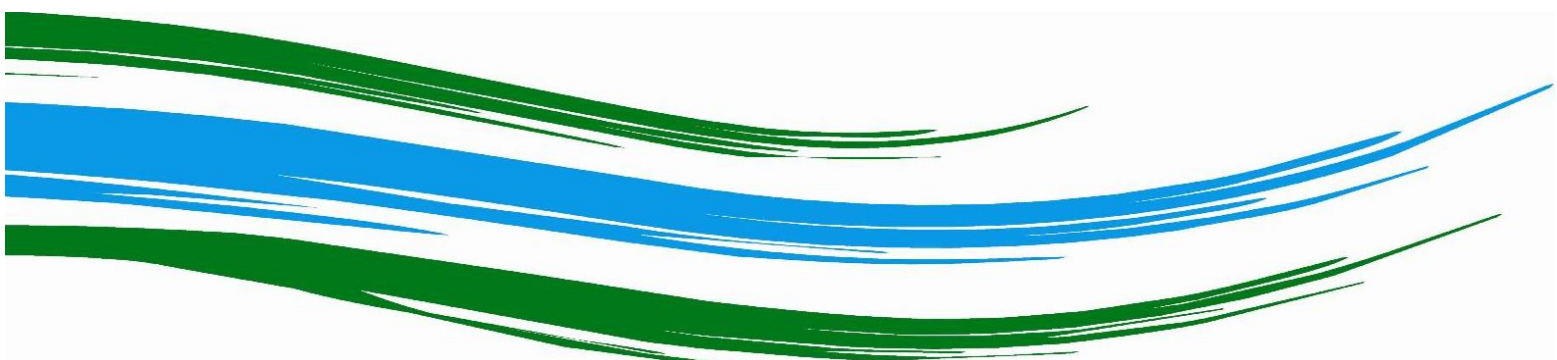


Camden Council

Attachments

Ordinary Council
8 June 2021

Camden Council
Administration Centre
70 Central Avenue
Oran Park



ORDINARY COUNCIL

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The Hon. Rob Stokes MP
Minister for Planning and Public Spaces

IRF21/584

Councillor Therese Fedeli
Mayor
Camden Council
PO Box 183
CAMDEN NSW 2570

Via email: cr.fedeli@camden.nsw.gov.au; mail@camden.nsw.gov.au

Dear Mayor

Therese,
I am pleased to advise Council I have approved Mr Stuart McDonald as Chair and Ms Pamela Soon and Mr Micheal Mantei as alternate chairs for appointment to the Camden Local Planning Panel (panel).

I have also approved a list of independent experts from which Council is to select at least two members for appointment to its panel. Details of Council's chairs and the independent expert list, along with their curricula vitae, have been provided electronically to relevant council staff.

All approved chairs and experts have successfully completed probity checks showing they are not bankrupt and do not have criminal records. Each has provided a statutory declaration that are not developers or real estate agents.

I encourage Council to select sufficient alternate expert members to ensure that panel meetings can proceed should a member be unavailable for any reason. The Department of Planning, Industry and Environment has developed a guide to assist councils through the selection and appointment process available at www.planning.nsw.gov.au/-/media/Files/DPE/Guidelines/Assess-and-Regulate/Local-Planning-Panel-Member-Selection-Guide-August-2020.pdf?la=en.

Council will need to ensure it is able to appoint its approved chairs, expert members and community representatives prior to 1 July 2021 for a term through to 29 February 2024, to ensure compliance with the six year maximum term limits of continuing members and the expiry date of my approval for appointment of chairs, alternate chairs and experts.

Please ensure that Local Planning Panels Direction – Appointment of New Members is followed and that, in their acceptance of appointment to the panel, members agree to abide by the Code of Conduct for Local Planning Panel Members.

The Code of Conduct for Local Planning Panel Members, further Local Planning Panels Directions and the Local Planning Panels Remuneration Determination can be found under the Statutory Rules tab of the Local Planning Panels at www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Local-Planning-Panels/Statutory-rules.

I would like to take this opportunity to thank you for your Council's ongoing co-operation in supporting the independence and efficient operation of its panel.

GPO Box 5341 Sydney NSW 2001 ■ P: (02) 8574 6707 ■ F: (02) 9339 5554 ■ W: nsw.gov.au/ministerstokes

ORD02

Should you have any questions, you are welcome to contact Mr Stuart Withington, Manager Planning Panels Secretariat, at the Department of Planning, Industry and Environment on 8217 2061 or stuart.withington@planning.nsw.gov.au.

Yours sincerely, 


The Hon. Rob Stokes MP
Minister for Planning and Public Spaces

Attachment 1

Local Government Remuneration Tribunal

Annual Report and
Determination

*Annual report and determination under sections
239 and 241 of the Local Government Act 1993*

**23 April
2021**

[NSW Remuneration Tribunals website](#)

Local Government Remuneration Tribunal

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Local Government Remuneration Tribunal

ORD03

Executive Summary

The *Local Government Act 1993* (the LG Act) requires the Local Government Remuneration Tribunal (the Tribunal) to report to the Minister for Local Government by 1 May each year on its determination of categories of councils and the maximum and minimum amounts of fees to be paid to mayors, councillors, and chairpersons and members of county councils.

Categories

The Tribunal found the allocation of councils into the current categories appropriate. Criteria for each category is published in Appendix 1. These categories have not changed further to the extensive review undertaken as part of the 2020 review.

Fees

The Tribunal determined a 2 per cent increase in the minimum and maximum fees applicable to each category.

Attachment 1

Local Government Remuneration Tribunal

Section 1 Introduction

1. Section 239 of the LG Act provides that the Tribunal determine the categories of councils and mayoral offices and to place each council and mayoral office into one of those categories.
2. Section 241 of the LG Act provides that the Tribunal determine the maximum and minimum amount of fees to be paid to mayors and councillors of councils, as well as chairpersons and members of county councils for each of the categories determined under section 239.
3. Section 242A (1) of the LG Act, requires the Tribunal to give effect to the same policies on increases in remuneration as those of the Industrial Relations Commission.
4. However, the Tribunal can determine that a council be placed in another existing or a new category with a higher range of fees without breaching the Government's wage policy as per section 242A (3) of the LG Act.
5. The Tribunal's determinations take effect from 1 July in each year.

Section 2 2020 Determination

6. Section 239 of the LG Act requires the Tribunal to determine the categories of councils and mayoral offices at least once every 3 years.
7. The Tribunal undertook an extensive review of the categories and allocation of councils into each of those categories as part of the 2020 review.
8. Like the review undertaken in 2017, the Tribunal examined a range of statistical and demographic data and considered the submissions of councils, Local Government NSW (LGNSW) and Regional Cities NSW.
9. The Tribunal determined to retain a categorisation model which differentiates councils primarily based on their geographic location and the other factors including population, the sphere of the council's economic influence and the degree of regional servicing.
10. The categories of general purpose councils were determined as follows:

Metropolitan	Non-Metropolitan
<ul style="list-style-type: none"> • Principal CBD • Major CBD • Metropolitan Large • Metropolitan Medium • Metropolitan Small 	<ul style="list-style-type: none"> • Major Regional City • Major Strategic Area • Regional Strategic Area • Regional Centre • Regional Rural • Rural

11. Given the impact of the bushfires and the COVID-19 pandemic on the state and federal economies and wellbeing of communities, the Tribunal determined no increase in the minimum and maximum fees applicable to each existing category.
12. The Determination was made on 10 June 2020 in accordance with the Local Government (General) Amendment (COVID-19) Regulation 2020 which extended the

Local Government Remuneration Tribunal

ORD03

time for making of the determination to no later than 1 July 2020.

13. On 10 August 2020 the Tribunal received a direction from the Minister for Local Government, the Hon Shelley Hancock MP, to review the categorisation of Bayside Council. The Tribunal found that Bayside met the criteria to be classified as Metropolitan Large – having both a resident and non-resident working population (minimum 50,000) exceeding 200,000.
14. The Tribunal's 2020 determination was amended by the special determination on 17 August 2020 for Bayside Council be re-categorised as Metropolitan Large for remuneration purposes with effect from 1 July 2020.

Section 3 2021 Review

2021 Process

15. The Tribunal wrote to all mayors or general managers and LGNSW in February 2021 to advise of the commencement of the 2021 review and invite submissions. This correspondence advised that the Tribunal completed an extensive review of categories in 2020 and as this is only required every three years, consideration would be next be given in 2023. Submissions received requesting to be moved into a different category as part of the 2021 review would only be considered were there was a strong, evidence-based case.
16. Eighteen submissions were received – seventeen from individual councils and a submission from LGNSW. It was not possible from some submissions to ascertain if they had been council endorsed. The Tribunal also met with the President and Chief Executive of LGNSW.
17. The Tribunal discussed the submissions at length with the assessors.
18. The Tribunal acknowledged difficulties imposed by COVID19 and, on some councils the bushfires and floods.
19. Submissions from councils in regional and remote locations that raised the unique challenges experienced by mayors and councillors which included difficulties with connectivity and the travel required in sometimes very difficult circumstances were also acknowledged.
20. A summary of the matters raised in the received submissions and the Tribunal's consideration of those matters is outlined below.

Categorisation

21. Nine council submissions requested recategorisation. Four of these requests sought the creation new categories.
22. The Tribunal found that the current categories and allocation of councils to these categories remained appropriate. The Tribunal's finding had regard to the 2020 review, the current category model and criteria and the evidence put forward in the received submissions.
23. A summary of the individual council submissions that sought recategorisation is below.

Metropolitan Large Councils

24. Blacktown City Council requested the creation of a new category of Metropolitan Large – Growth Area.
25. Penrith City Council requested the creation of a new category Metropolitan Large –

Attachment 1

Local Government Remuneration Tribunal

Growth Centre.

26. Liverpool City Council requested recategorisation to Major CBD.
27. The Tribunal noted that an extensive review of the current category model was completed in 2020 and would be next considered in 2023. The Tribunal noted that the criteria required for recategorisation was not yet met and that current council allocations remained appropriate.

Metropolitan Small Councils

28. The City of Canada Bay sought recategorisation to Metropolitan Medium. The Tribunal noted that the criteria required for recategorisation was not yet met.

Major Regional City Councils

29. The City of Newcastle requested review and creation of a new category of "Gateway City" with comparable characteristics to the Major CBD category and a similar fee structure. The Tribunal noted that an extensive review of the current category model was completed in 2020 and would be next considered in 2023.

Regional Centre

30. Tweed Shire Council requested recategorisation to Regional Strategic Area. The Tribunal noted that the criteria required for recategorisation was not yet met.

Rural Councils

31. Federation Council requested recategorisation into a new category of Regional.
32. Narromine Shire Council sought recategorisation but did not specify a category for consideration.
33. Yass Valley Council sought recategorisation to Regional Rural.
34. The Tribunal noted that an extensive review of the current category model was completed in 2020 and would be next considered in 2023. The Tribunal noted that the criteria required for recategorisation was not yet met and that current council allocations remained appropriate.

Fees

35. The Tribunal determined a 2.0 per centage increase in the minimum and maximum fees applicable to each category. A summary of the matters the Tribunal considered when making this determination is outlined below.
36. Submissions that addressed fees sought an increase of 2.5 per cent or greater. These submissions raised similar issues to warrant an increase which included the significant workload, responsibilities, capabilities, duties and expanding nature of mayor and councillor roles. Some submissions also suggested that an increase in remuneration may assist in improving the diversity of potential candidates.
37. The 2021-22 rate peg for NSW Councils was set at 2.0 per cent by the Independent Pricing and Regulatory Tribunal (IPART). The rate peg is the maximum percentage amount by which a council may increase its general income for the year.
38. Employees under the *Local Government (State) Award 2020* will receive a 2.0 per cent increase in rates of pay from the first full pay period to commence on or after 1 July 2021.
39. Section 242A of the LG Act provides that when determining the fees payable in each of the categories, the Tribunal is required to give effect to the same policies on increases in remuneration as the Industrial Relations Commission is required to give effect to under section 146C of the *Industrial Relations Act 1996* (IR Act), when making or

Local Government Remuneration Tribunal

ORD03

varying awards or orders relating to the conditions of employment of public sector employees.

40. The current government policy on wages pursuant to section 146C(1)(a) of the IR Act is articulated in *the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014* (IR Regulation 2014). The IR Regulation provides that public sector wages cannot increase by more than 2.5 per cent. As such, the Tribunal has discretion to determine an increase of up to 2.5 per cent.
41. On 31 March 2021, Premiers Memorandum M2021-09 issued the *NSW Public Sector Wages Policy 2021* reflecting the Government's decision to provide annual wage increases of up to 1.5 per cent. The IR Regulation has not been amended to reflect this position.

Conclusion

42. The Tribunal's determinations have been made with the assistance of Assessors Ms Kylie Yates and Mr Tim Hurst.
43. It is the expectation of the Tribunal that in the future all submissions have council endorsement.
44. Determination 1 outlines the allocation of councils into each of the categories as per section 239 of the LG Act.
45. Determination 2 outlines the maximum and minimum fees paid to councillors and mayors and members and chairpersons of county councils as per section 241 of the LG Act.

Attachment 1

Viv May PSM

Local Government Remuneration Tribunal

Dated: 23 April 2021

Local Government Remuneration Tribunal

Section 4 2021 Determinations

Determination No. 1 - Allocation of councils into each of the categories as per section 239 of the LG Act effective from 1 July 2021

Table 1: General Purpose Councils - Metropolitan

Principal CBD (1)	Major CBD (1)
Sydney	Parramatta
Metropolitan Large (12)	Metropolitan Medium (8)
Bayside	Campbelltown
Blacktown	Camden
Canterbury-Bankstown	Georges River
Cumberland	Hornsby
Fairfield	Ku-ring-gai
Inner West	North Sydney
Liverpool	Randwick
Northern Beaches	Willoughby
Penrith	
Ryde	
Sutherland	
The Hills	
Metropolitan Small (8)	
Burwood	
Canada Bay	
Hunters Hill	
Lane Cove	
Mosman	
Strathfield	
Waverley	
Woollahra	

Local Government Remuneration Tribunal

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Table 2: General Purpose Councils - Non-Metropolitan

Major Regional City (2)	Major Strategic Area (1)	Regional Strategic Area (1)
Newcastle	Central Coast	Lake Macquarie
Wollongong		

Regional Centre (24)		Regional Rural (13)
Albury	Mid-Coast	Bega
Armidale	Orange	Broken Hill
Ballina	Port Macquarie-Hastings	Byron
Bathurst	Port Stephens	Eurobodalla
Blue Mountains	Queanbeyan-Palerang	Goulburn Mulwaree
Cessnock	Shellharbour	Griffith
Clarence Valley	Shoalhaven	Kempsey
Coffs Harbour	Tamworth	Kiama
Dubbo	Tweed	Lithgow
Hawkesbury	Wagga Wagga	Mid-Western
Lismore	Wingecarribee	Richmond Valley Council
Maitland	Wollondilly	Singleton
		Snowy Monaro

Rural (57)			
Balranald	Cootamundra-Gundagai	Junee	Oberon
Bellingen	Cowra	Kyogle	Parkes
Berrigan	Dungog	Lachlan	Snowy Valleys
Bland	Edward River	Leeton	Temora
Blayney	Federation	Liverpool Plains	Tenterfield
Bogan	Forbes	Lockhart	Upper Hunter
Bourke	Gilgandra	Moree Plains	Upper Lachlan
Brewarrina	Glen Innes Severn	Murray River	Uralla
Cabonne	Greater Hume	Murrumbidgee	Walcha
Carrathool	Gunnedah	Muswellbrook	Walgett
Central Darling	Gwydir	Nambucca	Warren
Cobar	Hay	Narrabri	Warrumbungle
Coolamon	Hilltops	Narrandera	Weddin
Coonamble	Inverell	Narromine	Wentworth

Attachment 1


ORD03

Local Government Remuneration Tribunal

Rural (57)	
	Yass

Table 3: County Councils

Water (4)	Other (6)
Central Tablelands	Castlereagh-Macquarie
Goldenfields Water	Central Murray
Riverina Water	Hawkesbury River
Rous	New England Tablelands
	Upper Hunter
	Upper Macquarie



Viv May PSM

Local Government Remuneration Tribunal

Dated: 23 April 2021

Attachment 1

Local Government Remuneration Tribunal

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Determination No. 2 - Fees for Councillors and Mayors as per section 241 of the LG Act effective from 1 July 2021

The annual fees to be paid in each of the categories to Councillors, Mayors, Members and Chairpersons of County Councils effective on and from 1 July 2021 as per section 241 of the *Local Government Act 1993* are determined as follows:

Table 4: Fees for General Purpose and County Councils

Category		Councillor/Member Annual Fee (\$) effective 1 July 2021		Mayor/Chairperson Additional Fee* (\$) effective 1 July 2021	
		Minimum	Maximum	Minimum	Maximum
General Purpose Councils - Metropolitan	Principal CBD	28,190	41,340	172,480	226,960
	Major CBD	18,800	34,820	39,940	112,520
	Metropolitan Large	18,800	31,020	39,940	90,370
	Metropolitan Medium	14,100	26,310	29,950	69,900
	Metropolitan Small	9,370	20,690	19,970	45,110
General Purpose Councils - Non-Metropolitan	Major Regional City	18,800	32,680	39,940	101,800
	Major Strategic Area	18,800	32,680	39,940	101,800
	Regional Strategic Area	18,800	31,020	39,940	90,370
	Regional Centre	14,100	24,810	29,330	61,280
	Regional Rural	9,370	20,690	19,970	45,140
	Rural	9,370	12,400	9,980	27,060
County Councils	Water	1,860	10,340	4,000	16,990
	Other	1,860	6,180	4,000	11,280

*This fee must be paid in addition to the fee paid to the Mayor/Chairperson as a Councillor/Member (s.249(2)).

Viv May PSM

Local Government Remuneration Tribunal

Dated: 23 April 2021

Attachment 1

Local Government Remuneration Tribunal

Appendices

Appendix 1 Criteria that apply to categories

Principal CBD

The Council of the City of Sydney (the City of Sydney) is the principal central business district (CBD) in the Sydney Metropolitan area. The City of Sydney is home to Sydney's primary commercial office district with the largest concentration of businesses and retailers in Sydney. The City of Sydney's sphere of economic influence is the greatest of any local government area in Australia.

The CBD is also host to some of the city's most significant transport infrastructure including Central Station, Circular Quay and International Overseas Passenger Terminal. Sydney is recognised globally with its iconic harbour setting and the City of Sydney is host to the city's historical, cultural and ceremonial precincts. The City of Sydney attracts significant visitor numbers and is home to 60 per cent of metropolitan Sydney's hotels.

The role of Lord Mayor of the City of Sydney has significant prominence reflecting the CBD's importance as home to the country's major business centres and public facilities of state and national importance. The Lord Mayor's responsibilities in developing and maintaining relationships with stakeholders, including other councils, state and federal governments, community and business groups, and the media are considered greater than other mayoral roles in NSW.

Major CBD

The Council of the City of Parramatta (City of Parramatta) is the economic capital of Greater Western Sydney and the geographic and demographic centre of Greater Sydney. Parramatta is the second largest economy in NSW (after Sydney CBD) and the sixth largest in Australia.

As a secondary CBD to metropolitan Sydney the Parramatta local government area is a major provider of business and government services with a significant number of organisations relocating their head offices to Parramatta. Public administration and safety have been a growth sector for Parramatta as the State Government has promoted a policy of moving government agencies westward to support economic development beyond the Sydney CBD.

The City of Parramatta provides a broad range of regional services across the Sydney Metropolitan area with a significant transport hub and hospital and educational facilities. The City of Parramatta is home to the Westmead Health and Medical Research precinct which represents the largest concentration of hospital and health services in Australia, servicing Western Sydney and providing other specialised services for the rest of NSW.

The City of Parramatta is also home to a significant number of cultural and sporting facilities (including Sydney Olympic Park) which draw significant domestic and international visitors to the region.

Local Government Remuneration Tribunal

ORD03

Metropolitan Large

Councils categorised as Metropolitan Large will typically have a minimum residential population of 200,000.

Councils may also be categorised as Metropolitan Large if their residential population combined with their non-resident working population exceeds 200,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Other features may include:

- total operating revenue exceeding \$200M per annum
- the provision of significant regional services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- significant industrial, commercial and residential centres and development corridors
- high population growth.

Councils categorised as Metropolitan Large will have a sphere of economic influence and provide regional services considered to be greater than those of other metropolitan councils.

Metropolitan Medium

Councils categorised as Metropolitan Medium will typically have a minimum residential population of 100,000.

Councils may also be categorised as Metropolitan Medium if their residential population combined with their non-resident working population exceeds 100,000. To satisfy this criteria the non-resident working population must exceed 50,000

Other features may include:

- total operating revenue exceeding \$100M per annum
- services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- industrial, commercial and residential centres and development corridors
- high population growth.

The sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Large councils.

Attachment 1

Local Government Remuneration Tribunal

Metropolitan Small

Councils categorised as Metropolitan Small will typically have a residential population less than 100,000.

Other features which distinguish them from other metropolitan councils include:

- total operating revenue less than \$150M per annum.

While these councils may include some of the facilities and characteristics of both Metropolitan Large and Metropolitan Medium councils the overall sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Medium councils.

Major Regional City

Newcastle City Council and Wollongong City Councils are categorised as Major Regional City. These councils:

- are metropolitan in nature with major residential, commercial and industrial areas
- typically host government departments, major tertiary education and health facilities and incorporate high density commercial and residential development
- provide a full range of higher order services and activities along with arts, culture, recreation, sporting and entertainment facilities to service the wider community and broader region
- have significant transport and freight infrastructure servicing international markets, the capital city and regional areas
- have significant natural and man-made assets to support diverse economic activity, trade and future investment
- typically contain ventures which have a broader State and national focus which impact upon the operations of the council.

Major Strategic Area

Councils categorised as Major Strategic Area will have a minimum population of 300,000.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Central Coast Council meets the criteria to be categorised as a Major Strategic Area. Its population, predicted population growth, and scale of the Council's operations warrant that it be differentiated from other non-metropolitan councils. Central Coast Council is also a

Local Government Remuneration Tribunal

ORD03

significant contributor to the regional economy associated with proximity to and connections with Sydney and the Hunter Region.

Regional Strategic Area

Councils categorised as Regional Strategic Area are differentiated from councils in the Regional Centre category on the basis of their significant population and will typically have a residential population above 200,000.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Lake Macquarie Council meets the criteria to be categorised as a Regional Strategic Area. Its population and overall scale of council operations will be greater than Regional Centre councils.

Regional Centre

Councils categorised as Regional Centre will typically have a minimum residential population of 40,000.

Other features may include:

- a large city or town providing a significant proportion of the region's housing and employment
- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$100M per annum
- the highest rates of population growth in regional NSW
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Councils in the category of Regional Centre are often considered the geographic centre of the region providing services to their immediate and wider catchment communities.

Attachment 1

Local Government Remuneration Tribunal

Regional Rural

Councils categorised as Regional Rural will typically have a minimum residential population of 20,000.

Other features may include:

- a large urban population existing alongside a traditional farming sector, and are surrounded by smaller towns and villages
- health services, tertiary education services and regional airports which service a regional community
- a broad range of industries including agricultural, educational, health, professional, government and retail services
- large visitor numbers to established tourism ventures and events.

Councils in the category of Regional Rural provide a degree of regional servicing below that of a Regional Centre.

Rural

Councils categorised as Rural will typically have a residential population less than 20,000.

Other features may include:

- one or two significant townships combined with a considerable dispersed population spread over a large area and a long distance from a major regional centre
- a limited range of services, facilities and employment opportunities compared to Regional Rural councils
- local economies based on agricultural/resource industries.

County Councils - Water

County councils that provide water and/or sewerage functions with a joint approach in planning and installing large water reticulation and sewerage systems.

County Councils - Other

County councils that administer, control and eradicate declared noxious weeds as a specified Local Control Authority under the *Biosecurity Act 2015*.



**Investment Summary Report
April 2021**



Attachment 1

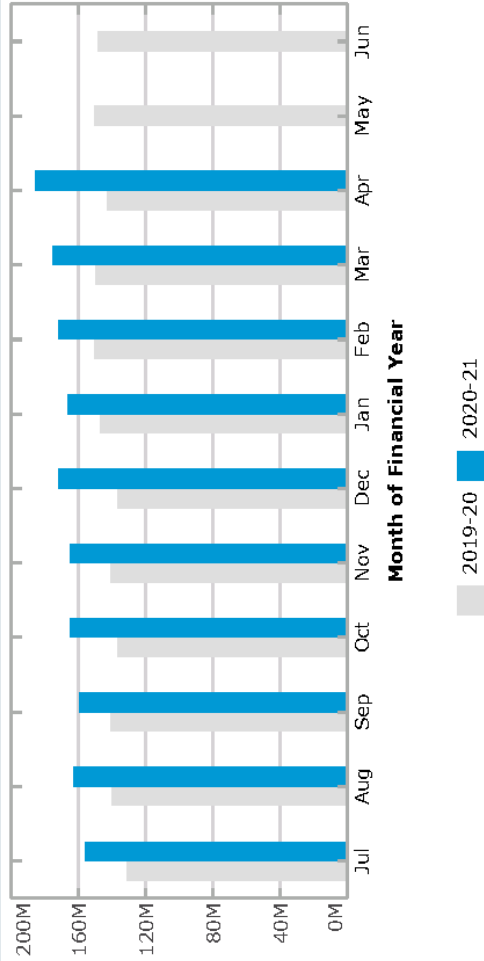
Camden Council
Executive Summary - April 2021

Sources of Funds

	Amount (\$)
Section 7.11 Developer Contributions	123,074,096
Restricted Grant Income	6,353,561
Externally Restricted Reserves	16,169,481
Internally Restricted Reserves	31,912,254
General Fund	8,190,608
Total Funds Invested	185,700,000

Council's investment portfolio has increased by \$10.5m since the March reporting period. The increase primarily relates to grant income, loan proceeds and developer contributions received during the month.

Investment Portfolio Balance



Investment Holdings

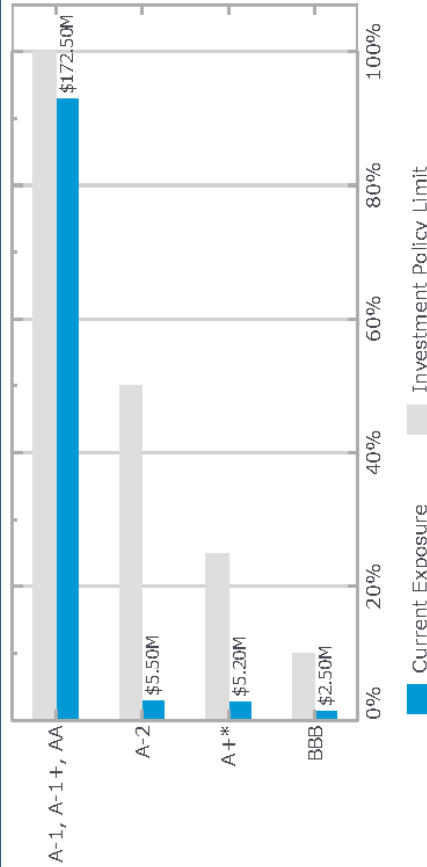
	Amount (\$)	Current Yield (%)
Cash	4,500,000.00	0.20
Term Deposit	181,200,000.00	1.00
Total	185,700,000.00	

Term to Maturity

	Amount (\$)	Policy Max
Between 0 and 1 Year	158,000,000	85%
Between 1 and 3 Years	27,200,000	15%
Between 3 and 5 Years	500,000	0%
Total	185,700,000	

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

Total Credit Exposure



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

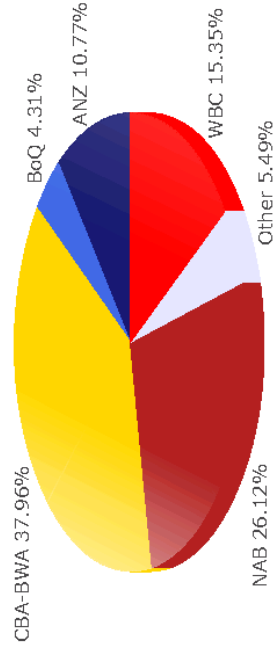
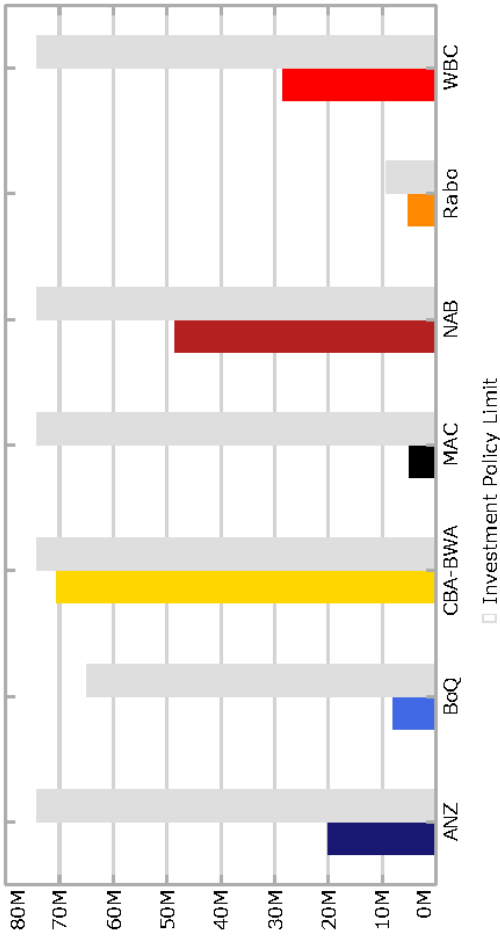


Camden Council Individual Institutional Exposures Report - April 2021

Individual Institutional Exposures

Parent Group	Exposure (\$M)	Credit Rating	Policy Limit	Actual	Capacity
ANZ Group	20.00M	A-1+, AA-	40.00%	10.77%	54.28M
Bank of Queensland	8.00M	A-2, BBB+	35.00%	4.31%	56.99M
Commonwealth Bank of Australia	70.50M	A-1+, AA-	40.00%	37.96%	3.78M
Macquarie Bank	5.00M	A-1, A+	40.00%	2.69%	69.28M
National Australia Bank	48.50M	A-1+, AA-	40.00%	26.12%	25.78M
Rabobank Aus (Foreign Sub)	5.20M	A-1*, A+*	5.00%	2.80%	4.08M
Westpac Group	28.50M	A-1+, AA-	40.00%	15.35%	45.78M
	185.70M				

Individual Institutional Exposure Charts



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

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

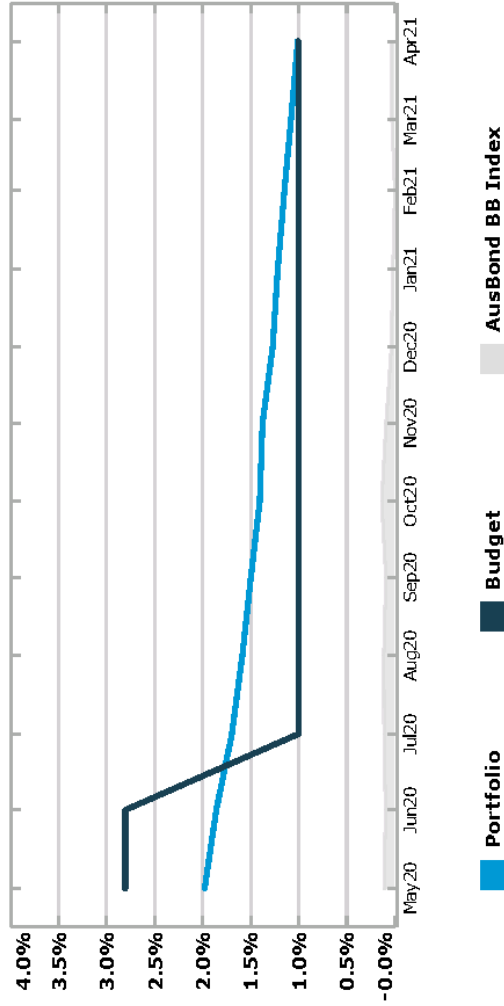


Camden Council
Performance Summary - April 2021

Interest Summary

Interest Summary as of April 2021	
Number of Investments	125
Average Days to Maturity	236
Weighted Portfolio Yield	1.00%
CBA Call Account	0.20%
Highest Rate	3.80%
Lowest Rate	0.19%
Budget Rate	1.00%
Average BBSW (30 Day)	0.01%
Average BBSW (90 Day)	0.04%
Average BBSW (180 Day)	0.10%
Official Cash Rate	0.10%
AusBond Bank Bill Index	0.04%

Investment Performance



Historical Performance Summary

	Portfolio	AusBond BB Index	Outperformance
Apr 2021	1.00%	0.04%	0.96%
Last 3 Months	1.07%	0.02%	1.05%
Last 6 Months	1.18%	0.03%	1.15%
Financial Year to Date	1.33%	0.06%	1.27%
Last 12 months	1.42%	0.07%	1.35%

Investment Performance

Council's portfolio returned 1.00%pa on a weighted average yield basis during April. This compares favourably with the Ausbond Bank Bill Index's return of 0.04% pa for the month.

Interest Received During the 2020/2021 Financial Year

	April	Cumulative	Original Budget	* Revised Budget
General Fund	\$49,894	\$530,565	\$600,000	\$600,000
Restricted	\$101,856	\$1,273,049	\$1,750,000	\$1,750,000
Total	\$151,750	\$1,803,614	\$2,350,000	\$2,350,000

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



Camden Council Investment Holdings Report - April 2021

Cash Accounts										
Amount (\$)	Current Yield	Institution	Credit Rating	Amount (\$)	Deal No.	Reference				
4,500,000.00	0.20%	Commonwealth Bank of Australia	A-1+	4,500,000.00	535548					
4,500,000.00				4,500,000.00						
Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
4-May-21	1,500,000.00	0.48%	Commonwealth Bank of Australia	A-1+	5-Nov-20	1,503,491.51	540679	3,491.51	At Maturity	3432
5-May-21	1,500,000.00	0.47%	National Australia Bank	A-1+	30-Nov-20	1,502,935.89	540622	2,935.89	At Maturity	3440
10-May-21	1,500,000.00	0.47%	National Australia Bank	A-1+	30-Nov-20	1,502,935.89	540623	2,935.89	At Maturity	3441
12-May-21	1,000,000.00	0.46%	National Australia Bank	A-1+	11-Nov-20	1,002,155.07	540560	2,155.07	At Maturity	3433
17-May-21	1,000,000.00	3.10%	Westpac Group	A-1+	16-May-17	1,006,284.93	535544	6,284.93	Quarterly	2975
19-May-21	1,000,000.00	0.49%	Commonwealth Bank of Australia	A-1+	11-Nov-20	1,002,295.62	540561	2,295.62	At Maturity	3434
24-May-21	1,500,000.00	0.49%	Commonwealth Bank of Australia	A-1+	18-Nov-20	1,503,302.47	540580	3,302.47	At Maturity	3435 Green
26-May-21	1,500,000.00	0.49%	Commonwealth Bank of Australia	A-1+	20-Nov-20	1,503,262.19	540584	3,262.19	At Maturity	3436
31-May-21	2,000,000.00	0.75%	National Australia Bank	A-1+	31-Aug-20	2,009,986.30	540168	9,986.30	At Maturity	3405
7-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	1-Dec-20	1,502,916.58	540630	2,916.58	At Maturity	3443
9-Jun-21	1,500,000.00	1.00%	Westpac Group	A-1+	9-Jun-20	1,513,397.26	539907	13,397.26	At Maturity	3365
15-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	1-Dec-20	1,502,916.58	540631	2,916.58	At Maturity	3444
15-Jun-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,001,622.47	540692	1,622.47	At Maturity	3450
16-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	4-Dec-20	1,502,858.63	540670	2,858.63	At Maturity	3445
17-Jun-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,001,622.47	540693	1,622.47	At Maturity	3451
21-Jun-21	1,500,000.00	0.47%	National Australia Bank	A-1+	4-Dec-20	1,502,858.63	540671	2,858.63	At Maturity	3446
21-Jun-21	1,000,000.00	0.48%	National Australia Bank	A-1+	10-Dec-20	1,001,867.40	540688	1,867.40	At Maturity	3449
23-Jun-21	1,500,000.00	2.05%	Bank of Queensland	A-2	26-Jun-19	1,526,032.19	538081	26,032.19	Annually	3241
23-Jun-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,001,622.47	540694	1,622.47	At Maturity	3452
28-Jun-21	2,000,000.00	0.43%	Commonwealth Bank of Australia	A-1+	11-Dec-20	2,003,322.19	540695	3,322.19	At Maturity	3453 Green
30-Jun-21	1,500,000.00	0.95%	National Australia Bank	A-1+	29-Jun-20	1,511,946.58	539969	11,946.58	At Maturity	3370

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Camden Council Investment Holdings Report - April 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
30-Jun-21	1,500,000.00	0.95%	National Australia Bank	A-1+	1-Jul-20	1,511,868.49	539981	11,868.49	At Maturity	3375
1-Jul-21	3,000,000.00	0.19%	ANZ Banking Group	A-1+	22-Apr-21	3,000,140.55	541275	140.55	At Maturity	3504
5-Jul-21	1,000,000.00	0.43%	Commonwealth Bank of Australia	A-1+	11-Dec-20	1,001,661.10	540696	1,661.10	At Maturity	3454 Green
7-Jul-21	1,500,000.00	0.95%	National Australia Bank	A-1+	6-Jul-20	1,511,673.29	540000	11,673.29	At Maturity	3381
12-Jul-21	1,500,000.00	0.93%	National Australia Bank	A-1+	13-Jul-20	1,511,160.00	540025	11,160.00	At Maturity	3383
14-Jul-21	1,000,000.00	0.42%	Commonwealth Bank of Australia	A-1+	17-Dec-20	1,001,553.42	540713	1,553.42	At Maturity	3456 Green
19-Jul-21	1,000,000.00	0.95%	National Australia Bank	A-1+	20-Jul-20	1,007,417.81	540039	7,417.81	At Maturity	3386
21-Jul-21	1,500,000.00	0.42%	Commonwealth Bank of Australia	A-1+	17-Dec-20	1,502,330.14	540714	2,330.14	At Maturity	3457
26-Jul-21	500,000.00	0.42%	National Australia Bank	A-1+	21-Dec-20	500,753.70	540717	753.70	At Maturity	3458
26-Jul-21	1,000,000.00	0.27%	ANZ Banking Group	A-1+	15-Mar-21	1,000,347.67	541167	347.67	At Maturity	3490
28-Jul-21	2,000,000.00	0.37%	Commonwealth Bank of Australia	A-1+	5-Jan-21	2,002,351.78	540807	2,351.78	At Maturity	3459
2-Aug-21	2,500,000.00	0.37%	Commonwealth Bank of Australia	A-1+	5-Jan-21	2,502,939.73	540808	2,939.73	At Maturity	3460
3-Aug-21	1,000,000.00	1.90%	Bank of Queensland	A-2	2-Aug-19	1,014,054.79	538357	14,054.79	Annually	3252
9-Aug-21	2,000,000.00	0.85%	National Australia Bank	A-1+	5-Aug-20	2,012,528.77	540085	12,528.77	At Maturity	3393
11-Aug-21	1,500,000.00	0.85%	National Australia Bank	A-1+	10-Aug-20	1,509,221.92	540107	9,221.92	At Maturity	3395
17-Aug-21	1,500,000.00	0.85%	National Australia Bank	A-1+	13-Aug-20	1,509,117.12	540114	9,117.12	At Maturity	3396
18-Aug-21	1,500,000.00	0.81%	National Australia Bank	A-1+	17-Aug-20	1,508,554.93	540120	8,554.93	At Maturity	3399
23-Aug-21	1,000,000.00	0.80%	National Australia Bank	A-1+	19-Aug-20	1,005,589.04	540127	5,589.04	At Maturity	3400
25-Aug-21	1,000,000.00	0.82%	National Australia Bank	A-1+	24-Aug-20	1,005,616.44	540135	5,616.44	At Maturity	3401
30-Aug-21	1,500,000.00	0.85%	National Australia Bank	A-1+	26-Aug-20	1,508,663.01	540146	8,663.01	At Maturity	3403
1-Sep-21	1,000,000.00	0.51%	Commonwealth Bank of Australia	A-1+	27-Nov-20	1,002,165.75	540612	2,165.75	At Maturity	3439
6-Sep-21	1,000,000.00	0.77%	National Australia Bank	A-1+	8-Sep-20	1,004,957.53	540213	4,957.53	At Maturity	3407
6-Sep-21	3,000,000.00	0.37%	Commonwealth Bank of Australia	A-1+	29-Jan-21	3,002,797.81	540915	2,797.81	At Maturity	3467
8-Sep-21	1,000,000.00	0.51%	Commonwealth Bank of Australia	A-1+	26-Nov-20	1,002,179.73	540607	2,179.73	At Maturity	3438
13-Sep-21	1,000,000.00	0.65%	Macquarie Bank	A-1	16-Dec-20	1,002,421.92	540711	2,421.92	At Maturity	3455
15-Sep-21	1,500,000.00	0.75%	Commonwealth Bank of Australia	A-1+	15-Sep-20	1,507,027.40	540246	7,027.40	At Maturity	3410



Camden Council Investment Holdings Report - April 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
20-Sep-21	1,000,000.00	0.73%	Commonwealth Bank of Australia	A-1+	16-Sep-20	1,004,540.00	540252	4,540.00	At Maturity	3411
22-Sep-21	1,000,000.00	0.71%	Commonwealth Bank of Australia	A-1+	22-Sep-20	1,004,298.90	540272	4,298.90	At Maturity	3414
27-Sep-21	500,000.00	0.68%	Commonwealth Bank of Australia	A-1+	24-Sep-20	502,040.00	540269	2,040.00	At Maturity	3416
27-Sep-21	1,000,000.00	0.69%	Commonwealth Bank of Australia	A-1+	28-Sep-20	1,004,064.38	540363	4,064.38	At Maturity	3417 Green
29-Sep-21	1,500,000.00	0.70%	Commonwealth Bank of Australia	A-1+	1-Oct-20	1,506,098.63	540356	6,098.63	At Maturity	3421 Green
5-Oct-21	1,000,000.00	0.35%	National Australia Bank	A-1+	23-Apr-21	1,000,076.71	541283	76.71	At Maturity	3509
6-Oct-21	3,000,000.00	0.66%	Commonwealth Bank of Australia	A-1+	7-Oct-20	3,011,174.79	540389	11,174.79	At Maturity	3423 Green
11-Oct-21	2,000,000.00	0.40%	Commonwealth Bank of Australia	A-1+	6-Jan-21	2,002,520.55	540809	2,520.55	At Maturity	3461
13-Oct-21	1,000,000.00	0.40%	Commonwealth Bank of Australia	A-1+	8-Jan-21	1,001,238.36	540816	1,238.36	At Maturity	3462
18-Oct-21	1,500,000.00	0.39%	Commonwealth Bank of Australia	A-1+	13-Jan-21	1,501,730.96	540820	1,730.96	At Maturity	3463
21-Oct-21	1,000,000.00	0.60%	Commonwealth Bank of Australia	A-1+	23-Oct-20	1,003,123.29	540467	3,123.29	At Maturity	3428
25-Oct-21	1,500,000.00	0.40%	Commonwealth Bank of Australia	A-1+	15-Jan-21	1,501,742.47	540826	1,742.47	At Maturity	3464
27-Oct-21	1,500,000.00	0.53%	Commonwealth Bank of Australia	A-1+	26-Nov-20	1,503,397.81	540606	3,397.81	At Maturity	3437
1-Nov-21	1,500,000.00	0.40%	Commonwealth Bank of Australia	A-1+	18-Jan-21	1,501,693.15	540830	1,693.15	At Maturity	3465
3-Nov-21	1,500,000.00	0.37%	Westpac Group	A-1+	3-Feb-21	1,501,322.88	540920	1,322.88	At Maturity	3468
8-Nov-21	1,000,000.00	0.40%	National Australia Bank	A-1+	3-Feb-21	1,000,953.42	540919	953.42	At Maturity	3469
8-Nov-21	500,000.00	0.38%	Commonwealth Bank of Australia	A-1+	5-Feb-21	500,442.47	540929	442.47	At Maturity	3471
10-Nov-21	2,000,000.00	0.38%	National Australia Bank	A-1+	8-Feb-21	2,001,707.40	540931	1,707.40	At Maturity	3472
15-Nov-21	1,500,000.00	0.37%	Westpac Group	A-1+	10-Feb-21	1,501,216.44	540939	1,216.44	At Maturity	3473
17-Nov-21	1,000,000.00	0.37%	Westpac Group	A-1+	15-Feb-21	1,000,760.27	540943	760.27	At Maturity	3474
22-Nov-21	1,000,000.00	0.37%	Westpac Group	A-1+	15-Feb-21	1,000,760.27	540944	760.27	At Maturity	3475
24-Nov-21	2,000,000.00	0.33%	ANZ Banking Group	A-1+	18-Feb-21	2,001,301.92	540952	1,301.92	At Maturity	3476
29-Nov-21	1,500,000.00	0.52%	Commonwealth Bank of Australia	A-1+	1-Dec-20	1,503,226.85	540633	3,226.85	At Maturity	3442 Green
1-Dec-21	500,000.00	0.32%	ANZ Banking Group	A-1+	19-Feb-21	500,311.23	540956	311.23	At Maturity	3478
1-Dec-21	1,000,000.00	0.33%	ANZ Banking Group	A-1+	22-Feb-21	1,000,614.79	540959	614.79	At Maturity	3479
1-Dec-21	3,000,000.00	0.31%	ANZ Banking Group	A-1+	22-Apr-21	3,000,229.32	541276	229.32	At Maturity	3505

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Camden Council
 Investment Holdings Report - April 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
6-Dec-21	1,500,000.00	0.31%	ANZ Banking Group	A-1+	24-Feb-21	1,500,840.82	540966	840.82	At Maturity	3480
8-Dec-21	1,000,000.00	0.48%	Commonwealth Bank of Australia	A-1+	8-Dec-20	1,001,893.70	540686	1,893.70	At Maturity	3448 Green
13-Dec-21	1,000,000.00	0.31%	ANZ Banking Group	A-1+	25-Feb-21	1,000,552.05	540974	552.05	At Maturity	3482
13-Dec-21	1,000,000.00	0.36%	ANZ Banking Group	A-1+	26-Feb-21	1,000,631.23	540975	631.23	At Maturity	3484
15-Dec-21	1,000,000.00	0.34%	ANZ Banking Group	A-1+	2-Mar-21	1,000,558.90	540999	558.90	At Maturity	3486
20-Dec-21	2,000,000.00	0.35%	ANZ Banking Group	A-1+	1-Mar-21	2,001,169.86	540990	1,169.86	At Maturity	3485
22-Dec-21	1,000,000.00	0.32%	ANZ Banking Group	A-1+	8-Mar-21	1,000,473.42	541091	473.42	At Maturity	3487
4-Jan-22	500,000.00	0.32%	ANZ Banking Group	A-1+	11-Mar-21	500,223.56	541159	223.56	At Maturity	3489
4-Jan-22	1,000,000.00	0.38%	Commonwealth Bank of Australia	A-1+	25-Mar-21	1,000,385.21	541223	385.21	At Maturity	3492
5-Jan-22	1,000,000.00	0.38%	Commonwealth Bank of Australia	A-1+	26-Mar-21	1,000,374.79	541225	374.79	At Maturity	3493
10-Jan-22	3,000,000.00	0.45%	Commonwealth Bank of Australia	A-1+	26-Feb-21	3,002,367.12	540976	2,367.12	At Maturity	3483
10-Jan-22	500,000.00	0.31%	ANZ Banking Group	A-1+	30-Mar-21	500,135.89	541229	135.89	At Maturity	3494
10-Jan-22	1,500,000.00	0.36%	Commonwealth Bank of Australia	A-1+	7-Apr-21	1,500,355.07	541253	355.07	At Maturity	3498
12-Jan-22	1,000,000.00	0.38%	Commonwealth Bank of Australia	A-1+	24-Mar-21	1,000,395.62	541217	395.62	Annually	3491
17-Jan-22	1,000,000.00	0.40%	Commonwealth Bank of Australia	A-1+	31-Mar-21	1,000,339.73	541232	339.73	At Maturity	3495
19-Jan-22	2,000,000.00	0.37%	Commonwealth Bank of Australia	A-1+	6-Apr-21	2,000,506.85	541240	506.85	At Maturity	3497
24-Jan-22	1,500,000.00	0.37%	Commonwealth Bank of Australia	A-1+	7-Apr-21	1,500,364.93	541254	364.93	At Maturity	3499
31-Jan-22	1,500,000.00	0.38%	Commonwealth Bank of Australia	A-1+	8-Apr-21	1,500,359.18	541256	359.18	At Maturity	3500
1-Feb-22	1,000,000.00	3.60%	Westpac Group	A-1+	1-Feb-17	1,008,778.08	535538	8,778.08	Quarterly	2936
2-Feb-22	1,500,000.00	3.57%	Westpac Group	A-1+	2-Feb-17	1,512,910.68	535539	12,910.68	Quarterly	2937
7-Feb-22	500,000.00	0.38%	Westpac Group	A-1+	4-Feb-21	500,447.67	540927	447.67	At Maturity	3470
7-Feb-22	1,000,000.00	0.34%	ANZ Banking Group	A-1+	30-Apr-21	1,000,009.32	541297	9.32	At Maturity	3511
10-Feb-22	1,000,000.00	3.56%	Westpac Group	A-1+	10-Feb-17	1,007,802.74	535540	7,802.74	Quarterly	2938
15-Feb-22	1,500,000.00	3.75%	Bank of Queensland	A-2	15-Feb-17	1,511,558.22	535547	11,558.22	Annually	2939
22-Feb-22	2,000,000.00	3.64%	Westpac Group	A-1+	22-Feb-17	2,013,562.74	535541	13,562.74	Quarterly	2940
28-Feb-22	1,000,000.00	3.75%	Bank of Queensland	A-2	27-Feb-17	1,006,575.34	535483	6,575.34	Annually	2946



Camden Council Investment Holdings Report - April 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
28-Feb-22	1,000,000.00	3.55%	Westpac Group	A-1+	28-Feb-17	1,006,224.66	535542	6,224.66	Quarterly	2950
1-Mar-22	1,000,000.00	3.58%	Westpac Group	A-1+	1-Mar-17	1,005,983.01	535543	5,983.01	Quarterly	2952
2-Mar-22	2,000,000.00	1.40%	Macquarie Bank	A-1	3-Mar-20	2,004,526.03	539519	4,526.03	Annually	3333
3-Mar-22	1,000,000.00	3.60%	Westpac Group	A-1+	3-Mar-17	1,005,819.18	535545	5,819.18	Quarterly	2954
7-Mar-22	2,000,000.00	0.35%	Macquarie Bank	A-1	18-Feb-21	2,001,380.82	540953	1,380.82	At Maturity	3477
9-Mar-22	1,000,000.00	3.61%	Westpac Group	A-1+	9-Mar-17	1,005,241.92	535546	5,241.92	Quarterly	2956
9-Mar-22	3,000,000.00	0.38%	Westpac Group	A-1+	8-Mar-21	3,001,686.58	541092	1,686.58	Quarterly	3488
15-Mar-22	1,500,000.00	0.40%	Commonwealth Bank of Australia	A-1+	22-Apr-21	1,500,147.95	541279	147.95	At Maturity	3508
23-Mar-22	500,000.00	3.80%	Bank of Queensland	A-2	23-Mar-17	502,030.14	535485	2,030.14	Annually	2960
30-Mar-22	3,000,000.00	0.36%	Westpac Group	A-1+	31-Mar-21	3,000,917.26	541235	917.26	Quarterly	3496
11-Apr-22	1,500,000.00	0.40%	Commonwealth Bank of Australia	A-1+	12-Apr-21	1,500,312.33	541258	312.33	At Maturity	3502 Green
19-Apr-22	1,500,000.00	0.36%	National Australia Bank	A-1+	21-Apr-21	1,500,147.95	541274	147.95	At Maturity	3503
2-May-22	3,000,000.00	0.36%	Westpac Group	AA-	22-Apr-21	3,000,266.30	541277	266.30	Quarterly	3506
4-May-22	1,000,000.00	3.60%	Bank of Queensland	BBB+	8-May-17	1,035,309.59	535487	35,309.59	Annually	2971
20-Jun-22	3,000,000.00	0.40%	National Australia Bank	AA-	30-Apr-21	3,000,032.88	541293	32.88	Annually	3510
27-Jun-22	1,500,000.00	2.10%	Bank of Queensland	BBB+	26-Jun-19	1,526,667.12	538082	26,667.12	Annually	3242
4-Oct-22	3,500,000.00	0.46%	Commonwealth Bank of Australia	AA-	22-Apr-21	3,500,396.99	541278	396.99	SemiAnnually	3507
25-Jan-23	2,000,000.00	0.55%	National Australia Bank	AA-	27-Jan-21	2,002,832.88	540890	2,832.88	Annually	3466
6-Apr-23	1,500,000.00	0.47%	Westpac Group	AA-	8-Apr-21	1,500,444.25	541257	444.25	Quarterly	3501
11-Dec-23	2,000,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	2,022,610.96	537431	22,610.96	Annually	3070
18-Dec-23	4,500,000.00	3.15%	National Australia Bank	AA-	19-Dec-18	4,550,874.66	537432	50,874.66	Annually	3071
3-Jan-24	2,000,000.00	3.40%	Rabobank Australia	A+*	4-Jan-19	2,021,797.26	537443	21,797.26	Annually	3173
28-Feb-24	1,000,000.00	3.20%	Rabobank Australia	A+*	28-Feb-19	1,005,610.96	537586	5,610.96	Annually	3189
4-Mar-24	1,200,000.00	3.20%	Rabobank Australia	A+*	4-Mar-19	1,206,101.92	537601	6,101.92	Annually	3192
27-Mar-24	1,000,000.00	3.00%	Rabobank Australia	A+*	29-Mar-19	1,002,712.33	537765	2,712.33	Annually	3200
24-Feb-25	500,000.00	0.80%	Westpac Group	AA-	24-Feb-21	500,723.29	540967	723.29	Quarterly	3481

Page 9 of 10.

Attachment 1

ORD04



Camden Council
Investment Holdings Report - April 2021

Term Deposits										
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
	181,200,000.00					181,803,686.36		603,686.36		

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THE CREST - GLEDSDOOD HILLS DRAFT MASTERPLAN

LEGEND

- 01 PARKLAND
- 02 PLAYGROUND IN PARKLAND INCLUDING SHELTERS, SEATS AND BARBECUE
- 03 LEARN AND RIDE FACILITY INCLUDING 300m² APPROXIMATELY LEARN AND RIDE FACILITY BUILDING, LEARN AND RIDE TRACK, SHADE STRUCTURES, SEATS AND BARBECUE
- 04 MULTI-PURPOSE HARD-COURT, SHELTERS AND SEATS
- 05 CAR-PARK
- 06 VIEWING PLATFORMS
- 07 KICK-ABOUT AREA
- 08 DOG TRAINING FACILITY (4000m² APPROXIMATELY) INCLUDING SHELTERS AND SEATS
- 09 DOG OFF-LEASH AREA INCLUDING SEATS AND SHELTER
- 10 WAY-FINDING NODES
- 11 WAY-FINDING NODES
- 12 PLANTING RING
- 13 ENTRY PLANTING
- 14 ADVENTURE TRAIL
- 15 DRAINAGE BASINS / FARM DAMS
- 16 MANAGED LAWN AND PICNIC AREA INCLUDING SHELTERS AND SEATS
- 17 MANAGED LAWN AND PICNIC AREA INCLUDING SHELTERS, SEATS, AMENITY BUILDING AND BARBECUE
- 18 WOODLANDS AND NATIVE GRASSLANDS
- 19 POTENTIAL FOR OUTDOOR EXERCISE AREA
- 20 POTENTIAL FOR NATURE PLAY AND ART WORK
- 21 FOOTPATH / SHARED PATH
- 22 POTENTIAL FOR DISTRICT LEVEL PLAYGROUND
- 23 INNOVATIVE ACTIVE RECREATION
- 24 RABY ROAD (STRATEGIC CONCEPT DESIGN, BY CARDNO)
- 25 MAINTENANCE INSPECTION POINTS. POTENTIAL FOR VIEWING PLATFORMS
- 26 APA HIGH PRESSURE GAS PIPELINES AND EASEMENT
- 27 JEMENA HIGH PRESSURE GAS PIPELINES AND EASEMENT
- 28 TRANSMISSION LINE
- 29 PROPOSED ACCESS TO CUNNINGHAM PARK
- 30 FUTURE ENHANCED CROSSING



THE CREST - GLEDSDWOOD HILLS DRAFT MASTERPLAN

LEGEND

- 01 PARKLAND
- 02 PLAYGROUND IN PARKLAND INCLUDING: SHADE STRUCTURES, SEATS AND SHELTER
- 03 CARES FACILITY INCLUDING: 300m² APPROXIMATELY CARES AND AMENITY BUILDING
- 04 HARD-COURTS, SEATS AND SHELTERS
- 05 CAR-PARK
- 06 VIEWING PLATFORMS
- 07 KICK-ABOUT AREA
- 08 ANIMAL CARE FACILITY (6450m² APPROXIMATELY)
- 09 DOG OFF-LEASH AREA INCLUDING SEATS AND SHELTER
- 10 WAY-FINDING NODES
- 11 WAY-FINDING NODES
- 12 PLANTING RING
- 13 ENTRY PLANTING
- 14 ADVENTURE TRAIL
- 15 DRAINAGE BASINS / FARM DAMS
- 16 MANAGED LAWN AND SHELTERS
- 17 WOODLANDS AND NATIVE GRASSLANDS
- 18 POTENTIAL FOR OUTDOOR EXERCISE AREA
- 19 POTENTIAL FOR PLAYGROUND
- 20 FOOTPATH / SHARED PATH
- 21 RABY ROAD (STRATEGIC CONCEPT DESIGN, BY CARDNO)
- 22 MAINTENANCE INSPECTION POINTS. POTENTIAL FOR VIEWING PLATFORMS
- 23 APA GAS PIPELINES AND EASEMENT
- 24 TRANSMISSION LINE



MONDAY 8 FEBRUARY 2021



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**PUBLIC EXHIBITION - THE CREST DRAFT MASTERPLAN
SUMMARY TABLE OF SUBMISSIONS**



Submission Issue		Officer Response
1	Concern over animal care facility in a residential area.	Recommended that this facility is not located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered
2	Request to include a water park	Provision of a water play space at this location is not recommended due to the supporting infrastructure required (i.e. Parking) and impact on adjacent residents.
3	Request to include a water park	Provision of a water play space at this location is not recommended due to the supporting infrastructure required (i.e. Parking) and impact on adjacent residents.
4	<ul style="list-style-type: none"> • Complimentary of the concept plan. • Concerns around traffic and pedestrian safety. • Request consideration of: <ul style="list-style-type: none"> ○ Additional amenities and drinking water ○ Surveillance camera's ○ Fruit Trees ○ Lights on footpaths 	Traffic and pedestrian plans to be considered in detailed design. Amenity provisions will be considered in detailed design in line with Council's design manual. Fruit Trees to be considered as part of species selection.

Submission Issue		Officer Response
5	<ul style="list-style-type: none"> • Very happy with masterplan only concern is the animal care facility • Would not support a Water Play area. 	<p>Recommended that this facility is not located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>Water Play park is not recommended.</p>
6	Supportive of the proposal to include an animal care facility on the site.	<p>Recommended that this facility is not located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>
7	<ul style="list-style-type: none"> • Wanting to ensure that sufficient shelter is provided along pathways and at facilities such as playgrounds. • Raised questions regarding access to the carpark and capacity of the carpark. • Requested consideration of an access from Camden Valley Way. 	<p>Shelter will be provided in detailed design in line with Councils Facility Design Manual. Carparking to be addressed in detailed design phase but has been nominated for inclusion.</p> <p>The access, egress, and capacity of the carparking will be subject to further detailed design.</p> <p>Access from Camden Valley Way is not considered viable as it would require an additional crossing over the Sydney Water Canal from the Lakeside Development.</p>

Submission Issue		Officer Response
8	<ul style="list-style-type: none"> • Expressed objection to potential loss of views on Silvester Way and impact on privacy. • Identified carparking as a concern. 	<p>It is recommended that amendments are made to the layout of the Crest Masterplan to accommodate concerns, ensuring views are not impacted to this area.</p> <p>Identified areas for carparks have been reviewed and are recommended to be amended to minimise resident and traffic impacts.</p>
9	Concern over Wildlife Buffer Zone for Sydney Airport	Any requirements pertaining to the Western Sydney Airport and the Wildlife Buffer Zone will be considered as part of detailed planning and design.
10	<ul style="list-style-type: none"> • Submission requested further information on the animal care facility and playground design. • Requested consideration of the inclusion of a water play space. 	<p>Plans for structures will be provided at detailed design.</p> <p>Animal care facility not recommended at this location.</p> <p>Waterplay space has not been considered due to the lack of supporting infrastructure required.</p>
11	Objection to the animal care facility	<p>Recommended that this facility is not located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>

Submission Issue		Officer Response	
12	Objection to the animal care facility	Recommended that this facility is not located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.	
13	<ul style="list-style-type: none"> • Identified request for a walking track to be included within the Masterplan to encourage people to get out and exercise • Would like more trees and shade to be included • Strongly opposed to the animal care facility 	<p>Shared pathways are included within the draft Masterplan. The existing masterplan has a circular path network that will wind through bushland and grasslands as well as areas of active play.</p> <p>The draft Masterplan includes a number of areas of landscaping and Planting to improve the environmental outcomes on the site.</p> <p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>	

		Submission Issue	Officer Response
14	<ul style="list-style-type: none"> Submission raised concern with animal care facility, feeling that having it at this location will impact on the view of open space as you enter into the Crest Estate. Concerns also raised regarding the potential noise impacts of the facility. Request moving a number of play areas towards the north of the Masterplan in place of the animal facility. Concerns raised regarding potential "development" at views 5-8 of the Masterplan. Submission identified existing traffic on Silverster Way and identified user behaviour issues at this point may increase concerns. Suggest the monies for this development would be better utilised in fixing road concerns. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>It is recommended that a fencing dog training and exercise facility be located in this area. The site is constrained by the gas easement, which restricts the allocation of other uses as identified.</p> <p>Further detailed design and analysis needs to be undertaken at this point to mitigate traffic and privacy impacts on adjacent residents.</p> <p>Noted.</p>	
15	<ul style="list-style-type: none"> Submission raised concern over the animal care facility in relation to compatibility with the residential nature of the land and impact on the Crest residents from noise. Requested consideration of a café or small shop in this location instead 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>It is not recommended that a permanent café or commercial shop be included in the Crest Masterplan. It is recommended however that infrastructure to support more temporary measures be included in detailed design ie (3</p>	

Submission Issue	Officer Response
<ul style="list-style-type: none"> Requested carparking (shown at No.5) be moved to where the current MIRVAC sales office is, this will reduce the need for people to drive into the Crest and impact on residents with traffic and noise. 	<p>phase power etc) to enable more temporary measures such as shipping container and food truck providers.</p> <p>Due to the proposed realignment of Raby Road the location of the MIRVAC sales office cannot be facilitated for this use. Carparking is proposed to be dispersed throughout the estate to improve accessibility to different elements throughout the estate.</p> <p>Detailed design will investigate opportunities to improve the access/egress to the carpark as noted, to minimise impacts on residents.</p>
<p>16</p> <ul style="list-style-type: none"> The submission raised concern over the animal care facility Request to see shops or a café as there is nothing in the estate. Would like to see the size of the playground at 16 (southern portion of the Masterplan) increased and focused on kids. Would like to see farm dams removed and replaced with a water feature. Concerns raised around parking at Gledswood Public School. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>It is not recommended that a permanent café or commercial shop be included in the Crest Masterplan. It is recommended however, that infrastructure to support more temporary measures be included in detailed design i.e. (3 phase power etc) to enable more temporary measures such as shipping container and food truck providers.</p> <p>The farm dam, removal and retention will be subject to further detailed design. Some of the dams will need to be removed due to safety, other dams/basins play a role in the</p>

Submission Issue		Officer Response
		wider water quality and retention for the Crest residential development. Noted re Parking at the School, this is not within the Crest Masterplan area.
17	Would like a pedestrian connection from the Crest to Cunningham Park, Gregory Hills.	Connecting Council's sport and recreation areas is supported. Further investigation will need to be undertaken into the viability of any linkages due to the impact on the Heritage Listed Sydney Upper Water Canal, and the requirement to get approval from a number of statutory bodies. Recommended that the Masterplan show an indicative connection.
18	Submission raised concern over the location of the animal care facility and concerns regarding the compatibility of uses, and impact on the rural and scenic qualities within the Crest and wider scenic hills.	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.

Submission Issue		Officer Response	
19	<p>Submission raised concern over the location of the animal care facility and concerns regarding the compatibility of uses, noise and disturbance of residents.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>	
20	<ul style="list-style-type: none"> • Concerns over the location of the animal care facility in the development and concerns regarding impact on visual aesthetics of the facility. • Requested consideration of the relocation of parking along the transmission easement, and retention of open space. • Would like to see some of the open areas left as paddocks to attract naïve animals to the area, and retention of some of the dams to attract birdlife. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>The draft Masterplan proposed to allocated parking throughout the development to improve accessibility across the site.</p> <p>All parking will be subject to detailed design in conjunction with consideration of traffic matters.</p> <p>One of the key objectives is to design a space that compliments the current natural environment.</p>	

Submission Issue		Officer Response
21	<ul style="list-style-type: none"> • Submission raised concern over animal care facility due to non-compatibility with residential area, and impact on the landscape. • Concerns raised regarding the location of carparking (05 on Masterplan) and request consideration of relocating the carpark to the site identified for the animal care facility. • Concerns that the learn to ride facility will be a visual impact on the greenbelt. • Supports the playground (02 on the Masterplan) but would like to see it relocated to the site identified for the animal facility. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>Additional carparking will be located at the site of the formally proposed animal facility for users of the open space areas. The masterplan proposed to provide parking throughout, to increase accessibility and reduce impact on residents. The carpark identified will be subject to further detailed design.</p> <p>The design and development of the playground and learn to ride facility take into consideration the natural views of the Crest. One of the key objectives is to design a space that complements the current natural environment.</p>
22	<p>Submission raised concerns over the animal care facility due to impact on scenic hills and the natural landscape.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>
23	<ul style="list-style-type: none"> • Submission recommended the hardcourts identified in the Masterplan be tennis or mini soccer courts. 	<p>The proposed hardcourts will be designed to accommodate a number of sports as per their multisport nature, including Futsal or mini soccer.</p>

Submission Issue		Officer Response	
	<ul style="list-style-type: none"> In the kickabout area, would like to see some soccer or rugby goals or similar. 		<p>The final design of the kickabout area will be considered in the detailed design.</p>
24	<ul style="list-style-type: none"> Submission raised concern over the animal care facility and potential noise impacts, and not compatible to surrounding uses. Request that a café replace the animal care facility. Request that the carpark (5 on the Masterplan) be moved to the site of the animal care facility. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>It is not recommended that a permanent café or commercial shop be included in the Crest Masterplan. It is recommended however that infrastructure to support more temporary measures be included in detailed design (i.e. 3 phase power etc) to enable more temporary measures such as shipping container and food truck providers.</p> <p>Due to the proposed realignment of Raby Road the location of the MIRVAC sales office cannot be facilitated for this use. Carparking is proposed to be dispersed throughout the estate to improve accessibility to different elements throughout the estate.</p> <p>Detailed design will investigate opportunities to improve the access/egress to the carpark as noted, to minimise impacts on residents.</p>	

Submission Issue		Officer Response
25	<ul style="list-style-type: none"> • Submission raised concern over the animal care facility and impact on streetscape. • Recommends a café be included in the masterplan. • Would like to see a hard court been used for tennis. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>It is not recommended that a permanent café or commercial shop be included in the Crest Masterplan.</p> <p>It is recommended however that infrastructure to support more temporary measures be included in detailed design (i.e. 3 phase power etc) to enable more temporary measures such as shipping container and food truck providers.</p> <p>The dimensions and end use of the courts will be considered as part of the detailed design phase. This request is noted.</p>
26	<ul style="list-style-type: none"> • Submission raised concern over the animal care facility and potential on the natural landscape, noise concerns and incompatible to surrounding uses. • Supports the remainder of the Masterplan. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>

Submission Issue		Officer Response
27	<ul style="list-style-type: none"> • Concerns raised relating to the animal care facility due to noise and odour impacts and incompatibility with surrounding uses. • Privacy concerns relating to the proposed Shelter identified at 16 on the Masterplan and associated pathway. Also raised the potential for antisocial behaviour due to lack of surveillance. • Concerns raised regarding the proposed walking track. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>It is recommended that the draft Masterplan be amended to remove the shelter identified at 16 on the Masterplan, and the shelter be relocated to a more appropriate location.</p> <p>The detailed design of the walking track will need to consider the impacts for adjacent residents and look to implement buffer planting, and appropriate fencing and or landscaping treatments to mitigate impacts.</p>
28	<ul style="list-style-type: none"> • Submission raised concern over the animal care facility and impact on the residents in the area, with regards to noise and amenity. • Questions regarding the drainage basins and the design of the managed lawn areas. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>The farm dam removal and retention will be subject to further detailed design. Some of the dams will need to be removed due to safety, other dams/basins play a role in the wider water quality and retention for the Crest residential development and will need to be retained.</p> <p>The design of the managed lawn areas will be undertaken as part of the detailed design phase.</p>

Submission Issue		Officer Response	
29	<ul style="list-style-type: none"> • Submission raised concerns over the animal care facility due to impact on scenic quality, not compatible with surrounding residential. • Raised question regarding planting ring identified at #12 on the Masterplan. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>The detailed design phase will further consider the species and layout of planting identified at #12.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>
30	Submission raised concerns over the animal care facility due to impact on scenic quality, not compatible with surrounding residential area.	Recommended that the animal care facility not be located within the Crest Masterplan.	Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.
31	Submission raised concern over the potential privacy impacts from the playground located near Stanham Cct (#19 on the Masterplan), this is due to the topography in the area.	The final design and location of this playground will be investigated further at detailed design. This consideration will take into account privacy concerns as identified.	
32	The submission raised concern over the location of BBQ's and amenities in specific locations and felt that better distribution should be considered, particularly with activation towards the southern end of the Masterplan.	Detailed design will further investigate the best options and locations for amenities and BBQ areas. It is recommended that the Masterplan be adjusted to reflect consideration of more amenity in this southern area.	

Submission Issue		Officer Response	
33	<ul style="list-style-type: none"> • Submission raised concern over the potential privacy impacts from the playground located near Stanham Cct (#19 on the Masterplan), this is due to the topography in the area. • Raised concerns regarding the animal care facility at the entrance to the estate in terms of the aesthetic impact. 	<p>The final design and location of this playground will be investigated further at detailed design. This consideration will take into account privacy concerns as identified.</p> <p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>	
34	<ul style="list-style-type: none"> • The submission raised concern over the location of BBQ's and amenities in specific locations and felt that better distribution should be considered particularly with activation towards the southern end of the Masterplan • Would like to keep the playground identified at #19 in the Masterplan to provide something in this area for the children. • Request consideration of access to Cunningham Park, Gregory Hills. 	<p>Detailed design will further investigate the best options and locations for amenities and BBQ areas. It is recommended that the Masterplan be adjusted to reflect consideration of more amenity in this southern area.t</p> <p>Noted - The final design and location of this playground will be investigated further at detailed design. This consideration will take into account privacy concerns as identified in some submissions.</p> <p>Connecting Council's sport and recreation areas is supported. Further investigation will need to be undertaken into the viability of any linkages due to the impact on the Heritage Listed Sydney Upper Water Canal, and the requirement to get approval from a number of statutory bodies.</p> <p>Recommended that the Masterplan show an indicative connection.</p>	

Submission Issue		Officer Response	
35	Noted their support for the animal care facility and would like to ensure a focus for cats at the facility would be included	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.	
36	Submission requested further information on the playground for #19 of the Masterplan.	The detailed design of the Playground hasn't yet been undertaken. Further input will be sought as part of the ongoing detailed design of the Masterplan.	
37	<ul style="list-style-type: none"> Submission raised concerns about the animal care facility with regards to the odour and noise impacts on residents, the additional road traffic generated by the facility, and the incompatibility of land uses. Submission also raised concerns about the viewing platform located on Stanham Cct. 	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>The location of viewing platforms and gardens has been considered to reflect concerns and will be clarified at detailed design.</p>	

Submission Issue		Officer Response	
38	Concern of the inclusion of the animal care facility within the development due to the noise impacts.	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.	
39	Submission identified a request to have the pathway access around Stanham Cct cater for wheelchair access.	Detailed design will provide the best options and locations for pathways as well as ensuring the accessibility around the site, it is recommended that the Masterplan be amended to reflect this request.	
40	APA Group Submission – Identifies requirements to be met when developing adjacent to and across Gas Pipelines and easements. No concerns raised in submission just noting that further engagement at detailed design stage is necessary.	The location of gas lines (both APA and Jemena) must be surveyed for appropriate light outdoor activities to be located. Early engagement with APA and Jemena Group is required in the design phase.	
41	Submission raised concern over the animal care facility due to impact on the suburban area.	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.	

Submission Issue		Officer Response	
42	<p>Raised concerns with regards to the animal care facility on the site and not being compatible with the intent of the dedication of the land.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>
43	<p>Raised concerns with regards to the animal care facility on the site and not been compatible with the intent of the dedication of the land.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>
44	<ul style="list-style-type: none"> • Submission raises concerns regarding the impact on the landscape, and protection of the natural amenity. • Concerns identified regarding the animal care facility with regards to compatibility and noise impacts. • Suggests that the Learn to Ride Facility be located at Galloway Green as to not impact on the natural amenity. • Concerns about the carpark at #5 on the Masterplan, due to the visual and traffic impact. 	<p>The key objective of the masterplan is to develop the site to achieve a balance of active and passive use, whilst retaining and embellishing the environmental outcomes. The detailed design phase will be key to identifying opportunities to do so.</p> <p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>The detailed design of the Learn to Ride facility will consider opportunities to reduce visual impacts for residents.</p>	<p>The key objective of the masterplan is to develop the site to achieve a balance of active and passive use, whilst retaining and embellishing the environmental outcomes. The detailed design phase will be key to identifying opportunities to do so.</p> <p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p> <p>The detailed design of the Learn to Ride facility will consider opportunities to reduce visual impacts for residents.</p>

Submission Issue		Officer Response	
			The detailed design of carparking will look to distribute carparking throughout the site and lessen the impact on adjacent residents where possible. In addition, detail design will review the location and access/egress points for parking such as #5 on the Masterplan to identify opportunities to mitigate impacts.
45	Submission expressed support for the animal care facility in this location.	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.	
46	<ul style="list-style-type: none"> • Submission identified concerns regarding the animal care facility. • Requested consideration of animal grazing fields in the masterplan to retain rural feel. 	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.	Noted request for animal grazing.
47	Expressed support for the animal care facility in this location	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as	

Attachment 3 **ORD05**

Submission Issue		Officer Response
		off leash dog areas and dog training areas will be considered.
48	Expressed support for the animal care facility	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.
49	Expressed support for the animal care facility	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.
50	Expressed support for the animal care facility	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.
51	Expressed support for the animal care facility	Recommended that the animal care facility not be located within the Crest Masterplan. Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.

Submission Issue		Officer Response	
52	<p>Submission received by Jemena – Re Gas Easement</p> <p>Submission identifies a number of areas that will need to have further engagement as part of detailed design.</p>	<p>off leash dog areas and dog training areas will be considered.</p> <p>The location of gas lines (both APA and Jemena) must be surveyed for appropriate light outdoor activities to be located.</p> <p>Early engagement with APA and Jemena Group is required in the design phase.</p>	
53	<p>Submission raise concerns with the animal care facility and notes it is not in keeping with the purpose of the land dedication.</p>	<p>Recommended that the animal care facility not be located within the Crest Masterplan.</p> <p>Other potential sites within the LGA to be considered for a future animal holding facility. Other compatible uses such as off leash dog areas and dog training areas will be considered.</p>	
54	<p>Supportive of the masterplan but would like to ensure that the proposed pathways do not impact on private land</p>	<p>The detailed design will investigate the best options and locations for pathways. It is confirmed that the pathways located on the Masterplan to do not impact the private land identified or limit access.</p>	

HILDER RESERVE DRAFT MASTERPLAN

LEGEND

- 01 SENIOR LEAGUE BASEBALL FIELD INCLUDING TWO DUGOUTS, TWO COACHES BENCHES, TWO BULLPENS AND TWO FOOLDLIGHTS
- 02 LITTLE LEAGUE BASEBALL FIELDS EACH INCLUDING TWO DUGOUTS, TWO COACHES BENCHES AND TWO FOOLDLIGHTS
- 03 BATTING CAGE x 4
- 04 SPORTS FACILITY BUILDING
- 05 SHELTER AND PICNIC SETTING
- 06 REFURBISHED EXISTING AMENITY BUILDING AND INCLUDE NEW SHELTER, PICNIC SETTING AND BBQ
- 07 POTENTIAL FOR MULTI-USE PASSIVE RECREATION
- 08 1.5m FOOTPATH
- 09 SANDSTONE BLOCKS AS INFORMAL SEATS AND RETAINING WALLS
- 10 PROPOSED PLAYGROUND AND SHADE STRUCTURE
- 11 PROPOSED YOUTH FITNESS AND PLAY AREA INCLUDING SEATS AND UMBRELLAS
- 12 2.8m FOOTPATH
- 13 ENTRY TO HILDER RESERVE
- 14 FORMALISED ON STREET PARKING BAYS
- 15 EXISTING VALUABLE TREES TO REMAIN FOR AMENITY AND SHADE
- 16 PROPOSED TREES
- 17 PROPOSED GARDEN BEDS
- 18 PROPOSED HERB GARDEN BEDS FOR RESIDENTS AND SCHOOL EDUCATIONAL USES
- 19 EXISTING PLANTED STORMWATER CANAL
- 20 HILDER RESERVE BOUNDARY



SCALE 1:500 @ A1



Deed

**Pondicherry Part Precinct (Tranche 41)
Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Date:

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Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Pondicherry Part Precinct (Tranche 41)
Planning Agreement

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Pondicherry Part Precinct (Tranche 41) Planning Agreement

Summary Sheet

Council:

Name: The Council of Camden
Address: 70 Central Avenue, Oran Park, NSW 2570
Telephone: (02) 4654 7777
Email: mail@camden.nsw.gov.au
Representative: Ron Moore – General Manager

Developer:

Name: Greenfields Development Company No.2 Pty Ltd
Address: 1675 The Northern Road BRINGELLY NSW 2556
Telephone: (02) 9043 7575
Email: mowens@greenfields.net.au
Representative: Mick Owens – General Manager, Property

Landowner:

Name: Leppington Pastoral Co Pty Ltd
Address: 1675 The Northern Rd BRINGELLY NSW 2556
Telephone: (02) 4773 4291
Email: tim.bryan@perichgroup.com.au
Representative: Tim Bryan

Land:

See definition of *Land* in clause 1.1.

Development:

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**Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

See definition of *Development* in clause 1.1.

Development Contributions:

See clause 9 and Schedule 1.

Application of s7.11, s7.12 and s7.24 of the Act:

See clause 8.

Security:

See Part 4.

Registration:

See clause 40.

Restriction on dealings:

See clause 41.

Dispute Resolution:

See Part 3.

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Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Pondicherry Part Precinct (Tranche 41) Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW 2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965 of 1675 The Northern Rd BRINGELLY NSW 2556 (**Developer**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd BRINGELLY NSW 2556 (**Landowner**)

Background

- A The Landowner owns the Land.
- B The Developer has sought the preparation of the Planning Proposal to facilitate development on the Land.
- C The Planning Proposal seeks amendment to the *Camden Local Environmental Plan 2010* in respect of the Land to amend the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* and the LEP to rezone the Land from RU1 Primary Production to R2 Low Density Residential and E2 Environmental Conservation.
- D The Developer is prepared to make Development Contributions to the Council in accordance with this Deed in connection with the LEP Amendment and the carrying out of the Development.

Operative provisions

Part 1 - Preliminary

1 Interpretation

- 1.1 In this Deed the following definitions apply:

Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

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 *Local Government Act 1993*, 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,
 - (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Charge means the charge referred to in clause 32.1.

Charge Land means land comprising Lot 401 in Deposited Plan 1223631, or such other land as is accepted as the Charge Land under clause 31.

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

Clearance Certificate means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Contribution Value in relation to a Development Contribution Item means the \$ amount specified in Column 7 of the table in Schedule 1 in respect of that Development Contribution Item or as agreed between the Parties as the value of the Development Contribution Item indexed from the date specified in Column 7 of the table in Schedule 1 in accordance with the CPI.

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

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

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.

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Design Approval and Maintenance Schedule means the table in Schedule 2.

Development means development, within the meaning of the Act, of the Land involving the subdivision of the Land to create up to 470 Final Lots and associated works, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

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 s7.4(3)(g) of the Act.

Development Contribution Item means an item of Development Contribution specified in Column 1 of Schedule 1 or otherwise as agreed between the Parties in accordance with this Deed.

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

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

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.

Force Majeure means any event or circumstance not within the control of the party claiming Force Majeure, and which, by exercise of reasonable diligence, that party was and is not reasonably able to prevent or overcome, including:

- (a) an act of God including but not limited to any pandemic or epidemic;
- (b) a strike, lock out or other industrial disturbance;
- (c) an act of an enemy or terrorist, including war, blockade or insurrection;
- (d) an act of any third party, including any accidental or malicious act, or vandalism; or
- (e) a riot or civil disturbance.

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Foreign Resident Capital Gains Withholding Amount mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the *Taxation Administration Act 1953* (Cth).

Growth Centres SEPP means the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

GST has the same meaning as in the GST Law.

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

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

Land means that land identified in the Plan contained at Schedule 4, and includes any lot created by the subdivision or consolidation of that land.

LEP means the *Camden Local Environmental Plan 2010*.

LEP Amendment means an amendment to the LEP as a result of the Planning Proposal.

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.

Net Developable Area or **NDA** means the area, in hectares, which is proposed to be developed for residential purposes and in respect of a Stage, means such area, in hectares, of the Stage.

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

Party means a party to this Deed.

Planning Proposal means the document proposing amendments to the LEP prepared under s3.33 of the Act and dated September 2020, Rev D (as amended from time to time) the subject of a gateway determination under s3.34 of the Act (including any amendment to that gateway determination) and as varied pursuant to s3.35 of the Act, proposing to amend Growth Centres SEPP and the LEP to rezone the Land from RU1 Primary Production to R2 Low Density Residential and E2 Environmental Conservation.

Rectification Notice means a notice in writing:

- (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 in accordance with the CPI from the date of this Deed.

Stage means a stage of the Development as shown on the Works Plan or as otherwise approved in writing by the Council for the purposes of this Deed.

Subdivision Certificate has the same meaning as in the Act.

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

Works Plan means the plan in Schedule 3.

- 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.
- 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 employees, 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.

Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.
- 2.2 The Developer and the Landowner agree that on and from the date they each execute this Deed until the date on which this deed commences, clauses 32, 33, 34 and 41 of this Deed operates as a deed poll by the Developer and Landowner in favour of the Council.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
- 3.1.1 all executed the same copy of this Deed, or
- 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed applies to the LEP Amendment, 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 and 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.

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Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

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8 Application of s7.11, s7.12 and s7.24 of the Act to the Development

- 8.1 This Deed excludes the application of s7.11 and s7.12 of the Act to the Development.
- 8.2 This Deed does not exclude the application of s7.24 of the Act to the Development.

Part 2 – Development Contributions

9 Provision of Development Contributions

- 9.1 The Developer and 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.
- 9.2 Any Contribution Value specified in this Deed in relation to a Development Contribution comprising the carrying out of Work or dedication of land does not serve to define the extent of the Developer's and Landowner's obligation to make those Development Contribution.
- 9.3 The Council is to apply each Development Contribution made by the Developer 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 only apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if:
- 9.4.1 the Council is unable to apply a Development Contribution for the public purpose specified in this Deed due to a reason that is outside of the control of the Council (e.g. if the Council is prohibited from doing so by law); or
- 9.4.2 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, provided that the Council reasonably considers that the new public purpose better serves the Development and that the Developer is consulted as to the proposed change in public purpose prior to the Council making any decision in that regard.
- 9.5 Despite clause 9.4, Council must not apply the Monetary Development Contributions made under this Deed towards a public purpose that is not the public purpose specified in Schedule 1 of this Deed, being the upgrade to playing fields at Jack Brabham Reserve, or alternatively an upgrade of active public open space in the vicinity of the Land subject to this Deed, unless the Developer is first consulted as to the change in public purpose and the Council considers the Developer's response in that regard.

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Pondicherry Part Precinct (Tranche 41) Planning Agreement
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Leppington Pastoral Co Pty Ltd

10 Payment of monetary Development Contributions

- 10.1 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.

11 Dedication of land

- 11.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 11.1.1 the Council is provided with:
- (a) a Clearance Certificate that is valid at the time of dedication of land, or
 - (b) the Foreign Resident Capital Gains Withholding Amount in respect of the land to be dedicated, and
- 11.1.2 one of the following has occurred:
- (a) 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 *Local Government Act 1993*, or
 - (b) the Council is given:
 - (i) an instrument in registrable form under the *Real Property Act 1900* duly executed by the registered proprietor as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
 - (ii) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (iii) 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, Or
 - (c) the Council is given evidence that a transfer has been effected by means of electronic lodgement through Property Exchange Australia Ltd or another ELNO.
- 11.2 The Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 11.3 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 as otherwise agreed in writing by the Council.
- 11.4 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, the Landowner may request that Council

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Camden Council
Greenfields Development Company No.2 Pty Ltd
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agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

- 11.5 Despite any other provision of this Deed, if the Landowner is required to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Landowner is to comply with clause 11.1.2(b) not later than 7 days after the Work is completed for the purposes of this Deed.

12 Work Health & Safety Obligations

Definitions

- 12.1 In this clause:

Designer means a person referred to in s22(1) of the WHS Act.

Principal Contractor means a person with whom the Developer has entered into an agreement to construct, install or commission a Work required to be provided by the Developer under this Deed.

Supplier means a person referred to in s25(1) of the WHS Act.

WHS Act means the *Work Health & Safety Act 2011* (NSW) and includes any regulations made under that Act.

Work means a Work required to be provided by the Developer under this Deed.

Workplace has the same meaning as in the WHS Act.

Relationship to WHS Act

- 12.2 In the event of any inconsistency between an obligation imposed by or under the WHS Act and an obligation imposed by this clause 12, the obligation imposed by or under the WHS Act will prevail to the extent of the inconsistency.

General obligation to comply with WHS Act

- 12.3 The Developer must:
- 12.3.1 ensure compliance with the WHS Act relating to the design of a Work, and
 - 12.3.2 ensure, and must procure that the Principal Contractor ensures, compliance with the WHS Act relating to the supply, construction, installation or commissioning of a Work.
- 12.4 Clauses 12.5 – 12.12 apply without limiting the generality of the obligation imposed by clause 12.3.

Management & control of workplace where Work is to be provided

- 12.5 In so far as the Developer or the Principal Contractor has management or control of the Workplace where a Work is required to be provided, the Developer must ensure or procure that the Principal Contractor ensures, so

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far as is reasonably practicable, that the Workplace, and the means of entering and exiting the Workplace, and anything arising from the Workplace, are without risks to the health and safety of any person.

Management & control of fixtures, fittings & plant where Works are carried out

- 12.6 In so far as the Developer or the Principal Contractor has the management or control of fixtures, fittings or plant, in whole or in part, at a Workplace where a Work is required to be provided, the Developer is to ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the fixtures, fittings and plant are without risks to the health and safety of any person.

Design of Work

- 12.7 In respect of a Work to which clause 14 applies, the Developer must provide to the Council a copy of the final design of a Work, certified by the Designer, before the Work is constructed, installed or commissioned.
- 12.8 In respect of a Work to which clause 14 applies, the Developer must ensure that the Designer of a Work ensures, so far as is reasonably practicable, that the Work is designed to be without risks to the health and safety of persons as required by the WHS Act.
- 12.9 Without limiting the obligation imposed by clause 12.8, the Developer must ensure that the Designer of a Work ensures that the Work is designed in accordance with the applicable provisions of the document titled '*Safe Design of Structures - Code of Practice*' dated October 2018 published by Safe Work Australia or any document which is substituted for or replaces that document.
- 12.10 The Developer's obligation under clause 12.8 applies irrespective of whether the design of the Work required the Council's approval or the Council was consulted in the preparation of the design.
- 12.11 The Developer must ensure that the Designer provides to the Council adequate, current and relevant information about the design of a Work as required by the WHS Act.

Construction, installation & supply of Work

- 12.12 The Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the way a Work is supplied, installed, constructed or commissioned ensures that it is without risks to the health and safety of persons as required by the WHS Act.
- 12.13 The Developer must ensure or procure that the Principal Contractor ensures that the Supplier of any part of a Work provides to the Council adequate, current and relevant information about the Work as required by the WHS Act.

13 Carrying out of Work

- 13.1 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

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accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.

13.2 Subject to clause 13.3, 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.

13.3 If the Council requires the Developer to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed after:

13.3.1 the approval of the relevant design or specification by the Council in accordance with clause 14 of this Deed; or

13.3.2 any relevant Approval from an Authority for the Work has been granted,

the Council must bear, at its sole cost, any additional costs incurred by the Developer in complying with the requirements of the Council with respect to the modification to a design or specification, or relevant Approval.

14 Approval of design of Work

14.1 This clause 14 applies to a Development Contribution Item comprising a Work for which 'Yes' is specified in Column 3 of the table in the Design Approval and Maintenance Schedule corresponding to the item, or for which Development Consent has not yet been granted as at the date of this Deed.

14.2 Prior to lodging any application seeking Approval for a Work (including any Development Application), the Developer is to obtain the Council's approval under this clause for the design and specifications for the Work unless otherwise agreed in writing by the Council in relation to the Work.

14.3 Prior to commencing design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location (generally in accordance with the Works Plan), design, materials and specifications for the provision of the Work.

14.4 When requesting Council's requirements under clause 14.3, the Developer may provide a proposal, including preliminary concept designs, to assist Council in preparing its requirements.

14.5 The Council is to provide the Developer with its requirements for the Work in writing within 40 business days of receiving the request under clause 14.3.

14.6 Once the Developer receives the Council's requirements for a Work under clause 14.5, the Developer is to provide the initial design for the Work to Council for the Council's approval.

14.7 If Council does not provide the requirements for the works within the timeframe specified in clause 14.5, the Developer may proceed to prepare and lodge the initial design of the work.

14.8 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 40 business days of receiving the initial design from the Developer.

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- 14.9 The Developer is to make any change to the initial design for the Work required by the Council.
- 14.10 Once the initial design for a Work is approved, the Developer must submit a full copy of the draft application for Approval for the Work to Council and seek written certification from Council that the application for Approval is consistent with the approved initial design of the Work, and the Council must either provide the written certification, or advise the Developer that it will not provide the written certification and the reasons why, within 14 days.
- 14.11 Subject only to clause 14.12, the Developer is not to lodge any application for Approval for a Work to which this clause 14 applies unless:
- 14.11.1 the Council has first approved the initial design for the Work; and
- 14.11.2 Council has provided its written certification under clause 14.10 for that application.
- 14.12 Notwithstanding clause 14.11:
- 14.12.1 if Council does not provide a response to the initial design submitted by the Developer within the time frame required in clause 14.8, the Developer may lodge an application for an Approval for the Work consistent with the initial design submitted to Council, and
- 14.12.2 if Council does not provide a response the draft application for Approval for the Work within the time frame required in clause 14.10, the Developer may lodge the application for an Approval for the Work consistent with the initial design approved by the Council.
- 14.13 The Developer is to bear all Costs associated with obtaining the Council's approval or certification under this clause.
- 14.14 Following Approval being issued for a Work, the Developer is to work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 14.15 Subject to clause 14.19. 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.
- 14.16 The Council is to provide the written certification referred to in clause 14.15, or notify the Developer that it will not provide the written certification and the reasons why, within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer.
- 14.17 Council's written certification specified in clause 14.15 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.
- 14.18 Subject to clause 14.19, an application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 14.16 when lodged with the Certifying Authority.
- 14.19 Notwithstanding clauses 14.15 and 14.18 if Council does not provide a response to the detailed design submitted by the Developer within the time frame required in clause 14.16, the Developer may lodge an application for a Construction Certificate for the Work consistent with the detailed design submitted to Council.

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- 14.20 For the avoidance of doubt, nothing in this clause operates to fetter the Council's discretion, as consent authority, in determining any application for Approval for the Work

15 Maintenance Regime and Vegetation Management Plan

- 15.1 If 'Yes' is specified in Column 4 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1, then the Developer is to prepare:
- 15.1.1 a detailed maintenance regime for that Work for the Maintenance Period specified in Column 5 of that Schedule corresponding to that Work, and
- 15.1.2 a detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 15.2 If 'Yes' is specified in Column 6 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1 then the Developer is to prepare a draft Vegetation Management Plan for the land on which the Work is to be located.
- 15.3 A detailed maintenance regime and costings prepared under clause 15.1, and a draft Vegetation Management Plan prepared under clause 15.2 are to be provided to the Council for the Council's approval at the following times:
- 15.3.1 if design approval is required under clause 14 – at the same time as it provides the initial design for the Work to the Council,
- 15.3.2 if design approval is not required under clause 14 – within 1 month of the Developer obtaining Development Consent from the relevant Authority for the relevant Work, or 1 month after the commencement of the Deed, whichever is later.
- 15.4 The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft Vegetation Management Plan within 1 month of receiving them from the Developer.
- 15.5 The Developer is to make any change to the detailed maintenance regime, detailed costings and draft Vegetation Management Plan required by the Council and re-submit them to the Council for approval and clause 15.4 re-applies to the amended documents.

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.

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- 16.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work and submit the variation to the Council for approval. Subject to clause 16.5, the Developer is to promptly comply with any such direction at its own cost.
- 16.5 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council must 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.
- 16.6 The Council must pay the amount referred to in clause 16.5 to the Developer after the Work is complete, and within 28 days of receipt of a tax invoice for the amount claimed and documentation which demonstrates the increase in costs as a result of the variation requested by the Council.
- 16.7
- 16.8 The Developer may request that the Council approve a variation to the Development Contribution Items comprising a Work to be provided under this Deed.
- 16.9 The Council, in its absolute discretion, may agree to a variation of the Development Contribution Items comprising a Work, provided that:
- 16.9.1 the variation does not result in the sum of the Contribution Values of all Development Contributions Items falling below the sum of the Contributions Values of all Development Contribution Items as at the date of this Deed; and
- 16.9.2 the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 16.10 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Development Contribution Items.
- 16.11 If a variation is made to the Development Contribution Items pursuant to this clause, then Schedule 1 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 16.12 A variation to the Development Contribution Items or the staging of the provision of the Development Contribution Items under this clause does not require a variation to this Deed.

17 Access to land by Developer

- 17.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any Council owned or controlled land approved by the Council in order to enable the Developer to properly perform its obligations under this Deed.
- 17.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 17.1.

18 Access to land by Council

- 18.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to

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remedy any breach by the Developer of its obligations under this Deed relating to the Work.

- 18.2 The Council is to give the Developer and Landowner prior reasonable notice before it enters land under clause 18.1.
- 18.3 In accessing the land, the Council must ensure that it complies with the reasonable directions of the Developer, including in respect to the protection of people and property.

19 Protection of people, property & utilities

- 19.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 19.1.1 all necessary measures are taken to protect people and property,
- 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 19.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 19.2 Without limiting clause 19.2, 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.

20 Developer to Repair and Maintain Work

- 20.1 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.
- 20.2 The Developer is to carry out its obligation under clause 20.1 at its own cost and to the satisfaction of the Council.

21 Deferral of Work

- 21.1 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 that Work is required to be completed under this Deed, then:
- 21.1.1 the Developer is to provide written notice to the Council to that effect;
- 21.1.2 the Developer is to provide the Council with a Security for 110% of the amount of Contribution Value that is equivalent to the proportion of the uncompleted part of the Work before the date on which the Work is required to be completed under this Deed;
- 21.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
- 21.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's

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- revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
- 21.1.5 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 21.1.4.
- 21.2 If the Developer complies with clause 21.1, 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 Schedule 1.
- 21.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 21.1.5, then the Council may call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 21.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.
- 21.5 If a party by reason of Force Majeure is delayed in performing or carrying out an obligation under this Deed and cannot perform or carry out the obligation by the time it is required to be performed or carried out, then that obligation is suspended for so long and to the extent that it is reasonably affected by the Force Majeure. In that case, the affected party must give notice to the other party with reasonable particulars including, so far as it is known, the probable extent to which the party will be reasonably delayed in performing or carrying out its obligations. A party is not liable for any reasonable delay in the performance of any of its obligations under this Deed to the extent that the delay is attributable to Force Majeure, regardless of the length of time for which the Force Majeure continues. For the avoidance of doubt, it is noted that a party to this Deed may still suffer damage which that party may seek to recover from a third party, due to a delay in the performance of an obligation under this Deed by a party to this document, attributable to circumstances amounting to Force Majeure which involve the third party.
- 21.6 If a party by reason of Force Majeure is unable to perform or carry out an obligation under this Deed then the parties are to meet and negotiate in good faith any reasonable amendments to this Deed.
- 21.7 Clauses 21.5 and 21.6 do not apply to any obligation to make a payment.

22 Completion of Work

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

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- 22.3 Within seven (7) days of inspecting a Development Contribution Item that is the subject of a Completion Notice, the Council must give the Developer a notice:
- 22.3.1 confirming that the Development Contribution Item has been completed in accordance with this Deed; or
- 22.3.2 advising:
- (a) that the Council does not accept that the Development Contribution Item 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 Council does not provide a notice under clause 22.3 within the time frame specified in that clause, the Development Contribution Item that is subject to the Completion Notice will be deemed to have been completed in accordance with this Deed.
- 22.6 If the Developer does not accept the matters contained in a notice issued by the Council under clause 22.3.2, then the Developer may, within 14 days of the notice:
- 22.6.1 serve notice on the Council 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 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 22.6, or
- 22.7.2 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 clause 26, as the case may be, then
- the Developer must issue a further Completion Notice with respect to that Development Contribution Item and clauses 22.2 to 22.7 inclusive reapply.
- 22.9 A Development Contribution Item comprising a 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 Development Contribution Item is complete; or
- 22.9.2 if an expert has determined clause 26 that the Work is complete for the purposes of this Deed, on the date of the expert determination .

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- 22.10 If the Council is the owner of the Land on which a Development Contribution Item has been completed, the Council assumes responsibility for the Work upon the date that Development Contribution Item 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 is to Maintain any Development Contribution Item for which a Maintenance Period is specified in Column 5 of the table in Schedule 2 for the Development Contribution Item, during that Maintenance Period.
- 22.12 For the purpose of and without limiting clause 21.11, if a detailed maintenance regime has been approved by the Council under clause 14.8 in respect of a Development Contribution Item, then the Developer is to Maintain the Development Contribution Item in accordance with that detailed maintenance regime.

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, being the copyright owner in the plan referred to in clause 24.1, 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 Land and make good any damage or disturbance to the land as a result of that removal, and
- 25.1.2 leave the land in a neat and tidy state, clean and free of rubbish.

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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 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.

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- 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 Upon the execution of this Deed by all of the Parties:
- 28.1.1 the Developer is to provide the Council with Security in the amount of \$1,450,000.00; and
- 28.1.2 the Developer and Landowner are to procure the provision to the Council of Security in the form of a registered charge over the Charge Land in accordance with clause 32.
- 28.2 The Developer and Landowner are to ensure at all times that the Council holds Security equal to the greater of:
- 28.2.1 the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed from time to time, within the meaning of this Agreement (**Outstanding Work**);
- 28.2.2 10% of the sum of the Contribution Values of all Development Contribution Items comprising the dedication of land and the carrying out of Works, which:
- (a) are not complete from time to time, within the meaning of this Agreement (if the Development Contribution Item is a Work); or
- (b) have not been provided from time to time (if the Development Contribution Item is the dedication of land),
- (**Outstanding Land and Works Items**); or
- 28.2.3 \$1,000,000.00,
- provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below \$1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items.
- 28.3 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the CPI and the Developer and Landowner are to ensure that the Security held by the Council at all times equals the indexed amount notified to the Developer and Landowner by Council.
- 28.4 The Council, in its absolute discretion and despite clause 17, 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 and Landowner have not provided the Security to the Council in accordance with this Deed.

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29 Call-up of Security

- 29.1 Notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, the Council may call-up and apply the Security in accordance with clause 38 if, in its absolute discretion and despite clauses 26 and 27, it considers that the Developer has breached this Deed.
- 29.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 29.3 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer and Landowner, require the Developer and Landowner 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.

30 Release & return of Security

- 30.1 The Council is to release and return the Security or any unused part of it to the Developer within 28 days of completion by the Developer of all of its obligations under this Deed to the satisfaction of the Council.
- 30.2 The Developer may at any time provide the Council with a replacement Security in the amount of the Security required to be provided under this Deed.
- 30.3 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer within 28 days of receipt of the replacement Security.

31 Valuation of Charge Land and Alternative Charge Land

- 31.1 Council will, on or near each anniversary of the date of this Deed, appoint a valuer to conduct a valuation of the Charge Land.
- 31.2 The valuer is to be agreed between Council, the Developer and Landowner and, failing agreement, will be appointed by the Council.
- 31.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by the Developer.
- 31.4 The Developer and Landowner are to provide Council, on each anniversary of the date of this Deed, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.
- 31.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require the Developer and Landowner to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.
- 31.6 The Landowner may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the Charge over the Charge Land.

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- 31.7 On receipt of a notice under clause 31.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the alternative site has a value which, when added to the other Security held by Council under this Deed, equals the amount of Security required to be held under this Deed, Council will approve the grant of a charge over the alternative site, and will discharge the Charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.
- 31.8 Clauses 31.2 and 31.3 apply to the appointment of a valuer for the purposes of clause 31.7.
- 31.9 The Landowner is to grant access to any valuer appointed under this clause 31 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 31.10 The Developer is to bear the Council's costs associated with registration of any Charge over the Charge Land or any alternative site, and the discharge of any such Charge.

32 Grant of Charge

- 32.1 On the date of execution of this Deed, the Landowner grants to the Council a fixed and specific charge over the Landowner's right, title and interest in the Charge Land, to secure:
- 32.1.1 the performance of the Developer's obligation to make monetary Development Contributions under this Deed, and
- 32.1.2 any damages that may be payable to the Council, or any costs which may be incurred by the Council in the event of a breach of this Deed by the Developer or Landowner.
- 32.2 Upon the execution of this Deed by the Landowner, the Landowner is to give to the Council an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner that is effective to register the Charge on the title to the Charge Land.
- 32.3 If the Charge Land comprises part only of a lot in a deposited plan at the time that the instrument referred to in clause 32.2 is required to be given, the Landowner is to give the Council an instrument that charges a greater area of the Land which includes the whole of the Charge Land.
- 32.4 The Landowner is to do all other things necessary, including execute all other documents, to allow for the registration of the Charge.

33 Caveat

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

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34 Priority

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

35 Enforcement of Charge

- 35.1 If Council is entitled to call up any Security in respect of a breach of this Deed by the Developer or Landowner, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 35 applies.
- 35.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers, authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:
- 35.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,
- 35.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and
- 35.2.3 give all notices, orders and directions which the Council considers to be expedient.
- 35.3 Council may, at the Council's discretion and without notice:
- 35.3.1 enter upon and take possession of the Charge Land or any part of it, or
- 35.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:
- (a) at public auction or by private contract, and
- (b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or
- 35.3.3 if exercising rights under clause 35.3.2:
- (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,
- (b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and
- (c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.

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- 35.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 35.3:
- 35.4.1 appoint a receiver or manager of the Charge Land;
 - 35.4.2 remove any receiver or manager so appointed;
 - 35.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
 - 35.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
 - 35.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,
 - 35.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,
 - 35.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,
 - 35.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,
 - 35.4.9 generally do and cause to be done such acts and things which the Developer or Landowner might have done for the protection and the improvement of the Charge Land.
- 35.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Deed.
- 35.6 The proceeds derived from the sale of the Charge Land pursuant to clause 35.3 will be applied as follows:
- 35.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Deed, including costs incurred in remedying the breach of the Deed; and
 - 35.6.2 second, in paying the surplus (if any) to the Landowner.

36 Discharge

- 36.1 Within 28 days of the Developer and Landowner meeting all of their obligations under this Deed, the Council is to promptly give the Landowner a discharge of the Charge in registrable form and remove any and all caveats which the Council holds over the Charge Land.

37 Acquisition of land required to be dedicated

- 37.1 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

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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.

- 37.2 The Council is to only acquire land pursuant to clause 37.1 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.
- 37.3 Clause 37.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 37.4 If, as a result of the acquisition referred to in clause 37.1, the Council is required to pay compensation to any person other than the Landowner, the Developer and Landowner are 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.
- 37.5 The Developer and 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.
- 37.6 The Developer and Landowner are to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 37, including without limitation:
- 37.6.1 signing any documents or forms,
- 37.6.2 giving land owner's consent for lodgement of any Development Application,
- 37.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
- 37.6.4 paying the Council's costs arising under this clause 37.

38 Breach of obligations

- 38.1 If the Council reasonably considers that the Developer or Landowner is in breach of any obligation under this Deed, it may give a written notice to the to the relevant Party:
- 38.1.1 specifying the nature and extent of the breach,
- 38.1.2 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,
- 38.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 38.2 If the Developer or Landowner (as the case may be) fails to fully comply with a notice referred to in clause 38.1, the Council may, without further notice to

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- that Party, call-up the Security provided by the Developer and Landowner under this Deed and apply it to remedy the breach.
- 38.3 If the Developer or Landowner fails to comply with a notice given under clause 38.1 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 Developer or Landowner and any Equipment on such land for that purpose.
- 38.4 Any costs incurred by the Council in remedying a breach in accordance with clause 38.2 or clause 38.3 may be recovered by the Council by either or a combination of the following means:
- 38.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
- 38.4.2 as a debt due in a court of competent jurisdiction.
- 38.5 For the purpose of clause 38.4, the Council's costs of remedying a breach the subject of a notice given under clause 38.1 include, but are not limited to:
- 38.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
- 38.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 38.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 38.6 Nothing in this clause 38 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 Developer or the Landowner, including but not limited to seeking relief in an appropriate court.

39 Enforcement in a court of competent jurisdiction

- 39.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 39.2 For the avoidance of doubt, nothing in this Deed prevents:
- 39.2.1 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
- 39.2.2 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

40 Registration of this Deed

- 40.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.

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- 40.2 Upon commencement of this Deed, the Landowner is to deliver to the Council in registrable form:
- 40.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Landowner, and
- 40.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration, and
- 40.2.3 the certificate of title to the Land, or evidence to the satisfaction of the Council that the certificate of title to the Land has been produced at NSW Land Registry Services for the purposes of registering this Deed.
- 40.3 The Landowner is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 40.4 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:
- 40.4.1 in so far as the part of the Land concerned is a Final Lot,
- 40.4.2 in relation to any other part of the Land, once the Developer and Landowner have completed their 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.

41 Restriction on dealings

- 41.1 The Developer and Landowner are not to:
- 41.1.1 sell or transfer the Land, other than a Final Lot, or
- 41.1.2 assign their rights or obligations under this Deed, or novate this Deed, to any person unless:
- 41.1.3 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 their 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
- 41.1.4 the Council has given written notice to the Developer or Landowner (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
- 41.1.5 the Developer or Landowner (as the case may be) is not in breach of this Deed, and
- 41.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 41.2 Subject to clause 41.3, the Developer and Landowner acknowledge and agree that they remain liable to fully perform their obligations under this Deed unless and until it has complied with its obligations under clause 41.1.
- 41.3 Clause 41.1 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.

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Part 6 – Indemnities & Insurance

42 Risk

- 42.1 The Developer and Landowner perform this Deed at their own risk and its own cost.

43 Release

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

44 Indemnity

- 44.1 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 Developer's and Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

45 Insurance

- 45.1 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 in accordance with this Deed:
- 45.1.1 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,
 - 45.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 45.1.3 workers compensation insurance as required by law, and
 - 45.1.4 any other insurance required by law.
- 45.2 If the Developer fails to comply with clause 45.1, 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:
- 45.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or

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45.2.2 recovery as a debt due in a court of competent jurisdiction.

- 45.3 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 45.1.

Part 7 – Other Provisions

46 Reports by Developer

- 46.1 The Developer is to provide the Council with a report detailing the performance of its and the Landowner's obligations under this Deed at each of the following times:
- 46.1.1 by not later than each anniversary of the date on which this Deed is entered into, and
- 46.1.2 each time an application is made for a Subdivision Certificate that creates one or more Final Lot.
- 46.2 The reports referred to in clause 46.1 are to include sufficient detail to enable the Council to determine whether the Developer has complied with its obligations under this Deed at the relevant time and be in such a form and to address such matters as required by the Council from time to time.

47 Review of Deed

- 47.1 The Parties agree to review this Deed every year, 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.
- 47.2 For the purposes of clause 47.1, 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.
- 47.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 47.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 47.4 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.
- 47.5 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 47.1 (but not 47.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

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48 Notices

- 48.1 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:
- 48.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 48.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 48.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 48.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 48.3.1 delivered, when it is left at the relevant address,
- 48.3.2 sent by post, 2 business days after it is posted, or
- 48.3.3 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.
- 48.4 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.

49 Approvals and Consent

- 49.1 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.
- 49.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

50 Costs

- 50.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing, stamping, registering and removing registration of, this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 50.2 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.

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51 Entire Deed

- 51.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 51.2 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.

52 Further Acts

- 52.1 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.

53 Governing Law and Jurisdiction

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

54 Joint and Individual Liability and Benefits

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

55 No Fetter

- 55.1 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.

56 Illegality

- 56.1 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.

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57 Severability

- 57.1 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.
- 57.2 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.

58 Amendment

- 58.1 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 25C of the Regulation.

59 Waiver

- 59.1 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.
- 59.2 A waiver by a Party is only effective if it:
- 59.2.1 is in writing,
 - 59.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 59.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 59.2.4 is signed and dated by the Party giving the waiver.
- 59.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 59.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and 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.
- 59.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

60 GST

- 60.1 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.

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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.

- 60.2 Subject to clause 60.4, 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.
- 60.3 Clause 60.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 60.4 No additional amount shall be payable by the Council under clause 60.2 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.
- 60.5 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:
- 60.5.1 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;
- 60.5.2 that any amounts payable by the Parties in accordance with clause 60.2 (as limited by clause 60.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 60.6 No payment of any amount pursuant to this clause 60, 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.
- 60.7 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.
- 60.8 This clause continues to apply after expiration or termination of this Deed.

61 Explanatory Note

- 61.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 61.2 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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(Clause 9)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Development Contribution Item	Stage/Tranche	Location identifier on the Works Plan	Public Purpose	Nature and Extent	Timing	Contribution Value (Indexed to November 2020) ¹

A. Carrying out of Work

1. Local Park LP3	LP3	Open Space	Developer to construct and complete a local park with an area of about	Prior to the issuing of the Subdivision Certificate that, when added to all previously		\$919,780.00
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2. Local Park LP2, TLE1 and TLE2	LP2, TLE1, TLE2	Open Space	5,700sqm in the location identified as 'LP3' on the Works Plan. Developer to construct and complete a local park with an area about 5,400sqm in the location identified as 'LP4' on the Works Plan, and an area of not less than 15,900sqm in the location identified as 'TLE1' and 'TLE2' on the Works Plan	issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage A into Final Lots Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$847,733.00
3. Local Park LP1	LP1	Open Space	Developer to construct and complete a local park with an area of about 10,100sqm in the location identified as 'LP1' on the Works Plan with the requirement that LP1 area to be adjusted as required to ensure that the total combined area of LP1, LP2 and LP3 is not less than 21,300sqm..	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage C into Final Lots	\$875,160.00
4. Sub-arterial Road SAR1	SAR1 ⁴	Transport	Developer to construct and complete approximately 280m of sub-arterial road with a carriageway width of 34.7m in the location identified as 'SAR1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises	\$890,650.00

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5. Sub-arterial Road SAR2	SAR2	Transport	Developer to construct and complete approximately 150m of sub-arterial road with a carriageway width of 34.7m in the location identified as 'SAR2' on the Works Plan.	the subdivision of 75% of all NDA in Stage A into Final Lots	\$270,376.00
6. Roundabout RAB	RAB	Transport	Developer to construct and complete a roundabout in the location identified as 'RAB' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$600,000.00
7. Basin B1	B1	Drainage	Developer to construct and complete a drainage basin with an area of approximately 300sqm in the location identified as B1 on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage B into Final Lots	\$75,000.00

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8. Bridge Crossing CRC	CRC	Transport	Developer to construct and complete a bridge crossing to Brabham Drive in the location identified as 'CRC' on the Works Plan.	of all NDA in Stage B into Final Lots Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$1,633,163.00
9. Shared paths in Stage B	SP1 (B) SP2	Transport	Developer to construct and complete shared paths 2.5m wide with a length of approximately 150m in the location identified as 'SP1 (B)' and approximately 500m in the location identified as 'SP2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage B into Final Lots	\$261,600.00
10. Shared paths in Stage C	SP1 (C)	Transport	Developer to construct and complete shared paths 2.5m wide with a length of approximately 352m in the location identified as 'SP1 (C)' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90%	\$140,400.00

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11. Pedestrian bridge	PB1	Transport	Developer to construct and complete a pedestrian bridge in the location identified as 'PB1' on the Works Plan.	of all NDA in Stage C into Final Lots	\$500,000.00
12. Bus Stop BS1	BS1	Transport	Developer to construct and complete a bus stop in the location identified as 'BS1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that creates the 350 th Final Lot.	\$20,000.00
13. Bus Stop BS2	BS12	Transport	Developer to construct and complete a bus stop in the location identified as 'BS2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates for the Development, authorises the subdivision of 90% of all NDA in Stage A into Final Lots	\$20,000.00

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NDA in Stage B into
Final Lots

					Contribution Value (Indexed to November 2020 Land Value Index)
B. Dedication of Land					
14. Land for Local Park LP3	LP3	Open Space	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 5,700sqm in the location identified as 'LP3' on the Works Plan on which Development Contribution Item 1 is located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage A into Final Lots	\$1,716,099.00
15. Land for Local Park LP2	LP2	Open Space	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 5,400sqm in the location identified as 'LP2' on the Works Plan on which Development Contribution Item 2 is located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$1,625,778.00

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16. Land for Local Park LP1	LP1	Open Space	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 10,100sqm in the location identified as 'LP1' on the Works Plan on which Development Contribution Item 3 is located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage C into Final Lots	\$3,040,100
17. Land for Sub-arterial Road SAR1	SAR1	Transport	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 11,700sqm in the location identified as 'SAR1' on the Works Plan on which Development Contribution Item 4 is located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage A into Final Lots	\$3,548,110.00
18. Land for Sub-arterial Road SAR2 and Roundabout RAB	SAR2 and RAB	Transport	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 7,200sqm in the location identified as 'SAR2' and 'RAB' on the Works Plan on which Development Contribution Item 5 and 6 are located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$2,167,704.00

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19. Land for Easement for powerline and open space TLE1 and TLE 2	TLE 1 and TLE 2	Open Space	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 15,900sqm in the location identified as 'TLE1' and 'TLE2' on the Works Plan on which Development Contribution Item 2 is located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$0
20. Land for Riparian Corridor RC1	RC1	Open Space	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 9,775sqm in the location identified as 'RC1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage C into Final Lots	\$0
21. Land for Riparian Corridor RC2	RC2	Open Space	Landowner to dedicate to the Council free of cost to the Council land with an area of not less than 15,900sqm in the location identified as 'RC2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 90% of all NDA in Stage B into Final Lots	\$0

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22. Land for Basin B1	B1	Drainage	Landowner to dedicate to the Council free of cost to the Council land for stormwater drainage with an area of not less than 13,500sqm in the location shown as 'B1' on the Works Plan on which Development Contribution Item 7 is located.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates, authorises the subdivision of 75% of all NDA in Stage B into Final Lots	\$0
C. Monetary Contributions					
23. Monetary Development Contributions	N/A	Upgrade to playing fields at Jack Brabham Reserve	Developer to pay monetary Development Contributions in the amount of \$1,450,000.00 but only if the Council and the Developer have not entered into a separate planning agreement under s7.4 of the Act or a deed of variation to this Deed for the Developer's provision of active recreation facilities at Pondicherry by the time this monetary Development Contributions is required to be paid.	Amount to be paid prior to the issuing of the Subdivision Certificate that creates the 350 th Final Lot.	\$1,450,000.00
24. Management and administration	N/A	Management and administration	Developer to pay monetary Development Contributions in the	Amount for a Final Lot is to be paid prior to the	\$75 per Final Lot to be created

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amount of \$75 per Final Lot to be created in the Development	issuing of the Subdivision Certificate for the plan of subdivision that creates that Final Lot.
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Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
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Leppington Pastoral Co Pty Ltd

Schedule 2

(Clause 1.1)

Design Approval and Maintenance Schedule

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Development Contribution Item	Location identifier on Works Plan	Design Approval required? (Clause 14)	Maintenance regime required? (Clause 15)	Maintenance Period (Clause 15)	Vegetation Management Plan required? (Clause 15.2)
1. Local Park LP3	LP3	Yes	Yes	1 year	No
2. Local Park LP2	LP2	Yes	Yes	1 year	No
3. Local Park LP1	LP1	Yes	Yes	1 year	No
4. Sub-arterial Road SAR1	SAR1	No	No	1 year	No

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5. Sub-arterial Road SAR2	SAR2	No	No	1 year	No
6. Roundabout RAB	RAB	No	No	1 year	No
7. Basin B1	B1	Yes	Yes	1 year	No
8. Bridge Crossing CRC	CRC	No	No	1 year	No
9. Shared paths in Stage B	SP1 (B) & SP2	Yes	No	1 year	No
10. Shared paths in Stage C	SP1 (C)	Yes	No	1 year	No
11. Pedestrian bridge	PB1	Yes	No	NA	No
12. Bus Stop BS1	BS1	No	No	1 year	No
13. Land under transmission easements	TLE1 and TLE2	Yes	Yes	1 year	No
14. Riparian Corridor	RC2	Yes	Yes	1 year	Yes

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Leppington Pastoral Co Pty Ltd

Schedule 3

(Clause 9)

Works Plan

See next page.

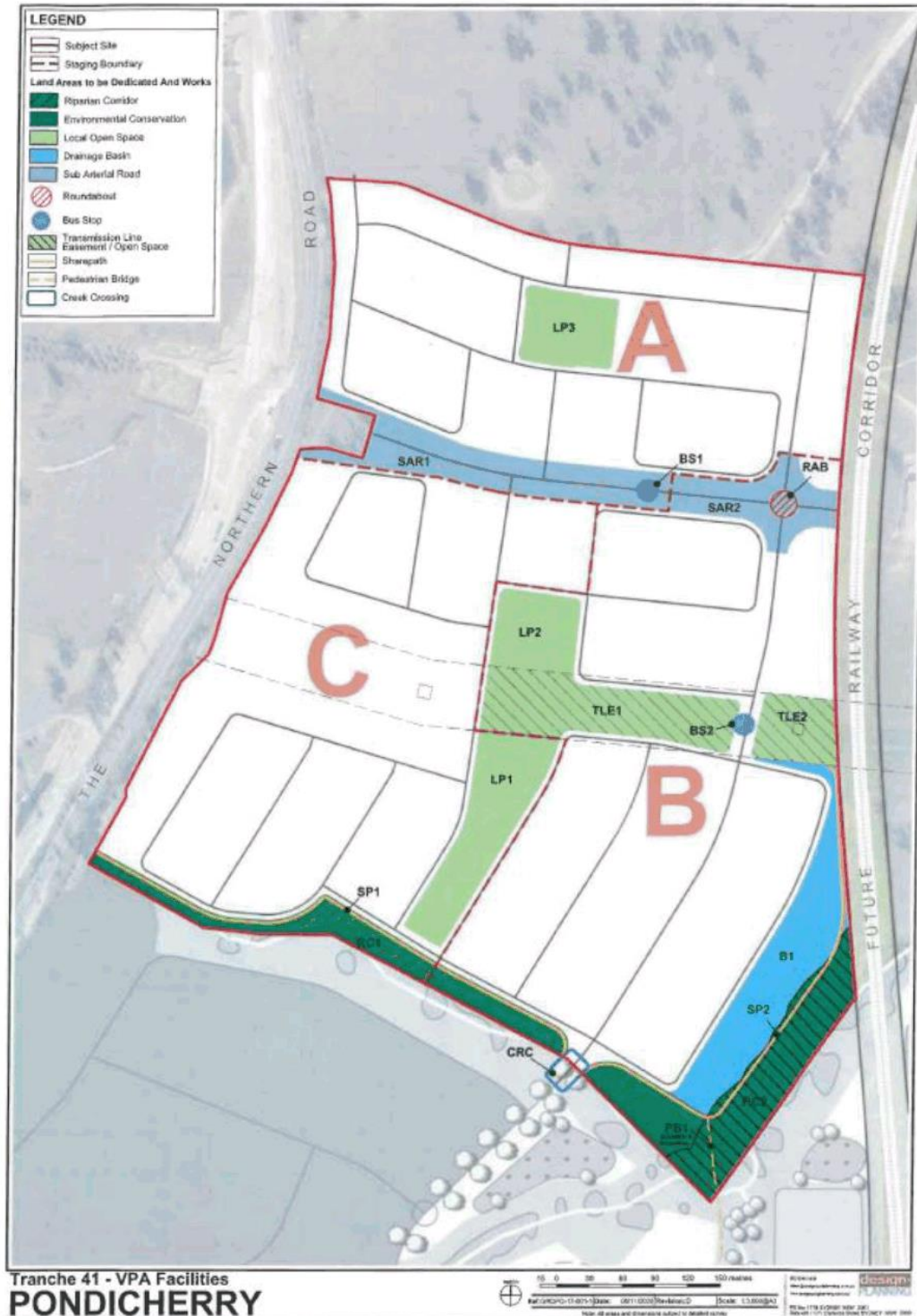
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Attachment 1

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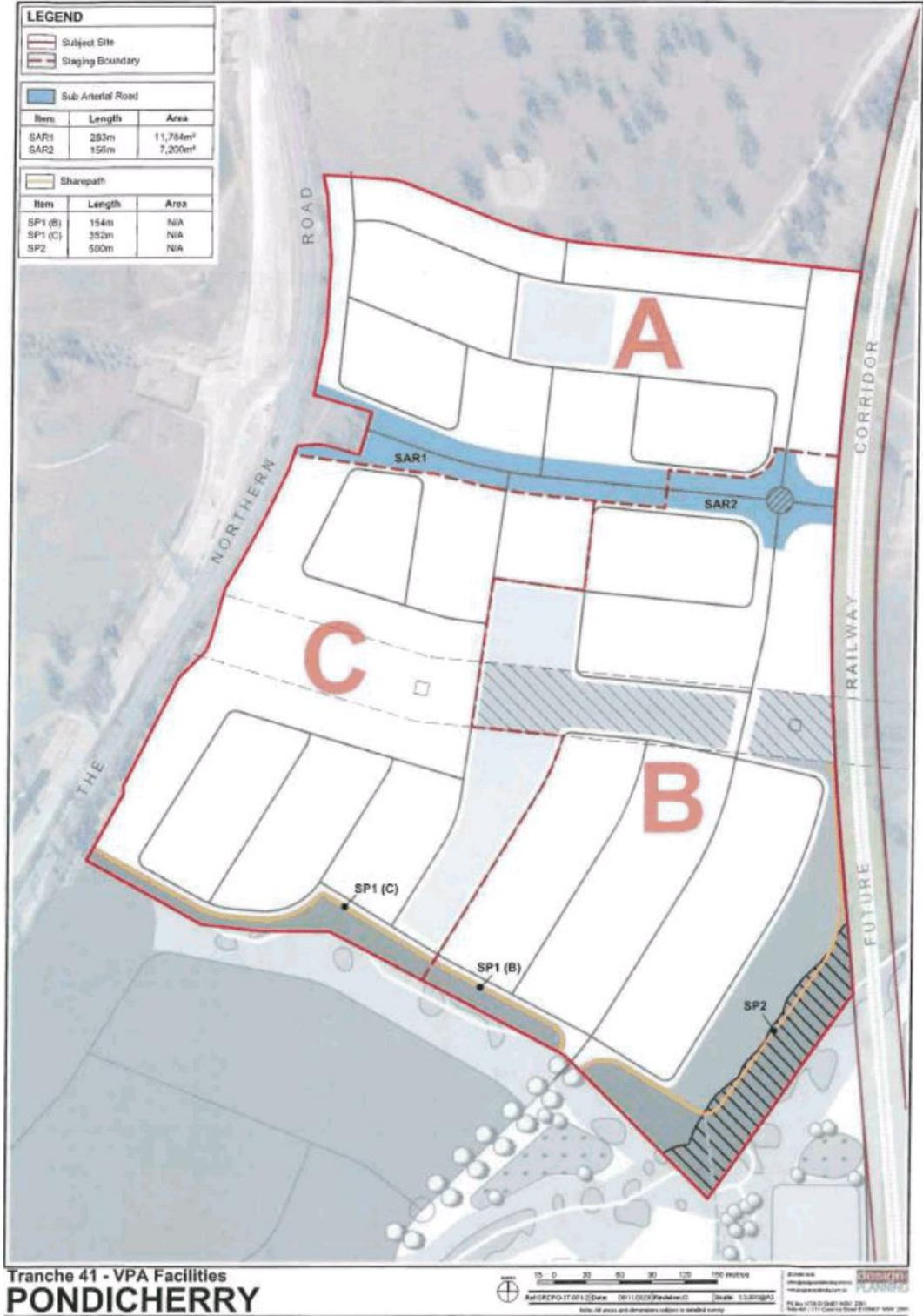
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**Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**

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Schedule 4

Plan of Land

See next page

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Attachment 1

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Attachment 1

**Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd**



**Pondicherry Part Precinct (Tranche 41) Planning Agreement
 Camden Council
 Greenfields Development Company No.2 Pty Ltd
 Leppington Pastoral Co Pty Ltd**

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Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

Council Representative

Witness

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

Name/Position

Name/Position

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Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

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

Name/Position

Name/Position

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Appendix

(Clause 61)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW 2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965 of 1675 The Northern Rd BRINGELLY NSW 2556 (**Developer**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd BRINGELLY NSW 2556 (**Landowner**)

Description of the Land to which the Draft Planning Agreement Applies

This Draft Planning Agreement applies to the land identified in the Plan contained at Schedule 4 of the Draft Planning Agreement, with the following title references:

- a) Lot 53 DP 1259061
- b) Lot 9095 DP 1267156
- c) Lot 11 DP 1229416

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Camden Council
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d) Part Lot 6 DP 1223563..

Description of Proposed Development

Development, within the meaning of the Act, of the Land involving the subdivision of the Land into approximately 470 Final Lots and associated works, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

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

Objectives of Draft Planning Agreement

The objectives of the Draft Planning Agreement are to provide infrastructure and facilities to meet the requirements of the Development and provide for the dedication of associated land to Council. Specifically, the Developer and Landowner are to provide work and land for the purposes of open space and recreation, roads and transport and traffic management, drainage, vegetation management.

The Developer is also to provide monetary contributions for:

- the Council's administration and management costs, and
- the upgrade of existing sporting field facilities and a pedestrian bridge but only if the Developer and Council have not entered into an agreement for the Developer's provision of active recreation facilities at Pondicherry by the time the subdivision certificate for the 350th Final Lot in the Development is issued.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the EPA Act. It is a voluntary agreement, under which the Developer and Landowner make Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) for various public purposes (as defined in s 7.4(2) of the EPA Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- is in connection with the Planning Proposal, LEP Amendment and the carrying out by the Developer of the Development,
- excludes the application of s 7.11 and s 7.12 of the EPA Act to the Development,
- does not exclude the application of s 7.24 of the EPA Act to the Development,
- requires dedication of land and carrying out of works for various public purposes,

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- requires the payment of monetary contributions for various public purposes,
- the Developer and Landowner are to provide security as follows:
 - provide a bank guarantee, bond or other form of security (as agreed); and
 - grant the Council a charge over the charge land,
 - compulsory acquisition arrangements for the land dedication.
- is to be registered on the titles to the part of the Land,
- imposes restrictions on the Developer and Landowner transferring the Land or part of the Land or assigning an interest under the Agreement,
- provides two dispute resolution methods where a dispute arises under the agreement, being mediation and expert determination,
- provides that the agreement is governed by the law of New South Wales,
- provides that the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies to the agreement.

Attachment 1

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates the orderly and economic use and development of the Land to which the Planning Agreement applies,
- allows for the delivery and co-ordination of various public amenities and facilities,
- provides land for public purposes in connection with the Development, including for water management, open space and roads and traffic,
- provides and co-ordinates community services and facilities in connection with the Development, and

The Draft Planning Agreement provides a reasonable means of achieving these planning purposes by requiring the Developer and Landowner to make monetary, works and land dedication contributions to Council, to facilitate the development of the Land in connection with the provision of necessary infrastructure and community facilities.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement promotes the public interest by:

- promoting the objects of the EPA Act set out in sections 1.3(a), (c) and (j); and
- delivering infrastructure and facilities which benefit the local and wider community.

For Planning Authorities:

Pondicherry Part Precinct (Tranche 41) Planning Agreement
Camden Council
Greenfields Development Company No.2 Pty Ltd
Leppington Pastoral Co Pty Ltd

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Guiding Principles for councils in s8A of the Local Government Act 1993 (Previously s8 Elements of the Council’s Charter)

The Draft Planning Agreement promotes the guiding principles for councils by ensuring that land is managed and works are delivered which will ensure adequate, equitable and appropriate services and facilities are provided for the community as made necessary by the Development in an affordable way, and enables Council to work with others to secure appropriate services for local community needs.

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program

The Draft Planning Agreement does not conform with the Council’s capital works program as it contains items that are not in that program.

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

This Draft Planning Agreement contains requirements that must be complied with before certain construction certificates may be issued, namely the approval of the design of works.

This Draft Planning Agreement contains requirements that must be complied with before certain subdivision certificates may be issued, namely the carrying out of works and dedication of land, and payment of monetary contributions.

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AUDIT, RISK AND IMPROVEMENT COMMITTEE CHARTER C.001.2

Version C.001.2

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AUDIT, RISK AND IMPROVEMENT COMMITTEE CHARTER

DIVISION: INTERNAL AUDIT

BRANCH: INTERNAL AUDIT

PART 1 - INTRODUCTION

This Charter sets out the Audit, Risk and Improvement Committee's objectives authority, roles and responsibilities, composition and tenure, reporting and administrative arrangements.

1. OBJECTIVE

- 1.1 The objective of the Audit, Risk and Improvement Committee ("Committee" or "ARIC") is to provide independent assistance to Camden Council by monitoring, reviewing and providing advice about Camden Council's governance processes; risk management and control frameworks; and external accountability obligations.
- 1.2 In addition, the purpose and function of this Committee is to ensure that there is an adequate and effective system of internal control throughout Council and to assist in the operation and implementation of the Internal and External Audit Plans.

PART 2 - AUTHORITY

- 2.1 The Council authorises the Committee, within the scope of its role and responsibilities to:
 - obtain any information it needs from any employee or external party (subject to their legal obligations to protect information);
 - discuss any matters with the External Auditor or other external parties (subject to confidentiality considerations);
 - request the attendance of any relevant employee or Councillor at Committee meetings; and
 - obtain external legal or other professional advice considered necessary to meet its responsibilities (following budgetary consideration and consultation with the General Manager).
- 1.3 The Committee is mandated under section 428A of the *Local Government Amendment (Governance & Planning) Act 2016*, once prescribed. The Committee acts primarily as an advisory body to the Council. The Committee does not have the power or authority of the Council in dealing with the matters on which it advises, except where certain powers are specifically set out in this Charter or are otherwise delegated by the Council.
- 1.4 Subject to any regulatory obligations, it is not the responsibility of the members of the Committee to determine that the Council's financial

statements and disclosures are complete and accurate and in accordance with laws regulations and accounting standards, or to plan or conduct audits. Generally speaking, these matters are the responsibility of management and/or the external auditor.

PART 3 ROLES AND RESPONSIBILITIES

ROLES AND RESPONSIBILITIES

- 3.1 The Committee has no executive powers, except those expressly provided by the Council.
- 3.2 The Committee is directly responsible and accountable to the Council for the exercise of its responsibilities. In carrying out its responsibilities, the Committee must at all times recognise that the primary responsibility for management of Council rests with the Council and the General Manager as defined by the *Local Government Act 1993*.
- 3.3 The responsibilities of the Committee may be revised or expanded, in consultation with, or as requested by the Council from time to time. In accordance with Section 428A of the *Local Government Amendment (Governance & Planning) Act 2016*, the Committee must keep under review the following aspects of Council operations:
- Compliance
 - Risk Management
 - Fraud Control
 - Financial Management
 - Governance
 - Implementation of Strategic Plan, Delivery Program & Strategies
 - Service Reviews
 - Collection of Performance Measurement Data by the Council
 - Any other matters prescribed by regulations.

The Committee will also provide information to Council that the Committee believes will assist Council to improve the performance of its functions.

These responsibilities are further defined below.

Compliance

- Determine whether management has appropriately considered legal and compliance risks as part of its risk assessment and management arrangements.
- Review the effectiveness of the system for monitoring compliance with relevant laws, regulations, and associated government policies.
- Seek assurance that changes in key laws, regulations, internal policies, and Accounting Standards affecting Council's operations are being monitored at least once a year, and appropriately addressed.

- Review Council's processes to monitor new and emerging regulatory requirements that will impact risk management, governance, and ARIC responsibilities.

Risk Management

- Review whether management has in place a current and comprehensive risk management framework that is consistent with *AS ISO 31000:2018*. Review and advise on the maturity of Council's risk management framework and its risk culture.
- Consider the adequacy and effectiveness of the internal control and risk management frameworks by reviewing reports from management, internal audit and external audit, and by monitoring management responses and actions to correct any noted deficiencies.
- Review whether a sound and effective approach has been followed in developing strategic risk management plans for major projects or undertakings.
- Seek assurance from management that emerging risks (including, but not limited to, climate risk and cyber risk) are being identified and addressed.
- Review the impact of the risk management framework on its control environment and insurance arrangements.
- Review whether a sound and effective approach has been followed in establishing disaster recovery and business continuity planning arrangements, including whether plans have been tested periodically.

Fraud Control and Ethics

- Review Council's fraud and corruption control framework including the fraud and corruption prevention plan and be satisfied that Council has appropriate processes and systems in place to capture and effectively investigate fraud related information.
- Review whether management has taken steps to embed a culture which is committed to ethical and lawful behaviour.
- Review Council's process for communicating the code of conduct to staff and seek assurance as to compliance with the code.

Financial Management

- Consider the policies and procedures for management review and consideration of the financial position and performance of Council including the frequency and nature of that review (including the approach taken to address variances and budget risks and overall budgetary management)
- Review the annual financial statements and provide advice to the Council (including whether appropriate action has been taken in response to audit recommendations and adjustments) and recommend their adoption by Council.
- Consider contentious financial reporting matters in conjunction with council's management and external auditors.
- Review the processes in place designed to ensure financial information included in the annual report is consistent with the signed financial statements.

Governance

- Review whether management has in place relevant policies and procedures, and these are periodically reviewed and updated.
- Progressively review whether appropriate processes are in place to assess whether policies and procedures are complied with.
- Review whether appropriate policies and procedures are in place for the management and exercise of delegations.
- Review policies and processes for identifying, analysing, and addressing complaints.
- Satisfy itself there are appropriate mechanisms in place to review and implement, where appropriate, reports and recommendations from authoritative bodies including:
 - State and Federal Government
 - Independent Commission against Corruption
 - NSW Ombudsman
 - Australian Institute of Company Directors
 - Other relevant accounting and legislative bodies.

Implementation of Strategic Plan, Delivery Program & Strategies

- Review that Council is meeting its integrated planning and reporting obligations in accordance with legislative requirements.

Service Reviews

- Monitor that service reviews, or other appropriate improvement reviews, are undertaken where appropriate to ensure a focus on continuous improvement.

Collection of performance measurement data by Council

- Review that Council is collecting appropriate performance measurement data and reporting its performance measures in accordance with the integrated, planning and reporting framework.

Any other Matters Prescribed by Regulations**Internal Audit**

- Act as a forum for communication between the Council, General Manager, senior management, internal audit and external audit.
- Review the internal audit policies and procedures including the risk-based audit methodology.
- Review the internal audit coverage and Internal Audit Plan, ensure the plan is based on Council's Enterprise Risk Management Framework, and approve the Internal Audit Plan.
- Advise on the adequacy of Internal Audit's resources to carry out its responsibilities, including completion of the approved Internal Audit Plan.
- Review all audit reports and provide advice on significant issues identified in audit reports and action taken on issues

raised, including identification and dissemination of better practices.

- Monitor the implementation of internal audit recommendations by management.
- Meet separately with the Internal Audit Coordinator, without Management present, at least once per year.
- Review and endorse the Internal Audit Charter to ensure appropriate organisational structures, authority, access, and reporting arrangements are in place.
- Consider the overall effectiveness and performance of the Internal Audit Coordinator and internal audit function.
- Committee Chair to contribute to the Internal Audit Coordinator's regular performance review.
- Provide advice to the General Manager on the results of any external assessments of the internal audit function.

External Audit

- Act as a forum for communication between the Council, General Manager, senior management, internal audit and external audit.
- Provide input and feedback on the financial statement and performance audit coverage proposed by the External Auditor.
- Review all external plans and reports (including closing reports and management letters) in respect of planned or completed external audits and monitor the implementation of audit recommendations by management.
- Consider significant issues raised in relevant external audit reports and better practice guides, and ensure appropriate action is taken
-
- Meet separately with the External Auditor, without Management present, at least once per year.

The Committee may, at any time, consider any other matter it deems of sufficient importance to do so. In addition, at any time an individual Committee member may request a meeting with the Chair of the Committee.

RESPONSIBILITIES OF MEMBERS

3.4 Members of the Committee are expected to:

- Make themselves available as required to attend and participate in meetings.
- Understand the relevant legislation and regulatory requirements appropriate to Camden Council.
- Contribute the time needed to study and understand the papers provided.
- Apply good analytical skills, objectivity, and good judgment.
- Express opinions frankly, ask questions that go to the fundamental core of issues, and pursue independent lines of enquiry.

The Council will appoint the Chair and members of the Audit, Risk and Improvement Committee.

PART 4 COMPOSITION AND TENURE

4.1 The Committee will consist of:

Members (voting):

- 2 x Councillors
- 3 x Independent external members (not employees or elected representatives of the Council)
- Chairperson to be one of the Independent members

Attendee (non-voting):

- General Manager
- Manager Safety and Risk
- Internal Audit Coordinator
- Chief Financial Officer
- Internal Audit Analyst (Secretariat)

Invitees (non-voting):

- Representatives of the External Auditor
- Members of the Executive Leadership Group not already in attendance
- Other officers may attend by invitation as requested by the Chair.

Councillors that are not members of the Committee are to have a standing invitation to attend any meeting of the Audit Risk and Improvement Committee, as an observer only.

Skills and Experience

4.2 The members of the Committee should collectively develop, possess and maintain a broad range of skills and experience relevant to the operations, governance and financial management of Camden Council, the environment in which Council operates and the contribution that the Committee makes to Camden Council.

4.3 At least one external independent member of the Committee shall have accounting and related financial management experience, as well as an understanding of accounting and auditing standards in a public sector environment.

4.4 The selection criteria for external independent members may include (but is not limited to):

- knowledge of internal audit and governance frameworks;
- relevant experience in senior management or governance roles;
- high levels of financial literacy and if possible, accounting, financial, legal, compliance and/or risk management experience;
- high levels of personal integrity and ethics;
- knowledge of local government;
- strong communication skills;
- previous experience serving on similar committees;
- sufficient time available to devote to responsibilities as a Committee member; and

- independence and freedom from contractual arrangements with Camden Council.

Selection of Members

- 4.5 The selection criteria and process for the appointment of the independent external members shall ordinarily be as follows:
- (a) Council shall seek expressions of interest from persons interested in being appointed to the available position.
 - (b) Council Management will assess the expressions of interest and shortlisted applicants may be interviewed by Council Management prior to a selection decision.
 - (c) Independent external member appointments are to be approved by Council resolution.
- 4.6 The Councillor representatives on the Committee will be nominated at an ordinary meeting of Council.

Term of Office

- 4.7 Subject to the following paragraph, appointments to the Committee shall be for a period of up to 4 years (or as determined by the Council), ensuring that continuity of independent membership is maintained over each general Council election period where possible. Independent external members may be reappointed through this process for a further term/s subject to a formal review of their performance nothing that their total term on the Committee will not exceed 8 years.
- 4.8 Upon the appointment of an independent member, Council may set the initial term of that member for a period less than four years, so that the changeover of the independent members on the ARIC is staggered with independent members being replaced or reappointed at different times. This will allow for continuity and transfer of corporate knowledge.
- 4.9 Notwithstanding this, positions will be declared vacant and new members will be sought on the date of the Council general election for Councillor members and at least six months after that date for independent external members.
- 4.10 The Chair must be an independent external member and may be appointed as Chair for a maximum of 5 years. The total term of the Chair as an independent external member of the Committee is not to exceed 8 years.
- 4.11 In the case of resignation from the Committee by an independent external member, a new independent member will be selected following the process outlined in this Charter.
- 4.12 In the case of resignation by the Chair, the remaining members will vote an acting Chair from the external members until such time as the Council appoints a replacement Chair.

Code of Conduct

- 4.13 All members of the Audit, Risk and Improvement Committee are to abide by Camden Council's Code of Conduct.

Remuneration

- 4.14 Remuneration for independent members of the Committee will be determined by the Council.
- 4.15 Councillors appointed as elected representatives on the Committee are paid for duties as Councillors from their Councillor allowance determined each year.

PART 5 ADMINISTRATIVE ARRANGEMENTS**Meetings**

- 5.1 The Committee will meet at least four times per year. A special meeting may be held to review of the Council's annual audited financial reports.
- 5.2 The need for any additional meetings will be decided by the Chair of the Committee, though other Committee members and the General Manager may make requests to the Chair for additional meetings.
- 5.3 Meetings can be held in person, by telephone or by video conference.
- 5.4 A forward meeting plan, including meeting dates and agenda items, will be agreed by the Committee each year. The forward meeting plan will cover all Committee responsibilities as detailed in this Audit, Risk and Improvement Committee Charter.
- 5.5 Where internal audit priorities change between meetings or new urgent issues arise, and where it is not possible to schedule an additional meeting, the Audit, Risk and Improvement Committee will be kept fully informed of all changes via email.

Quorum

- 5.6 A quorum will consist of a majority of Committee members, including at least two independent external members.
- 5.7 A meeting of the Committee must be adjourned if a quorum is not present within 15 minutes after the time designated for the holding of the meeting or at any time during the meeting. In either case, the meeting must be adjourned to a time, date and place fixed by the Chairperson, or in his or her absence, by the majority of members present.
- 5.8 It must be recorded in the minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of quorum) at or arising during a meeting, together with the names of the members present.

- 5.9 A voting member shall no longer be a voting member of the Committee if they fail to attend three (3) consecutive meetings without a leave of absence being granted.

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- 5.11 The Chairperson may call any member to order whenever in the opinion of the Chairperson it is necessary to do so.
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- 5.20 Members and attendees may be entrusted with highly sensitive information at times, as well as personal information regarding staff members. Therefore, they must maintain confidentiality at all times, displaying a high level of ethics and professionalism.
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- 5.24 Annually, independent members will provide a list of other organisations with which they are involved. Any amendments to this list are to be made as appropriate at the next meeting after a change occurs.
- 5.25 Committee members must declare any conflict of interests at the start of each meeting or before discussion of a relevant agenda item or topic. Details of any conflicts of interest should be appropriately minuted.
- 5.26 Where members or invitees at Committee meetings are deemed to have a real or perceived conflict of interest, it may be appropriate they be excused from Committee deliberations on the issue where the conflict of interest may exist. The final arbiter of such a decision is the Chair of the Committee.

Induction

- 5.27 New members will receive relevant information and briefings on their appointment to assist them to meet their Committee responsibilities.

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- 6.1 In addition to providing the Committee minutes to Council as outlined at 5.18, the Committee shall report at least annually, to the governing body of Council on the management of risk and internal controls.
- 6.2 At the first meeting after the financial statements are considered each year by the Committee, the Internal Audit Coordinator will provide a

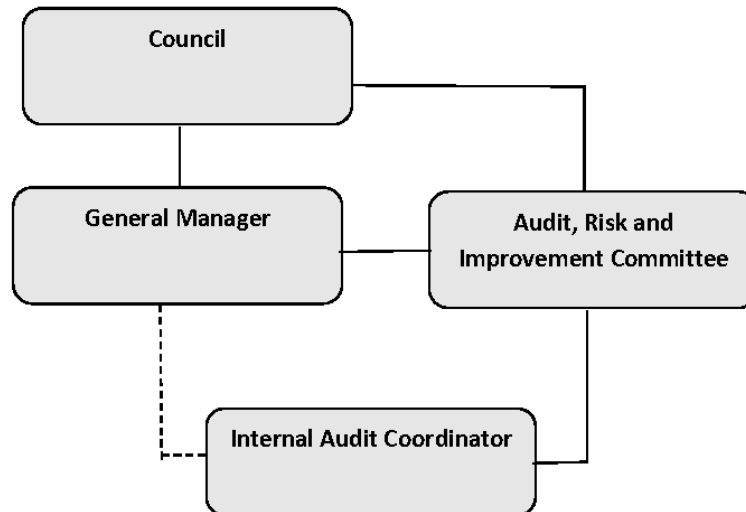
joint performance report of the internal audit function and the ARIC covering:

- the performance of the internal audit function for the period of review as measured against agreed key performance indicators;
- the approved Internal Audit Plan of work for the period of review showing the status of each audit;
- a summary of Council’s progress in addressing the findings and recommendations made in the internal and external audit reports; and
- a summary of the work the Committee performed to fully discharge its responsibilities during the preceding year.

Reporting Lines

6.3 The Committee shall at all times ensure it maintains a direct reporting line to and from internal audit and acts as a mechanism for internal audit to report to the General Manager and Council on functional matters.

The following reporting line is prescribed where the dotted line represents ‘administrative’ reporting line and the bold line represents the ‘functional’ reporting line:



Decision Making

- 6.4 The Committee makes decisions by resolutions, which are to be recorded in the minutes.
- 6.5 Each member of the Audit, Risk and Improvement Committee shall be entitled to one vote only. In the case of an equality of votes on any issue, the Chair shall have the casting vote.
- 6.6 For the purpose of clarity, the Internal Audit Coordinator, External Auditor, General Manager, Chief Finance Officer, Manager Safety and

Risk and Internal Audit Analyst are not voting members of the Committee.

Assessment Arrangements

- 6.7 The Chair of the Committee will initiate a review of the performance of the Committee, including the performance of the Chair, annually.
- 6.8 The review will be conducted on a self-assessment basis (unless otherwise determined by the General Manager), with appropriate input from management and any other relevant stakeholders.
- 6.9 When reviewing the Committee's performance, the Chair should be satisfied that an effective, comprehensive and complete service is being provided.

Review of Audit, Risk and Improvement Charter

- 6.10 At least once a year the Audit, Risk and Improvement Committee will review this Audit, Risk and Improvement Committee Charter.
- 6.11 The Audit, Risk and Improvement Committee will be responsible for recommending any substantive changes to this Audit, Risk and Improvement Committee Charter subject to Council approval.

RELEVANT LEGISLATIVE INSTRUMENTS:

Local Government Act 1993
Local Government Amendment (Governance and Planning) Act 2016
Internal Audit Guidelines issued in September 2010 under Section 23A of the Local Government Act 1993
Internal Audit Charter

RELATED POLICIES, PLANS AND PROCEDURES:

RESPONSIBLE PERSON:

Internal Audit Coordinator

APPROVAL:

Council on recommendation of Audit Risk and Improvement Committee

NEXT REVIEW DATE:

XX 2022

HISTORY:

Version	Approved by	Changes made	Date	EDMS Number
1	Camden Council	NA	10/06/2014	14/81253
2	Camden Council on recommendation of Business Assurance and Risk Committee	Yes	13/10/2015	15/305521
3	Camden Council on recommendation of Business Assurance and Risk Committee	Yes	09/04/2019	19/139987

Audit, Risk & Improvement
Committee Charter
Adopted by Council 09/04/2019

Review Date: 09/04/2021
EDMS #:19/139987

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ORD12

4	Camden Council on recommendation of Audit, Risk and Improvement Committee	Yes	XX	XX
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Attachment 1



AUDIT, RISK AND IMPROVEMENT COMMITTEE CHARTER C.001.2

Version C.001.2

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AUDIT, RISK AND IMPROVEMENT COMMITTEE CHARTER

DIVISION: INTERNAL AUDIT

BRANCH: INTERNAL AUDIT

PART 1 - INTRODUCTION

This Charter sets out the Audit, Risk and Improvement Committee's objectives, authority, roles and responsibilities, composition and tenure, reporting and administrative arrangements.

1. OBJECTIVE

- 1.1 The objective of the Audit, Risk and Improvement Committee ("Committee" or "ARIC" ~~previously known as the Business Assurance & Risk Committee "BARC"~~) is to provide independent assistance to Camden Council by monitoring, reviewing and providing advice about Camden Council's ~~or~~ governance processes; risk management and control frameworks; and external accountability obligations.
- 1.2 In addition, the purpose and function of this Committee is to ensure that there is an adequate and effective system of internal control throughout Council and to assist in the operation and implementation of the Internal and External Audit Plans.

PART 2 - AUTHORITY

- 2.1 The Council authorises the Committee, within the scope of its role and responsibilities to:
 - obtain any information it needs from any employee or external party (subject to their legal obligations to protect information);
 - discuss any matters with the External Auditor or other external parties (subject to confidentiality considerations);
 - request the attendance of any relevant employee or Councillor at Committee meetings; and
 - obtain external legal or other professional advice considered necessary to meet its responsibilities (following budgetary consideration and consultation with the General Manager).
- 1.3 The Committee is mandated under section 428A of the *Local Government Amendment (Governance & Planning) Act 2016*, once prescribed. The Committee acts primarily as an advisory body to the Council. The Committee does not have the power or authority of the Council in dealing with the matters on which it advises, except where certain powers are specifically set out in this Charter or are otherwise delegated by the Council.

- 1.4 Subject to any regulatory obligations, it is not the responsibility of the members of the Committee to determine that the Council's financial statements and disclosures are complete and accurate and in accordance with laws regulations and accounting standards, or to plan or conduct audits. Generally speaking, these matters are the responsibility of management and/or the external auditor.

PART ~~32~~ ROLES AND RESPONSIBILITIES

ROLES AND RESPONSIBILITIES

- 3.1 The Committee has no executive powers, except those expressly provided by the Council.
- 3.2 The Committee is directly responsible and accountable to the Council for the exercise of its responsibilities. In carrying out its responsibilities, the Committee must at all times recognise that the primary responsibility for management of Council rests with the Council and the General Manager as defined by the *Local Government Act 1993*.
- 3.3 The responsibilities of the Committee may be revised or expanded, in consultation with, or as requested by the Council from time to time. In accordance with Section 428A of the *Local Government Amendment (Governance & Planning) Act 2016*, the Committee must keep under review the following aspects of Council operations:
- Compliance
 - Risk Management
 - Fraud Control
 - Financial Management
 - Governance
 - Implementation of Strategic Plan, Delivery Program & Strategies
 - Service Reviews
 - Collection of Performance Measurement Data by the Council
 - Any other matters prescribed by regulations.

The Committee will also provide information to Council that the Committee believes will assist Council to improve the performance of its functions.

These responsibilities are further defined below.

Compliance

- Determine whether management has appropriately considered legal and compliance risks as part of its risk assessment and management arrangements.

- Review the effectiveness of the system for monitoring compliance with relevant laws, ~~regulations~~regulations, and associated government policies.
- Seek assurance that changes in key laws, regulations, internal policies, and Accounting Standards affecting Council's operations are being monitored at least once a year, and appropriately addressed.
- Review Council's processes to monitor new and emerging regulatory requirements that will impact risk management, governance, and ARIC responsibilities.

Risk Management

- ~~Review whether management has in place a current and comprehensive risk management framework that is consistent with AS ISO 31000:2018, and associated procedures for effective identification and management of business and financial risks, including fraud.~~
- ~~Review and advise on the maturity of ~~the agency~~Council's risk management framework and its risk culture.~~
- ~~Consider the adequacy and effectiveness of the internal control and risk management frameworks by reviewing reports from management, internal audit and external audit, and by monitoring management responses and actions to correct any noted deficiencies.~~
- ~~Review whether a sound and effective approach has been followed in developing strategic risk management plans for major projects or undertakings.~~
- ~~Seek assurance from management that emerging risks (including, but not limited to, climate risk and cyber risk) are being identified and addressed.~~
- Review the impact of the risk management framework on its control environment and insurance arrangements.
- Review whether a sound and effective approach has been followed in establishing disaster recovery and business continuity planning arrangements, including whether plans have been tested periodically.

Fraud Control and Ethics

- ~~Review Council's fraud and corruption control framework including the Satisfy itself there is an appropriate fraud and corruption prevention plan and be satisfied that Council has appropriate processes and systems in place to capture and effectively investigate fraud related information, ~~program in place.~~~~
- ~~Review whether management has taken steps to embed a culture which is committed to ethical and lawful behaviour.~~
- ~~Review ~~the agency~~Council's process for communicating the code of conduct to staff and seek assurance as to compliance with the code.~~

Financial Management

- ~~Consider the policies and procedures for management review and consideration of the financial position and performance of ~~the agency~~Council including the frequency and nature of that review (including the approach taken to address variances and budget risks and overall budgetary management)~~
- ~~Review the Satisfy itself the annual financial statements and provide advice to the Council (including whether appropriate action has been taken in response to audit recommendations and adjustments) and recommend their signing adoption ~~to by Council reports comply with applicable Australian Accounting Standards and are supported by appropriate management sign-off on the statements and the adequacy of internal controls.~~~~

- Consider contentious financial reporting matters in conjunction with council's management and external auditors.
- Review the processes in place designed to ensure financial information included in the annual report is consistent with the signed financial statements.

Governance

- ~~Review whether management has adequate internal controls in place, including over external parties such as contractors and advisors.~~
- Review whether management has in place relevant policies and procedures, and these are periodically reviewed and updated.
- Progressively review whether appropriate processes are in place to assess whether policies and procedures are complied with.
- Review whether appropriate policies and procedures are in place for the management and exercise of delegations.
- Review policies and processes for identifying, analysing, and addressing complaints.
- Satisfy itself there are appropriate mechanisms in place to review and implement, where appropriate, reports and recommendations from authoritative bodies including:
 - State and Federal Government
 - Independent Commission against Corruption
 - NSW Ombudsman
 - Australian Institute of Company Directors
 - Other relevant accounting and legislative bodies.

Implementation of Strategic Plan, Delivery Program & Strategies

- Review that Council is meeting its integrated planning and reporting obligations in accordance with legislative requirements.

Service Reviews

- Monitor that service reviews, or other appropriate improvement reviews, are undertaken where appropriate to ensure a focus on continuous improvement.

Collection of performance measurement data by Council

- Review that Council is collecting appropriate performance measurement data and reporting its performance measures in accordance with the integrated, planning and reporting framework.

Any other Matters Prescribed by Regulations

Internal Audit

- Act as a forum for communication between the Council, General Manager, senior management, internal audit and external audit.
- Review the internal audit policies and procedures including the risk-based audit methodology.

- Review the internal audit coverage and Internal Audit Plan, ensure the plan ~~is based on~~~~has considered the~~ Council's Enterprise Risk Management Framework, and approve the Internal Audit Plan.
- ~~Consider Advise on~~ the adequacy of ~~the~~ Internal Audit's ~~Coordinator's~~ resources to carry out ~~his or her~~its responsibilities, including completion of the approved Internal Audit Plan.
- ~~Review all audit reports and~~ ~~Review all audit reports and~~ ~~consider~~ provide advice on significant issues identified in audit reports and action taken on issues raised, including identification and dissemination of better practices.
- Monitor the implementation of internal audit recommendations by management.
- Meet separately with the ~~Head of Internal~~ Internal Audit Coordinator, without Management present, at least once per year.
- ~~REvery two years~~ review and endorse the Internal Audit Charter to ensure appropriate organisational structures, authority, ~~access~~ access, and reporting arrangements are in place.
- ~~Consider the overall effectiveness and performance of the~~ ~~Head of Internal~~ Internal Audit Coordinator and internal audit function.
- ~~Committee Chair to contribute to the~~ ~~Head of Internal~~ Internal Audit Coordinator's regular performance review.
- Provide advice to the General Manager on the results of any external assessments of the internal audit function.

External Audit

- Act as a forum for communication between the Council, General Manager, senior management, internal audit and external audit.
- Provide input and feedback on the financial statement and performance audit coverage proposed by the External Auditor, ~~and provide feedback on the external audit services provided.~~
- Review all external plans and reports (including closing reports and management letters) in respect of planned or completed external audits and monitor the implementation of audit recommendations by management.
- Consider significant issues raised in relevant external audit reports and better practice guides, and ensure appropriate action is taken
- ~~Review the Closing Report and any management letters outlining the results of the external audit, including whether appropriate action has been taken in response to audit recommendations and adjustments. This is to be undertaken following the initial response by Management.~~
- Meet separately with the External Auditor, without Management present, at least once per year.

The Committee may, at any time, consider any other matter it deems of sufficient importance to do so. In addition, at any time an individual Committee member may request a meeting with the Chair of the Committee.

RESPONSIBILITIES OF MEMBERS

3.4 Members of the Committee are expected to:

- Make themselves available as required to attend and participate in meetings.
- Understand the relevant legislation and regulatory requirements appropriate to Camden Council.
- Contribute the time needed to study and understand the papers provided.
- Apply good analytical skills, objectivity, and good judgment.
- Express opinions frankly, ask questions that go to the fundamental core of issues, and pursue independent lines of enquiry.

The Council will appoint the Chair and members of the Audit, Risk and Improvement Committee.

PART 4 COMPOSITION AND TENURE

4.1 The Committee will consist of:

Members (voting):

- 2 x Councillors
- 3 x Independent external members (not employees or elected representatives of the Council)
- Chairperson to be one of the Independent members

Attendee (non-voting):

- General Manager
- ~~Risk Management Officer~~ Manager Safety and Risk
- Internal Audit Coordinator
- Chief Financial Officer
- ~~Manager Governance and Risk~~
- Internal Audit Analyst (Secretariat)

Invitees (non-voting):

- Representatives of the External Auditor
- Members of the Executive Leadership Group not already in attendance
- Other officers may attend by invitation as requested by the Chair.

Councillors that are not members of the Committee are to have a standing invitation to attend any meeting of the Audit Risk and Improvement Committee, as an observer only.

Skills and Experience

4.2 The members of the Committee ~~should, taken~~ collectively develop, possess and maintain, will have a broad range of skills and experience relevant to the operations, governance and financial management of

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- 4.9 Notwithstanding this, positions will be declared vacant and new members will be sought on the date of the Council general election for Councillor members and at least six months after that date for independent external members. ~~Appointees may be reappointed for an additional term, not to exceed 8 years in total, by Council through this process.~~
- 4.10 The Chair must be an independent external member and may be appointed as Chair for a maximum of 5 years. The total term of the Chair as an independent external member of the Committee is not to exceed 8 years.
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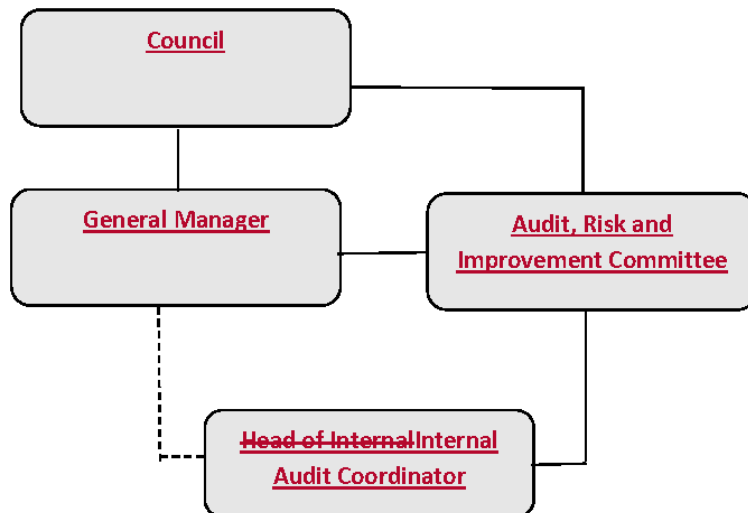
6.2 At the first meeting after the financial statements are considered each year by the Committee, the Internal Audit Coordinator will provide a joint performance report of the internal audit function and the ARIC covering:

- the performance of the internal audit function for the period of review—financial year as measured against agreed key performance indicators;
- the approved Internal Audit Plan of work for the previous financial year period of review showing the status of each audit;
- a summary of Council’s progress in addressing the findings and recommendations made in the internal and external audit reports; and
- a review of the activities of the Committee during the reporting period-summary of the work the Committee performed to fully discharge its responsibilities during the preceding year.

Reporting Lines

6.3 The Committee shall at all times ensure it maintains a direct reporting line to and from internal audit and acts as a mechanism for internal audit to report to the General Manager and Council on functional matters.

The following reporting line is prescribed where the dotted line represents ‘administrative’ reporting line and the bold line represents the ‘functional’ reporting line:



Decision Making

- 6.4 The Committee makes decisions by resolutions, which are to be recorded in the minutes.
- 6.5 Each member of the Audit, Risk and Improvement Committee shall be entitled to one vote only. In the case of an equality of votes on any issue, the Chair shall have the casting vote.
- 6.6 For the purpose of clarity, the Internal Audit Coordinator, External Auditor, General Manager, Chief Finance Officer, Manager ~~of Governance and Safety and Risk, Risk Management Officer~~ and Internal Audit Analyst are not voting members of the Committee.

Assessment Arrangements

- 6.7 The Chair of the Committee will initiate a review of the performance of the Committee, including the performance of the Chair, annually at least once every two years.
- 6.8 The review will be conducted on a self-assessment basis (unless otherwise determined by the General Manager), with appropriate input from management and any other relevant stakeholders.
- 6.9 When reviewing the Committee's performance, the Chair should be satisfied that an effective, comprehensive and complete service is being provided.

Review of Audit, Risk and Improvement Charter

- 6.10 At least once ~~every two~~ years the Audit, Risk and Improvement Committee will review this Audit, Risk and Improvement Committee Charter.
- 6.11 The Audit, Risk and Improvement Committee will be responsible for recommending any substantive changes to this Audit, Risk and Improvement Committee Charter subject to Council approval.

RELEVANT LEGISLATIVE INSTRUMENTS:

Local Government Act 1993
 Local Government Amendment (Governance and Planning) Act 2016
 Internal Audit Guidelines issued in September 2010 under Section 23A of the Local Government Act 1993
 Internal Audit Charter

RELATED POLICIES, PLANS AND PROCEDURES:**RESPONSIBLE PERSON:**

Internal Audit Coordinator

APPROVAL:

Council on recommendation of Audit Risk and Improvement Committee

Audit, Risk & Improvement Committee Charter
 Adopted by Council 09/04/2019

Review Date: 09/04/2021

EDMS #:19/139987

Page 16 of 17

NEXT REVIEW DATE:

~~April 2021~~ XX 2022

HISTORY:

Version	Approved by	Changes made	Date	EDMS Number
1	Camden Council	NA	10/06/2014	14/81253
2	Camden Council on recommendation of Business Assurance and Risk Committee	Yes	13/10/2015	15/305521
3	Camden Council on recommendation of Business Assurance and Risk Committee	Yes	09/04/2019	19/139987
<u>4</u>	<u>Camden Council on recommendation of Audit, Risk and Improvement Committee</u>	<u>Yes</u>	<u>XX</u>	<u>XX</u>

ORD12



Attachment 3

INTERNAL AUDIT CHARTER

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INTERNAL AUDIT CHARTER

DIVISION: INTERNAL AUDIT

PILLAR: INTERNAL AUDIT

VERSION: C.002

1. INTRODUCTION

- 1.1 Council has established Internal Audit as a key component of Camden Council's governance framework.

This Charter provides the framework for the conduct of the internal audit function and has been approved by Council taking into account the advice of the Audit, Risk and Improvement Committee.

- 1.2 Internal Audit at Camden Council is managed by the person appointed from time to time by the General Manager as the Head of Internal Audit within Council. For the purposes of Camden Council's organisational structure, the Head of Internal Audit is the Internal Audit Coordinator.

- 1.3 This Internal Audit Charter is a formal statement of purpose, authority and responsibility for an internal auditing function within Camden Council. This Charter:

- establishes Internal Audit within Camden Council and recognises the importance of such an independent and objective service to Council;
- outlines the legal and operational framework under which Internal Audit will operate;
- authorises Internal Audit to promote and direct a broad range of internal audits across Camden Council.

2. PURPOSE

Internal audit is an independent, objective assurance and consulting activity designed to add value and improve Camden Council's operations. It helps Council accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

3. AUTHORITY

- 3.1 The objectives of Internal Audit are to assist the General Manager to identify operational improvement opportunities; identify unsound practices; and recognise potential cost savings and performance improvements.
- 3.2 The scope of Internal Audit encompasses the examination and evaluation of the adequacy and effectiveness of the Council's internal controls, risk management and process

improvement against existing policies, procedures, legislative requirements and best practice.

- 3.3 Internal Audit is authorised to direct a comprehensive program of internal audit work in the form of reviews, consultancy advice, evaluations, appraisals, assessments and investigations of functions, processes, controls and governance frameworks in the context of the achievement of Council's objectives.
- 3.4 Internal auditors are authorised to have full, free and unrestricted access to all functions, premises, assets, personnel, records, and other documentation and information that the Head of Internal Audit considers necessary to enable the internal audit function to meet its responsibilities. When responding to requests, Council staff and contractors should cooperate with the internal audit function and must not knowingly mislead the internal audit function or willfully obstruct any audit activity.
- 3.5 All records, documentation and information accessed in the course of undertaking internal audit activities are to be used solely for the conduct of these activities. The Head of Internal Audit and individual internal audit staff are responsible and accountable for maintaining the confidentiality of the information they receive during the course of their work.

All internal audit documentation is to remain the property of Council, including where internal audit services are performed by an external third-party provider.

4. INDEPENDENCE

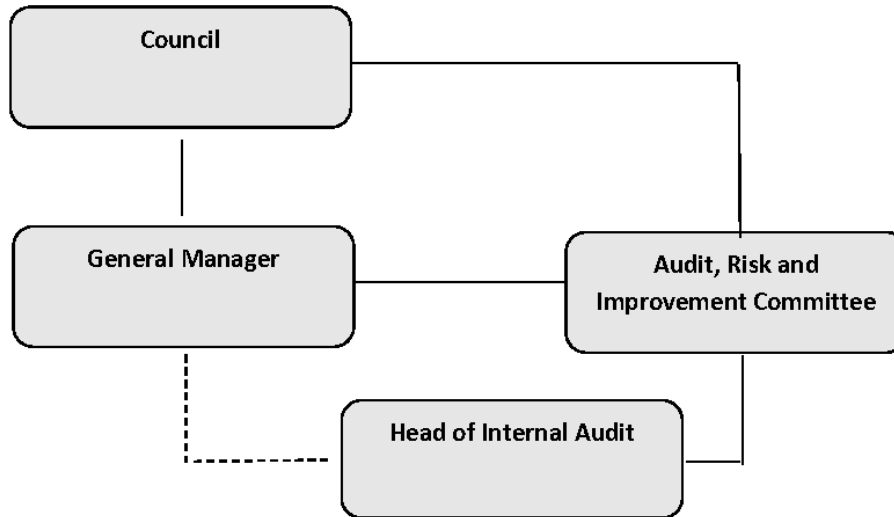
- 4.1 Independence is essential to the effectiveness of the internal audit function. Internal audit activity shall be independent, and internal auditors shall be objective in performing their work. Internal auditors shall have an impartial, unbiased attitude and avoid any conflicts of interest.

The internal audit function has no direct authority or responsibility for the activities it reviews. The internal audit function has no responsibility for developing or implementing procedures or systems and does not prepare records or engage in line processing functions or activities [except in carrying out its own functions].

- 4.2 Internal Audit staff and contractors shall report to the Head of Internal Audit any situations where they feel their objectivity may be impaired. Similarly, the Head of Internal Audit should report any such situations to the Audit, Risk & Improvement Committee.
- 4.3 The work of Internal Audit does not relieve the staff of Camden Council from their accountability to discharge their responsibilities. All Camden Council staff are responsible for risk management and the operation and enhancement of internal control. This includes responsibility for implementing remedial action endorsed by management following an internal audit.
- 4.4 Internal Audit shall not be responsible for operational activities on a daily basis, or in detailed development or implementation of new or changed systems, or for internal checking processes.
- 4.5 The internal audit function, through the Head of Internal Audit, reports functionally to the Audit and Risk Committee on the results of completed audits, and for strategic direction

and accountability purposes, and reports administratively to the General Manager to facilitate day to day operations. The Head of Internal Audit has direct access to the General Manager to discuss audit and risk issues when required.

The following dual reporting line is prescribed where the dotted line represents the 'administrative' reporting line and the bold line represents the 'functional' reporting line:



5. ROLES AND RESPONSIBILITIES

- 5.1 The internal audit function shall evaluate and contribute to the improvement of governance, risk management, and control processes using a systematic and disciplined approach.

In the conduct of its activities, the internal audit function will play an active role in:

- developing and maintaining a culture of accountability and integrity,
- facilitating the integration of risk management into day-to-day business activities and processes, and
- promoting a culture of cost-consciousness, self-assessment and adherence to high ethical standards.

Internal audit activities will encompass the following areas:

Audit activities including audits with the following orientation:

Risk Management

- evaluate the effectiveness, and contribute to the improvement, of risk management processes
- provide assurance to the General Manager and the Audit, Risk and Improvement Committee on the effectiveness of the risk management framework including the design and operational effectiveness of internal controls

- provide assurance that risk exposures relating to the Council's governance, operations, and information systems are correctly evaluated, including:
 - i. reliability and integrity of financial and operational information,
 - ii. effectiveness, efficiency and economy of operations, and
 - iii. safeguarding of assets
- evaluate the design, implementation and effectiveness of the Council's ethics-related objectives, programs and activities
- assess whether the information technology governance of the Council sustains and supports the Council's strategies and objectives.

Compliance

- assess compliance with applicable laws, regulations, policies and procedures.

Performance improvement

- evaluate the efficiency, effectiveness and economy of Council's business systems and processes.

Advisory services

The internal audit function can advise the Council's management on a range of matters including:

New programs, systems and processes

- providing advice on the development of new programs and processes and/or significant changes to existing programs and processes including the design of appropriate controls.

Risk management

- assisting management to identify risks and develop risk treatment and monitoring strategies as part of the risk management framework

Fraud and corruption control

- evaluating the potential for the occurrence of fraud and corruption and how the Council manages fraud and corruption risk
- assisting the General Manager to investigate fraud and corruption, identify the risks of fraud and corruption and develop fraud and corruption prevention and monitoring strategies
- providing advice on developing, implementing, and maintaining a fraud and corruption control framework to prevent, detect and manage fraud and corruption.

Other

- conduct any other special investigations as directed by the General Manager or the Audit, Risk and Improvement Committee via the General Manager.

- 5.2 The Head of Internal Audit is also responsible for the following audit supporting activities:
- managing the internal audit function
 - assisting the Audit, Risk & Improvement Committee to discharge its responsibilities
 - monitoring the implementation of agreed recommendations
 - disseminating across Camden Council better practice and lessons learnt arising from its audit activities

6. INTERNAL AUDIT METHODOLOGY

- 6.1 Internal Audit shall apply an internal audit methodology consistent with the Standards for each internal audit engagement, considering the nature of the activity and the pre-determined parameters for the engagement. Generally, internal audits will include:
- planning;
 - reviewing and assessing risks in the context of the audit objectives;
 - examination and evaluation of information;
 - communicating results; and
 - following up on implementation of audit recommendations.

7. OPERATING PRINCIPLES

- 7.1 Internal audit activities will be conducted in accordance with:
- this Charter;
 - International Standards for the Professional Practice of Internal Auditing issued by the Institute of Internal Auditors (the Standards);
 - the Code of Ethics issued by the Institute of Internal Auditors; and
 - ~~relevant audit standards issued by the auditing and Assurance Standards Board~~
 - regulatory requirements including any requirements of the *Local Government Act 1993* and associated regulations and the *Independent Commission against Corruption Act 1988*

8. REQUIREMENTS OF INTERNAL AUDIT

- 8.1 Internal Audit shall:
- possess the knowledge, skills, and technical proficiency essential to the performance of internal audits. This includes consideration of current activities, trends and emerging issues, to enable relevant advice and recommendations;
 - be skilled in dealing with people and in communicating audit, risk management and related issues effectively;
 - maintain their technical competence through a program of continuing education;
 - exercise due professional care in performing internal audit engagements.
- 8.2 Internal audit staff shall:
- comply with Camden Council's Code of Conduct
 - comply with relevant professional Standards of conduct
 - conduct themselves in a professional manner; and
 - conduct their activities in a manner consistent with the concepts expressed in the Standards and the Code of Ethics.

9. REPORTING REQUIREMENTS

- 9.1 Internal Audit shall at all times report functionally to the Audit, Risk & Improvement Committee. At each Audit, Risk & Improvement Committee meeting, the Head of Internal Audit shall submit a report on:
- audits completed
 - time spent on other audit activities
 - progress in implementing the annual audit work plan; and
 - the implementation status of agreed internal and external audit recommendations.
- 9.2 On completion of each internal audit engagement, Internal Audit shall issue a report to its audit customers detailing the objective and scope of the audit, and resulting issues based on the outcome of the audit. Internal Audit shall seek from the responsible Senior Executive or Manager an agreed or endorsed action plan outlining remedial action to be taken, along with an implementation timetable and Responsible Officers for the action. Responsible Officers shall have ten working days to provide written management responses and action plans in response to issues and recommendations contained in internal audit reports.
- Internal Audit shall also provide the appropriate Senior Executive or Manager with a client feedback form requesting feedback on the conduct of the audit to enable an assessment of client satisfaction.
- 9.3 Internal Audit shall make available all internal audit reports to the Audit, Risk & Improvement Committee. However, the work of the Internal Auditor is solely for the benefit of Camden Council and is not to be relied on or provided to any other person or organisation, except where this is formally authorised by the Audit, Risk & Improvement Committee.
- 9.4 In addition to the normal process of reporting on work undertaken by Internal Audit, the Head of Internal Audit shall draw to the attention of the Audit, Risk & Improvement Committee all matters that, in the Head of Internal Audit's opinion, warrant reporting to the Audit, Risk & Improvement Committee.
- 9.5 At least annually, Internal Audit shall provide a report to the Audit, Risk & Improvement Committee outlining the results of the Internal Audit function. This should include an assessment against the performance measures endorsed by the Committee as per paragraph 13.2.
- 9.6 At least annually, the Head of Internal Audit shall meet separately with the Audit, Risk and Improvement Committee without Council's management present.

10. PLANNING REQUIREMENTS

- 10.1 Internal Audit shall use a risk-based rolling program of internal audits to establish a three-year audit plan to be reviewed annually. The program of audits is to be divided into three 12-month periods clearly demonstrating the coverage for each year. This approach is designed to be flexible, dynamic and more timely in order to meet the changing needs and priorities of Camden Council.
- 10.2 The Head of Internal Audit shall prepare an Internal Audit Plan annually for review and

approval by the Audit, Risk & Improvement Committee, showing the proposed areas for audit. The Internal Audit Plan shall be based on an assessment of the goals, objectives, and business risks of Camden Council, and shall take into consideration any special requirements of the Audit, Risk & Improvement Committee and the Executive Leadership Group.

- 10.3 The Head of Internal Audit has discretionary authority to adjust the Internal Audit Plan as a result of receiving special requests from the Executive Leadership Group to conduct reviews that are not on the plan, with these to be approved at the next meeting of the Audit, Risk & Improvement Committee.

11. CONTRACT AUDIT RESOURCES

- 11.1 To supplement Internal Audit resources, the Head of Internal Audit may engage the services of specialist external contractors. The contractors will be engaged through Council's approved procurement processes. The independent external contractors will operate under the supervision of the Head of Internal Audit.
- 11.2 At least annually, contract internal auditors will confirm their independence and compliance with the Standards.

12. COORDINATION WITH EXTERNAL AUDIT

- 12.1 Periodic meetings and contact between internal and external audit shall be held to discuss matters of mutual interest, coordinate audit activity and reduce duplication of audit effort.
- 12.2 External audit will have full and free access to all internal audit plans, working papers and reports.

13. QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

- 13.1 The Head of Internal Audit shall oversee the development and implementation of a quality assurance and improvement program for internal audit, to provide assurance that internal audit work conforms to the Standards and is focused on continuous improvement.
- 13.2 The Head of Internal Audit shall develop performance measures (key performance indicators) for consideration and endorsement by the Audit, Risk & Improvement Committee, as a means for the performance of internal audit to be periodically evaluated.
- 13.3 Internal Audit shall also be subject to an internal quality review every two years and an independent quality review at least every five years. Such review shall be in line with the Standards and be commissioned by and reported to the Audit, Risk & Improvement Committee.

14. CONFLICTS OF INTEREST

- 14.1 Internal Audit is not to provide audit services for work for which they may previously have been responsible. Whilst the Standards provide guidance on this point and allow this to occur after 12 months, each instance should be carefully assessed.
- 14.2 When engaging internal audit contractors, the Head of Internal Audit shall take steps to identify, evaluate the significance, and manage any perceived or actual conflicts of interest

that may impinge upon internal audit work.

- 14.3 Instances of perceived or actual conflict of interest by the Head of Internal Audit are to be immediately reported to the Audit, Risk & Improvement Committee by the Head of Internal Audit.

15. REVIEW OF INTERNAL AUDIT CHARTER

- 15.1 The Head of Internal Audit shall periodically review the Internal Audit Charter and make recommendations for amendment to the Charter for Audit, Risk and Improvement Committee approval to ensure it remains up to date and reflects the current scope of internal audit work.
- 15.2 This Charter will be reviewed at least annually by the Audit, Risk & Improvement Committee. Any substantive changes will be formally approved by Council on the recommendation of the Audit, Risk and Improvement Committee.

RELEVANT LEGISLATIVE INSTRUMENTS AND STANDARDS:

Local Government Act 1993
 Local Government Amendment (Governance and Planning) Act 2016
 Independent Commission against Corruption Act 1988
 Internal Audit Guidelines issued in September 2010 under Section 23A of the Local Government Act 1993
 Standards or professional practice issued by the Institute of Internal Auditors Australia
 Internal Audit Charter

RELATED POLICIES, PLANS AND PROCEDURES: RESPONSIBLE PERSON:

Internal Audit Coordinator

APPROVAL:

Council on recommendation of Audit Risk and Improvement Committee

NEXT REVIEW DATE:

XX 2022

HISTORY:

Issue	Approved by	Changes made	Date
1	Council on recommendation of Business Assurance and Risk Committee	Nil	13/10/2015
2	The Audit, Risk & Improvement Committee	Minor updates	06/03/2019
3	Council on recommendation of Audit, Risk and Improvement Committee	Various to comply with best practice	XX

* * *

ORD12



Attachment 4

INTERNAL AUDIT CHARTER

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INTERNAL AUDIT CHARTER

DIVISION: INTERNAL AUDIT

PILLAR: INTERNAL AUDIT

VERSION: C.002

1. INTRODUCTION

- 1.1 Council has established Internal Audit as a key component of Camden Council's governance framework.

This Charter provides the framework for the conduct of the internal audit function and has been approved by Council taking into account the advice of the Audit, Risk and Improvement Committee.

- 1.2 Internal Audit at Camden Council is managed by the person appointed from time to time by the General Manager as the Head of Internal Audit within Council. For the purposes of Camden Council's organisational structure, the Head of Internal Audit is the Internal Audit Coordinator.

- 1.3 This Internal Audit Charter is a formal statement of purpose, authority and responsibility for an internal auditing function within Camden Council. This Charter:

- establishes Internal Audit within Camden Council and recognises the importance of such an independent and objective service to Council;
- outlines the legal and operational framework under which Internal Audit will operate;
- authorises Internal Audit to promote and direct a broad range of internal audits across Camden Council.

2. PURPOSE

~~The purpose of the internal audit function is to provide~~ an independent, objective assurance and consulting activity designed to add value and improve Camden Council's operations. It helps ~~an organisation~~ Council accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

3. ROLE AND AUTHORITY

- 3.1 The objectives of Internal Audit are to assist the General Manager to identify ~~operational improvement~~ opportunities; identify unsound practices; and recognise potential cost savings and performance improvements.

Internal Audit Charter
Adopted by ~~Business Assurance and Risk Committee~~ Council
~~06/03/2019~~

Review Date: 06/03/2021
EDMS # ~~40/439028~~

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3.2 The scope of Internal Audit encompasses the examination and evaluation of the adequacy and effectiveness of the Council's internal controls, risk management and process improvement against existing policies, procedures, legislative requirements and best practice.

3.3 Internal Audit is authorised to direct a comprehensive program of internal audit work in the form of reviews, consultancy advice, evaluations, appraisals, assessments and investigations of functions, processes, controls and governance frameworks in the context of the achievement of Council's objectives.

~~3.4 Internal auditors are authorised to have full, free and unrestricted access to all functions, premises, assets, personnel, records, and other documentation and information that the Head of Internal Audit considers necessary to enable the internal audit function to meet its responsibilities. When responding to requests, Council staff and contractors should cooperate with the internal audit function and must not knowingly mislead the internal audit function or willfully obstruct any audit activity.~~

~~3.5 All records, documentation and information accessed in the course of undertaking internal audit activities are to be used solely for the conduct of these activities. The Head of Internal Audit and individual internal audit staff are responsible and accountable for maintaining the confidentiality of the information they receive during the course of their work.~~

~~All internal audit documentation is to remain the property of Council, including where internal audit services are performed by an external third-party provider.~~

~~As a result, Internal Audit is authorised to have full, free and unrestricted access to all functions, property, personnel, records, information, accounts, files and other documentation, as necessary for the conduct of their work.~~

~~4. OBJECTIVITY, INDEPENDENCE AND ORGANISATIONAL STATUS~~

~~4.1 Independence is essential to the effectiveness of the internal audit function. Internal audit activity shall be independent, and internal auditors shall be objective in performing their work. Internal auditors shall have an impartial, unbiased attitude and avoid any conflicts of interest.~~

~~To facilitate this approach, Internal Audit shall have independent status within Camden Council, and for this purpose shall report administratively to the General Manager and functionally to the Audit, Risk & Improvement Committee.~~

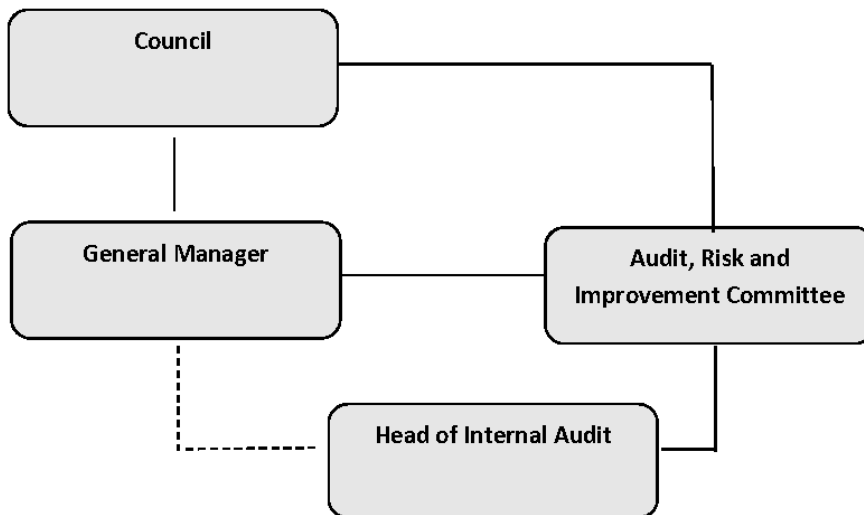
~~The internal audit function has no direct authority or responsibility for the activities it reviews. The internal audit function has no responsibility for developing or implementing procedures or systems and does not prepare records or engage in original processing functions or activities [except in carrying out its own functions].~~

~~Objectivity requires an unbiased mental attitude. As such, all Internal Audit staff (including contractors) shall perform internal audit engagements in such a manner that they have an honest belief in their work product and that no significant quality compromises are made. Further it requires Internal Audit staff not to subordinate their judgment on internal audit~~

~~matters to that of others.~~

- 4.2 ~~Internal Audit shall be independent of the activities reviewed, and therefore shall not undertake any operating responsibilities outside internal audit work. Neither shall Internal Audit staff have any executive or managerial powers, authorities, functions or duties except those relating to the management of the internal audit function.~~ Internal Audit staff and contractors shall report to the Head of Internal Audit any situations where they feel their objectivity may be impaired. Similarly, the Head of Internal Audit should report any such situations to the Audit, Risk & Improvement Committee.
- 4.3 The work of Internal Audit does not relieve the staff of Camden Council from their accountability to discharge their responsibilities. All Camden Council staff are responsible for risk management and the operation and enhancement of internal control. This includes responsibility for implementing remedial action endorsed by management following an internal audit.
- 4.4 Internal Audit shall not be responsible for operational activities on a daily basis, or in detailed development or implementation of new or changed systems, or for internal checking processes.
- 4.5 The internal audit function, through the Head of Internal Audit, reports functionally to the Audit and Risk Committee on the results of completed audits, and for strategic direction and accountability purposes, and reports administratively to the General Manager to facilitate day to day operations. The Head of Internal Audit has direct access to the General Manager to discuss audit and risk issues when required.

The following dual reporting line is prescribed where the dotted line represents the 'administrative' reporting line and the bold line represents the 'functional' reporting line:



5. SCOPE OF WORK ROLES AND RESPONSIBILITIES

5.1 The internal audit function shall evaluate and contribute to the improvement of governance, risk management, and control processes using a systematic and disciplined approach.

In the conduct of its activities, the internal audit function will play an active role in:

- –developing and maintaining a culture of accountability and integrity,
- –facilitating the integration of risk management into day-to-day business activities and processes, and
- –promoting a culture of cost-consciousness, self-assessment and adherence to high ethical standards.

5.2—Internal audit activities will encompass the following areas:

Audit activities including audits with the following orientation:

Risk Management

- evaluate the effectiveness, and contribute to the improvement, of risk management processes
- –provide assurance to the General Manager and the Audit, Risk and Improvement Committee on the effectiveness of the risk management framework including the design and operational effectiveness of internal controls
- provide assurance that risk exposures relating to the Council's governance, operations, and information systems are correctly evaluated, including:
 - i. reliability and integrity of financial and operational information,
 - ii. effectiveness, efficiency and economy of operations, and
 - iii. safeguarding of assets
- evaluate the design, implementation and effectiveness of the Council's ethics-related objectives, programs and activities
- assess whether the information technology governance of the Council sustains and supports the Council's strategies and objectives.

Compliance

- assess compliance with applicable laws, regulations, policies and procedures.

Performance improvement

- evaluate the efficiency, effectiveness and economy of ~~entity~~Council's business systems and processes.

Advisory services

The internal audit function can advise the Council's management on a range of matters including:

New programs, systems and processes

- providing advice on the development of new programs and processes and/or significant changes to existing programs and processes including the design of appropriate controls.

Risk management

- assisting management to identify risks and develop risk treatment and monitoring strategies as part of the risk management framework

Fraud and corruption control

- evaluating the potential for the occurrence of fraud and corruption and how the Council manages fraud and corruption risk
- assisting the General Manager to investigate fraud and corruption, identify the risks of fraud and corruption and develop fraud and corruption prevention and monitoring strategies
- providing advice on developing, implementing, and maintaining a fraud and corruption control framework to prevent, detect and manage fraud and corruption.

Other

- conduct any other special investigations –as directed by the General Manager or the Audit, Risk and Improvement Committee via the General Manager.

~~The scope of services provided by the Internal Auditor shall include: the examination and evaluation of the adequacy and effectiveness of systems of internal control, risk management, governance, and the status of ethical behaviour; ascertaining conformity with the goals and objectives of Camden Council; assessment of the economic and efficient use of resources; the examination of compliance with policies, procedures, plans and legislation; assessment of the reliability and integrity of information; assessment of fraud control processes in place; assessment of the safeguarding of assets; and any special investigations as directed by the General Manager or the Audit, Risk & Improvement Committee via the General Manager.~~

5.2 The Head of Internal Audit is also responsible for the following audit supporting activities:

- managing the internal audit function
- assisting the Audit, Risk & Improvement Committee to discharge its responsibilities
- monitoring the implementation of agreed recommendations
- disseminating across Camden Council better practice and lessons learnt arising from its audit activities

6. INTERNAL AUDIT METHODOLOGY

6.1 Internal Audit shall ~~use the most appropriate~~apply an internal audit methodology consistent with the Standards— for each internal audit engagement, ~~depending on~~considering the nature of the activity and the pre-determined parameters for the engagement. Generally, internal audits will include:

- planning;
- reviewing and assessing risks in the context of the audit objectives;
- examination and evaluation of information;
- communicating results; and
- following up on implementation of audit recommendations.

7. OPERATING PRINCIPLES

7.1 Internal audit activities will be conducted in accordance with:

- this Charter;
- International Standards for the Professional Practice of Internal Auditing issued by the Institute of Internal Auditors (the Standards);
- the Standards and Code of Ethics issued by the Institute of Internal Auditors; and
- ~~relevant audit standards issued by the auditing and Assurance Standards Board~~
- regulatory requirements including any requirements of the Local Government Act 1993 and associated regulations and the Independent Commission against Corruption Act 1988

8. REQUIREMENTS OF INTERNAL AUDIT

8.1 Internal Audit shall:

- possess the knowledge, skills, and technical proficiency essential to the performance of internal audits. This includes consideration of current activities, trends and emerging issues, to enable relevant advice and recommendations;
- be skilled in dealing with people and in communicating audit, risk management and related issues effectively;
- maintain their technical competence through a program of continuing education;
- exercise due professional care in performing internal audit engagements.

8.2 Internal audit staff shall:

- comply with Camden Council's Code of Conduct
- comply with relevant professional Standards of conduct
- conduct themselves in a professional manner; and
- conduct their activities in a manner consistent with the concepts expressed in the Standards and the Code of Ethics.

~~7.2 In the conduct of internal audit work, internal audit staff will:~~

- ~~comply with Camden Council's Code of Conduct~~
- ~~comply with relevant professional standards of conduct~~
- ~~possess the knowledge, skills and technical proficiency relevant to the performance of their duties. This includes consideration of current activities, trends and emerging issues, to enable relevant advice and recommendations~~
- ~~be skilled in dealing with people and communicating audit, risk management and related issues effectively~~

9. REPORTING REQUIREMENTS

- 9.1 Internal Audit shall at all times report functionally to the Audit, Risk & Improvement Committee. At each Audit, Risk & Improvement Committee meeting, the Head of Internal

Audit shall submit a report on:

- audits completed
- time spent on other audit activities
- progress in implementing the annual audit work plan; and
- the implementation status of agreed internal and external audit recommendations.

9.2 On completion of each internal audit engagement, Internal Audit shall issue a report to its audit customers detailing the objective and scope of the audit, and resulting issues based on the outcome of the audit. Internal Audit shall seek from the responsible Senior Executive or Manager an agreed or endorsed action plan outlining remedial action to be taken, along with an implementation timetable and Responsible Officers for the action person responsible. Responsible Officers shall have ten working days to provide written management responses and action plans in response to issues and recommendations contained in internal audit reports.

Internal Audit shall also provide the appropriate Senior Executive or Manager with a client feedback form requesting feedback on the conduct of the audit to enable an assessment of client satisfaction.

9.3 Internal Audit shall make available all internal audit reports to the Audit, Risk & Improvement Committee. However, the work of the Internal Auditor is solely for the benefit of Camden Council and is not to be relied on or provided to any other person or organisation, except where this is formally authorised by the Audit, Risk & Improvement Committee.

9.4 In addition to the normal process of reporting on work undertaken by Internal Audit, the Head of Internal Audit shall draw to the attention of the Audit, Risk & Improvement Committee all matters that, in the Head of Internal Audit's opinion, warrant reporting to the Audit, Risk & Improvement Committee.

9.5 At least annually, Internal Audit shall provide a report to the Audit, Risk & Improvement Committee outlining the results of the Internal Audit function. This should include an assessment against the performance measures endorsed by the Committee as per paragraph 1343.2.

9.6 At least annually, the Head of Internal Audit shall meet separately with the Audit, Risk and Improvement Committee without Council's management present.

10. PLANNING REQUIREMENTS

10.1 Internal Audit shall use a risk-based rolling program of internal audits to establish a three-year audit plan to be reviewed annually. The program of audits is to be divided into three ~~12-month~~ 12-month periods clearly demonstrating the coverage for each year. This approach is designed to be flexible, dynamic and more timely in order to meet the changing needs and priorities of Camden Council.

10.2 The Head of Internal Audit shall prepare an Internal Audit Plan annually for review and approval by the Audit, Risk & Improvement Committee, showing the proposed areas for audit. The Internal Audit Plan shall be based on an assessment of the goals, ~~objectives~~ objectives, and business risks of Camden Council, and shall take into

consideration any special requirements of the Audit, Risk & Improvement Committee and the Executive Leadership Group.

- 10.3 The Head of Internal Audit has discretionary authority to adjust the Internal Audit Plan as a result of receiving special requests from the Executive Leadership Group to conduct reviews that are not on the plan, with these to be approved at the next meeting of the Audit, Risk & Improvement Committee.

11. CONTRACT AUDIT RESOURCES

- 11.1 To supplement Internal Audit resources, the Head of Internal Audit may engage the services of specialist external contractors. The contractors will be engaged through Council's approved procurement processes. The independent external contractors will operate under the supervision of the Head of Internal Audit.

11.2 At least annually, contract internal auditors will confirm their independence and compliance with the Standards.

12. COORDINATION WITH EXTERNAL AUDIT

- ~~12.1 The Head of Internal Audit shall periodically consult with the External Auditor to discuss matters of mutual interest, to co-ordinate audit activity, and to reduce duplication of audit effort.~~

Periodic meetings and contact between internal and external audit shall be held to discuss matters of mutual interest, coordinate audit activity and reduce duplication of audit effort.

12.2 External audit will have full and free access to all internal audit plans, working papers and reports.

13. QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

- ~~13.1~~ 13.1 The Head of Internal Audit shall oversee the development and implementation of a quality assurance and improvement program for internal audit, to provide assurance that internal audit work conforms to the Standards and is focused on continuous improvement.

- ~~14.2~~ 14.2 The Head of Internal Audit shall develop performance measures (key performance indicators) for consideration and endorsement by the Audit, Risk & Improvement Committee, as a means for the performance of internal audit to be periodically evaluated.

- ~~14.3~~ 14.3 Internal Audit shall also be subject to an internal quality review every two years and an independent quality review at least every five years. Such review shall be in line with the Standards and be commissioned by and reported to the Audit, Risk & Improvement Committee.

14. CONFLICTS OF INTEREST

- ~~14.5~~ 14.5.1 Internal Audit is not to provide audit services for work for which they may previously have been responsible. Whilst the Standards provide guidance on this point and allow this to occur after 12 months, each instance should be carefully assessed.

145.2 When engaging internal audit contractors, the Head of Internal Audit shall take steps to identify, evaluate the significance, and manage any perceived or actual conflicts of interest that may impinge upon internal audit work.

145.3 Instances of perceived or actual conflict of interest by the Head of Internal Audit are to be immediately reported to the Audit, Risk & Improvement Committee by the Head of Internal Audit.

15. REVIEW OF INTERNAL AUDIT CHARTER

15.1 The Head of Internal Audit shall ~~every two years~~periodically review the Internal Audit Charter and make recommendations for amendment to the Charter for Audit, Risk and Improvement Committee approval to ensure it remains up to date and reflects the current scope of internal audit work.

15.2 This Charter will be reviewed at least annually by the Audit, Risk & Improvement Committee. Any substantive changes will be formally approved by ~~the~~ Council on the recommendation of the Audit, Risk and Improvement Committee.

~~Any changes to this Internal Audit Charter will be approved by the Audit, Risk & Improvement Committee.~~

RELEVANT LEGISLATIVE INSTRUMENTS AND STANDARDS:

Local Government Act 1993
Local Government Amendment (Governance and Planning) Act 2016
Independent Commission against Corruption Act 1988
Internal Audit Guidelines issued in September 2010 under Section 23A of the Local Government Act 1993
Standards or professional practice issued by the Institute of Internal Auditors Australia
Internal Audit Charter

RELATED POLICIES, PLANS AND PROCEDURES:

Internal Audit Coordinator

RESPONSIBLE PERSON:

APPROVAL:

Council on recommendation of Audit Risk and Improvement Committee

Internal Audit Charter
Adopted by ~~Business Assurance and Risk Committee~~Council
~~06/03/2019~~XX

Review Date: 06/03/2021
EDMS # ~~49/439928~~XX

NEXT REVIEW DATE: *March 2021*

HISTORY:

Issue	Approved by	Changes made	Date
1	<i>Council on recommendation of Business Assurance and Risk Committee</i>	<i>Nil</i>	<i>13/10/2015</i>
2	<i>The Audit, Risk & Improvement Committee</i>	<i>Minor updates</i>	<i>06/03/2019</i>
<u>3</u>	<u><i>Council on recommendation of Audit, Risk and Improvement Committee</i></u>	<u><i>Various to comply with best practice</i></u>	<u><i>XX</i></u>

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Internal Audit Charter
 Adopted by ~~Business Assurance and Risk Committee~~
Council
~~06/03/2019~~XX

Review Date: 06/03/2021
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