000	\$871,900
Total	\$233,633	\$1,009,728	\$2,407,100	\$1,771,100

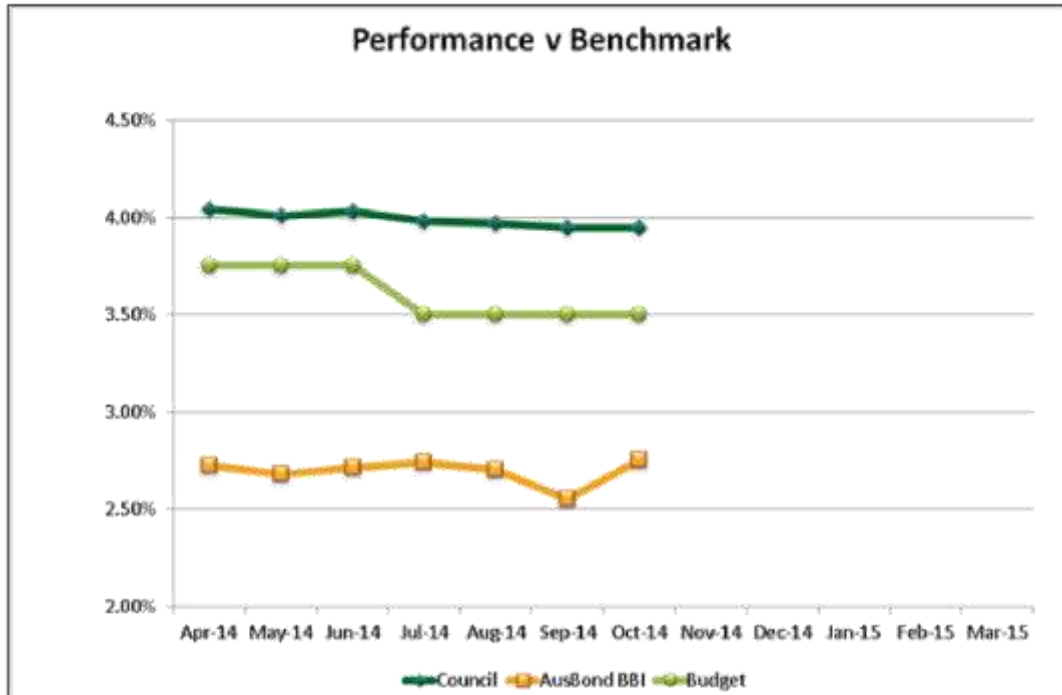
*The Original Budget is reviewed on a quarterly basis as part of the Budget Process

Interest Summary

The portfolio's interest summary as at 31 October 2014 is as follows:

NUMBER OF INVESTMENTS	62
AVERAGE DAYS TO MATURITY	444
AVERAGE PERCENTAGE	3.95% p. a.
WEIGHTED PORTFOLIO RETURN	3.95% p. a.
CBA CALL ACCOUNT *	2.70% p. a.
HIGHEST RATE	5.10% p. a.
LOWEST RATE	3.45% p. a.
BUDGET RATE	3.50% p. a.
AVERAGE BBSW (30 Day)	2.64% p. a.
AVERAGE BBSW (90 Day)	2.72% p. a.
AVERAGE BBSW (180 Day)	2.75% p. a.
AUSBOND BANK BILL INDEX	2.76% p. a.

*Note: CBA call account is not included in the investment performance calculations



Outperformance over the benchmark AusBond Bank Bill Index (previously called the UBS Bank Bill Index) continues to be attributed to the longer-dated deposits in the portfolio (particularly early investments placed above 4.5%). Recent deposits invested above 4% will also contribute to outperformance and Council’s budgeted income over the current financial year. As existing deposits mature, performance will generally fall as deposits will be reinvested at much lower prevailing rates.

With the adoption of a longer term strategy, the FY15 budget return of 3.50% should be achieved in the absence of any unexpected interest rate cuts by the Reserve Bank of Australia (RBA).

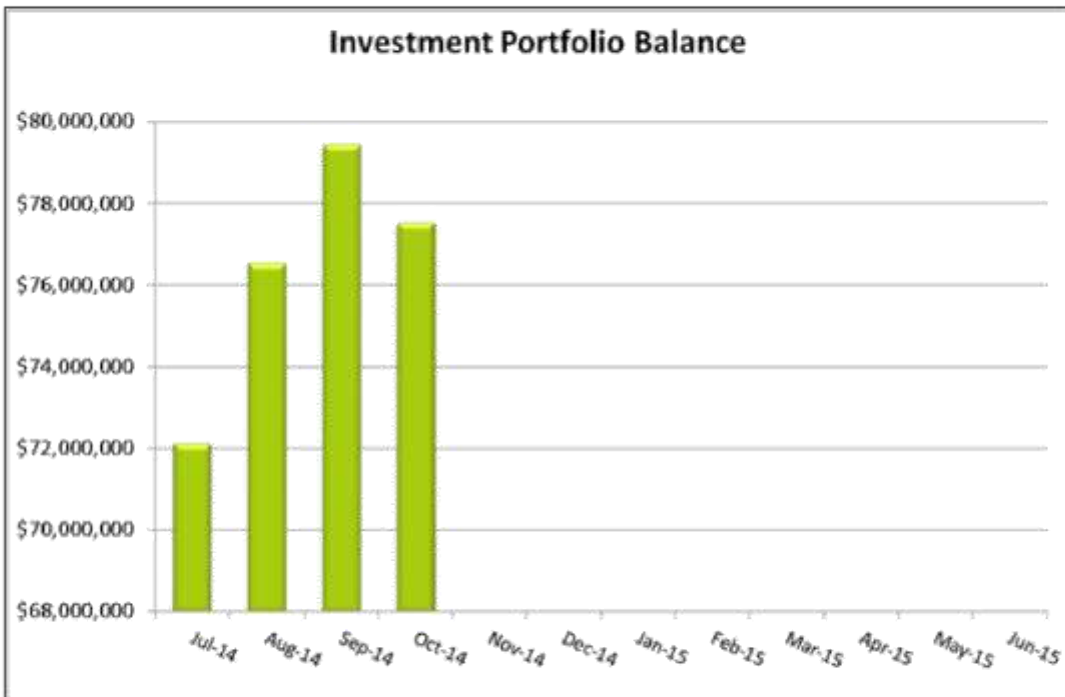
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Attachment 1

Appendix A – List of Investments

Camden Council Investment Portfolio as at 31. October 2014							
Institution	Type	Amount	Interest Rate	Date Invested	Maturity Date	Original Term of Investment (days)	Interest Accrued as at 31/10/2014
NAB	TD	\$500,000.00	4.50%	7/02/2013	5/02/2015	728	\$16,458.90
Westpac	TD	\$700,000.00	4.35%	1/05/2013	7/05/2015	736	\$15,350.14
Westpac	TD	\$2,000,000.00	4.35%	6/05/2013	14/05/2015	738	\$42,665.75
Westpac	TD	\$500,000.00	4.35%	17/05/2013	21/05/2015	734	\$10,010.96
Westpac	TD	\$500,000.00	4.55%	17/05/2013	19/05/2016	1090	\$10,471.23
BOQ	TD	\$2,500,000.00	5.05%	4/11/2013	1/11/2018	1823	\$125,212.39
BOQ	TD	\$1,500,000.00	4.50%	7/11/2013	2/11/2016	1091	\$66,390.41
AMP	TD	\$1,000,000.00	3.80%	13/11/2013	19/11/2014	365	\$36,750.68
BOQ	TD	\$1,000,000.00	5.10%	25/11/2013	22/11/2018	1823	\$47,646.98
ING Bank	TD	\$1,000,000.00	4.85%	28/11/2013	29/11/2017	1456	\$68,875.07
BOQ	TD	\$1,000,000.00	4.85%	28/11/2013	29/11/2017	1456	\$44,912.93
AMP	TD	\$2,000,000.00	3.80%	28/11/2013	28/11/2014	365	\$70,378.08
BOQ	TD	\$1,000,000.00	4.50%	28/11/2013	24/11/2016	1092	\$41,671.23
ME Bank	TD	\$1,000,000.00	3.90%	2/12/2013	20/11/2014	353	\$35,687.67
CSA	TD	\$1,000,000.00	4.00%	2/12/2013	2/12/2015	730	\$36,692.74
AMP	TD	\$1,000,000.00	3.80%	5/12/2013	4/12/2014	364	\$34,460.27
ME Bank	TD	\$1,500,000.00	3.90%	12/12/2013	18/12/2014	371	\$51,928.77
AMP Bank	TD	\$1,000,000.00	3.80%	12/12/2013	11/12/2014	364	\$33,731.51
Macquarie Bank	TD	\$1,000,000.00	3.90%	19/12/2013	19/12/2014	365	\$33,871.23
Westpac	TD	\$1,000,000.00	3.61%	19/12/2013	19/12/2014	365	\$31,352.60
Macquarie Bank	TD	\$1,000,000.00	4.15%	20/01/2014	20/01/2016	730	\$32,404.11
BOQ	TD	\$1,000,000.00	4.60%	27/02/2014	22/02/2018	1456	\$31,467.12
Rabobank	TD	\$1,000,000.00	5.00%	28/02/2014	28/02/2019	1826	\$33,698.63
Rabobank	TD	\$1,200,000.00	5.00%	3/03/2014	6/03/2019	1829	\$39,945.21
Westpac	TD	\$1,000,000.00	3.54%	14/03/2014	5/11/2014	178	\$16,584.66
Westpac	TD	\$1,500,000.00	4.55%	15/05/2014	15/05/2019	1826	\$31,787.67
Westpac	TD	\$1,500,000.00	4.55%	21/05/2014	22/05/2019	1827	\$30,665.75
Rural Bank	TD	\$1,000,000.00	3.70%	21/05/2014	26/11/2014	189	\$16,624.66
Bendigo Adelaide Bank	TD	\$1,500,000.00	4.05%	22/05/2014	24/05/2017	1098	\$27,129.45
Bendigo Adelaide Bank	TD	\$1,000,000.00	4.05%	27/05/2014	31/05/2017	1180	\$17,531.51
Rural Bank	TD	\$1,500,000.00	3.61%	29/05/2014	14/01/2015	230	\$23,143.56
Bendigo Adelaide Bank	TD	\$2,000,000.00	4.05%	30/05/2014	31/05/2017	1097	\$34,397.26
Suncorp Metway	TD	\$1,500,000.00	3.61%	3/06/2014	16/12/2014	196	\$22,401.78
Rural Bank	TD	\$1,500,000.00	3.75%	5/06/2014	21/01/2015	230	\$22,962.93
NAB	TD	\$2,000,000.00	4.00%	5/06/2014	7/06/2017	1098	\$32,657.53
NAB	TD	\$1,500,000.00	3.61%	12/06/2014	28/01/2015	230	\$21,066.98
NAB	TD	\$1,000,000.00	3.61%	3/07/2014	7/01/2015	188	\$11,967.40
NAB	TD	\$1,500,000.00	3.62%	3/07/2014	4/02/2015	216	\$18,000.82
NAB	TD	\$1,500,000.00	3.62%	3/07/2014	11/02/2015	223	\$18,000.82
ING Bank	TD	\$1,000,000.00	3.53%	10/07/2014	18/02/2015	223	\$11,025.21
NAB	TD	\$1,000,000.00	3.61%	23/07/2014	25/02/2015	217	\$9,989.32
NAB	TD	\$1,000,000.00	3.61%	24/07/2014	4/03/2015	223	\$9,890.41

Camden Council Investment Portfolio as at 31 October 2014							
Institution	Type	Amount	Interest Rate	Date Invested	Maturity Date	Original Term of Investment (days)	Interest Accrued as at 31/10/2014
ANZ	TD	\$1,000,000.00	3.60%	31/07/2014	11/03/2015	229	\$9,172.60
ANZ	TD	\$1,000,000.00	3.60%	31/07/2014	18/03/2015	230	\$9,172.60
Macquarie Bank	TD	\$1,000,000.00	4.00%	31/07/2014	31/07/2017	1096	\$10,191.78
BOQ	TD	\$1,000,000.00	4.15%	5/08/2014	1/08/2018	1457	\$10,005.48
NAB	TD	\$1,000,000.00	3.62%	6/08/2014	25/03/2015	231	\$8,628.49
ANZ	TD	\$1,000,000.00	3.55%	14/08/2014	1/04/2015	230	\$7,683.56
NAB	TD	\$1,500,000.00	3.60%	20/08/2014	8/04/2015	231	\$10,800.00
ANZ	TD	\$2,000,000.00	3.55%	22/08/2014	15/04/2015	236	\$13,010.96
ANZ	TD	\$2,000,000.00	3.55%	28/08/2014	22/04/2015	237	\$12,643.84
NAB	TD	\$2,000,000.00	3.61%	1/09/2014	29/04/2015	240	\$12,066.38
ANZ	TD	\$3,000,000.00	3.64%	3/09/2014	2/05/2015	365	\$11,967.13
NAB	TD	\$1,500,000.00	3.61%	3/09/2014	6/05/2015	245	\$8,753.01
NAB	TD	\$1,800,000.00	3.56%	17/09/2014	20/05/2015	245	\$4,369.04
ANZ	TD	\$1,000,000.00	3.64%	18/09/2014	9/05/2015	364	\$5,185.75
ANZ	TD	\$1,000,000.00	3.64%	16/09/2014	16/05/2015	365	\$4,567.40
Suncorp Metway	TD	\$1,000,000.00	3.50%	1/10/2014	27/05/2015	238	\$2,972.60
NAB	TD	\$1,000,000.00	3.50%	8/10/2014	3/06/2015	238	\$2,301.37
NAB	TD	\$1,000,000.00	3.51%	22/10/2014	10/06/2015	231	\$961.64
Suncorp Metway	TD	\$1,000,000.00	3.45%	29/10/2014	17/06/2015	231	\$283.56
Westpac	TD	\$1,000,000.00	3.45%	29/10/2014	17/06/2015	231	\$283.56
#TD Investments	62	\$76,400,000.00	3.95%				\$1,487,630.93
CBA	Call Account	\$1,120,000.00	2.70%				
		\$77,520,000.00					



Appendix B – Ratings Definitions

Standard & Poor's Ratings Description

Standard & Poor's (S&P) is a professional organisation that provides analytical services. An S&P rating is an opinion of the general credit worthiness of an obligor with respect to particular debt security or other financial obligation – based on relevant risk factors.

Credit ratings are based, in varying degrees, on the following considerations:

- Likelihood of payment
- Nature and provisions of the obligation
- Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganisation or other laws affecting creditors' rights
- The issue rating definitions are expressed in terms of default risk.

S&P Short-Term Obligation Ratings are:

- **A-1:** This is the highest short-term category used by S&P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.
- **A-2:** A short-term obligation rated A-2 is somewhat more susceptible to the adverse changes in circumstances and economic conditions than obligations in higher rating categories. However the obligor's capacity to meet its financial commitment on the obligation is satisfactory.
- **A-3:** A short-term obligation rated A-3 exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

S&P Long-Term Obligations Ratings are:

- **AAA:** An obligation/obligor rated AAA has the highest rating assigned by S&P. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.
- **AA:** An obligation/obligor rated AA differs from the highest rated obligations only in small degree. The obligor's capacity to meet its financial commitment on the obligations is very strong.
- **A:** An obligation/obligor rated A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations/obligors in higher rated categories. However the obligor's capacity to meet its financial commitment on the obligation is strong.
- **BBB:** A short-term obligation rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.
- **Unrated:** Financial Institutions do not necessarily require a credit rating from the various ratings agencies such as Standard & Poor's and these institutions are classed as "Unrated". Most Credit Unions and Building societies fall into this category. These institutions nonetheless must adhere to the capital maintenance requirements of the Australian Prudential Regulatory Authority (APRA) in line with all authorised Deposit Taking Institutions (Banks, Building societies and Credit Unions).
- **Plus (+) or Minus(-):** The ratings from "AA" to "BBB" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories

Fitch and Moody's have similar classifications.

Appendix C – Recently Invested ADIs

Rural Bank

Historically, the Bank was formed as Elders Rural Bank and received its banking licence in 2000. In August 2009, Elders Rural Bank Limited changed its name to Rural Bank Limited and, in December 2010, Rural Bank became a fully-owned subsidiary of the Bendigo and Adelaide Bank Group.

In December 2010, Bendigo and Adelaide Bank announced that it would increase its shareholding in Rural Bank from 60% to 100% for \$165m, or approximately 1.2 times book value. As such, Rural Bank takes on its parent's company's long-term credit rating of A- by S&P.

Over the years, the bank's business model has expanded, but its core business has not changed. They specialise in lending to the agricultural sector in rural and regional centres across the country. Rural Bank's products and services are now available at more than 400 locations nationally.

Financial Results

As at 30 June 2014, Rural Bank's Tier 1 Capital Ratio stood at 11.70% and its Total Capital Ratio at 13.26%, well above Basel III minimum capital requirements.

At a group level, Bendigo-Adelaide Bank Ltd announced a statutory profit after tax of \$191.6 million for the 6 months ending 30 June 2014, an 6.0% decrease on the prior corresponding period. The cash earnings result is \$196.4 million for the 6 months ending 30 June 2014, a 5.7% increase on the prior corresponding period. Retail deposits stood at \$44.84 billion (up from \$42.65 billion in December 2013), an increase of 5.0%.

Rabobank Australia

With over 110 years of history, the Rabobank Group is a leading provider of financial services around the world and has a strong historical presence for the global food and agriculture industry. Headquartered in Utrecht, the Netherlands, Rabobank is a cooperative bank with over AUD\$926.4 billion in assets (€732 billion)¹, approximately 10 million clients, more than 59,000 employees, and a presence in 48 countries. Rabobank is one of the 30 largest financial institutions in the world based on Tier 1 Capital.

Rabobank established an office in Australia in 1990 and acquired the Primary Industry Bank of Australia (PIBA) operating in Australia and New Zealand in 1994. With headquarters in Sydney, Rabobank has 61 branches throughout Australia and 32 branches in New Zealand. As at December 2011, the Group employed more than 1,000 people in Australia and New Zealand, with more than half based in regional locations.

¹ As a comparison, CBA has approximately AUD\$750 billion in total assets and 45,000 employees

Financial Results

The latest Prudential Standards of Rabobank Australia Ltd as at 30 June 2014 is summarised as follows:

- Cash and liquid assets were \$500.4m from \$173.3m in Dec 2013
- Tier one capital ratio of 10.17%, well in excess of Basel III regulatory requirements