

Attachments

Ordinary Council Meeting

Camden Council
Administration Centre
70 Central Avenue
Oran Park

13 May 2025



camden
council

ATTACHMENTS

ORD01	Pre-Public Exhibition - Draft Narellan Creek Flood Study	
	Attachment 1: Draft Narellan Creek Flood Study - Volume 1 - Report and Appendices	4
	Attachment 2: Draft Narellan Creek Flood Study - Volume 2 - Figures	5
ORD02	Pre-Public Exhibition - 96 Rickard Road Planning Agreement	
	Attachment 1: VPA Letter of Offer - 96 Rickard Road.....	6
	Attachment 2: Draft 96 Rickard Road Voluntary Planning Agreement.....	30
ORD03	Pre-Public Exhibition - Draft Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy	
	Attachment 1: Draft Revised Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy - Tracked Changes	107
ORD04	Post-Public Exhibition - Scoping Study for Voluntary House Raising, Nepean River Catchment	
	Attachment 1: Nepean Voluntary House Raising Scoping Study - Final Report.....	135
ORD10	March Review of the 2024/25 Budget	
	Attachment 1: March Quarterly Review Attachment	179
	Attachment 2: March QBRS	180
ORD11	Audit Risk and Improvement Committee and Internal Audit Four-Year Work Plans	
	Attachment 1: Audit, Risk and Improvement Committee Strategic 4-Year Work Plan - September 2024 to September 2028	190
	Attachment 2: Strategic Internal Audit Plan 2024 to 2028.....	200
ORD12	Investment Monies - March 2025	
	Attachment 1: Monthly Investment Summary Report - March 2025	228

ORD13 Conference Attendance Request - EV Infrastructure Summit 2025

Attachment 1: EV Infrastructure Summit - Brochure 234

Placeholder for Attachment 1

Pre-Public Exhibition - Draft Narellan Creek Flood Study

Draft Narellan Creek Flood Study - Volume 1 - Report and
Appendices

UNDER SEPARATE COVER

Placeholder for Attachment 2

Pre-Public Exhibition - Draft Narellan Creek Flood Study

Draft Narellan Creek Flood Study - Volume 2 - Figures

UNDER SEPARATE COVER

18 March 2024

General Manager
Camden Council
70 Civic Way
ORAN PARK NSW 2570

Attention: Ben Richards

Dear Sir

OFFER TO ENTER INTO A PLANNING AGREEMENT ('VPA') – 96 RICKARD ROAD, LEPPINGTON

We refer to our recent discussions with Council concerning the above. Stevens Group is now writing to formally request Council's approval to enter into a planning agreement.

1.0 Background

Stevens Group is the owner of 96 Rickard Road, Leppington, Lot 4 DP 1012407 ('the Subject Land').

The Subject Land is affected by *Water Cycle Management - Essential Works* identified in Council's Developer Contributions Plan, *Camden Growth Areas Contributions Plan Amendment 3* ('the CGACP'). This comprises item C10 being acquisition of land and construction of an overland flow path. The land component is located within an *SP2 Local Drainage* zoning parallel to its Ingleburn Road frontage.

The Subject Land is also affected by an *SP2 Classified Road* zoning along its Rickard Road and Ingleburn Road frontages.

Development consent has been granted to DA/2021/1697/3 ('the Development') over the Subject Land for

- *Demolition of existing structures, tree removal, concept approval for a mixed use development comprising a service station, a McDonald's restaurant, a 120 place centre-based child care facility, health services facilities, office premises, business premises, a hotel and 3 food and drink premises, display of signage, construction of public roads, subdivision and associated site works.*
- *First stage development consent for the service station, the McDonald's restaurant, the 120 place centre-based child care facility, 1 food and drink premises, display of signage, construction of public roads, subdivision and associated site works.*

Stevens Holdings Pty Limited | **ABN:** 14 002 386 450 | (Trading As Stevens Group)
Postal Address: PO Box 3171 Erina NSW 2250 | Suite 6, 257-259 Central Coast Highway, Erina
Phone: 02 4365 3351 | **Fax:** 02 4365 3750 | www.stevensgroup.com.au

STEVENS GROUP

Approved site works under the Development include trunk drainage works, comprising 2.4m wide x 1.2m high culvert, over that part of the site in which the aforementioned item C10 works would be located, plus associated landscaping.

Land area associated with the trunk drainage works ('the Trunk Drainage Land'), shown as proposed Lot 7 in the approved plan of subdivision for the Development, amounts to 0.1453ha.

The Development also included additional provision for road widening beyond the *SP2 Classified Road* zoned land to accommodate a future upgrade of the Ingleburn and Rickard Road intersection beyond that currently allowed for by the *SP2 Classified Road* zone. This additional road widening provision, allowed for at the request of Council, is to allow for the planned upgrade to the Rickard Road intersection design to a signalised intersection with left turn slip lane for Rickard Road southbound traffic movements.

The CGACP adopts the following unindexed attributable costs for item C10:

- \$137,000 for acquisition of 0.1370ha of land;
- \$114,205 for the *Overland Flow Path* works.

We note that Council has recently exhibited a draft amendment to the CGACP (draft Amendment no. 4) which proposes the following attributable costs for item C10:

- \$313,100 for acquisition of 0.1566ha of land;
- \$308,720 for the *Overland Flow Path* works.

Despite the increase in costs for item C10 in the Draft CGACP, the allowance is still for an *Overland Flow Path*, not an *Underground Culvert* as requested by Council and conditioned in the DA Consent. The actual cost of the approved stormwater infrastructure and land acquisition value is shown below:

- \$925,000 for value of 0.1453ha of Land (See Valuation Advice at Annexure D).
- \$722,581 for the *Underground Stormwater Culvert* (See QS Report at Annexure E).

The offer is significantly less than the total cost of the works and value of the land, as supported by QS and Valuation attached to this letter:

	CGACP Current	CGACP Draft	Actual Cost
Land Acquisition	\$137,000	\$313,100	\$925,000
Stormwater Works	\$114,205	\$308,720	\$722,581
Total	\$251,205	\$621,820	\$1,647,581

There is no allocation in the CGACP (current or draft) for road widening (land or works) to Ingleburn and Rickard Roads.

2.0 Details of the offer

Stevens Group offers to enter into a planning agreement with the Council under section 7.4 of the *Environmental Planning and Assessment Act 1979* ('EP&A Act') in respect of the Subject Land and the Development.

The offer seeks to offset s7.11 developer contributions payable under the Development as detailed in condition 26 at *Section 6.0 Prior to issue of a Subdivision Certificate*, to a value of \$910,569, comprising:

- \$313,100 being the land value of the 0.1453ha of the Trunk Drainage Land.
- \$597,469 being the value of the underground culvert trunk drainage and associated landscape works.

Construction of the trunk drainage and associated landscape works prior to the release of the subdivision certificate for the Development, with dedication of 0.1453ha of land as drainage reserve, would be a requirement under the planning agreement.

Stevens Group agrees to register the planning agreement on the title of the Subject Land, subject to the planning agreement being released from the land upon registration of the plan of subdivision that will include dedication of the Trunk Drainage Land as drainage reserve. No additional security arrangements are considered necessary, as the completion of the trunk drainage and associated landscaping works and dedication of the Trunk Drainage Land are necessary as part of obtaining a subdivision certificate.

The offer is significantly less than the actual cost of the proposed works:

	Actual Cost	Offer for VPA	Difference
Land Acquisition	\$925,000	\$313,100	- \$611,900
Stormwater Works	\$722,581	\$597,469	- \$125,112
Total	\$1,647,581	\$910,569	- \$737,012

The offer represents a total discount to the actual cost of works by \$737,012.

3.0 Acceptability

The following provides our assessment of the offer in terms of the 'acceptability test' criteria as set out in the *Planning Agreements Practice Note – February 2021* (NSW Department of Planning Industry and Environment).

Would the planning agreement be directed towards legitimate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to development?

The development is located in the Leppington Town Centre Precinct. Council is currently undertaking a review of the Leppington Town Centre masterplan. One of the review's primary objectives is to review planning controls to encourage the growth and activation of the Town Centre. This planning agreement is directed towards the provision of an improved

level of public amenity, being the public domain of Ingleburn Road and the Leppington Town Centre 'gateway' intersection with Rickard Road. Whilst the current developer contributions plan provides for an open swale in this location, the proposed underground culvert drainage works and associated landscaping will provide a superior public domain and amenity outcome for the urban / town centre environment it is located in. This supports measures to encourage the growth and activation of the Town Centre.

By locating the drainage infrastructure underground there is also an improvement to pedestrian access and safety in the streetscape. Access to and from the development site, and the newly built Woolworths supermarket will now be landscaped with wider footpaths. This will also integrate better with the proposed upgrade of Rickard and Ingleburn Road, significantly reducing the cost of streetscape improvements required during road upgrade construction.



Would the planning agreement provide for the delivery of infrastructure or public benefits not wholly unrelated to the development?

The planning agreement would provide for the delivery of infrastructure and public benefits not wholly unrelated to the development.

Would the planning agreement produce outcomes that meet the general values and expectations of the public and protect the overall public interest?

The planning agreement would provide a higher level of public amenity as described above, one which is complementary to the Leppington Town Centre urban environment at a 'gateway' entry point to the Precinct. In our view this would meet the general values and expectations of the public and be in the overall public interest.

Would the planning agreement provide for a reasonable means of achieving the desired outcomes and securing the benefits?

The planning agreement would be an appropriate means of achieving the desired outcomes and securing the benefits.

Would the planning agreement protect the community against adverse planning decisions?

The planning agreement would not lead to adverse planning decisions.

4.0 Supporting Information

Accompanying this request are the following supporting documents:

- 3D views of the resulting public domain of Ingleburn Road and the Leppington Town Centre 'gateway' intersection with Rickard Road.
- The relevant SWC approved civil engineering plans for the works (Plans by Northrop).
- The relevant SWC approved landscaping plans for the works (Plans by Site Image).
- Land valuation report by Chadwick Property Valuers.
- QS Report by Newton Fisher.

We look forward to receiving Council's response to the proposed request. If required, we would be happy to meet with Council to discuss any clarification or further particular details.

Your sincerely,



Jason Capuano
Development Director

Phone: 0402 071 392

Email: Jason@stevensgroup.com.au

Stevens Land Pty Ltd | **ABN:** 70 127 671 907 | (Trading as a Stevens Group Company)

Postal Address: PO Box 3171 Erina NSW 2250 | Suite 6, 257-259 Central Coast Highway Erina NSW 2250

Phone: 0402 071 392 | **Fax:** 02 4365 3750 | www.stevensgroup.com.au

STEVENSGROUP





Our Ref: 24076

15 March 2024

Mr Jason Capuano

Dear Jason,

Re: 90 Ingleburn Road, Leppington NSW

I refer to our letter of engagement, dated 12 March 2024. Based upon the terms of engagement, I confirm you require consultancy advice relating to the market value of the land to be dedicated to council.

Our advice is based upon the following:

- ❖ Recent inspection (2nd February 2024), available aerial imagery, and advice from our instructing party.
- ❖ Copy of the plans for the development of the subject parcel in its entirety.
- ❖ Market value assessed according to section 56(1) of the LAJTC Act
- ❖ Analysis of comparable market evidence (within the area).
- ❖ Application of industry recognised/accepted methodologies to establish the market value of the portion of land to be dedicated.

Limitations

This advice has been prepared on a preliminary basis for the instructing party. Should comprehensive advice be required, we would need to be engaged formally and provide a comprehensive report. As such, this advice should be considered as a precursor to a comprehensive assessment.

This valuation has been prepared for recommendation of compensation purposes only, and as such, it cannot be utilised for any form of mortgage security purposes whatsoever.

Brief Description

The parent lot is located within the Leppington Major Centre (Town Centre Precinct) development and has development approval for the construction of a child care centre, service station, food and drink premises, health facility, Office/Business Premises and a Hotel.

As part of the development the current owner has proposed to subdivide the parent lot into 7 lots, one of which (Lot 7) which has been specifically designated for drainage (which is the subject of this assessment).

Specialised.

Property.

Advice.

Chadwick Valuers Pty Ltd | ABN 38 619 661 746 | m. 0432 867 521 | www.chadwickpv.com.au

Property Specifics

The parent lot currently comprises approximately 2.199ha of vacant land, provided below is a current zoning map.



Figure 1-Zoning Map (NSW Planning Portal)

As detailed above, the majority of the allotment is zoned B7 (Business Park) with portions extending along the southern and western boundaries SP2 Classified Road and Drainage.

Our Ref: 24076

Land To be Acquired

A copy of the registered plan, identifying the parent lot, is provided below.

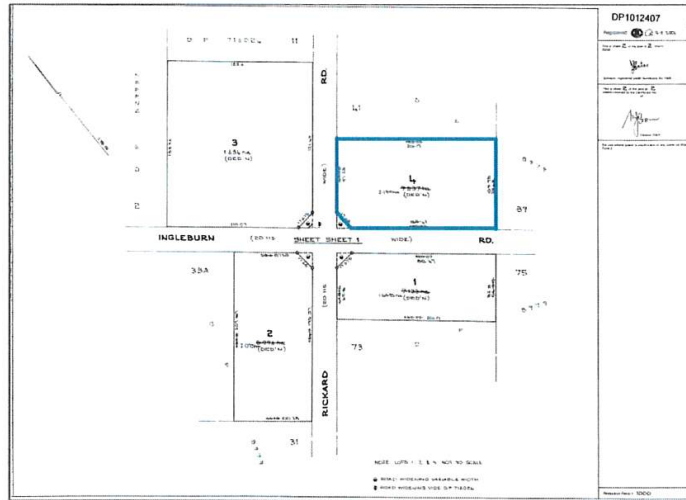


Figure 2-Registered Plan (Source: Dye & Durham)

Further to the above, we have provided below the proposed subdivision plan which includes a zoning overlay. The land to be acquired is noted as lot seven within the below plan.

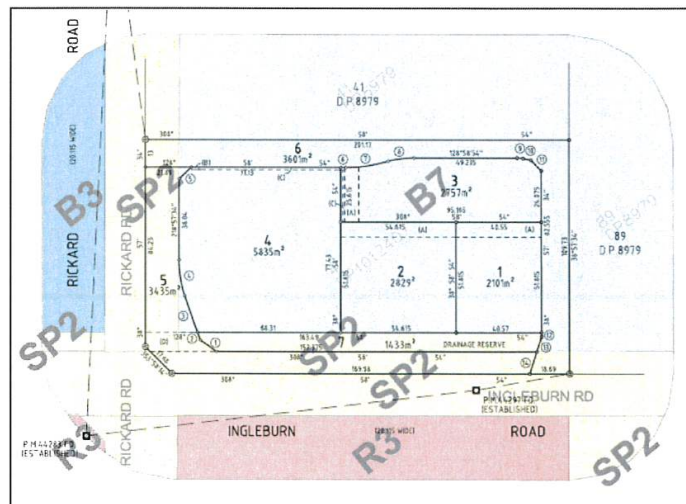


Figure 3-Proposed Subdivision Plans (Instructing Party)

As detailed above, there is a significant portion of land which is to be dedicated to council for use as drainage, the entirety of lot seven (1,433m²).



Our Ref: 24076

Market Value

In accordance with the LAJTC Act, we have considered the market value of the land to be acquired under section 55(a) Market Value. Having regard to the characteristics of the subject property and the attributes of the acquired land, we have assessed compensation utilising a piecemeal approach.

We note this advice relates to a potential partial acquisition where the acquired land represents a relatively small portion of the parent parcel (approximately 6.5% of unimproved land). In order to determine the value of the land we have utilised the direct comparison approach on a rate per square metre of land area. Using this method, we have analysed the market evidence contained herein to establish a market rate per square metre for the land to be acquired.

Having regard to the characteristics of the subject property in addition to the current development approval, it is our opinion that, but for the proposed drainage (which is considered to form a step in the acquisition process and is therefore set aside in accordance with the LAJTC Act), the subject in its entirety would likely have been zoned as B7 zoned land, accordingly, in order to accurately assess the applicable amount of compensation we have considered the land to be acquired as such.

The following comprises a summary of the key sales evidence utilised within our valuation assessment. It is important to note that many of the sales within the area that are properties of a size considered comparable with the parent lot are located within various 'proposed' future redevelopment areas.

Address	Sale Date	Sale Price	Land Area (ha)	Analysed Rate	Zoning
166 Rickard Road, Leppington	May-21	\$14,000,000	2.44	\$574	B7
99 Byron Road, Leppington	Aug-21	\$8,980,356	1.62	\$554	B7
46 Byron Road, Leppington	Jan-23	\$11,175,000	2.59	\$431	R3
156 Rickard Road, Leppington	Dec-22	\$11,200,000	1.87	\$599	B7
113 Rickard Road, Leppington	Apr-22	\$15,050,000	2.00	\$753	B3
260 Bringelly Road, Austral	Dec-23	\$28,000,000	3.33	\$841	R3
133 Dixon Road, Leppington	Nov-23	\$12,550,000	1.76	\$713	IN2

From the above it is evident that land within the area transacts for rates between \$431-\$841/m². The range of values is heavily dependent upon a number of factors including zone, position, existence of development consent, surrounding development (proposed and existing) inter alia.



Our Ref: 24076

Having regard to the characteristics of the subject land we consider a rate towards the upper end of the market evidence to be appropriate, our valuation calculations are provided below.

Direct Comparison Approach			
Land Area (m ²)		1,433	
Value Range	\$600	-	\$700
Calculated Value Range	\$859,800	-	\$1,003,100
Adopted Value		\$925,000	

We trust this advice is sufficient for your requirements. Should you wish to discuss this matter further please do not hesitate to contact the undersigned.

Kind Regards,



Tim Murnane | Senior Valuer
AAPI CPV

Liability Limited by a scheme approved under Professional Standards Legislation

15 March 2024

5



Stevens Group

14 March 2024

ATTENTION: Mr. Corbin Bond (Project Manager)

Suite 6

257 - 259 Central Coast Highway

Erina NSW 2250

96 Rickard Road, Leppington | Leppington Central

Certification of Box Culvert Costs

We have received a cost breakdown prepared by the project's superintendent dated the 6th of February 2024 for the above-mentioned development in relation to the cost of box culverts. We have assessed the costs and provide the following assessment.

Having assessed the scope of these costs including quantities and rates we make the following comments:

- The quantities are aligned with the Subdivision Works Certificate approved documentation
- The rates are in line with current market expectations and are deemed fair and reasonable.

Taking the above into consideration we can certify that the cost of **\$722,581.03 excluding GST** provided by superintendent is fair and reasonable for the scope of works.

A copy of this breakdown for the above-mentioned costs that forms this certification is attached to the appendix.

Yours faithfully



Nicholas Laws

Regional Manager; BConMgt (Build) (Hons); MAIQS

For Newton Fisher Group

© NEWTON FISHER GROUP - Quantity Surveyors and Project Finance Auditors

Level 3, 6 Railway Parade, Burwood NSW 2134 / PO Box 515, Burwood NSW 1805 / Tel +61 2 9744 2626

info@newtonfisher.com.au / www.newtonfisher.com.au / ABN 62 164 134 383



APPENDIX A – BREAKDOWN OF COSTS

© NEWTON FISHER GROUP - Quantity Surveyors and Project Finance Auditors

Level 3, 6 Railway Parade, Burwood NSW 2134 / PO Box 515, Burwood NSW 1805 / Tel +61 2 9744 2626

info@newtonfisher.com.au / www.newtonfisher.com.au / ABN 62 164 134 383



Project Name - 90 Ingleburn Road, Leppington

Project Number - NL190570

Date - 6/02/2024

Revision - A

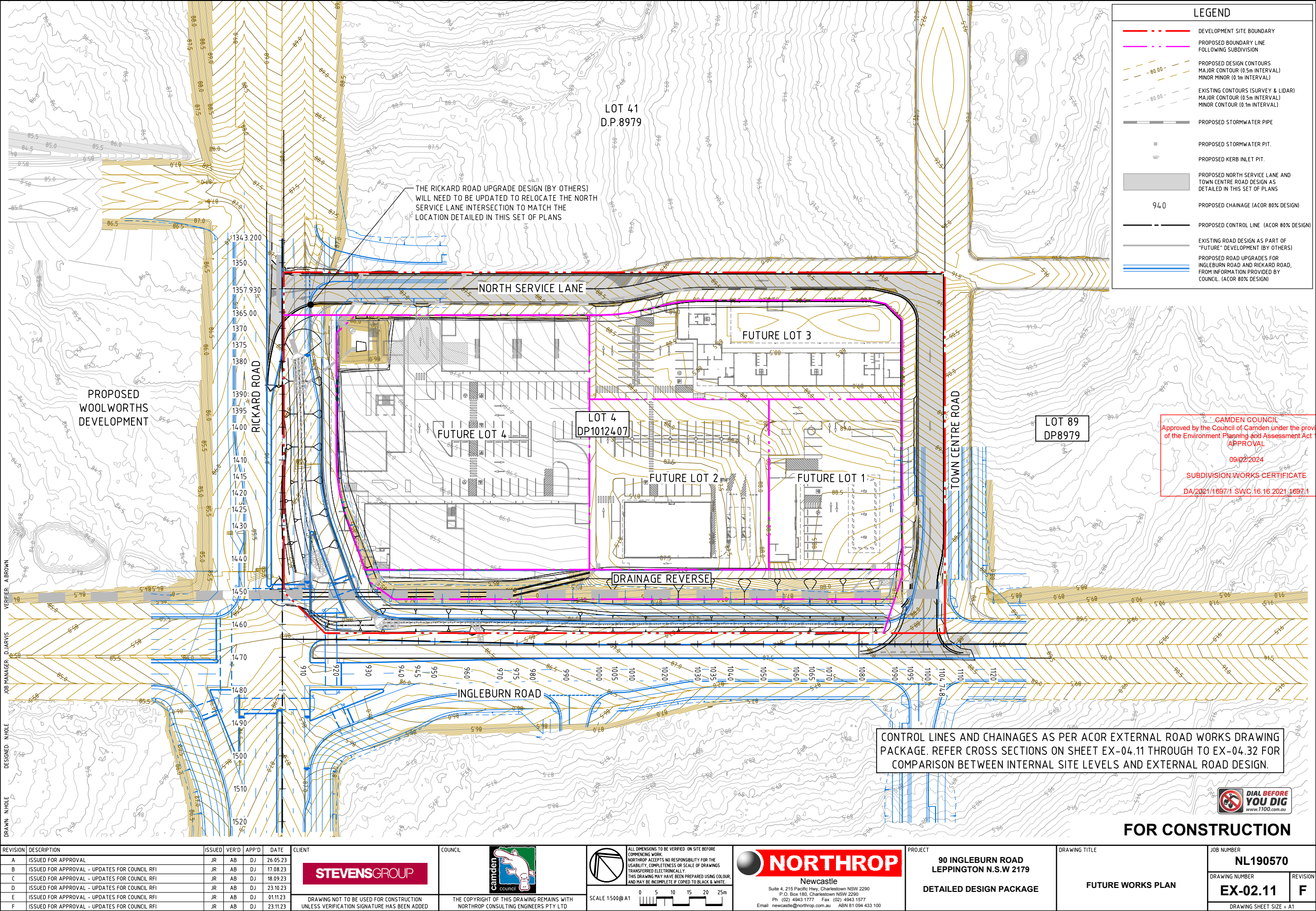
ALL VALUES ARE EXCLUDING GST

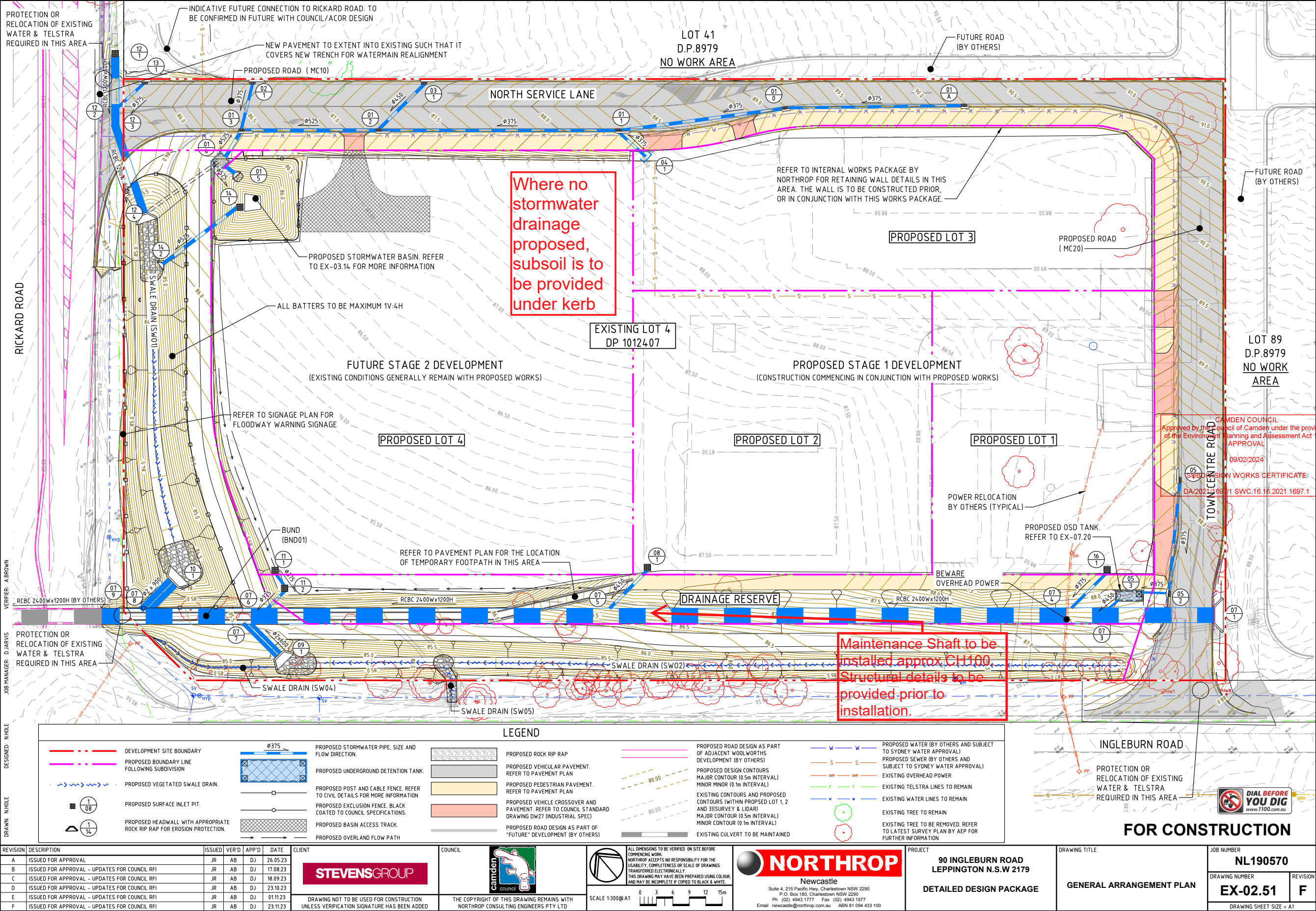
ORD02

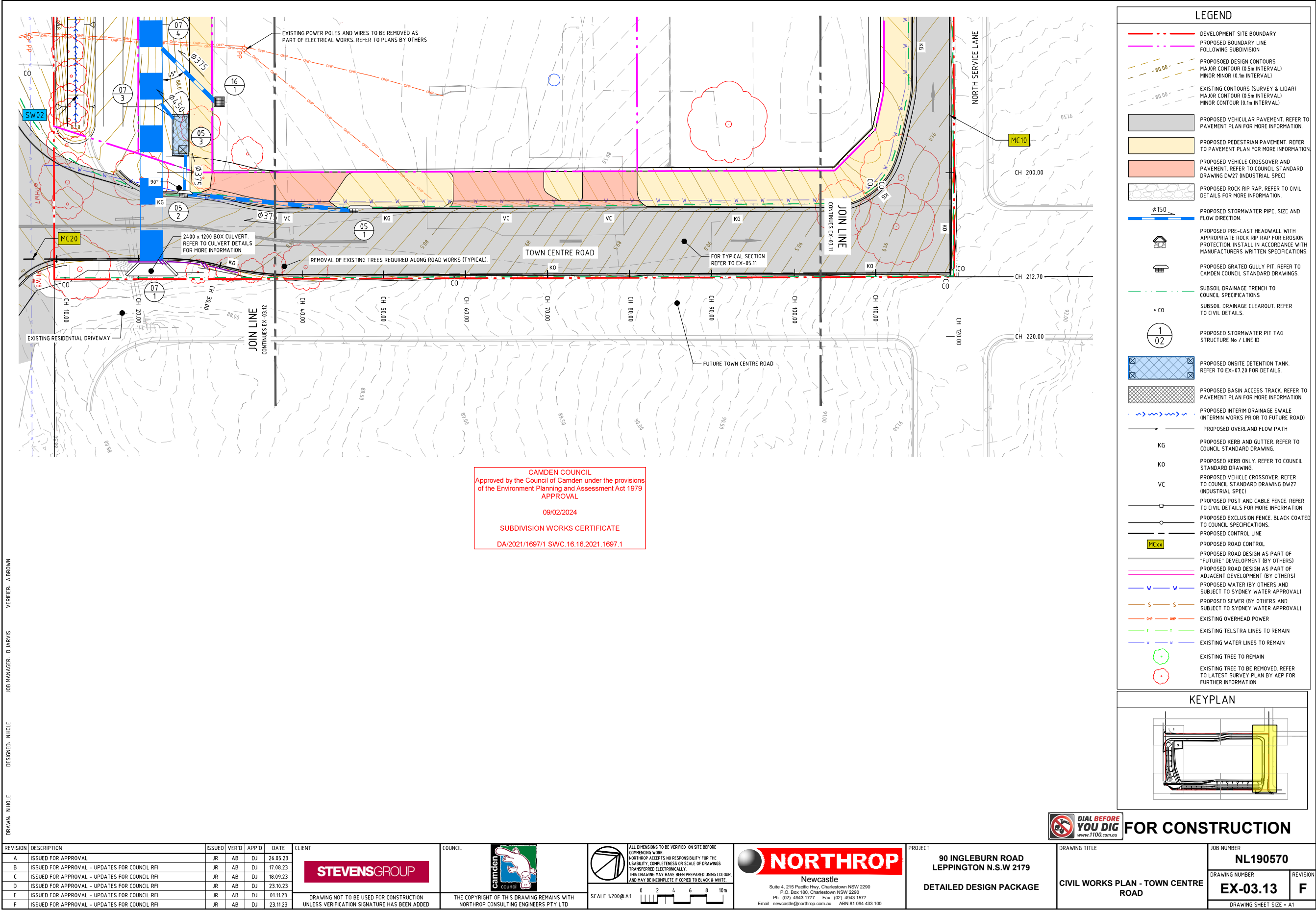
Attachment 1

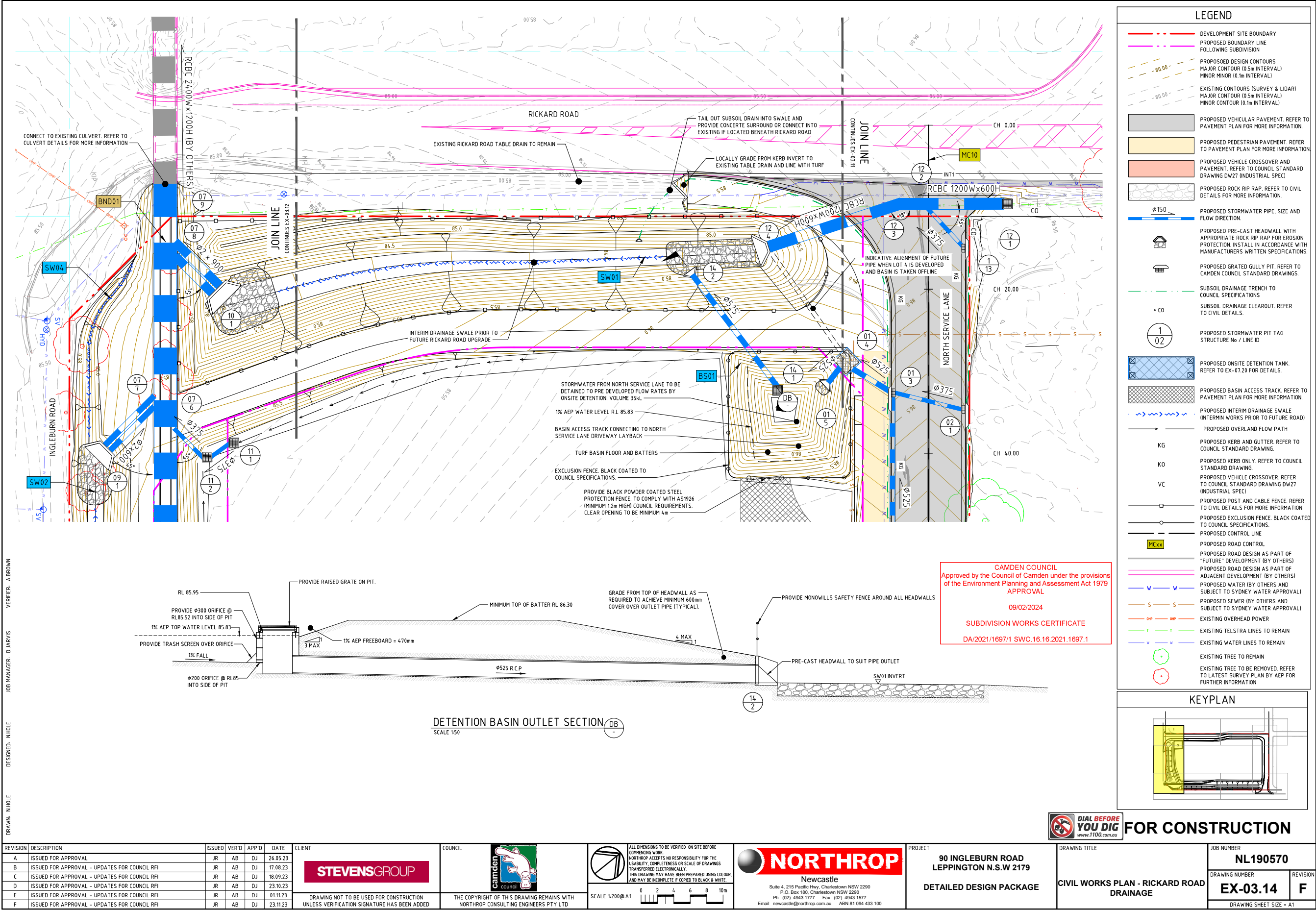
Box Culvert Costs Leppington

		Subtotal		Box Culvert	
3	External: Earthworks				
3.3	Cut to Fill	1,110	m3	\$ 9.09	\$ 10,089.90
	Cut to Export and dispose offsite (Assumed VENM Classification)	0	m3	\$ 39.63	\$ -
4	External: Stormwater Drainage				
	Pipelines				
4.08	2x600mm dia. RCP Class 2	12	m	\$ 259.56	\$ 3,114.72
4.09	2x900mm dia RCP Class 2	9	m	\$ 461.60	\$ 4,154.40
4.11	2400x1200mm RCBC	203	m	\$ 3,013.04	\$ 611,647.12
4.12	2400x1200mm RCBC Working Platform (assumed 300mm select Layer)	703	m2	\$ 43.55	\$ 30,615.65
	Cast insitu base slab as per drawings to suit 2400x1200mm RCBC inclusive of 50mm blinding slab				\$ 29,352.01
	Required Special Pits for twin pipe inlets		each	\$ 35,000.00	
	Pits / Structures				
4.24	2x600 Concrete Headwall with steel bars and safety fence	1	EA	\$ 6,972.26	\$ 6,972.26
	Supply and installation of concrete headwall				Included
	Safety fence to concrete headwall				Included
4.25	2x900 Concrete Headwall with steel bars and safety fence	1	EA	\$ 7,867.60	\$ 7,867.60
	Supply and installation of concrete headwall				Included
	Safety fence to concrete headwall				Included
4.27	2400x1200 Concrete Headwall with safety fence	1	EA	\$ 18,767.37	\$ 18,767.37
	Supply and installation of concrete headwall				Included
	Safety fence to concrete headwall				Included
4.28	375mm dia End Cap				
10.23	Post Cable Fence		m		
	125mm Reinforced Concrete (assume Town Centre is Concrete. Paving TBA)				
4.29	Rip Rap		m2	\$ 193.94	
		TOTAL			\$ 722,581.03









PROPOSED SERVICE STATION - SWC

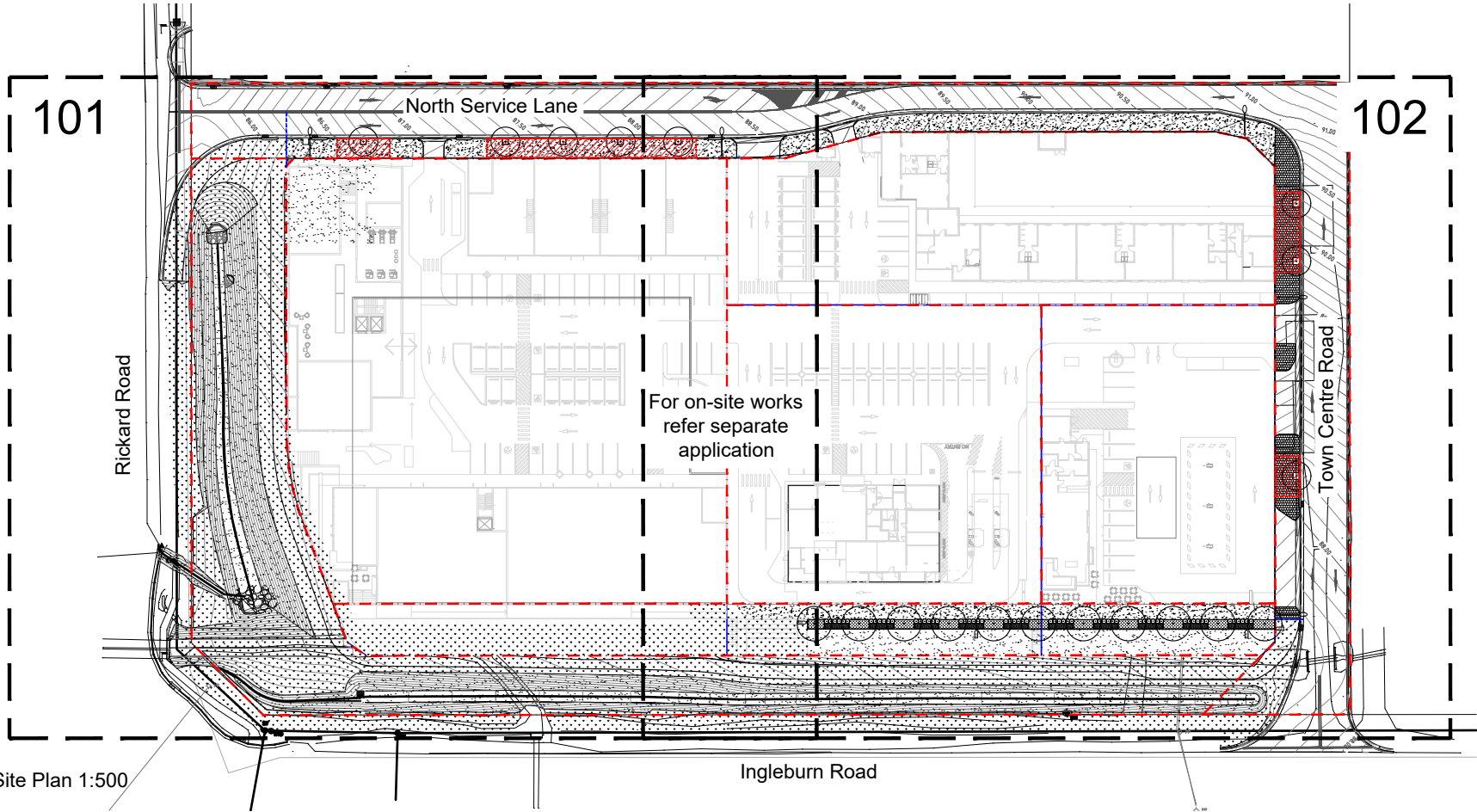
90 Ingleburn Road, Leppington NSW

Subdivision Works Certificate

Drawing Schedule

Drawing Number	Drawing Title	Scale
000	Landscape Coversheet	N/A
101	Public Domain Plan	1:200
102	Public Domain Plan	1:200
501	Landscape Details	As Shown
502	Public Domain Details	As Shown

Plant Schedule - Public Domain						
SYMBOL	BOTANIC NAME	COMMON NAME	H x W	POT SIZE	SPACING	QTY
STREET TREES						
Ca	Cupaniopsis anacardioides	Tuckeroo	7 x 5	45L	As shown	5
Cc	Corymbia Citricodora 'scentuous'	Dw w arf Lemon Scented Gum	7 x 3	45L	As shown	3
TREES						
At	Angophora floribunda	Rough Barked Apple	20 x 6	45L	As shown	11
SHRUBS & ACCENTS						
CBJ	Callistemon 'Better John'	Better John Bottle Bruah	1.2 x 0.9	200mm	As shown	30
Vo	Viburnum odoratissimum	Sweet Viburnum	3 x 2	300mm	As shown	30
GRASSES & GROUNDCOVERS						
LLT	Lomandra 'Lime Tuff'	Lime Tuff	0.5 x 0.5	150mm	5m²	296
PN	Pennisetum alopecuroides 'Nafrey'	Sw amp Foxtail 'Nafrey'	0.8 x 0.5	150mm	5m²	210



NOT FOR CONSTRUCTION

© 2016 Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership. All rights reserved. This drawing is copyright and shall not be reproduced or copied in any form or by any means (graphic, electronic or mechanical including photocopy) without the written permission of Site Image (NSW) Pty Ltd Any license, expressed or implied, to use this document for any purpose what so ever is restricted to the terms of the written agreement between Site Image (NSW) Pty Ltd and the instructing party.

The contractor shall check and verify all work on site (including work by others) before commencing the landscape installation. Any discrepancies are to be reported to the Project Manager or Landscape Architect prior to commencing work. Do not scale this drawing. Any required dimensions not shown shall be referred to the Landscape Architect for confirmation.

F	Paving Revised	JW	NM	23.11.2023
E	For Comment	CS	NM	06.10.2023
D	For Comment	CS	NM	26.09.2023
C	Civil Coordination	JW	NM	26.05.2023
B	Subdivision Works Certificate	JW	NM	22.05.2023
A	Subdivision Works Certificate	CS	NM	16.05.2023
Issue	Revision Description	Drawn	Check	Date

CAMDEN COUNCIL
Approved by the Council of Camden under the provisions
of the Environment Planning and Assessment Act 1979
APPROVAL
09/02/2024
SUBDIVISION WORKS CERTIFICATE
DA/2021/1697/1 SWC.16.16.2021.1697.1

Client:
Stevens Group

Project:
Proposed Service Station - SWC
90 Ingleburn Road Leppington

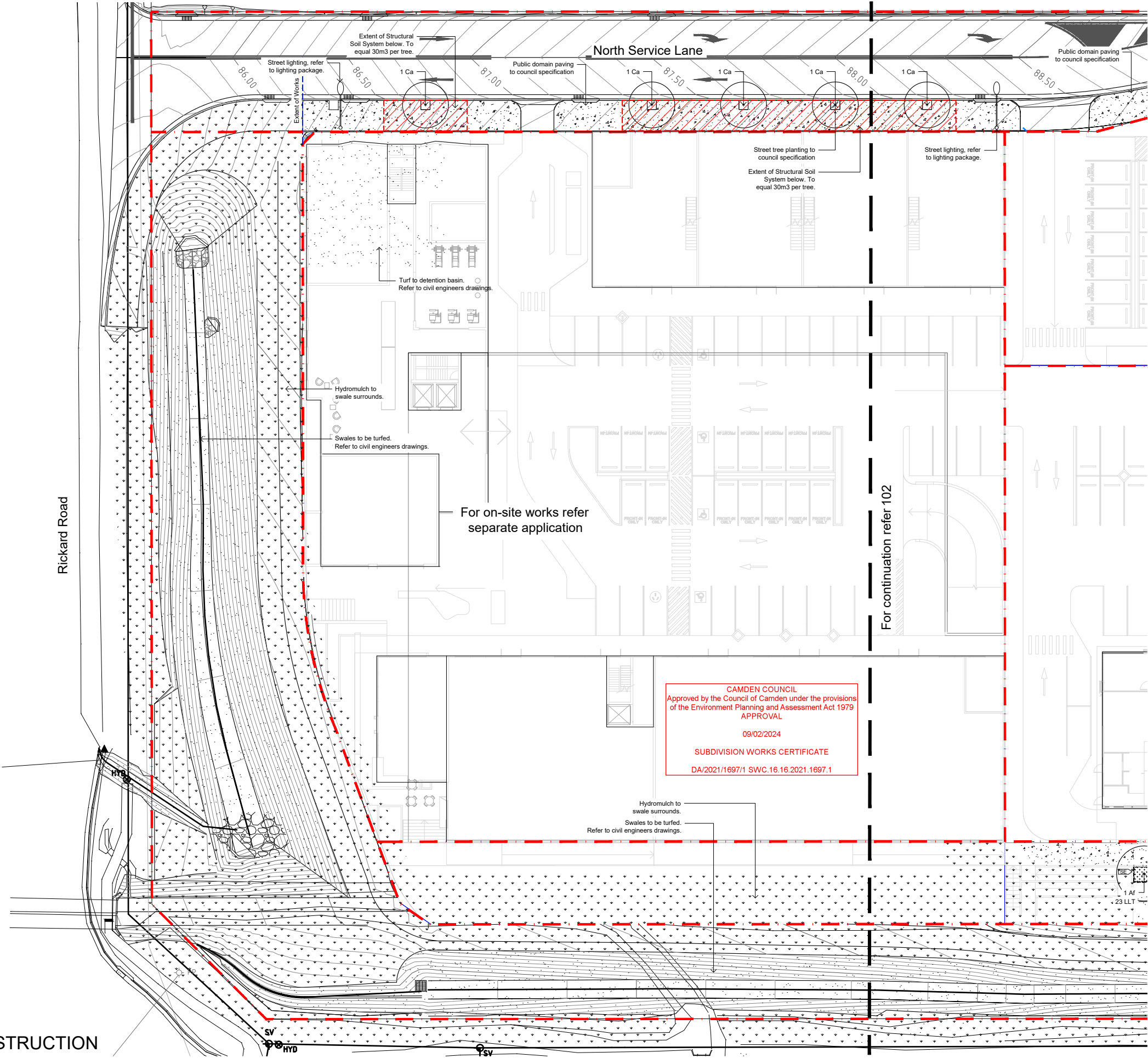
Level 1, 3-5 Baptist Street
Redfern NSW 2016
Australia
Tel: (61 2) 8332 5600
Fax: (61 2) 9698 2877
www.siteimage.com.au
Site Image (NSW) Pty Ltd
ABN 44 801 262 380



Subdivisions Works Certificate

Drawing Name:
Landscape Coversheet

Scale:
Job Number: SS20-4498
Drawing Number: SWC_000
Issue: F



© 2016 Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership. All rights reserved. This drawing is copyright and shall not be reproduced or copied in any form or by any means (graphic, electronic or mechanical including photocopy) without the written permission of Site Image (NSW) Pty Ltd Any license, expressed or implied, to use this document for any purpose what so ever is restricted to the terms of the written agreement between Site Image (NSW) Pty Ltd and the instructing party.

The contractor shall check and verify all work on site (including work by others) before commencing the landscape installation. Any discrepancies are to be reported to the Project Manager or Landscape Architect prior to commencing work. Do not scale this drawing. Any required dimensions not shown shall be referred to the Landscape Architect for confirmation.

E	For Comment	CS	NM	06.10.2023
D	For Comment	CS	NM	26.09.2023
C	Civil Coordination	JW	NM	26.05.2023
B	Subdivision Works Certificate	JW	NM	22.05.2023
A	Subdivision Works Certificate	CS	NM	16.05.2023
Issue	Revision Description	Drawn	Check	Date

- LEGEND
- Site Boundary
 - Extent of Works
 - Proposed Tree (Refer Plant Schedule & Detail)
 - Proposed Tree Pit in Paving (To Council details)
 - Concrete Paving Refer Civil Engineer's drawings & details
 - Turf Refer Landscape Specification & Details
 - Hydromulch
 - Extent of Structural Support Soil
 - SE - Steel Edging Refer Landscape Specification & Details
 - Street Lighting Refer Lighting Package



Client:
Stevens Group

Project:
Proposed Service Station - SWC
90 Ingleburn Road Leppington

SITE IMAGE

Level 1, 3-5 Baptist Street
Redfern NSW 2016
Australia

Tel: (61 2) 8332 5600
Fax: (61 2) 9698 2877
www.siteimage.com.au

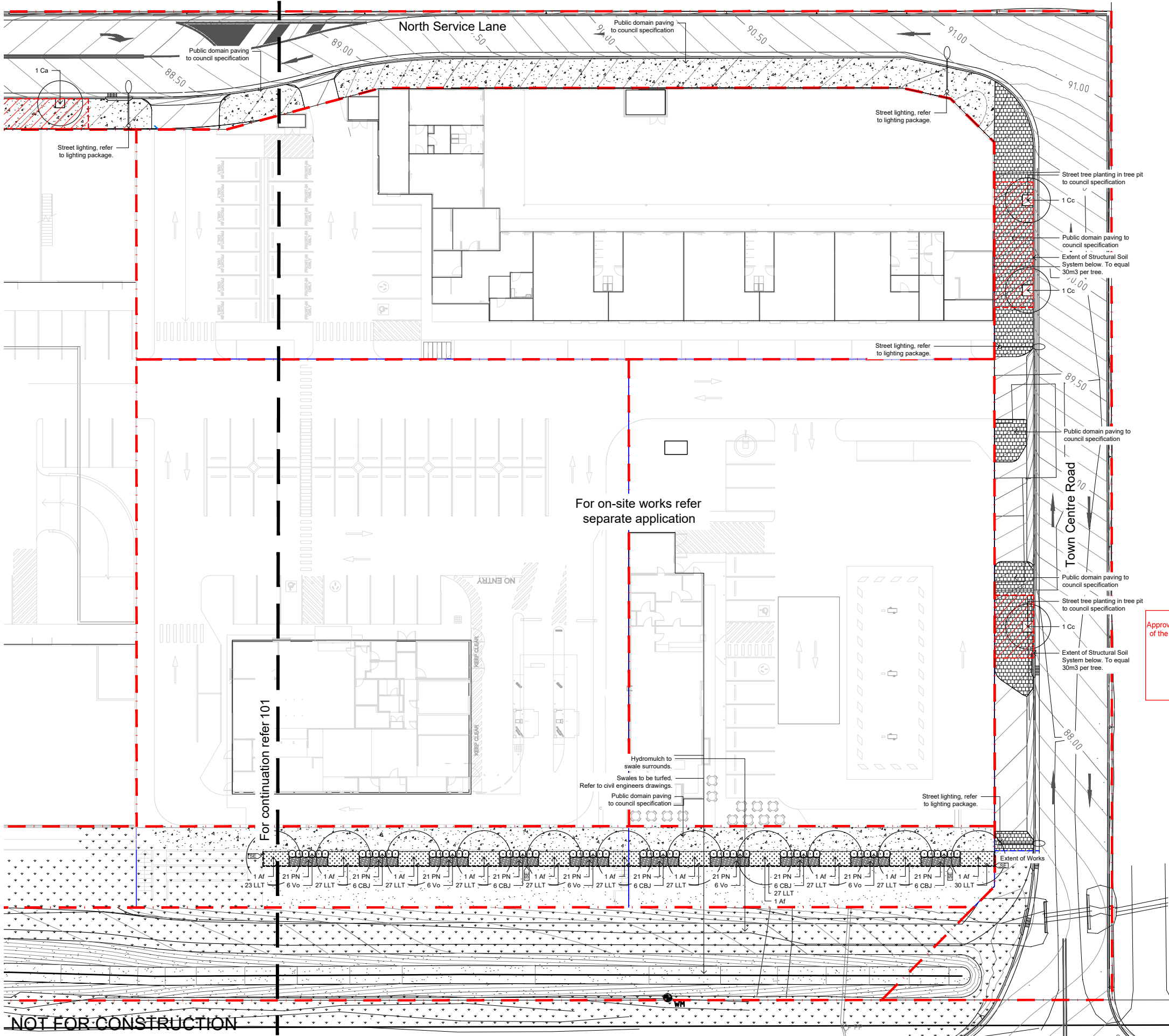
Site Image (NSW) Pty Ltd
ABN 44 801 262 380

Landscape Architects

Subdivisions Works Certificate

Drawing Name:
Landscape Plan

Scale: 1:200 @ A1
Job Number: SS20-4498
Drawing Number: SWC_101
Issue: E



© 2016 Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership. All rights reserved. This drawing is copyright and shall not be reproduced or copied in any form or by any means (graphic, electronic or mechanical including photocopy) without the written permission of Site Image (NSW) Pty Ltd. Any license, expressed or implied, to use this document for any purpose what so ever is restricted to the terms of the written agreement between Site Image (NSW) Pty Ltd and the instructing party.

The contractor shall check and verify all work on site (including work by others) before commencing the landscape installation. Any discrepancies are to be reported to the Project Manager or Landscape Architect prior to commencing work. Do not scale this drawing. Any required dimensions not shown shall be referred to the Landscape Architect for confirmation.

F	Paving Revised	JW	NM	23.11.2023
E	For Comment	CS	NM	06.10.2023
D	For Comment	CS	NM	26.09.2023
C	Civil Coordination	JW	NM	26.05.2023
B	Subdivision Works Certificate	JW	NM	22.05.2023
A	Subdivision Works Certificate	CS	NM	16.05.2023
Issue	Revision Description	Drawn	Check	Date

- LEGEND
- Site Boundary
 - Extent of Works
 - Proposed Tree (Refer Plant Schedule & Detail)
 - Proposed Tree Pit in Paving (To Council details)
 - Concrete Paving Refer Civil Engineer's drawings & details
 - Unit Paving To Council and Civil Engineers details
 - Turf Refer Landscape Specification & Details
 - Hydromulch
 - Extent of Structural Support Soil
 - SE - Steel Edging Refer Landscape Specification & Details
 - Street Lighting Refer Lighting Package

CAMDEN COUNCIL
Approved by the Council of Camden under the provisions
of the Environment Planning and Assessment Act 1979
APPROVAL
09/02/2024
SUBDIVISION WORKS CERTIFICATE
DA/2021/1697/1 SWC.16.16.2021.1697.1

Client:
Stevens Group

Project:
Proposed Service Station - SWC
90 Ingleburn Road Leppington

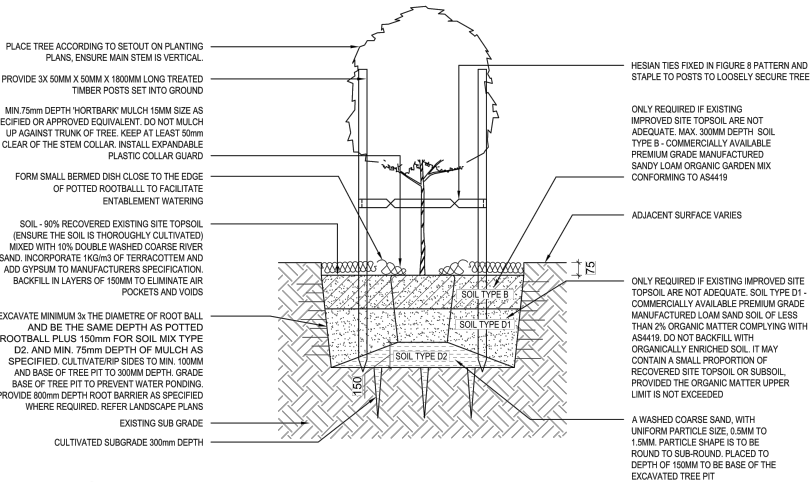
SITE IMAGE
Level 1, 3-5 Baptist Street
Redfern NSW 2016
Australia
Tel: (61 2) 8332 5600
Fax: (61 2) 9698 2877
www.siteimage.com.au



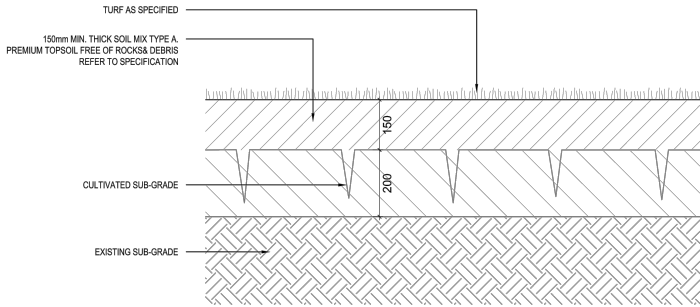
Subdivisions Works Certificate

Drawing Name:
Landscape Plan

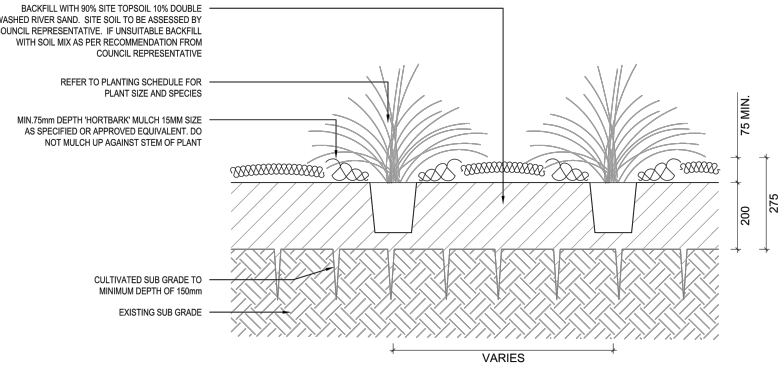
Scale: 1:200 @ A1
Job Number: SS20-4498
Drawing Number: SWC_102
Issue: F



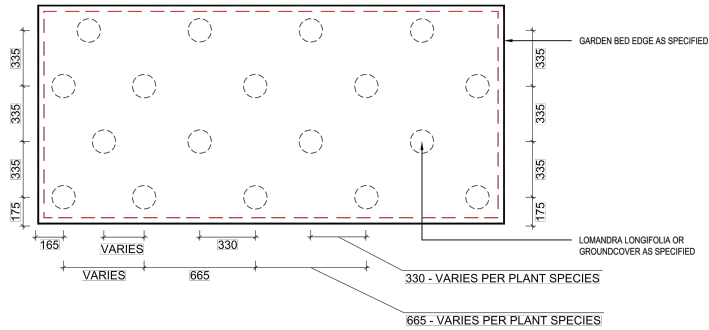
01 Tree Planting 45L-100L
501 1:20
Base off Council Detail TO 1.2 of Camden Council Standard Landscape Details



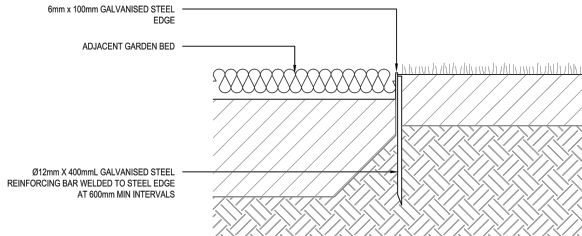
02 Turf Planting
501 1:10
Base off Council Detail TU 1.1 of Camden Council Standard Landscape Details



03 Groundcover Planting
501 1:20
Base off Council Detail GC 1.1 of Camden Council Standard Landscape Details



04 Groundcover Planting
501 1:20
Base off Council Detail GC 1.1 of Camden Council Standard Landscape Details



05 Steel Edge to Planting Area
501 1:20
Base off Council Detail PE 1.3 of Camden Council Standard Landscape Details

PLANTING HOLE

PLANTING HOLE TO BE THREE (3) TIMES THE DIAMETER OF THE CONTAINER ROOTBALL DIAMETER AND BE THE SAME DEPTH AS POTTED ROOTBALL PLUS 150mm FOR SOIL MIX TYPE D2. 75mm DEPTH OF MULCH AS SPECIFIED (CHIPPING RECYCLED WOOD WASTE, NO FINES, IF NOTHING SPECIFIED) TO THE BASE OF TREE TO THE EXTENT SHOWN.

ITEM	LOCATION	SPECIFICATIONS
Soil Mix Type A	Turf	Min. 100mm deep. Commercially available premium grade topsoil, free of rocks and debris.
Soil Mix Type B	Tree Pit - Maximum depth 300mm	Commercially available premium grade manufactured sandy loam organic garden mix conforming to AS4419.
Soil Mix Type D1	Tree Pit - Depths below 200mm	Commercially available premium grade manufactured loam sand soil of less than 2% organic matter complying with AS4419. Do not backfill with organically enriched soil. It may contain a small proportion of recovered site topsoil or subsoil, provided the organic matter upper limit is not exceeded.
Soil Mix Type D2	Tree Pit - Base of excavated tree pit	A washed coarse sand, with uniform particle size, 0.5mm to 1.5mm. Particle shape is to be round to sub-round. Placed to depth of 150mm to be base of the excavated tree pit.

Note:
Site soil may be used where possible, subject to soil testing and appropriate amelioration.

© 2016 Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership. All rights reserved. This drawing is copyright and shall not be reproduced or copied in any form or by any means (graphic, electronic or mechanical including photocopy) without the written permission of Site Image (NSW) Pty Ltd Any license, expressed or implied, to use this document for any purpose what so ever is restricted to the terms of the written agreement between Site Image (NSW) Pty Ltd and the instructing party.

The contractor shall check and verify all work on site (including work by others) before commencing the landscape installation. Any discrepancies are to be reported to the Project Manager or Landscape Architect prior to commencing work. Do not scale this drawing. Any required dimensions not shown shall be referred to the Landscape Architect for confirmation.

E	For Comment	CS	NM	06.10.2023
D	For Comment	CS	NM	26.09.2023
C	Civil Coordination	JW	NM	26.05.2023
B	Subdivision Works Certificate	JW	NM	22.05.2023
A	Subdivision Works Certificate	CS	NM	16.05.2023
Issue	Revision Description	Drawn	Check	Date

CAMDEN COUNCIL
Approved by the Council of Camden under the provisions of the Environment Planning and Assessment Act 1979
APPROVAL
09/02/2024
SUBDIVISION WORKS CERTIFICATE
DA/2021/1697/1 SWC.16.16.2021.1697.1

Client:
Stevens Group

Project:
Proposed Service Station - SWC
90 Ingleburn Road Leppington

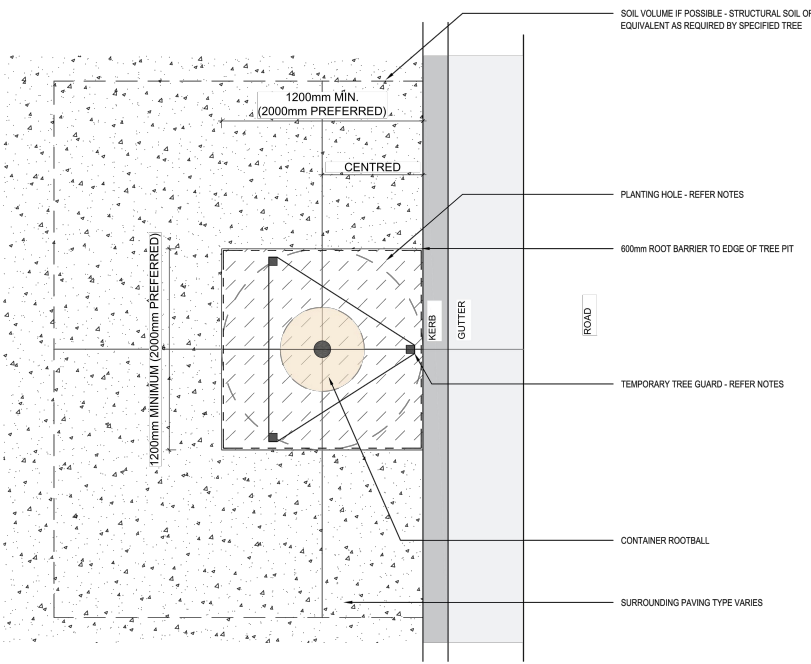
S I T E I M A G E
Level 1, 3-5 Baptist Street
Redfern NSW 2016
Australia
Tel: (61 2) 8332 5600
Fax: (61 2) 9698 2877
www.siteimage.com.au
Site Image (NSW) Pty Ltd
ABN 44 801 262 380
Landscape Architects

Subdivisions Works Certificate

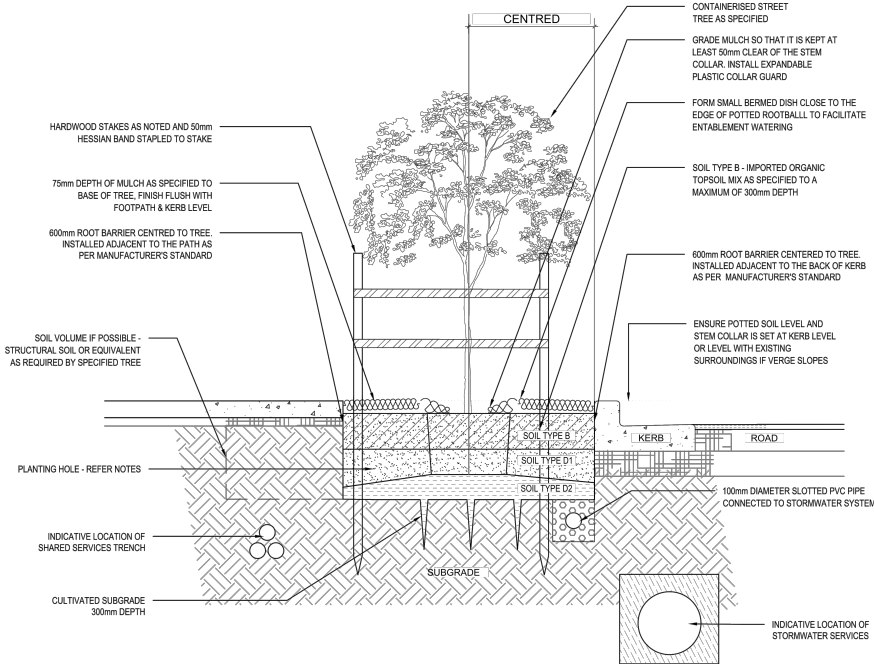
Drawing Name:
Landscape Details

Scale:
Job Number: SS20-4498
Drawing Number: SWC_501
Issue: E

NOT FOR CONSTRUCTION



01
502 Typical Tree Planting in Paving - Plan
1:20
Base off Council Detail TS 2.1 of Camden Council Standard Landscape Details



02
502 Typical Tree Planting in Paving - Section
1:20
Base off Council Detail TS 2.2 of Camden Council Standard Landscape Details

NOTES

TEMPORARY TREE GUARD
TEMPORARY TREE GUARD USING THREE (3) 50 X 50 X 1800mm HARDWOOD STAKES AT EDGE OF PLANTING PIT. STAKES TYPICALLY DRIVEN 300mm TO 600mm DEEP. OR UNTIL SECURE. STAKES TO BE DRIVEN TO A CONSISTENT DEPTH FOR EACH TREE. ARRANGE IN TRIANGULAR FORM TO MINIMISE CONFLICT WITH OPENING CAR DOORS. ENSURE STAKES ARE DRIVEN OUTSIDE OF SUPPLIED CONTAINER ROOTBALL.

PLANTING HOLE
PLANTING HOLE TO BE THREE (3) TIMES THE DIAMETER OF THE CONTAINER ROOTBALL DIAMETER AND BE THE SAME DEPTH AS POTTED ROOTBALL PLUS 150mm FOR SOIL MIX TYPE D2. 75mm DEPTH OF MULCH AS SPECIFIED (CHIPPING RECYCLED WOOD WASTE. NO FINES, IF NOTHING SPECIFIED) TO THE BASE OF TREE TO THE EXTENT SHOWN.

SOIL SCHEDULE

ITEM	LOCATION	SPECIFICATIONS
Soil Mix Type A	Turf	Min. 100mm deep. Commercially available premium grade topsoil, free of rocks and debris.
Soil Mix Type B	Tree Pit - Maximum depth 300mm	Commercially available premium grade manufactured sandy loam organic garden mix conforming to AS4419.
Soil Mix Type D1	Tree Pit - Depths below 200mm	Commercially available premium grade manufactured loam sand soil of less than 2% organic matter complying with AS4419. Do not backfill with organically enriched soil. It may contain a small proportion of recovered site topsoil or subsoil, provided the organic matter upper limit is not exceeded.
Soil Mix Type D2	Tree Pit - Base of excavated tree pit	A washed coarse sand, with uniform particle size, 0.5mm to 1.5mm. Particle shape is to be round to sub-round. Placed to depth of 150mm to be base of the excavated tree pit.

Note:
Site soil may be used where possible, subject to soil testing and appropriate amelioration.

© 2016 Site Image (NSW) Pty Ltd ABN 44 801 262 380 as agent for Site Image NSW Partnership. All rights reserved. This drawing is copyright and shall not be reproduced or copied in any form or by any means (graphic, electronic or mechanical including photocopy) without the written permission of Site Image (NSW) Pty Ltd Any license, expressed or implied, to use this document for any purpose what so ever is restricted to the terms of the written agreement between Site Image (NSW) Pty Ltd and the instructing party.

The contractor shall check and verify all work on site (including work by others) before commencing the landscape installation. Any discrepancies are to be reported to the Project Manager or Landscape Architect prior to commencing work. Do not scale this drawing. Any required dimensions not shown shall be referred to the Landscape Architect for confirmation.

B	For Comment	CS	NM	06.10.2023
A	For Comment	CS	NM	26.09.2023
Issue	Revision Description	Drawn	Check	Date

CAMDEN COUNCIL
Approved by the Council of Camden under the provisions of the Environment Planning and Assessment Act 1979
APPROVAL

09/02/2024

SUBDIVISION WORKS CERTIFICATE

DA/2021/1697/1 SWC.16.16.2021.1697.1

Client:
Stevens Group

Project:
Proposed Service Station - SWC
90 Ingleburn Road Leppington

S I T E I M A G E

Level 1, 3-5 Baptist Street
Redfern NSW 2016
Australia

Tel: (61 2) 8332 5600
Fax: (61 2) 9698 2877
www.siteimage.com.au

Site Image (NSW) Pty Ltd
ABN 44 801 262 380

Landscape Architects

Subdivisions Works Certificate

Drawing Name:
Public Domain Details

Scale:
Job Number: SS20-4498
Drawing Number: SWC_502
Issue: B

NOT FOR CONSTRUCTION

Deed

96 Rickard Road Planning Agreement

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

Camden Council

Stevens Holdings Pty Limited

[DATE]

© Lindsay Taylor Lawyers

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Table of Contents

REGULATORY COMPLIANCE TABLES.....	7
Table 1 – Provisions of Act.....	7
Table 2 – Provisions of Regulation	9
PARTIES.....	10
BACKGROUND.....	10
OPERATIVE PROVISIONS.....	11
PART 1 - PRELIMINARY	11
1 Definitions & Interpretation.....	11
Definitions.....	11
Interpretation	19
2 Status of this Deed	20
3 Commencement	21
4 Application of this Deed.....	21
5 Warranties.....	21
6 Further agreements	21
7 Surrender of right of appeal, etc.	21
8 Application of s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act to the Development	22
Section 7.11 of the Act.....	22
Section 7.12 of the Act.....	22
Subdivision 4 of Division 7.1 of the Act	22
PART 2 – DEVELOPMENT CONTRIBUTIONS	22
9 Provision of Development Contributions.....	22
Development Contributions.....	22
Effect of modification of Applicable Development Consent.....	22
Contribution Values	23
Application of Development Contributions.....	23
Flexibility in application of Development Contributions	23
10 Payment of monetary Development Contributions.....	23
11 Dedication of land.....	23
When dedication of land made	23
Developer to facilitate dedication.....	24
Dedicated Land to be free of encumbrances.....	24
Request by Developer.....	24
Site Audit Report & Site Audit Statement.....	24

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

Indemnity	25
Responsibility for Cost of Land Dedication	25
Contribution by Council towards Cost of Dedication Land	25
Caveat by Council	25
12 Application of Developer Works Provisions	25
Application of Developer Works Provisions	25
13 Cost of Developer Works	26
Responsibility for Cost of Developer Works	26
Contribution by Council towards Cost of Developer Works	26
14 Development Contribution Credit	26
Application of clause	26
Application of Development Contribution Credit	26
15 Development Contribution Surplus Credit	26
Application of Developer Contribution Surplus Credit	26
Indexation of Developer Contribution Surplus Credit	27
PART 3 – DISPUTE RESOLUTION	27
16 Dispute Resolution – mediation	27
Application of clause	27
When Dispute arises	27
Meeting between Parties	27
Mediation of Dispute	27
Exercise of legal rights	28
Costs	28
17 Dispute resolution – expert determination	28
Application of clause	28
When Dispute arises	28
Meeting between Parties	28
Expert determination	28
Expert determination binding	28
Costs of Parties	29
Costs of Expert	29
PART 4 – ENFORCEMENT	29
18 General Security	29
Application of this clause	29
Composition of General Security	29
Provision of General Security	29

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Apportionment of General Security	29
Purpose of General Security	29
Indexation of General Security	30
Call-up of General Security	30
Release & return of General Security	30
Replacement General Security	30
Restriction on entering Council land	31
19 Charge on Dedication Land	31
Application of this clause	31
Grant of charge	31
Exercise of rights under Charge	31
Registration	31
Caveat and discharge	32
Subdivision of charge land not precluded	32
Priority	32
20 Acquisition of Dedication Land	33
Compulsory acquisition of Dedication Land	33
Pre-acquisition agreement	33
Re-imbursement of Council for third party compensation	33
Indemnity	33
21 Breach of obligations	33
Notice of breach	33
Notice of breach pre-requisite to exercise of rights	34
Step-in right relating to Developer Works	34
Recovery of costs by Council as debt due	34
Exercise of Council's rights at law or in equity	34
22 Enforcement in a court of competent jurisdiction	35
PART 5 – REGISTRATION & RESTRICTION ON DEALINGS	35
23 Registration of this Deed	35
Application of clause	35
Documents for registration	35
Removing notation from title	35
24 Restriction on dealings	36
Restriction	36
Continued performance of obligations by Developer	36
Exclusion from restriction	36

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

PART 6 – INDEMNITIES & INSURANCE	36
25 Risk	36
26 Release	36
27 Indemnity	37
28 Insurance	37
Requirement for Developer insurances	37
Failure to comply with requirement.....	37
PART 7 – OTHER PROVISIONS	37
29 Review of Deed	37
Obligation to review Deed	37
Review triggers.....	38
Duty of Parties	38
Where change of law occurs	38
No Dispute	38
30 Notices.....	38
31 Approvals and Consent.....	39
32 Costs of this Deed.....	39
Costs of Deed	39
Enforcement costs.....	39
No dispute.....	39
33 Entire Deed.....	40
34 Further Acts.....	40
35 Governing Law and Jurisdiction	40
36 Joint and Individual Liability and Benefits.....	40
37 No Fetter.....	40
38 Illegality	40
39 Severability.....	41
40 Amendment	41
41 Waiver	41
42 GST	41
43 Explanatory Note.....	43
SCHEDULE 1: VPA PARTICULARS.....	44
SCHEDULE 2: DEVELOPMENT CONTRIBUTIONS TABLE	47
SCHEDULE 3: DEDICATION LAND PLAN.....	48
SCHEDULE 4: DEVELOPER WORKS LOCATION PLAN	49
SCHEDULE 5: DEVELOPER WORKS PLANS AND DRAWINGS	51

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

SCHEDULE 6: DEVELOPER WORKS PROVISIONS	62
Deed not Construction Contract	62
Developer Works before execution of Deed	62
Approved persons	62
Developer to procure compliance.....	62
Requirement for Construction Contract	62
General obligations relating to Developer Works.....	62
Warranties relating to Developer Works	63
Ownership & care of Developer Works.....	63
Work health & safety	63
Accidents & dangerous occurrences	65
Design of Developer Works	65
Variations to approved Developer Works & Costs.....	66
Developer's obligations before construction commencement	66
Protection of people, property & utilities.....	66
Damage to assets & property.....	66
Entry onto Land	67
Audit, inspection, testing of Developer Works	67
Access to information & records	68
Practical Completion of Developer Works.....	68
Deferral of Developer Works	69
Maintenance of Developer Works.....	69
Rectification of Defects.....	69
Final Completion of Developer Works	69
Copyright in Works-As-Executed Plan	70
Transfer of Ownership of Developer Works	70
Easements, covenants, etc.	70
Removal of structures & Equipment.....	71
EXECUTION	72
APPENDIX: EXPLANATORY NOTE	74

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Regulatory Compliance Tables

Table 1 – Provisions of Act

Act Provision	Requirement	Compliance
S.7.4(1)	'Planning Authority'	Council
	'Developer'	Developer
	Person associated with Developer	N/A
	Development Application / Modification Application	See definitions of ' <i>Development Application</i> ' and ' <i>Modification Application</i> ' in clause 1.1 and Item 4.a and 4.b of the VPA Particulars
	Development Contributions	See Part 2 and Development Contributions Table
S.7.4(1), (2)	Public Purpose	See Column 2 of the Development Contributions Table
S.7.4(3)(a)	Land	See Definition of ' <i>Land</i> ' in clause 1.1 and Item 1 of the VPA Particulars
S.7.4(3)(b)(i)	Instrument Change	See definition of ' <i>Instrument Change</i> ' in clause 1.1 and Item 3 of the VPA Particulars
S.7.4(3)(b)(ii)	Development	See definition of ' <i>Development</i> ' in clause 1.1 and Item 2 of the VPA Particulars
S.7.4(3)(c)	Details of Developer's Provision	See Development Contributions Table
S.7.4(3)(d)	Whether s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act Apply to the Development	See clauses 8.1, 8.3 and 8.3 and Item 7.a, 7.c and 7.d of the VPA Particulars
S.7.4(3)(e)	Whether benefits under Deed are or are not to be taken into consideration in determining a Development	See clause 8.2 and Item 7.b of the VPA Particulars

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

	Contribution under s7.11	
S.7.4(3)(f)	Mechanism for the Resolution of Disputes	See Part 3
S.7.4(3)(g)	Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer	See Part 4 and Items 16–20 of the VPA Particulars
S.7.4 (10)	Conformity of Agreement with Act, Environmental Planning Instruments, & Development Consents Applying to the Land	Yes
S.7.5	Public Notice & Public Inspection of Draft Agreement	Yes
S.7.6	Registration	See Part 5
S.6.15(1)(d)	If the Development involves the subdivision of land, does this Agreement impose requirements that are required to be complied with before a subdivision certificate is issued?	Yes. See Schedule 2.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Table 2 – Provisions of Regulation

Regulation Provision	Requirement	Compliance
Environmental Planning and Assessment Regulation 2021		
S.203(1)	Form & Subject-Matter	Yes
S.203(7)	Secretary's Practice Note	Yes
S.204	Public Notice & Public Inspection of Draft Agreement	Yes
S.205	Explanatory Note	See Appendix
Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021		
Ss.21, 34	If the Development involves building work or subdivision work, does the Agreement specify requirements that are required to be complied with before a construction certificate for the work is issued?	Yes, see: <ul style="list-style-type: none"> clauses 18.3 and 18.4,

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

Parties**Council****Camden Council** ABN 31 117 341 764 of 70 Central Avenue,
ORAN PARK, NSW 2570**Developer****Stevens Holdings Pty Limited** ACN 002 386 450 of Suite
6, 257-259 Central Coast Highway, Erina NSW 2250**Background**

- A The Developer owns the Land.
- B Development Consent to DA/2021/1697 (as modified from time to time) has been granted for development on the Land comprising:
- demolition of existing structures, tree removal, concept approval for a mixed use development comprising a service station, a McDonald's restaurant, a 120 place centre-based child care facility, health services facilities, office premises, business premises, a hotel and 3 food and drink premises, display of signage, construction of public roads, subdivision and associated site works, and
 - first stage development consent for the service station, the McDonald's restaurant, the 120 place centre-based child care facility, 1 food and drink premises, display of signage, construction of public roads, subdivision and associated site works.
- C The Developer is required to pay monetary contributions under condition 6.0(26) of the Development Consent.
- D The Developer intends to enter into this Deed:
- in connection with the Modification Application, which, amongst other things reduces the amount of monetary contributions required to be paid under condition 6.0(26) of the Development Consent by the value of the land to be dedicated under this Deed,
 - to dedicate land for trunk drainage,
 - to carry out trunk drainage works in satisfaction of the monetary contributions required to be paid under condition 6.0(26) of the Development Consent, as modified, and
 - to pay monetary development contributions under this Deed to be applied for the purpose of open space.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

Definitions

- 1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to those words or phrases except in so far as the context or subject-matter otherwise indicates or requires:

Table

Column 1	Column 2
Word or phrase	Meaning
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Applicable Contributions Plan	means the contributions plan (within the meaning of the Act) specified in Item 6.a) of the VPA Particulars as amended or substituted from time to time.
Applicable DSP	means the DSP specified in Item 6.b of the VPA Particulars as amended or substituted from time to time.
Applicable Development Consent	means the development consent specified or described in Item 5 of the VPA Particulars or granted in respect of the Development.
Approval	includes approval, consent, licence, permission or the like.
Approved Person	means a person reasonably approved by the Council to undertake design, construction, supervision, inspection, testing or certification of the Developer Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

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 <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
Background Intellectual Property	means Intellectual Property that: <ul style="list-style-type: none"> (a) relates to the Developer Works, (b) exists at the date of this Deed or is later created but not as a result of performing this Deed, (c) does not belong to a third party.
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: <ul style="list-style-type: none"> (a) one of the following trading banks: <ul style="list-style-type: none"> (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.
Bond	means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency.
Charge	means the charge referred to in clause 19.
Charge Land	means the land specified or described in Item 16 of the VPA Particulars.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

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 <i>Taxation Administration Act 1953</i> (Cth).
CLM Act	means the <i>Contaminated Land Management Act 1997</i> (NSW).
Construction Certificate	has the same meaning as in the Act.
Construction Contract	means a contract or arrangement entered into between the Developer as principal and another person under which the other person undertakes to provide Work required by this Deed, or to supply related goods and services, for the Developer.
Contamination	has the same meaning as in the CLM Act.
Contractor	means the contractor under the Construction Contract.
Contribution Value	in relation to an Item specified in the Development Contributions Table means the \$ amount specified in Column 4 of that Table corresponding to the Item.
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Council Developer Works Contribution Amount	means the \$ amount or amounts specified in Item 9 of the VPA Particulars in relation to all or specified Developer Works.
Council Land Dedication Contribution Amount	means the \$ amount specified in Item 8 of the VPA Particulars in relation to all or specified Dedication Land.
CPI	means the ' <i>Consumer Price Index – Sydney All Groups</i> ' published by the Australian Bureau of Statistics.
Dedication Land	means land that is required to be dedicated to the Council free of cost under this Deed irrespective of whether the dedication gives rise to or is otherwise

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

	is taken into consideration in determining the Development Contribution Surplus Credit.
Dedication Land Plan	means the plan contained in Schedule 3 showing the location of the Dedication Land.
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, in relation to the whole or any specified part of the Developer Works, the period specified in Item 14 of the VPA Particulars commencing on the day immediately after Practical Completion Notice is issued by the Council.
Defects Liability Security	means the \$ amount of Security specified in Item 18 of the VPA Particulars indexed in accordance with the Indexation Method.
Deferral Security	means the \$ amount of Security specified in clause 68 of Schedule 6 indexed in accordance with the Indexation Method.
Developer Works	means Works that the Developer is required to provide under this Deed.
Developer Works Agreed Cost	means the \$ amount specified in Item 9 of the Particulars.
Developer Works Location Plan	means the plan contained in Schedule 4 showing the location of the Developer Works.
Developer Works Plans & Drawings	means the detailed plans and drawings for the Developer Works approved by the Council referred to in Schedule 5.
Developer Works Provisions	means the provisions contained in Schedule 6.
Development	means the development specified or described in Item 2 of the VPA Particulars.
Development Application	means the development application within the meaning of the Act specified or described in Item 4.a of the VPA Particulars.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Development Contribution	means the dedication of land free of cost, a monetary contribution, the provision of any other material public benefit including but not limited to the provision of Works, or any combination of them.
Development Contribution Credit	means the \$ amount specified in Item 11 of the VPA Particulars
Development Contribution Surplus Credit	means the \$ amount specified in Item 12 of the VPA Particulars.
Development Contributions Table	means the table contained in Schedule 2.
Development Servicing Plan (DSP)	means a 'DSP document' within the meaning of the '2016 Developer Charges Guidelines for Water Supply, Sewerage and Stormwater' issued by the Minister for Lands and Water pursuant to section 306(3)(c) of the <i>Water Management Act 2000</i> (NSW).
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.
End DLP and Maintenance Notice	means a notice in writing issued by the Council to the Developer to effect that, in the reasonable opinion of the Council, the Developer Works to which the notice relates have been completed by the Developer in accordance with this Deed and to the satisfaction of the Council.
Final Lot	means a lot created in the Development for separate occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties (which includes, for the avoidance of doubt, lots 1, 2, 3 and 4 in DP1291566), not being a lot created by a subdivision of the Land: <ul style="list-style-type: none"> (a) that is to be dedicated or otherwise transferred to the Council, or

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

Force Majeure Event

means an earthquake, cyclone, fire, riot or serious civil commotion, sabotage, act of a public enemy, act of God (excluding storms), war, revolution, radioactive contamination or flood, the effects of which cannot be prevented by taking those steps a prudent and competent person would take.

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)*.

General Security

means a Bank Guarantee or a bond or other form of security on terms reasonably satisfactory to the Council in the amount specified in Item 17.a of the VPA Particulars indexed in accordance with the method of indexation specified in 17.b of the VPA Particulars.

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.

Instrument Change

means the change to the environmental planning instrument specified or described in Item 3 of the VPA Particulars.

Insurances

means the insurances specified in Item 21 of the VPA Particulars and such other insurances required by law in relation to the Developer Works.

Intellectual Property

means all copyright (including moral rights), patents, trademarks, designs, confidential information, circuit layouts, data and any other rights from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

Item

means a numbered item appearing in the VPA Particulars or the Development Contributions Table.

Just Terms Act

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

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Land	means the land specified or described in Item 1 of the VPA Particulars.
Maintain	in relation to Developer Works, means keep in a good state of repair and working order and maintained in accordance with any maintenance manuals, and includes repair of any damage to the Works, to the satisfaction of the Council.
Maintenance Period	in relation to Developer Works means the period specified in Item 14 of the VPA Particulars commencing on the date the Council issues a Practical Completion Notice.
Maintenance Security	means the \$ amount of Security specified in Item 19 of the VPA Particulars indexed in accordance with the Indexation Method.
Modification Application	means the application to modify the Applicable Development Consent specified or described in Item 4.b of the VPA Particulars.
N/A	means Not Applicable
Occupation Certificate	has the same meaning as in the Act.
Other Land	means land owned or occupied by a person other than the Developer or the Council to which entry and access is needed by the Developer to perform this Deed.
Participation Rules	means the participation rules as determined by the <i>Electronic Conveyancing National Law</i> as set out in the <i>Electronic Conveyancing (Adoption of National Law) Act 2012</i> (NSW).
Part 6 Certificate	means a certificate under Part 6 of the Act as referred to in section 6.4 of the Act.
Party	means a party to this Deed.
PEXA	means Property Exchange Australia Ltd.
Practical Completion	in relation to the Developer Works or a specified part of the Developer Works occurs when the Council has issued a Practical Completion Notice for the Developer Works or the part.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

Practical Completion Notice	means a notice in writing issued by the Council to the Developer to the effect that, in the reasonable opinion of the Council, the Developer Works or a specified part of the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.
Practical Completion Date	means: <ul style="list-style-type: none"> (a) the date specified in Item 13 of the VPA Particulars in relation to all of the Developer Works, or (b) the dates specified in Item 12 of the VPA Particulars in relation to the Developer Works in a particular Stage or particular Developer Works.
Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.
Rectification Notice	means a notice in writing: <ul style="list-style-type: none"> (a) identifying the nature and extent of a Defect or incomplete Work, and (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.
Rectify	means rectify, remedy or correct.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Review Period	means the period specified in Item 24 of the VPA Particulars.
Section 7.11 Contribution	means a monetary contribution payable to the Council under s7.11 of the Act pursuant to the Applicable Development Consent.
Site Audit Report	has the same meaning as in the CLM Act.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Site Audit Statement	has the same meaning as in the CLM Act.
Stage	means a stage of the Development approved by the Applicable Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.
Subdivision Certificate	has the same meaning as in the Act.
Subdivision Works Certificate	has the same meaning as in the Act.
Technical Data	means all technical know-how and information in material form, including manuals, designs, standards, specifications, reports, models, plans, drawings, calculations, software, source code and test results.
Third Party Intellectual Property	means Intellectual Property relating to the Developer Works that is owned by a person other than the Council or the Developer.
Transfer of Ownership Notice	means a notice issued by the Council to the Developer stating that Developer Works the subject of a Practical Completion Notice vest in the Council on a specified date being not sooner than 14 days after the notice is issued.
VPA Particulars	means the information contained in Schedule 1.
WHS	means work health and safety.
WHS Law	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
Work	means the physical result of carrying out work in, on, over or under land.
Works-As-Executed Plan	means detailed plans and specifications of Developer Works carried out by the Developer.

Interpretation

- 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.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday 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.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
- 3.1.1 both 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 Land and to the Development.
- 4.2 The Developer acknowledges and agrees that the Applicable Development Consent may be granted subject to a condition requiring this Deed to be complied with in connection with the carrying out of the Development and the Developer is not to object to, or seek a review of, of or appeal against the imposition of such a condition.

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 is 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.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

8 Application of s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act to the Development

Section 7.11 of the Act

- 8.1 Item 7.a of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of section 7.11 of the Act to the Development.
- 8.2 If Item 7.a of the VPA Particulars states that this Deed does not wholly exclude the application of section 7.11 of the Act to the Development, Item 7.b of the VPA Particulars states whether the benefits provided by the Developer under this Deed are to be taken into consideration when determining a Development Contribution under section 7.11 relating to the Development.

Section 7.12 of the Act

- 8.3 Item 7.c of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of section 7.11 of the Act to the Development.

Subdivision 4 of Division 7.1 of the Act

- 8.4 Item 7.d of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of Subdivision 4 of Division 7.1 of the Act to the Development.

Part 2 – Development Contributions

9 Provision of Development Contributions

Development Contributions

- 9.1 The Developer is to make Development Contributions to the Council in accordance with the Development Contributions Table and any other provision of this Deed requiring the Developer to make Development Contributions.

Effect of modification of Applicable Development Consent

- 9.2 If:
 - 9.2.1 Part A of the Development Contributions Table specifies that monetary Development Contributions are payable in respect of the Development per dwelling or per Final Lot or for a specified number of dwellings or Final Lots, and
 - 9.2.2 after this Deed is entered into the Applicable Development Consent is modified under the Act to allow for additional dwellings or Final Lots (or both),

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

the Developer is to pay monetary Development Contributions to the Council for the additional dwellings or Final Lots (or both) not later than 14 days after the Applicable Development Consent has been modified or such later time as may be agreed in writing between the Parties.

Contribution Values

- 9.3 The Parties acknowledge and agree that a Contribution Value:
- 9.3.1 constitutes the agreed value of the public benefit of a Development Contribution required to be made under this Deed irrespective of the cost to the Developer of making the Development Contribution, and
 - 9.3.2 does not serve to define the monetary extent of the Developer's obligation to make the Development Contribution to which the Contribution Value relates.

Application of Development Contributions

- 9.4 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.

Flexibility in application of Development Contributions

- 9.5 Despite clause 9.4, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

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

When dedication of land made

- 11.1 Unless otherwise specified in this Deed or agreed in writing between the Parties:
- 11.1.1 the Developer is to do all things necessary to dedicate or procure the dedication to the Council of the Dedication Land,
 - 11.1.2 the dedication is to occur by not later than the date specified in Column 3 of Schedule 2 relevant to the Dedication Land,

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

11.1.3 the dedication is to be free of cost to the Council.

11.2 A Development Contribution comprising Dedication Land is dedicated for the purposes of this Deed when:

11.2.1 the Council is given:

- (a) a Clearance Certificate that is valid at the time of dedication of the Dedication Land, or
- (b) the Foreign Resident Capital Gains Withholding Amount in respect of the Dedication Land, and

11.2.2 One of the following has occurred:

- (a) a deposited plan is registered in the register of plans held with the Registrar-General that dedicates the Dedication Land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW), or
- (b) the Council is given evidence that a transfer of the Dedication Land to the Council has been effected by means of electronic lodgement and registration through PEXA or another ELNO.

Developer to facilitate dedication

11.3 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

Dedicated Land to be free of encumbrances

11.4 The Developer is to ensure that Dedication Land 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.

Request by Developer

11.5 If, having used all reasonable endeavours, the Developer cannot ensure that Dedication Land is free from all encumbrances and affectations, the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

Site Audit Report & Site Audit Statement

11.6 Before dedicating the Dedication Land to the Council, the Developer, at its cost, is to obtain and provide to the Council a Site Audit Report and Site Audit Statement stating that the Dedication Land is suitable for the purpose for which the Dedication Land is required to be dedicated under this Deed without being subject to compliance with an environmental management plan.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Indemnity

- 11.7 The Developer indemnifies and agrees to keep indemnified the Council against all Claims made against the Council as a result of any Contamination on or emanating from the Dedication Land but only in relation to Contamination that existed on or before the date that the Dedication Land is transferred or dedicated to Council or compulsorily acquired by Council pursuant to this Deed.

Responsibility for Cost of Land Dedication

- 11.8 The Developer is responsible for meeting all Costs of and incidental to the dedication of the Dedication Land to the Council unless one of both of the following applies:
- 11.8.1 Item 8 of the VPA Particulars specifies a Council Land Dedication Contribution Amount towards the Cost of all or specified Dedication Land, or
- 11.8.2 this Deed otherwise expressly provides for a Dedication Land Cost to be met that is not required to be met by the Developer.

Contribution by Council towards Cost of Dedication Land

- 11.9 If Item 8 of the VPA Particulars specifies a Council Land Dedication Contribution Amount, the Council is to pay that amount to the Developer in accordance with any requirements specified in that Item or otherwise in accordance with a written agreement entered into between the Council and the Developer.

Caveat by Council

- 11.10 The Developer acknowledges that the Council has an equitable estate or interest in the Dedication Land entitling the Council, pursuant to section 74F of the *Real Property Act 1900* (NSW), to lodge with the Registrar-General a caveat prohibiting the recording of any dealing affecting the Council's estate or interest in that land.

12 Application of Developer Works Provisions

Application of Developer Works Provisions

- 12.1 The Developer Works Provisions apply to and in respect of Developer Works required by this Deed.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

13 Cost of Developer Works

Responsibility for Cost of Developer Works

- 13.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed unless one of both of the following applies:
- 13.1.1 Item 10 of the VPA Particulars specifies a Council Developer Works Contribution Amount towards the Cost of all or specified Developer Works, or
- 13.1.2 this Deed otherwise expressly provides for a Developer Works Agreed Cost that is not required to be met by the Developer.

Contribution by Council towards Cost of Developer Works

- 13.2 If Item 10 of the VPA Particulars specifies a Council Developer Works Contribution Amount, the Council is to pay that amount to the Developer in relation to the Developer Works within 14 days after both of the following have occurred:
- 13.2.1 all of the Developer Works have vested in the Council, and
- 13.2.2 all land on which the Developer Works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.

14 Development Contribution Credit

Application of clause

- 14.1 This clause 14 applies if a Development Contribution Credit is specified in Item 11 of the VPA Particulars.

Application of Development Contribution Credit

- 14.2 Pursuant to s7.11(5)(b) of the Act, in consideration of the Developer carrying out the Developer Works and otherwise performing all of its obligations under this Deed, the Section 7.11 Contribution payable by the Developer is to be reduced by the Development Contribution Credit.

15 Development Contribution Surplus Credit

Application of Developer Contribution Surplus Credit

- 15.1 If a Development Contribution Surplus Credit is specified in Item 12 of the VPA Particulars:
- 15.1.1 the Council is to apply the Development Contribution Surplus Credit, towards the satisfaction of any monetary contributions the Developer is required to pay to the Council under s7.11 of the Act in relation to

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

any development (other than the Development) for which development consent is granted under the Act after this Deed commences, and

- 15.1.2 the Developer may assign the Development Contribution Surplus Credit or any part of it to any person if the Developer:
- (a) obtains the written consent of the Council, which may not be unreasonably withheld, and
 - (b) enters into a deed with the Council and the transferee of the Monetary Contribution Surplus Credit on terms reasonably satisfactory to the Council.

Indexation of Developer Contribution Surplus Credit

- 15.2 The Development Contribution Surplus Credit is to be indexed from the date of this Deed until the date it is applied in accordance with clause 15.1 in accordance with the indexation method contained in the Applicable Contributions Plan.

Part 3 – Dispute Resolution

16 Dispute Resolution – mediation

Application of clause

- 16.1 This clause 16 applies to any Dispute arising in connection with this Deed other than a dispute to which clause 17 applies.

When Dispute arises

- 16.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 16.3 If a notice is given under clause 16.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Meditation of Dispute

- 16.4 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.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Exercise of legal rights

- 16.5 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.

Costs

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

17 Dispute resolution – expert determination

Application of clause

- 17.1 This clause 17 applies to a Dispute arising in connection with this Deed if:
- 17.1.1 the Parties agree that the Dispute can be appropriately determined by Expert Determination, or
- 17.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

When Dispute arises

- 17.2 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.

Meeting between Parties

- 17.3 If a notice is given under clause 17.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Expert determination

- 17.4 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.

Expert determination binding

- 17.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Costs of Parties

- 17.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

Costs of Expert

- 17.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

Part 4 - Enforcement

18 General Security

Application of this clause

- 18.1 This clause 18 applies if Item 17.a of the VPA Particulars specified an amount of General Security.

Composition of General Security

- 18.2 For the avoidance of doubt, the General Security includes the Defects Liability Security and the Maintenance Security.

Provision of General Security

- 18.3 The Developer is to provide the General Security to the Council:
- 18.3.1 within 5 business days of the commencement of this Deed, or
 - 18.3.2 at such other time agreed in writing by the Council.

Apportionment of General Security

- 18.4 If agreed in writing by the Council, the General Security may be apportioned to different Stages or different Developer Works, in which case the Developer is to provide the portion of the General Security relating to a particular Stage or particular Developer Works to the Council before the Developer obtains a Construction Certificate for the particular Stage or the Developer commences the particular Developer Works.

Purpose of General Security

- 18.5 The Council is to hold the General Security as security for the Developer performing its obligations under this Deed relating to the Developer Works and other material public benefits (other than the payment of monetary Development Contributions and the dedication of Dedication Land).

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Indexation of General Security

- 18.6 The Developer is to ensure that the amount of the General Security provided to the Council at any time is indexed in accordance with Item 17.b of the Particulars.

Call-up of General Security

- 18.7 Subject to clause 21.2, if the Developer breaches any its obligations under this Deed relating to the purpose for which the General Security is required to be provided, the Council may, without further notice to the Developer and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, call-up the General Security, the Defects Liability Security or the Maintenance Security, as appropriate, and apply it to remedy the Developer's breach and the Council's costs specified in clause 21.5 of so doing.

Release & return of General Security

- 18.8 Subject to clause 18.10, the Council is to release and return the General Security or any unused part of it to the Developer within 14 days of issuing a Practical Completion Notice for the Developer Works unless the Parties have entered into a written agreement providing for the progressive release of the General Security at times or upon the occurrence of events specified in the agreement.
- 18.9 Despite clause 18.8 but subject to clause 18.10, if the Developer has provided the Council with a portion of the General Security relating to a particular Stage or particular Developer Works, the Council is to release and return the portion or any unused part of it to the Developer within 14 days of issuing a *Practical Completion Notice for all of the Developer Works in the particular Stage or the particular Developer Works.
- 18.10 The amount of the General Security released and returned by the Council under clause 18.8 or 18.9 must not exceed the amount of the General Security minus the percentages of that amount allocated to the Defects Liability Security and the Maintenance Security.
- 18.11 The Council is to release and return the Defects Liability Security, or any remaining part, to the Developer within 28 days after the end of the Defects Liability Period if, at that time, the Developer is not in breach of an obligation under this Deed to which the Defects Liability Security relates.
- 18.12 The Council is to release and return the Maintenance Security, or any remaining part, to the Developer within 28 days after the end of the Maintenance Period if, at that time, the Developer is not in breach of an obligation under this Deed to which the Maintenance Security relates.

Replacement General Security

- 18.13 The Developer may provide the Council with a replacement General Security at any time.
- 18.14 On receipt of a replacement General Security, the Council is to release and return the replaced the General Security to the Developer.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

- 18.15 If the Council calls-up the General Security or any portion of it, the Council may give the Developer a written notice requiring the Developer to provide a further or replacement General Security to ensure that the amount of General Security held by the Council equals the amount the Council is entitled to hold under this Deed.

Restriction on entering Council land

- 18.16 Despite any other provision of this Deed, the Council, in its absolute discretion, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the General Security to the Council in accordance with this Deed.

19 Charge on Dedication Land

Application of this clause

- 19.1 This clause applies if Item 16 of the VPA Particulars specifies land for the purposes of the definition of 'Charge Land' in clause 1.1 of this Deed.

Grant of charge

- 19.2 On the date of execution of this Deed, the Developer grants to the Council a fixed and specific charge over the Developer's right, title and interest in the Charge Land, to secure:
- 19.2.1 the performance of the Developer's obligation to make monetary Development Contributions under this Deed, and
 - 19.2.2 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 relating to making monetary Development Contributions.

Exercise of rights under Charge

- 19.3 Subject to clause 21.2, the Council may exercise its rights under the Charge if the Developer does not make monetary contributions in accordance with this Deed.

Registration

- 19.4 Upon the execution of this Deed, the Developer is to give to the Council an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the registered proprietor of the Charge Land that is effective to register the Charge on the title to the Charge Land.
- 19.5 If the Charge Land does not form the whole of a lot in a deposited plan at the time that the instrument referred to in clause 19.4 is required to be given:

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- 19.5.1 the Developer is to give the Council an instrument that charges the whole of the lot containing the Charge Land, and
- 19.5.2 a reference in this Deed to the Charge Land is taken to be a reference to the whole of that lot.
- 19.6 The Developer is to do all other things necessary, including executing all other documents, to enable lodgement and registration of the Charge to occur electronically through PEXA or another ELNO.

Caveat and discharge

- 19.7 The Developer acknowledges that the Council has an equitable estate or interest in the Charge Land entitling the Council, pursuant to section 74F of the *Real Property Act 1900* (NSW), to lodge with the Registrar-General a caveat prohibiting the recording of any dealing affecting the Council's estate or interest in that land.
- 19.8 The Developer agrees that:
- 19.8.1 the Council may lodge a caveat on the title of the Charge Land,
- 19.8.2 the Council is to release the caveat from any part of the Charge Land once that part is contained in a separate lot to the remainder of the Charge Land, and
- 19.8.3 the Council cannot be required to have the caveat removed from the title to the Charge Land other than in accordance with clause 19.9.
- 19.9 In order to enable Final Lots to be sold, the Council is to release the Charge and withdraw the caveat from the title to any Final Lot on satisfaction by the Developer of its obligations under this Deed to make Development Contributions in respect of the creation of the lot.
- 19.10 For the purposes of clause 19.2, the Council is to use its reasonable endeavours to provide any documentation necessary to enable the release of the Charge and withdrawal of the caveat from the title of a Final Lot on or immediately prior to the date for settlement of the sale of that lot.

Subdivision of charge land not precluded

- 19.11 Nothing in this Deed prevents the registration of a plan of subdivision in respect of the Charge Land nor the creation of a Final Lot from the Charge Land.

Priority

- 19.12 The Developer is not to create any mortgage or charge over the Charge Land or grant any other interest in the Charge Land ranking in priority equal with or ahead of the Charge created under this Deed without the prior written approval of the Council.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

20 Acquisition of Dedication Land

Compulsory acquisition of Dedication Land

- 20.1 Subject to clause 20.2 and 21.2, if the Developer does not dedicate the Dedication Land at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 20.2 The Council is to only acquire land pursuant to clause 20.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Deed.

Pre-acquisition agreement

- 20.3 Clause 20.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

Re-imbursement of Council for third party compensation

- 20.4 If, as a result of the acquisition referred to in clause 20.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on the General Security.

Indemnity

- 20.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Dedication Land except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 20.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 20, including without limitation:
- 20.6.1 signing any documents or forms,
 - 20.6.2 giving land owner's consent for lodgement of any Development Application,
 - 20.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900* (NSW), and
 - 20.6.4 paying the Council's costs arising under this clause 20.

21 Breach of obligations

Notice of breach

- 21.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- 21.1.1 specifying the nature and extent of the breach,
- 21.1.2 requiring the Developer 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,
- 21.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Notice of breach pre-requisite to exercise of rights

- 21.2 The Council may not exercise its rights under clause 18.7, 19.3 or 20.1 unless it has first given the Developer a notice under clause 21.1 and the Developer has failed to comply with the Notice.

Step-in right relating to Developer Works

- 21.3 If the Developer fails to comply with a notice given under clause 21.1 relating to the provision of Developer Works, the Council may, notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

Recovery of costs by Council as debt due

- 21.4 Despite any other provision of this Deed, any costs incurred by the Council in remedying a breach of this Deed may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 21.5 For the purpose of clause 21.4, the Council's costs of remedying a breach the subject of a notice given under clause 21.1 include, but are not limited to:
 - 21.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 21.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 21.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

- 21.6 Nothing in this clause 21 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, including but not limited to seeking relief in an appropriate court.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

22 Enforcement in a court of competent jurisdiction

- 22.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 22.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 22.2.1 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
 - 22.2.2 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

23 Registration of this Deed

Application of clause

- 23.1 This clause 23 applies if Item 20 of the VPA Particulars states that this Deed is to be registered for the purposes of s7.6(1) of the Act.

Documents for registration

- 23.2 Upon the commencement of this Deed, the Developer is to deliver to the Council:
 - 23.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land duly executed by the registered proprietor of the Land, and
 - 23.2.2 the written irrevocable consent of the registered proprietor and each person referred to in s7.6(1) of the Act to that registration.
- 23.3 The Developer is to do such other things as are reasonably necessary to enable lodgement and registration of this Deed to occur electronically through PEXA or another ELNO.

Removing notation from title

- 23.4 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:
 - 23.4.1 in so far as the part of the Land concerned is a Final Lot,
 - 23.4.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

24 Restriction on dealings

Restriction

- 24.1 The Developer is not to:
- 24.1.1 sell or transfer the Land, other than a Final Lot, or
 - 24.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 24.1.3 the Developer has, 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 Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 24.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 24.1.5 the Developer is not in breach of this Deed, and
 - 24.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

Continued performance of obligations by Developer

- 24.2 Subject to clause 24.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 24.1.

Exclusion from restriction

- 24.3 Clause 24.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

25 Risk

- 25.1 The Developer performs this Deed at its own risk and its own cost.

26 Release

- 26.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

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

27 Indemnity

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

28 Insurance

Requirement for Developer insurances

- 28.1 The Developer is to take out and keep current to the satisfaction of the Council the Insurances in relation to the Developer Works until the Developer Works are completed in accordance with this Deed.

Failure to comply with requirement

- 28.2 If the Developer fails to comply with clause 28.1, 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:
- 28.2.1 by calling upon the General Security provided by the Developer to the Council under this Deed, or
 - 28.2.2 recovery as a debt due in a court of competent jurisdiction.
- 28.3 The Developer is not to commence to provide any Developer Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 28.1.

Part 7 – Other Provisions

28.4

29 Review of Deed

Obligation to review Deed

- 29.1 The Parties agree to review this Deed by the end of each Review Period, 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.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Review triggers

- 29.2 For the purposes of clause 29.1, 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.

Duty of Parties

- 29.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 29.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

Where change of law occurs

- 29.4 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.

No Dispute

- 29.5 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 29.1 (but not 29.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

30 Notices

- 30.1 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:
- 30.1.1 delivered or posted to that Party at its address set out in Item 22 or 23 of the VPA Particulars, or
 - 30.1.2 emailed to that Party at its email address set out in Item 22 or 23 of the VPA Particulars.
- 30.2 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.
- 30.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 30.3.1 delivered, when it is left at the relevant address,
 - 30.3.2 sent by post, 2 business days after it is posted, or
 - 30.3.3 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.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

- 30.4 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.

31 Approvals and Consent

- 31.1 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.
- 31.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

32 Costs of this Deed

Costs of Deed

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

Enforcement costs

- 32.2 The Council may serve a notice in writing on the Developer ('**Enforcement Cost Notice**') requiring the Developer to pay all or any reasonable costs and expenses incurred by the Council in connection with:
- 32.2.1 investigating a non-compliance by the Developer with this Deed, and
- 32.2.2 enforcing compliance by the Developer with this Deed.
- 32.3 For the avoidance of doubt, the costs and expenses referred to in clause 32.2 may include the costs or expenses incurred by the Council relating to the preparation or serving of the Enforcement Cost Notice.
- 32.4 An Enforcement Cost Notice is to specify the amount required to be paid to the Council by the Developer and the date by which the amount is to be paid.
- 32.5 The Council may recover any unpaid costs and expenses specified in an Enforcement Cost Notice as a debt in a court of competent jurisdiction.

No dispute

- 32.6 Part 3 of this Deed does not apply anything done by the Council and any requirement imposed on the Developer by the Council in accordance with this clause 32.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

33 Entire Deed

- 33.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 33.2 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.

34 Further Acts

- 34.1 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.

35 Governing Law and Jurisdiction

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

36 Joint and Individual Liability and Benefits

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

37 No Fetter

- 37.1 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.

38 Illegality

- 38.1 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.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

39 Severability

- 39.1 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.
- 39.2 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.

40 Amendment

- 40.1 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 section 203 of the Regulation.

41 Waiver

- 41.1 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.
- 41.2 A waiver by a Party is only effective if it:
- 41.2.1 is in writing,
 - 41.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 41.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 41.2.4 is signed and dated by the Party giving the waiver.
- 41.3 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.
- 41.4 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.
- 41.5 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.

42 GST

- 42.1 In this clause:
Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

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

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

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

- 42.2 Subject to clause 42.4, 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.
- 42.3 Clause 42.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 42.4 No additional amount shall be payable by the Council under clause 42.2 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.
- 42.5 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:
- 42.5.1 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;
- 42.5.2 that any amounts payable by the Parties in accordance with clause 42.2 (as limited by clause 42.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 42.6 No payment of any amount pursuant to this clause 42, 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.
- 42.7 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.
- 42.8 This clause continues to apply after expiration or termination of this Deed.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

43 Explanatory Note

- 43.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 43.2 Pursuant to section 205 of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Schedule 1: VPA Particulars

(Clause 1.1)

Item	Details
1. Land	Lots 1-6 in DP1291566
2. Development	<p>Development the subject of the Applicable Development Consent involving:</p> <ul style="list-style-type: none"> demolition of existing structures, tree removal, concept approval for a mixed use development comprising a service station, a McDonald's restaurant, a 120 place centre-based child care facility, health services facilities, office premises, business premises, a hotel and 3 food and drink premises, display of signage, construction of public roads, subdivision and associated site works, and first stage development consent for the service station, the McDonald's restaurant, the 120 place centre-based child care facility, 1 food and drink premises, display of signage, construction of public roads, subdivision and associated site works.
3. Instrument Change	N/A
4. Application: a. Development Application b. Modification Application	<p>Development Application DA/2021/1697 lodged with the Council</p> <p>Application to modify the Applicable Development Consent to, amongst other things reduce the amount of monetary contributions required to be paid under condition 6.0(26) of the Development Consent by the value of the land to be dedicated under this Deed.</p>
5. Applicable Development Consent	Development Consent to the Development Application, as modified from time to time.
6. Applicable Plan: a. Applicable Contributions Plan	N/A

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

b. Applicable DSP	N/A
7. Application of the following provisions of the Act to the Development:	
a. Section 7.11	Does not exclude
b. Consideration of benefits	To be considered
c. Section 7.12	Does not exclude
d. Subdivision 4 of Division 7.1	Does not excluded
8. Council Land Dedication Contribution Amount	N/A
9. Developer Works Agreed Cost	\$608,074
10. Council Developer Works Contribution Amount	N/A
11. Development Contribution Credit	\$608,074 indexed from the commencement of this Deed in accordance with quarterly changes to the CPI
12. Development Contribution Surplus Credit	Nil
13. Practical Completion Date	Prior to the issuing of the first Occupation Certificate for the Development
14. Defects Liability Period	12 months commencing from the day immediately after Practical Completion Notice is issued
15. Maintenance Period	12 months commencing from the day immediately after Practical Completion Notice is issued
16. Charge Land	N/A
17. General Security:	
a. General Security	\$608,074
b. Indexation of General Security	To be indexed annual in accordance with upwards movements of the CPI
18. Defects Liability Security	10 % of General Security

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

19. Maintenance Security	10 % of General Security
20. Registration of this Deed	Yes
21. Insurances	
a. Contract Works Insurance	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.
b. Public Liability	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.
c. Professional Indemnity Insurance	\$5,000,000 for a single occurrence
d. Workers Compensation Insurance	As required by law.
e. Other insurance	As required by law.
22. Council Contact for Notices	Postal Address: 70 Central Avenue, ORAN PARK, NSW 2570 Email: mail@camden.nsw.gov.au Telephone: (02) 4654 7777 Representative: General Manager
23. Developer Contact for Notices	Postal Address: Suite 6, 257-259 Central Coast Highway Erina, NSW 2250 Email: jason@stevensgroup.com.au Telephone: 0402 071 392 Representative: Jason Capuano (Development Director)
24. Review Period	Each period of 2 years commencing on the commencement of this Deed.

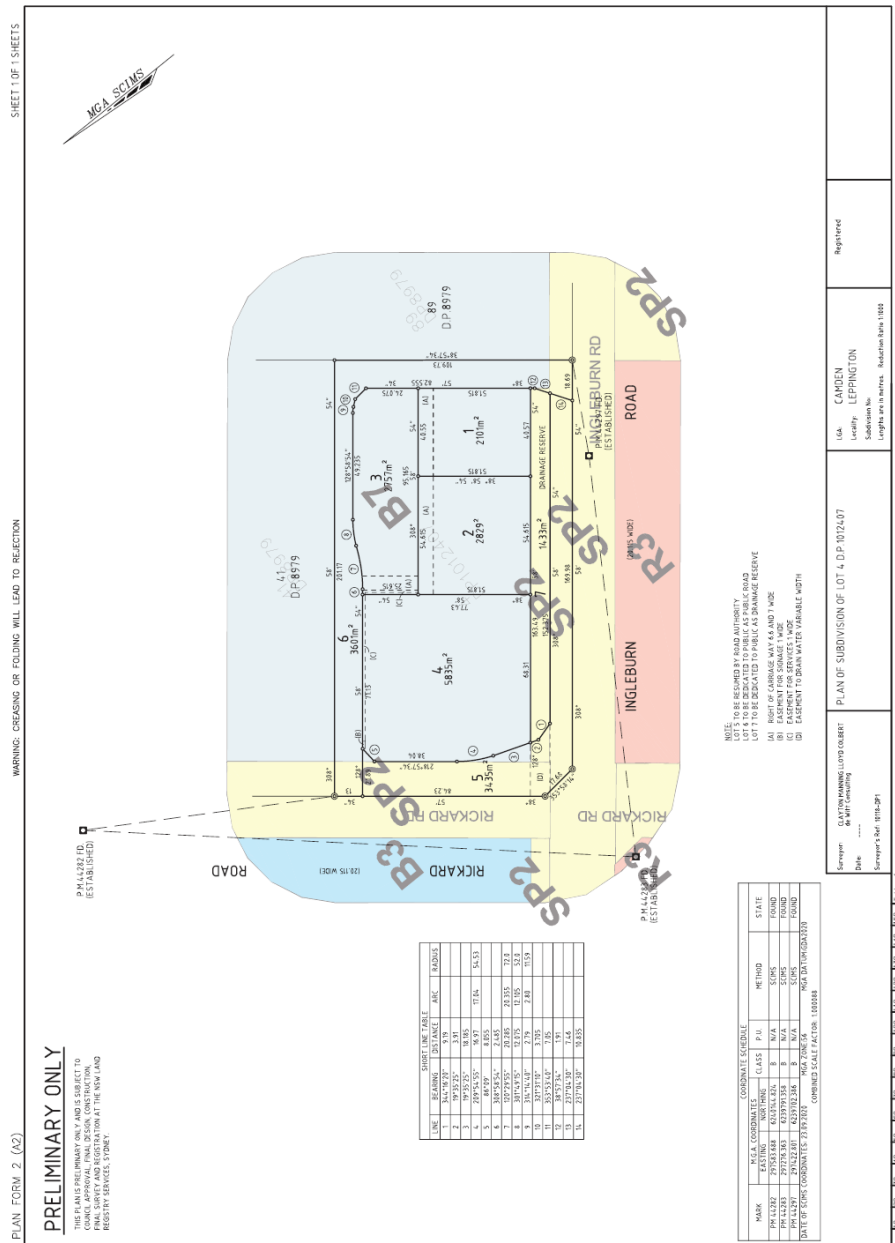
96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Schedule 2: Development Contributions Table

COLUMN 1 Item No / Details	COLUMN 2 Public Purpose	COLUMN 3 Timing	COLUMN 4 Contribution Value \$
A. Monetary Contributions			
1.Payment to Council of \$71,498	Open space	Within 5 business days of the commencement of this Deed and prior to the issuing of any Part 6 Certificate for the Development after the commencement of this Deed.	\$71,498.00 indexed from December 2024 in accordance with quarterly changes to the CPI
B. Dedication Land			
1. Dedication to Council free of cost to the Council land for the purposes of trunk drainage, being land identified as Lot 7 in the Dedication Land Plan being all that land in folio 6/1291566 having an area of 1,433sqm	Drainage	Within 10 Business Days after the commencement of this Deed.	\$313,100
C. Developer Works			
1.Construction of trunk drainage comprising underground culverts and landscaping works as shown in the Developer Works Plans & Drawings	Drainage	Prior to the issuing of the first Occupation Certificate for the Development	\$608,074

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Schedule 3: Dedication Land Plan



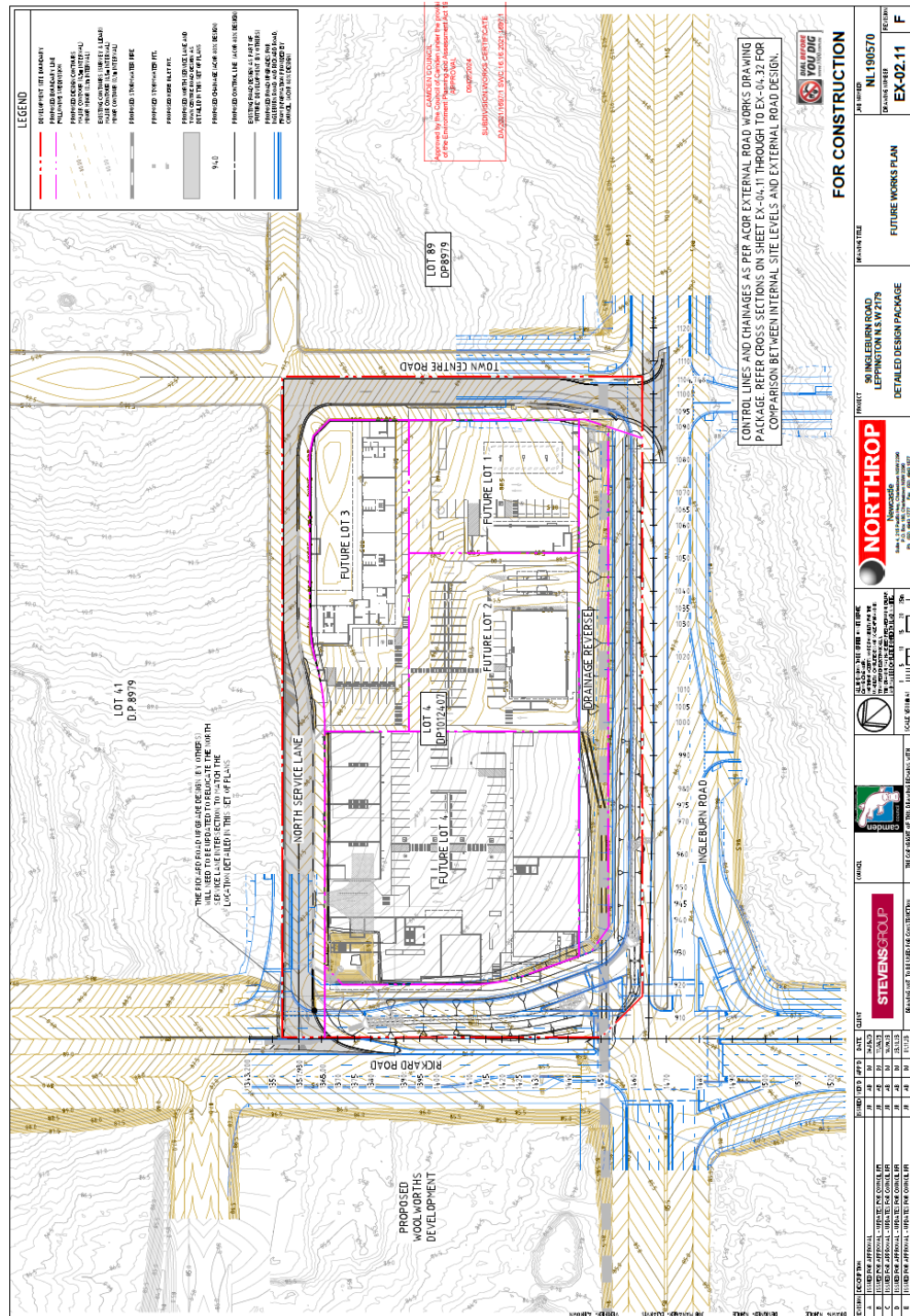
96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Schedule 4: Developer Works Location Plan

Plan titled 'Future Works Plan' with Job No. NL190570, drawing Number EX-02.11 Revision F dated 23.11.23 prepared by Northrop

DRAFT

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited



ATTACHMENT 2 - VPA 96 RICKARD ROAD 18 03 2025
3450-3323-0645, v. 1

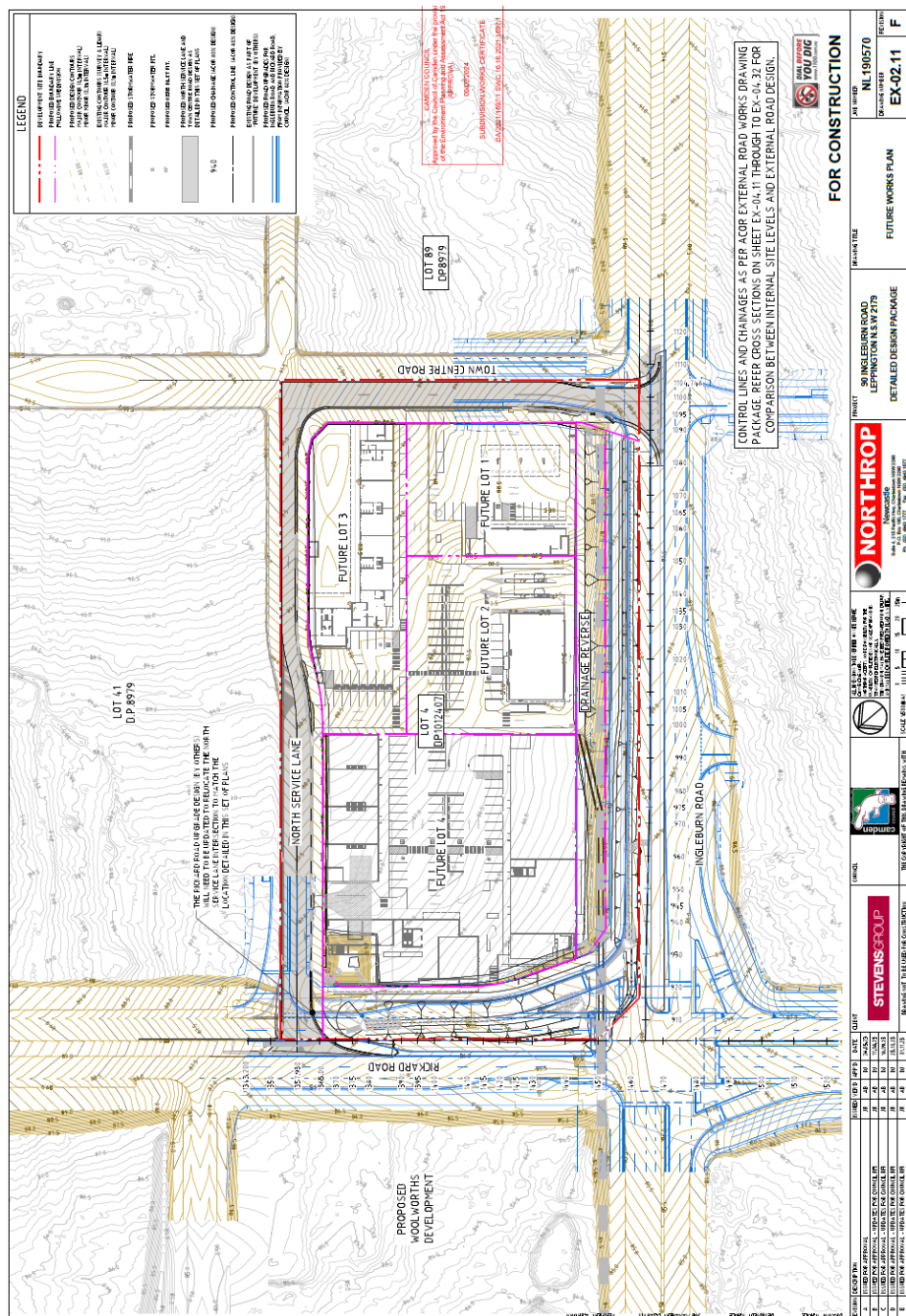
96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Schedule 5: Developer Works Plans and Drawings

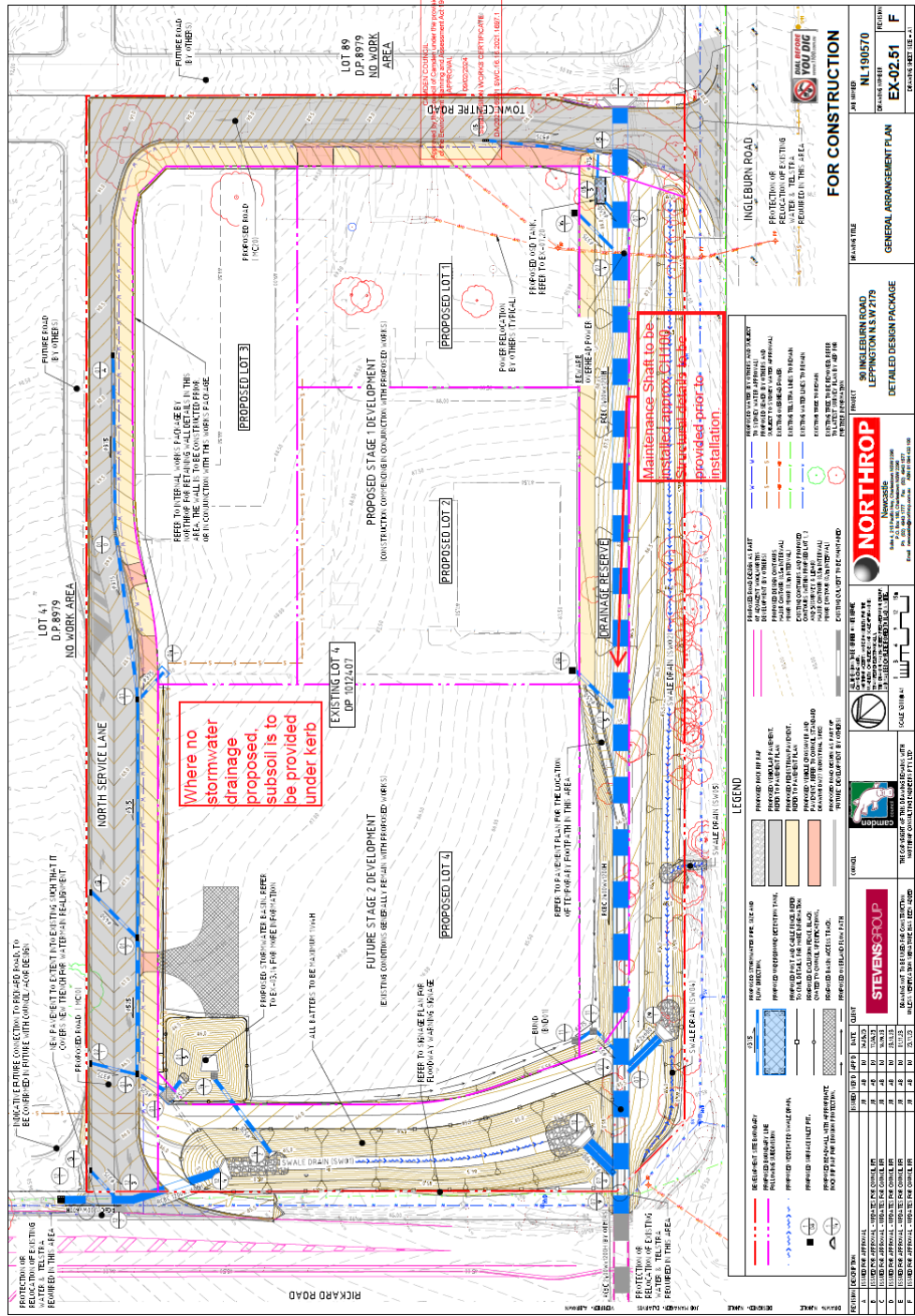
The following plans:

- Plan titled 'Future Works Plan' with Job No. NL190570, drawing Number EX-02.11 Revision F dated 23.11.23 prepared by Northrop
- Plan titled 'General Arrangement Plan' with Job No. NL190570, drawing Number EX-02.51 Revision F dated 23.11.23 prepared by Northrop
- Plan titled 'Civil Works Plan – Ingleburn Road Drainage' with Job No. NL190570, drawing Number EX-03.12 Revision F dated 23.11.23 prepared by Northrop
- Plan titled 'Civil Works Plan – Town Centre Road' with Job No. NL190570, drawing Number EX-03.13 Revision F dated 23.11.23 prepared by Northrop
- Plan titled 'Civil Works Plan – Rickard Road Drainage' with Job No. NL190570, drawing Number EX-03.14 Revision F dated 23.11.23 prepared by Northrop
- Plan titled 'Landscape Coversheet' with Job No. SS20-4498, drawing Number SWC_000 Revision F dated 23.11.23 prepared by Site Image Landscape Architects
- Plan titled 'Landscape Plan' with Job No. SS20-4498, drawing Number SWC_101 Revision E dated 06.10.23 prepared by Site Image Landscape Architects
- Plan titled 'Landscape Plan' with Job No. SS20-4498, drawing Number SWC_102 Revision F dated 23.11.23 prepared by Site Image Landscape Architects
- Plan titled 'Landscape Details' with Job No. SS20-4498, drawing Number SWC_501 Revision E dated 06.10.23 prepared by Site Image Landscape Architects
- Plan titled 'Public Domain Details' with Job No. SS20-4498, drawing Number SWC_502 Revision B dated 06.10.23 prepared by Site Image Landscape Architects

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

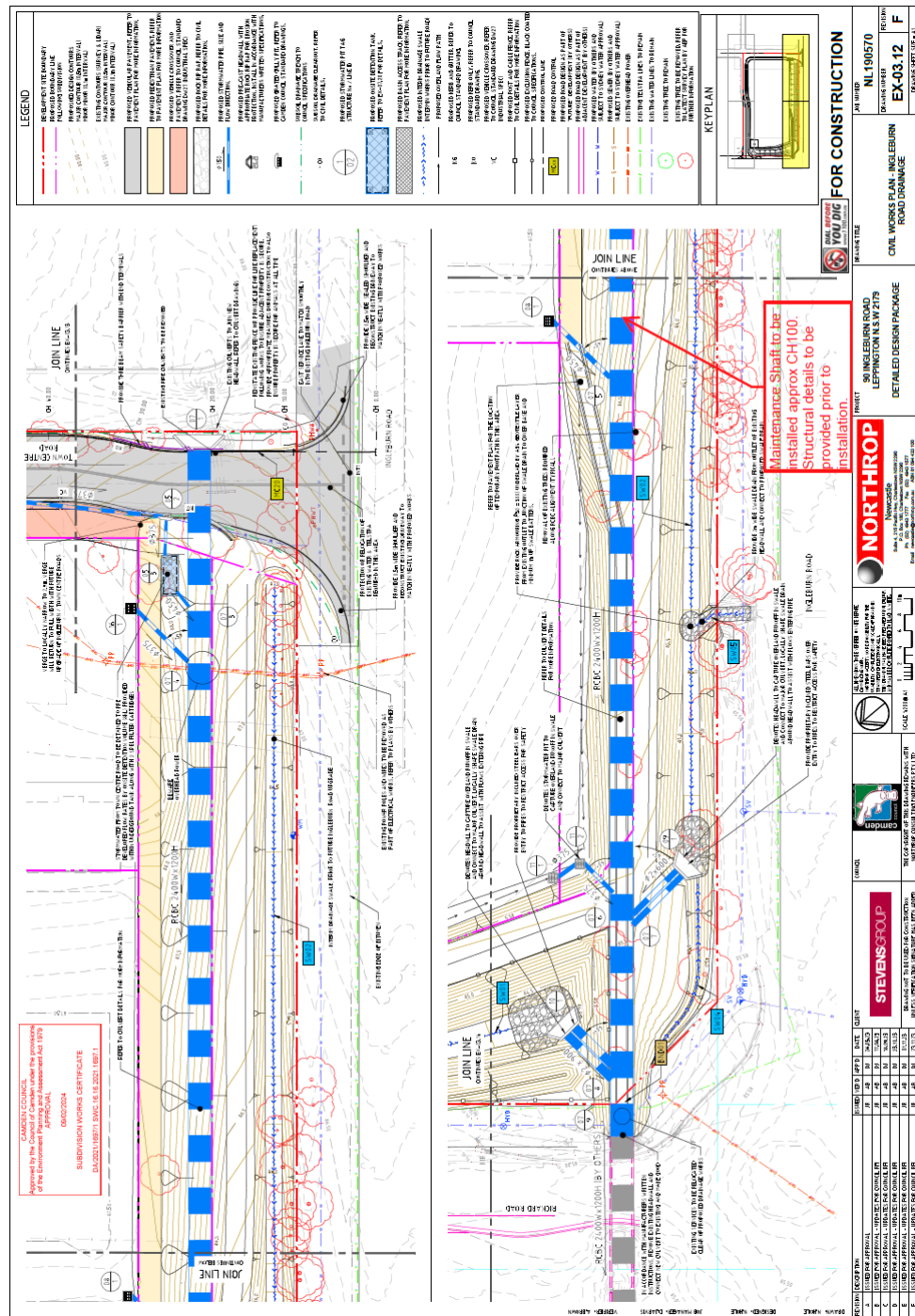


96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

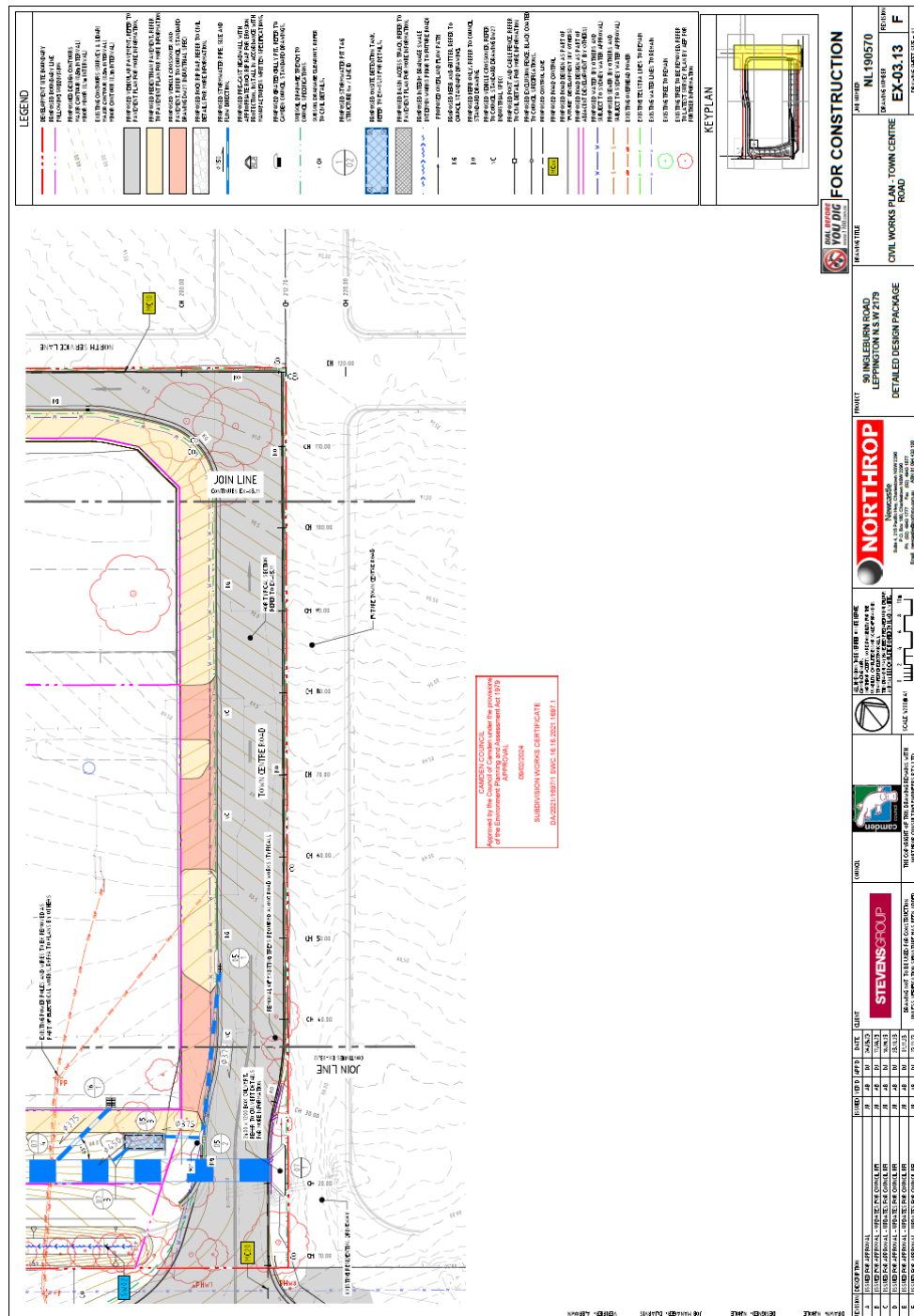


ATTACHMENT 2 - VPA 96 RICKARD ROAD 18 03 2025
3450-3323-0645, v. 1

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

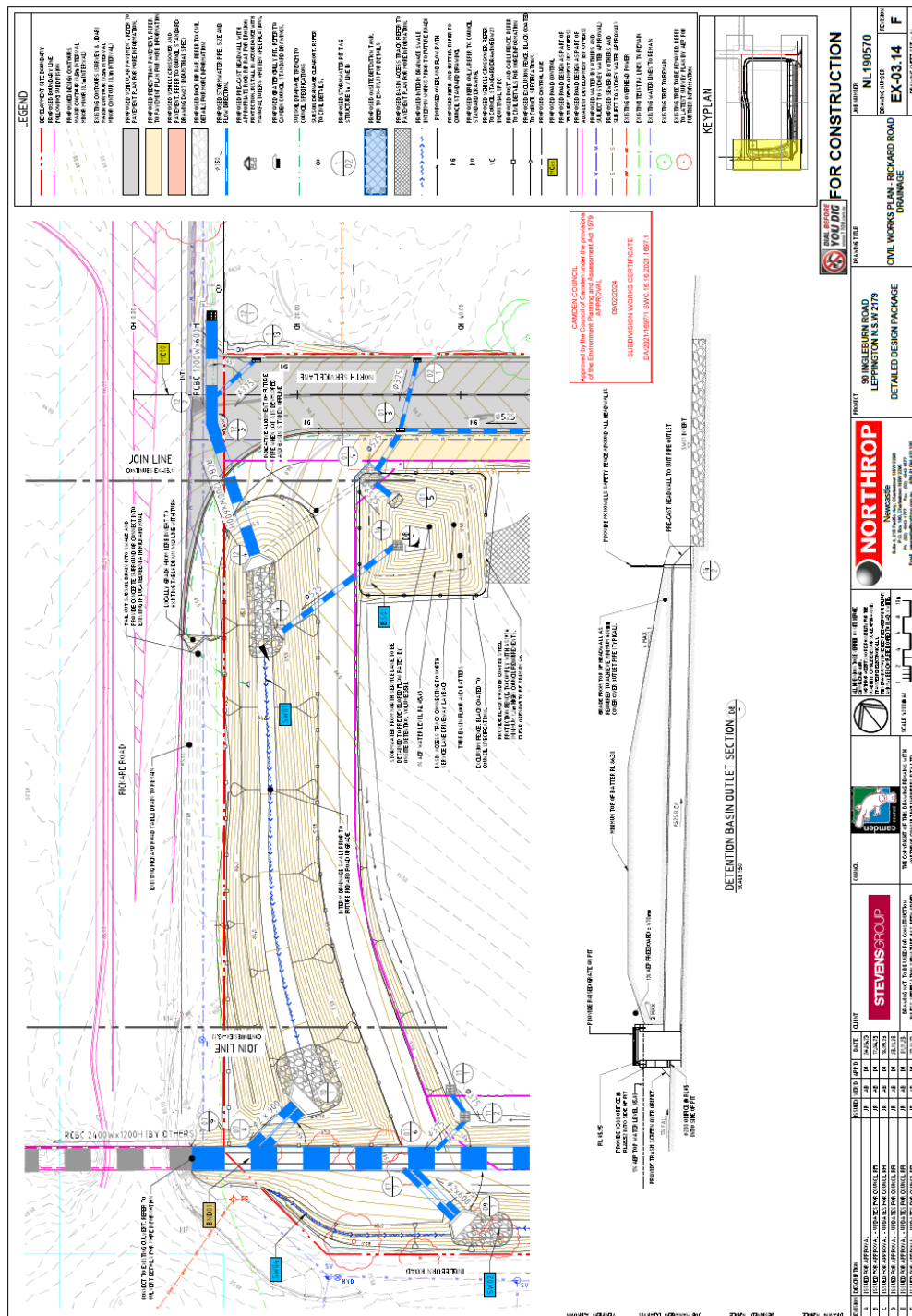


96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited



ATTACHMENT 2 - VPA 96 RICKARD ROAD 18 03 2025
3450-3323-0645, v. 1

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited



96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Camden Council
Proposed by the Council of Camden under the provisions of the Local Government Act 1993
APPROVAL
04/02/2024
SUBDIVISION WORKS CERTIFICATE
DA/2021/196/01 SWC 18.10.2021.186/1

Client
Stevens Group

Project
Proposed Service Station - SWC
90 Ingleburn Road Leppington

Site IMAGE

Subdivisions Works Certificate
Landscape Coversheet

Drawn By
Landscape

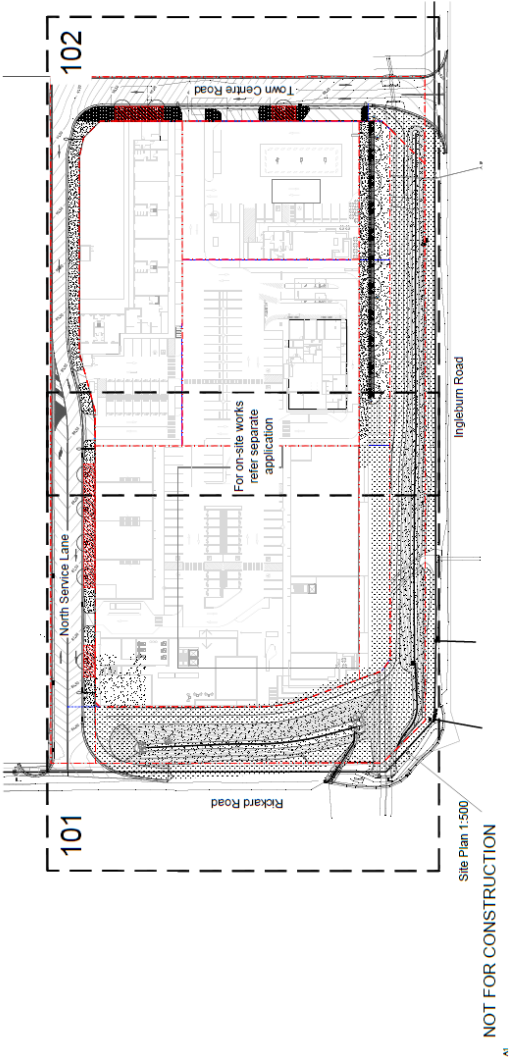
Scale
SS20-4468

Sheet
SWC_000 F

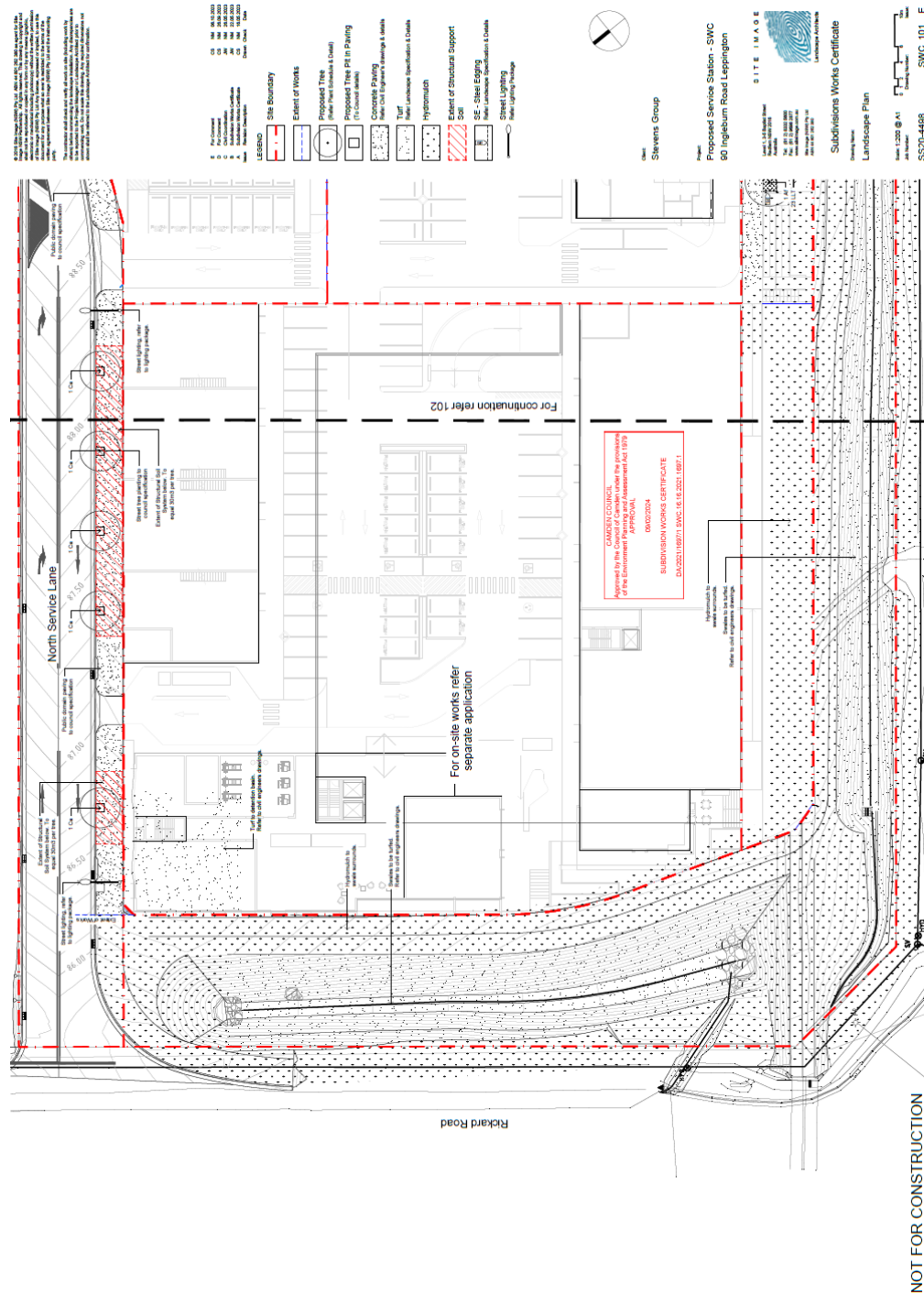
PROPOSED SERVICE STATION - SWC
90 Ingleburn Road, Leppington NSW
Subdivision Works Certificate

Drawing Schedule		Plant Schedule - Public Domain	
Drawing Number	Drawing Title	Scale	Plant Schedule - Public Domain
000	Landscape Coversheet	N/A	
101	Public Domain Plan	1:200	
102	Public Domain Plan	1:200	
501	Landscape Details	As Shown	
502	Landscape Details	As Shown	

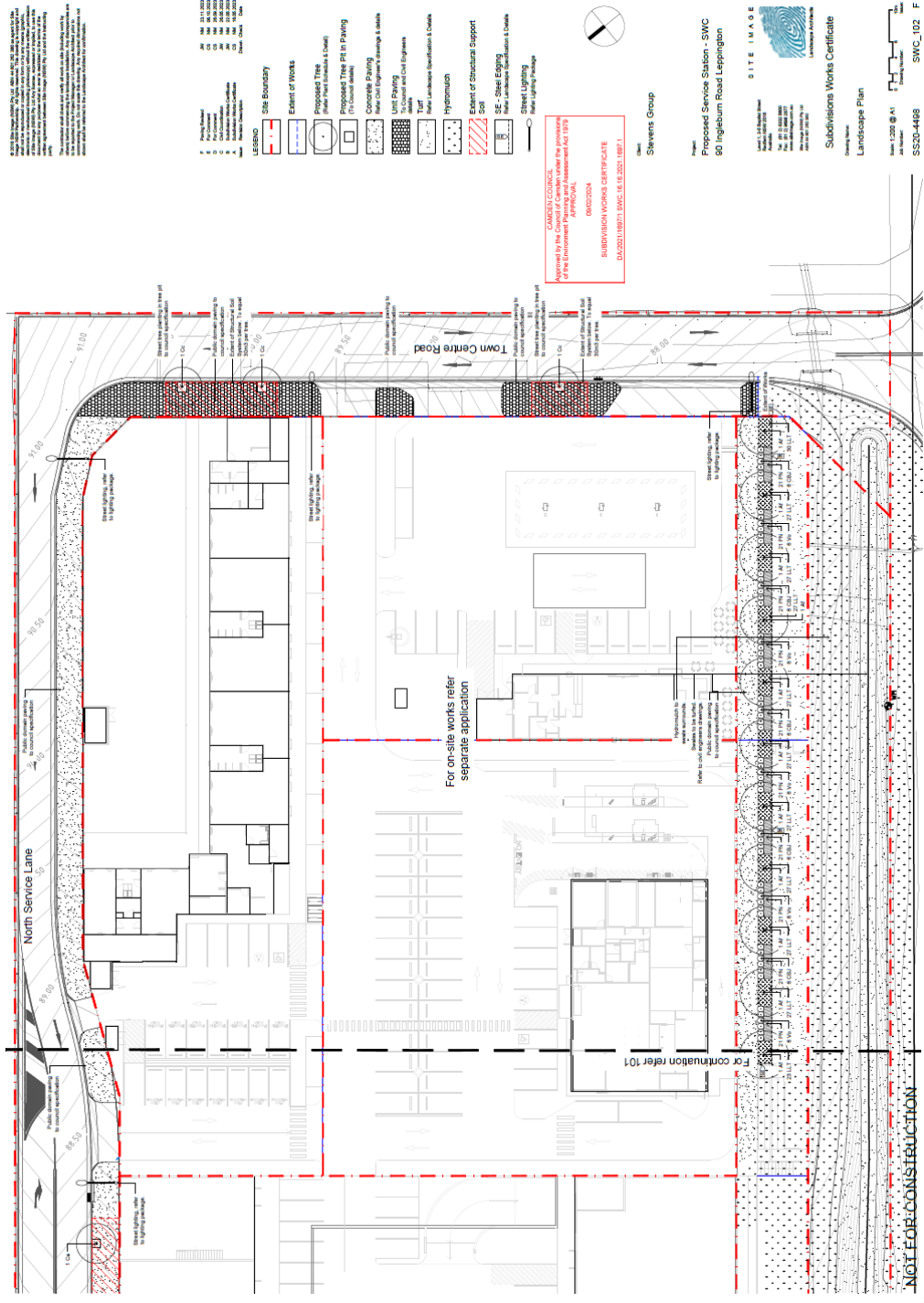
Plant Schedule - Public Domain	Plant Schedule - Public Domain	Plant Schedule - Public Domain	Plant Schedule - Public Domain
01	Plant Schedule - Public Domain	02	Plant Schedule - Public Domain
03	Plant Schedule - Public Domain	04	Plant Schedule - Public Domain
05	Plant Schedule - Public Domain	06	Plant Schedule - Public Domain
07	Plant Schedule - Public Domain	08	Plant Schedule - Public Domain
09	Plant Schedule - Public Domain	10	Plant Schedule - Public Domain
11	Plant Schedule - Public Domain	12	Plant Schedule - Public Domain
13	Plant Schedule - Public Domain	14	Plant Schedule - Public Domain
15	Plant Schedule - Public Domain	16	Plant Schedule - Public Domain
17	Plant Schedule - Public Domain	18	Plant Schedule - Public Domain
19	Plant Schedule - Public Domain	20	Plant Schedule - Public Domain
21	Plant Schedule - Public Domain	22	Plant Schedule - Public Domain
23	Plant Schedule - Public Domain	24	Plant Schedule - Public Domain
25	Plant Schedule - Public Domain	26	Plant Schedule - Public Domain
27	Plant Schedule - Public Domain	28	Plant Schedule - Public Domain
29	Plant Schedule - Public Domain	30	Plant Schedule - Public Domain
31	Plant Schedule - Public Domain	32	Plant Schedule - Public Domain
33	Plant Schedule - Public Domain	34	Plant Schedule - Public Domain
35	Plant Schedule - Public Domain	36	Plant Schedule - Public Domain
37	Plant Schedule - Public Domain	38	Plant Schedule - Public Domain
39	Plant Schedule - Public Domain	40	Plant Schedule - Public Domain
41	Plant Schedule - Public Domain	42	Plant Schedule - Public Domain
43	Plant Schedule - Public Domain	44	Plant Schedule - Public Domain
45	Plant Schedule - Public Domain	46	Plant Schedule - Public Domain
47	Plant Schedule - Public Domain	48	Plant Schedule - Public Domain
49	Plant Schedule - Public Domain	50	Plant Schedule - Public Domain
51	Plant Schedule - Public Domain	52	Plant Schedule - Public Domain
53	Plant Schedule - Public Domain	54	Plant Schedule - Public Domain
55	Plant Schedule - Public Domain	56	Plant Schedule - Public Domain
57	Plant Schedule - Public Domain	58	Plant Schedule - Public Domain
59	Plant Schedule - Public Domain	60	Plant Schedule - Public Domain
61	Plant Schedule - Public Domain	62	Plant Schedule - Public Domain
63	Plant Schedule - Public Domain	64	Plant Schedule - Public Domain
65	Plant Schedule - Public Domain	66	Plant Schedule - Public Domain
67	Plant Schedule - Public Domain	68	Plant Schedule - Public Domain
69	Plant Schedule - Public Domain	70	Plant Schedule - Public Domain
71	Plant Schedule - Public Domain	72	Plant Schedule - Public Domain
73	Plant Schedule - Public Domain	74	Plant Schedule - Public Domain
75	Plant Schedule - Public Domain	76	Plant Schedule - Public Domain
77	Plant Schedule - Public Domain	78	Plant Schedule - Public Domain
79	Plant Schedule - Public Domain	80	Plant Schedule - Public Domain
81	Plant Schedule - Public Domain	82	Plant Schedule - Public Domain
83	Plant Schedule - Public Domain	84	Plant Schedule - Public Domain
85	Plant Schedule - Public Domain	86	Plant Schedule - Public Domain
87	Plant Schedule - Public Domain	88	Plant Schedule - Public Domain
89	Plant Schedule - Public Domain	90	Plant Schedule - Public Domain
91	Plant Schedule - Public Domain	92	Plant Schedule - Public Domain
93	Plant Schedule - Public Domain	94	Plant Schedule - Public Domain
95	Plant Schedule - Public Domain	96	Plant Schedule - Public Domain
97	Plant Schedule - Public Domain	98	Plant Schedule - Public Domain
99	Plant Schedule - Public Domain	100	Plant Schedule - Public Domain



96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited



96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited



ATTACHMENT 2 - VPA 96 RICKARD ROAD 18 03 2025
3450-3323-0645, v. 1

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

© 2021 Stevens Holdings Pty Ltd. All rights reserved. This document is the property of Stevens Holdings Pty Ltd. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Stevens Holdings Pty Ltd. The information contained herein is confidential and proprietary to Stevens Holdings Pty Ltd. and is not to be disclosed to any third party without the prior written permission of Stevens Holdings Pty Ltd. The information contained herein is confidential and proprietary to Stevens Holdings Pty Ltd. and is not to be disclosed to any third party without the prior written permission of Stevens Holdings Pty Ltd.

E	Per Comment	C/S	NM	06.10.2023
D	Per Comment	C/S	NM	26.09.2023
C	CMT Coordination	JW	NM	24.06.2023
B	Subdivision Works Certificate	JW	NM	22.06.2023
A	Subdivision Works Certificate	C/S	NM	16.06.2023
Issue	Revision Description	Drawn	Check	Date

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

NOTES

1. This plan was prepared in accordance with the requirements of the Environmental Planning and Assessment Act 1979 and the Environmental Planning and Assessment Regulation 2007.

2. The plan is a preliminary design and is subject to change without notice.

3. The plan is not to be used for any purpose other than that for which it was prepared.

4. The plan is not to be used for any purpose other than that for which it was prepared.

DATE 18/03/2025

TIME 10:00 AM

BY [Signature]

FOR [Signature]

PROJECT Proposed Service Station - SWC
90 Ingleburn Road Leppington

SITE IMAGE

Subdivisions Works Certificate

Public Domain Details

Client Stevens Group

Project Proposed Service Station - SWC
90 Ingleburn Road Leppington

Site Image

Subdivisions Works Certificate

Public Domain Details

Client Stevens Group

Project Proposed Service Station - SWC
90 Ingleburn Road Leppington

Site Image

Subdivisions Works Certificate

Public Domain Details

01 Typical Tree Planting in Paving - Plan

Base of Council Detail 19.3.1 of Camden Council Standard Landscape Details

02 Typical Tree Planting in Paving - Section

Base of Council Detail 19.3.2 of Camden Council Standard Landscape Details

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Schedule 6: Developer Works Provisions

Deed not Construction Contract

- 1 The Parties acknowledge and agree that this Deed is not a Construction Contract between the Council and the Developer.

Developer Works before execution of Deed

- 2 This Deed does not apply to any Developer Works that occurred before the Deed was executed.

Approved persons

- 3 The Developer is to design, construct, supervise, and test the Developer Works using Approved Persons.
- 4 Where the Developer proposes to substitute or add an Approved Person, the Developer must notify the Council in writing, and provide details of the new Approved Person who is to be engaged from in relation to the Developer Works.
- 5 The Council may, in its reasonable discretion, notify the Developer that a new Approved Person notified under clause 4 is not to be engaged in relation to the Developer Works, and the Developer must promptly take such action as is necessary to ensure that the person does not continue to be engaged in relation to the Developer Works.

Developer to procure compliance

- 6 The Developer is to provide every Approved Person engaged by it in relation to the Developer Works with a copy of this Deed executed by both Parties and procure their compliance with the relevant requirements of this Deed.

Requirement for Construction Contract

- 7 The Developer must enter into a Construction Contract with its Contractor for the construction of the Developer Works before any construction work occurs.
- 8 The Developer must provide the Council with a copy of the Construction Contract upon receipt of a written request by the Council.
- 9 The Developer must obtain the approval of the Council to any change to the Contractor, which approval the Council may not unreasonably withhold.

General obligations relating to Developer Works

- 10 The Developer is to provide the Developer Works:
- 10.1 in the location or locations shown on the Developer Works Location Plan,
 - 10.2 in accordance with the Developer Works Plans and Drawings,
 - 10.3 by the Practical Completion Date, and

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

10.4 otherwise in accordance with this Deed.

11 The Developer is to provide and complete the Developer Works in a good and workmanlike manner having regard to the intended purpose of the Developer Works and in accordance with:

11.1 all applicable laws,

11.2 any Approval required by any law relating to the provision of the Developer Works, and

11.3 the lawful requirements of any Authority.

12 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

Warranties relating to Developer Works

13 The Developer warrants to the Council that:

13.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,

13.2 it accepts that, if any aspect of the Developer Works do not comply this Deed, the Council is entitled to require the Developer to cease the Developer Works and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity,

13.3 the Developer Works, when completed, are to be fit for purpose,

13.4 only Approved Persons are to be engaged in relation to the Developer Works.

14 The Developer is to procure in favour of the Council from the appropriate Approved Person engaged in relation to the Developer Works, any warranty reasonably required by the Council relating to the design, construction, supervision, inspection, testing or certification of the Developer Works.

Ownership & care of Developer Works

15 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Council gives the Developer a Transfer of Ownership Notice in relation to the Developer Works.

Work health & safety

16 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that:

16.1 the Developer engages the Contractor to construct the Developer Works, or

16.2 engages another person to be the Principal Contractor for the Developer Works,

and authorises the person to have management or control of the workplace relating to the Developer Works and to discharge the duties of a Principal Contractor under WHS Law.

17 For the purpose of the Developer's compliance with its obligations under clause 16, the Council:

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- 17.1 acknowledges that the Developer (or the Contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011* (NSW); and
- 17.2 authorises the Developer (or the Contractor, where appropriate) to exercise authority of the Council necessary to enable the Developer to discharge its obligations under clause 16.
- 18 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 16 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.
- 19 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures, including but not limited to:
 - 19.1 following published government and industry WHS guidelines,
 - 19.2 providing WHS induction training,
 - 19.3 keeping and regularly updating WHS records,
 - 19.4 preparing and maintaining an WHS management plan,
 - 19.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,
 - 19.6 providing safe work method statements for all tasks and ensuring they are complied with,
 - 19.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
 - 19.8 identifying hazards and assessing risks using due diligence,
 - 19.9 eliminating or controlling risks in line with WorkCover requirements using due diligence,
 - 19.10 reviewing risk assessments and controlling measures,
 - 19.11 providing information to employers and contractors about WHS,
 - 19.12 documenting site-specific safety procedures.
- 20 The Developer is to use its best endeavours to ensure that:
 - 20.1 the Council can audit, inspect and test the Developer Works without breaching WHS Law, and
 - 20.2 the Council can access and use the Developer Works without breaching WHS Law.
- 21 The Developer is to promptly inform the Council of any incident occurring in relation to the Developer Works where a person is injured or otherwise exposed to a risk to his or her health or safety, including, but not limited to, an incident which is required to be reported to WorkCover.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited****Accidents & dangerous occurrences**

- 22 The Developer is to notify WorkCover and the Council, as soon as it becomes aware of any serious accident or dangerous occurrence relating to the Developer Works.
- 23 Within a further 7 days, the Developer must formally notify or procure the notification of WorkCover of the accident or occurrence in accordance with the WHS Law, using any prescribed form.
- 24 The Developer must give to the Council a copy of all information and documents that have been provided to WorkCover relating to the accident or occurrence.
- 25 The Developer must also give to the Council, if requested by the Council, a written report relating to the accident or occurrence in the form specified by the Council.
- 26 The Developer must cooperate with WorkCover and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 27 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the Developer Works.

Design of Developer Works

- 28 Clauses 28 - 35 apply if and to the extent that Schedule 5 does not contain Developer Works Plans and Drawings for the Developer Works or any part.
- 29 The Developer may not commence construction of the Developer Works unless the Developer Works are designed and approved in accordance with this Deed.
- 30 Before commencing the design of the Developer Works, the Developer is to request the Council to provide the Developer with the Council's design requirements for the works.
- 31 Upon receipt of the Developer's request, the Council may:
 - 31.1 initially request the Developer to provide a written proposal concerning the design of the Developer Works, including preliminary concept designs, to assist Council in determining and notifying the Developer of its requirements, and subsequently request the Developer to submit the plans and drawings of the Developer Works to the Council for approval, or
 - 31.2 request the Developer to submit the plans and drawings of the works to the Council for approval.
- 32 The Council may reasonably require the Developer to make any change to the plans and drawings of the Developer Works that it reasonably considers necessary or desirable as a precondition to approving the plans and drawings, and the Developer is to make any such change.
- 33 The Council is to inform the Developer in writing when it approves the plans and drawings of the Developer Works.
- 34 The Parties are to ensure that the reference to the plans and drawings approved by the Council under are included in Schedule 5 without delay after that approval is given.
- 35 The Developer is not to make any application for any Approval relating to the Developer Works unless the Council approved the plans and drawings of the Developer Works under this Deed.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited****Variations to approved Developer Works & Costs**

- 36 The Developer Works may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 37 The Party seeking the variation is to make a written request to the other Party accompanied by such information and supporting documents as is reasonably necessary to enable the other Party to properly consider the request.
- 38 The Party to whom the request is made is not to unreasonably delay, or withhold its Approval to, the request.
- 39 The Party who seeks the variation of the Developer Works must meet the costs of the variation, unless the other Party otherwise agrees.

Developer's obligations before construction commencement

- 40 Not less than 10 business days before the Developer commences construction of any of the Developer Works specified in Part C of Schedule 2 of this Deed, the Developer is to give the Council written notice of its intention to do so accompanied by:
- 40.1 a copy of all approved plans and drawings for the Developer Works so specified in electronic and paper format, and
 - 40.2 a list of all Approved Persons and their contact details.
- 41 The Developer is to organise and conduct a pre-start meeting with Council personnel before starting the construction of a Developer Work specified in Part C of Schedule 2 of this Deed.

Protection of people, property & utilities

- 42 The Developer is to use all reasonable endeavours to ensure that, in providing the Developer Works:
- 42.1 all necessary measures are taken to protect people and property,
 - 42.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 42.3 nuisances and unreasonable noise and disturbances are prevented.
- 43 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 in connection with the Developer Works unless authorised in writing by the Council or any relevant Authority.

Damage to assets & property

- 44 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the Developer Works.
- 45 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.
- 46 If an audit, inspection or test of the Developer Works shows that:

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

46.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or

46.2 damage has occurred to a Council asset or the property of another person in connection with the Developer Works,

the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.

47 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under clauses 46-52, the Council may take the action required of the Developer and recover the Council's costs of so doing from the Developer.

Entry onto Land

48 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and provide the Developer Works on Other Land.

49 Upon receiving reasonable prior written notice from the Developer, the Council is to allow the Developer and the Approved Persons, to enter, occupy, and use Council owned or controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer and the Approved Persons is reasonably necessary for the Developer Works.

50 The Council is not required to allow the Developer to enter, occupy and use any Council owned land that is used for public purposes unless and until the Developer has paid any applicable fee or rent, as approved by the Council, for that purpose,

51 Upon receiving reasonable prior notice from the Council, the Developer is to provide the Council with safe and unhindered access at any reasonable time to any land on which the Developer Works are being, or have been, provided.

52 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being provided.

Audit, inspection, testing of Developer Works

53 The Council may undertake an audit, inspection or test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.

54 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Developer Works.

55 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:

55.1 take the action in the manner, and within the time, the Council reasonably requires, and

55.2 provide evidence to the Council that the action has been taken.

56 If an audit, inspection or test shows that the Developer Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- 57 If the Council reasonably decides that a further and more detailed audit, inspection or test of the Developer Works is required, the Council may determine an approved fee in that regard and the Developer is to pay to the Council the fee so approved.

Access to information & records

- 58 The Council may make a written request to the Developer:
- 58.1 to provide information to the Council concerning the Developer Works,
 - 58.2 to allow the Council to inspect the Developer's records concerning the Developer Works, including by giving the Council access to premises owned, occupied or controlled by the Developer for that purpose.
- 59 The Developer is to comply with any such request made by the Council not later than 15 business days after the Council makes the request.

Practical Completion of Developer Works

- 60 The Developer is to ensure that the whole of the Developer Works is the subject of one or more Practical Completion Notices by not later than the Practical Completion Date.
- 61 The Developer may make a written request ('**Developer's Request**') to the Council to issue a Practical Completion Notice for the Developer Works or any part of the Developer Works prior to the Practical Completion Date.
- 62 The Developer's Request is to be accompanied by the following information:
- 62.1 a Works-as-Executed Plan of the Developer's Works to which the Developer's Request relates, and
 - 62.2 all technical data relating to those Works, including but not limited to, geotechnical testing, structural certificates, CCTV footage and material certifications.
- 63 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.
- 64 As a precondition to issuing a Practical Completion Notice, the Council may direct the Developer in writing to complete, Rectify or repair any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval.
- 65 The Developer is to promptly comply with any such direction given by the Council.
- 66 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion Notice may be issued for the Developer Works the subject of the Developer's Request.
- 67 The Council is to promptly issue a Practical Completion Notice for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Deferral of Developer Works

- 68 If the Developer forms the view at any time, that it is unable to provide a Developer Work by the Practical Completion Date, then:
- 68.1 the Developer is to provide written notice to the Council to that effect;
 - 68.2 the Developer is to provide the Council with a Bank Guarantee additional to the General Security in the amount of 15% of the Development Contribution Credit (**Deferral Security**);
 - 68.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Developer Work;
 - 68.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Developer Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Developer Work; and
 - 68.5 the Practical Completion Date for completion of the Developer Work under this Deed will be taken to be the revised completion date approved by the Council under clause 68.4.
- 69 If the Developer complies with clause 68, then it will not be considered to be in breach of this Deed as a result of a failure to complete the Developer Work by the Practical Completion Date.
- 70 If the Developer Work is not completed by the revised Practical Completion Date under clause 68.4, then the Council may call on one or both of the General Security and the Deferral Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised Practical Completion Date.

Maintenance of Developer Works

- 71 The Developer is to Maintain the Developer Works during the Maintenance Period.
- 72 The Council is to permit the Developer to enter any land owned or controlled by the Council to enable the Developer to Maintain the Developer Works during the Maintenance Period.

Rectification of Defects

- 73 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 74 The Developer is to comply with a Rectification Notice according to the terms of the Rectification Notice and to the reasonable satisfaction of the Council.
- 75 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice given by the Council.

Final Completion of Developer Works

- 76 The Developer is to ensure that the whole of the Developer Works is the subject of one or more End DLP and Maintenance Notices at the end of Defects Liability Period.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- 77 The Developer may make a written request ('Developer's Request') to the Council to issue an End DLP and Maintenance Notice for the Developer Works or any part of the Developer Works not earlier than 1 month prior to the end of Defects Liability Period.
- 78 The Developer's Request is to be accompanied by a full Works-As-Executed-Plan for the Developer Works for which the End DLP and Maintenance Notice is sought in a format agreed to by the Council.
- 79 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.
- 80 As a precondition to issuing an End DLP and Maintenance Notice, the Council may direct the Developer in writing to complete, Rectify, repair or Maintain any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval.
- 81 The Developer is to promptly comply with any such direction given by the Council.
- 82 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that an End DLP and Maintenance Notice may be issued for the Developer Works the subject of the Developer's Request.
- 83 The Council is to promptly issue an End DLP and Maintenance Notice for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

Copyright in Works-As-Executed Plan

- 84 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 85 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council. In both dwg and pdf formats

Transfer of Ownership of Developer Works

- 86 At any time after the Council issues a Practical Completion Notice . for Developer Works to the Developer and the Dedication Land has been dedicated to the Council, the Council may issue a Transfer of Ownership Notice to the Developer for those Developer Works.
- 87 The Developer Works the subject of a Transfer of Ownership Notice vest in the Council on the vesting date stated in the Transfer of Ownership Notice.

Easements, covenants, etc.

- 87.1 The Developer must create, or procure the creation of, any easement or covenant or any other instrument benefitting the Council that is reasonably required by the Council in relation to the Developer Works.

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- 87.2 The Developer is to ensure that any such easement, covenant or other instrument is registered on the title to the relevant land before the vesting date specified in a Transfer of Ownership Notice for such Works.
- 87.3 The Costs required to be incurred by the Developer in doing so include, unless otherwise agreed in writing between the Parties, the payment of compensation to any person.

Removal of structures & Equipment

- 88 When providing the Developer Works on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 88.1 remove from the land any structure not comprising or required in connection with the completed Developer Works and make good any damage or disturbance to the land as a result of that removal,
- 88.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and
- 88.3 leave the land in a neat and tidy state, clean and free of rubbish.
-

**96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited**

Execution

Executed as a Deed

Dated:

*[Drafting Note. Delete execution clauses below not required.]

Executed by the COUNCIL pursuant to a resolution passed at a duly convened meeting held on [Drafting Note. Insert Date]:

Mayor

General Manager

Executed by the COUNCIL:

General Manager

Witness

Name

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Executed by the COUNCIL by its attorney, [Drafting Note. Insert Name], pursuant to Power of Attorney Registered Book [Drafting Note. Insert number] No. [Drafting Note. Insert number]:

Attorney

Witness

Name

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

Director

Director / Secretary

Name

Name

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Appendix: Explanatory Note

(Clause 43)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Draft Planning Agreement

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

Parties

Council

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

Developer

Stevens Holdings Pty Limited ACN 002 386 450 of Suite 6, 257-259 Central Coast Highway, Erina NSW 2250

Description of the Land to which the Draft Planning Agreement Applies

This draft planning agreement applies to Lots 1-6 in DP1291566.

Description of Proposed Development

This draft planning agreement applies to development the subject of Development Consent to DA/2021/1697, as modified from time to time involving:

- demolition of existing structures, tree removal, concept approval for a mixed use development comprising a service station, a McDonald's restaurant, a 120 place centre-based child care facility, health services facilities, office premises, business premises, a hotel and 3 food and drink premises, display of signage, construction of public roads, subdivision and associated site works, and
- first stage development consent for the service station, the McDonald's restaurant, the 120 place centre-based child care facility, 1 food and drink premises, display of signage, construction of public roads, subdivision and associated site works.

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

Description of Development Contributions

The Developer is required to pay monetary contributions, or a combination of monetary contributions and land dedication under condition 6.0(26) of the Development Consent.

The Developer intends to enter into this Deed:

- in connection with the Modification Application which, amongst other things reduces the amount of s7.11 contributions to be paid under condition 6.0(26) of the Development Consent,
- to dedicate land with an area of 1,433sqm for trunk drainage works as shown in the Dedication Land Plan,
- to carry out trunk drainage works comprising underground culverts and landscaping as shown in the Developer Works Plans & Drawings in satisfaction of the monetary contributions required to be paid under condition 6.0(26) of the Development Consent, as modified, and
- in addition to the above, to pay monetary contributions to the Council under this Deed to be applied towards the purpose of open space.

The land for trunk drainage works is to be dedicated within 10 business days after the commencement of this Deed.

The monetary contributions for open space are to be paid, within 5 business days of the commencement of this Deed and in any event prior to the issuing of any further Part 6 certificates for the Development.

The trunk drainage works are to be completed prior to the issuing of the first Occupation Certificate for the Development.

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

Objectives, nature and effect of Draft Planning Agreement

The draft planning agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions are made by the Developer for various public purposes (as defined in s7.4(3) of the Act).

The draft planning agreement also operates as an agreement under which the Developer dedicates the Dedication Land required to be dedicated under condition 6.0(26) of the Development Consent, and carries out drainage work in lieu of payment of s7.11 contributions as allowed under s7.11(5)(b) of the Act.

The objective of the draft planning agreement is to require the carrying out of work and dedication of land for drainage facilities, being items identified in the Camden Growth Areas Contributions Plan. The Draft Planning Agreement also requires the payment of monetary contributions for open space purposes.

The draft planning agreement:

- relates to the carrying out by the Developer of development on the Land,

96 Rickard Road Planning Agreement**Camden Council****Stevens Holdings Pty Limited**

- does not exclude the application of s7.11 and s7.12 of the Act to the Development, as development consent has already been granted for the Development,
 - does not exclude the application of Division 7.1, Subdivision 4 of the Act to the Development,
 - requires the carrying out of work and dedication of land for drainage purposes,
 - requires the payment of monetary contributions for open space purposes,
 - is to be registered on the title to the Land,
 - provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
 - provides that the agreement is governed by the law of New South Wales, and
 - provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

Assessment of the Merits of the Draft Planning Agreement**The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement requires the carrying out of work and dedication of land for drainage facilities. These development contributions are listed in the Camden Growth Areas Contributions Plan and will improve the drainage facilities that will serve the wider community.

The monetary contributions required to be paid will be applied towards open space facilities which will also serve the wider community.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates the provision of public infrastructure and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3 (a), (b), and (j) of the Act.

The Draft Planning Agreement also promotes a number of elements of the principles for local government in Chapter 3 of the *Local Government Act 1993* (NSW).

The Draft Planning Agreement which requires the Developer to dedicate land for drainage and which is required to be publicly notified promotes the following principles:

96 Rickard Road Planning Agreement
Camden Council
Stevens Holdings Pty Limited

- the management of lands and other assets so that current and future local community needs can be met in an affordable way,
- working with others to secure appropriate services for local community needs, and
- actively engaging with their local communities, through the use of the integrated planning and reporting framework and other measures.

Assessment of the positive or negative impact of the Draft Planning Agreement on the public or relevant section of the public

The draft planning agreement which requires the Developer to provide land and works that are earmarked for drainage facilities in the Council's contributions plan ensures that those works and land are provided for the benefit to the public that will use those facilities, at an earlier time than if Council acquired and carried out the works itself.

The monetary contributions to be applied towards open space is over and above the amount of \$7.11 monetary contributions that the Developer is required to provide under the Development Consent and on that basis provides an additional benefit to the public in the Council's area.

Whether the Draft Planning Agreement Conforms with the Planning Authority's Capital Works Program

Yes. The draft Planning Agreement conforms with the Council's Capital Works Program.

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

Yes, the draft planning agreement specifies that the monetary contributions for open space are to be paid prior to the issuing of any further Part 6 certificates after the commencement of this Deed, and the Developer Works are to be completed, prior to the issuing of the first Occupation Certificate for the Development.



PAYMENT OF EXPENSES ~~&~~ AND PROVISION OF FACILITIES TO THE MAYOR ~~&~~ AND COUNCILLORS POLICY P3.0111.45

www.camden.nsw.gov.au

Camden CouncilPayment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~
Councillors Policy**PAYMENT OF EXPENSES ~~& AND~~ PROVISION
OF FACILITIES TO THE MAYOR ~~& AND~~
COUNCILLORS POLICY****DIRECTORATE:** Customer and Corporate Strategy**BRANCH:** Legal and Governance**CATEGORY:** 1**Contents**

POLICY SUMMARY	3
PART A – INTRODUCTION	5
1. Introduction	5
2. Policy Objectives	5
3. Principles	6
4. Private or political benefit	6
PART B – EXPENSES	7
5. General expenses	7
6. Specific expenses	7
6.1 General travel arrangements and expenses	7
6.2 Interstate, overseas and long distance intrastate travel expenses	8
6.3 Travel expenses not paid by Council	9
6.4 Accommodation and meals	9
6.5 Refreshments for Council-related meetings	10
6.6 Professional development	10
6.7 Conferences and seminars	11
6.8 Information and communications technology (ICT) expenses	12
6.9 Special requirement and carer expenses	13
6.10 Home office expenses	14
6.11 Spouse and Partner Expenses	14

Camden Council

Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~
Councillors Policy

7. Insurances.....	14
8. Legal assistance	15
PART C – FACILITIES	16
9. General facilities for all councillors	16
9.1 Facilities	16
9.2 Stationery	16
9.3 Administrative support.....	16
9.4 Clothing	17
10. Additional facilities for the mayor	17
PART D – PROCESSES	18
11. Approval, payment and reimbursement arrangements.....	18
11.1 Approvals	18
11.2 Direct payment.....	18
11.3 Reimbursement.....	19
11.4 Advance payment.....	19
11.5 Notification	19
11.6 Reimbursement to Council	20
12. Disputes.....	20
13. Return or retention of facilities	20
14. Reporting.....	21
15. Auditing	21
16. Breaches.....	21
17. Related Materials.....	21
17.1 Related Legislation	21
17.2 Related Policies, Procedures and Other Guidance Material	21
DEFINITIONS	24
ANNEXURE A – COUNCILLOR TRAVEL & /AND/OR EXPENSE CLAIM FORM	25

Camden Council**Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy****POLICY SUMMARY**

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to Councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align Councillor expenses and facilities with community expectations. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2021* (the Regulation), and complies with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out the maximum amounts Council will pay for specific expenses and facilities. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

The main expenses and facilities are summarised in the table below. All monetary amounts are exclusive of GST unless otherwise indicated.

Monetary limits

Expense or facility	Maximum amount	Frequency	Policy clause
General travel expenses	\$1,000 per Councillor \$3,000 for the Mayor	Per year	6.1
Interstate, overseas and long distance intrastate travel expenses	\$1,500 per Councillor Council resolution required to approve travel	Per year	6.2
Accommodation and meals	As per the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, adjusted annually	Per meal/night	6.4
Professional development	Expenses for professional development are allocated within the annual budget	Per year	6.6
Conferences and seminars	\$5,000 per Councillor \$7,500 for the Mayor	Per year	6.7
Information and communications technology (ICT) expenses	The Mayor and Councillors are provided with the below options: <ul style="list-style-type: none"> A tablet (Apple iPad) computer device and accessories up to \$1,800 or 	Per term	6.8

Camden Council

Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

Expense or facility	Maximum amount	Frequency	Policy clause
	<ul style="list-style-type: none"> Computer device laptop (if requested) up to \$2,000 Mobile phone (Apple iPhone) and accessories up to \$1,800 Multi function printer up to \$600 Mobile computer device data charges up to \$50 (incl GST) incurred in Australia only (subject to clause 6.8.1). Mobile phone up to \$200 (incl GST) call and data charges incurred in Australia only (subject to clause 6.8.1). Software licensing costs up to \$5700 	<p>Per month</p> <p>Per year</p>	
Carer expenses	Up to \$34.55 per hour per Councillor	Per year Not relevant	6.9
Home office expenses, facilities and stationery	\$500 per Councillor	Per year	6.10 & 9.2
Access to facilities in a Councillor common room	Provided to all Councillors	Not relevant	9.1
Clothing	Expenses for clothing are allocated within the annual budget	Per year	9.4
Council vehicle and fuel card	Not relevant Provided to the Mayor	Not relevant	10-11 10.2
Reserved parking space at Council offices	Provided to the Mayor	Not relevant	10.1
Furnished office	Provided to the Mayor	Not relevant	10.1
Number of staff supporting Mayor and Councillors	In addition to the support provided to Councillors, secretarial support is provided to the Mayor	Not relevant	9.3

Additional costs incurred by a Councillor in excess of these limits are considered a personal expense that is the responsibility of the Councillor.

Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

Camden Council**Payment of Expenses &-and Provision of Facilities to the Mayor &-and Councillors Policy**

Detailed reports on the provision of expenses and facilities to Councillors will be publicly tabled at a council meeting every six months and published in full on Council's website.

These reports will include expenditure summarised by individual Councillor and as a total for all Councillors.

PART A – INTRODUCTION**1. Introduction**

- 1.1 The purpose of this policy is to:
 - Ensure that there is accountability and transparency in the reimbursement of expenses incurred, or to be incurred, by Councillors; and
 - Clearly state the facilities and support that are available to Councillors to assist them in fulfilling their civic duties.
- 1.2 Expenses and facilities provided by this policy are in addition to fees paid to Councillors. The minimum and maximum fees a council may pay each Councillor are set by the Local Government Remuneration Tribunal as per section 241 of the *Local Government Act 1993* and reviewed annually.
- 1.3 The community is entitled to know the extent of expenses paid to Councillors, as well as the facilities provided.
- 1.4 Council staff are empowered to question or refuse a request for payment from a Councillor when it does not accord with this policy.
- 1.5 Within the first 12 months of each term of Council, this policy must be adopted, even if the proposed changes are considered 'not substantial'. The initial adoption of this policy must be subject to public notification and allow at least 28 days for public submissions.
- 1.6 At any time, other than the required adoption of this policy within the first 12 months of each term of Council, if the proposed amendment is not substantial then Council is not required to provide public notice. The term 'not substantial' should be taken to mean minor changes to the wording of the policy, or changes to monetary provisions or rates that are less than five per cent. It also means minor changes to the standard of the provision of equipment and facilities. Any new category of expenses, facilities and equipment included in the policy will require public notice.

2. Policy Objectives

- 2.1 The objectives of this policy are to:
 - enable the reasonable and appropriate reimbursement of expenses incurred by Councillors while undertaking their civic duties;

Camden Council Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy

- enable facilities of a reasonable and appropriate standard to be provided to Councillors to support them in undertaking their civic duties;
- ensure accountability and transparency in reimbursement of expenses and provision of facilities to Councillors;
- ensure facilities and expenses provided to Councillors meet community expectations;
- support a diversity of representation; and
- fulfil Council's statutory responsibilities.

3. Principles

3.1 Council commits to the following principles:

- **Proper conduct:** Councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions;
- **Reasonable expenses:** providing for Councillors to be reimbursed for expenses reasonably incurred as part of their role as Councillor;
- **Participation and access:** enabling people from diverse backgrounds, underrepresented groups, those in carer roles and those with special needs to serve as a Councillor;
- **Equity:** there must be equitable access to expenses and facilities for all Councillors;
- **Appropriate use of resources:** providing clear direction on the appropriate use of Council resources in accordance with legal requirements and community expectations; and
- **Accountability and transparency:** clearly stating and reporting on the expenses and facilities provided to Councillors.

4. Private or political benefit

- 4.1 Council will provide facilities, equipment and services that are appropriate to support the Mayor and Councillors in undertaking their role as elected members.
- 4.2 Councillors will not obtain private benefit from the reimbursement of expenses, provision of equipment and facilities, nor from travel bonuses or any other loyalty schemes.
- 4.3 It is acknowledged that incidental use of council equipment and facilities may occur from time to time. Such incidental private use is not subject to compensatory payment.
- 4.4 Where more substantial private use occurs, Councillors will be expected to make a payment to cover the level of private use. This payment will be made on a full cost recovery basis.
- 4.5 Councillors must be scrupulous in their use of Council property, including intellectual property, official services and facilities and should not permit misuse by any other person or body.

Camden Council**Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy**

- 4.6 Councillors should avoid any action or situation, which could create the appearance that Council property, official services or public facilities are being improperly used for their benefit or the benefit of any other person or body.
- 4.7 Councillors must not convert any property of Council to their own use unless properly authorised.
- 4.8 Council facilities, equipment and services are not to be used to produce election material or for any other political purposes. Councillors should not generally obtain private benefit from the provision of equipment or facilities, nor from any travel bonus or other such loyalty scheme.
- 4.9 The interests of a Councillor in their re-election is considered to be a personal interest and as such the reimbursement of travel expenses incurred on election matters is not appropriate. Council letterhead, council crests and other information that could give the impression it is official council material must not be used for these purposes.

PART B – EXPENSES**5. General expenses**

- 5.1 Council is committed to ensuring that Councillors are reimbursed for expenses reasonably incurred in their role of Councillor so that they are not financially or otherwise disadvantaged in undertaking their civic duties.
- 5.2 To ensure consistency and transparency all expenses and costs claimed must be done so in accordance with the requirements of this policy.
- 5.3 For the purpose of clarity, it is noted that Councillor-related business refers to functions and duties that Councillors are required to undertake to fulfill their legislated role and responsibilities for Council that should result in a direct benefit for Council and/or the local government area.
- 5.4 Expenses not explicitly addressed in this policy will not be paid or reimbursed.

6. Specific expenses

- 6.1 General travel arrangements and expenses
 - 6.1.1 All travel by Councillors should utilise the most direct route and the most practicable and economical mode of transport subject to any personal medical conditions.
 - 6.1.2 Councillors may be reimbursed at a maximum amount in accordance with the monetary limits table within this policy for travel expenses incurred relating to Council business and/or representing Council at civic events, ceremonial functions and Council related meetings. Reimbursement may include:

Camden Council Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy

- public transport fares
- the use of a private vehicle or hire car
- parking fees
- road tolls
- taxis
- documented ride-share programs, such as Uber, where tax invoices can be issued.

6.1.3 Councillors using private vehicles will be paid the mileage allowance at the then-current rate set by the appropriate Local Government State Award, but subject to any such payment not exceeding economy class air fares to and from the particular destination. The mode and method of transportation to be used shall be agreed with the Mayor (or Deputy Mayor in case of a claim by the Mayor) and the General Manager prior to the travel taking place, and where possible Councillors should attempt to travel with other representatives from Council in order to minimise costs.

6.1.4 For the purposes of clarification in this policy, the ACT is taken to be included as part of NSW due to the proximity and ease of travel.

6.2 Interstate, overseas and long distance intrastate travel expenses

6.2.1 Full Council resolution approval is required prior to any interstate or overseas travel being undertaken by Councillors (but is not required for long distance intrastate travel or travel to ACT which may be authorised by the Mayor and General Manager). The report to Council should include all details of the travel, including itinerary, expected costs and expected benefits. Travel will be approved on an individual trip basis.

6.2.2 Council will not undertake any overseas travel unless a direct and tangible benefit for Council and the local community can be established.

6.2.3 Total interstate, overseas and long distance intrastate travel expenses for all Councillors will be capped at a maximum amount in accordance with the monetary limits table within this policy. This amount will be set aside in Council's annual budget.

6.2.4 Before a proposal for overseas travel is approved, a detailed proposal, including nomination of the Councillor(s) undertaking the trip, purpose of the trip, expected benefits, duration, itinerary and detailed costs, will be furnished to Council as part of the Council Business Paper.

6.2.5 After returning from overseas, Councillors or an accompanying member of staff will provide a detailed report to a meeting of Council on the aspects of the trip relevant to council business and/or the local community.

Camden Council**Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy**

- 6.2.6 Councillors wishing to extend their stay in a destination they have visited for Council purposes, or to travel to an alternative location, will require the prior approval of the Mayor (or the Deputy Mayor in the case of a claim by the Mayor) and the General Manager. In such instances Councillors should recognise that Council's responsibility for their travel ends when the business activity ends and not when they return home. Any additional costs incurred following the completion of the business activity, including accommodation, are not considered to be reimbursable expenses.
- 6.2.7 Bookings for approved air travel are to be made through the General Manager's office.
- 6.2.8 For interstate and long distance intrastate journeys by air of less than three hours, the class of air travel is to be economy class.
- 6.2.9 For journeys by air of more than three hours, the class of air travel may be premium economy.
- 6.2.10 For international travel, the class of air travel is to be premium economy if available. Otherwise, the class of travel is to be economy.
- 6.2.11 For air travel that is reimbursed as Council business, Councillors will not accrue points from the airline's frequent flyer program. This is considered a private benefit.
- 6.3 Travel expenses not paid by Council
- 6.3.1 Under this policy, Councillors are personally responsible for all administrative charges for road toll accounts and traffic or parking fines incurred while travelling in private or Council vehicles on Council business.
- 6.4 Accommodation and meals
- 6.4.1 Council will reimburse costs for accommodation and meals while Councillors are undertaking prior approved travel or professional development outside metropolitan Sydney in accordance with clause 6.4.3.
- 6.4.2 In the rare occasion that accommodation is required as part of a civic event, ceremonial function or other Council related meeting, accommodation costs will be reimbursed in accordance with clause 6.4.3.
- 6.4.3 The daily limits for accommodation and meal expenses within Australia are to be consistent with those set out in Part B Monetary Rates of the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as adjusted annually.

Camden Council Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

6.4.4 The Mayor and General Manager may authorise reimbursement of costs above the daily limits for accommodation and meal expenses within Australia in exceptional circumstances.

6.4.5 The daily limits for accommodation and meal expenses outside Australia are to be determined in advance by council resolution, being mindful of Clause 6.4.3.

6.4.6 Councillors will not be reimbursed for alcoholic beverages.

6.5 Refreshments for Council-related meetings

6.5.1 Appropriate refreshments will be available for Council meetings, Council Committee meetings, Councillor briefings, approved meetings and engagements, and official Council functions as approved by the General Manager.

6.6 Professional development

6.6.1 Council will set aside an amount in the annual budget for 'Councillor Professional Development' expenses to facilitate professional development of Councillors through programs, training, education courses and membership of professional bodies.

6.6.2 In the first year of a new council term, Council will provide a comprehensive induction program for all Councillors which considers any guidelines issued by the Office of Local Government (OLG). The cost of the induction program will be in addition to the ongoing professional development funding.

6.6.3 Annual membership of professional bodies will only be covered where the membership is relevant to the exercise of the Councillor's civic duties, the Councillor actively participates in the body and the cost of membership is likely to be fully offset by savings from attending events as a member.

6.6.4 Approval for professional development activities is subject to a prior written request to the General Manager outlining the:

- details of the proposed professional development;
- relevance to Council priorities and business; and
- relevance to the exercise of the Councillor's civic duties.

6.6.5 In assessing a Councillor request for a professional development activity, the General Manager must consider the factors set out in clause 6.6.4, as well as the cost of the professional development in relation to the Councillor's remaining budget.

Camden Council**Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy****6.7 Conferences and seminars**

6.7.1 Councillors are encouraged to attend conferences as a formal representative of Council as part of discharging their functions of civic office.

6.7.2 Council will set aside funds, in accordance with the monetary limits table within this policy, annually in its budget to facilitate Councillor attendance at conferences and seminars.

6.7.3 Each Councillor is entitled to attend the following conferences, the costs of which are not included in each Councillor's conference and seminar allocation:

- [Australian Local Government Women's Association NSW Annual Conference](#);
- Local Government NSW Annual Conference;
- National General Assembly (Australian Local Government Association); and
- Urban Development Institute of Australia NSW ~~National~~ **GongressState Conference**.

6.7.4 Approval to attend a conference or seminar that is not listed in clause 6.7.3 is subject to approval by a Council resolution. The Council report must consider factors including the:

- relevance of the topics and presenters to current Council priorities and business and the exercise of the Councillor's civic duties
- cost of the conference or seminar in relation to the total remaining budget.

6.7.5 Prior to Council considering a report prepared in accordance with clause 6.7.4, a Councillor must submit a written request to the General Manager outlining the:

- details of the conference or seminar;
- relevance to Council priorities and business; and
- relevance to the exercise of the Councillor's civic duties.

6.7.6 In assessing a Councillor request to attend a conference or seminar not listed in clause 6.7.3, the General Manager must consider the factors set out in clause 6.7.5, as well as the cost of the conference or seminar in relation to the Councillor's remaining budget. The Councillor request to attend a conference or seminar will only be reported to Council for consideration if the General Manager has decided that it is suitable having regard to this criteria, and the necessary funds are available in accordance with the monetary limits table within this policy.

Camden Council Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

6.7.7 Council will meet the reasonable cost of registration fees, transportation and accommodation associated with attendance at conferences ~~approved by the General Manager that Councillors are entitled to attend under clause 6.7.3.~~ Council will also meet the reasonable cost of meals when they are not included in the conference fees.

6.7.8 Accommodation and meals not included in the ~~conference~~ fees ~~for conferences that are approved by the General Manager and Council~~ will be met by Council subject to clause 6.4.3.

6.7.9 If required, travel costs associated with conferences, will be met by Council subject to clause 6.1.

~~6.7.10 The payment of expenses by Council for the purpose of clause 6.7 takes effect from 1 July 2022.~~

6.8 Information and communications technology (ICT) expenses

6.8.1 Council will provide ICT devices (as detailed below) for use in order to carry out each Councillor's civic functions and responsibilities. Call charges and data usage costs ~~(excluding international roaming, unless previously authorised by the Mayor and General Manager)~~ incurred for Council related business will be processed up to the monetary limits within this policy, subject to increases in the Consumer Price Index (CPI) (Sydney All Groups) figures for the full year to 30 June.

6.8.2 Council will provide and manage the following ICT devices to Councillors, if requested, subject to the monetary limits table within this policy, subject to increases in the Consumer Price Index (CPI) (Sydney All Groups) figures for the full year to 30 June:

- (a) mobile phone and accessories
- (b) tablet ~~computer device~~ and accessories ~~or~~
- (c) ~~computer laptop device and accessories (eg laptop — if requested)~~
- (cd) a printer/fax multi-function machine.

Council will also provide necessary ongoing maintenance, to ensure all Council issued ICT devices are secure, operational, and provide printer cartridges and consumables as needed.

6.8.3 Council provides Councillors the use of ICT devices for Council related business (as per Council's 'Acceptable Use Policy' ~~and 'Cyber Security Policy'~~).

6.8.4 ~~Council will provide regular statements to each Councillor indicating the call and data usage of the ICT devices provided to them. Councillors must identify any private use of ICT devices, as reasonably required by Council.~~

Camden CouncilPayment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

6.8.5 ~~If a Councillor decides to use their own personal ICT devices for Council related business, Council will reimburse an amount in accordance with the monetary limits table within this policy for Council related business call costs and data usage costs. Charges associated with private use, and charges in excess of the monetary limits within this policy, must be met by the Councillor. Councillors who use their own personal ICT devices for Council related business are required to keep their devices up to date for security patches and must~~ advise Council's Digital Technology and Innovation (DTI) branch as soon as possible if a device is lost or stolen. This will enable effective control over loss of Council data such as emails or applications.

6.8.6 ~~Councillors must complete a 'Councillor Travel and/or Expense Claim Form' for each billing period in relation to telecommunication charges associated with Council related business. All claims for reimbursement for call and data usage costs must be made within three months of the date of the provider's invoice. Any amounts exceeding the limit must be approved for payment by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.~~

6.9 Special requirement and carer expenses

6.9.1 Council encourages wide participation and interest in civic office. It will seek to ensure Council premises and associated facilities are accessible, including provision for sight or hearing impaired Councillors and those with other disabilities.

6.9.2 Transportation provisions outlined in this policy will also assist Councillors who may be unable to drive a vehicle.

6.9.3 In addition to the provisions above, the General Manager may authorise the provision of reasonable additional facilities and expenses in order to allow a Councillor with a disability to perform their civic duties.

6.9.4 Councillors will be reimbursed for the reasonable cost of care arrangements including child care expenses and the care of immediate family members who are elderly, disabled and/or sick in order to allow Councillors to attend Council and other official meetings/functions or to attend to their responsibilities and duties as a Councillor. Carer costs will be paid to cover the period 30 minutes prior to the scheduled commencement time of the meeting/function and one hour after the conclusion of the meeting/function. Carer costs will also be paid where a daily session rate applies to care arrangements (for example, long day care).

Camden Council Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy

6.9.5 The rate of reimbursement for care will be up to the amount in accordance with the monetary limits table within this policy, or as varied by Council from time to time, payable on the provision of receipts or a declaration by the Councillor for such payments ('Councillor Travel and/or Expense Claim Form'), within three months of the period being claimed. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of care and other related expenses.

6.10 Home office expenses

6.10.1 Each Councillor may be reimbursed, in accordance with the monetary limits table within this policy, per year for costs associated with the maintenance of a home office, such as minor items of consumable stationery and printer ink cartridges.

6.11 Spouse and Partner Expenses

6.11.1 Where a Councillor is accompanied to a civic event, ceremonial function, conference or Council related meeting by a spouse/partner, costs incurred for the attendance of the spouse/partner shall be the responsibility of the Councillor. These costs relate to travel, partner's program and out of pocket expenses.

6.11.2 There may be limited instances where certain costs incurred by a Councillor on behalf of their spouse/partner are properly those of the Councillor expended in the performance of civic duties. Accordingly, Council will reimburse reasonable expenses in attending these functions and meetings. Such functions could include those which a Councillor's spouse/partner would be reasonably expected to attend such as Council civic and ceremonial receptions, Australia Day ceremonies or, on occasion, citizenship ceremonies.

6.11.3 Any further expenses incurred in relation to spouses/partners will not be reimbursed by Council. For the purposes of clarification, costs for a spouse/partner attending a conference and ancillary conference costs are not reimbursable under this policy.

6.11.4 Outside of these provisions, the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager may approve payment for the attendance of a spouse/partner as part of a Council group booking to a local charity event or similar function as may occur from time to time.

7. Insurances

7.1 Councillors will receive the benefit of insurance cover to the limit specified in Council's insurance policies for the following matters arising out of the performance of their civic duties and/or exercise of their council functions:

Camden Council**Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy**

- (a) Public Liability – public liability and professional indemnity insurances apply in relation to claims arising out of a Councillor's (alleged) negligent performance of civic duties or exercise of their functions as a Councillor, subject to any limitations or conditions set out in the policy.
- (b) Professional Indemnity – for matters arising out of a Councillor's performance of civic duties or exercise of functions provided the performance or exercise of the relevant civic duty or function is, in the opinion of Council, bona fide and/or proper.
- (c) Personal accident – coverage where personal injury occurs whilst on Council business Australia wide.

7.2 Appropriate travel insurances, if considered appropriate, will be provided for any Councillors travelling on approved interstate and overseas travel on Council business.

8. Legal assistance

8.1 Council may, by way of resolution specifying the amount involved, indemnify or reimburse the reasonable legal expenses:

- (a) of a Councillor defending an action arising from the performance in good faith of a function under the *Local Government Act 1993* or any other Act for and on behalf of Council; or
- (b) of a Councillor defending an action in defamation provided the statements complained of were made in good faith in the course of exercising a function under the *Local Government Act 1993*; or
- (c) of a Councillor for proceedings before the Local Government Pecuniary Interest Tribunal, the Independent Commission Against Corruption, Office of Ombudsman, Office of Local Government, Department of Premier and Cabinet, NSW Police Force, Director of Public Prosecutions or Council's Conduct Review Committee / Reviewer, provided, the subject of the proceedings arises from the performance in good faith by the Councillor of a function under the *Local Government Act 1993*.

8.2 If points 8.1(a), (b) or (c) have been satisfied, Council will reimburse the reasonable legal expenses only if the enquiry, investigation, hearing or proceedings taken against a Councillor results in a finding substantially favorable to the Councillor.

8.3 In addition, the amount of such reimbursement shall be reduced by the amount of any monies that may be or are recouped by the Councillor on any basis.

8.4 Legal costs will not be met for legal proceedings that do not involve a Councillor performing their role as a Councillor.

Camden Council

Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

- 8.5 Council must not meet the legal costs of legal proceedings initiated by a Councillor under any circumstance.
- 8.6 Council must not meet the legal costs of a Councillor seeking advice in respect of possible defamation or in seeking a non-litigious remedy for possible defamation.
- 8.7 No legal expenses may be incurred by a Councillor without the express resolution of Council prior to the expense being incurred.

PART C – FACILITIES

9. General facilities for all councillors

9.1 Facilities

9.1.1 Council will provide the following facilities to Councillors to assist them to effectively discharge their civic duties:

- (a) access to the ground floor meetings rooms at the Oran Park Administration Centre to assist Councillors in dealing with resident and ratepayer matters and Council business generally;
- (b) proposed dedicated Councillor Room as part of the Administration Centre extension works; and
- (c) the provision of Executive Assistants to assist and support Councillors.

9.2 Stationery

9.2.1 Council will provide the following stationery to Councillors each year in accordance with the monetary limits within this policy:

- letterhead, to be used only for correspondence associated with civic duties;
- business cards;
- ordinary postage stamps;
- Christmas or festive cards.

9.2.2 As per ~~Section clause~~ 4, stamps shall only be used to support a Councillor's civic duties. Councillor mail will only be posted using the stamps provided. Any stamps not used will not be carried over to the next year's allocation.

9.3 Administrative support

9.3.1 Council will provide administrative support to Councillors to assist them with their civic duties only. Administrative support will be provided by the Executive Assistants.

Camden Council**Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy**

9.3.2 As per ~~Section~~ clause 4, Council staff are expected to assist Councillors with civic duties only, and not assist with matters of personal or political interest, including campaigning.

9.4 Clothing

9.4.1 Councillors will each annually be issued with two business shirts or blouses and polo shirts in colours compatible with Council's corporate colours and with Council's logo. Councillors may also request additional clothing products in writing to the General Manager, with a preference for Australian made products where available.

10. Additional facilities for the mayor

10.1 In order to reflect the additional time and commitment required to carry out the responsibilities of the Mayor, in addition to the support provided to Councillors, the following is provided to the Mayor:

- (a) Mayoral Office - to assist in carrying out the Mayoral functions;
- (b) secretarial support is provided by the Executive Assistants; and
- (c) a dedicated Mayoral car-parking space in the Council car-park adjacent to the Council Offices; ~~and~~
- ~~(d) a dedicated Mayoral vehicle is currently not provided for private or Council use, however the Mayor may request the use of a Council pool vehicle or, if a Council pool vehicle is unavailable, a hire vehicle, similar to the current Council fleet vehicles, for official Council business, if a vehicle is required.~~

10.2 Council will provide to the Mayor a maintained and insured vehicle of a value below the luxury car tax threshold as determined by the Australian Taxation Office (ATO) and equivalent to the range of vehicles to which Council's senior managers and executives are entitled, with a fuel card and electronic toll tag. The vehicle will be supplied for use undertaking their civic duties, conferences and seminars, professional development and attendance at Council.

10.3 Reasonable incidental personal use of the Mayoral vehicle, as per this policy and any relevant guidance issued by the ATO, is permitted.

10.4 Any substantial personal use of the Mayoral vehicle must be declared to the General Manager. Where this occurs, the Mayoral Allowance will be reduced to cover the cost of the private travel, calculated on a per kilometre basis by the rate set by the Local Government (State) Award.

10.5 The Mayor is responsible for maintaining the vehicle in accordance with the manufacturer's schedule for servicing, at Council's cost, and for keeping the vehicle in a clean and presentable state.

Camden Council Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

~~10.2~~^{10.6} As per ~~Section clause~~ 4, staff in the Mayor's office are expected to work on official business only, and not for matters of personal or political interest, including campaigning.

PART D – PROCESSES

11. Approval, payment and reimbursement arrangements

11.1 Approvals

- 11.1.1 Various approval arrangements are indicated throughout this policy and vary from full Council resolution approval to approval by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 11.1.2 The Executive Assistants will assist Councillors with respect to seeking reimbursement of expenses incurred in their role as a Councillor, assisting with travel and accommodation arrangements, attendance at conferences and civic events, training and education, and the provision of facilities under this policy.
- 11.1.3 All claims for reimbursement must be made within three months of the date of the receipt and on the appropriate 'Councillor Travel and/or Expense Claim Form' ~~-(Annexure A)~~, together with production of relevant supporting evidence.
- 11.1.4 Any claim will be reconciled with the relevant supporting evidence and authorised as follows:
 - (a) authorised by the General Manager and Mayor (or Deputy Mayor where the claim is made by the Mayor) for spouse and partner expenses, incidental expenses, advance payments, travel, conferences, childcare and carer fees;
 - (b) authorised by two of the 'Authorised Officers' as set out in clause 11.1.5 if the particular expense category does not require approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).
- 11.1.5 The General Manager, Mayor, Director Customer & Corporate Strategy, Manager Legal & Governance, Senior Governance Officer and Executive Assistants are 'Authorised Officers' for the purpose of completing the 'Councillor Travel and/or Expense Form'.

11.2 Direct payment

- 11.2.1 Council may approve and directly pay expenses. Requests for direct payment must be submitted to the General Manager for assessment against this policy, with sufficient information and time to allow for the claim to be assessed and processed.

Camden CouncilPayment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy**11.3 Reimbursement**

- 11.3.1 Claims for reimbursement of expenses will only be made on production of receipts/tax invoices for such amounts where indicated in this policy and on completion of the appropriate 'Councillor Travel and/or Expense Claim Form', itemising the expenses. Reimbursement of general expenses will not be allowed.
- 11.3.4 Payment of expenses will not be made to support a Councillor's attendance at political fundraising functions. Participation in Council elections is also a private matter and Councillors must not use Council resources in the course of this participation.
- 11.3.5 Out of pocket expenses or incidental expenses associated with attending civic events, ceremonial functions or Council related meetings will be reimbursed on presentation of receipts and completion of a claim form as provided above.
- 11.3.6 Examples of incidental expenses include telephone or facsimile calls, taxi fares, parking fees or meals where not part of the Council related meeting or function. Councillors may claim such expenses by completing the 'Councillor Travel and/or Expenses Claim Form', available through the Councillor Hub (~~Annexure A~~), and attaching the relevant receipts. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of incidental expenses.

11.4 Advance payment

- 11.4.1 Councillors may request, through the General Manager, payment in advance in anticipation of expenses being incurred for such matters as attending civic events, ceremonial functions and Council related meetings.
- 11.4.2 On return Councillors must produce all receipts for the expenditure of those funds, with a full reconciliation to be completed and authorised by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 11.4.3 Councillors are to produce the receipts and complete the reconciliation within one month of the expenditure being incurred.

11.5 Notification

- 11.5.1 If a claim is approved, Council will make payment directly or reimburse the Councillor through accounts payable.

Camden Council Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy

11.5.2 If a claim is refused, Council will inform the Councillor in writing that the claim has been refused and the reason for the refusal.

11.6 Reimbursement to Council

11.6.1 If Council has incurred an expense on behalf of a Councillor that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:

- Council will invoice the Councillor for the expense; and
- the Councillor will reimburse Council for that expense within 14 days of the invoice date.

11.6.2 If the Councillor cannot reimburse Council within 14 days of the invoice date, they are to submit a written explanation to the General Manager. The General Manager may elect to deduct the amount from the Councillor's allowance.

12. Disputes

12.1 Should a dispute arise as to payment of a claim for reimbursement of expenses or provision of facilities, the matter should be submitted in writing by the Councillor to the General Manager, who will determine the matter in conjunction with the Mayor (or Deputy Mayor in the case of a claim by the Mayor) in accordance with the terms of this policy.

12.2 If the Councillor and the General Manager, in conjunction with the Mayor, cannot resolve the dispute, the Councillor may submit a notice of motion to a Council meeting seeking to have the dispute resolved.

13. Return or retention of facilities

13.1 On completion of the term of office, extended leave of absence or at the cessation of civic duties and where requested, Councillors are required to return all equipment and facilities issued by Council within 28 days. This includes unused consumables.

13.2 Any internet allowance provided under this policy is only applicable up until the last month of term of office held by a Councillor.

13.3 All equipment provided to Councillors contained in this policy, remain the property of Camden Council.

~~13.4 The General Manager will consider requests from Councillors to purchase equipment previously allocated to them at an agreed fair market price.~~

~~13.5 The prices for all equipment purchased by Councillors will be recorded in Council's annual report.~~

Camden Council**Payment of Expenses &-and Provision of Facilities to the Mayor &-and
Councillors Policy****14. Reporting**

- 14.1 Council will report on the provision of expenses and facilities to Councillors as required in the Act and Regulation.
- 14.2 Detailed reports on the provision of expenses and facilities to Councillors will be publicly tabled at a Council meeting every six months and published in full on Council's website. These reports will include expenditure summarised by individual Councillor and as a total for all Councillors.

15. Auditing

- 15.1 The operation of this policy, including claims made under the policy, will be included in Council's audit program and an audit undertaken at least every two years.

16. Breaches

- 16.1 Suspected breaches of this policy are to be reported to the General Manager.
- 16.2 Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct.

17. Related Materials**17.1 Related Legislation**

- *Local Government Act 1993*
- *Local Government (General) Regulation 2021*

17.2 Related Policies, Procedures and Other Guidance Material

- Code of Conduct

Camden Council

Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy

Approval and Review	
Responsible Branch	Legal and Governance
Responsible Manager	Manager Legal and Governance
Date Adopted	Executive Leadership Group / Council [delete as applicable] [DD Mm YYYY]
Version	5
EDMS Reference	17/297047
Date of Next Review	[Generally three years from last adoption]

Version Control				
Version	Date Adopted	Approved By	EDMS Ref.	Description
5.57	12/02/2007	Council	ORD25/07	
5.57	11/09/2007	Council	ORD238/07	
5.57	25/11/2008	Council	ORD302/08	
5.57	27/10/2009	Council	ORD252/09	
5.57	23/11/2010	Council	ORD262/10	
5.57	08/11/2011	Council	ORD270/11	Report (adopt policy) – 13/51099.
5.57	27/11/2012	Council	ORD296/12 13/52362	Report (exhibit policy) (23 Oct 2012) – 13/52080.
5.57	26/11/2013	Council	ORD322/13 13/56178	Report (exhibit policy) (22 Oct 2013) – 13/43837.

Camden CouncilPayment of Expenses ~~&and~~ Provision of Facilities to the Mayor ~~&and~~
Councillors Policy

1	10/02/2015	Council	ORD41/15 15/8739	Changes to value of allowances; formatting changes; updates to position titles. Report (exhibit policy #1) (28 Oct 2014) – 14/163299 Report (exhibit policy #2) (09 Dec 2014) – 14/195752.
2	24/11/2015	Council	ORD317/15 15/332843	Minor formatting and editing changes Report (exhibit policy) – (06 Oct 2015) – 15/324922 Report (adopt policy) – (09 Nov 2015) – 15/317244.
3	20/09/2017	Council	17/297047	Changes to be in line with OLG Circular 17-17 – Better Practice Template Report (exhibit policy) – (22 Aug 2017) – 17/260406 ORD182/17 – no submissions received.
4	17/08/2022	Council	17/297047	Changes to enhance alignment with OLG Circular 17-17 Better Practice Template and other minor revisions Report (exhibit policy) – (12 July 2022) – 22/266873 ORD97/22 – no submissions received.
5			17/297047	Changes to value of certain allowances and other minor revisions.

Camden Council Payment of Expenses & Provision of Facilities to the Mayor & Councillors Policy

DEFINITIONS

The following definitions apply throughout this policy.

Term	Definition
Accompanying Person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a Councillor
Appropriate Refreshments	Means food and beverages, excluding alcohol, provided by Council to support Councillors undertaking official business
Code of Conduct	Means the Code of Conduct adopted by Council
Councillor	Means a person elected or appointed to civic office as a member of the governing body of Council who is not suspended, including the Mayor
General Manager	Means the General Manager of Council and includes their delegate or authorised representative
Incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
Long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
Maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in the monetary limits table within the policy summary
Official business	Means functions that the Mayor or Councillors are required or invited to attend to fulfil their legislated role and responsibilities for Council or result in a direct benefit for Council and/or for the local government area, and includes: <ul style="list-style-type: none"> • meetings of Council and Committees of the whole • meetings of Committees facilitated by Council • civic receptions hosted or sponsored by Council • meetings, functions, workshops and other events to which attendance by a Councillor has been requested or approved by Council
Professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a Councillor or the Mayor
Year	Means the financial year, that is the 12 month period commencing on 1 July each year

Camden Council

Payment of Expenses ~~& and~~ Provision of Facilities to the Mayor ~~& and~~ Councillors Policy

ANNEXURE A – COUNCILLOR TRAVEL &/OR EXPENSE CLAIM FORM



Annexure A: Claim Form

Councillor Travel and/or Expenses
Section 252 Local Government Act 1993

Councillor:	
Month:	

Travel Expenses:

Meeting Details:	Date:	Kilometres:	Rate:*	Value:
				\$
				\$
				\$
				\$
				\$
Sub Total:				\$

*Kilometre rate (cents per kilometre) depending on vehicle capacity and current Local Government (State) Award.

Other Expenses:

Details:	Value:
	\$
	\$
	\$
	\$
	\$
Sub Total:	\$

If additional space is required, please include attachment.

TOTAL VALUE FOR REIMBURSEMENT:	\$
---------------------------------------	----

I hereby certify that this claim is in accordance with Section 252 of the *Local Government Act* and Council's 'Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy'.

Name (Councillor)	Signed (Councillor)
Date	

Camden Council

Payment of Expenses ~~&and~~ Provision of Facilities to the Mayor ~~&and~~ Councillors Policy



Annexure A: Claim Form

Councillor Travel and/or Expenses

Section 252 Local Government Act 1993

Payment of this claim will be made by Electronic Funds Transfer (EFT), through Council's normal creditor payment facility. Claimants should ensure that correct banking details are held by Council.

Signed (Mayor/Deputy Mayor)	Date
Signed (General Manager)	Date
Signed (Authorised Officer) <i>[If within limits provided by the Policy]</i>	Date
Signed (Authorised Officer) <i>[If within limits provided by the Policy]</i>	Date



70 Central Avenue
Oran Park NSW 2570



13 22 63



mail@camden.nsw.gov.au



P0 Box 183, Camden NSW 2570



www.camden.nsw.gov.au



CAMDEN COUNCIL

Nepean River Voluntary House Raising Scoping Study

Final Report

June 2024

Rev B



worley.com



Copyright Notice

This document, 'Nepean River Voluntary House Raising Scoping Study' (2024), is licensed under the Creative Commons Attribution 4.0 Licence unless otherwise indicated.

Please give attribution to: © Camden Council (2024)

We also request that you observe and retain any notices that may accompany this material as part of the attribution.

Notice Identifying Other Material and/or Rights in this Publication:

The author of this document has taken steps to both identify third-party material and secure permission for its reproduction and reuse. However, please note that where these third-party materials are not licensed under a Creative Commons licence, or similar terms of use, you should obtain permission from the rights holder to reuse their material beyond the ways you are permitted to use them under the 'fair dealing' provisions in the Copyright Act 1968. Please see the Table of References at the rear of this document for a list identifying other material and/or rights in this document.

Further Information

For further information about the copyright in this document, please contact:

Camden Council
70 Central Ave, Oran Park NSW 2570
mail@camden.nsw.gov.au
13 226 336

Disclaimer

The Creative Commons Attribution 4.0 Licence contains a Disclaimer of Warranties and Limitation of Liability.

In addition: This document (and its associated data or other collateral materials collectively referred to herein as the 'document') was produced by Worley Consulting for Camden Council only. The views expressed in the document are those of the author(s) alone, and do not necessarily represent the views of Camden Council. Reuse of this document or its associated data by anyone for any other purpose could result in error and/or loss. Professional advice should be obtained before making decisions based upon the contents of this document.

PROJECT 311015-00579: Camden Council Voluntary House Raising Scoping Study

Rev	Description	Originator	Reviewer	Worley Approver	Revision Date	Customer Approver	Approval Date
Rev A	Draft Report	LP	WH	WH	24/04/2024	NA	
Rev B	Final Report	LP	WH	CT	28/06/2024	NA	
		L Peralta	W Honour	C Thomas			

worley.com



Table of contents

1. Introduction	1
2. Data Collection and Review	2
2.1 Floor Level Survey & LiDAR Data	2
2.2 Nepean River FRMSP 2023 Data	2
3. VHR Scheme Guidelines	9
3.1 Considerations for Voluntary House Raising	9
3.2 Eligibility Criteria for Funding a New VHR Scheme	10
4. Stage 1 – Dwelling Eligibility Assessment.....	13
4.1 Assessment of Dwellings Affected in the 5% AEP Flood	13
4.1.1 Flood Function Mapping	13
4.1.2 Flood Hazard Classification.....	13
4.1.3 Dwelling Construction Date	14
4.1.4 Construction Type.....	14
4.1.5 Assessment Results	14
4.2 Assessment of Dwellings Affected in the 1% AEP Flood	15
5. Stage 2 – Benefit-Cost Assessment	18
5.1 Proposed House Raising Works	18
5.2 Reduction in Flood Damages (Benefit).....	18
5.3 House Raising Costs	20
5.4 Net Present Value (NPV) Calculation	21
5.5 Benefit-Cost Ratio	21
6. Potential Flood Impacts due to House Raising	23
7. VHR Implementation Plan.....	24
8. Community Consultation.....	25
8.1 Initial Consultation	25
8.2 Public Exhibition of Draft Scoping Study	25
9. Conclusions and Recommendations	26
10. References.....	27



Appendices

Appendix A. Stage 1 Investigations

Eligibility Assessment for Dwellings Affected in the 5% AEP Flood
CONFIDENTIAL

Appendix B. Stage 1 Investigations

Mapping of Dwellings Affected in the 5% AEP Flood
CONFIDENTIAL

Appendix C. Stage 1 Investigations

Eligibility Assessment for Dwellings Affected in the 1% AEP Flood
CONFIDENTIAL

Appendix D. Stage 1 Investigations

Mapping of Properties Affected in the 1% AEP Flood
CONFIDENTIAL

Appendix E. Stage 2 Results

Benefit-Cost Assessment for Eligible Dwellings
CONFIDENTIAL

Appendix F. Consultation Drop-in Session

Community Feedback

Appendix G. Public Exhibition

Your Voice Camden Website Information

Appendix H. Public Exhibition

Property Information Sheets
CONFIDENTIAL

List of tables

Table 1 – Considerations for Voluntary House Raising	9
Table 2 – Eligibility Criteria for Funding a New VHR Scheme	11

List of figures

Figure 1 – Dwellings Initially Considered for Voluntary House Raising as Identified in the Nepean river FRMSP (2023)	4
Figure 2 – 1% AEP Flood Hazard Mapping for the Nepean River Floodplain	5
Figure 3 – 1% AEP Flood Hazard Mapping for the Narellan Creek Floodplain	6
Figure 4 – 1% AEP Flood Function Mapping for the Nepean River Floodplain	7
Figure 5 – 1% AEP Flood Function Mapping for the Narellan Creek Floodplain	8
Figure 6 – Additional Dwellings Affected in the 1% AEP Flood Considered for Voluntary House Raising	16
Figure 7 – Final set of 19 Eligible Dwellings Assessed as Part of Stage 2 Investigations	17
Figure 8 – Updated Residential Damages Curve	19
Figure 9 – Average Annual Damage Calculation for a Sample Property	20
Figure 10 – Relationship between Benefit-Cost Ratio and House Raising Height	22



1. Introduction

The Nepean River Floodplain Risk Management Plan (FRMSP) was prepared by Camden Council in 2023. Preparation of the Plan involved the development and assessment of several structural and non-structural flood mitigation strategies for the Nepean River as it passes through the Camden Local Government Area (LGA). The strategies were ranked through a multi-criteria analysis which determined that Voluntary House Raising (VHR) had a high benefit-cost ratio (BCR) and should be prioritised.

Development of the FRMSP involved a detailed flood damages analysis based on property floor level survey and the results of flood modelling for the Nepean River and Narellan Creek. The approximate cost of house raising works was estimated and compared to the reduction in flood damages due to house raising. The FRMSP concluded that a VHR Scheme should target 108 dwellings affected in the 5% Annual Exceedance Probability (AEP) flood.

Worley Consulting was engaged by Camden Council to assess in further detail the effectiveness and BCR for raising the houses identified in the FRMSP and thereby prepare a VHR Scoping Study

This report documents the methodology and findings of the Scoping Study, including a review of the Nepean River FRMSP 2023 flood model results and assessment of the properties against the criteria outlined in the *Guidelines for the Voluntary House Raising Scheme* (NSW DPE (now DCCEEW), 2023a).

The Study was completed in the following two stages, followed by a community consultation session to inform the individual homeowners about the investigations and gauge their interest in the VHR Scheme.

- Stage 1 – Desktop assessment of the properties against the criteria outlined in the NSW DCCEEW *Guideline for Voluntary House Raising Schemes* to determine the eligibility of dwellings.
- Stage 2 – Benefit-cost assessment for house raising at each property identified by the Stage 1 investigations.

A VHR Implementation Plan was then prepared and placed on Public Exhibition as part of the draft Scoping Study.



2. Data Collection and Review

A desktop review of all available information and data was completed prior to the Stage 1 investigations, including information provided by Council and data available online.

A summary of the data is as follows.

- Historic aerial imagery available on the NSW Historical Imagery website.
- Imagery from Google Maps StreetView, which has been captured between 2020 and 2021.
- Data inputs and flood model results from the Nepean River Floodplain Risk Management Plan (2023), including:
 - Floor level survey completed by Schlencker Mapping in 2017.
 - Flood depths, hazard, levels and hydraulic categories.
 - Flood damages assessment.
 - Indicative Benefit-Cost Ratio (BCR) calculations.

2.1 Floor Level Survey & LiDAR Data

Floor level survey for properties was carried out in 2017 by Schlencker Mapping as part of the flood damages analysis completed for the Nepean River FRMSP. The survey was extensive across the floodplain and included all properties targeted in for VHR.

The Schlencker Mapping survey data was compared to the latest 1-metre resolution LiDAR data available from the online ELVIS mapping portal, which found that the Schlencker Mapping survey was more accurate than relying on the LiDAR data in combination with estimates of floor height above ground level.

Adopting the Schlencker Mapping floor levels also yielded the most consistent results with the damages analysis completed for the Nepean River FRMSP. Therefore, the floor level data included in the FRMSP was adopted for use in this study.

2.2 Nepean River FRMSP 2023 Data

A digital copy of the flood model results from the Nepean River FRMSP 2023 was compiled and reviewed in GIS to confirm they were fit-for-purpose in the assessment of VHR at individual properties. The model results of most interest were the flood hazard mapping and delineation of the Floodway.

The Nepean River FRMSP included modelling of the following design events:

- 2-year Annual Recurrence Interval (ARI) flood;
- 20% AEP flood;
- 5% AEP flood;
- 1% AEP flood;
- 1 in 200 AEP flood;
- 1 in 500 AEP flood;
- Probable Maximum Flood (PMF).



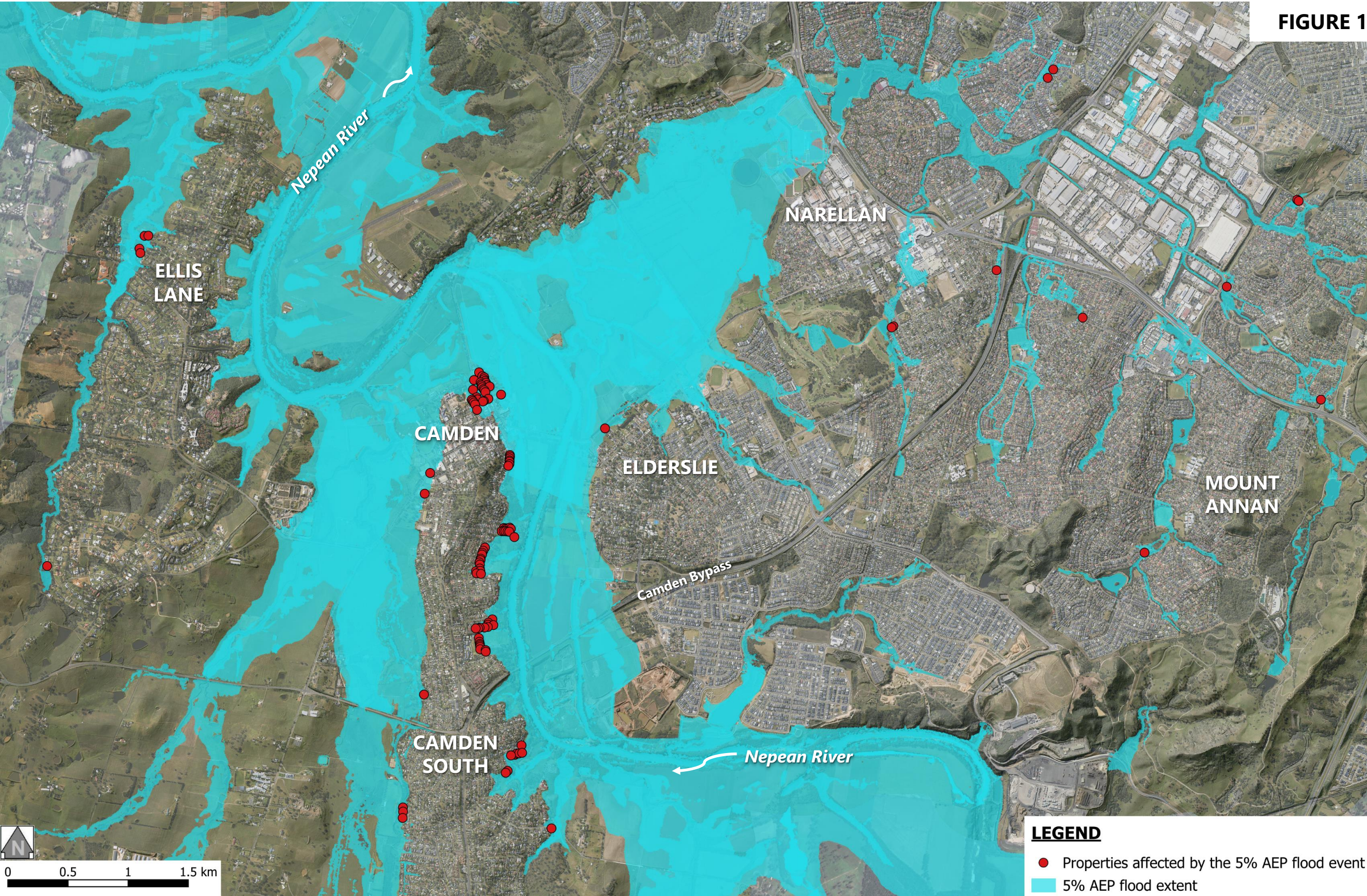
The following additional data outputs from the FRMSP were provided by Council.

- GIS and MS Excel files identifying the location and floor levels of properties affected by flooding of the Nepean River and Narellan Creek during the range of design events, which was reviewed against the flood mapping to confirm consistency.
- MS Excel files of the flood damages analysis completed for existing conditions and the proposed VHR scenario, comprising the expected depths of flooding relative to dwelling floor levels and including calculation of the Average Annual Damages (AAD). The AAD is defined as the average damage per year due to flooding that would occur over a very long period of time (NSW DCCEEW, 2023b). It accounts for the magnitude of flooding and probability of occurrence across the range of design events.
- MS Excel files of the BCR calculations completed for the range of floodplain management options tested in the FRMSP, including the VHR option.

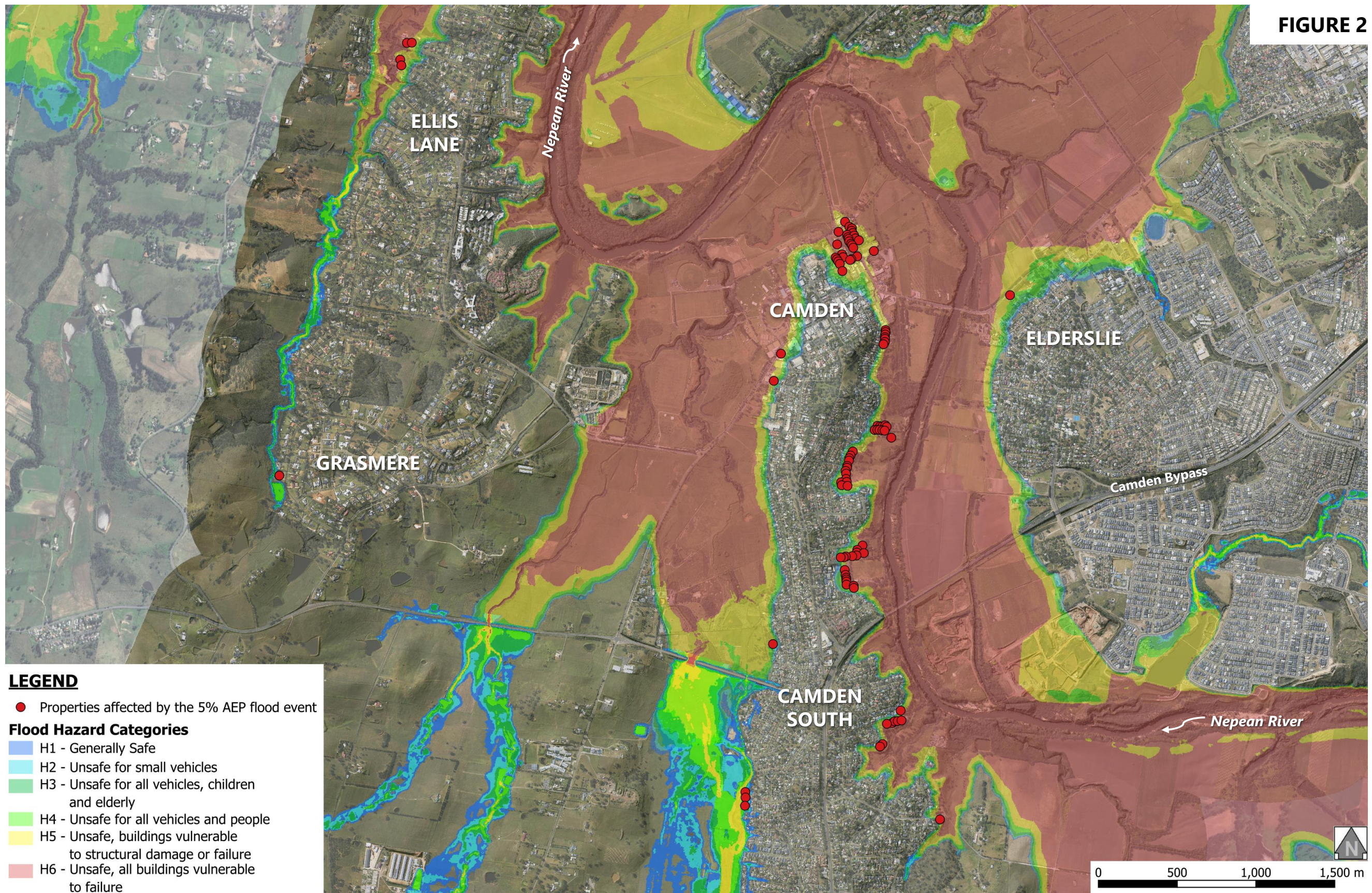
The incremental AAD between design flood events calculated as part of the FRMSP identified that mitigating flood damages in the 5% AEP event would provide the most benefit. The extent of flooding expected in the 5% AEP event is shown in **Figure 1**, along with the 108 properties identified for house raising in the FRMSP.

Flood hazard mapping for the 1% AEP flood for the Nepean River and Narellan Creek is provided in **Figure 2** and **Figure 3**. Flood function (hydraulic categories) mapping for the 1% AEP event is provided in **Figure 4** and **Figure 5**.

FIGURE 1



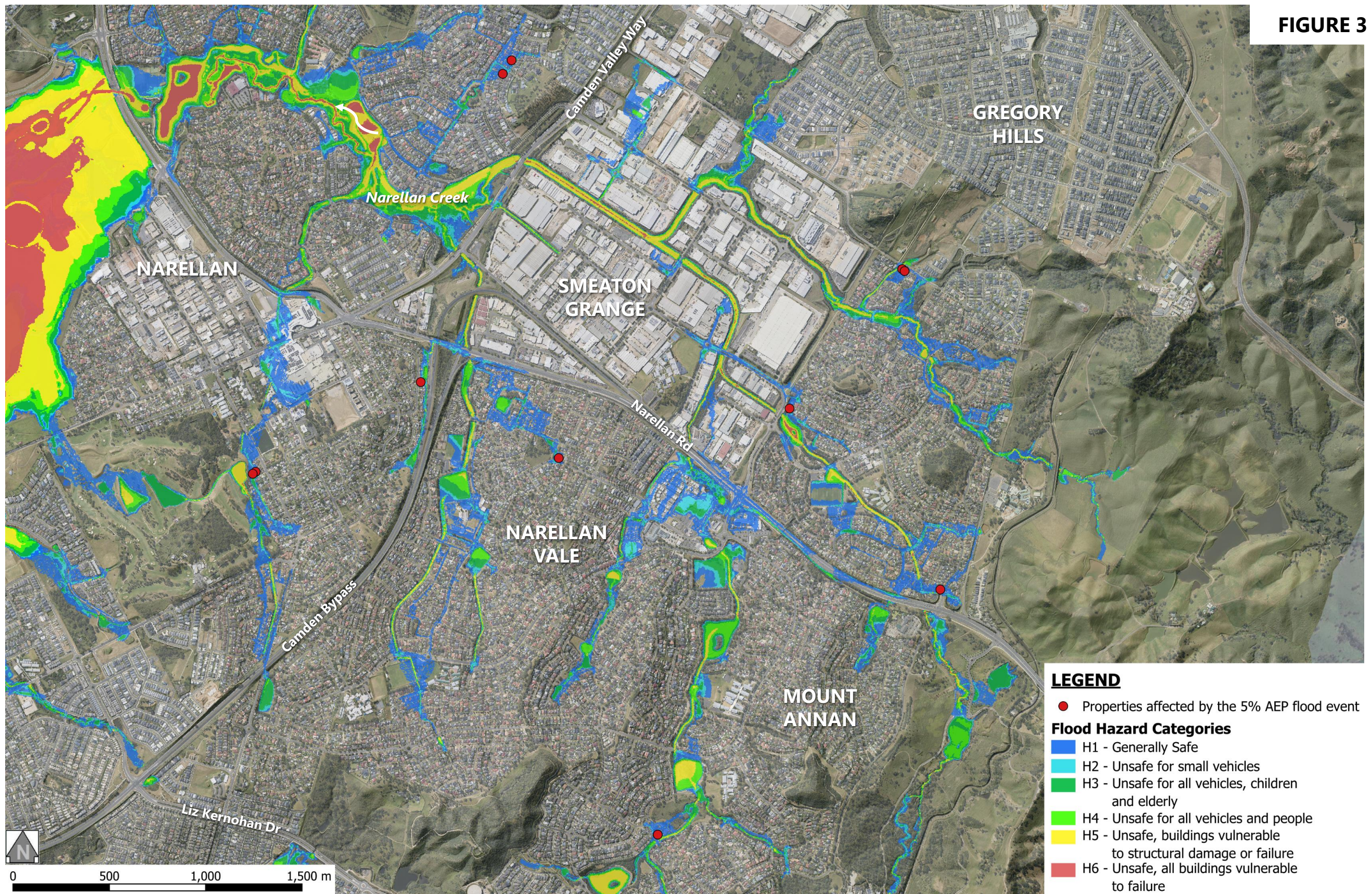
**DWELLINGS INITIALLY CONSIDERED FOR
VOLUNTARY HOUSE RAISING
AS IDENTIFIED IN THE NEPEAN RIVER FRMSP 2023**



Prepared by:



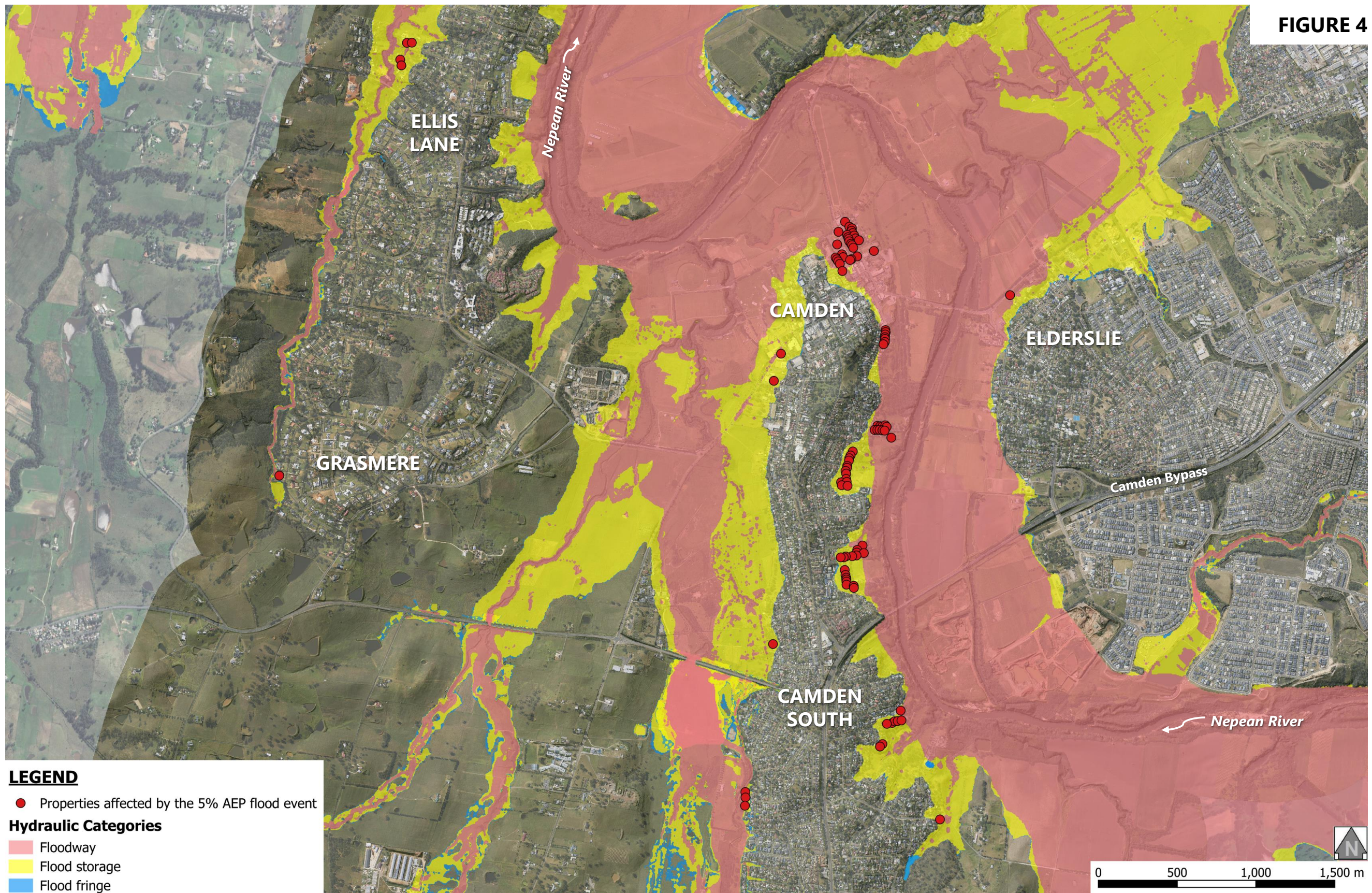
1% AEP FLOOD HAZARD MAPPING FOR THE NEPEAN RIVER FLOODPLAIN



Prepared by:



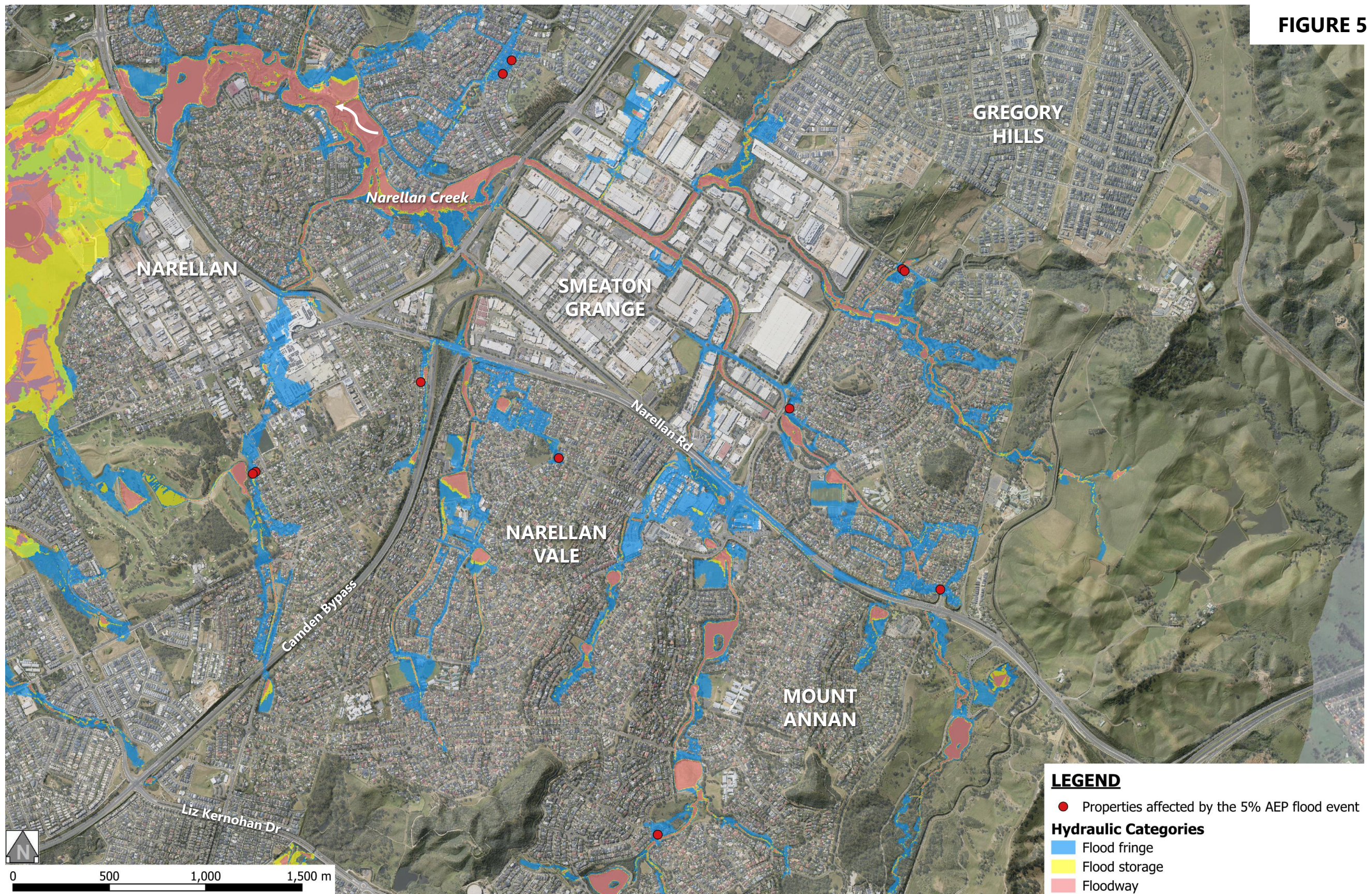
1% AEP FLOOD HAZARD MAPPING FOR THE NARELLAN CREEK FLOODPLAIN



Prepared by:



1% AEP FLOOD FUNCTION MAPPING FOR THE NEPEAN RIVER FLOODPLAIN



Prepared by:



1% AEP FLOOD FUNCTION MAPPING FOR THE NARELLAN CREEK FLOODPLAIN



3. VHR Scheme Guidelines

The NSW Department of Climate Change, Energy, the Environment and Water (DCCEEW) has published the following floodplain management guidelines that are relevant for voluntary house raising.

- *Guidelines for the Voluntary House Raising Scheme; Floodplain Management Program* (NSW DCCEEW, 2023a), which lists the criteria that each property needs to meet to be eligible to receive funding in a VHR Scheme. It also lists the eligibility criteria and conditions that need to be met so that a VHR Scheme can be funded.
- *Flood Risk Management Measures; Flood Risk Management Guideline MM01* (NSW DCCEEW, 2023c), which contains general information for specific project types, including VHR.

Further information on the requirements of the guidelines is outlined in the following.

3.1 Considerations for Voluntary House Raising

A list of considerations for identification and assessment of houses for VHR is provided in **Table 1**, as outlined in the *Guidelines for the Voluntary House Raising Scheme* and with additional details from the *Flood Risk Management Guideline MM01* where relevant.

Table 1 – Considerations for Voluntary House Raising

DCCEEW Guideline Criteria	Assessment Methodology
Full range of flood events and their associated impacts.	The full range of flood events were considered in the damages assessment of each property. The assessment of Annual Average Damages for each house included flood events from the 2 year ARI event up to the Probable Maximum Flood (PMF). Refer Section 5.2 .
Hydraulic function of the area, as VHR is generally excluded in floodways. <i>Flood Risk Management Guideline MM01</i> indicates that dwellings are not to be in floodway areas.	Each dwelling was assessed against the Flood Function (or Hydraulic Category) mapping for the 1% AEP event from the Nepean River FRMSP 2023 flood modelling results. Refer Section 4.1 .
The area's flood hazard classification, as VHR is generally limited to low hazard areas. <i>Flood Risk Management Guideline MM01</i> indicates that dwellings are not to be in high hazard or H5-H6 areas.	Each dwelling was assessed against the Flood Hazard mapping for the 1% AEP event from the Nepean River FRMSP 2023. Refer Section 4.1 .



DCCEEW Guideline Criteria	Assessment Methodology
The effectiveness as an ongoing maintenance requirement of complementary measures to address risk to life, such as those based around supporting self-evacuation in response to directions from the State Emergency Service (SES).	The area is subject to a flood emergency plan that must be communicated to the residents and complied with. There are risks associated with residents being complacent due to houses being raised, but these risks should be mitigated by continuance of existing emergency management protocols and community education.
Identification of individual houses' suitability for raising.	Refer Section 4 .
Cost-effectiveness of the VHRS (benefit-cost ratio) measured across the full range of floods with VHR aiming to generate positive financial returns from reduced damage relative to costs.	The benefit-cost ratio (BCR) for each dwelling was calculated as part of the study. Refer Section 5 .
Viability of the scope and scale of the VHRS and how the VHRS will be prioritized (considering flood hazard exposure).	The BCR assessment for each dwelling was used as a property prioritisation tool. Refer Section 5 .
Support of the affected community for VHR as determined through consultation with affected owners.	Consultation with landowners was completed as part of this study. Refer Section 8 .
Implementation plan for the VHRS.	An implementation plan has been prepared as part of the study (refer Section 7). It was informed by the number of properties targeted, the estimated costs of raising the houses, and the priority ranking based on benefit-cost ratio for each property.

3.2 Eligibility Criteria for Funding a New VHR Scheme

The criteria listed in the *Guidelines for the Voluntary House Raising Scheme* (NSW DCCEE, 2023a) for funding a new VHR Scheme are presented in **Table 2**.


Table 2 – Eligibility Criteria for Funding a New VHR Scheme

DCCEEW Guideline Criteria	How Camden VHR Scheme Meets Criteria
1. Only councils are eligible to apply for funding – it is not open directly to homeowners. Requests from homeowners to raise houses for hardship reasons are not eligible for funding.	Council will apply for funding using the findings of this Scoping Study. There has been consultation with the community, and they are aware of the VHR Scheme process.
2. The following local government areas are not eligible for funding and should apply under the Resilient Homes Program: <ul style="list-style-type: none"> a. Ballina b. Byron c. Clarence Valley d. Kyogle e. Lismore f. Richmond Valley g. Tweed. 	The Camden Council LGA is not one of the listed LGAs and therefore is eligible for funding.
3. Funding is only available for residential properties, not commercial or industrial properties.	Only residential properties were assessed and are to be included in the VHR Scheme.
4. Funding is only available for properties with buildings that were approved and constructed prior to 1986.	Refer Section 4.1 for the assessment of the construction date of dwellings.
5. Funding is only available for properties identified in a VHRS that has been subject to a Scoping Study or clearly scoped and identified through the FRMSP.	This Scoping Study has been prepared to meet this requirement, further to the assessment as part of the FRMSP.
6. The properties in a VHRS must be identified in an adopted FRMSP developed in accordance with the Floodplain Development Manual (2005).	The nominated properties for VHR are part of the properties identified as being flood affected in the Nepean River FRMSP 2023.
7. Properties that are benefiting substantially from other floodplain mitigation measures – such as houses already protected by a levee or those that will be – will not be funded for VHR.	The VHR Scheme was identified as the primary flood management measure to be implemented by the Nepean River FRMSP 2023. No other flood mitigation measures are proposed.



DCCEEW Guideline Criteria	How Camden VHR Scheme Meets Criteria
<p>8. VHR should generally return a positive net benefit in damage reduction relative to its cost (benefit-cost ratio greater than 1). Consideration may be given to lower benefit-cost ratios where there are substantial social and community benefits, or VHR is compensatory work for the adverse impacts of other mitigation works.</p>	<p>The BCR assessment for each dwelling and the overall scheme is presented in Section 5.</p>
<p>9. The VHRS should involve raising residential properties above a minimum design level and must comply with the council's relevant development control plan.</p> <p><i>Flood Risk Management Guideline MM01</i> indicates that dwelling floor levels are to be raised above the Flood Planning Level.</p>	<p>The study has assumed that the properties will be raised to the Flood Planning Level as stated in Council's Flood Risk Management Policy, Appendix 3, Section 1.2:</p> <p><i>"Mainstream flooding - A freeboard of 500mm above the 1% AEP flood level applies to mainstream flooding Low to High Flood Risk Precincts."</i></p> <p>Refer Section 5.</p>



4. Stage 1 – Dwelling Eligibility Assessment

4.1 Assessment of Dwellings Affected in the 5% AEP Flood

Stage 1 investigations involved a desktop assessment of dwellings affected in the 5% AEP flood against the eligibility criteria, accounting for the Nepean River FRMSP flood model results, available datasets in GIS and aerial imagery, including review of the dwellings using Google StreetView imagery.

The following information was considered in the assessment of the eligibility of properties for house raising.

- 1% AEP flood function mapping to identify the hydraulic category at each property (i.e., floodway, flood storage or flood fringe).
- 1% AEP flood hazard mapping at each property (i.e., classification H1 to H6).
- Construction age (i.e., before or after 1986).
- Construction type (e.g., weatherboard, fibro, brick, slab-on-ground, etc.)

4.1.1 Flood Function Mapping

The flood function mapping from the Nepean River FRMSP 2023 identifies the following hydraulic categories.

- Floodway – main flow area critical for flood conveyance.
- Flood Storage – areas that store large volumes of floodwater and are sensitive to changes that impact storage in a flood event.
- Flood Fringe – fringe of the flood extent, with low sensitivity to flow conveyance or storage.

The *Guidelines for the Voluntary House Raising Scheme* (NSW DCCEEW, 2023a) requires that houses located in floodways are to be excluded from VHR Schemes and therefore, only properties in flood storage or flood fringe areas were considered eligible.

4.1.2 Flood Hazard Classification

1% AEP flood hazard mapping from the Nepean River FRMSP was used in this assessment given the 1% AEP event is the flood planning event adopted in Council's development controls and Flood Management Policy.

The flood hazard mapping classifications used in the Nepean River FRMSP 2023 followed the *Australian Rainfall & Runoff* guidelines 2019 (ARR 2019) and are listed below.

- H1 – generally safe for people, vehicles and buildings.
- H2 – unsafe for small vehicles.
- H3 – unsafe for vehicles, children and the elderly.
- H4 – unsafe for people and vehicles.
- H5 – unsafe for vehicles and people. All buildings vulnerable to structural damage. Some less robust buildings subject to failure.
- H6 – unsafe for vehicles and people. All building types considered vulnerable to failure.



According to the flood hazard classifications, buildings are vulnerable to structural damage in flood hazard areas with classification of H5 or H6. Therefore, only dwellings in locations with a hazard classification of H4 or lower were considered eligible for the VHR Scheme.

4.1.3 Dwelling Construction Date

The NSW Government provides an online database with historical aerial imagery for NSW (NSW Department of Customer Service, n.d.). The imagery available for the Camden area before and after 1986 comprised aerial photographs captured in 1974 and 1989. The imagery datasets were downloaded and georeferenced in GIS.

Assessment of the construction date of each dwelling involved visual verification of the dwelling presence in the 1974 and 1989 images. To determine if houses were constructed before or after 1986, the following criteria were used:

- Houses present in the 1974 aerial imagery were confirmed as being built before 1986 and therefore, were deemed eligible for house raising.
- Houses not present in the 1989 aerial imagery were confirmed as being built after 1986.
- Houses not present in the 1974 imagery but present in the 1989 imagery were flagged for further assessment using Council's records, subject to eligibility according to the other criteria.

4.1.4 Construction Type

Assessment of construction type was completed using GoogleMaps StreetView, which provides recent imagery of dwellings at street level. The house construction types were classified into the following categories.

- Piered houses (weatherboard or fibro houses)
- Brick houses
- Slab-on-ground
- Single-storey or 2-storey houses

Only single-storey, piered houses were considered eligible to be included in the VHR Scheme. Raising brick houses, even if piered, is considered impractical and costly given the bricks would need to be removed and re-laid following the raising works.

4.1.5 Assessment Results

A summary of the eligibility assessment for the 108 dwellings affected in the 5% AEP flood according to the above criteria is presented in **Appendix A**. The assessment results are shown graphically in the mapping contained in **Appendix B**, which includes flood hazard classifications and the extent of the floodway.

Of the 108 properties affected in the 5% AEP flood, only 16 were determined to be outside of both the 1% AEP high flood hazard areas (H5 or H6 classification) and the 1% AEP floodway. However, none of those 16 properties meet the construction type and/or construction date criteria.

Accordingly, the Scoping Study was extended to include investigation of properties affected in the 1% AEP flood. This added a further 92 properties to the assessment.



4.2 Assessment of Dwellings Affected in the 1% AEP Flood

The Nepean River FRMSP 2023 flood damages assessment showed that the second highest incremental Average Annual Damages (AAD) occurs in the 1% AEP flood. Accordingly, the potential flood damages reduction by targeting the additional properties affected in the 1% AEP event can also be significant.

There are an additional 92 dwellings affected in the 1% AEP event, further to the 108 dwellings affected in the 5% AEP flood (refer **Figure 6**).

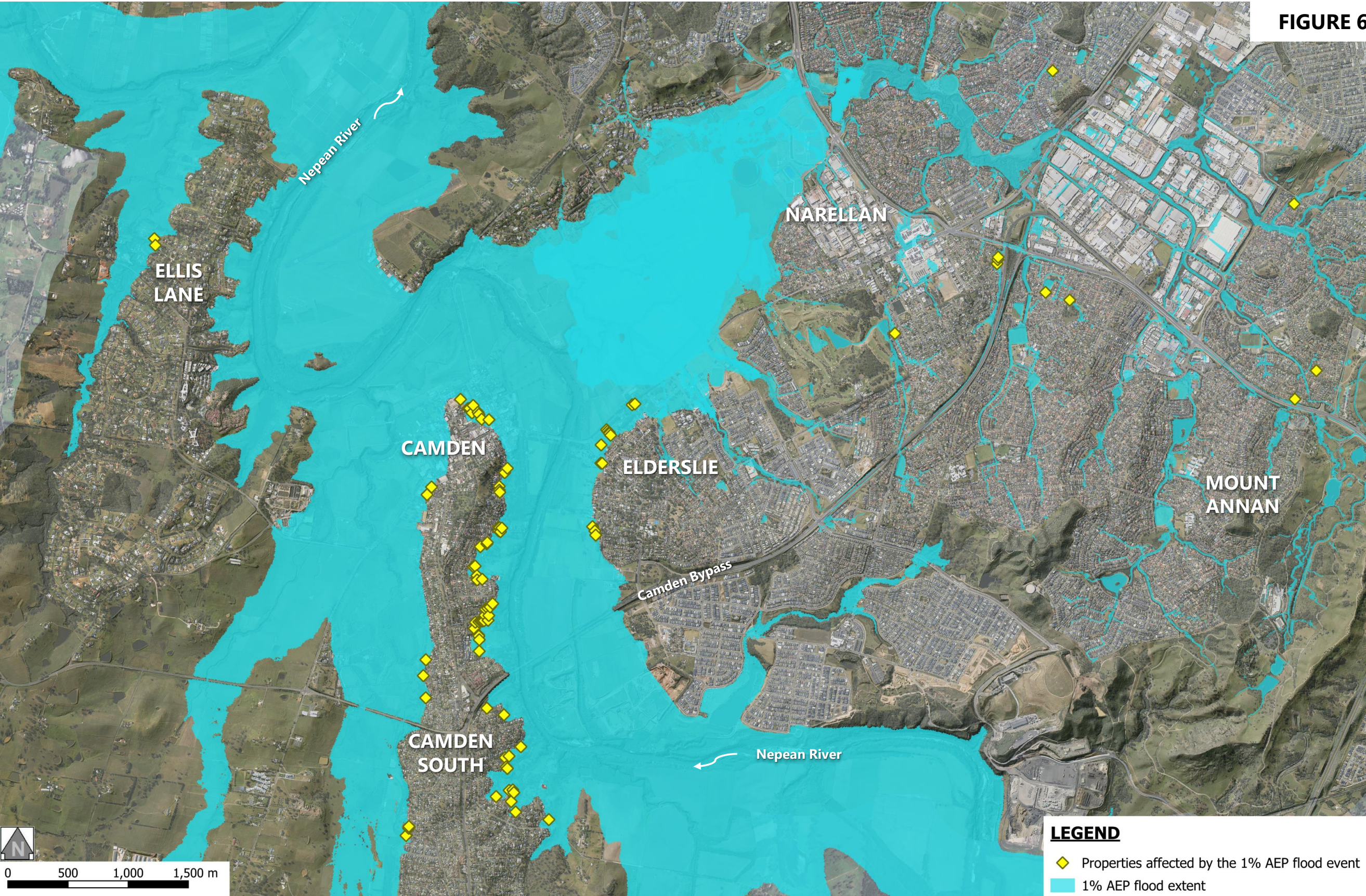
The 92 dwellings were assessed according to the same eligibility criteria outlined above in **Section 4.1**.

A summary of the eligibility assessment for these dwellings is presented in **Appendix C**. The assessment results are shown graphically in the mapping contained in **Appendix D**, which includes flood hazard mapping and the extent of the floodway.

Of the 92 dwellings, an initial assessment showed that 28 dwellings met the eligibility criteria but required further investigation to identify two-storey houses and houses built after 1986. Council assisted via provision of Development Application records (e.g., dates and descriptions of works) and review of aerial imagery available on Council's *Intramap* system.

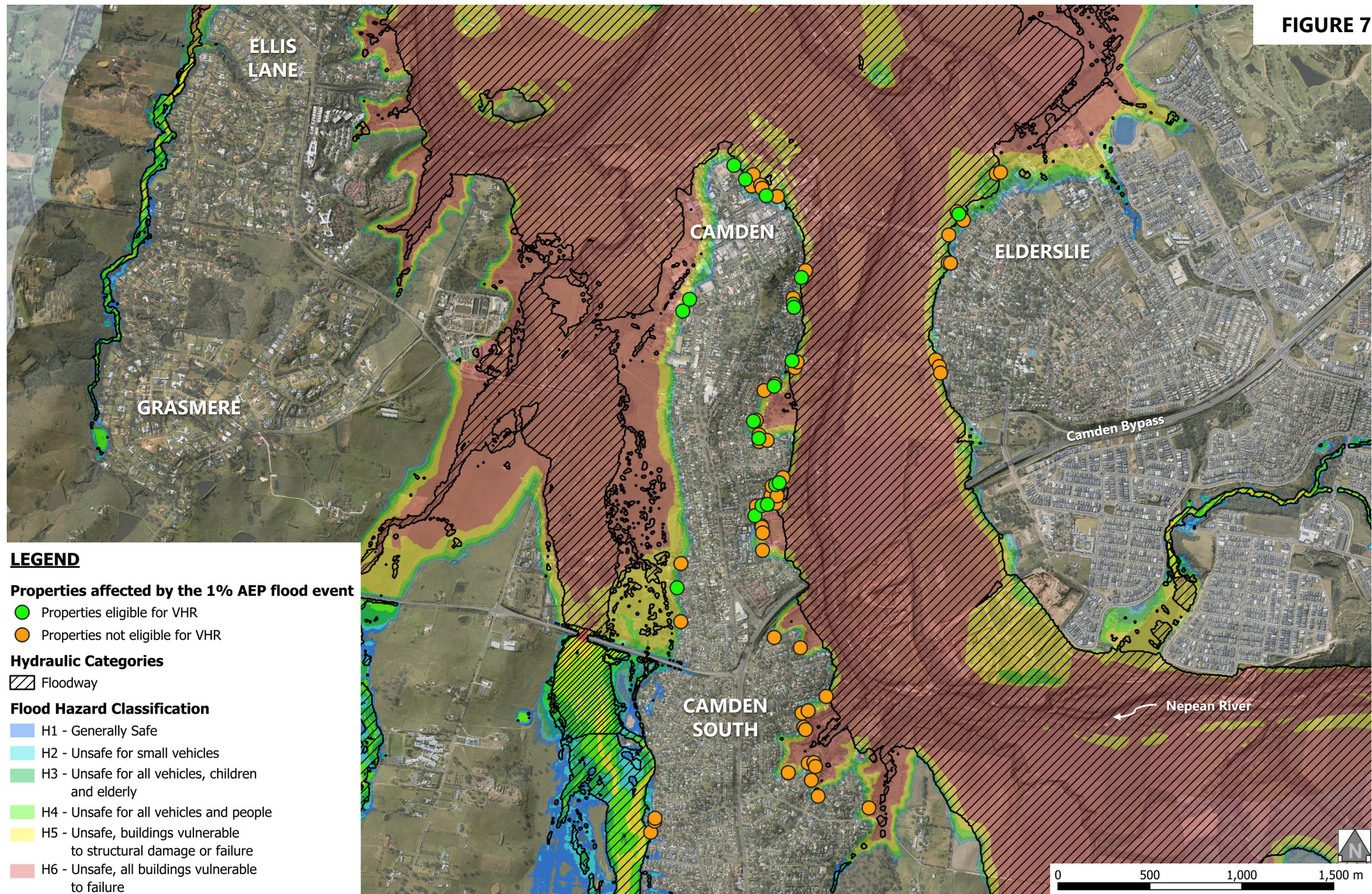
Based on this further investigation nine properties were excluded from the final list of eligible dwellings. The residual 19 eligible dwellings were taken through to the Stage 2 benefit-cost investigations (refer **Figure 7**).

FIGURE 6



**ADDITIONAL DWELLINGS AFFECTED IN
THE 1% AEP FLOOD CONSIDERED
FOR VOLUNTARY HOUSE RAISING**

FIGURE 7



Prepared by:



**FINAL SET OF 19 DWELLINGS
ASSESSED AS PART OF STAGE 2 INVESTIGATIONS**



5. Stage 2 – Benefit-Cost Assessment

The benefit-cost assessment of flood management options compares the benefits of an option against the costs. A Net Present Value (NPV) calculation is used to capture the total costs and benefits over the lifespan of the works.

A Benefit-Cost Ratio (BCR) of greater than 1 indicates that the benefits outweigh the costs and an option is worthwhile to pursue. However, it should also be noted that many flood management options have a BCR less than 1 and are still worthwhile to pursue.

The BCR for voluntary house raising is calculated by comparing the NPV of the flood damages reduction afforded by the house raising works against the cost of the house raising works.

5.1 Proposed House Raising Works

According to Council's Flood Risk Management Policy P1.0046.2 (2023), new developments should have habitable floor levels above the Flood Planning Level (FPL), which is defined as the 1% AEP flood level plus a 500 mm freeboard.

The proposed house raising of the 19 eligible dwellings would involve raising the existing floor level to the FPL, which aligns with Councils Policy for habitable floor levels and also the requirements listed in the *Flood Risk Management Guideline MM01* (DPE, 2023c).

The house raising required for the 19 dwellings would range between 0.7 and 2.0 metres.

5.2 Reduction in Flood Damages (Benefit)

The flood damages assessment for the selected dwellings followed the methodology adopted in the Nepean River FRMSP 2023, which used the standard approach of applying a Residential Damages Curve that applies a dollar amount of damages according to the depth of water above floor level.

The residential damages curve used in the Nepean River FRMSP was developed according to 2016 dollars and assuming a standard/average house size.

The damages curve was therefore adjusted to 2024 dollars according to the increase in the Australian Bureau of Statistics (ABS) House Construction Price Index between 2016 and 2024, which was determined to be 49%. The updated damages curve is presented in **Figure 8**.

The floor area of each of the 19 dwellings was measured according to the roof footprint shown in current high-resolution aerial imagery. This assessment showed that dwelling floor areas ranged from 126 m² to 305 m², with the median house size being about 150 m².

Accordingly, application of the residential damages curve to each property required scaling the curve up or down according to the specific floor area of each dwelling. The damages analysis for existing conditions was completed for each property using the surveyed floor level and the FRMSP flood modelling results for the range of design floods.

A similar damages analysis was completed for the proposed house raising scenario, which adopted a raised floor level for each dwelling set at the Flood Planning Level, as outlined above.

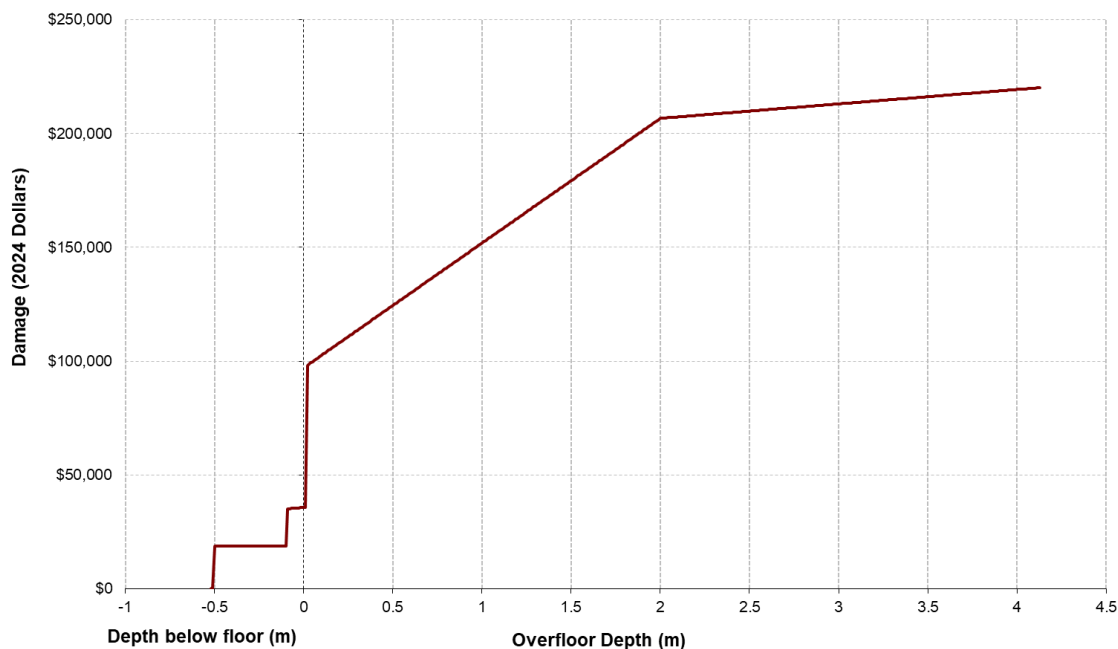


Figure 8 – Updated Residential Damages Curve

An Average Annual Damages (AAD) calculation was completed for each dwelling under both scenarios; existing conditions and raised conditions. As outlined above, the AAD attempts to estimate the average damages that could be expected in any given year over a very long time, accounting for the damages incurred in each design event and the probability of occurrence of each design event.

AAD is calculated as the area under the curve of damages plotted against the probability of the damages (annual exceedance probability). A sample graph to facilitate AAD calculation is provided in **Figure 9**.

As shown, under existing conditions the sample dwelling is not affected in the 5% AEP event or more frequent events. Following the house raising, the damages for the 1% AEP event is expected to decrease to zero and the damages for rarer events are significantly reduced. This reflects the fact that the higher floor level will result in lower (if any) overfloor flood depths during the rarer events.

The reduction in AAD at each house (i.e., the benefit) was estimated to be between \$2,700 to \$9,400, with the average reduction being about \$4,300. The total AAD reduction afforded by raising all 19 dwellings was estimated to be about \$81,500.

It should be noted that the flood damages analysis has not included intangible flood damages, such as adverse social and environmental effects caused by flooding, including factors such as loss of life and injury, stress and anxiety. These are often considered to be as high as the tangible flood damages, albeit quantification is difficult and subjective.

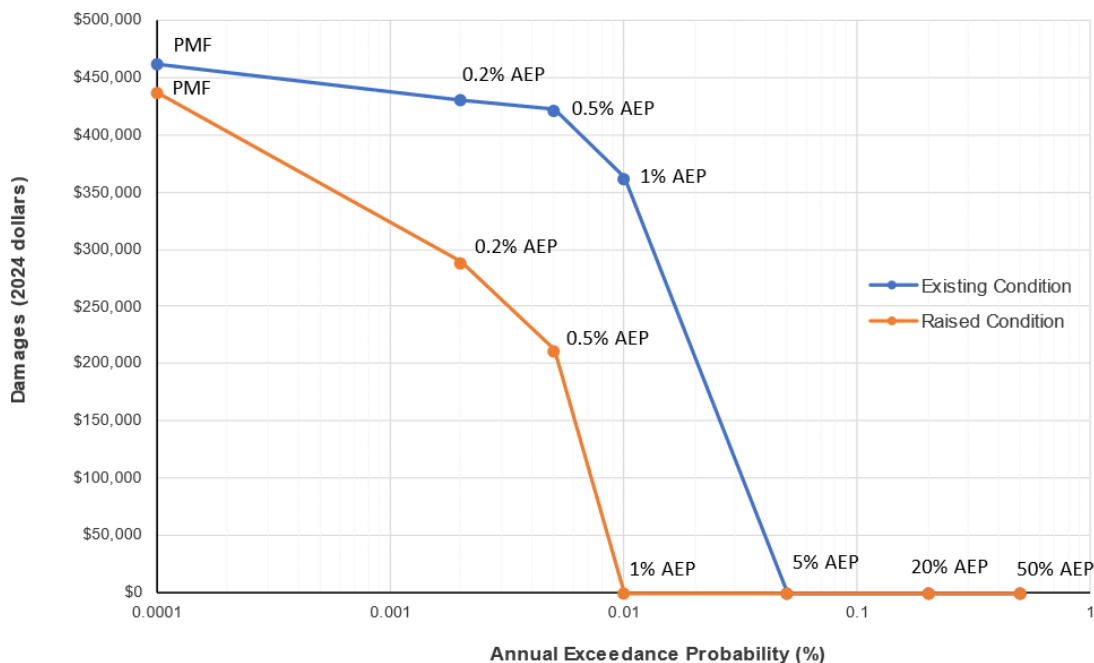


Figure 9 – Average Annual Damage Calculation for a Sample Property

5.3 House Raising Costs

The cost of house raising works were estimated according to information provided by a local builder specialising in house raising, *Best Underpinning*.

The builder provided the following indicative pricing for Sydney.

- A rate of \$500 per square metre of house floor area, which accounts for installation of steel beams to support the house, lifting jacks, and temporary propping under the house.
- A cost of \$1,000 per adjustable pier and concrete footing, based on a standard spacing for the piers of about 2 metres, which was estimated to translate to about \$320 per square metre.

Additional allowances were made for services disconnection and reconnection, installation of stairs or access ramps and chimney raising, which are estimated to cost about \$25,000 per dwelling.

Given the piers are adjustable, it was assumed the cost of raising a house by, say, 1 metre would not be significantly different to the cost of raising a house by 2 metres.

The adopted cost rates were applied to each dwelling based on the estimated house floor area, which yielded total costs ranging from \$128,000 to \$275,000 per dwelling. The total cost for all 19 dwellings is estimated to be \$3.3m.

Additional costs may be incurred if issues arise during the raising process, such as management of asbestos. Based on advice from the building industry, these costs are expected to be less than 5% of the total costs of the raising works and were not included in the BCR assessments given the extent of potential asbestos is not



known and will vary from dwelling to dwelling. It is noted that any remedial works for site contamination would not be eligible for funding under a VHR scheme.

Development Application costs have not been included in the house raising estimates at this stage. It is understood that Council may or may not wish to waive the DA fees associated with house raising applications.

5.4 Net Present Value (NPV) Calculation

The Net Present Value (NPV) of the costs and benefits accounts for the value of all future costs and benefits over the entire life of an investment discounted to the present. It brings the future costs or benefits to present dollar values using a discount rate and nominated return period.

The VHR Scoping Study used the same discount rate and works lifespan that was applied in the Nepean River FRMSP 2023, which are listed below.

- Discount rate: 7%
- Period: 50 years

The NPV of the reduction in AAD due to house raising was calculated to range between \$40,000 and \$139,000 per property. The NPV of the total AAD reduction across all 19 properties was estimated to be about \$1.2m.

House raising does not involve any ongoing future costs, and therefore the NPV of the works is the same as the upfront capital costs, as discussed in **Section 5.3**.

5.5 Benefit-Cost Ratio

The Benefit-Cost Ratio (BCR) for house raising works at each property was calculated as the NPV of the AAD reduction divided by the NPV of the house raising costs.

The BCRs for individual dwellings range from 0.3 to 0.5, with the overall BCR for all dwellings in the scheme estimated to be about 0.4.

A tabular summary of the BCR calculation for the 19 properties is included in **Appendix E**.

The relationship between the calculated benefit-cost ratio and the raising height required at each property is provided in **Figure 10**. As shown, there is a positive relationship between these two factors, given the damage reduction (benefit) increases with the raising height required, while the costs are not impacted by the height of raising required.

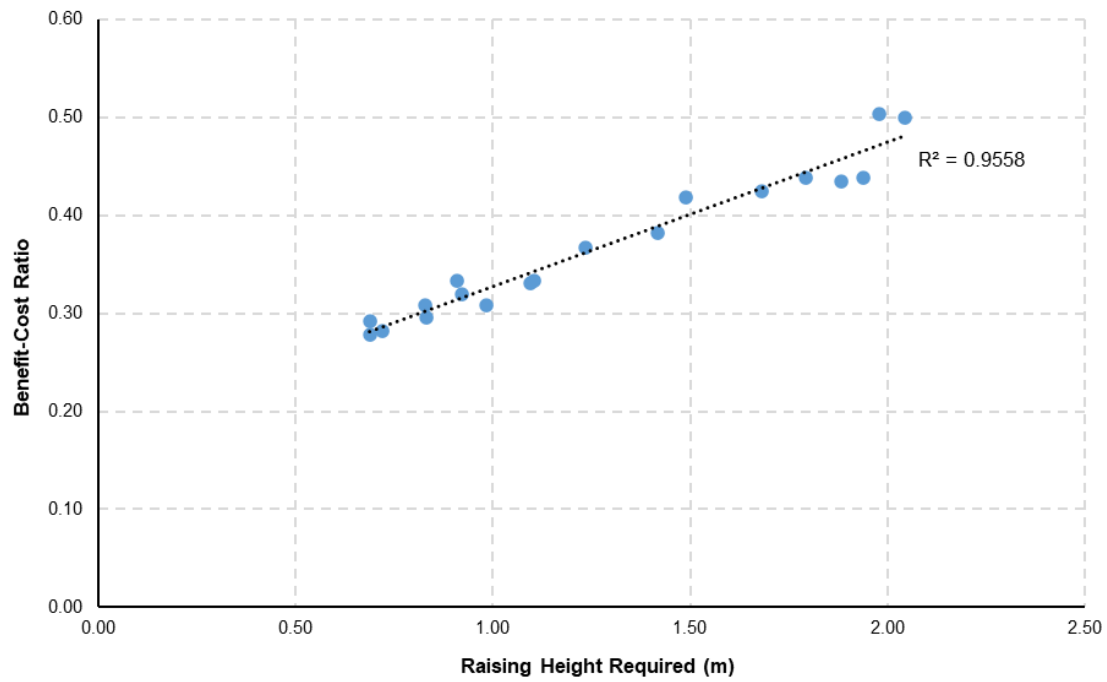


Figure 10 – Relationship between Benefit-Cost Ratio and House Raising Height



6. Potential Flood Impacts due to House Raising

The potential for house raising works to impact on flooding at nearby properties was investigated given the potential for flooding to pass beneath a raised house, as compared to existing conditions where the house would be expected to provide an impediment to flow.

The potential impact on mainstream flooding was assessed using the Nepean River FRMSP (2023) flood model results. Velocity mapping for the 1% AEP flood, including velocity vectors, was used to assess the direction and magnitude of the velocity at each of the 19 eligible properties.

All 19 properties are located in Flood Storage or Flood Fringe areas, which is reflected in the flood velocities being low, ranging from 0.01 m/s to 0.3 m/s. Accordingly, there is relatively little flood conveyance at the house locations and raising them is not expected to increase flood conveyance, flood levels or velocities at any adjacent houses. Therefore, the house raising is not expected to have any significant impact on flood conditions at adjacent properties.

The potential impact on local overland flooding was assessed using the available LiDAR data. Terrain profiles taken from LiDAR were used to assess the likely flow direction of stormwater runoff from upslope to downslope areas. There were some instances where dwellings on adjacent properties are located on the downslope side of houses to be raised. However, in these cases there are existing houses on the upslope side of the house to be raised, which will block overland flows prior to them reaching the raised house. Accordingly, the proposed house raising will not result in any significant redistribution of overland flows and hence, any impact on adjacent properties.



7. VHR Implementation Plan

According to the *Guidelines for the VHR Scheme* (NSW DCCEEW, 2023a), Council can apply for funding for the VHR Scheme after the Scoping Study is finalised. If the application is approved, the VHR Scheme enters in a funding pool, which can be accessed within a three-year period but does not guarantee that the funding requests by Council will be granted. If the grant is approved, Councils are able to access the funding pool at a funding ratio of \$2 State to \$1 homeowner contribution.

The VHR Scheme should be implemented by prioritising properties with the highest benefit-cost ratio given, as it was shown in **Figure 10**, the benefit-cost ratios are highest for houses that require higher raising. Due to the funding for a VHR Scheme only being accessed when the property owners are ready and request that funding, the properties with the highest benefit-cost ratios would be able to access the funding first. If those property owners refuse or do not reply to the request, the properties further down the priority list can access the funding.

As stated in the DCCEEW guidelines, the eligible costs funded by the VHR are:

- plan and document preparation, including survey costs;
- development application costs;
- site preparation costs;
- disconnection of services and provision of temporary services (water, electricity, communications, gas and stormwater, including rainwater tanks);
- preparation for and raising of the floor to the required minimum flood design level;
- installation of supporting structure for the elevated floor;
- reconnection of services;
- the installation of front and back doorsteps or ramp and associated safety rails/devices;
- costs associated with inspection and approval by Council;
- relocating the house to an appropriate site within the same property if this is considered the most cost-effective option to meet the required minimum design floor level.

Costs that are not eligible for funding include:

- any additional features, improvements, renovations and substitutions of services requested by the homeowner, such as landscaping and concrete floor to the understorey;
- raising the property above the minimum design floor level that is required;
- accommodation for the homeowner while works are being done;
- remedial works to the house;
- expenses incurred prior to a funding agreement being entered (unless otherwise agreed to in writing by the department).



8. Community Consultation

8.1 Initial Consultation

A drop-in consultation session was held in the Camden Library on 10th April 2024 to inform the owners of eligible properties about voluntary house raising, address any questions and receive feedback on their support for the potential works. Parties representing five of the 19 properties attended the session.

An information sheet with general information about the project and VHR was issued and presented to the attendants, along with individual information sheets about their property. It should be noted that initial estimates of the BCR for house raising works were overstated and were revised following the initial consultation activities, accounting for further review of the flood damages estimates and some additional costs.

Four of the five property owners that attended the session were generally supportive of VHR or interested in obtaining further information. A list of issues/ questions raised and responses is included in **Appendix F**.

8.2 Public Exhibition of Draft Scoping Study

Further consultation with the general community occurred via Public Exhibition of the draft Scoping Study report. The exhibition ran over four weeks in May and June 2024. During this time Council operated a *Your Voice Camden* website which included a summary of the study and its findings (refer **Appendix G**).

The individual information sheets for each of the 19 eligible properties were updated with finalised BCR and cost information (refer **Appendix H**) and mailed to each property owner, accompanied by a cover letter to notify of the public exhibition of the draft Scoping Study. Additional information has since been included in the sheets, such as the rank relative to other properties, the flood hazard and hydraulic category for each house.

The *Your Voice Camden* website received several visits during the exhibition. No submissions were received; however, a further landowner of one of the 19 properties identified for raising confirmed with Council that they would like to be part of the VHR Scheme.



9. Conclusions and Recommendations

Development of this VHR Scoping Study included the investigation of 200 properties in the Camden Council area in the floodplains of the Nepean River and Narellan Creek. This included 108 dwellings affected in the 5% AEP flood and a further 92 properties affected in the 1% AEP event.

The eligibility of dwellings to be included in the VHR Scheme was assessed according to the eligibility criteria outlined in the NSW DCCEEW's *Guidelines for the Voluntary House Raising Scheme* (2023), through application of flood model results from the Nepean River Floodplain Risk Management Study and Plan (Camden Council, 2023) and consideration of dwelling age and construction type.

It was determined that none of the 108 dwellings affected in the 5% AEP flood would be eligible for house raising, primarily due to being located in floodway and/or high flood hazard areas, or otherwise not being of suitable construction age or type. It is recommended that these properties be considered for inclusion in a Voluntary House Purchase (VHP) Scheme, which applies a separate set of eligibility criteria (*e.g., construction type is not included*) that might capture several properties in high hazard areas and thereby lower the flood risk in the Camden LGA.

It was determined that 19 dwellings affected in the 1% AEP flood meet the eligibility criteria and are of appropriate construction type, and are therefore recommended for inclusion in the proposed VHR Scheme for Camden. There are a residual 73 ineligible dwellings affected in the 1% AEP event that are recommended to be included in any future Voluntary House Purchase investigations.

The Net Present Value of the Average Annual Damages (AAD) reduction afforded by raising the 19 eligible houses was calculated to range between \$40,000 and \$139,000 per dwelling. The NPV of the total AAD reduction across all 19 dwellings was estimated to be about \$1.2m.

The estimated cost of house raising works ranges from \$128,000 to \$275,000 per dwelling. The total cost for all 19 dwellings is estimated to be \$3.3m.

The Benefit-Cost Ratio (BCR) for raising individual dwellings will range from 0.3 to 0.5. The overall BCR for all dwellings in the scheme is estimated to be about 0.4.

It is recognised that floodplain management options with a BCR less than 1 can still be worthwhile to pursue, from the perspective of reducing the existing flood risk to the community and providing a reduction in intangible flood damages which are not readily quantifiable. Accordingly, despite the BCR for house raising being lower than 1, it is recommended that all eligible properties are included in the VHR Scheme.

It is recommended that the 19 dwellings are prioritised according to the calculated benefit-cost ratios, with the highest priority given to the dwelling with the highest BCR.



10. References

Camden Council (2023). 'Flood Risk Management Policy P1.0046.21'.

Camden Council (2023). 'Nepean River Floodplain Risk Management Study and Plan', prepared by Stantec.

© Commonwealth of Australia (Geoscience Australia) (2021). 'Elvis – Elevation and Depth – Foundation Spatial Data'. Available at: <https://elevation.fsdg.org.au/>

NSW Department of Customer Service (n.d.). 'Historical Imagery – Search and Discover'. Available at: <https://portal.spatial.nsw.gov.au/portal/apps/webappviewer/index.html?id=f7c215b873864d44bccdda8075238cb>

NSW Department of Climate Change, Energy, the Environment and Water (NSW DCCEEW) (2023a). 'Guidelines For the Voluntary House Raising Scheme - Floodplain Management Program'.

NSW Department of Climate Change, Energy, the Environment and Water (NSW DCCEEW) (2023b). 'Administration Arrangements - Flood Risk Management Guideline AG01'.

NSW Department of Climate Change, Energy, the Environment and Water (NSW DCCEEW) (2023c). 'Flood Risk Management Measures - Flood Risk Management Guideline MM01'.



Appendix A. Stage 1 Investigations

Eligibility Assessment for Dwellings Affected in the 5% AEP Flood

CONFIDENTIAL



Appendix B. Stage 1 Investigations

Mapping of Dwellings Affected in the 5% AEP Flood

CONFIDENTIAL



Appendix C. Stage 1 Investigations

Eligibility Assessment for Dwellings Affected in the 1% AEP Flood

CONFIDENTIAL



Appendix D. Stage 1 Investigations

Mapping of Properties Affected in the 1% AEP Flood

CONFIDENTIAL



Appendix E. Stage 2 Results

Benefit-Cost Assessment for Eligible Dwellings

CONFIDENTIAL



Appendix F. Consultation Drop-in Session

Community Feedback



Issue Raised	Worley Consulting Response
Houses at lower areas were not included in the list?	It was clarified to the attendees that due to the eligibility criteria within the NSW guidelines (NSW DCCEEW, 2023a), houses at lower areas (further into the floodplain) are typically in locations which make them ineligible, such as high hazard areas and/or in floodways. Further, some house construction types are not eligible for funding, even if they are in low-medium hazard zones and out of the floodway. This might be perceived as an inequality in the Scheme and therefore, ongoing consultation with the community is required to explain these factors.
Asbestos removal if found in older houses	Older and fibro structure houses might have asbestos in the walls or as insulation. This will need to be considered by the builders quoting on the house raising works if required, the cost included in the quote, however noting that any remedial works would not be covered by the funding from the VHR Scheme.
House relocation away from a large sewer within the lot	The VHR Scheme allows dwellings to be relocated within the property as part of the raising works. However, it must be completed during the raising process and included in the quotes to be obtained from three builders by each property owner.
Finding rental accommodation during the raising works	Temporary accommodation while the house raising works are being completed is not an eligible cost funded by the Scheme. This would need to be arranged by the homeowner and will need to be funded privately.
Finding a reliable builder	Each property owner needs to source at least three quotes from different companies for the raising works. The reliability of the builder is to be considered by the property owner as part of their due diligence.
Raising houses will let overland flows pass beneath and thereby impact adjacent houses	Refer to Section 6 of the report. All eligible houses are located in Flood Storage or Flood Fringe areas, which means that the velocities are low (ranging from 0.01 m/s to 0.3 m/s) and the impact that raised houses will have on the flow conveyance will be low. Assessment of the house locations, flow directions, and velocities shows that there will not be any further impact to adjacent properties that are not already impacted by existing Nepean River flooding.



Appendix G. Public Exhibition

Your Voice Camden Website Information

6/25/24, 11:35 AM

Voluntary house raising | Your Voice Camden

[\(https://yourvoice.camden.nsw.gov.au/\)](https://yourvoice.camden.nsw.gov.au/)[Log In / Join\(https://yourvoice.camden.nsw.gov.au/login\)](https://yourvoice.camden.nsw.gov.au/login)

Search

<https://www.camden.nsw.gov.au>

Nepean River Voluntary House Raising Scoping Study

View the draft study and share your thoughts by Wednesday, 12 June 2024.

[Home \(https://yourvoice.camden.nsw.gov.au/\)](https://yourvoice.camden.nsw.gov.au/) / Voluntary house raising

CONSULTATION CONCLUDED

Overview

Council published the Nepean River Floodplain Risk Management Plan (<https://yourvoice.camden.nsw.gov.au/floodplain-management/nepean-river-floodplain>) (FRMP) in 2023. Preparation of the Plan involved the assessment of several potential flood management options using detailed computer modelling of flooding behaviour and the assessment of flood damages at dwellings within the floodplain.

The Plan identified that Voluntary House Raising (VHR) may be beneficial in reducing flood damages at select properties located at the edge of the Nepean River floodplain.

Voluntary House Raising involves the raising of houses to provide a floor level above the Flood Planning Level, which is established as the peak flood level during the 1% Annual Exceedance Probability (AEP) flood, or 1 in 100-year flood, plus a freeboard of 500 mm. Single storey weatherboard or timber houses constructed on piers are typically best suited for house raising. House raising works involve lifting the house using a combination of beams and jacks, after which piers are raised to the new floor level. Houses constructed with a concrete slab-on-ground are not able to be raised.

The Plan identified about 100 properties for further assessment and, if appropriate, inclusion in a Voluntary House Raising Scheme. Council has engaged *Worley Consulting* to undertake further investigations for each dwelling and prepare a VHR Scoping Study. This will include assessment of each dwelling against a range of eligibility criteria outlined by the NSW Government's Floodplain Management Program.

Dwellings need to be located outside of high flood hazard and floodway areas in the 1% AEP flood to be eligible and need to be constructed prior to 1986. A benefit-cost assessment will also be completed for each dwelling, weighing-up the cost of house raising works against the potential reduction in flood damages over the life of the dwelling.

Individual property owners were consulted during the project on whether they would be supportive of raising their house. If found eligible, and therefore included in the final Voluntary House Raising Scheme, the NSW Government would provide funding equivalent to two-thirds of the cost of house raising. The property owner would be responsible for payment of one-third of the raising cost.

What is Voluntary House Raising (VHR)?

VHR involves the raising of eligible houses to protect them from flooding. Single storey weatherboard or timber houses constructed on piers are typically best suited for house raising. House raising works involve lifting the house using a combination of beams and jacks, after which piers are installed and raised to the new floor level. Houses constructed with a concrete slab-on-ground are not able to be raised. Commercial properties are not eligible for raising.

Houses are raised to the Flood Planning Level, which is defined as the peak flood level during the 1% Annual Exceedance Probability (AEP) flood, or 1 in 100 years flood, plus a freeboard of 500mm. The area under the raised house is not to be used as a habitable living area, however this space can be used as a garage.

Examples of houses being raised are shown below:

<https://yourvoice.camden.nsw.gov.au/voluntary-house-raising>

1/4

6/25/24, 11:35 AM

Voluntary house raising | Your Voice Camden

Is my house eligible for house raising?

The 2023 Floodplain Risk Management Plan identified several properties for further assessment and, if found to be appropriate, inclusion in a Voluntary House Raising Scheme.

Each house has been assessed against a range of eligibility criteria outlined by the NSW Government’s Floodplain Management Program. The criteria are outlined in the Guidelines for the Voluntary House Raising Scheme (<https://www.environment.nsw.gov.au/research-and-publications/publications-search/guidelines-for-the-voluntary-house-raising-scheme>).

Eligible dwellings need to be:

- Located outside of High Flood Hazard areas (i.e., areas of high depth and flow velocity).
- Located outside of dedicated Floodway areas, which are required for conveying flows during a major flood.
- Constructed prior to 1986.

Several houses lie within high hazard and floodway areas during the Nepean River 1% AEP flood, which means often houses positioned lower in the floodplain are not eligible for house raising. Council may consider the investigation of alternative options to mitigate flood damages and risk for these properties, such as voluntary house purchase.

How have dwellings been assessed?

Approximately 20 dwellings located at the edge of the Nepean River floodplain meet the eligibility criteria for voluntary house raising. It was determined that the houses would need to be raised by between 0.7 and 2 metres.

A benefit-cost assessment has been completed for each house, considering the present value of the following over a 50-year life span of the dwelling:

- The reduction in flood damages (benefit) that is expected as a result of raising the house, accounting for the full range of potential flooding up to the 1% AEP flood and higher.
- The cost of the house raising works, which is based on cost rates per square metre according to building industry sources.

The assessment has shown that the house raising works are expected to have a Benefit-Cost Ratio (BCR) ranging between 0.3 and 0.5 for each property. The flood damages reduction benefit is not expected to outweigh the cost of the works. However, the works can still be worthwhile to manage flood risk and reduce flood damages.

The 20 properties will be recommended for inclusion in a Voluntary House Raising Scheme. Houses have been given a priority order according to the Benefit-Cost Ratio, which also typically reflects those houses currently under the most risk of flooding.

Who pays for house raising works?

If included in the final Voluntary House Raising Scheme, the NSW Government would provide funding equivalent to **two-thirds** of the cost of house raising.

The property owner would be responsible for payment of **one-third** of the house raising cost. Funding from the NSW Government can only be used towards the cost of the house raising works. Any additional renovations or building works undertaken concurrently by the homeowner would need to be paid by the homeowner.

Initial feedback from landowners

Landowners of dwellings identified for potential house raising were consulted in April 2024. A number of items were raised by the landowners that attended the consultation session, which are addressed as follows.

Item Raised	Response
Asbestos removal if found in older houses	Older and fibro structure houses might have asbestos in the walls or as insulation. This will need to be considered by the builders quoting on the house raising works and if required, the cost included in the quote. However, note that any remedial works would not be covered by the funding from the VHR Scheme and would be the responsibility of the landowner.
House relocation within the property	The VHR Scheme allows dwellings to be relocated within the property as part of the raising works. However, it must be completed during the raising process and included in the quotes to be obtained from three builders by each property owner.
Finding rental accommodation during the raising works	Temporary accommodation while the house raising works are being completed is not an eligible cost funded by the Scheme. This would need to be arranged by the homeowner and will need to be funded privately.
Finding a reliable builder	Each property owner would need to source at least three quotes from different building companies for the raising works. The reliability of the builder is to be considered by the property owner as part of their due diligence.
Raising houses will let overland flows pass beneath and thereby impact adjacent houses	All eligible houses are located in Flood Storage or Flood Fringe areas, which means that the velocities are low and the impact that raised houses will have on the flow conveyance will be low. Assessment of the house locations, flow directions, and velocities shows that there will not be any further impact to adjacent properties that are not already impacted by existing Nepean River flooding.

What is the process for future implementation of the VHR Scheme?

If there is support to make application, Council will need to apply to access the VHR scheme pool of funding offered by the NSW Government. If the application is approved, access to the funding pool is given for a three-year period.

Council will administrate the scheme which then proceeds based on the priority list, landowners are offered but not obligated to participate. When a landowner confirms they wish to go ahead with house raising, Council confirms that funds are available and a Work Plan is entered into based on 3 house raising quotes, which are to be sourced by the property owner from local builders.

6/25/24, 11:35 AM

Voluntary house raising | Your Voice Camden

At any stage of the process prior to contracting the builder, the landowner can choose to proceed or opt-out of the scheme. If they choose to not proceed with the works, Council will look to offer the funding to the next property on the priority list.

Get involved

Tell us what you think about the draft study by 5pm Wednesday 12 June 2024.

Submissions can be:

- completed using the online form (below) ↓
- hand delivered during business hours to our Administration Building, 70 Central Avenue, Oran Park NSW 2570
- posted to Camden Council, PO Box 183, Camden NSW 2570
- sent via email to floodplains@camden.nsw.gov.au (<mailto:mailto:floodplains@camden.nsw.gov.au>)

MAKE A SUBMISSION

Closed

What is the nature of your submission Required

- ☐ Support the draft scoping study
- ☐ Object to the draft scoping study
- ☐ Provide information or suggested amendments for consideration

Use this space to record comments to explain your submission:**Name:****Email: Required****Phone: Required****Street Address: Required****Postal Address: Required**

Write "as above" if the same

☐ I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

Submit**Document Library**

Nepean River Voluntary House Raising Scoping Study
PDF (13.50 MB)

(https://yourvoice.camden.nsw.gov.au/download_file/2277/967)



Ordinary Council Meeting Agenda - 14 May 2024 - ORD002
PDF (121.71 KB)

(https://yourvoice.camden.nsw.gov.au/download_file/2279/967)

6/25/24, 11:35 AM

Voluntary house raising | Your Voice Camden

Related Links

- NSW Government - Guidelines for the voluntary house raising scheme (<https://www.environment.nsw.gov.au/research-and-publications/publications-search/guidelines-for-the-voluntary-house-raising-scheme>)
- Camden Council - Nepean River Floodplain Risk Management Plan (<https://yourvoice.camden.nsw.gov.au/floodplain-management/nepean-river-floodplain>)

Contact Us

Have questions or want to learn more? Please contact the team listed below.

- Name**
Floodplain Management Team
- Phone**
13 CAMDEN (13 226 336)
- Email**
floodplains@camden.nsw.gov.au (<mailto:floodplains@camden.nsw.gov.au?subject=>)
- In writing**
PO Box 183, Camden NSW 2570

For translation assistance please contact the *Australian Government Translating and Interpreting Service* on 131 450 and ask them to ring Camden Council on 13 226 336.

For hearing or speech assistance please contact the *National Relay Service* at [relayservice.gov.au](https://www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub) (<https://www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub>) and provide them with the Camden Council contact number 13 226 336.



Camden Council

- Phone: 13 CAMDEN (13 226336)
- Email: mail@camden.nsw.gov.au
- Website: www.camden.nsw.gov.au (<https://www.camden.nsw.gov.au/>)
- (<https://www.facebook.com/camdenCouncil>) (<https://www.instagram.com/camdenCouncilnsw>) (<https://www.linkedin.com/company/5651227>)
- (<https://www.youtube.com/channel/UCDEmViyIKjmirCmgJFvgliQ>)

- Privacy Policy (<https://yourvoice.camden.nsw.gov.au/privacy-policy>) |
- Terms of Use (<https://yourvoice.camden.nsw.gov.au/terms-use>) |
- Accessibility (<https://yourvoice.camden.nsw.gov.au/accessibility>) |
- Moderation (<https://yourvoice.camden.nsw.gov.au/moderation>) | (<https://www.socialpinpoint.com/>)
- Translation Disclaimer (<https://yourvoice.camden.nsw.gov.au/translation-disclaimer>)
- © 2024 Your Voice Camden (/). All rights reserved. Log In to Site (<https://yourvoice.camden.nsw.gov.au/login>)



Appendix H. Public Exhibition

Property Information Sheets

CONFIDENTIAL

Camden Council - March 2025 Quarterly Budget Review					Attachment 1
Summary of Contra Budget Review Variations Greater than \$20,000					
Expense \$	Change In Vote Income \$	Totals \$	Description	Comments	
Proposed Contra Adjustments				Legend: Expense Reduction - Positive figures, Expense Increase (Negative Figure) Income Increase - Positive figures, Income Reduction (Negative figure)	
Proposed Contra adjustments that have a NIL impact on Council's Budget:					
(500,000)	-	-	Working Funds Reserve - Transfer to Reserve	Salary savings have been realised from vacant positions within Council's staff structure during the first three quarters of the 2024/25 financial year. It is proposed to transfer these savings to the Working Funds Reserve to assist with the part-funding of the 2025/26 Budget.	
500,000	-		Corporate Salaries - Workforce Vacancy Savings		
185,000	-		DIS - Cyber Security - Technology Upgrade and Improvements	Cashflow adjustments are required for Council's Cyber Security and Digital Innovation Strategy projects in the 2024/25 Budget. It is proposed that this funding will be transferred to the Technology Improvements Reserve and delivered in the 2025/26 financial year.	
120,000	-	-	DIS - Enterprise Resource Planning Systems Review		
(305,000)	-		Technology Improvement Reserve - Transfer To Reserve		
(62,000)	-		Public Works Plant - Open Space Truck Purchase	Council has recently undertaken a competitive procurement process for the replacement of four open space trucks and two street sweepers (net cost of plant after trade-in \$982,000), which were scheduled for replacement this financial year. The shortfall in the original budget can be funded from the Plant Replacement Reserve. These vehicles are essential to maintaining current service levels and the fleet in a good condition.	
(240,000)	-	-	City Presentation Plant - Street Sweepers		
-	302,000		Plant Replacement Reserve - Transfer From Reserve		
(283,175)	-		Sportsfield Upgrades - Nugget Beams Amenities Building Upgrade	This budget adjustments represents the transfer of budget savings from Nuggets Beams Sportsfield Upgrade (Developer Contributions Reserve funded) and Sportsfield additional seating (Loan Reserve funded) Projects to offset additional funding required for the Nugget Beams Reserve Amenities Upgrade Stage 1 Project.	
283,175	-	-	Sportsfield Upgrades - Nugget Beames Playing Fields & Seating		
(90,900)	-		Sportsfield Improvements - Oran Park Baseball Facility - Council Contribution	In 2021 Council and GDC agreed that LS1 Baseball facility at O'keefe Drive , Catherine Field would be delivered under the Oran Park South VPA in lieu of monetary contributions. This budget adjustment addresses the increase in Council's contribution towards the stage 1 construction of the LS1 baseball field. The additional funding required is due to cost indexation and will be funded through the Developer Contributions Reserve. The total contribution paid is \$1.375million.	
-	90,900	-	Developer Contributions VPA Reserve - Transfer from Reserve		
(84,300)	-		Sportsfield Upgrades - Fairfax Reserve Changerooms and Storage	Anticipated savings for the Fairfax Reserve Sportsfield project are proposed to be transferred to Fairfax Reserve Changeroom and storage project. Both projects are funded from the Loan Reserve.	
84,300	-	-	Sportsfield Upgrades - Fairfax Reserve Playing Fields Improvements		
(68,750)	-		Bicentennial Equestrian Park - Masterplan	Additional funding is required for the delivery of the Bicentennial Equestrian Park Masterplan. It is proposed to fund this increase through savings realised from the fence installation / upgrade project.	
68,750	-	-	Bicentennial Equestrian Park - Fencing Renewal and Installation		
(40,000)	-		Building Improvements - MALC Shower facilities Upgrade	Funding is required to facilitate upgrade of showers at the Mount Annan Leisure Centre. Showers are leaking and leading to increased water bills at the site. It is proposed to fund this improvement works from Water Savings Action Plan Reserve.	
-	40,000	-	Water Savings Action Plan Reserve - Transfer From Reserve		
(22,143)	-		Bushcare Restoration - Elderslie Banksia Scrub Restoration	This adjustment recognises the grant funding received and approved project allocation in the 2024/25 budget.	
-	22,143	-	NSW State Government Grant - Grant Income		
(455,043)	455,043	-	Surplus / (Deficit) - March 2025 Proposed Contra Adjustments		



Camden Council

Quarterly Budget Review Statement

For the period ending 31 March 2025

Table of Contents

1. Income & Expenses Review Statement
2. Capital Budget Review Statement
3. Cash & Investments Budget Review Statement
4. Contracts Budget Review Statement
5. Consultancy & Legal Expenses Budget Review Statement
6. Key Performance Indicators Budget Review Statement

Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25**INCOME & EXPENSE****BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025**

(\$000's)	Original Budget	Approved Changes				Revised Budget	Proposed Variations this Qtr	Forecast Adjustments *	Notes	Projected Year End Result	Actual YTD
		Revotes	Other than by QBRS	Sep QBRS	Dec QBRS						
Income from Continuing Operations											
Rates and Annual Charges	112,010	-	-	-	408	112,418	-	-		112,418	82,845
User Charges and Fees	24,886	-	-	130	-	25,016	-	-		25,016	17,045
Interest & Investment Revenue	11,989	-	-	685	1,866	14,540	425	-	1	14,965	11,549
Other Revenues	1,264	-	-	-	-	1,264	-	-		1,264	1,284
Other Income	7,743	-	-	-	-	7,743	-	-		7,743	2,238
Grants & Contributions for Operating Purposes	9,761	1,742	675	135	54	12,367	22	-	2	12,389	3,591
Grants & Contributions for Capital Purposes - Cash	105,009	26,024	9,960	(5,511)	(47,033)	88,449	-	-		88,449	54,489
Contributions for Capital Purposes - Non Cash	108,984	-	-	-	-	108,984	-	-		108,984	-
Total Income from Continuing Operations	381,646	27,766	10,635	(4,561)	(44,705)	370,781	447	-		371,228	173,041
Expenses from Continuing Operations											
Employee Costs	73,369	-	42	489	-	73,900	(500)	-	3	73,400	61,153
Borrowing Costs	2,159	-	-	-	-	2,159	-	-		2,159	1,536
Materials and Contracts	72,983	5,923	615	(47)	683	80,157	296	(5,000)	4	75,453	51,924
Depreciation	33,934	-	-	-	-	33,934	-	-		33,934	25,018
Other Expenses	2,350	-	-	-	-	2,350	220	-	5	2,570	2,269
Total Expenses from Continuing Operations	184,795	5,923	657	442	683	192,500	16	(5,000)		187,516	141,900
Net Operating Result from Continuing Operations	196,851	21,843	9,978	(5,003)	(45,388)	178,281	431	5,000		183,712	31,141
Net Operating Result for the year before Grants and Contributions provided for Capital Purposes Surplus/(Deficit)	(17,142)	(4,181)	18	508	1,645	(19,152)	431	5,000		(13,721)	(23,348)
Reconciliation to Budget:											
Net Operating Result for the Year	196,851	21,843	9,978	(5,003)	(45,388)	178,281	431	5,000		183,712	
Less:											
Capital Purchases & Acquisitions	276,852	60,944	12,654	(3,969)	(116,896)	229,585	59	-		229,644	
Borrowing Expense (Principal)	3,523	-	-	-	-	3,523	-	-		3,523	
Non Cash - Fair Valuation Investment Properties	5,000	-	-	-	-	5,000	-	-		5,000	
Transfer to Restricted Assets	66,305	-	329	5,311	16,703	88,648	805	5,000		94,453	
	351,680	60,944	12,983	1,342	(100,193)	326,756	864	5,000		332,620	
Add:											
Non Cash Funded Items - Depreciation	33,934	-	-	-	-	33,934	-	-		33,934	
Funds from the Sale of Assets	527	-	850	-	-	1,377	-	-		1,377	
Loan Borrowings	18,911	-	400	-	(7,994)	11,317	-	-		11,317	
Transfer from Restricted Assets	101,457	39,101	1,755	6,345	(46,811)	101,847	433	-		102,280	
	154,829	39,101	3,005	6,345	(54,805)	148,475	433	-		148,908	
Net Budget Position - Surplus / (Deficit)	-	-	-	-	-	-	-	-		-	

* Note

1. Rates and Annual Charges income has been disclosed on a pro-rata basis to align with Council's Month End Account Reports

2. The following forecast adjustments have been identified, however they do not require Council approval at this stage:

Estimated operational revotes of \$5M

Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25

INCOME & EXPENSE

Recommended changes to revised budget

Budget Variations being recommended include the following material items:

Notes	Details
1	Interest & Investment Revenue - Increase in Income Increase in Investment Income - General Fund \$425K
2	Grants & Contributions for Operating Purposes - Increase in Income Elderslie Banksia Scrub Restoration Grant Income \$22K
3	Employee Costs - Decrease in Expense Workforce vacancy savings \$500K from the first three quarters of the 2024/25 financial year.
4	Materials and Contracts - Increase in Expense Road Material Recycling Feasibility Study \$30K, Street Tree Management \$160K, BEP Masterplan \$69K, Elderslie Banksia Scrub Restoration \$22K and an increase in other minor adjustments \$15K.
5	Other Expenses - Increase in Expense Interest payable on refundable bonds and deposits \$220K

Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25

CAPITAL BUDGET REVIEW**BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025**

(\$000's)	Original Budget	Approved Changes				Revised Budget	Proposed Variations this Qtr	Notes	Projected Year End Result	Actual YTD
		Revotes	Other than by QBRs	Sep QBRs	Dec QBRs					
Capital Expenditure										
New Assets										
- Transport & Road Infrastructure	56,428	19,580	3,212	(5,524)	(53,335)	20,361	-		20,361	7,888
- Stormwater & Drainage	239	59	30	(30)	27	325	-		325	143
- Parks & Playgrounds	10,000	-	-	-	-	10,000	-		10,000	-
- Recreation & Community Facilities	59,325	14,787	1,497	215	(41,006)	34,818	44	1	34,862	12,161
- Plant & Equipment	4,330	3,092	-	-	422	7,844	302	2	8,146	1,648
- Council Properties	5,629	2,031	1,496	-	(5,092)	4,064	84	3	4,148	464
- Other	623	813	(441)	-	21	1,016	(185)	4	831	346
New Assets (Works in Kind)										
- Transport & Road Infrastructure	64,576	-	-	-	-	64,576	-		64,576	35,487
- Stormwater & Drainage	33,560	-	-	-	-	33,560	-		33,560	20,722
- Parks & Playgrounds	10,848	-	-	-	-	10,848	-		10,848	7,768
Renewal Assets (Replacement)										
- Transport & Road Infrastructure	11,580	13,332	5,001	1,292	(11,430)	19,775			19,775	6,262
- Stormwater & Drainage	52	-	17	-	-	69			69	50
- Parks & Playgrounds	860	-	-	-	-	860			860	-
- Recreation & Community Facilities	9,419	2,799	(122)	145	(5,141)	7,100	(349)	5	6,751	4,412
- Council Properties	9,153	3,763	1,603	(67)	(1,362)	13,090	283	6	13,373	4,578
- Other	230	688	361	-	-	1,279	(120)	7	1,159	297
Total Capital Expenditure	276,852	60,944	12,654	(3,969)	(116,896)	229,585	59		229,644	102,226
Capital Funding										
Rates & Other Untied Funding	3,706	-	-	160	161	4,027			4,027	
Capital Grants & Contributions	71,091	26,024	8,342	(5,511)	(62,033)	37,913			37,913	
Reserves:										
- External Restrictions	70,484	21,813	355	83	(44,923)	47,812	91		47,903	
- Internal Restrictions	3,149	13,107	2,707	1,299	(2,107)	18,155	(32)		18,123	
New Loans	18,911	-	400	-	(7,994)	11,317			11,317	
Receipts from Sale of Assets:										
- Plant & Equipment	527	-	-	-	-	527			527	
- Land & Buildings	-	-	850	-	-	850			850	
\$7.11 Works in Kind Income (Non Cash)	58,819	-	-	-	-	58,819			58,819	
Infrastructure Dedicated under s80A	50,165	-	-	-	-	50,165			50,165	
Total Capital Funding	276,852	60,944	12,654	(3,969)	(116,896)	229,585	59		229,644	
Net Capital Funding - Surplus / (Deficit)	-	-	-	-	-	-	-		-	

Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25

CAPITAL BUDGET REVIEW

Recommended changes to revised budget

Budget Variations being recommended include the following material items:

Notes	Details
1	Recreation & Community Facilities (New Assets) - Increase in Expense Additional cost for baseball facility at Catherine Field \$91K, Nugget Beams Reserve Amenities Upgrade Stage 1 project savings (\$47K)
2	Plant & Equipment (New Assets) - Increase in Expense Funding for the replacement of street sweeper and open space trucks \$302K.
3	Council Properties (New Assets) - Increase in Expense Fairfax Reserve Changeroom and Storage Project \$84K
4	Information Technology (New Assets) - Decrease in Expense Cash flow adjustments for Cyber Security projects (\$185K).
5	Recreation & Community Facilities (Renewal) - Decrease in Expense BEP Fencing Renewal (\$69K), Nugget Beams Sportsfield Upgrade Project (\$236K), Fairfax Reserve Sportsfield Project (\$84K), Mount Annan Leisure Centre shower upgrade \$40K.
6	Council Properties (Renewal) - Increase in Expense Nugget Beams Reserve Amenities Upgrade Stage 1 Project \$283K.
7	Information Technology (Upgrade) - Decrease in Expense Adjustment for the Digital Innovation Strategy Project costs (\$120K)

Camden Council

CASH & INVESTMENTS**BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025**

(\$'000's)	Original Budget	Approved Changes				Revised Budget	Proposed Variations this Qtr	Projected Year End Result
		Revotes	Other than by QBRS	Sep QBRS	Dec QBRS			
Externally Restricted								
Developer Contributions	117,777	(20,180)	(637)	(83)	61,460	158,337	(91)	158,246
Biodiversity Pt A Reserve	229	-	(135)	-	(94)	-	-	-
Domestic Waste Management	10,102	(1,870)	-	-	(485)	7,747	-	7,747
Specific Purpose Unexpended Grants	6,408	(1,512)	103	460	452	5,911	-	5,911
Stormwater Management Levy	372	(294)	(6)	-	-	72	-	72
Total Externally Restricted	134,888	(23,856)	(675)	377	61,333	172,067	(91)	171,976
Internally Restricted								
Admin Building Reserve	549	(188)	-	-	-	361	-	361
Asset Renewal Reserve*	1,659	(340)	(307)	(53)	-	959	-	959
BEP and Town Farm Reserve	293	(224)	-	-	-	69	-	69
Biodiversity Pt B Reserve	1,709	(100)	-	(60)	-	1,549	-	1,549
Camden Parking Improvements Reserve	121	(121)	-	-	-	-	-	-
Camden Regional Economic Taskforce Reserve	22	(22)	-	-	-	-	-	-
Capital Works Reserve*	6,089	(786)	(499)	(1,437)	1,560	4,927	-	4,927
Cemetery Improvements	2,456	(104)	(114)	-	504	2,742	-	2,742
Commercial Waste Management	2,470	-	-	-	-	2,470	-	2,470
Loan Reserve	4,199	(4,199)	-	139	180	319	-	319
Contributions Reserve	1,123	(486)	-	-	-	637	-	637
Elections Reserve	-	-	-	-	-	-	-	-
Employee Leave Entitlements	2,997	-	(42)	-	-	2,955	-	2,955
Engineering Deposits Reserve	215	-	(10)	-	-	205	-	205
Expenditure Revotes Reserve	5,572	(5,572)	-	-	-	-	-	-
Family Day Care Reserve	3	-	-	-	-	3	-	3
Plant Replacement Reserve	2,270	(684)	-	-	-	1,586	(302)	1,284
Public Appeal Reserve	14	-	-	-	-	14	-	14
Risk Management	115	-	-	-	-	115	-	115
Stormwater Works (General Fund)	100	(26)	(5)	-	-	69	-	69
Technology Improvements Reserve	1,136	(1,136)	-	-	-	-	305	305
Technology Replacement Reserve	853	(847)	226	-	-	232	-	232
Unexpended Financial Assistance Grant Reserve	4,897	-	-	-	-	4,897	-	4,897
Water Savings Action Plan	182	-	-	-	-	182	(40)	142
Working Funds Reserve *	1,666	(410)	-	-	-	1,256	500	1,756
Work Health & Safety Reserve	333	-	-	-	(63)	270	-	270
Total Internally Restricted	41,043	(15,245)	(751)	(1,411)	2,181	25,817	463	26,280
Total Cash & Investments	175,931	(39,101)	(1,426)	(1,034)	63,514	197,884	372	198,256

* The uncommitted balance of the Capital Works Reserve will be \$1,217,200, Asset Renewal Reserve will be \$958,820 and the Working Funds Reserve will be \$1,000,000 if Council adopt the recommendations of this report at the May Council Meeting.

Cash & Investments Statement

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

The Cash at Bank amount for this period has been reconciled to Council's physical Bank Statements. The date of completion of this bank reconciliation is 31/03/25

CONTRACTS

BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025

Contractor	Contract detail & purpose	Contract Value	Start Date	Duration of Contract	Budgeted Y/N
Civotek Pty Ltd	Concrete Restoration September 2024 Combo Works Package	\$104,139	9 January 2025	3 months	Y
Isuzu Australia Limited	Supply and delivery OF Light Rigid Trucks with Beavertail body	\$442,698	14 January 2025	10.5 months	Y
Gauci Civil Contracting Pty Limited	Principal Contractor Waterworth Drive shared footpath & boardwalk (North)	\$323,225	23 January 2025	8 months	Y
Fully Charged Learning Pty Ltd	Leadership Development Program	\$222,000	30 January 2025	8 months	Y
Mosaic Insights Pty Ltd	Street Tree Master Plan	\$99,890	30 January 2025	5 months	Y
Angry Goat Trails Pty Ltd	Lake Yandel'ora Timber Boardwalk Repairs	\$85,911	3 February 2025	4 months	Y
Antoun's Construction Pty Ltd	Leppington - Demolition Works	\$170,000	12 February 2025	1.1 months	Y
Penske Australia Pty Ltd	Supply and Delivery of Side Loading Waste Compactors	\$3,641,673	13 February 2025	10 months	Y
AECOM Pty Ltd	Consultancy Services for Detailed Design of Five Major Projects	\$6,932,408	17 February 2025	10 months	Y
Growth Civil Landscapes Pty Ltd	Macarthur Park Retaining Wall	\$238,307	18 February 2025	3 months	Y
Gauci Civil Contracting Pty Limited	Construction of Shared Path on Cawdor Road Stage 1	\$1,754,020	19 February 2025	6 months	Y
GHD Pty Ltd	Lake Yandel'ora Risk Report	\$54,913	27 February 2025	6 months	Y
Morrison Low Consultants Pty Limited	Service Delivery Review	\$65,100	12 March 2025	3 months	Y
Stabilised Pavements of Australia Pty Limited	FY25 Pavement Stabilisation Program	\$356,855	20 March 2025	3 months	Y
Lamond Contracting Pty Ltd	FY25 Bluett Drive Road Bridge Erosion Repair	\$72,570	20 March 2025	1 month	Y

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

Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25

CONSULTANCY & LEGAL EXPENSES

BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025

Expense	YTD Expenditure	Budgeted Y/N
Consultancies	\$5,007,327	Y
Legal Fees	\$1,232,568	Y

Definition of a consultant:

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

Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25

KEY PERFORMANCE INDICATORS

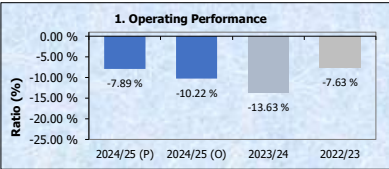
BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025						
(\$000's)	Current Projection		Original Budget	Actuals		Graphs
	Amounts	Indicator		Prior Periods		
	24/25	24/25		23/24	22/23	

NSW Local Government Industry Key Performance Indicators (OLG):

1. Operating Performance

Operating Revenue (excl. Capital) - Operating Expenses	-	13,721	-7.89%	-10.22%	-13.63 %	-7.63 %
Operating Revenue (excl. Capital Grants & Contributions)		173,795				

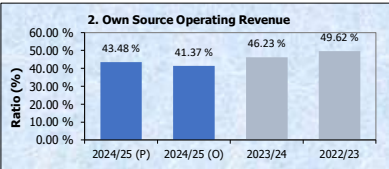
This ratio measures Council's achievement of containing operating expenditure within operating revenue.
Comment: This ratio includes forecast adjustments as displayed on page 1
Benchmark: > 0.00%



2. Own Source Operating Revenue

Operating Revenue (excl. ALL Grants & Contributions)	161,406	43.48%	41.37 %	46.23 %	49.62 %
Total Operating Revenue (incl. Capital Grants & Cont)	371,228				

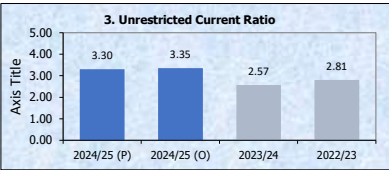
This measures the degree of reliance on external funding sources such as operating grants & contributions
Benchmark: > 60.00%



3. Unrestricted Current Ratio

Current Assets less all External Restrictions	104,434	3.30	3.35	2.57	2.81
Current Liabilities less Specific Purpose Liabilities	31,642				

The ability to meet short term financial obligations such as loans, payroll and leave entitlements.
Benchmark: > 1.5x

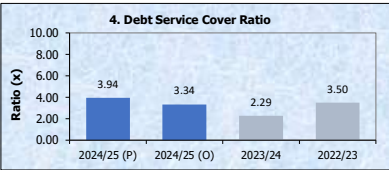


NSW Local Government Industry Key Performance Indicators (OLG):

4. Debt Service Cover Ratio

Operating Result before Interest & Dep. exp (EBITDA)	22,372	3.94	3.34	2.29	3.50
Principal Repayments + Borrowing Interest Costs	5,682				

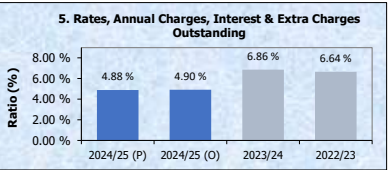
This ratio measures the availability of operating cash to service debt including interest, principal and lease payments.
Benchmark: > 2x



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

Rates, Annual & Extra Charges Outstanding	5,488	4.88%	4.90 %	6.86 %	6.64 %
Rates, Annual & Extra Charges Collectible	112,418				

To assess the impact of uncollected rates and annual charges on Council's liquidity.
Benchmark: < 5% metro



Camden Council

Quarterly Budget Review Statement
for the period 01/01/25 to 31/03/25

KEY PERFORMANCE INDICATORS

BUDGET REVIEW FOR THE QUARTER ENDED 31 MARCH 2025

(\$'000's)	Current Projection		Original Budget	Actuals Prior Periods	Graphs
	Amounts	Indicator			

6. Cash Expense Cover Ratio

Current Year's Cash & Cash Equivalents (incl.Term Deposits)	226,256	16.60	17.02	21.56	25.19
Operating & financing activities Cash Flow payments	163,511				

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

Benchmark: > 3 mths

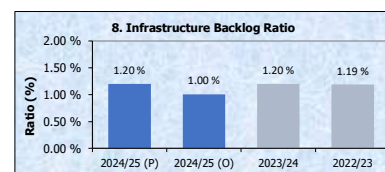
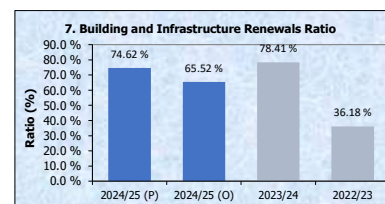
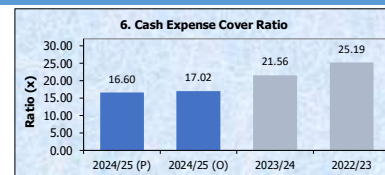
NSW Local Government Infrastructure Asset Performance Indicators (OLG):

7. Building and Infrastructure Renewals Ratio

Asset Renewals (Building, Infrastructure & Other Structures)	20,032	74.62 %	65.52 %	78.41 %	36.18 %
Depreciation, Amortisation & Impairment	26,847				

To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating.
Note: Depreciation is under review

Benchmark: >= 100.00%

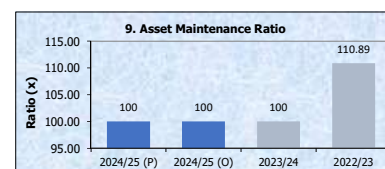


8. Infrastructure Backlog Ratio

Estimated cost to bring Assets to a satisfactory condition	25,156	1.20 %	1.00 %	1.20 %	1.19 %
Total value of Infrastructure, Building, Other Structures & depreciable Land Improvement Assets	2,096,580				

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

Benchmark: < 2.00%



9. Asset Maintenance Ratio

Actual Asset Maintenance	4,929	100.00	100.00	100.00	110.89
Required Asset Maintenance	4,929				

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

Benchmark: > 100%

NSW Local Government Infrastructure Asset Performance Indicators (OLG):

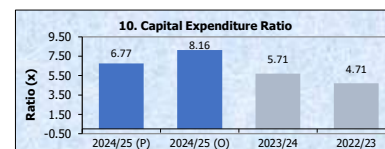
10. Capital Expenditure Ratio

Annual Capital Expenditure	229,644	6.77	8.16	5.71	4.71
Annual Depreciation	33,934				

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

Note: Depreciation is under review

Benchmark: > 1





Audit, Risk and Improvement Committee 4-Year Strategic Work Plan September 2024 to September 2028



camden
council

Introduction

Camden Council (Council) has established an Audit, Risk and Improvement Committee (ARIC) in compliance with section 428A of the *Local Government Act 1993* (Act), the *Local Government (General) Regulation 2021* and the Office of Local Government's *Guidelines for risk management and internal audit for local government in NSW* (Guidelines).

The ARIC operates under a Terms of Reference that is reviewed and adopted by Council annually. The ARIC Terms of Reference can be found [here](#).

Section 428A of the *Local Government Act 1993* requires the following:

428A Audit, Risk and Improvement Committee

- (1) *A council must appoint an Audit, Risk and Improvement Committee.*
- (2) *The Committee must keep under review the following aspects of the council's operations -*
 - (a) *compliance,*
 - (b) *risk management,*
 - (c) *fraud control,*
 - (d) *financial management,*
 - (e) *governance,*
 - (f) *implementation of the strategic plan, delivery program and strategies,*
 - (g) *service reviews,*
 - (h) *collection of performance measurement data by the council,*
 - (i) *any other matters prescribed by the regulations.*
- (3) *The Committee is also to provide information to the council for the purpose of improving the council's performance of its functions.*

The Guidelines advise that the ARIC must develop a strategic work plan every four years to ensure that all matters listed in section 428A of the Act are reviewed by the ARIC and considered by the internal audit function when developing their risk-based program of internal audits. The work plan should document:

- The goals and expected outcomes of the ARIC for the Council term
- Key organisational issues and risks faced by the Council and how the Committee will review these, and
- Key performance indicators to measure progress across the Council term.

The work plan is to be developed by the ARIC in consultation with the governing body, General Manager, Internal Audit Coordinator and relevant senior managers, and adopted by the governing body of the Council at the start of the Council term.

Objectives

The Audit, Risk and Improvement Committee's objective is to provide independent assurance to the governing body of Council by monitoring, reviewing and providing advice about the Council's governance processes, compliance, risk management and control frameworks, external accountability obligations and overall performance.

Goals and expected outcomes

The goals and expected outcomes of the ARIC across the Council term are as follows:

- Assist in achieving Council's strategic objectives by providing advice around governance arrangements in place to support Council's objectives
- To review and provide advice on matters listed in Schedule 1 of the Audit, Risk and Improvement Committee's Terms of Reference
- To provide an annual assessment to Council of the activities reviewed by the Committee, and to provide a comprehensive independent assessment each Council term on all matters listed in section 428A of the Act.

Key organisational issues and risks

Council's 4-Year Strategic Internal Audit Plan (Internal Audit Plan) is reviewed and updated annually and considers the key risks facing Council. The Internal Audit Plan considers these risks from an external and internal environment perspective. The Committee reviews this plan annually considering the risks identified. The following organisational issues and risks are included in the current Internal Audit Plan endorsed by the ARIC on 19 February 2025.

External environment

The Plan has been developed in an environment where there are a number of external factors that pose significant challenges to Council. These include:

- The significant population growth in the Camden local government area that is expected to continue resulting in added pressure on Council services.
- The need to advance fund the infrastructure, including the required land acquisitions, in anticipation of significant growth in new areas prior to the associated funding from development contributions coming to Council.
- Security and privacy exposures to Council's information, in particular as a result of increasing cyber security threats and exposure related to Personal Identifiable Information (PII) and emerging risks associated with Artificial Intelligence.
- The transfer of services between state and local government noting the move in recent years to transfer precinct planning responsibilities to councils.
- The *Statement of Expectations Order 2024* applying targets and other expectations to be reached in respect of development application assessment and planning proposals.
- The challenges in finding appropriate resources in a difficult employment market.
- Enhanced responsibilities of the Audit, Risk and Improvement Committee and associated attestation requirements of the General Manager.
- Increased requirements in relation to service reviews.
- The impact of climate change on the environment, infrastructure and planning.

- Increasing demands to manage the environment in a sustainable manner with limited resources.
- The increase in grant funding received by Council to undertake major construction and other projects and the capacity to undertake those projects.
- Continued financial sustainability associated with the increase in demand for services.
- Impacts of the Aerotropolis on Council services and facilities.
- Increases in cost of living posing risks to both costs to Council and also socio economic issues for residents of the LGA.
- Other socio-economic issues arising from population growth, high levels of youth unemployment, education standards, affordability of housing, mortgage stress, ageing population, and changing cultural demographic.
- The impact of sector wide recommendations from the Auditor-General as external auditor of all councils.
- Continued amendments to legislation resulting in additional activities and governance requirements (eg amendments to child safety requirements).

Internal environment

The internal environment also plays a significant role in the development of Council's Plan. A number of internal factors are considered in developing the Plan, including the following:

- Council continues to undergo rapid change due the continued growth at Council. This includes continued increases in staff and organisational structure changes including the introduction of a new directorate.
- The constant introduction and enhancement of new initiatives including the innovation space, service review program, and project management.
- Continuous change in Council's systems to accommodate the growing demands for online platforms and technology to enable the ability to undertake tasks efficiently and to address cyber threats.
- Organisational change management associated with the significant changes and growth at Council.
- A continuing need to effectively manage knowledge retention.
- The continuing maturity of Council's Enterprise Risk Management framework.
- The broad range of activities undertaken by Council.

The Internal Audit Plan also assesses the key risks of Council included in the risk register at that time and identifies areas of focus for internal audits. An Assurance Map has also been developed by the internal audit function and is reviewed by the Committee annually. The Assurance Map is considered when developing both the internal audit and ARIC work plans.

The internal audits identified as part of the Internal Audit Plan have been included in the ARIC workplan schedule included at Appendix 1.

Key Performance Indicators

The following Key Performance Indicators have been developed for measuring the performance of the ARIC across the Council term:

Key Performance Indicator	Mechanism	Target Outcome
Completion of ARIC annual work plan	Reporting to ARIC	Compliance with ARIC Work Plan Checklist reported to each ARIC meeting
	ARIC Annual Report	Assessment of each matter listed in Section 428A of Act included in ARIC Annual Report
Stakeholder satisfaction with performance of ARIC	Annual ARIC Self Assessment Survey	Positive results in ARIC Self Assessment Survey (score of 3 or higher noting performance range is 1 to 5)
Completion of ARIC four year work plan	Comprehensive Independent Assessment	Comprehensive independent assessment of all matters listed in section 428A of the Act reported to Council following each Council term.

In addition, a number of performance indicators have been developed to measure the performance of the Internal Audit Function. These are outlined in Council's Internal Audit Quality Assurance and Improvement Program with performance reported to the ARIC every six months.

Review of 4-Year ARIC Strategic Work Plan

The ARIC Strategic Work Plan is to be reviewed on an annual basis to ensure that it is dynamic, relevant and aligns to the Council's risk profile. The Committee may, in consultation with Council, vary the strategic work plan at any time to address new or emerging risks. The Council may also, by resolution, request the Committee to approve a variation to the Strategic Work Plan. Any decision to vary the Strategic Work Plan must be made by the Committee.

APPENDIX 1 – ARIC WORK PLAN SCHEDULE

The following ARIC four-year Work Plan schedule has been developed to ensure the Committee reviews and provides advice as appropriate on all matters listed in Schedule 1 of the ARIC Terms of Reference.

Schedule 1/LGA Act component	Name of Report/Presentation	Frequency
Internal Audit	Internal Audit Plan Status Update	5 times a year
	Internal Audit Charter	Annual
	Internal Audit Manual	Annual
	Internal Audit Plan	Annual
	Internal Audit Reports (as required - see Appendix 2 for approximate schedule)	As completed – Refer to Appendix 2
	Assurance Map	Annual
	Quality Assurance and Improvement Program	Annual
	6 Monthly Balanced Scorecard Report	6 monthly (one of the 6 monthly reports is contained within the Internal Audit Annual Report)
	Internal Audit Customer Satisfaction Survey Results	Annual
	Internal Audit Annual Report	Annual
	Internal Audit Self-Assessment	Annual (excludes external assessment year)
	External Assessment of Internal Audit function	Every 4 years – next due 2026/2027
	Audit Recommendations Implementation Status Update	Quarterly
External Audit	Engagement Plan	Annual
	Management Letters	As completed and at least annually
	Engagement Closing Report	Annual
	Financial Statements	Annual
Risk Management	Enterprise Risk Management	Quarterly
	Top Risks	6 monthly
	Emerging risks	6 monthly (or as required)
	Priority Projects	Quarterly
	Business Continuity Update	Annual
	Directorate Risk Presentations	every 6-12 months subject to agenda availability
	Insurance arrangements	Annual
	Work, Health and Safety Reporting	6 monthly
	Work, Health and Safety Audit	6 monthly

Schedule 1/LGA Act component	Name of Report/Presentation	Frequency
	Program	
	Asset Management Strategies/Plans	Once per Council term (minimum) – scheduled for 2025/2026
Compliance	Legislative Compliance Updates	Quarterly and Annual
	Reports from Authoritative Bodies	6 monthly
Fraud Control	Fraud Control Update	Annual
	Governance Information Report	6 monthly
	Governance Statistics Table	Every meeting (excludes financial statements meeting)
Financial Management	Financial Statements	Annual
	Budget Monitoring	6 monthly
	Accounting Standards Update	Annual
	Long Term Financial Plan	Annual
Governance	Policies and Procedures Review	Annual
	Cyber Security Updates	6 monthly
	Delegations of Authority Review	4 yearly
Strategic Planning	Community Strategic Plan	4 yearly
	Update on IP&R/Delivery Program Reporting	6 monthly
Service Reviews and Business Improvement	Update on service reviews outcomes	6 monthly (subject to agenda availability)
Performance Data and Measurement	Update on IP&R and Delivery Program Reporting	6 monthly
Council's Cyber Security Standard and Policy	Update on Cyber Security actions	6 monthly
Other Scheduled Reports/Presentations/Actions	Outcomes of Personal Identifiable Information (PII) audit	One-off – scheduled for 2024/2025
	ARIC Self-Assessment	Annual
	ARIC Annual Report	Annual
	ARIC 4-year Comprehensive Assessment	4 yearly
	ARIC 4 Year Strategic Plan and Annual Plan Review	Annual
	Post Implementation Review of Local Infrastructure Contributions Software	One off – scheduled for 2024/2025
	Review of effectiveness of contract management system after 12 months of operation	One off – scheduled for 2024/2025

APPENDIX 2 – ARIC WORK PLAN SCHEDULE

The following represents the planned timing of reporting of results from internal audits included in the ARIC endorsed Strategic Internal Audit Plan.

Schedule 1/LGA Act component	Internal Audit per IA Plan	Year 1	Year 2	Year 3	Year 4
Internal Audit	DRIVES24	√			
	Gifts and Benefits and Conflicts of Interest	√			
	Purchasing	√			
	Waste Management	√			
	Payment of Expenses and Provision of Facilities to Councillors	√			
	Floodplain Management	√			
	External Events on Council land	√			
	Information Management	√			
	Land Acquisitions	√			
	Grant Funding application and acquittal process	√			
	DRIVES24		√		
	Payroll		√		
	Asset Maintenance		√		
	Work, Health and Safety		√		
	Major Project periodic audit		√		
	IT Periodic audit		√		
	Fraud and Corruption Prevention		√		
	Integrated Planning and Reporting		√		
	Business Continuity and Disaster Recovery Planning		√		
	Grant Management		√		
	DRIVES24			√	
	Gifts and Benefits and Conflicts of Interest			√	
	Audit Recommendations Verification			√	
	Enterprise Risk Management			√	
	Payment of Expenses and Provision of Facilities to Councillors			√	
	Design Quality			√	
	Leppington Program			√	
	IT Periodic audit			√	
	Dangerous Dogs			√	
	Credit Cards			√	
	DRIVES24				√
	Accounts Payable				√
	Voluntary Planning Agreements				√

	and Development contributions				
	Planning Proposals				√
	Heavy Vehicles				√
	IT Periodic audit				√
	Major Project periodic audit				√
	Fire Safety				√
	Personally Identifiable Information follow up				√
	Budget monitoring				√



70 Central Avenue
Oran Park NSW 2570



13 22 63



mail@camden.nsw.gov.au



PO Box 183, Camden NSW 2570



www.camden.nsw.gov.au



Annual Internal Audit Plan to 30
September 2025
and Strategic Internal Audit Plan
1 October 2024 to 30 September 2028



camden
council

Introduction

This Strategic Internal Audit Plan (Plan) contains Camden Council's internal audit work program for the period 1 October 2024 to 30 September 2028 (Council term) and outlines the specific audit activity that will be undertaken. It is a four-year Internal Audit Plan that will be reviewed annually.

Part A provides an overview of the coverage across the four years from 1 October 2024 to 30 September 2028 and details of the internal audits to be delivered over the life of the Plan. This plan is supplemented by an Annual Internal Audit Plan for the period 1 October 2024 to 30 September 2025 that is included at Appendix 1.

Part B provides the budget and resources available and used to determine the four year program of audits.

Part C provides a list of potential audits identified during the analysis of Council risks that have been excluded from the four-year audit program. The risks associated with these audits may have been rated high, however capacity of both the internal audit function and Management, and previous audits and other assurance activities have been considered in developing the Plan.

Part D details the other tasks the internal audit function will be undertaking.

Part E outlines risks to implementation of the Plan and how they will be managed.

Internal audit Vision and Objectives

The purpose and vision for the internal audit function is:

Purpose: Provide assurance and advisory services to Council aimed at continuing to improve how Council provides its services to the community.

Vision: Our vision is to be a trusted internal audit function that delivers benchmark quality internal audit services that adds value to Council.

To achieve this vision the following objectives are in place:

- Provide periodical risk based independent assurance across various aspects of Council operations in accordance with a risk based internal audit plan.
- Provide meaningful audit recommendations and advisory services that contribute to the improved effectiveness of risk management, control and governance processes.
- Support the Audit, Risk and Improvement Committee to fulfil its requirements under the *Local Government Act 1993* and associated *Regulations*.

Methodology

In line with the *Guidelines for Internal Audit and Risk Management in Local Government in NSW*, the *Global Internal Audit Standards*, and best practice, the development of Council's four-year Plan aims to address the risks and priorities identified at Council and to provide an assessment of the controls in place to mitigate those risks.

To develop the Plan, a review of Council's risk registers was undertaken to identify and prioritise audits included. The risk registers were reviewed with a focus on those risks that had a 'Very High' or 'High' inherent risk rating under council's Enterprise Risk Management Framework. It should be noted that the Executive are currently in the process of reviewing Council's strategic risks. If there are any significant changes in Council's strategic risk profile, they will be considered as part of the next annual review of the Plan.

The Plan also considers the activities the Audit, Risk and Improvement Committee is to keep under review to assist the Committee in providing assurance to the governing body of Council and the General Manager on those activities.

Policy and regulatory audit requirements were also considered in developing the Plan, as well as the spread of audits across branches for the life of the Plan.

Industry risks were considered to ensure common local government risks were addressed where appropriate. This included continued consultation with the Local Government Internal Audit Network and a review of publications produced by bodies such as the Independent Commission against Corruption (ICAC), the Institute of Internal Auditors Australia, and the Audit Office of NSW.

Auditable components of those risks and priorities were then identified to generate a list of potential audits. This list was reviewed against Council's Community Strategic Plan and Delivery Program to ensure audits selected align with Council objectives. The previously endorsed audit program was also considered.

The Senior Management Team, the Executive Leadership Group, and the Project Assurance and Service Review teams were consulted to ensure the Plan captured Council's major risks and considered other activities of Council. This included meetings with each Manager and a presentation and discussion with the Executive on the proposed program. A list of those consulted is included in Appendix 6.

Council's Assurance Map was updated in consultation with Management and was considered when developing the internal audit plan to ensure there was no duplication of effort and that the internal audit program focuses on areas of risk with limited other assurance. The assurance map includes self-assessments, service reviews, external audit activities, and external assessments undertaken across Council's services and demonstrates the risks the assurances are provided over. This assurance map continues to be a work in progress and will be further enhanced over time.

The Plan is to be endorsed by the Audit, Risk and Improvement Committee prior to consultation with Council to finalise the Plan.

Risk/Priority ratings have been applied to each audit based on Council's Risk Matrix included at Appendix 3; the number of times the auditable area was identified as a potential risk to Council; policy or regulatory requirements to audit; other assurance provided as outlined in Council's Assurance Map; and discussions with Management and the Executive.

Risk/Priority rating 1 is applied where the inherent risk rating related to the audit topic was rated as very high and/or the risk was identified by multiple sources as a high priority.

Risk/Priority rating 2 applies where the inherent risk rating is high, and/or the risk was identified by a number of sources as a priority, and/or if required to be audited under an agreement or policy.

Risk/Priority rating 3 is applied where the inherent risk rating is medium or low, however still considered an industry risk and/or was raised by management as an area for audit but with a lower priority than those rated as priority 1 or 2.

External and Internal Environment

The external and internal environment were also considered in developing the Plan.

External environment


The Plan has been developed in an environment where there are a number of external factors that pose significant challenges to Council. These include:

- The significant population growth in the Camden local government area that is expected to continue resulting in added pressure on Council services.
- The need to advance fund the infrastructure, including the required land acquisitions, in anticipation of significant growth in new areas prior to the associated funding from development contributions coming to Council.
- Security and privacy exposures to Council's information, in particular as a result of increasing cyber security threats and exposure related to Personal Identifiable Information (PII) and emerging risks associated with Artificial Intelligence.
- The transfer of services between state and local government noting the move in recent years to transfer precinct planning responsibilities to councils.
- The *Statement of Expectations Order 2024* applying targets and other expectations to be reached in respect of development application assessment and planning proposals.
- The challenges in finding appropriate resources in a difficult employment market.
- Enhanced responsibilities of the Audit, Risk and Improvement Committee and associated attestation requirements of the General Manager.
- Increased requirements in relation to service reviews.
- The impact of climate change on the environment, infrastructure and planning.
- Increasing demands to manage the environment in a sustainable manner with limited resources.
- The increase in grant funding received by Council to undertake major construction and other projects and the capacity to undertake those projects.
- Continued financial sustainability associated with the increase in demand for services
- Impacts of the Aerotropolis on Council services and facilities.
- Increases in cost of living posing risks to both costs to Council and also socio economic issues for residents of the LGA.
- Other socio-economic issues arising from population growth, high levels of youth unemployment, education standards, affordability of housing, mortgage stress, ageing population, and changing cultural demographic.
- The impact of sector wide recommendations from the Auditor-General as external auditor of all councils.
- Continued amendments to legislation resulting in additional activities and governance requirements (eg amendments to child safety requirements).

Internal environment

The internal environment also plays a significant role in the development of Council's Plan. A number of internal factors are considered in developing the Plan, including the following:

- Council continues to undergo rapid change due to the continued growth at Council. This includes continued increases in staff and the potential for organisational structure changes.
- The constant introduction and enhancement of new initiatives including the innovation space, service review program, project management and assurance, and enhanced risk management framework.

- 
- Continuous change in Council's systems to accommodate the growing demands for online platforms and technology to enable the ability to undertake tasks efficiently and to address cyber threats.
 - Organisational change management associated with the significant changes and growth at Council.
 - A continuing need to effectively manage knowledge retention.
 - The continuing maturity of Council's Enterprise Risk Management framework
 - The broad range of activities undertaken by Council.

The development of the Plan considers the continuing complex and evolving control and operational environment for Council and local government as a whole.

Part A: Strategic Audit Plan Overview

Audit Coverage

The level of coverage has been set based on the number of man days available to internal audit and the budget and capacity for outsourcing audits. Internal audit time will also be spent on other activities as outlined in Part D.

Another point of consideration is the difficulty in estimating the extent of unplanned audit activity such as management request audits and investigations. In addition, as the Internal Audit function is still auditing some areas for the first time, the audits can identify additional issues that require further audit examination to determine the extent of the issues and recommend solutions.

External resources will be used to undertake a component of the audit program. In particular, expert consultants will be used to conduct specialised audits and investigations with internal audit performing an oversight role.

In developing the Plan, the audits already completed were considered. A program of follow up audits and audit recommendation verifications are included in the Plan to keep focus on high risk areas and to validate some of the more critical recommendations. Audits or reviews completed to date or currently in progress are:

Tendering	Business Improvement Plan
Procurement	Information Security Vulnerability Scan
Plant Replacement Program	Section 355
Policies and Procedures	Project Management
Inventory Management/Stores	Section 94 contributions and Voluntary Planning Agreements
Development Applications	Fraud and Corruption Prevention
Civic Centre Operations	Customer Request Management System/Customer Service
Review of Section 94 contributions on a development application	Gifts and Benefits Review
Payroll and Leave Management	Compliance Inspections
Maintenance of Supplier Master Files and Payments	Human Resources - Recruitment
Development and Review of Contributions Plans	Credit Cards
Events Management	Asset Management
Taxation	Payment of Expenses and Provision of Facilities to Councillors (conducted every two years)
Pandemic Response Lessons Learnt Review	Procurement and tendering follow up audit
Drives24 (conducted annually)	Property Acquisitions and Disposals
Section 10.7 Planning Certificates	Accounts Payable
Family Day Care	Development applications assessment and determination phase
Contract Management	Calculation and accounting for Section 7.11 Contributions

Development Certifications	Precinct Planning
Tree Inspections and Maintenance	Payroll
Fleet Management (in progress)	Budget Development
Verification of Contribution Plan Transfers (Reasonable Assurance audit report)	Cobbitty Bridge Project
Project Management	Investments
Dam Safety Management	Senior Executive and Management Recruitment
Swimming pools inspections	IT Incident Response
Audit Recommendations Verification	Essential 8
Waste Management element (in progress)	Conflicts of Interest and Gifts and Benefits (currently in progress and conducted every two years)

Internal Audit will also continue to consult with Councils' external auditors to consider their audit coverage and ensure limited overlap occurs.

Planned audits

The following table outlines the program of audits to be conducted over the next four years. Note that a more detailed version, inclusive of Council's associated risks and risk rating, outsourced audit budgets and resourcing, is included in Appendix 2.

For each audit topic listed, the following information is provided:

- The auditable area.
- Risk/Priority rating – as outlined in the Methodology section, a rating of 1 to 3 is given, where priority rating 1 are the highest risk audit topics identified and priority 3 are the lowest risk audit topics identified.
- The audit type.
- An indication of whether the audit is intended to be conducted in-house or outsourced via the use of an external consultant.
- The financial year and quarter the audit is scheduled to commence.
- The broad internal audit scope. Note that a detailed audit scope will be developed during the planning phase of each audit. This broad scope is intended to provide an overview of the likely coverage.
- The budgeted number of audit days planned on each audit is included in a more detailed version at Appendix 2. Note that these days represent Council's internal audit staff time only and does not factor in any external audit consultant time.
- The outsourced audit budget is included in a more detailed version at Appendix 2.
- Associated risk number from Council's strategic and operational risk registers noting that Appendix 4 includes the full risk descriptions and inherent and residual risk ratings considered.
- Associated objective number from Council's Community Strategic Plan (CSP) and/or delivery program noting that Council's CSP on a page is included at Appendix 5.

Program of Audits 1 October 2024 to 30 September 2028

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 1											
Waste Management	Operational	1	B4	OR212	Outsource	1				Waste & City Presentation	Audit of a component of Council's waste management processes to be conducted periodically. Potential components are: the collection of waste including a review of the systems used to record the delivery of this service and the monitoring of the domestic and commercial waste collections; review of the waste disposal contract monitoring and associated payments; review of appropriate collection and use of domestic waste levy charge; review of Key Performance Indicators and reporting to check accuracy and appropriateness.
Gifts and Benefits and Conflicts of Interest reviews	High level	2	L3	OR137	In-house	1				Legal and Governance	Periodical review of Council's Gifts and Benefits Register to ensure compliance with Council's Gifts and Benefits Policy. Periodical review of Council's Conflict of Interest Register to ensure compliance with Council's Code of Conduct and Conflict of Interest Procedure. Includes review of Pecuniary Interest Returns and Secondary Employment on this occasion. Note that these reviews are required under the relevant Policy and Procedure.
External Events on Council land	Compliance	2	W1	OR110	Outsource	2				Public Affairs / Various	Review of process for managing external events held on Council land to ensure compliance with Council policies and procedures and regulatory requirements/best practice. This review should consider risk management processes in place to ensure Council's obligations are met.
Purchasing	Compliance	1	L3	OR74	in-house	2				Finance and Property Services	Targeted sample testing to ensure controls are operating effectively to ensure compliance with quotation requirements for non-tender purchases and to test the appropriate use of emergency purchases and other exemptions.
Provision of Facilities and Payment of Expenses to Councillors	Compliance		L3	No direct risk, Policy requirement	In-house	3				Legal and Governance	Review of compliance with legislative requirements and Council's policy for Payment of Expenses and Provision of Equipment to the Mayor and Councillors. This audit is required under the Policy.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 1											
Information management	Compliance	1	L3	OR290	Outsource	3				Digital Technology and Innovation / All	Review of compliance with Information Management Policy and regulatory requirements. Review to include independent assessment using the Risk Management Assessment Tool (RMAT) from State Records. Audit to also assess compliance with naming conventions (précis) and indexing requirements in EDMS; processes for ensuring all records (manual and electronic) are included in EDMS and consideration of types of documentation and whether they have been appropriately categorised with the correct security in place. Audit is to consider all information/documents coming into Council and is not isolated to EDMS.
Flood Plain Management	Operational/ Compliance	1	B1	OR315/SR26	Outsource	3				Assets and Design Services	Audit to assess whether Council's Floodplain Risk Management Plans have been developed in accordance with the NSW Government Floodplain Development Manual and Floodplain Risk Management Guidelines as appropriate and to ensure that risks associated with flooding are being appropriately managed.
Drives24	Compliance	2	L3	OR42	In-house	4				Environment & Regulatory Services	Review of compliance with Transport for NSW Drives24 Terms of Access Agreement as required annually.
Land Acquisitions	Operational/ Compliance	1	LB2	OR185/OR306/SR29	Outsource	4				Finance and Property Services	Audit of a selection of land acquisitions to ensure Council's policies and procedures have been followed. This should include land acquisitions associated with the development of Leppington and consideration of whether probity risks have been addressed. It should also consider whether Council's Land Acquisitions Strategy and Procedure are being adhered to and that Council's Land Acquisitions Hardship Policy are being followed. The audit should also consider the accuracy of Goods and Services Tax (GST) calculations and accounting treatment for land acquisitions
Grant Funding application and acquittal process	High level/Compliance	1	L3	OR258	Inhouse	4				Numerous including Sport and Recreation and Finance	Audit of a small sample of Council grant applications to assess whether an appropriate level of scoping for the associated project has occurred. A small sample of grant acquittals to also be tested to ensure appropriate records are kept to evidence work performed.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 2											
Work, Health and Safety	Compliance	1	L3	OR202	Outsource		1			Safety & Risk	Audit of Council's Work, Health and Safety management systems and processes to ensure compliance with regulatory requirements
Grant Management	Compliance	2	W1	OR270	In-house		1			Community Outcomes	Audit of Council processes for the assessment and allocation of grants under Council's community grants program. Audit to consider compliance with regulatory requirements and best practice. Review to also assess the associated grants acquittal process.
Asset Maintenance	Operational	1	LB2	OR277	Outsource		2			Civil Construction & Maintenance / Asset & Design Services	Audit of processes to ensure maintenance activities are conducted in line with Council's Asset Management Strategy and Plan. Audit to also assess whether internal and community notifications of potential defects/repair requirements are actioned in line with service standards.
Payroll	Compliance	1	L3	OR35	Inhouse		2			People, Learning and Culture	Audit of the internal controls in place to ensure the accuracy of the calculation, recording and payment of Council's payroll. The audit is to focus on the interpretation of the Award in calculating the payroll. The audit should also verify recommendations from the previous audit have been implemented.
IT Cyber Security and IT Governance periodic audit	ICT Audit	1	LB1	OR205	Outsource		3			Digital Technology and Innovation	Periodical internal audit of an element of Cyber Security or IT Governance Controls to be conducted with industry risks and Management concerns to be considered when selecting topics. To include topics such as elements of Essential 8 assessment, IT Change Management, Cyber Incident Response and Reporting, Operational Technology Controls.
Major Project periodic audit	High-level/operational	1	LB2	OR100, OR102	Outsource		3			Major Projects/Corporate Performance and Customer Experience	Periodic audit to be conducted on one major project. To examine end to end process including forward planning, project management, procurement and contract management.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 2											
Fraud and Corruption Prevention follow up audit	High-level/operational	1	L3	OR136	Outsource		3			Legal and Governance / Safety and Risk	Follow up audit to ensure recommendations from previous audit have been effectively implemented. Audit to also assess Council's maturity using ICAC's <i>Assessing Corruption Control Maturity</i> publication
Integrated Planning and Reporting	Operational	2	All	OR13	In-house		4			Corporate Performance and Customer Experience	Review of performance measures developed as part of Council's delivery program to ensure they appropriately relate to the associated objectives. To test check the calculation of reported performance measures to ensure they are accurate and supported by evidence.
Business Continuity and Disaster Recovery Planning	ICT Audit/High-level review	1	L3	SR24	Outsource		4			Safety & Risk / Digital Technology and Innovation	Review the appropriateness of Council's Business Continuity Planning arrangements. Audit to include a review of Council's Business Continuity Plan (BCP) and IT Disaster Recovery Plan (DRP) for compliance with best practice and to assess the adequacy of testing undertaken.
Drives24	Compliance	2	L3	OR42	In-house		4	1		Environment & Regulatory Services	Review of compliance with Transport for NSW Drives24 Terms of Access Agreement as required annually.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 3											
Gifts and Benefits and Conflicts of Interest reviews	High level	2	L3	No direct risk	In-house			1		Legal and Governance	Periodical review of Council's Gifts and Benefits Register to ensure compliance with Council's Gifts and Benefits Policy. Periodical review of Council's Conflict of Interest Register to ensure compliance with Council's Code of Conduct and Conflict of Interest Procedure. Note that these reviews are required under the relevant Policy and Procedure.
Enterprise Risk Management	Compliance/ Operational	1	L3	No direct risk, All risks	Outsource			1		Safety and Risk	Assessment of Council's Enterprise Risk Management Framework against Australian Standard 31000:2018 and the OLG Guidelines for Risk Management and Internal Audit and associated local government regulations. Assessment to include a Risk Maturity Assessment and to also review the integration of risk management in Council business.
Credit Cards follow up audit	High-level	2	L3	OR74	Outsource			1		Finance and Property Services	Follow up audit to ensure recommendations from previous audit have been effectively implemented and to assess compliance with guidelines issued by Office of Local Government
Provision of Facilities and Payment of Expenses to Councillors	Compliance	2	L3	No direct risk, policy requirement	In-house			2		Legal and Governance	Review of compliance with legislative requirements and Council's policy for Payment of Expenses and Provision of Equipment to the Mayor and Councillors. This audit is required under the Policy.
Design Quality	Operational	1	LB2	OR320, OR47	Outsource			2		Asset and Design Services	Audit of process in place to design construction projects including ensuring the scope of the works is well defined and understood, appropriate stakeholder engagement occurs, and appropriate quality checks and approvals are in place.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 3											
IT Cyber Security and IT Governance periodic audit	ICT Audit	1	LB1	OR205	Outsource			2		Digital Technology and Innovation	Periodical internal audit of an element of Cyber Security or IT Governance Controls to be conducted with industry risks and Management concerns to be considered when selecting topics. To include topics such as elements of Essential 8 assessment, IT Change Management, Cyber Incident Response and Reporting, Operational Technology Controls.
Dangerous Dogs	Compliance	1	W3	OR209	In-house			3		Environment & Regulatory Services	Audit of Council's compliance with the Companion's Animal Act 1996 in respect of dangerous and menacing dogs.
External Quality Assessment of the Internal Audit function and Audit, Risk and Improvement Committee	Compliance	1	L3	No direct risk, Charter requirement	Outsource			3		Internal Audit	External Assessment of the performance of the Internal Audit function to assess compliance with the Global Internal Audit Standards and the OLG Guidelines on Risk Management and Internal Audit and local government regulations.
Drives24	Compliance	2	L3	OR42	In-house			4		Environment & Regulatory Services	Review of compliance with Transport for NSW Drives24 Terms of Access Agreement as required annually.
Leppington Program	Compliance/ Operational	1	LB2	OR305/SR16	Outsource			4		Growth and Infrastructure	Audit of the Leppington Program to ensure processes and controls are in place to deliver requirements on time, within budget (as appropriate) and to the appropriate standard. The audit should include a review of the risk assessment conducted for the program and testing that the internal controls in place to address identified risks are operating effectively.
Audit Recommendations Verification Audit	Compliance	*	L3	Multiple	In-house			4		All	Verify the implementation of a sample of audit recommendations from past audits including a sample of higher risk audit recommendations that have not yet been verified and have not been scheduled for follow up audit.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 4											
AP follow up	High-Level	2	L3	Fraud Risk Assessment Risk only	In-house				1	Finance and Property Services	Follow up audit of Accounts Payable to ensure recommendations from past audit have been implemented and that the accounts payable process has appropriate controls in place to ensure compliance with policies and procedures and delegation requirements.
VPA's and Development contributions	Compliance	1	LB2	OR30	Outsource				1	Contributions Planning	Audit of processes put in place in response to previous audits to validate recommendations have been implemented, are operating effectively and address the risks identified. In particular to review implementation of the new system and whether associated internal controls are in place. .
Planning proposals	Compliance	1	LB2	OR147, OR149	In-house				2	Strategic Planning	Review of planning proposal process to ensure fraud and corruption risks are adequately addressed and evidence exists to support decision making
Heavy vehicles	Compliance	1	L3	OR238	Outsource				2	Waste and City Presentation, Safety and Risk	Implementation of compliance with policies and procedures to ensure Heavy Vehicles legislative requirements are met. Review of implementation of actions from previous heavy vehicles review in Waste and City Presentation to ensure actions have been implemented.
IT Cyber Security and IT Governance periodic audit	ICT Audit	1	LB1	OR205	Outsource				2	Digital Technology and Innovation	Periodical internal audit of an element of Cyber Security or IT Governance Controls to be conducted with industry risks and Management concerns to be considered when selecting topics. To include topics such as elements of Essential 8 assessment, IT Change Management, Cyber Incident Response and Reporting, Operational Technology Controls.
Major Project Periodic audit	Compliance/ Operational	1	LB2	OR100, OR102	In-house				3	Major Projects/Corporate Performance and Customer Experience	Periodic audit to be conducted on one major project. To examine end to end process including forward planning, project management, procurement and contract management.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 4											
Fire Safety	Compliance	1	LB2	OR204	Outsource				3	Development Certification	Audit of compliance with policies and procedures and regulatory requirements for Council's fire safety program.
PII (Personally Identifiable Information) follow up audit	ICT Audit	1	L3	OR290	Outsource				4	Digital Technology and Innovation	Follow up audit of implementation of actions from the DTI initiated audit/review of Council's PII information and processes. Audit to check processes have been implemented to ensure only essential PII is kept and that appropriate security is in place for essential PII.
Drives24	Compliance	2	L3	OR42	In-house				4	Environment & Regulatory Services	Review of compliance with Transport for NSW Drives24 Terms of Access Agreement as required annually.
Budget monitoring	Operational	1	L3	OR286	In-house				4	Finance and Property Services/All	Review of branch management and organisation wide internal controls in place for monitoring Council's budget position and for ensuring Council's financial sustainability and ability to pay its liabilities is being tracked and effectively managed.



Part B: included as a confidential attachment

Part C: Plan Exclusions

The strategic audit planning process identified a number of risks and priorities and potential audit topics. Every effort has been made to ensure as many of those potential audits have been included in the work plan as possible. However, the inclusion of some topics was not possible. Some of these were not included purely due to the inability to complete under the current resource capacity. The capacity of Management was also considered in relation to internal audits and the implementation of recommendations as well as other continuous improvement activities undertaken by Council.

Below is a list of audits that have not been included in the current audit program but have been identified as risks and will be considered as part of future reviews of the Plan.

Audit Topic	Risk/Priority Rating	Last audited (including related topics) – Report issue date/comments
Recruitment – employment screening	1	<ul style="list-style-type: none"> Senior Executive and Management Recruitment 2024 Recruitment (below management) 2019 Management raised this as an area for audit and ICAC advised Senior Executive recruitment should be audited periodically. Intention is to include in Audit Recommendations implementation Verification internal audit.
Population forecasting	2	NA
Workforce planning/succession planning	2	NA
Insurance and Claims Management	2	Management have indicated although could be audited as in risk register, no trends indicating need. Note also that Council is part of Civic Risk Mutual that has it's own review program
Civic Centre follow up audit	2	Civic Centre audit – 2016 noting management advised there would be merit in auditing following re-opening. To be consider in future reviews of the Plan
Customer service cash handling	3	Level of cash collected by Council is not considered material
Social media and website	2	NA
Data integrity – section 10.7 Certificates	2	Section 10.7 Certificates internal audit – 2021 Management have advised there are no trends indicating concern

Audit Topic	Risk/Priority Rating	Last audited (including related topics) – Report issue date/comments
Media Responses	3	NA
Performance review process	2	Management raised this as an area for audit. To be considered as part of next review.
Compliance with Child Safety Framework	1	Management is currently implementing this framework and noted it would be valuable to audit once implemented. To consider in next review of Plan.
Delegations of Authority Review	2	New system being implemented. Raised by Management for review. To be considered on next review of Plan noting delegations are currently considered on individual audits.
Information security penetration audit	1	Vulnerability Scan - August 2017 and Chief Information Officer undertaking Penetration testing periodically with most recent in February 2023. Results reported to ARIC
Property leasing and maintenance of leased properties	2	Raised by Management as an area where assurance could be provided, however no indicators of significant concern.
Art collection/ Art Gallery	3	NA
Fees and charges	3	NA
Inventory/Stores	2	Inventory Management audit – 2016 Noting that this was advised as not considered high risk due to work recently undertaken however could be included in the program. Implementation of recommendations from the recent audit recommendations verification audit will be included in the next verification audit.
Waste management periodical audit	1	Noting internal audit currently in progress and intention is to schedule the next waste management audit late 2028.
CCTV	2	Under NSW Government Guidelines and Council Policy an internal audit 'should' be considered. At this stage as Council only has a small number of CCTV cameras not included on a risk based assessment. However should be reconsidered each year based on extent of cameras and any issues.

Audit Topic	Risk/Priority Rating	Last audited (including related topics) – Report issue date/comments
Volunteer Management	2	Noting this was raised for consideration by ARIC. New protocols in place and although happy to be audited, no significant concerns raised by Management.
Family Day Care	1	Excluded based on improvements made in recent years supported by recent external assessment and nothing that both a service review and next external assessment will occur during this plan period.
Dam Safety Management	2	Agreed with Management this should be a periodical audit every 4-5 years. To be included early in the new plan.
Review of process for release of information under GIPA	2	NA
Legislative Compliance	2	Excluded from audit because quarterly reporting already provided to ELG and ARIC. Each audit also considers legislative compliance. If audits indicate issues with reporting legislative compliance can reconsider inclusion.
Handling customer complaints	2	NA – but note occasionally internal audit has been requested to review the handling of a customer complaint.
Environmental Sustainability	2	Various activities being undertaken by Council to reach sustainability targets. To be considered on next review of Plan.
Asset capitalisation/valuation	1	Not included on Plan due to external audit coverage which will result in a duplication of effort.
Reserves Policy	2	Raised by ARIC for consideration in this review of the Plan. Not raised as a significant risk by Management nor in risk register. Other audits may also touch on this – for example Budget Monitoring.
Rates	2	Supplementary Rates review – 2024 Risk area in risk register however not raised by Management as a priority.
Community Hall and Facilities bookings	3	NA
Learning and Development system	3	NA

Audit Topic	Risk/Priority Rating	Last audited (including related topics) – Report issue date/comments
Procurement	1	Noting procurement is on the Plan in year 1 and has had multiple previous audits, this is one of the most common risks in local councils and was raised by Management for periodical audit. Capacity prevents including in the program however will be captured by Major Project periodical audit and audit recommendations verification audit.
Development applications	1	<ul style="list-style-type: none"> Audit Office Development applications pre-lodgement and lodgement performance audit – 2019 DA assessment and determination – 2022 To be included early in next Plan noting coverage also occurred in 2024 Audit Recommendations Verification internal audit.
Asset Management	1	Asset Management audit – 2019 and included in audit recommendations verification audit. External audit review an element of asset management each year and has shown continuous improvement. To be considered for early in next Plan.
Service Review framework	2	Noting that periodical reporting on the service program to ARIC to occur.
Accounts Receivable	3	NA
Contract Management follow up	1	<ul style="list-style-type: none"> Contract Management internal audit 2022. Include in major projects and audit recommendations verification audits.
Lease and hire agreements	3	NA
Compliance with Bonds Policy	2	Not raised as significant concern but considering the value of Bonds held assurance would be valuable. To consider on next review of Plan.
Building Maintenance System	3	NA

Part D: Other Audit Activities and Professional Development

Description of other internal audit activities

In addition to the program of audits to be undertaken by the internal audit function, a number of other audit activities have been factored into the work plan. These are outlined below.

Implementation of new risk management and internal audit framework

Implementation of requirements outlined in the OLG's *Guidelines for Risk Management and Internal Audit* and associated local government regulations. A gap analysis has been undertaken on the guidelines and a number of actions are required as a result. The majority of these have been actioned, however do create additional work. This includes additional reporting and workplans for the Audit, Risk and Improvement Committee; additional requirements for the development of the Internal Audit Plan; and attestations to be completed by the General Manager and associated supporting information.

Implementation of Global Internal Audit Standards

The Institute of Internal Auditors release Global Internal Audit Standards that are to apply from 9 January 2025. These Standards are much more comprehensive than the previous standards. A gap analysis has been undertaken on the Standards and a number of actions required as a result. This includes the development of an Internal Audit Strategy, the enhancement of documentation to support the review of the Internal Audit Plan and a number of other improvements.

Continuous review of the Strategic Internal Audit Plan and annual Work Plan

A review and update of the Strategic Internal Audit Plan, including an annual work plan to be developed each year.

Review and update of Audit, Risk and Improvement Committee Terms of Reference and Internal Audit Charter

A review of the Audit, Risk and Improvement Committee Terms of Reference and Internal Audit Charter to be undertaken annually and presented to the Audit, Risk and Improvement Committee and Council for consideration.

Audit, Risk and Improvement Committee Administration

Internal Audit will coordinate the drafting of agenda papers and preparation of minutes for each Audit, Risk and Improvement Committee meeting and consult with Committee members on any issues as they arise.

Investigations and Ad-hoc Reviews

Ad-hoc reviews will be conducted as required. These reviews will cover any issues/concerns raised by Management throughout the year and will be prioritised depending on perceived risk.

Internal Audit may also be required to assist with investigations at the request of the General Manager. This includes any section 11 reports to the Independent Commission Against Corruption and any referrals from the Commission.

Audit Recommendations Implementation Monitoring

Internal Audit will continue to maintain and monitor the audit recommendations database which includes liaising with Directors and Managers to obtain monthly status updates on their progress in implementing audit recommendations. This will inform a monthly corporate health indicator to the Executive Leadership Group, reporting to the Executive every two months on overdue and near due recommendations and a report to be provided four times per year to the Audit, Risk and Improvement Committee meeting summarising the status of each outstanding recommendation.

Enhancements to the reporting capabilities within Council's Audit Software module in CAMMS will also continue.

Liaison with external auditors

Internal Audit will consult with Council's external auditors from time to time on matters including:

- the identification of risk,
- audit activity to ensure no duplication of effort,
- provision of information at the request of external audit, and
- recommendations from external audits to ensure their implementation status are reported to the Audit, Risk and Improvement Committee.

Regular review of Internal Audit Manual

A review of Council's procedures for the planning, conduct and reporting of internal audit activity included in Council's Internal Audit Procedures Manual will be conducted annually.

Professional Participation and Local Government Internal Audit Network

Internal Audit will participate and liaise with professional bodies including the Local Government Internal Audit Network and the Institute of Internal Auditors. Involvement with these bodies assists in identifying any emerging issues in audit and corporate governance, and in sourcing resources for specialist activities.

Professional participation also includes attendance at training to fulfil required Continuous Professional Development hours (refer below for professional development plan).

Policy Reviews and Involvement in Probity matters

Internal Audit will review final draft policies from time to time to ensure they are compliant with best practice.

Internal Audit will also provide auditing/advisory services in relation to probity matters as they arise. This often occurs in relation to procurement matters, fraud and corruption prevention, or the development of probity plans required for some Council activities.

Continued implementation and Review of Quality Assurance and Improvement Program

In accordance with the Global Internal Audit Standards, a Quality Assurance and Improvement Program has been developed that requires a combination of internal assessments of internal audit activity and an external review every four years.

Regular reporting to Council's Audit, Risk and Improvement Committee as outlined in the Quality Assurance and Improvement Committee to occur.

Review of changes to legislation, better practice guidance and other authoritative publications

To keep up to date with Council legislative requirements and best practice, internal audit will devote time to the review of relevant authoritative publications. This may include new and amended legislation and other regulatory requirements, best practice guidance and other external reports produced by authoritative bodies.

Internal Audit will also facilitate any required gap analyses against such publications and the monitoring of any action plans developed as a result.

Various reporting requirements

Internal Audit will prepare other reports as required including the reporting of Audit, Risk and Improvement Committee meeting minutes to Council and the drafting of the annual report on the Committee and internal audit.

Other administration

A range of other administrative matters will be addressed as required on a regular basis.

Professional Development Plan

Council's internal audit team prepare a learning and development plan each year to ensure professional development requirements are met. To both maintain the respective continuing professional development requirements for professional designations; and to keep up to date in relation to best practice in internal audit; the following development plan is in place. The learning and development plan is a yearly plan that is updated in May each year noting that the below is for the forward year.

Position	Professional Development Plan	Timing
Internal Audit Coordinator	Local Government Internal Audit Network meetings – includes speakers from bodies such as ICAC, OLG, the Audit Office and other regulatory bodies as well as sharing best practice ideas between local government internal auditors	Approximately 3 half days per year
	Local Government Internal Audit Conference	2 half days day – November each year
	SOPAC conference or highlights conference or appropriate equivalent training	1-3 days per year
	Attendance at ICAC forum	½ day per year
	Various Corruption Prevention lunch time sessions	
Internal Audit Analyst	Local Government Internal Audit Network meetings (per above)	To attend at least 1 day per year
	Local Government Internal Audit Conference	2 half days – November each year
	Other appropriate training offered by Institute of Internal Audits related to upcoming audits	Dependent on available sessions
	Attendance at ICAC forum	½ day per year

In addition to the above plan, internal audit continues to examine further training offered by the Institute of Internal Auditors, ICAC and other bodies to ensure any relevant training is attended.

Part E: Risks to the Strategic Internal Audit Plan

The following risks have been identified that may impact the smooth running of the Internal Audit function. Strategies to mitigate those risks have also been included.


Risk	Potential impact if risk occurs	Mitigation strategy	Risk owner
Implementation of Global Internal Audit Standards and continued implementation of new OLG requirements are more resource intensive than anticipated	This has potential to delay the audit program.	Internal Audit Plan Status Update to each ARIC meeting to highlight issues early and consider options including outsourcing additional audits or revision of the Plan.	Internal Audit Coordinator and Audit, Risk and Improvement Committee
Sufficiently qualified internal audit consultants will not be available to assist in delivery of the audit program	This has the potential to delay the audit program and may also impact the quality of the audits undertaken.	Undertake annual quotation processes to provide more incentive to bidders and also lock in the audit consultants for a longer period.	Internal Audit Coordinator
Senior Management or Executive requests for investigations or additional audits impacting on the ability to complete the approved audit plan.	This has the potential to delay the completion of audits. Internal Audit also may be unable to respond to additional requests in a timely manner.	The internal audit program is to include a contingency for investigations and ad-hoc reviews. Under the charter, additional audits that take priority over the current audit program may be requested by the Executive Leadership Group and endorsed at the next Audit, Risk and Improvement Committee.	Internal Audit Coordinator and Audit, Risk and Improvement Committee
Audits taking longer than planned due a lack of information readily available to complete the audit in the scheduled time	The Internal Audit function continues to audit areas for the first time and as such the systems, data and other records may not have been assessed to determine how readily available information is. As such there is potential for audits to take longer than the budgeted time.	Regularly reporting to the General Manager and Audit, Risk and Improvement Committee on audit progress against plan to ensure appropriate monitoring and adequate explanations for delays.	Internal Audit Coordinator

Risk	Potential impact if risk occurs	Mitigation strategy	Risk owner
Audits identifying further issues that require additional audit work	This has the potential to delay the completion of audits and increase the associated costs.	Regularly reporting to the General Manager and Audit, Risk and Improvement Committee on audit progress against plan to ensure appropriate monitoring and adequate explanations for delays.	Internal Audit Coordinator
Number of audit recommendations becoming unmanageable by Council Management	This has the potential to negatively impact client relationships and may reduce the perceived value of the Internal Audit function to Council	Internal audit to regularly liaise with the Executive and Management during the audit planning phase, during audits and post audits to monitor the effectiveness of internal audits on Council operations. Use of customer satisfaction surveys after each audit and annual survey to assess any concerns and issues and determine appropriate action with results to be reported regularly to ARIC.	Internal Audit Coordinator

Appendix 1: Annual Internal Audit Plan 1 October 2024 to 30 September 2025

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 1											
Waste Management	Operational	1	B4	OR212	Outsource	1				Waste & City Presentation	Audit of a component of Council's waste management processes to be conducted periodically. Potential components are: the collection of waste including a review of the systems used to record the delivery of this service and the monitoring of the domestic and commercial waste collections; review of the waste disposal contract monitoring and associated payments; review of appropriate collection and use of domestic waste levy charge; review of Key Performance Indicators and reporting to check accuracy and appropriateness.
Gifts and Benefits and Conflicts of Interest reviews	High level	2	L3	OR137	In-house	1				Legal and Governance	Periodical review of Council's Gifts and Benefits Register to ensure compliance with Council's Gifts and Benefits Policy. Periodical review of Council's Conflict of Interest Register to ensure compliance with Council's Code of Conduct and Conflict of Interest Procedure. Includes review of Pecuniary Interest Returns and Secondary Employment on this occasion. Note that these reviews are required under the relevant Policy and Procedure.
External Events on Council land	Compliance	2	W1	OR110	Outsource	2				Public Affairs / Various	Review of process for managing external events held on Council land to ensure compliance with Council policies and procedures and regulatory requirements/best practice. This review should consider risk management processes in place to ensure Council's obligations are met.
Purchasing	Compliance	1	L3	OR74	in-house	2				Finance and Property Services	Targeted sample testing to ensure controls are operating effectively to ensure compliance with quotation requirements for non-tender purchases and to test the appropriate use of emergency purchases and other exemptions.
Provision of Facilities and Payment of Expenses to Councillors	Compliance		L3	No direct risk, Policy requirement	In-house	3				Legal and Governance	Review of compliance with legislative requirements and Council's policy for Payment of Expenses and Provision of Equipment to the Mayor and Councillors. This audit is required under the Policy.

AUDITABLE AREAS	Audit Type	PRIORITY RATING	CSP Objective #	Risk addressed #	Outsource/ In-house	2024/2025 Qtr	2025/2026 Qtr	2026/2027 Qtr	2027/2028 Qtr	Branch	BROAD INTERNAL AUDIT SCOPE
Year 1											
Information management	Compliance	1	L3	OR290	Outsource	3				Digital Technology and Innovation / All	Review of compliance with Information Management Policy and regulatory requirements. Review to include independent assessment using the Risk Management Assessment Tool (RMAT) from State Records. Audit to also assess compliance with naming conventions (précis) and indexing requirements in EDMS; processes for ensuring all records (manual and electronic) are included in EDMS and consideration of types of documentation and whether they have been appropriately categorised with the correct security in place. Audit is to consider all information/documents coming into Council and is not isolated to EDMS.
Flood Plain Management	Operational/ Compliance	1	B1	OR315/SR26	Outsource	3				Assets and Design Services	Audit to assess whether Council's Floodplain Risk Management Plans have been developed in accordance with the NSW Government Floodplain Development Manual and Floodplain Risk Management Guidelines as appropriate and to ensure that risks associated with flooding are being appropriately managed.
Drives24	Compliance	2	L3	OR42	In-house	4				Environment & Regulatory Services	Review of compliance with Transport for NSW Drives24 Terms of Access Agreement as required annually.
Land Acquisitions	Operational/ Compliance	1	LB2	OR185/OR306/SR29	Outsource	4				Finance and Property Services	Audit of a selection of land acquisitions to ensure Council's policies and procedures have been followed. This should include land acquisitions associated with the development of Leppington and consideration of whether probity risks have been addressed. It should also consider whether Council's Land Acquisitions Strategy and Procedure are being adhered to and that Council's Land Acquisitions Hardship Policy are being followed. The audit should also consider the accuracy of Goods and Services Tax (GST) calculations and accounting treatment for land acquisitions
Grant Funding application and acquittal process	High level/Compliance	1	L3	OR258	Inhouse	4				Numerous including Sport and Recreation and Finance	Audit of a small sample of Council grant applications to assess whether an appropriate level of scoping for the associated project has occurred. A small sample of grant acquittals to also be tested to ensure appropriate records are kept to evidence work performed.



Appendices 2 – 6: included as a confidential attachment



Investment Summary Report
March 2025

Camden Council
Executive Summary - March 2025



Investment HoldingsSources of Funds

	Amount (\$)	Current Yield (%)
Cash	30,699,596	4.42
Term Deposit	273,000,000	5.04
	303,699,596	

	Amount (\$)
Section 7.11 Developer Contributions	182,053,997
Restricted Grant Income	54,694,549
Externally Restricted Reserves	16,245,374
Internally Restricted Reserves	39,703,419
General Fund	11,002,257
Total Funds Invested	303,699,596

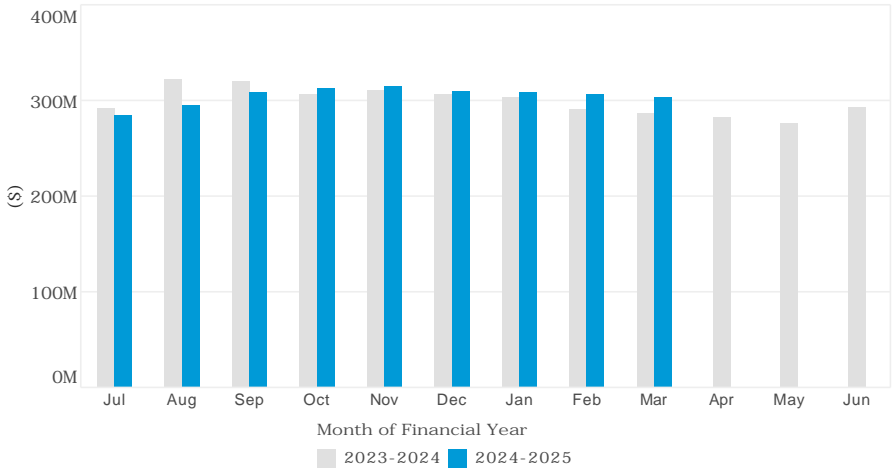
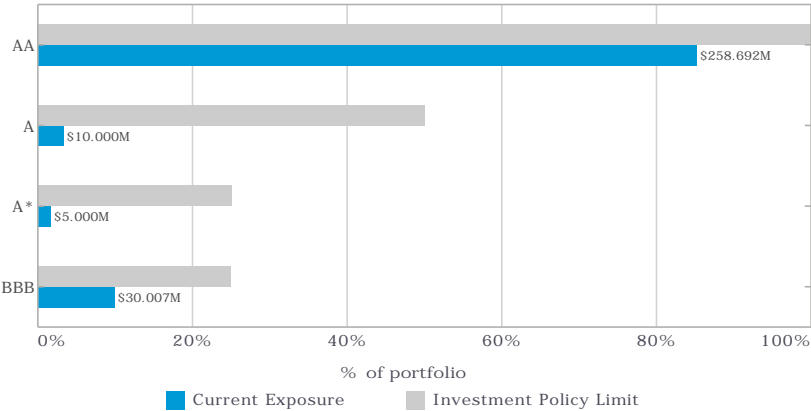
Term to Maturity

	Amount (\$)	Policy Max
Between 0 and 1 years	303,699,596	100% a
	303,699,596	

Council's investment portfolio has decreased by \$2.531M since the February reporting period. The decrease primarily relates to capital and operating expenditure during the month.

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

Total Credit ExposureInvestment Portfolio Balance



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

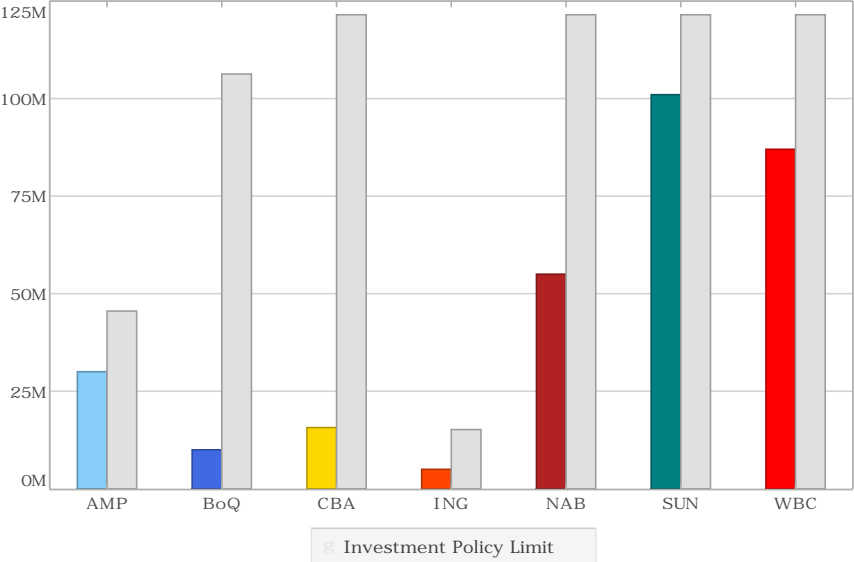




Camden Council
Individual Institutional Exposures Report - March 2025

Individual Institutional Exposures Individual Institutional Exposure Charts

	Current Exposures		Policy Limit		Capacity
AMP Bank (BBB+)	30.007M	9.88%	45.555M	15.00%	15.548M
Bank of Queensland (A-)	10.000M	3.29%	106.295M	35.00%	96.295M
Commonwealth Bank of Australia (AA-)	15.692M	5.17%	121.480M	40.00%	105.787M
ING Bank Australia [Foreign Sub] (A*)	5.000M	1.65%	15.185M	5.00%	10.185M
National Australia Bank (AA-)	55.000M	18.11%	121.480M	40.00%	66.480M
Suncorp Bank (AA-)	101.000M	33.26%	121.480M	40.00%	20.480M
Westpac Group (AA-)	87.000M	28.65%	121.480M	40.00%	34.480M
	303.7M				

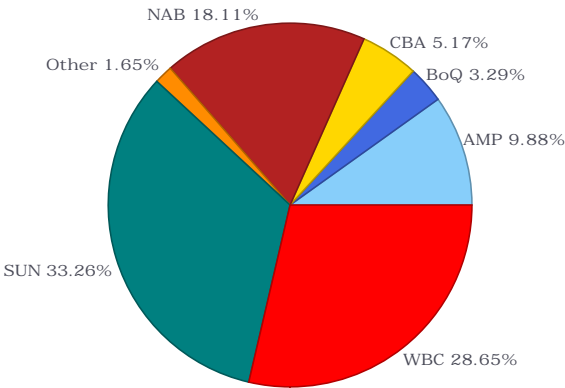


*Council's investment policy limits investments in foreign subsidiary banks which are monitored by APRA to a maximum 5% of the total portfolio in any single entity

Council's portfolio is within its individual institutional investment policy limits.

Council's portfolio is within its term to maturity investment policy limits.

Council's portfolio complies with the NSW Ministerial Investment Order.

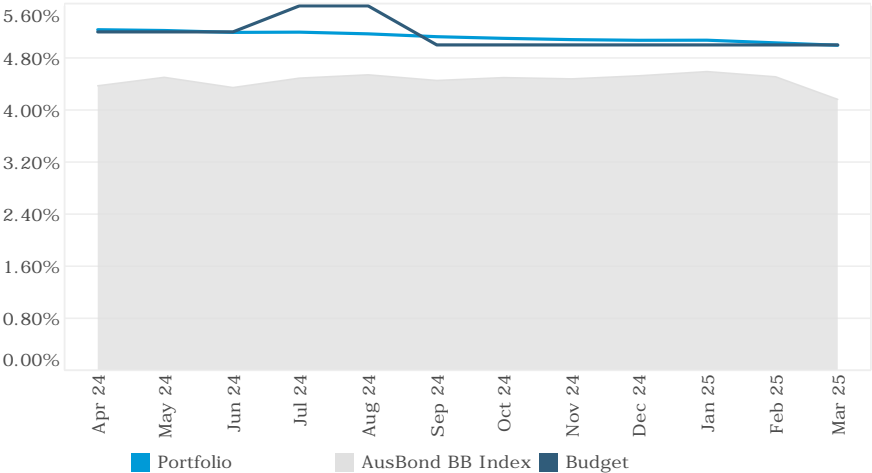




Camden Council
Performance Summary - March 2025

Interest SummaryInvestment Performance

Interest Summary as of March 2025	
Number of Investments	48
Average Days to Maturity	153
Weighted Portfolio Yield	4.99%
Cash Accounts Yield	4.42%
Highest Rate	5.45%
Lowest Rate	4.60%
Budget Rate	5.00%
Average BBSW (30 Day)	4.09%
Average BBSW (90 Day)	4.12%
Average BBSW (180 Day)	4.24%
Official Cash Rate	4.10%
AusBond Bank Bill Index	4.16%



Interest Received During the 2024/2025 Financial Year				
	March	Cumulative	Original Budget	Revised Budget
General Fund	\$268,854	\$3,004,825	\$2,552,000	\$3,602,000
Restricted	\$990,823	\$8,657,969	\$9,187,000	\$11,212,600
Total	\$1,259,677	\$11,662,794	\$11,739,000	\$14,814,600

March Review of the 2024/25 Budget

It is proposed to increase Investment Income projections by \$425,000 as part of the March 2025 Quarterly Review. Investment Income for the third quarter of the 2024/25 financial year has remained above budget expectations. The forecast interest rate remains at 5.0% reflecting current market rates. Council has had a higher level of funds available for Investment resulting in an increase in General Fund Investment Income of \$425,000. This has led to a projected total of General Fund Investment Income for the 2024/25 financial year of \$3.602 million.

Historical Performance Summary (% pa)			
	Portfolio	AusBond BB Index	Outperformance
Mar 2025	4.99%	4.16%	0.83%
Last 3 months	5.03%	4.42%	0.61%
Last 6 months	5.06%	4.46%	0.60%
Financial Year to Date	5.09%	4.47%	0.62%
Last 12 months	5.12%	4.46%	0.66%

Investment Performance

Council's portfolio returned 4.99%pa on a weighted average yield basis during March. This compares favourably with the Ausbond Bank Bill Index's return of 4.16%pa for the month.



Camden Council Investment Holdings Report - March 2025

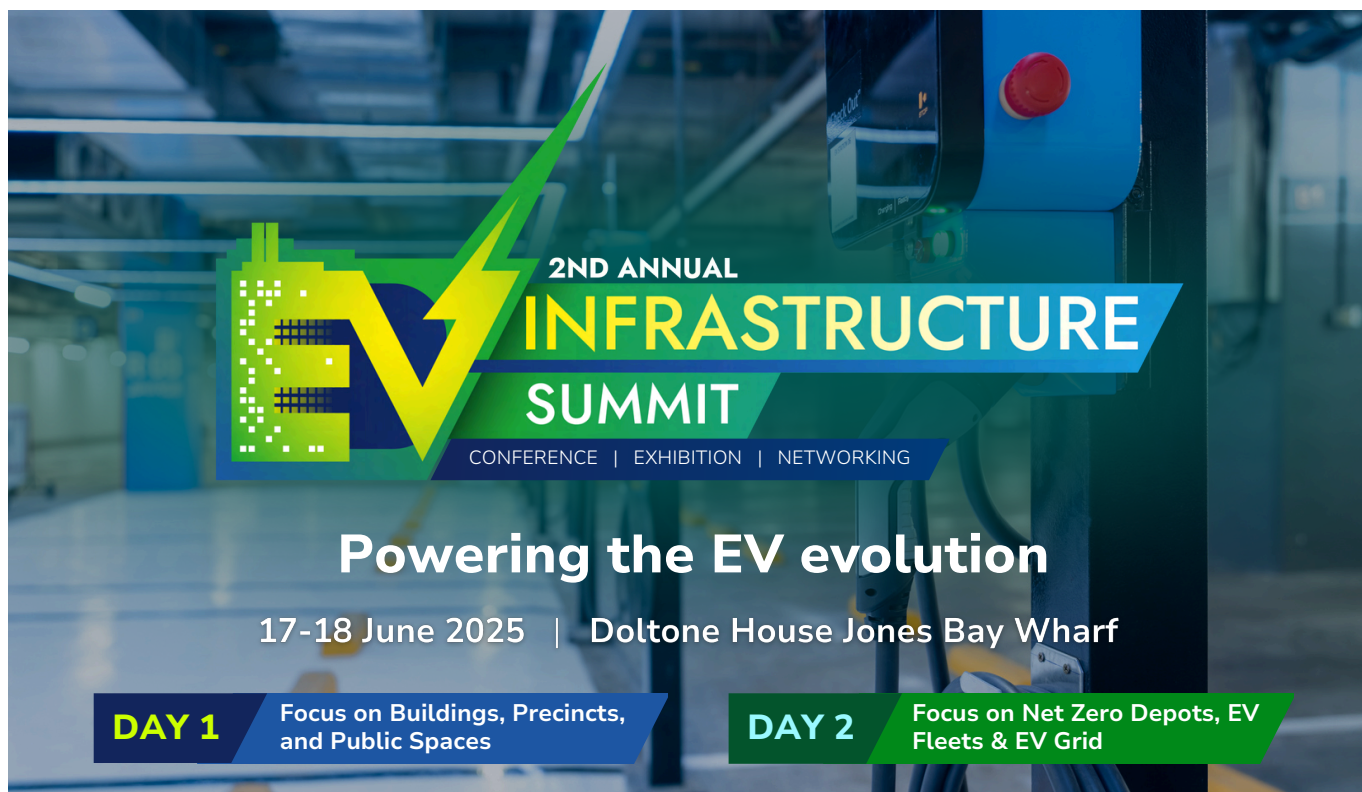
Cash Accounts						
Amount (\$)	Current Yield (%)	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference
1,392,390.21	4.05%	Commonwealth Bank of Australia	AA-	1,392,390.21	545023	General Acct
14,300,000.00	4.10%	Commonwealth Bank of Australia	AA-	14,300,000.00	535548	Call Acct
15,007,205.48	4.75%	AMP Bank	BBB+	15,007,205.48	545261	31d Notice
30,699,595.69				30,699,595.69		

Term Deposits											
Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference	
2-Apr-25	5,000,000.00	5.32%	Suncorp Bank	AA-	14-Jun-24	5,212,071.23	545183	212,071.23	At Maturity	3754	
8-Apr-25	5,000,000.00	5.35%	Suncorp Bank	AA-	19-Jun-24	5,209,602.74	545200	209,602.74	At Maturity	3755	
15-Apr-25	5,000,000.00	5.19%	ING Bank (Australia)	A*	15-Apr-24	5,249,546.58	545009	249,546.58	At Maturity	3742	
22-Apr-25	5,000,000.00	5.35%	Suncorp Bank	AA-	19-Jun-24	5,209,602.74	545201	209,602.74	At Maturity	3756	
29-Apr-25	5,000,000.00	5.17%	Westpac Group	AA-	24-Apr-24	5,242,210.96	545038	242,210.96	At Maturity	3743	
6-May-25	5,000,000.00	4.84%	Westpac Group	AA-	27-Aug-24	5,143,873.97	545398	143,873.97	At Maturity	3767	
13-May-25	5,000,000.00	5.25%	National Australia Bank	AA-	8-May-24	5,235,890.41	545075	235,890.41	At Maturity	3744	
20-May-25	5,000,000.00	4.90%	National Australia Bank	AA-	28-Aug-24	5,144,986.30	545415	144,986.30	At Maturity	3769	
29-May-25	5,000,000.00	5.24%	Westpac Group	AA-	29-May-24	5,220,367.12	545112	220,367.12	At Maturity	3748	
4-Jun-25	5,000,000.00	4.96%	Suncorp Bank	AA-	4-Sep-24	5,142,005.48	545453	142,005.48	At Maturity	3771	
10-Jun-25	5,000,000.00	5.20%	AMP Bank	BBB+	7-Aug-24	5,168,821.92	545329	168,821.92	At Maturity	3764	
16-Jun-25	5,000,000.00	5.20%	AMP Bank	BBB+	14-Aug-24	5,163,835.62	545356	163,835.62	At Maturity	3765	
18-Jun-25	5,000,000.00	5.25%	National Australia Bank	AA-	12-Jun-24	5,210,719.18	545168	210,719.18	Annually	3753	
24-Jun-25	5,000,000.00	4.96%	National Australia Bank	AA-	4-Sep-24	5,142,005.48	545452	142,005.48	At Maturity	3772	
26-Jun-25	5,000,000.00	5.30%	National Australia Bank	AA-	26-Jun-24	5,202,561.64	545212	202,561.64	At Maturity	3757	
2-Jul-25	10,000,000.00	5.45%	National Australia Bank	AA-	1-Jul-24	10,409,123.29	545220	409,123.29	Annually	3758	
9-Jul-25	10,000,000.00	5.10%	Suncorp Bank	AA-	9-Oct-24	10,243,123.29	545548	243,123.29	At Maturity	3778	
17-Jul-25	5,000,000.00	5.33%	National Australia Bank	AA-	17-Jul-24	5,188,375.34	545255	188,375.34	At Maturity	3760	
24-Jul-25	5,000,000.00	5.08%	Suncorp Bank	AA-	25-Oct-24	5,109,950.68	545582	109,950.68	At Maturity	3781	
31-Jul-25	10,000,000.00	5.27%	Westpac Group	AA-	30-Jul-24	10,353,739.73	545307	353,739.73	At Maturity	3762	
5-Aug-25	5,000,000.00	5.16%	Suncorp Bank	AA-	2-Dec-24	5,084,821.92	545666	84,821.92	At Maturity	3788	

Camden Council Investment Holdings Report - March 2025



Maturity Date	Amount (\$)	Rate	Institution	Credit Rating	Purchase Date	Amount plus Accrued Int (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
13-Aug-25	5,000,000.00	5.10%	Suncorp Bank	AA-	10-Oct-24	5,120,863.01	545559	120,863.01	At Maturity	3779
14-Aug-25	5,000,000.00	5.16%	Suncorp Bank	AA-	13-Dec-24	5,077,046.58	545705	77,046.58	At Maturity	3791
20-Aug-25	5,000,000.00	5.07%	Suncorp Bank	AA-	16-Oct-24	5,115,984.93	545568	115,984.93	At Maturity	3780
26-Aug-25	6,000,000.00	5.17%	Suncorp Bank	AA-	4-Dec-24	6,100,283.84	545675	100,283.84	At Maturity	3789
3-Sep-25	5,000,000.00	4.94%	Westpac Group	AA-	2-Sep-24	5,142,786.30	545436	142,786.30	At Maturity	3770
10-Sep-25	5,000,000.00	4.85%	National Australia Bank	AA-	11-Sep-24	5,134,205.48	545486	134,205.48	At Maturity	3773
17-Sep-25	5,000,000.00	4.80%	Westpac Group	AA-	18-Sep-24	5,128,219.18	545498	128,219.18	At Maturity	3774
24-Sep-25	5,000,000.00	4.90%	Westpac Group	AA-	23-Sep-24	5,127,534.25	545506	127,534.25	At Maturity	3775
25-Sep-25	5,000,000.00	4.78%	Bank of Queensland	A-	27-Mar-25	5,003,273.97	545961	3,273.97	At Maturity	3802
1-Oct-25	5,000,000.00	4.88%	National Australia Bank	AA-	30-Sep-24	5,122,334.25	545529	122,334.25	At Maturity	3777
7-Oct-25	5,000,000.00	5.04%	Suncorp Bank	AA-	5-Dec-24	5,080,778.08	545684	80,778.08	At Maturity	3790
14-Oct-25	5,000,000.00	5.05%	AMP Bank	BBB+	8-Jan-25	5,057,417.81	545724	57,417.81	At Maturity	3792
21-Oct-25	5,000,000.00	5.10%	Westpac Group	AA-	24-Oct-24	5,111,082.19	545583	111,082.19	At Maturity	3782
30-Oct-25	5,000,000.00	5.08%	Westpac Group	AA-	30-Oct-24	5,106,471.23	545589	106,471.23	At Maturity	3783
4-Nov-25	5,000,000.00	5.07%	National Australia Bank	AA-	27-Nov-24	5,086,815.07	545655	86,815.07	At Maturity	3733
11-Nov-25	7,000,000.00	5.12%	Westpac Group	AA-	8-Nov-24	7,141,396.16	545620	141,396.16	At Maturity	3784
18-Nov-25	5,000,000.00	5.18%	Westpac Group	AA-	13-Nov-24	5,098,632.88	545631	98,632.88	At Maturity	3785
25-Nov-25	5,000,000.00	5.14%	Westpac Group	AA-	18-Nov-24	5,094,350.68	545640	94,350.68	At Maturity	3786
2-Dec-25	5,000,000.00	4.96%	Suncorp Bank	AA-	22-Jan-25	5,046,882.19	545745	46,882.19	At Maturity	3794
11-Dec-25	5,000,000.00	4.60%	Bank of Queensland	A-	10-Mar-25	5,013,863.01	545891	13,863.01	At Maturity	3799
17-Dec-25	5,000,000.00	4.98%	Suncorp Bank	AA-	14-Jan-25	5,052,528.77	545734	52,528.77	At Maturity	3793
19-Dec-25	10,000,000.00	4.75%	Suncorp Bank	AA-	26-Mar-25	10,007,808.22	545959	7,808.22	At Maturity	3801
29-Jan-26	5,000,000.00	4.88%	Suncorp Bank	AA-	29-Jan-25	5,041,446.58	545756	41,446.58	At Maturity	3795
3-Feb-26	10,000,000.00	4.78%	Westpac Group	AA-	3-Feb-25	10,074,646.58	545762	74,646.58	At Maturity	3796
12-Feb-26	5,000,000.00	4.67%	Suncorp Bank	AA-	12-Mar-25	5,012,794.52	545908	12,794.52	At Maturity	3800
3-Mar-26	10,000,000.00	4.66%	Westpac Group	AA-	3-Mar-25	10,037,024.66	545993	37,024.66	At Maturity	3797
5-Mar-26	5,000,000.00	4.65%	Suncorp Bank	AA-	5-Mar-25	5,017,198.63	545849	17,198.63	At Maturity	3798
273,000,000.00						279,440,904.67		6,440,904.67		



**2ND ANNUAL
INFRASTRUCTURE
SUMMIT**

CONFERENCE | EXHIBITION | NETWORKING

Powering the EV evolution

17-18 June 2025 | Doltone House Jones Bay Wharf

DAY 1 Focus on Buildings, Precincts, and Public Spaces

DAY 2 Focus on Net Zero Depots, EV Fleets & EV Grid

SPEAKERS INCLUDE:



Matthijs Kok
Transition Manager,
EV Charging
City of Utrecht,
Netherlands



Suzana Barbir
Manager, Consumer
Information, Data &
Insights
NSW DCCEEW



**Rune Wiggo
Johnsen**
Incident Commander
(EV Fire Risk)
**Trøndelag Fire and
Rescue Service**



Alex Kelly
Project
Implementation
Manager - Zero
Emissions Delivery
IKEA



**Sveinung André
Kvalø**
Senior Adviser, Analysis
and Advisory Services
**Norwegian EV
Association**



Amy Dennis
Sustainability
Project Manager,
Kerbside Charging
City of Sydney



Luke Jenner
Chief Operating
Officer
Essential Energy



Natasha Menon
Fleet Strategy
Manager
AGL Energy



Ken Welsh
Team Leader
Strategic. Transport
**Inner West
Council**



Julia Lu
Head of
Electrification
RACV



Mark Trainor
Director, Asset
Management,
Property & Fleet
**Anglican Diocesan
Services**



Alina Dini
Head of Energy and
Infrastructure
**Electric Vehicle
Council**

Diamond Partner



Platinum Partners



Gold Partners



EV Partner



Innovation Partner



Advisory Partner



Roundtable Partner



Exhibitors



REGISTER TODAY:

+61 499 416 077

evinfrastructuresummit.com

FUTURE PLACE

ABOUT THE SUMMIT



Electrification will impact everything from commercial fleets and real estate to almost every sector of our economy. And the EV Infrastructure Summit is the event senior leaders attend to source the ideas and partners they need to make their organisations EV ready.

The **EV Infrastructure Summit** provides educational sessions on financing, infrastructure, operability, and ROI for EV charging. The Expo showcases real solutions, cost savings, and technological advances to infrastructure for all commercial and government organisations.

DAY 1 Focus on Buildings, Precincts, and Public Spaces

- ⚡ Global Lessons in V2G and Public Charging
- ⚡ Integrating Fast & L2 Charging into buildings and precincts
- ⚡ Navigating EVI Building Regulations and Planning Approval
- ⚡ Creating Charging Amenities for High-traffic Destinations
- ⚡ Retrofit Strategies for Net Zero EV Charging

DAY 2 Focus on Net Zero Depots, EV Fleets & EV Grid

- ⚡ Integrating EV fleet charging with net zero business planning
- ⚡ Developing transition plans and securing finance for EV fleets
- ⚡ Case studies on E-Mobility and Renewable Energy Integration
- ⚡ Building scalable sustainable smart EV charging services for fleets
- ⚡ V2G 'batteries on wheels' strategies for fleets, grids and cities

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

WHAT'S DIFFERENT ABOUT THIS YEAR'S EVENT?

This year's program builds on last year's foundation, introducing significant advancements in key areas of EV infrastructure. Highlights include:

- City council case studies showcasing innovative approaches to kerbside EV charging.
- A stronger emphasis on Vehicle-to-Grid (V2G), enabling EV batteries to support the energy grid.
- Focus on integrating renewable energy and community batteries to drive net-zero EV charging.
- Exploring solutions for heavy vehicle charging and addressing the grid impact of EV trucks.
- Enhanced strategies for understanding customer charging behaviour and optimising the user experience.

These updates reflect a shift toward more sustainable, integrated, and customer-centric solutions.

NETWORKING & COLLABORATION

The Summit will bring together 400 delegates from across Australia's EV infrastructure value chain, offering actionable insights on fleet management, sustainable charging infrastructure, and V2G strategies. This is your chance to collaborate, innovate, and shape the future of EV infrastructure. Join us for this exciting opportunity to shape the future of EV infrastructure while addressing the critical challenges and innovations that will define the path to a sustainable, electrified future.

WHAT CONTENT VALUE WILL YOU GET FROM ATTENDING THIS EVENT?

- 1 Understand EVCI Construction Code Requirements**
Learn how new NCC22 rules will shape future EVCI investments in property developments.
- 2 Best Practices for EVCI Retrofitting**
Get practical advice on retrofitting your buildings for large-scale EV charging.
- 3 Accelerate EVCI Service Value**
Discover strategies to meet tenant demand for e-mobility faster and more efficiently.
- 4 Finance Your EVCI Investments**
Learn about accessing government funding and partnerships to reduce financial strain.
- 5 Maximize EVCI Investment Returns**
Gain strategies to boost revenue and improve ROI from EV charging infrastructure.
- 6 Find Trusted Advisors for EVCI**
Learn how to avoid costly conflicts by working with independent energy advisors.
- 7 EV Transition Models for Fleets & Landlords**
Explore collaboration strategies for fleet operators and landlords during the EV shift.
- 8 Assess EV Transition Risks & Technology**
Get expert guidance on selecting the right technology for a successful fleet transition.
- 9 New E-Mobility Investment Models**
Explore emerging ownership and financing models like Energy-as-a-Service and Mobility-as-a-Service.
- 10 EVCI Maintenance for Properties & Fleets**
Learn strategies to maintain both electric and conventional vehicle fleets efficiently.
- 11 Prepare for V2G & 'Batteries on Wheels'**
Discover how V2G technology can transform your energy storage and usage.
- 12 Overcome Grid Constraints for EV Heavy Trucks**
Understand solutions to support EV truck charging and grid capacity challenges.
- 13 Scale E-Mobility Projects Effectively**
Learn practical steps for scaling your e-mobility projects and achieving net-zero transport goals.

WHO SHOULD ATTEND?



Property and Fleet market including:

- Owners and developers of property
- Consulting Engineers - AECs
- Urban Planners and Regulators
- Solar storage and microgrids
- Electrical consultants and architects
- Charge-point operators
- Grid connection services
- Charging equipment providers
- Energy, carbon data analytics
- Fleet Operators
- Fleet Suppliers
- EV Fleet Leasing
- EVCI Energy Services
- Industrial Hubs
- Integrated Buildings
- EV Fire Risk
- EVCI Data Analytics
- EVCI and Fleet Finance
- EVCI Maintenance

Job titles:

- Building & Environmental Services
- Property Development & Renovations
- Property Operations & Maintenance
- Facilities Management
- EV Charging for Buildings
- Energy Solutions & Deployment
- Sustainability, Finance & Procurement
- Energy Storage-DER Integration
- Decarbonisation & Net Zero
- Network Strategy & Future Grid
- Transport Decarbonisation Solutions
- E-Mobility in City Planning
- Fleet, Transport, Sustainability Planning
- Zero Emission Transport Engineer
- EV Charging & EV Procurement
- Energy Sourcing, Storage & Grid
- Sustainability, Finance & Procurement
- Decarbonisation & Net Zero Strategies
- Network Strategy & New Business

THANK YOU TO OUR PROGRAM ADVISORS

- **Dan Wigmore**, BDM Electric Vehicle Programs, **DCCEEW**
- **Ross De Rango**, Head of Energy and Infrastructure, **Electric Vehicle Council**
- **Mark Trainor**, Director, Asset Management, Property & Fleet, **Anglican Diocesan Services**
- **Natasha Menon**, Fleet Strategy Manager, **AGL**
- **Rachel Hollis**, Senior Development Manager, **NSW Dept of Planning, Housing and Infrastructure**
- **Bandula Subasinghe**, Senior Engineer, **Arup**
- **Evan Beaver**, CEO, **Charge Team**
- **Greg Schumann**, Director of Transport and Green Mobility ANZ, **ENGIE**
- **Heather Bone**, Director ESG, **Team Global Express**
- **Dean Economou**, Project Manager Net Zero Precincts, **Curtin University**
- **Neil Glozier**, Director - Energy and Sustainability, Pacific, **CBRE**
- **Darrin Crompton**, Retail Business Lead, **CS Energy**
- **Darren Fitzpatrick**, Senior Development Manager, EV Charging Infrastructure, **Ausgrid**
- **Marc Sibbald**, Fleet Director, **IPWEA**
- **Chris Cormack**, New Energy Director, **JLL**
- **Emily Carlson**, GM, EV Charging, EasyPark and Board Director, **Parking Australia**
- **Bjorn Siem**, Special Projects - Qfleet - **Queensland Government**
- **Anthony Headlam**, CEO and a Co-Founder, **NewVolt**

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

MEET YOUR SPEAKERS

We feature over 60 EVCI speakers including these well-known subject experts:



Matthijs Kok, Transition Manager, EV Charging, **City of Utrecht, Netherlands**

Matthijs Kok is the Transition Manager for EV Charging at the City of Utrecht, Netherlands, a global leader in EV adoption. Utrecht, a city of 350,000 just south of Amsterdam, is a testing ground for bidirectional-charging technologies that are gaining worldwide attention from automakers, engineers, city planners, and utilities. Matthijs is a driving force in Utrecht's energy transition, helping shape the city's strategy for integrating electric vehicles into its infrastructure. His work focuses on creating sustainable, smart solutions to accelerate EV adoption and reduce carbon emissions. Matthijs is helping position Utrecht as a model for other cities aiming for sustainable mobility and energy systems.



Emily Carson, GM, EV Charging, EasyPark and Board Director, **Parking Australia**

Emily Carson is the General Manager of EV Charging at EasyPark and a Board Director at Parking Australia. With 10 years of experience at the Metropolitan Police Service, Emily moved to Australia in 2016 and worked in Local Government until 2024. She brings expertise in parking, community transport, and fleet management, alongside a decade of volunteer work with organizations like the Red Cross. Emily is passionate about sustainability and enhancing customer experiences. She leverages innovation to drive improvements in EV charging services and contribute to sustainable urban mobility solutions. Her work focuses on making EV infrastructure more accessible and efficient.



Rune Wiggo Johnsen, Incident Commander (EV Fire Risk), **Trøndelag Fire and Rescue Service**

Rune Wiggo Johnsen is an Incident Commander at Trøndelag Fire and Rescue Service (TBRT) in Trondheim, Norway, with a focus on managing electric vehicle (EV) fire risks. He also serves as TBRT's Academic Officer and Traffic Instructor at the Norwegian Fire and Rescue School. Rune is highly regarded for his expertise in training both Norwegian and international fire and rescue services on best practices for handling accidents and fires involving electric and hybrid vehicles. His work enhances safety protocols for emergency responders dealing with EV-related incidents. Rune's role is pivotal in improving the preparedness and response to EV fires and accidents.



Alex Kelly, Project Implementation Manager - Zero Emissions Delivery, **IKEA**

Alex Kelly is the Project Implementation Manager for Zero Emissions Delivery at IKEA, leading the company's strategy to achieve 100% zero-emissions delivery by 2025. Her focus is on reducing transport emissions from truck deliveries to create a more sustainable, people- and planet-positive future. Before joining IKEA, Alex was the Policy Manager at the Electric Vehicle Council, where she advised government and industry on electric vehicle policies, particularly for commercial fleets and heavy vehicles. She co-authored the report Electric Trucks: Keeping Shelves Stocked in a Net-Zero World. Alex has been a key figure in Australia's EV industry since 2019, driving significant change in the sector.



Sveinung André Kvalø, Senior Adviser, Analysis and Advisory Services, **Norwegian EV Association**

Sveinung André Kvalø is a Senior Adviser in Analysis and Advisory Services at the Norwegian EV Association. He specializes in providing strategic insights into the electric vehicle (EV) sector, helping to shape Norway's transition to a fully electric transportation system. With EVs making up nearly 90% of the country's new car sales in 2024, Sveinung collaborates with government bodies, private organizations, and key stakeholders to drive this ambitious shift. He plays a critical role in supporting Norway's goal to phase out fossil fuel car sales by 2025. His work focuses on accelerating EV adoption and advancing sustainability in the transportation sector.

REGISTER TODAY:

+61 499 416 077

evinfrastructuresummit.com

FUTURE PLACE

MEET YOUR SPEAKERS



Amy Dennis, Sustainability Project Manager, **City of Sydney**

Amy Dennis is the Sustainability Project Manager in the Property Services team at the City of Sydney. She oversees the installation of public kerbside charging and private charging infrastructure for the city's fleet. Amy collaborates with Fleet Services and City Access & Transport to implement the Electrification of Transport in the City strategy. Her role focuses on advancing the city's sustainability goals and supporting the transition to electric transportation. Amy plays a key part in driving Sydney's efforts to reduce emissions and promote green mobility. Her work contributes to a more energy-efficient urban future.



Luke Jenner, Chief Operating Officer, **Essential Energy**

Luke Jenner is the Chief Operating Officer at Essential Energy, where he oversees a partnership with CSIRO to trial vehicle-to-grid (V2G) technology for home energy management. This collaboration aims to integrate smart appliances with EV batteries. Luke has extensive experience in the energy and mining sectors, holding senior management roles such as Executive Manager Engineering, General Manager Customer and Network Services, and General Manager People and Services at Essential Energy. He also has a background in engineering management with DBT (now HBT GmbH) and Royal Dutch Shell's underground coal division.



Dr. Alina Dini, Head of Energy and Infrastructure, **Electric Vehicle Council**

Dr. Alina Dini is an Advisory Director at Verdant Vision and Co-Founder of Women of Electric Vehicles ANZ (WoZEV). She specializes in solving challenges at the intersection of energy, mobility, and climate. A TEDx speaker, Alina has advised global organizations and consumers on adopting emerging technologies to reduce climate impact. She launched Tesla's \$2B credit trading program and authored impactful research on consumer energy adoption in APAC. Alina is also the founder of Whirl, an award-winning startup that enhances consumer access to electric vehicles. Known for her human-focused approach, she leads high-performance teams navigating the energy transition.



Ken Welsh, Team Leader Strategic, **Transport, Inner West Council**

Ken Welsh is the Team Leader for Strategic Transport Planning at Inner West Council in Sydney, a role he's held since 2018. With over 30 years of experience in transport planning, he specializes in integrating transport, land use, and community development. Ken has a strong focus on transport innovation and stakeholder engagement, providing practical solutions for both public and private sector transport challenges. Previously, he worked as an independent consultant and held senior roles with Sydney councils, including the City of Sydney and South Sydney City. Ken's expertise spans strategic transport planning, policy development, and master planning. He is dedicated to shaping sustainable and efficient transport systems for Sydney.



Julia Lu, Head of Electrification, **RACV**

Julia Lu is the Head of Electrification at RACV, bringing over 25 years of experience in energy, retail, technology, telecommunications, logistics, and education. She previously led Innovation and Strategy at AGL Energy and served as Growth Principal - E-Mobility, pioneering innovative EV charging solutions. Julia excels in combining strategic thinking, commercial insight, and empathetic leadership to drive business growth and innovation. She has successfully launched new ventures, scaled businesses, and mentored startups. A former award-winning university lecturer and author, Julia is passionate about sustainability and entrepreneurship. RACV, a trusted brand since 1903, offers exceptional services in motoring, mobility, home, energy, and leisure to its members.

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

MEET YOUR SPEAKERS



Mark Trainor, Director, Asset Management, Property & Fleet, **Anglican Diocesan Services**

Mark Trainor is the Director of Asset Management, Property & Fleet at Anglican Diocesan Services. He has extensive experience managing diverse property and fleet portfolios. Mark oversees the strategic planning, maintenance, and optimization of assets, ensuring they align with the organization's long-term goals. His focus is on enhancing operational efficiency, sustainability, and cost-effectiveness. Mark is committed to driving innovation and integrating sustainable practices across property management and fleet operations. He works to maximize the value of assets while reducing environmental impact. His leadership fosters a culture of operational excellence within the organization.



Ben Herrig, Country Director - Australia, **Fleete Group**

Ben Herrig is Country Director - Australia, at Fleete Group. Over the course of his nearly 30-year career, Ben has amassed deep expertise in public and private sector infrastructure development across the energy, property and transportation industries. As Country Director for Fleete Group, a Macquarie Asset Management-backed EV charging infrastructure and software provider, Ben is currently leading the rollout of the company's commercial electric vehicle charging hubs across Australia's Eastern Seaboard with a target opening date of 2026. Fleete's charging hubs and internally developed charging management software platform enable commercial fleet operators the opportunity to electrify their fleet by removing the capital and operational barriers associated with high-speed charging infrastructure.



Suzana Barbir, Manager, Consumer Information, Data & Insights, **NSW DCCEEW**

Suzana Barbir, Manager, Consumer Information, Data & Insights. Energy Climate Change and Sustainability (ECCS) Group. Department of Climate Change, Energy, the Environment and Water. NSW Government. Suzana is a senior leader with over 20 years' experience, combining commercial expertise and a commitment to sustainability. She is passionate about driving the shift to sustainable transportation and clean energy. With a background in engineering, business, and emerging technology, Suzana has led the delivery of EV charging infrastructure across NSW, championed low-emission initiatives, and empowered consumers to make informed decisions. As leader of the Consumer Information, Data, and Insights team, she demystifies electric vehicle adoption, providing clear, actionable insights to help people embrace cleaner, smarter commuting solutions.



Kevin Liang, Project Officer - Electric Fleets Programs, **NSW DCCEEW**

Kevin Liang, Project Officer, Electric Fleets Programs, Energy Climate Change and Sustainability (ECCS) Group. Department of Climate Change, Energy, the Environment and Water. NSW Government. Kevin is the Project Officer for the Net Zero Transport team which looks after Electric Vehicle programs for NSW Government. Currently in the electric fleets team, he is focused on delivering knowledge and advice to fleets of all sizes to help them along on their transition journey. His previous experience is within various automotive manufacturers and the market research industry.

REGISTER TODAY:

+61 499 416 077

evinfrastructuresummit.com

FUTURE PLACE

MEET YOUR SPEAKERS



Jonny Parker
CEO
Thundergrid
Landis+Gyr



Kate Cavanagh
Transport
Electrification Lead
CSIRO Energy



Sarah Guan
Strategic Transport Planner
Inner West Council



Kyle Bolto
CEO & Founder
Ohmie Go



Kai Li Lim
St Baker Fellow in E-
Mobility, Dow Centre for
Sustainable Engineering
Innovation
UQ



Emily Jiang
Building Sustainability
Contractor
Ku-ring-gai Council



Allan Lorraine
Director, EV
Solutions
Nayax Energy



Dean Economou
Project Manager Net
Zero Precincts
Curtin University



Victoria Hart
Manager, Sustainability
and Climate
Merri-bek City Council



Alistair Richardson
Founder & Director
Mojo Car Shar



Peter Vun
Team Leader Energy
Management & Net Zero
Strategy
Ku-ring-gai Council



Sam Kelley
EV Project Manager
Waverley, Woollahra
& Randwick Councils



Vincent Ng
Sustainable Transport
Officer
Kingston City Council



Sean Stove
Division Manager
E-mobility
ABB Australia



Marc Sibbald
Fleet Director
IPWEA



Natasha Menon
Fleet Strategy
Manager
AGL Energy



Leonard Tham
Director - Innovation,
Australia and NZ
Custom Fleet



Mark Darrah
GM
Reliance Transport



Marcin Jokiel
Sales Manager E-
mobility
ABB Australia



Scott Carden
Head of Engineering
NRMA



Bjorn Siem
Special Projects, Qfleet
Queensland
Government



Evan Beaver
Infrastructure Delivery
Lead
Evenergi



Danny Thai
EV Innovation Manager
Endeavour Energy



Nick Stowe
Fleet Lead
Hydro Tasmania



Gaby Tregurtha
Primary and
Transmission Engineer
Entura

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

MEET YOUR SPEAKERS



Gareth Mann
Managing Director
MTA Energy



Brenna Ross
Project Officer - Net Zero
Transport
NSW DCCEW



Adele Lausberg
Chief Advocacy Officer
Heavy Vehicle Industry
Australia



Anthony Headlam
CEO and Co-Founder
NewVolt



Heather Bone
Director of ESG, EV
Fleet Project Lead
Team Global Express



Peter Smith
Technology Manager
E-mobility
ABB Australia



Mark Lampard
CEO
go EV



Jonathon Dore
Manager, Distributed
Energy Resource Technical
Integration
AEMO



Naomi Wynn
Manager Net Zero
Partnerships and
Regulation - EV Charging
Ausgrid



Masha Ellis
New Energy Landscape
Offer Manager
Schneider Electric



Lucy Finlay
Standardisation and
Regulation Pacific Manager
Schneider Electric



Andrea Persico
EV Charging Specialist
Amped Consulting



Kriti Nagrath
Research Principal,
Institute for
Sustainable Futures
UTS



Rajeev Narayan
Business Manager - Power
Management & Control
IPD



Irene Kaur
Product Manager -
Energy Management, EV
Charging & LMS
IPD



Brian Spak
GM of Advocacy and Policy
Energy Consumers
Australia



Collin Jennings
Head of Government
Relations & Advocacy
MTA - NSW



Rushna Zahoor
Sales Specialist E-
Mobility
ABB Australia



Justin Harding
Head of Product Innovation
& Engineering, **Club Assist**,
& Board Member, **Renew**



Anthony Weinberg
Regional Environment
Program Manager,
Waverley
Woollahra & Randwick
Councils



Patrick Luxton
General Manager Energy
Value Chain
Ampol Australia



Geoff Anson
Chief Sales & Strategy
Officer
Microgrid Power Group

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

AGENDA DAY 1

Tuesday, 17th June 2025
Doltone House Jones Bay Wharf, Sydney

Buildings, Precincts, and Public Spaces



08:30 Conference Registration & Networking

08:55 FuturePlace Welcome



Rod McLauchlan
Event Director
FuturePlace

09:00 Chair's Welcome and Introduction

As the adoption of EVs increases, integrating efficient and accessible EV charging infrastructure into buildings, precincts, and public spaces becomes essential. This day will explore strategies for designing scalable, user-friendly charging solutions that meet the growing demand in urban environments.



Bjorn Siem
Special Projects - Qfleet
Queensland Government

CUSTOMER VALUE

09:10 INTERNATIONAL KEYNOTE | Developing V2G services for the City of Utrecht in the Netherlands

Utrecht is at the forefront of V2G technology, becoming the first region globally to deploy bidirectional charging at a large scale. The project harnesses the power of 10,000 EVs, providing up to 100 megawatts of flexible energy that can be fed back into the grid to mitigate congestion and enhance grid stability. Matthijs will discuss the technical, operational, and environmental aspects of V2G.

- V2G Technology and Grid Integration
- EVs as Distributed Energy Resources (DERs)
- Scalability and Future Applications



Matthijs Kok
Transition Manager, EV Charging
City of Utrecht, Netherlands

09:30 How CPO EV charging partnerships are shaping the future of charging in Australia

CPOs collaborate with retail, hospitality, and real estate sectors, locating chargers at shopping centers, restaurants, and workplaces, where customers or employees can conveniently recharge. These partnerships help CPOs reduce costs, increase foot traffic at these sites and lead to market innovations.

- Integration of charging infrastructure in smart urban systems
- Cost-effective infrastructure deployment partnership models
- Innovations in charging services including time-of-use pricing

09:50 PANEL | Electric Road Ahead: Positioning for future customer demand and V2G services

By 2050, EV batteries could make up 80% of the gross storage capacity in the NEM offering disruptive value to the grid and new lines of revenue. Our panel reviews the road ahead with a focus on:

- Consumer demand for EV charging solutions - Convenience, speed, and grid integration
- Supporting the role of Councils and the property sector in facilitating effective infrastructure deployment
- Partnership models for accelerating EVCI deployment, new revenue streams, and improved consumer access

Panelists include:



Sveinung André Kvalø
Senior Adviser, Analysis and
Advisory Services
Norwegian EV Association



Jonathan Parker
CEO
Thundergrid - Landis+Gyr
New Zealand



Kate Cavanagh
Transport Electrification Lead
CSIRO



Luke Jenner
COO
Essential Energy



Kevin Liang
Project Officer - Electric
Fleets Programs
NSW DCEEW



Moderator:
Suzana Barbir
Manager, Consumer
Information, Data & Insights
NSW DCEEW

AGENDA DAY 1

Tuesday, 17th June 2025
Doltone House Jones Bay Wharf, Sydney

Buildings, Precincts, and Public Spaces



10:30 Networking Break & Exhibition Viewing

FIND YOUR TRIBE

11:10 ROUNDTABLES: Implementing and managing public EV charging infrastructure

Delegates will engage in interactive Tribes focused on sharing valuable insights and feedback across various EVI subsectors. These dynamic sessions are designed to promote peer-to-peer learning, and encourage focused networking.

ROUNDTABLE 1 | EV COUNCILS – Preparing for V2G, Community Batteries, and EV Charging Partnerships

Moderators:



Ken Welsh
Team Leader
Strategic Transport
Inner West Council



Sarah Guan
Strategic Transport
Planner
Inner West Council

ROUNDTABLE 2

PROPERTY PARTNERSHIPS – Working with the Property Sector for EV Charging Projects

Moderators:



Kyle Bolto
CEO & Founder
Ohmie Go

ROUNDTABLE 3 | CONSUMER DATA – Leveraging EV charging data analytics and behaviour insights

Moderator:



Kai Li Lim
St Baker Fellow in E-Mobility, Dow Centre
for Sustainable Engineering Innovation,
UQ

ROUNDTABLE 4 | KERBSIDE CHARGING – Innovations in street-side charging infrastructure and customer service

Moderators:



Emily Jiang
Building Sustainability
Contractor
Ku-ring-gai Council



Brenna Ross
Project Officer - Net Zero
Transport
NSW DCCEW

ROUNDTABLE 5 | NET ZERO PRECINCTS – Creating onsite net zero energy

Moderator:



Geoff Anson
Chief Sales & Strategy Officer
Microgrid Power Group

ROUNDTABLE 6 | GRID INTEGRATION – Effective grid integration, smart charging, and demand-response systems

ROUNDTABLE 7 EV SMART CHARGING Harnessing smart grids and data for V2G optimisation

Reserved for Partner

ROUNDTABLE 8 CHARGING STATIONS – Technology selection, procurement, installation and maintenance

Reserved for Partner

ROUNDTABLE 9 EV INVESTMENT – Finance and investment models for EV Service Hubs and Net Zero Precincts

Reserved for Partner

12:20 Networking Lunch & Exhibition Viewing



REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

AGENDA DAY 1

Tuesday, 17th June 2025
Doltone House Jones Bay Wharf, Sydney

Buildings, Precincts, and Public Spaces



NET ZERO PRECINCTS

13:20 INNOVATION PANEL | Integrating EV charging with net zero energy and EV customer amenities

Our experts will delve into the latest strategies for creating smart, scalable charging networks that provide reliable service, reduce operational costs, and support the evolving needs of EV owners

- Developing scalable and Smart Charging networks
- Leveraging clean energy sources to power EV charging stations
- Innovating customer amenities to improve convenience

Panelists include:

Moderator:



Allan Lorraine
Director - EV Solutions
Nayax Energy



Emily Carson
GM, EV Charging, EasyPark and Board Director
Parking Australia

14:00 CASE STUDY | Net zero EV strategy and charging implementation across property assets

As part of their comprehensive sustainability strategy, Anglican Diocesan Services has integrated EV charging stations within their real estate assets, while simultaneously transitioning their fleet to electric vehicles. This shift is not only aligned with their environmental goals but also serves to reduce operating costs and improve energy efficiency across their operations.

- Integrating EV charging stations and electric vehicles to achieve sustainability goals
- Providing convenient and reliable EV charging solutions to meet customer demand
- Project Insights: Overcoming challenges and leveraging net zero energy technologies



Mark Trainor
Director, Asset Management, Property & Fleet
Anglican Diocesan Services

14:20 PANEL | Developing all electric communities with scalable e-mobility amenities

Our experts will share strategies for fostering clean energy charging hubs, accelerating the transition to electric communities, and advancing net zero precincts for EV charging.

- How can we enable communities and businesses to access affordable, reliable charging?
- What innovative business models can be implemented to speed up the adoption?
- Where should R&D efforts be directed to optimize the development and scalability?

Panelists include:

Moderator:



Dean Economou
Project Manager Net Zero Precincts
Curtin University



Victoria Hart
Manager, Sustainability and Climate
Merri-bek City Council



Alina Dini
Head of Energy and Infrastructure
Electric Vehicle Council



Alistair Richardson
Founder & Director
Mojo Car Share



Peter Vun
Team Leader Energy Management & Net Zero Strategy
Ku-ring-gai Council



Masha Ellis
New Energy Landscape Offer Manager
Schneider Electric

15:00 Networking Break & Exhibition Viewing

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

AGENDA DAY 1

Tuesday, 17th June 2025
Doltone House Jones Bay Wharf, Sydney

Buildings, Precincts, and Public Spaces



PUBLIC PLACES

15:30 CASE STUDY | Developing EV charging amenities for public high density zones

In this case study, Sam will discuss the challenges and strategies involved in balancing the demand for EV charging services with the limited availability of parking spaces in high-density urban areas. The focus will be on integrating EV charging infrastructure within the constraints of busy city environments.

- Balancing space constraints for integrating EV charging into high-density urban environments
- Innovative charging models that incorporate shared, public, and smart charging solutions
- How local councils, businesses, and residents can work together to support EV adoption



Sam Kelley
EV Project Manager, Waverley
Woollahra & Randwick Councils

15:50 CASE STUDY | Best practices for implementing pole mounted EV charging

We review using existing utility poles and streetlights to meet the growing demand for public electric vehicle charging while enabling equitable access to this infrastructure.

- Technical integration of charging points into existing utility poles and streetlights
- Ensuring fair distribution of charging stations to avoid disparity in charging access
- Navigating the grid requirements for installing pole-mounted charging solutions



Lucy Finlay
Standardisation and Regulation Pacific Manager
Schneider Electric

16:10 LOCKNOTE PANEL | Commercialisation - Go-to-market strategies, pricing strategies, value-adds, and user experience

The commercialisation of EV charging infrastructure requires a strategic approach to ensure widespread adoption, customer satisfaction, and profitability.

- Comparing sustainability hubs and kerbside pole-mounted services
- Co-locating community batteries and EVCI amenities
- V2G services in community owned developments?

Panelists include:



Amy Dennis
Sustainability Project Manager,
Kerbside Charging
City of Sydney



Ken Welsh
Team Leader Strategic, Transport
Inner West Council



Vincent Ng
Sustainable Transport Officer
Kingston City Council



Brian Spak
GM of Advocacy and Policy
Energy Consumers Australia



Moderator:
Anthony Weinberg
Regional Environment Program Manager
Waverley, Woollahra & Randwick Councils

16:50 Chairs closing remarks

17:00 Networking Drinks

REGISTER TODAY:

 +61 499 416 077

 evinfrastructuresummit.com

FUTURE PLACE

AGENDA DAY 2

Wednesday, 18th June 2025
Doltone House Jones Bay Wharf, Sydney

Net Zero Depots, EV Fleets & EV Grid



NET ZERO DEPOTS

09:00 Chair's Welcome and Introduction

Commercial large scale fleets need clear roadmaps to accelerate their shift to zero-emission vehicles and depots without compromising operational efficiency or safety. Power suppliers face the dual task of strengthening grid infrastructure while integrating renewable energy to charge the e-fleets.



Ben Herrig
Country Director - Australia
Fleete Group

09:10 INTERNATIONAL KEYNOTE | Building and managing a safe e-Depot for EV fleets

Rune is "Norway's foremost expert on EVs and EV fires". He's on active duty Fire Chief in Trondheim, Norway's third biggest city. He is responsible for training Norwegian fire officers on EVs and is assisting fire services worldwide with EV fire training and response.



Rune Wiggo Johnsen
Incident Commander
Trøndelag Fire and Rescue Service, Norway

09:30 FIRESIDE CHAT | Removing barriers to advancing EV Charging infrastructure

In this fireside chat, ABB Key Account Manager for Public Charging, Rushna Zahoor will chat to General Manager Energy Value Chain at Ampol, Patrick Luxton, on overcoming challenges associated with advancing EV charging infrastructure. Ampol will draw from their own experience developing a national EV charging network to share strategies for:

- Effectively integrating EV chargers at scale
- Navigating regulatory challenges
- Managing load
- Maximising availability
- Reducing total cost of ownership

Moderator:



Rushna Zahoor
Sales Specialist E-Mobility
ABB Australia

With



Patrick Luxton
General Manager Energy Value Chain
Ampol Australia

09:50 PANEL | Achieving e-mobility projects at scale by addressing key barriers

Most fleets are just beginning their transition. Our panel offers an assessment of the costs and benefits for net zero transport and outline practical steps you will need to follow to achieve the best results

- Building the e-mobility business case and implementing a balanced approach from trial to adoption
- Vendor partnerships – Interoperability traps, and new tech directions from V2G and smart charging
- Comparing grid impact when using charging infrastructure at depots and within shared public hubs

Panelists include:



Natasha Menon
Fleet Strategy Manager
AGL



Mark Darrah
GM
Reliance Transport, NZ



Sean Stove
Division Manager E-mobility
ABB Australia



Leonard Tham
Director - Innovation,
Australia and NZ
Custom Fleet



Alex Kelly
Project Implementation Manager
- Zero Emissions Delivery
IKEA



Moderator:

Marc Sibbald
Fleet Director
IPWEA

10:30 Networking Break & Exhibition Viewing

AGENDA DAY 2

Wednesday, 18th June 2025
Doltone House Jones Bay Wharf, Sydney

Net Zero Depots, EV Fleets & EV Grid



FIND YOUR TRIBE

11:10 ROUNDTABLES: Enabling EV Business Solutions

Delegates will engage in interactive Tribes focused on sharing valuable insights and feedback across various EVI subsectors. These dynamic sessions are designed to promote peer-to-peer learning, and encourage focused networking.

ROUNDTABLE 1 | CHARGERS - Navigating the jungle of charger manufacturers to simplify eMobility

Moderator:



Scott Carden
Head of Engineering
NRMA

ROUNDTABLE 2 | CHARGING OPERATIONS - Technical Challenges within EV Charging Stations

Moderators:



Rajeev Narayan
Business Manager - Power
Management & Control
IPD



Irene Kaur
Product Manager - Energy
Management, EV Charging
& LMS
IPD

ROUNDTABLE 3 | EV PEOPLE - Adapting to Change - Recruiting and building staff capacity for the EV transition

Moderators:



Collin Jennings
Head of Government Relations & Advocacy
MTA - NSW

ROUNDTABLE 4 | V2G FLEET - Commercial Pathways, Real-World Experiences and Pilot Programs

Moderators:



Evan Beaver
Infrastructure Delivery Lead
Evenson

ROUNDTABLE 5 | HEAVY TRUCKS - Building a Strategic Roadmap for Medium & Heavy Fleet Electrification

ROUNDTABLE 6 | SE-DEPOT OPRISK - Protecting your e-fleet and e-depot from Operational Risks and Fire Hazards

ROUNDTABLE 7 | NET ZERO CHARGING - Creating e-Depots and Charging Precincts with integrated Green Energy

ROUNDTABLE 8 | LOAD MANAGEMENT - Navigating Grid Constraints for smooth EV Charging operations

12:00 Networking Lunch & Exhibition Viewing

EV FLEETS

13:00 INNOVATION PANEL | Tech-driven Pathways to Support Large-Scale EV Charging

Our panel will explore the latest innovations and technology strategies essential for large-scale EV charging programs, focusing on the roles of various stakeholders.

- Discussing the role of AI, data analytics, and smart grids in optimizing charging
- Exploring technologies and strategies to minimize risks in large-scale EV charging deployments
- Identifying scalable and profitable business models for EV charger operators

Moderator:



Danny Thai
EV Innovation Manager
Endeavour Energy

AGENDA DAY 2

Wednesday, 18th June 2025
Doltone House Jones Bay Wharf, Sydney

Net Zero Depots, EV Fleets & EV Grid



13:40 CASE STUDY | EVCI strategies for supporting electric fleets in city operations

This case study examines the key challenges and opportunities involved in transitioning city fleets to electric vehicles and establishing effective charging infrastructure.

- Developing strategies for electrifying heavy trucks and off-road vehicles
- Creating reliable charging stations to support electrified equipment in remote locations
- Assessing the environmental and financial advantages of fleet electrification

14:00 CASE STUDY | Creating e-Depot infrastructure for effective e-Fleet operations

Hydro Tasmania has developed a state-of-the-art e-depot infrastructure to support its growing fleet of electric vehicles. This case study explores how Hydro Tasmania's innovative approach to charging stations and fleet management is driving the transition to sustainable operations and cost efficiency.

- Building a Robust e-Depot: Insights into the design and development of charging infrastructure
- How the integration of smart charging and sustainable technologies enhances operational efficiency
- Strategies for expanding e-depot infrastructure to support the long-term growth of the electric fleet



Nick Stowe
Fleet Lead
Hydro Tasmania



Gaby Tregurtha
Primary and Transmission Engineer
Entura

14:20 PANEL | Scaling Smart EV Charging: Building future-ready infrastructure for fleets

The shift to electric vehicles and the growth of EV charging present significant challenges for asset owners across industries, especially in managing safety, infrastructure compatibility, and evolving standards. Our panel will discuss key issues on integrating energy management and DER orchestration.

- Safeguarding users and preventing system overloads as EV charging networks expand
- Seamlessly integrating chargers with existing energy systems and ensuring EV model compatibility
- Developing future-proof infrastructure to support V2G services and the Megawatt Charging System

Panelists include:



Gareth Mann
Managing Director
MTA Energy



Andrea Persico
EV Charging Specialist
Amped Consulting



Justin Harding
Head of Product Innovation & Engineering, **Club Assist**, Board Member, **Renew**

15:00 Networking Break & Exhibition Viewing

FLEET TO GRID

15:30 PANEL | Overcoming grid constraints for EV heavy truck charging

As electric trucks are gaining traction as a sustainable alternative to traditional diesel trucks, the size of their batteries is looming as a key risk – and opportunity. How will truck charging impact the Grid?

- Addressing grid stability and balancing load to avoid overloading local infrastructure
- Implementing smart charging solutions leveraging technologies like V2G and DR programs
- Enhancing capacity in key areas where charging stations for heavy-duty EVs are concentrated

Panelists include:



Anthony Headlam
CEO and a Co-Founder
NewVolt



Heather Bone
Director ESG
Team Global Express

Moderator:



Adele Lausberg
Chief Advocacy Officer
Heavy Vehicle Industry Australia



Mark Lampard
CEO
go EV



Peter Smith
Technology Manager E-mobility
ABB Australia

REGISTER TODAY:



+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

AGENDA DAY 2

Wednesday, 18th June 2025
Doltone House Jones Bay Wharf, Sydney

Net Zero Depots, EV Fleets & EV Grid



16:00 LOCKNOTE PANEL | e-Fleet Flex – Preparing for V2G and the EV Grid ‘batteries on wheels’

V2G combined with connected fleets has the potential to revolutionize how energy is stored, distributed, and used in both commercial and residential environments. Our panel shares insights.

- Preparing for connected e-fleets and operational V2Gs
- Infrastructure security and energy service availability
- Ensuring fair compensation and benefits for customers

Panelists include:



Kriti Nagrath
Research Principal, Institute for Sustainable Futures
UTS



Julia Lu
Head of Electrification
RACV

Moderator:



Evan Beaver
Infrastructure Delivery Lead
Eversergi



Naomi Wynn
Manager Net Zero Partnerships and Regulation - EV Charging
Ausgrid



Jonathon Dore
Manager - Distributed Energy Resource Technical Integration
AEMO

16:45 Chair's Conclusion

16:55 End of Summit



TESTIMONIALS

"A great forum to discuss proactive collaborative action across industry sectors and stakeholders to accelerate EVCI in Australia."

Angelique Mentis, President, **Parking Australia** and CEO, **thatsmyspot.com.au**

"Thrilled to support the EV summit, a pivotal event driving the future of sustainable transportation. Proud to sponsor this summit and be part of the movement towards a greener tomorrow."

James Dunstan, Chief Strategy Officer, **Smart Urban Properties Australia**

"Thank you to FuturePlace for coordinating such a successful and informative two-day event. It has been a pleasure to be part of the conversation alongside other industry leaders pushing the boundaries and helping Australians transition to EVs."

Colette Dunn, Communications Specialist Origin 360EV, **Origin Energy**

"The EV Infrastructure Summit was the first event I have been to which brought together leaders in the EV fleet management and infrastructure management worlds. This created some great conversations on how the challenges in charging could be tackled and expanded the network of people we can work with to drive the transition process forward."

Steve Lewis, Managing Partner, **Eversergi**

"I was very impressed with the event organisation and quality of presentations."

Steve Ellis, Fleet Service Delivery Manager, **Telstra**

"The EV Infrastructure Summit was a great event to have real conversations about real innovation and real speedhumps that the Electric Vehicle Community is facing. I look forward to going next year to see what innovations will be presented next year."

Ben Espinoza, MD, **Aeron Group**



"My sincere thanks to Rod and the Future Place team for inviting me to present at your exceptionally well organised event. The topics were current and relevant to a broad range of fleet, building and facilities managers. I am grateful for the opportunity to share our insights from a fleet management perspective and meet new people. The insights I gained from the event will assist QFleet with our ambitious EV transition strategies we have here in Queensland."

Vince White, General Manager, **QFleet**, President, **Australasian Fleet Management Association**

"2024's EV Infrastructure Summit by FuturePlace was a great show – a fantastic opportunity for multiple industry sectors and government stakeholders to come together to drive EV uptake in Australia forward!"

Ross De Rango, Head of Energy and Infrastructure, **Electric Vehicle Council**

"Great show for us. You had the right people in the room. As a sponsor we were very happy with the value generated."

Sam Korkees, Co-Founder, **EVSE Australia**

"The EVCI conference was a leading event that anyone considering their future fleet should attend. It helped demystify the energy transition for participants and enabled industry players connect and collaborate."

Graham McCabe, Principal Director, **STEP Advisory**

"EVI was a great opportunity to meet with influencers, decision makers and business owners."

John Biondo, Director, **Omnigrip - Polar Enviro**

"The best thing about EVI was the industry leaders were all in the room – these are the people who determine where the sector is headed. We were speaking with the right people."

Irene Kaur, Product Manager – EV solutions, **IPD**

"I really enjoyed the EVI Summit held in Sydney in 2024. The room was packed with highly skilled professionals from industry, government and academia, working to advance the EV adoption in Australia."

Adriana-Simona MIHAITA, Associate Professor, Lead of Future Mobility Lab, Data Science Institute, **University of Technology in Sydney**

"I thoroughly enjoyed presenting at the 2024 EV Infrastructure Summit in Sydney. It was great to see the diverse range of attendees, who were all relevant stakeholders to my organisation and our transition to zero."

Mark Peters, Executive General Manager E-Mobility & Fleet Innovation, **Transit Systems**

"Congratulations to FuturePlace for organising the inaugural 2 day EV infrastructure event. Well organised, informative, great line-up of speakers and diversity of attendees."

Rohan Martin, CEO, **National Automotive Leasing and Salary Packaging Association**

"It is incredibly important to get all of the right people in the room at the same time to really have these conversations."

Heather Bone, Director ESG, **Team Global Express**

"It was great to hear from some industry leaders about the growth of EV infrastructure as well as what opportunities and challenges lie ahead as the EV market continues to flourish."

Peter Smith, General Manager – Development Delivery, **Local**

"There was a fantastic mix of industry participants across the value chain but more importantly many corporate, real estate, fleet and government customers all eager for information and collaboration. Many valuable conversations were had on and off stage."

Kyle Bolto, CEO & Founder, **Ohmie Go**



REGISTER TODAY:

+61 499 416 077

evinfrastructuresummit.com

FUTURE PLACE

WHY PARTNER?



The EV Infrastructure Summit presents unique annual opportunities across a number of channels, all designed to deliver business development and leadership opportunities.

THOUGHT LEADERSHIP PRESENTATIONS

Establish pre-eminence amongst your peers

ROUNDTABLE HOSTING

Lead a roundtable of industry professionals in this powerful, interactive format

NETWORKING

Impress the world with your team and hospitality

USE CASE PRESENTATIONS

Demonstrate best practice

SHOWCASE

The exhibition is the place to showcase and build new business connections

BRANDING AND SIGNAGE

Multiple opportunities exist before, during and after the event

LEAD GENERATION

New business opportunities from a highly targeted audience

For speaking and sponsorship opportunities please contact: neill@futureplace.tech

WHO SHOULD PARTNER?



- EV charging solutions
- Energy & charging infrastructure
- Urban Energy – Batteries
- Engineering, construction and design firms
- EV and e-mobility vehicles



- EV Hardware
- Energy Retailers & Installers
- Solar & Battery Installers
- Asset, Equipment and Fleet
- Micromobility brands and Distributors



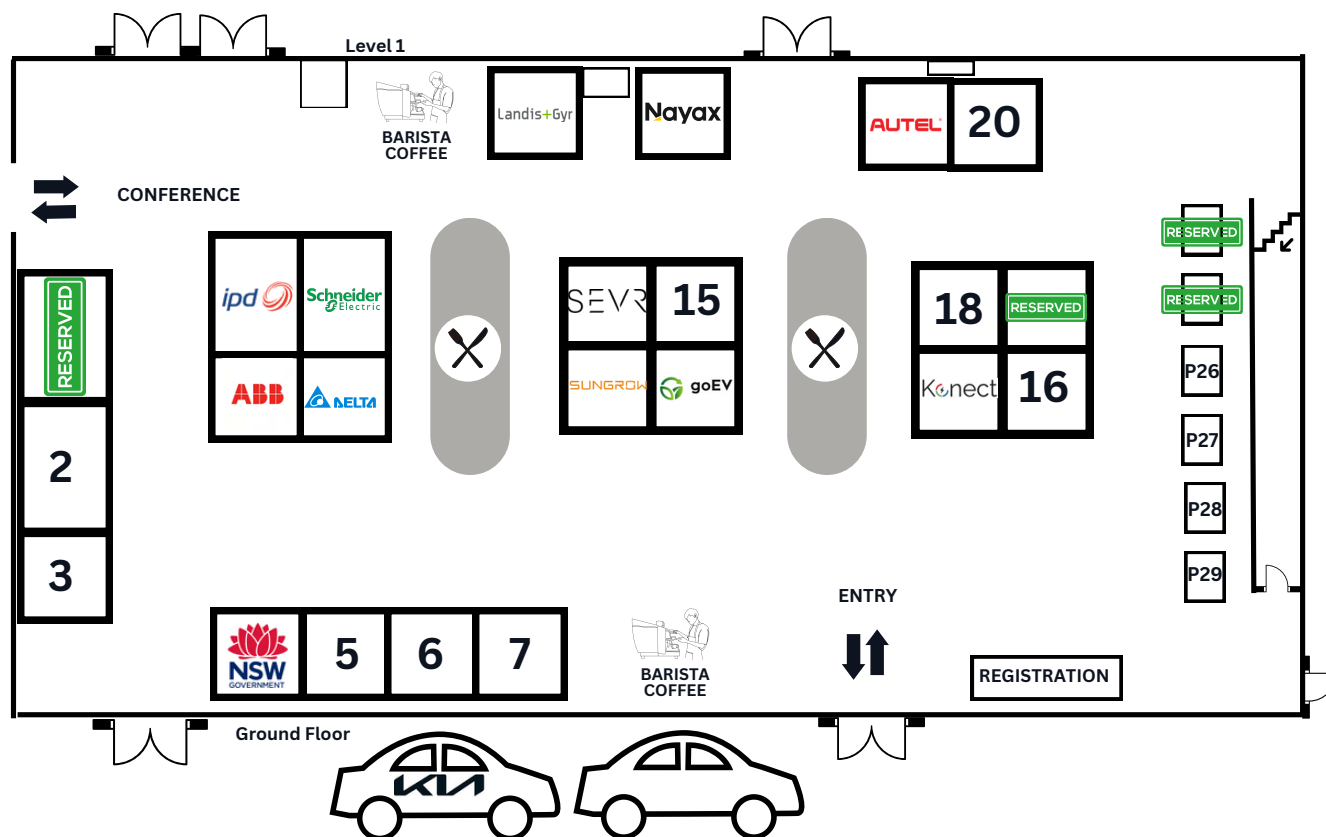
- Civil Engineering Firms
- Insurance Companies
- Parking infrastructure
- Digital parking apps
- Legal firms

For speaking and sponsorship opportunities please contact: neill@futureplace.tech

EXHIBITION FLOOR PLAN



Doltone House Jones Bay Wharf, Sydney



For more information regarding partnership opportunities,
please contact:

Neil Lewis

Partnerships Director

email: neill@futureplace.tech

Phone: + 61 (0) 433 971 335



REGISTER EARLY AND SAVE

<div>Early Bird</div> <div>Book and pay by</div> <div>2 May 2025</div> <div>\$200 OFF</div>		<div>Full Price</div>	
<div>Special Council Ticket Price*</div> <div>(applies to employees of Local Government)</div>			
<div>2 DAY</div>	<div>\$795+GST</div>	<div>2 DAY</div>	<div>\$995+GST</div>
<div>Standard Ticket Price</div>			
<div>2 DAY</div>	<div>\$1795+GST</div>	<div>2 DAY</div>	<div>\$1995+GST</div>

*If you are not employed by a council and register for the incorrect ticket price, a member of our team will be in contact to amend your registration to the standard ticket price.

Group Booking Package

- (1) Register **3-4 delegates** and receive an additional **15% off** the current price
- (2) Register **5-10 delegates** and receive an additional **20% off** the current price
- (3) Register **11 or more delegates** and receive an additional **25% off** the current price

All group registrations must be from the same company at the same time and for the same event. Registrants must choose between the most advantageous discount option. Only one discount scheme applies.



Register Online



VENUE



DOLTONE HOUSE JONES BAY WHARF
 26/32 PIRRAMA RD, PYRMONT NSW 2009, AUSTRALIA

IMPORTANT NOTICE:

Attendance will only be permitted upon receipt of full payment. Only 1 discount scheme applies. Bookings with a discount must be paid by the cut-off date for the discount to be applied. Please note that the program and speakers are subject to change without notice. If the venue changes, you will be notified.

CANCELLATION POLICY:

- i. Should you be unable to attend, a substitute delegate is always welcome at no extra charge. FuturePlace regrets that no cancellations will be refunded, however event documentation will be sent to the delegates post event.
- ii. If the event does not proceed for any other reason apart from Force Majeure (Act of God such as an epidemic, pandemic, earthquake, fire, flood or civil disturbance – typically a symptom of, and a form of protest against, major socio-political problems) then the full amount of the particular event paid will be refunded.
- iii. In the case of Force Majeure rendering the running of the event impracticable, the Organiser (FuturePlace) will commit to running the event at a later date.

PRIVACY:

By registering for this event you agreed that your contact details may be shared with our sponsors. If you do not agree to this you may opt-out by emailing us at marketing@futureplace.tech.

TERMS & CONDITIONS:

Please check our terms and conditions [here: futureplace.tech/terms-conditions/](https://futureplace.tech/terms-conditions/)

REGISTER TODAY:





+61 499 416 077



evinfrastructuresummit.com

FUTURE PLACE

 70 Central Avenue
Oran Park NSW 2570

 mail@camden.nsw.gov.au

 PO Box 183
Camden NSW 2570

 www.camden.nsw.gov.au

 13 22 63

 www.facebook.com/camdencouncil

 ABN: 31 117 341 764



camden
council