



Ordinary Meeting of Council

23 September 2020

**UNDER SEPARATE COVER
ATTACHMENTS**

ITEMS 9.7 TO 9.14

**QUEANBEYAN-PALERANG REGIONAL COUNCIL
ORDINARY MEETING OF COUNCIL**

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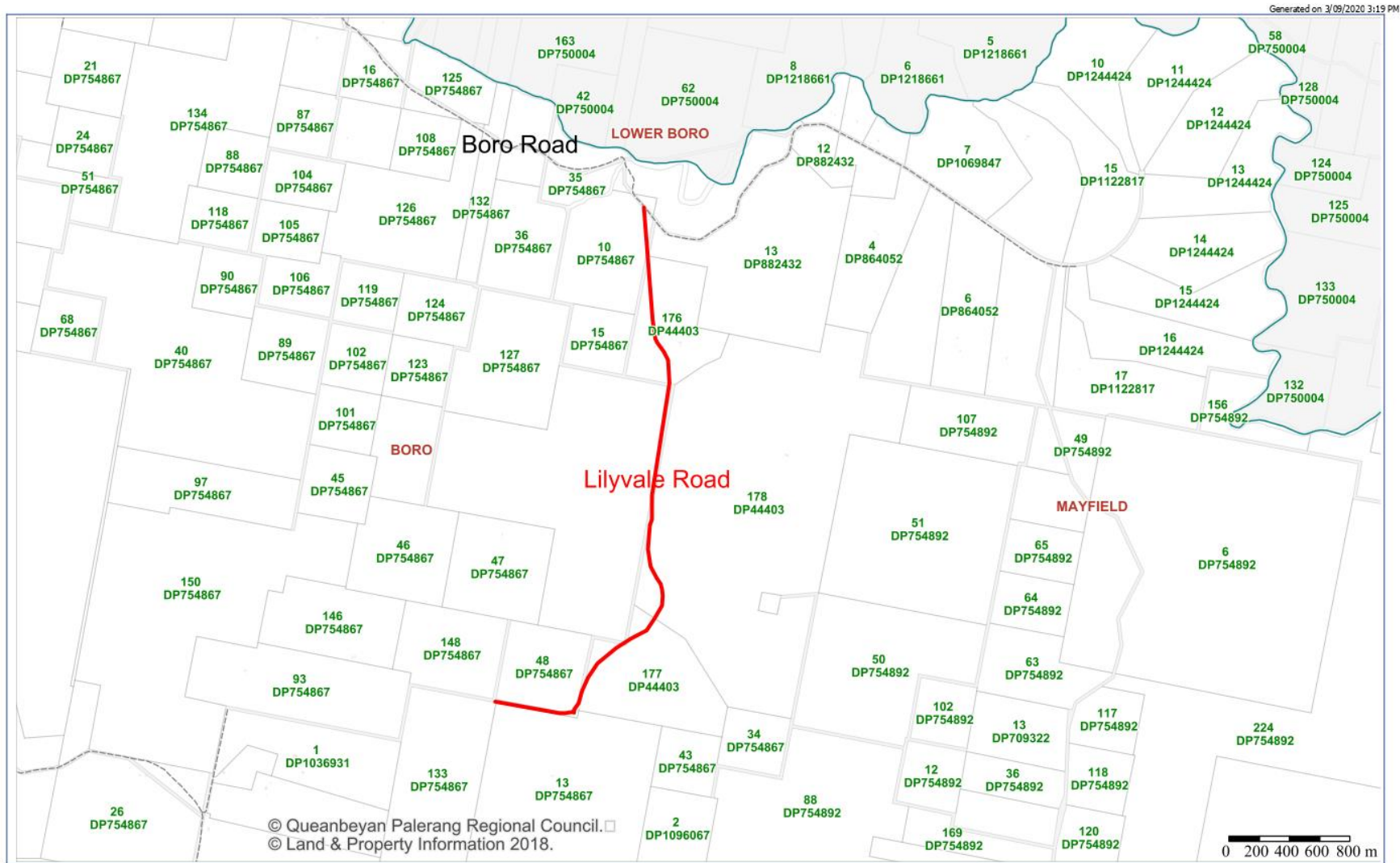
Council Meeting Attachment

23 SEPTEMBER 2020

ITEM 9.7 PROPOSED ROAD NAMING - VARIOUS LOCATIONS

ATTACHMENT 1 MAPS SHOWING THE LOCATION OF LILYDALE AND ROSE
VALLEY ROADS

9.7 Proposed Road Naming - Various Locations
 Attachment 1 - Maps Showing the Location of Lilydale and Rose Valley Roads (Continued)



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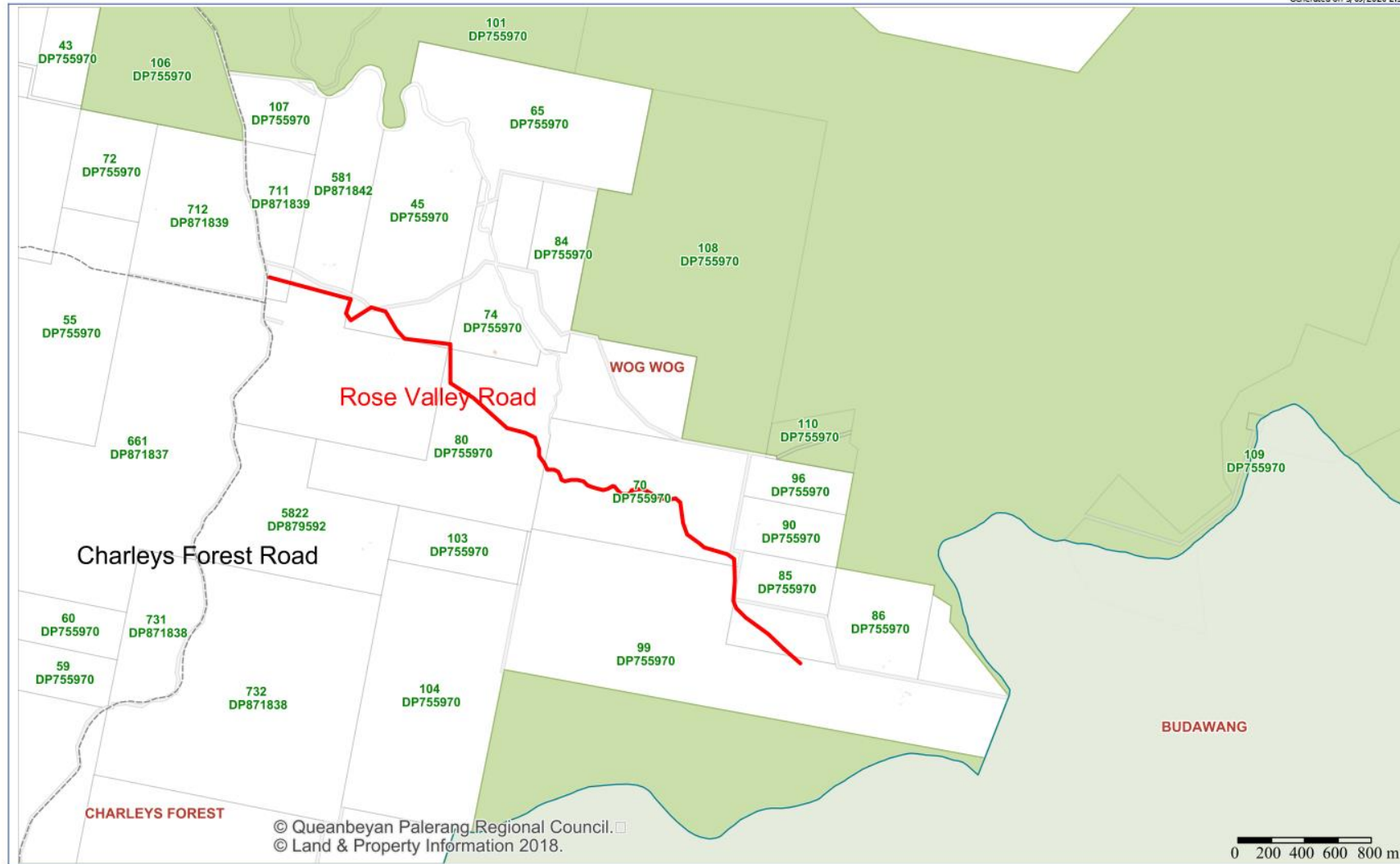
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Projection: GDA94 / MGA zone 55

**Lilyvale Road
 off Boro Road**

9.7 Proposed Road Naming - Various Locations
 Attachment 1 - Maps Showing the Location of Lilydale and Rose Valley Roads (Continued)

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<p>Queanbeyan Palerang Regional Council 256 Crawford St Queanbeyan NSW 2620 Phone: (02) 6285 6000 www.qprc.nsw.gov.au</p>	<p>QPRC </p>	<p><small>© Queanbeyan Palerang Regional Council This information has been prepared for Council's internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not). While every care is taken to ensure the accuracy of this data, neither the Queanbeyan Palerang Regional Council nor the LPI makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason. © The State of New South Wales (Land and Property Information)</small></p>	<p>Projection: GDA94 / MGA zone 55</p>	<p>Rose Valley Road off Charleys Forest Road</p>
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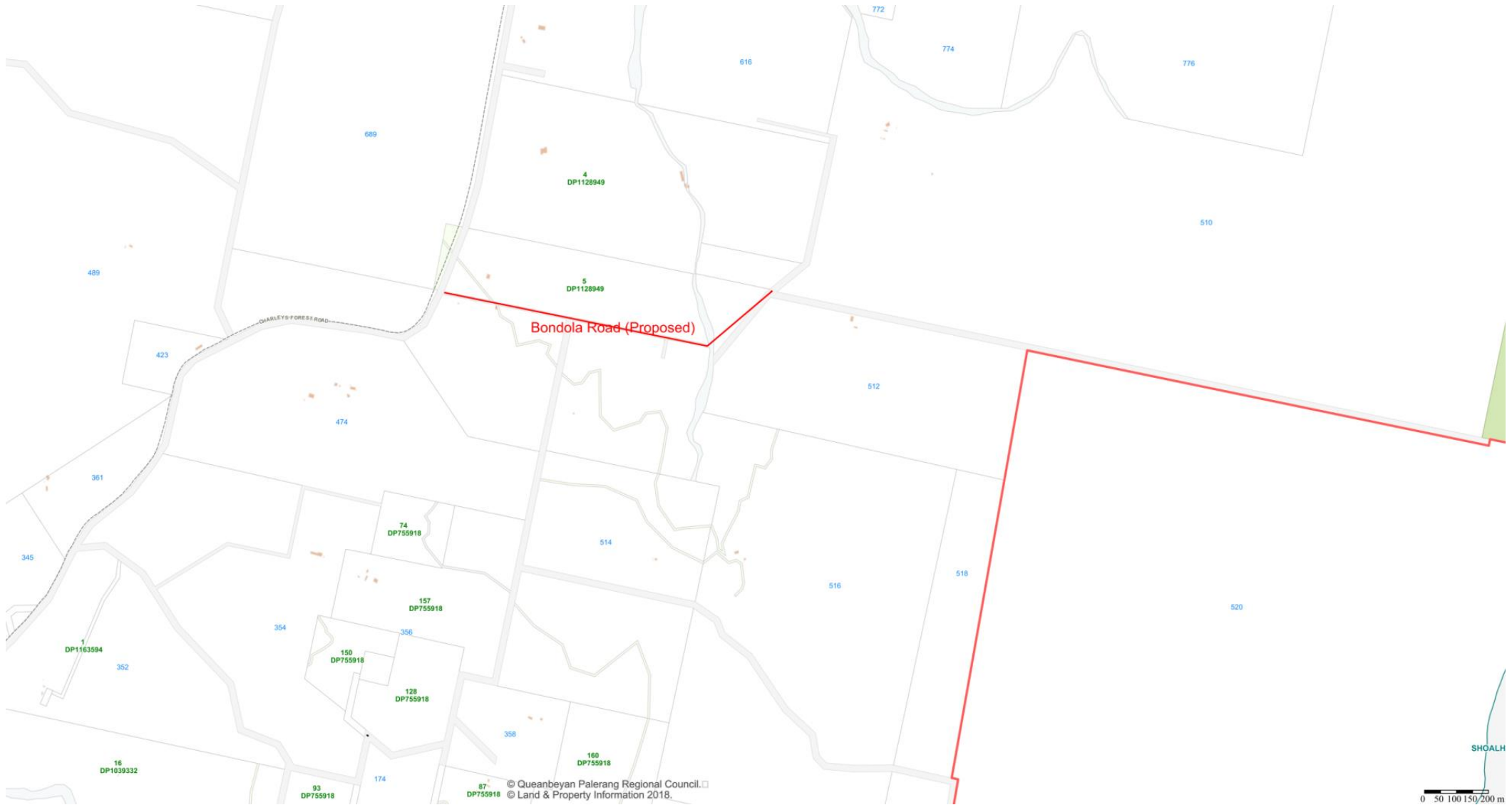
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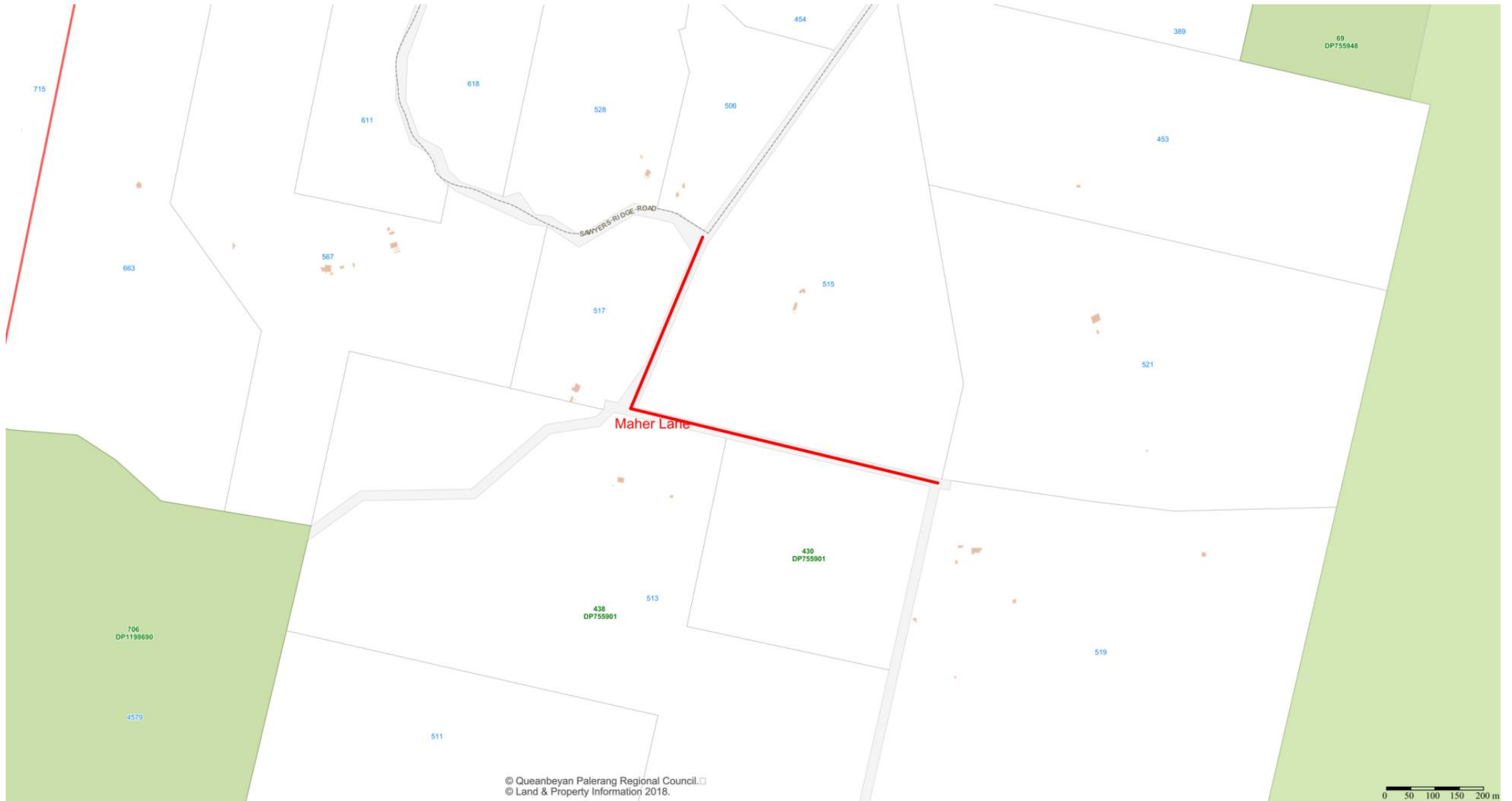
ITEM 9.7 PROPOSED ROAD NAMING - VARIOUS LOCATIONS

ATTACHMENT 2 MAP SHOWING THE LOCATION OF NEILSEN ROAD,
BONDOLA ROAD AND MAHER LANE

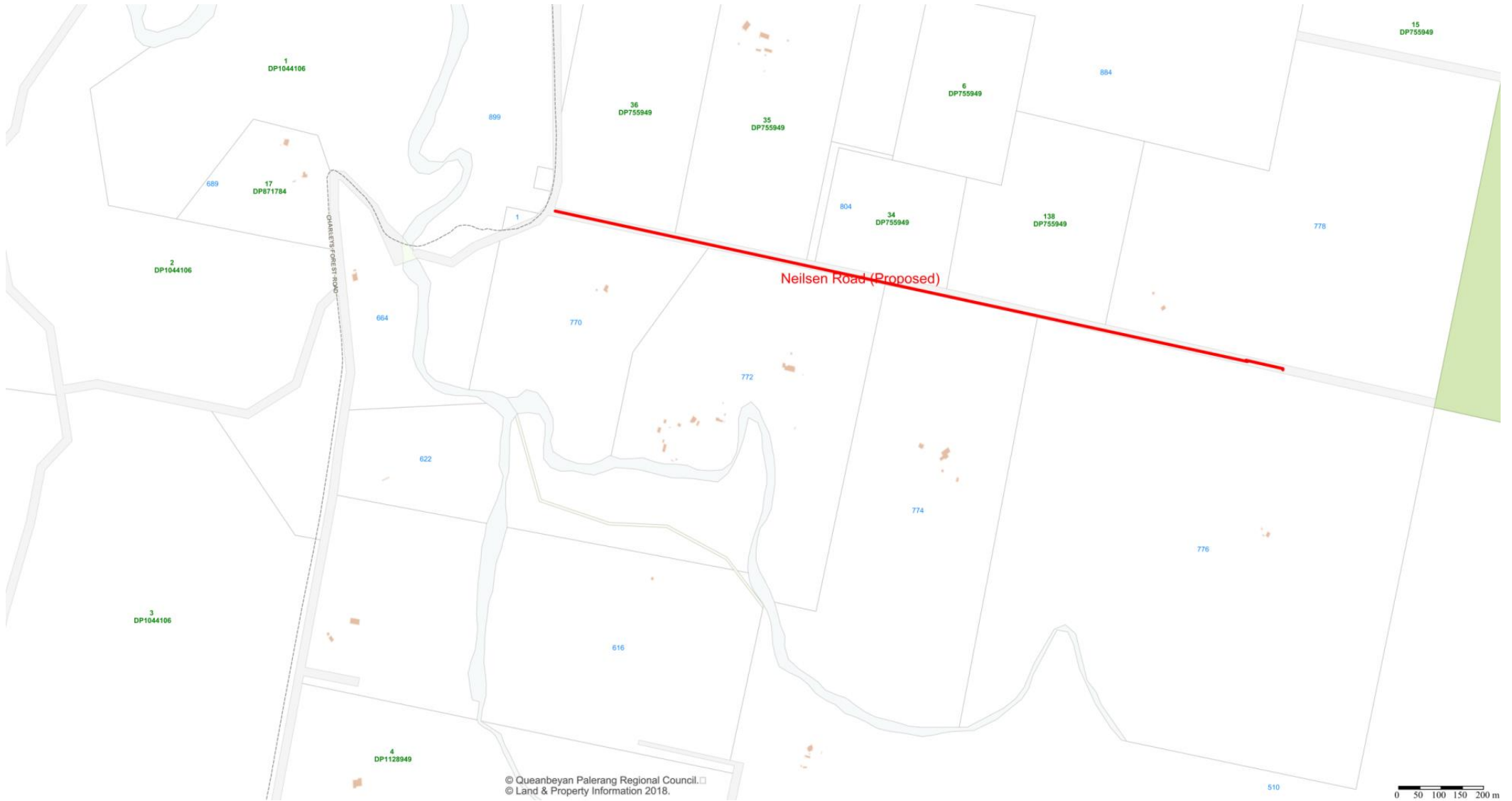
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QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 SEPTEMBER 2020

ITEM 9.8 DRAFT TURALLO CREEK MANAGEMENT PLAN

ATTACHMENT 1 DRAFT TURALLO CREEK MANAGEMENT PLAN

RMCG

AUGUST 2020

Turallo Creek Bungendore – Management Plan

Final Draft

Queanbeyan-Palerang Regional Council

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rmcg.com.au — ABN 73 613 135 247 — RM Consulting Group Pty Ltd
Victoria — Tasmania — ACT — NSW

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Executive Summary

PURPOSE OF THE PLAN

The purpose of the plan is to review current management of Turallo Creek and provide a planning framework that will identify and prioritise its capital, maintenance and management requirements, anticipating cost and resource demands for the future.

This Management Plan covers a 1.4 km section of Turallo Creek in the township of Bungendore, from Tarago Road bridge at the western end to where Turallo Creek crosses Turallo Terrace at the low level crossing to the east. The plan covers the water course and the immediate riparian zone (approximately three metres either side of the bank crests).

MANAGING THE RIPARIAN ZONE

The corridor is a vastly altered environment since European settlement and comprises of a mix of native and exotic vegetation. There are remaining natural values that need to be protected and there is scope for habitat and biodiversity enhancement. The creek is valued by the local community for the green space it provides within residential areas and recreational opportunities it provides.

There were six high priority risks identified for Turallo Creek:

1. Spread of willows and woody weeds downstream (seed dispersal and vegetative reproduction)
2. Erosion, sedimentation and nutrient loading from stormwater runoff from town areas causing a deterioration in water quality and ecological damage
3. Build-up of fallen limbs in creek and loss of stream capacity exacerbating a flood event
4. Recurring weed infestations preventing access for maintenance
5. Disturbance of objects of Aboriginal sites during rehabilitation work
6. Emergency incident occurring along the creek / in the watercourse.

These risks can be mitigated by removing exotic species from the waterway and riparian zone, removing fallen limbs from the waterway, using native vegetation to stabilise banks and enhance storm water filtration, avoiding soil disturbance during rehabilitation works and undertaking regular monitoring and weed control to maintain access.

PLANNING FRAMEWORK FOR REHABILITATION

To address the risks and retain amenity values a five stage approach to rehabilitating the creek is recommended. Stage 1 focusses on clearing willows and woody weeds from the watercourse along the entire length of the creek. Stages two to five focus on removing vegetation from the riparian zone and revegetating the area as per figure E1. Details are outlined in accompanying Project Plan.



Figure E1: Staged approach to Turallo Creek rehabilitation

1 Introduction

1.1 DEVELOPMENT OF THE PLAN

This Management Plan covers a 1.4 km section of Turallo Creek in the township of Bungendore, from Tarago Road bridge at the western end to where Turallo Creek crosses Turallo Terrace at the low level crossing to the east. The plan covers the water course and the immediate riparian zone (approximately three metres either side of the bank crests).

Although the watercourse is Crown land, Queanbeyan-Palerang Regional Council (QPRC) is responsible for the care and management of land to its lot boundaries or except where under licence from Crown Lands. A land tenure map of the water course is provided in Figure 1-1.

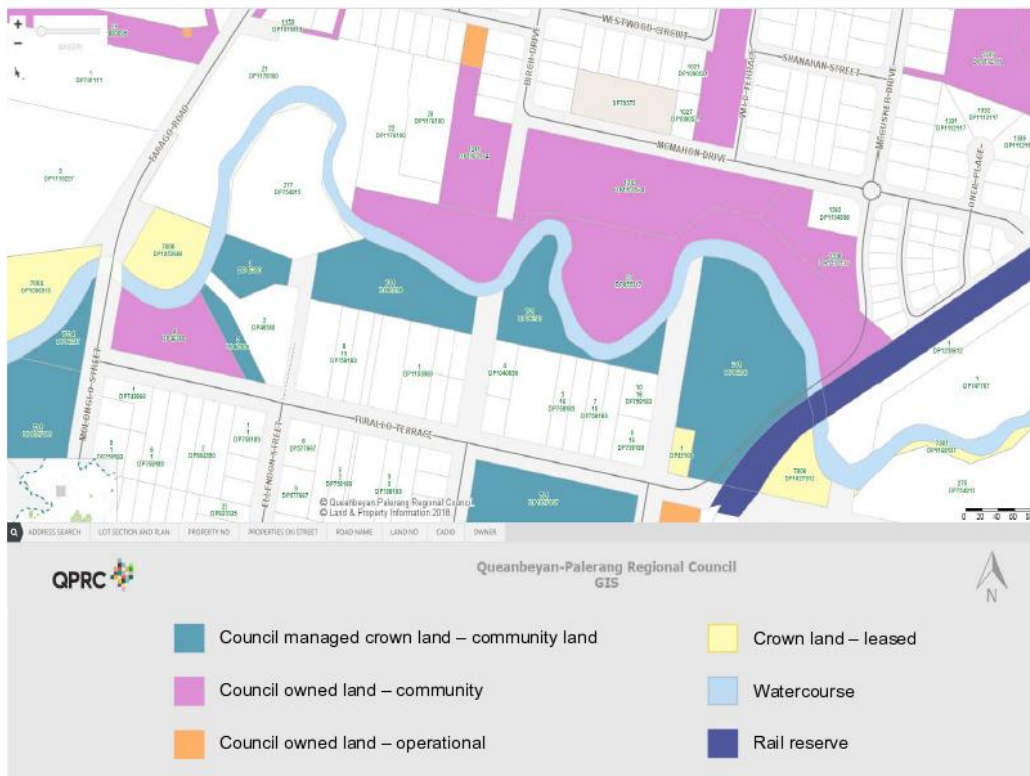


Figure 1-1 Land tenure map - Turallo Creek

The purpose of the plan is to review current management of the watercourse and provide a planning framework that will identify and prioritise its capital, maintenance and management requirements, anticipating cost and resource demands for the future.

The intent of the plan is to provide a practical and useful document to guide Council on the day-to-day management, planning and priorities for the watercourse over the next five years.

OBJECTIVES

When Councils manage public land they are required to comply with legislative and policy requirements. The NSW *Local Government Act 1993* sets out core objectives for the management of public land under control of local councils. The relevant Core Objectives for watercourse areas (s 36M) as they apply to Turallo Creek are as follows:

- To manage the creek to protect the biodiversity and ecological values of the instream environment, particularly in relation to water quality and flows, and
- To manage the watercourse to protect the riparian environment, particularly in relation to riparian vegetation, habitats and bank stability, and
- To restore the degraded watercourse, and
- To promote community education, and community access to and use of the watercourse, without compromising other core objectives.

In addition to these general Core objectives, Council has a specific objective of a staged rehabilitation program aimed at the removal of woody weeds and replacement with native riparian species that will:

- Reduce limb drops into the watercourse, stabilise its banks, and reduce siltation and loss of stream capacity that exacerbates flooding
- Improve year-round water quality
- Provide habitat for a diversity of native animals
- Improve the general amenity of this popular recreation area.

One of the highest priorities is to undertake rehabilitation works to remove willow and other weeds along the creek. These works will reduce the spread of woody weeds downstream (seed dispersal and vegetative reproduction) and lessen the build-up of fallen limbs in the creek. These cause damage to infrastructure, people and vehicles when heavy wood debris is moved during high water velocities. Recurring weed infestations also prevent access for maintenance and tree roots and fallen limbs across pathway are a trip hazard for users of the reserve.

A separate Project Plan outlining a schedule of works required for immediate rehabilitation of this section of the creek has been developed as an addendum to the plan of management. The plan of management provides a framework for subsequent implementation of works.

The development of this plan has been largely informed by a review and consolidation of available information, site visits, interviews with a range of stakeholders and advice and information from the QPRC.

The plan should be subject to a review within five years from its adoption by Council.

COMMUNITY CONSULTATION

During the development of this Management Plan and the Project Plan, RMCG and Council consulted with landholders, the contractor already engaged to undertake works along Turallo Creek and a representative from the Bungendore Community Landcare Group. Those conversations have informed the design of the management plan.

The Management Plan will be advertised and placed out for public exhibition for the statutory periods required under both the Local Government Act 1993 and Crown Lands Act 1989.

During the exhibition period submissions will be accepted until the advertised date. Appropriate amendments arising from the submissions will be incorporated into the proposed final plan. The submissions and proposed final plan will be provided as a report to Council for consideration and adoption.



Figure 1-1: Turallo Creek

ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the Ngambri as the Traditional Owners of the Country on which this project was conducted. We recognise their continuing connection to land, waters and culture and pay our respects to their Elders past, present and emerging.

Moreover, we express gratitude for the knowledge and insight that Traditional Owner and other Aboriginal and Torres Strait Islander people contribute to our shared work.

2 Management of the riparian zone

2.1 MANAGEMENT CONTEXT

Apart from the actual watercourse of Turallo Creek, which is Crown land, the surrounding reserve is predominantly Council owned and managed land. Toward the western end of this stretch of the creek are two privately owned properties, Lot 21 DP 1176100 (north of the creek) and Lot 277 DP 754915 (south), as well as part of Travelling Stock Reserve 70386 (Lot 7006 DP 1052668) north of the creek and adjacent to Tarago Road. Community and Council access to the creek is from Tarago Rd in the west, McMahon Drive to the north and Turallo Terrace from the south and east, and for 400 metres of the creek reserve at the western end, access is via private land. The watercourse is part of a wider recreational area running between Warren Little Oval, a skate park, a dog park and walking tracks. The creek has recreational, natural and cultural heritage values.

Within QPRC, management of the watercourse, riparian zone and the reserve public land is the responsibility of the Natural and Built Character portfolio within Council. Specifically:

- The Land-Use Planning service is responsible for developing Plans of Management for public land (under the Community Land program)
- The Urban Landscapes service is responsible for the management and maintenance of urban spaces and landscapes within Bungendore, including council's reserves and crown land under council control (under the Parks/Playgrounds and Community Land programs)
- The Natural Landscapes service is responsible for the control of weeds posing a biosecurity impact (under the Biosecurity program) and enhancement of natural areas (under the Biodiversity program).

Management of the target section of the Turallo Creek will focus on executing the immediate and planned rehabilitation works then maintaining the replanted areas for community enjoyment into the future.

2.2 TURALLO CREEK

The Turallo Creek traverses the Bungendore valley located in the Southern Tablelands. It flows into Lake George, an ancient lake located north east of Canberra and the dominant hydrological feature of the area. The creek is over 32 km in length, its headwaters located in the north western edge of the Tallaganda National Park.

The plan covers a 1.4 km section of the water course (stream bed of varying widths averaging three metres) and the immediate riparian zone (three metres either side of the banks) through the township of Bungendore. This covers an area of approximately 10,000 m² or 1 hectare of land area.

There are four sections of the creek in the township and these are referred to as:

1. Dog Park
2. Oval
3. Footbridge to Bowling Club
4. Downstream section.

The extent of the creek is shown in Figure 2-1 and a description of the geography and management issues along each section of the creek follows.



Figure 2-1: Map signposting sections along the Turallo Creek

DOG PARK

Infested with multi stemmed willow trees and segments of native plantings on the outer edges of the riparian zones.

The section of Turallo Creek adjacent to the dog park is approximately 250m long. The creek is shallow in parts with some deeper pools (1-2m approximately). Parts of this section are incised but overall banks are stable due to the significant root system of the present willows. There are 10 year old native tree plantings on the southern and northern side of the creek. Access is difficult due to the established native plantings and during wetter periods the ground is soft on the north side making it difficult for vehicles and machinery to operate without causing significant soil disturbance (Figure 2-2).



Figure 2-2: Turallo Creek - Dog park section

OVAL

The section of Turallo Creek adjacent to Warren Little Oval is approximately 400 m long. Sections of this creek are close to private property borders near the preschool (south side) and the edge of Warren Little Oval (north side). Warren Little Oval was planted with Manchurian Pears on the outer rim to improve landscape amenity. Parts of this section are shallow and other parts have deeper pools (>2m approximately) compared to the dog park section. Willows dominate the watercourse and the riparian zone and there are a few larger honeysuckle plants (*Lonicera japonica*), privet (*Ligustrum spp.*) and blackberry (*Rubus fruticosus agg. spp.*) (Figure 2-3).



Figure 2-3: Turallo Creek - Warren Little Oval section

FOOTBRIDGE TO BOWLING CLUB

This section of Turallo Creek between the bowling club and footbridge is approximately 210m long. Parts of the riparian zone are heavily infested with blackberry and willows, which makes access to the watercourse difficult. These areas are deep (approximately >3m) and incised. Other parts are shallower and less vegetated however there are clusters of willows spread through these more open areas. On the outer edge of the riparian zone are some established native trees (Figure 2-4).



Figure 2-4: Turallo Creek – Footbridge to bowling club section

DOWNSTREAM SECTION

This section of the water course is approximately 540m long. It is bordered by private landholders on both sides so will require permission to access the waterfront for works. This stretch of creek is heavily infested with a mix of mature willow trees and suckers as well as juvenile elm trees and blackberry.



Figure 2-5: Turallo Creek – Downstream section

2.3 VALUES OF THE CREEK

NATURAL RESOURCES AND ENVIRONMENTAL

The Turallo creek watercourse is a vastly altered environment since European settlement in the late 1820s. However, there are remaining natural values that need to be protected and offer scope for enhancement of habitat and increased biodiversity. The sections of the creek both upstream and downstream of Bungendore traverse farmland where there has been major loss of biodiversity and fragmentation of habitat. The maintenance of riparian corridors, even if highly modified, can assist in the preservation of habitat for local flora and fauna and watercourses provide important corridors between larger bushland reserves. Even in a highly modified state, watercourses such as this represent important refuges during drier periods.

The creek section in Bungendore comprises three vegetation communities: grassland, exotic woodland and native and introduced plantings. The grasslands consist mainly of introduced grasses, herbs and forbs that are regularly maintained as parkland and of little or no conservation value.

Native and introduced plantings have been established as linear plantings along the creek, forming a largely exotic woodland. Existing vegetation, both native and exotic, provides groundcover, stabilises the soil and provides a filtration role by reducing nutrient loading and sedimentation resulting from urban stormwater runoff

LANDSCAPE AMENITY

Watercourses form a network of green corridors within urban environments. Providing the riparian zone is sustained, they have aesthetic appeal and enhance the amenity of the area. Well vegetated watercourses help cool urban 'heat islands', providing respite from a warming climate. Residents will be very appreciative of having access to well maintained vegetated habitat areas close to their neighbourhood.

RECREATION

This stretch of Turallo Creek and surrounds provides a popular and central recreational area for the town, as well as important walking and cycling access between the northern part of the town and commercial and civic centre. It is a popular picnic and outdoor exercise area and suitable recreation activities along the watercourse include dog walking and exploration, photography, bird watching and frog spotting. These activities when focused around a walking trail and surrounding parkland do not require supporting infrastructure other than a suitably maintained path. The social benefits that a well maintained water course in an urban environment can bring are considerable and can help build a healthy community.

2.4 MANAGING CURRENT AND FUTURE RISKS

Risk management is a process of identifying, assessing, treating and monitoring risks. Risk is the chance of something happening that will have a negative effect.

The level of risk reflects:

- The likelihood of the unwanted event
- The potential consequences of the unwanted event.

Council is responsible for the day to day management of the area and several risks sit within its responsibility. Understanding the risks related to the watercourse will assist with informed decision making and to guide priorities for Council investment in management activities.

A risk assessment of responsibilities relating to managing the water course found six high risks and 13 main areas of concern across four risk categories (Table 2-1). These included three natural assets protection risks, seven watercourse maintenance risks, one risk to Aboriginal cultural heritage and two public safety (visitor use) risks. These risks are given highest priority for attention and are addressed within this plan.

The risk assessment guidelines are shown in Appendix 1.

Table 2-1: Risk assessment: risks for the land manager of the creek

RISK CATEGORY	RISK- AREA OF CONCERN	LIKLIHOOD	CONSEQUENCE	RISK LEVEL
Natural assets protection	1. Spread of woody weeds downstream (seed dispersal and vegetative reproduction).	High	Medium	High
	2. Erosion, sedimentation and nutrient loading from stormwater runoff from town areas causing a deterioration in water quality and ecological damage.	High	Medium	High
Watercourse maintenance	3. Acute changes in water quality due to, for example, outbreaks of Blue-Green algae or botulism during periods of low flow	Medium	Medium	Medium
	4. Build-up of fallen limbs in creek causing damage to infrastructure, people and vehicles from heavy wood debris being moved during high water velocities and loss	High	High	High

RISK CATEGORY	RISK- AREA OF CONCERN	LIKLIHOOD	CONSEQUENCE	RISK LEVEL
	of stream capacity exacerbating a flood event.			
	5. Fallen limbs across pathway, tree roots.	Medium	Low	Low
	6. Recurring weed infestations preventing access for maintenance.	High	Medium	High
	7. Excessive stream bank disturbance during woody weed removal.	Medium	Medium	Medium
	8. Off target damage to native vegetation and fauna during weed removal (by machinery, herbicide).	Medium	Medium	Medium
	9. Inappropriate tree and shrub native vegetation selection for replanting.	Low	Medium	Low
	10. Insufficient communication with adjoining landowners about access / scheduling rehabilitation works.	Low	Medium	Low
Aboriginal cultural heritage	11. Disturbance of objects of Aboriginal sites during rehabilitation work.	Medium	High	High
Public safety - visitor use	12. Emergency incident occurring along the creek / in the watercourse.	Medium	High	High
	13. Reputational damage from inadequate control and maintenance of woody weeds along the creek.	Medium	Medium	Medium

3 Planning framework for rehabilitation

3.1 RISK MITIGATION AND TREATMENTS

The risk assessment concluded that there were six high risks and 12 main areas of concern with managing the watercourse. Appropriate mitigation treatments for each of the identified high risks are shown in Table 3-1. The probable residual risk after implementing each treatment is also shown; all risks can be reduced to either a medium or low risk rating.

Table 3-1: Risk mitigation priorities

#	RISK DESCRIPTION	RISK LEVEL	MITIGATION TREATMENT	REVISED RISK ¹
Natural assets protection				
1	Spread of willows and woody weeds downstream (seed dispersal and vegetative reproduction).	High	<ul style="list-style-type: none"> Removal of exotic pest plant species (crack willow, privet, hawthorn, blackberry, briar and honeysuckle etc.) from the waterway and riparian zone will reduce the spread of weed species downstream and protect natural habitats. Methods used for removing trees should be chosen based on prioritising health and safety and minimising off-target damage. 	Medium
2	Erosion, sedimentation and nutrient loading from stormwater runoff from town areas causing a deterioration in water quality and ecological damage.	High	<ul style="list-style-type: none"> Vegetation provides effective natural stormwater filtration so replanting with appropriate species can enhance this filtration effect - revegetation of riparian zone with wetland species, grasses, shrubs and trees. Wetland and groundcover species minimise soil loss. 	Medium
Watercourse maintenance				
3	Build-up of fallen limbs in creek and loss of stream capacity exacerbating a flood event.	High	<ul style="list-style-type: none"> Remove fallen limbs from waterway. Subsequent removal of willows will reduce the amount of limb fall over the longer term. 	Low
4	Recurring weed infestations preventing access for maintenance.	High	<ul style="list-style-type: none"> Removal of target weed species (blackberry, hawthorn, fennel, honeysuckle, sweet briar, ivy) to maintain access to the creek. Follow up inspections and maintenance as required. Methods used for weed control should be chosen based on prioritising health and safety and minimising off-target damage. 	Low
Aboriginal cultural heritage				
5	Disturbance of objects of Aboriginal sites during rehabilitation work.	High	<ul style="list-style-type: none"> Avoid soil disturbance. Follow <i>Unanticipated Find Protocol</i> if any objects are uncovered during works. 	Medium
Public safety - visitor use				
6	Emergency incident occurring along the creek / in the watercourse.	High	<ul style="list-style-type: none"> Keeping track clear of vegetation related hazards; caution signage to alert visitors. 	Medium

¹ Residual risk level based on revised likelihood and consequence due to implementation of mitigation measures

3.2 OPTIONS FOR REHABILITATION

Rehabilitation of the creek can be approached in several ways. The options and their advantages and disadvantages are presented in Table 3-2.

Table 3-2: Creek rehabilitation works options

OPTION	ADVANTAGES	DISADVANTAGES
<p>1</p> <p>COMPLETE REHABILITATION: Removal of all woody weeds along both sides of the 1.4km stretch of Turallo Creek followed by extensive revegetation - As one project or contract</p>	<ul style="list-style-type: none"> ▪ Flooding potential is reduced ▪ Allows for immediate replanting and stabilisation of cleared areas ▪ Significant improvement in biodiversity within 10 years. 	<ul style="list-style-type: none"> ▪ Large scale disturbance ▪ Large impact on amenity for local users and residents ▪ Large upfront costs ▪ Community are not on-board with this option.
<p>2</p> <p>STAGE ONE BANK (AT A TIME) REHABILITATION: Clearing of woody weeds along one bank (north or south) followed by revegetation - Then clearing of the other bank in five years time</p>	<ul style="list-style-type: none"> ▪ Immediate habitat loss is minimised ▪ Allows for immediate stabilisation and replanting ▪ Significant biodiversity improvements within 10 years ▪ Less impact on amenity for local users and residents. 	<ul style="list-style-type: none"> ▪ Native tree species will still be competing with exotic species due to their extensive live root systems in the creek bed ▪ Creates space for plant suckers ▪ Does not alleviate flood issues downstream caused by breaking limbs upstream ▪ Large upfront costs.
<p>3</p> <p>STAGED SECTIONAL REHABILITATION: Removing weeds and rehabilitating sector by sector by progressive replanting - As a series of projects or contracts executing one per year over 7 years</p>	<ul style="list-style-type: none"> ▪ Manageable sized contracts that can fit within Councils budget ▪ Allows immediate replanting and stabilisation of cleared areas ▪ Lowers impact on amenity values during the rehabilitation 	<ul style="list-style-type: none"> ▪ Biodiversity benefits are delayed due to longer timeframe.

The recommended approach to the Turallo Creek rehabilitation project is Option 3 Removing weeds and rehabilitating sector by sector by progressive replanting.

Staging works involves removal of woody weeds from within the watercourse and riparian zone in manageable sections of the creek, followed by targeted revegetation with a combination of local native wetland species, grasses and other groundcovers, shrubs and trees. This allows immediate replanting and stabilisation of cleared areas, ensures that habitat loss is minimised, and retains the amenity values of the majority of the creek area throughout the rehabilitation process.

3.3 STAGED REHABILITATION WORKS

A separate project plan has been developed for the rehabilitation of Turallo Creek (see addendum). The works are proposed in five stages (over seven years). Stage 1 – removal of willows, other woody weeds and debris from the watercourse – is currently underway. An overview of the stages and estimated costs is provided in Table 3-3.

The target weeds are:

- *Salix x fragilis* – Crack willows (non-weedy Weeping Willows (*S. babylonica*) will remain)
- *Rubus fruticosus* agg. spp. – Blackberry
- *Crataegus monogyna* - Hawthorn
- *Foeniculum vulgare* – Fennel

- *Ulmus procera*. – Elm trees (self sown and suckers only where they are causing problems to maintain the integrity of the original plantings)
- *Populus spp.* – Poplar (self sown and suckers only where they are causing problems to maintain the integrity of the original plantings)
- *Ligustrum spp.* - Privet
- *Lonicera japonica*. – Honeysuckle
- *Rosa rubiginosa* – Sweet Briar
- *Fraxinus angustifolia subsp. angustifolia* – Desert Ash
- *Hedera helix* – Ivy.

Table 3-3: Rehabilitation stages and estimated costs

STAGE	DESCRIPTION OF WORKS	TIMING	STATUS	INDICATIVE COST
Stage 1.	<ul style="list-style-type: none"> ▪ Clearing of willows and woody weeds from within the watercourse between Turallo Terrace (east end where road crosses Turallo Creek) and Tarago Road (west end). 	2019-2022 Year 1, 2 & 3	Commenced	\$132,000
Stage 2.	<ul style="list-style-type: none"> ▪ Removal of target weeds from the riparian zone adjacent to the current informal dog park. ▪ Revegetation with trees in cleared areas. Planting of understory ground covers, grasses and shrubs. 	2022-2023 Year 4	Planned	\$27,500
Stage 3.	<ul style="list-style-type: none"> ▪ Removal of target weeds from the riparian zone adjacent to the Warren Little Oval. ▪ Manchurian pears (<i>Pyrus ussuriensis</i>) on the border of Warren Little Oval to remain. ▪ Revegetation in cleared areas of the riparian zone with grasses, ground covers and shrubs. 	2023-2024 Year 5	Planned	\$39,500
Stage 4.	<ul style="list-style-type: none"> ▪ Removal of target weeds from the riparian zone adjacent to the section adjacent to the bowling club. ▪ Revegetation in cleared areas of the riparian zone with grasses, ground covers, shrubs and trees. 	2024-2025 Year 6	Planned	\$32,500
Stage 5.	<ul style="list-style-type: none"> ▪ Removal of target weeds from riparian zone throughout section bordered by private properties. Access is required through private property. ▪ Retain non-weedy plantings with amenity and landscape values (including mature oak avenue, weeping willows, historic plantings on Elmslea Homestead, weeping cherry and eucalypt groves. ▪ Revegetation in cleared areas of the riparian zone. 	2025-2026 Year 7	Planned	\$42,500

3.4 MONITORING AND MAINTENANCE

A suitable maintenance program will need to be based on principles of environmental sustainability and aimed at improving landscape amenity and the remaining natural values of the creek. The extent and frequency of maintenance of vegetation along and in the watercourse, following the rehabilitation works, will to some extent be governed by Council's available resources. Service levels are generally reviewed each year in the light of the annual budget allocation.

Beyond the identified works outlined in this plan and the rehabilitation Project Plan, Council will undertake seasonal maintenance inspection of the watercourse to prioritise activities that will ensure target vegetation along the corridor is maintained. Monitoring of the revegetation works and weed control works should be done on an annual basis.

The monitoring program will cover the following:

Instream

- The extent of fallen trees and limbs.

Stream banks

- Stability of soil and banks
- Hazards (leaning trees etc.)
- Presence of stumps, stubs and loose ground.

Track

- Signage
- Tree debris
- Grass and annuals cut back.

Regrowth

- Regrowth from stumps (target weeds species) and other weeds.

Environmental improvement

- Tracking progress with survival rates of revegetation and indicators of stream quality and biodiversity.

Progress on environmental improvement will be promoted through both internal and external media, and Council will encourage citizen science initiatives such as Waterwatch, Bugwatch and contribute bird, frog and other sightings into a cloud based data collection platform such as NatureMapr or similar.

An inspection and maintenance check list is provided in Appendix 2.

4 Funding sources

The maintenance and upgrade of reserves are a significant cost component of Council's operations and their continued maintenance depends upon its financial resources.

The implementation of actions identified in the plan will proceed as determined through Council's delivery program and annual operational plan and budget.

Council funds these works from a number of sources, including:

- Rate revenue
- Australian and state government grants, including Crown Reserves Improvement Fund
- Sponsorship by local community organisations
- Private sector contributions such as commercial sponsorship of projects.

Groups with an interest in community land such as service clubs, sporting clubs, Landcare and other volunteer groups are encouraged to conduct activities aimed at caring for the water course, such as working bees, planting, care and maintenance of planted trees, and activities such as Waterwatch, Bugwatch and uploading plant and animal sightings to NatureMapr.

Council will continue to pursue prospects to obtain in-kind labour and funds from grants, sponsorship and other funding opportunities to progress the rehabilitation works along the creek. It is important that there be a medium-long term commitment to this project, as each stage of weed removal leaves a stretch of creek vulnerable to erosion and with poor visual and recreational amenity.

In the longer term, it is intended that the watercourse will form the focal point of a Plan of Management for the entire area of public open space bounded by Tarago Road and Turallo Terrace low level crossing, as this is a major recreational focus for the town, as well as a prominent access point between the commercial centre, school, council facilities and the northern extent of the town. This will require a budget commitment to match initial external funds and to maintain the site for enjoyment by the community.

Appendix 1: Risk assessment guidance

The risk assessment process for the Plan of Management²:

– How likely is the risk to occur?

LIKLIHOOD	DESCRIPTION
Low	Could occur at some time (less than once in 10 years)
Medium	Might occur at some time (at least once in 3 years)
High	Wil probably occur in most circumstances (at least once a year)

– What are the consequences?

LIKLIHOOD	DESCRIPTION
Low	Assets/maintenance – minor repairs or remediation Safety – minor injury possibly requiring on-sire first aid only
Medium	Assets/maintenance – major repairs/remediation or construction work Safety – injury requiring medical attention
High	Assets/maintenance – irreversible damage to reserve or loss of asset Safety – life threatening causing permanent injury or death

Risk evaluation matrix

Likelihood	Consequence		
	High	Medium	Low
High	A	A	B
Medium	A	B	C
Low	B	C	D

Risk rank and classification

Rank	Classification
A	Risk is intolerable and cannot be justified on any grounds.
B	Risk must be reduced unless the cost or effort of reducing the risk is grossly disproportionate to the benefits gained.
C	Risk may be reduced unless the cost or effort of reducing the risk is disproportionate to the benefits gained.
D	Maintain current systems of monitoring and review. Generally, no additional action is required to reduce the risk.

² Victorian Government, Department of Environment, Land, Water and Planning 2015. Committees of Management Responsibilities and Good Practice Guidelines

Appendix 2: Inspection and maintenance checklist

CREEK SECTION:		INSPECTION GRADE:				
Date:		Season: (Circle)	Spring	Summer	Autumn	Winter
Starting point:						
Creek inspector: (name)		Phone:	Email:			

ITEM	RATING SYSTEM 1-5 (1 – 5, WITH 1 BEING LOWEST RISK AND 5 BEING HIGHEST RISK)	INSPECTION COMMENTS AND REQUIRED ACTIONS	LOCATION - CREEK SECTION
Instream			
Extent of fallen trees and limbs			
Stream banks			
Stability of soil			
Hazards cleared (dead limbs, leaning trees, etc)			
Presence of stumps, stubs and loose rock			
Track			
Signage bright, clean, in good condition			
Tree debris and trimmings cleared well off track			
Grass and annuals cut back			
Regrowth			
Regrowth from stumps (target weed species) and other weeds			

This report has been prepared by:

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Document review and authorisation

Project Number: #0814

Doc Version	Final/Draft	Date	Author	Project Director review	BST QA review	Release approved by	Issued to
1.0	Draft	07.07.20	J. McRobert M.Ludeman	J. McRobert	M. Sandford	J. McRobert	M. Appleby
2.0	Final draft	19.08.20	M.Ludeman	J. McRobert	J. Longford	J. McRobert	M. Appleby
2.1	Final draft (land tenure map added)	27.08.20	M. Ludeman J. McRobert	J. McRobert	-	J. McRobert	M. Appleby

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 SEPTEMBER 2020

ITEM 9.9 ADOPTION OF BRAIDWOOD GRAZING INDUSTRY WEED
MANAGEMENT PLAN

ATTACHMENT 1 RESPONSES TO COMMUNITY AND STAFF COMMENTS

Responses to community comments and staff/consultant changes

Draft Braidwood Grazing Industry Weed Management Plan

One respondent was particularly concerned about Scotch broom along Charley's Forest Road, outside the asset protection area. The disconnected area north of Mongarlowe is outside the scope of this Plan, however may in future be the subject of a separate asset protection plan pending the success of the current Plan. Scotch broom on roadsides within the asset plan area will be managed in accordance with the Plan, consistent with adjacent agricultural land.

One respondent commented they were interested in the urban and country interface. This is not specifically addressed, however the buffer zone protecting agricultural land would extend into the Braidwood town adjacent to grazing paddocks.

Several comments appeared to be more related to control methods, which are considered beyond the scope of this Plan. The Plan focusses on defining outcomes, not being prescriptive on how individual landholders achieve those outcomes. Relevant comments included those related to weeds filling an ecological niche, climate change, marginal viability of the industry, stocking rates and carbon.

One respondent commented that this plan was not viable, however listed options that were mostly considered beyond the scope of this plan (eg carbon credits and economies of scale). The plan does hope to encourage a more coordinated approach to weeds.

The suggestion of another river system or pumping water from the coast were considered beyond the scope of this plan.

It was unclear how comments on the spread of Serrated tussock may be incorporated into the Plan.

Several attendees at the community meeting raised questions about how the weeds on the list were determined, however no specific recommendations were made at that meeting.

In addition, comments were received from Dr Paul Downey, a consultant working for Council on a related project, and staff. These mainly related to minor grammatical and definition edits and did not change the intent of the plan, the list of priority weeds or their management actions. Specifically:

- Standardisation of terminology
 - 'agricultural' changed to 'local grazing' industry (p.3)
 - 'pest plants' changed to 'priority weeds' (p.3, p.5)
 - whenever referring to the plan use 'weed management', whenever referring to the asset protection area use 'priority asset'
 - 'asset protection plan' changed to 'weed management plan' (p.4);
- On page 4, the sentences were rearranged to first define the Land and Soil Capability before focussing on the local Braidwood area.

A landholder involved in the Beefing up Braidwood project later (outside the period of public consultation) questioned the risk level for African lovegrass, which was subsequently checked by staff and confirmed to be correct according to the risk assessment used.

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 SEPTEMBER 2020

ITEM 9.9 ADOPTION OF BRAIDWOOD GRAZING INDUSTRY WEED
MANAGEMENT PLAN

ATTACHMENT 2 BRAIDWOOD GRAZING INDUSTRY WEED MANAGEMENT
PLAN



Braidwood grazing industry weed management plan



Braidwood grazing industry weed management plan

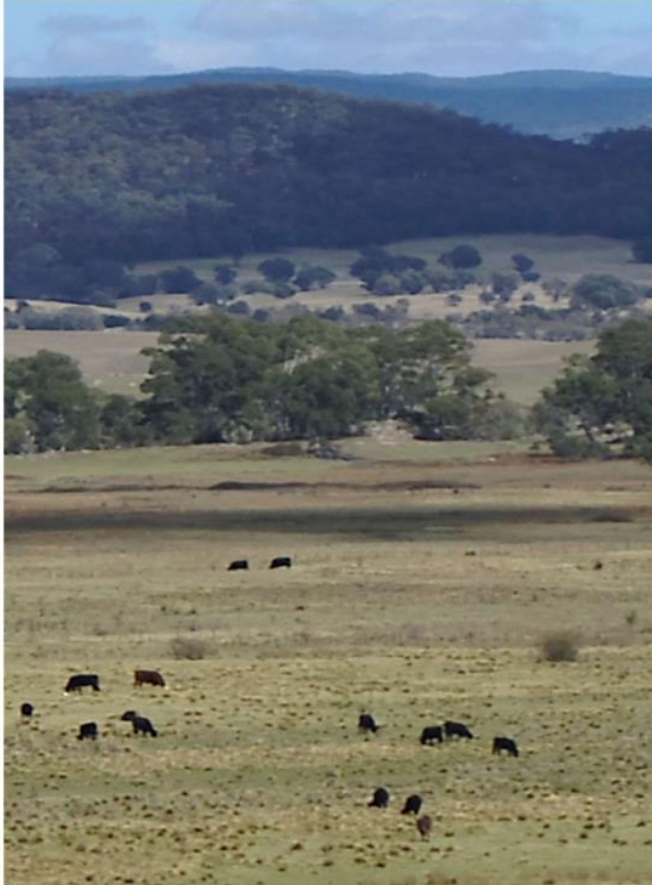


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Braidwood grazing industry weed management plan

Introduction

The Queanbeyan-Palerang region in south east of New South Wales covers 5,319km² and supports 56,000 residents. Agriculture is a leading export industry¹, contributing around \$40 million to the regional economy each year. Livestock production dominates the agricultural industry, particularly cattle in the Braidwood sub-region^{2,3}.

Agricultural production areas face a range of threats to their sustainable productivity. Weed invasion poses a major impact on the grazing industry by reducing productivity through competition with desirable pasture species and reducing the quality of agricultural products. Ongoing weed control is also a significant input cost for most producers. Other threats, that often compound the impacts of weeds, include weather conditions and feral animals.

Weed management to protect a local grazing industry requires a coordinated approach across many properties. Integrated weed management, where a combination of techniques are applied for more effective control, is also important. An ongoing commitment from all landholders can stop the establishment and spread of new weeds. The impacts of widespread weeds can also be minimised, particularly on priority assets like highly productive agricultural land. While the NSW *Biosecurity Act 2015* requires the control of pest plants that pose an impact on the economy, environment and community⁴, it is also in the best interest of the local community to maintain a program of weed control beyond legal requirements.

This plan defines the most productive concentration of continuous agricultural land within the Queanbeyan-Palerang region, the Braidwood grazing industry priority asset area (Figure 1). An integrated and cooperative program of weed management is outlined to guide biosecurity management actions to protect this priority asset from the impacts of priority weeds.

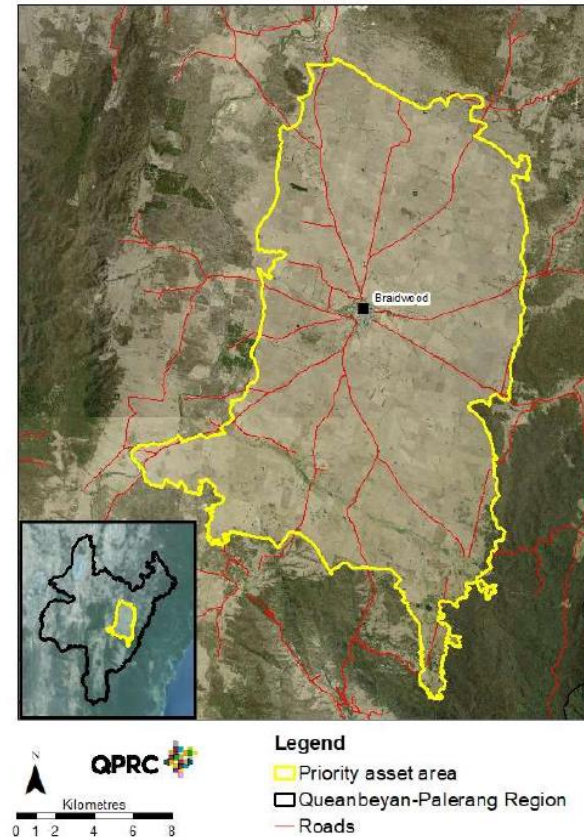


Figure 1. Location of the Braidwood grazing industry priority asset.

Braidwood grazing industry weed management plan

Braidwood grazing industry

The physical capacity of land to sustain different land uses has been defined by the NSW land and soil capability assessment⁵. The Queanbeyan-Palerang region has no Class 1 or 2 land and only isolated pockets of Class 3 (High Capability) land. There is a reasonable extent of Class 4 (Moderate Capability) land⁶, defined as:

Land has moderate to high limitations for high-impact land uses. Will restrict land management options for regular high-impact land uses such as cropping, high-intensity grazing and horticulture. These limitations can only be managed by specialised management practices with a high level of knowledge, expertise, inputs, investment and technology.⁵

The town of Braidwood is surrounded by open grazing land covering nearly 400 square kilometres, mostly classed as Moderate Capability⁶. For the purposes of this plan, the extent of the Braidwood grazing industry priority asset area is defined as the continuous mass of Moderate Capability land bounded by woody land cover and the Shoalhaven River. Encompassed within this area are the lower capability Jembaicumbene Creek line and islands of both lower capability land and woody land cover (Figure 2). It is estimated that the Braidwood grazing asset area is worth around \$10 million per year, based on 2015-16 agricultural census data for the Braidwood Statistical Area (SA2)^{2,3} and an analysis of land capability mapping⁶.

Beyond the Braidwood grazing industry priority asset area the Queanbeyan-Palerang region has smaller areas of High and Moderate Capability land plus lower capability land that also support grazing. These areas may be considered for future weed management plans pending the success of the current plan in achieving improved protection of this priority economic asset from the impacts of weed invasion.

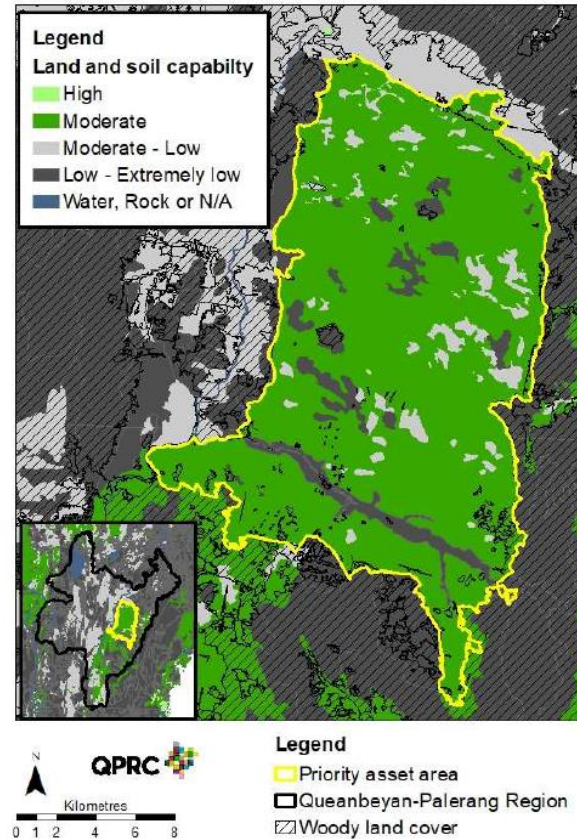


Figure 2. Environmental features defining the Braidwood grazing industry.

Braidwood grazing industry weed management plan

Weed threats

Weeds present a serious threat to the Braidwood grazing industry. In particular, a number of introduced plant species with low value as stock feed can out-compete more favourable pasture species.

The NSW Weed Risk Management system⁷ was used to assess weed risks and prioritise their management. The highest priority is put on preventing new high risk weeds from entering the area, followed by the eradication of small infestations. Once weeds become established there are a range of management outcomes to minimise their impacts (Figure 3).

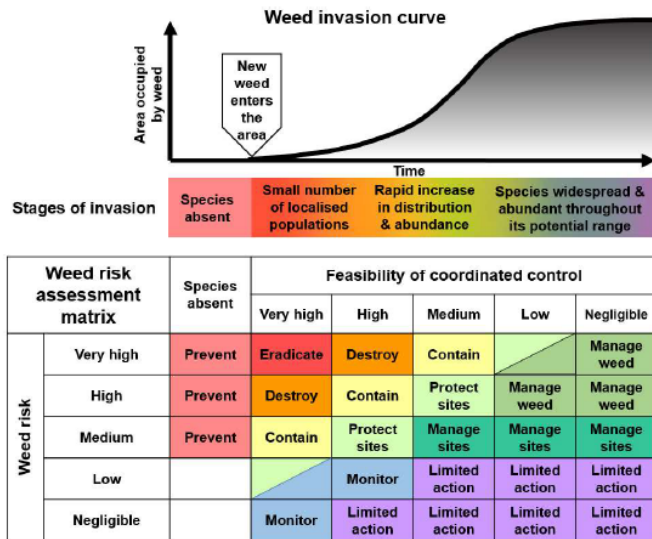


Fig 3. Weed invasion curve, risk assessment matrix and management^{7,8}.



The regional weed plan⁸ lists State and Regional priority weeds along with their control requirements. More localised risk assessments have also been completed to fine tune these requirements to meet a general biosecurity duty under the *Biosecurity Act 2015*.

Species that are currently thought to be absent but have previously been found nearby, and have the potential to impact on pasture production and/or livestock, include Fireweed and Gorse. In addition, cattle and fodder being imported from further afield than usual during drought increases the risk of a wider range of new weeds being imported⁹ – please keep an eye out for and report anything unusual.

Weed species that currently occur within the asset protection area in small numbers and have the potential to spread widely and impact grazing include Blackberry and Sweet Briar. Other weeds with limited distribution, such as Scotch broom, can invade and establish alongside key landscape features such as waterways, reducing access and the diversity of native species.

The region also has many widespread weed species, including those posing higher risk to the grazing industry such as African lovegrass, Chilean needle grass and Serrated tussock. These have further potential to increase in density and impacts, particularly during drought periods when there can be limited competitive groundcover.

The following section recommends appropriate management of priority weeds that are already known to be present in the region and whose management objective includes asset protection or higher. Other weeds posing a lower risk are not specifically addressed in this plan, however there is still a general biosecurity duty under the *Biosecurity Act 2015* to manage all weeds that pose an impact on the economy, environment or community. In addition, vigilant hygiene practices and surveillance should be maintained to prevent and detect any new weeds that may impact this priority asset.

Braidwood grazing industry weed management plan

Weed management

The vision of this plan is to adopt and promote a shared responsibility between Government, industry and the community for a coordinated approach to protect the Braidwood grazing industry from the economic impacts of weeds. Local weed risk assessments have identified the following priority weed species (Table 1). Their risk, feasibility of coordinated control and consequent management outcome have been calculated as shown. Appropriate local management actions are based on the NSW Weed Risk Management system guiding principles⁷. For further information on these weeds, including identification and control options, contact Council's Biosecurity Officers or refer to WeedWise¹⁰.

Table 1. Priority weed species and their risk assessment outcomes.

Species	Risk	Feasibility of control	Management outcome	Management action*
Fireweed <i>Senecio madagascariensis</i>	High	Not present	Alert	Ongoing surveillance, particularly sites of fodder imported from outside the region. [Note: previously detected and eradicated from many nearby sites within the region]
Gorse <i>Ulex europaeus</i>	Very high	Very high	Eradication	Locate, map and destroy all infestations including seed banks. Ongoing monitoring to ensure eradication.
St John's wort <i>Hypericum perforatum</i>	Very high	Medium	Contain spread	Control all infestations to prevent the spread of plants, aiming for a significant reduction in plant density within the Braidwood grazing industry priority asset area and a minimum 20m surrounding buffer zone.
Blackberry European sp. <i>Rubus, Rosaceae.</i>	Very high	Medium	Contain spread	Control all infestations occupying grazing land to prevent the spread of plants, aiming for a significant reduction in plant density within the Braidwood grazing industry priority asset area and a minimum 50m surrounding buffer zone.
Chilean Needle Grass <i>Nassella neesiana</i>	High	Low	Manage Weed	Apply integrated weed management techniques to reduce the density of infestations and reduce impacts on the economic values of the Braidwood grazing industry priority asset area including a minimum 50m surrounding buffer zone.
Serrated tussock <i>Nassella trichotoma</i>	Very high	Negligible	Manage weed	
Sweet Briar <i>Rosa rubiginosa</i>	Medium	Low	Manage weed	
African lovegrass <i>Eragrostis curvula</i>	Medium	Medium	Manage sites	Apply integrated weed management techniques to prevent an increase in density of infestations and maintain economic values within the Braidwood grazing industry priority asset area and a minimum 20m surrounding buffer zone.
Patterson's Curse <i>Echium plantagineum</i>	Low	Very High	Monitor & Protect Priority Sites	Monitor the spread of the species and if the risk increases then control infestations to significantly reduce weed density.

* Minimum buffer zone distances are specified to minimise the risk of weed material spreading into the priority asset area and should be extended at sites where the mode of spread is stronger, such as plants with wind-borne seed at upwind exposed sites or seed moved by livestock within a fenced paddock.



Braidwood grazing industry weed management plan

Further information

1. Queanbeyan-Palerang Regional Council 2018, *Queanbeyan-Palerang Regional Economic Development Strategy 2018-2022*
2. Australian Bureau of Statistics 2017, *7121.0 - Agricultural Commodities, Australia, 2015-16*, viewed 22 October 2019, <https://www.abs.gov.au/AUSSTATS/abs@.nsf/Lookup/7121.0Main+Features12015-16?OpenDocument>
3. Australian Bureau of Statistics 2017, ABS Maps of *2016 Statistical Area level 2 (SA2)* and *2016 Local Government Area (LGA)*, viewed 22 October 2019, <https://itt.abs.gov.au/itt/r.jsp?ABSMaps>
4. NSW Legislation 2019, *Biosecurity Act 2015 No 24*, viewed 21 November 2019, <https://www.legislation.nsw.gov.au/#/view/act/2015/24>
5. Office of Environment and Heritage 2012, *The land and soil capability assessment scheme – second approximation*, viewed 22 October 2019, <https://www.environment.nsw.gov.au/research-and-publications/publications-search/land-and-soil-capability-assessment-scheme>
6. Sharing and Enabling Environmental Data 2019, *Land and Soil Capability Mapping for NSW (version 3.0)*, viewed 22 October 2019, https://geo.seed.nsw.gov.au/Public_Viewer/index.html?viewer=Public_Viewer&locale=en-AU&runWorkflow=AppendLayerCatalog&CatalogLayer=SEED_Catalog.111
7. Department of Primary Industries 2019, *NSW Weed Risk Management system*, viewed 22 October 2019, <https://www.dpi.nsw.gov.au/biosecurity/weeds/strategy>
8. South East Local Land Services 2017, *South East Regional Strategic Weed Management Plan 2017-2022*, viewed 22 October 2019, https://southeast.ils.nsw.gov.au/_data/assets/pdf_file/0006/722706/South-East-Regional-Weed-Mgmt-Plan.pdf
9. Department of Primary Industries 2019, *Feed and Fodder*, viewed 15 November 2019, <https://www.dpi.nsw.gov.au/biosecurity/feed-and-fodder>
10. Department of Primary Industries 2019, *NSW WeedWise*, viewed 22 October 2019, <https://weeds.dpi.nsw.gov.au/>



QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 SEPTEMBER 2020

**ITEM 9.12 BUNGENDORE STORMWATER TRUNK INFRASTRUCTURE -
VOLUNTARY PLANNING AGREEMENT**

**ATTACHMENT 2 DRAFT FINAL VOLUNTARY PLANNING AGREEMENT -
ELLENDON ESTATE PTY LTD & QPRC**

Bungendore Stormwater Trunk Infrastructure Voluntary Planning Agreement

Queanbeyan-Palerang Regional Council ("**Council**")

ABN 95 933 070 982

Ellendon Estate Pty Ltd ("**Developer**")

ABN 98 637 026 763

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9.12 Bungendore Stormwater Trunk Infrastructure - Voluntary Planning Agreement
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Deed made at Queanbeyan on 2020

Parties

Queanbeyan-Palerang Regional Council ("Council")

ABN 95 933 070 982

Ellendon Estate Pty Ltd ("Developer")

ABN 98 637 026 763

Background

- A. On 21 May 2019 the Developer obtained Development Consent to carry out the Development on the Land.
- B. To carry out the Development on the Land the Developer is required to carry out works to improve stormwater drainage.
- C. The land to the north of the Land is also affected by poor stormwater drainage.
- D. To provide a stormwater drainage arrangement which will facilitate the Development and remedy the poor drainage arrangements affecting the land to the north of the Land:
 - I. the Developer has offered to construct trunk stormwater drainage infrastructure works as described in Special Condition 5 of the Development Consent (**the Stormwater Works**); and
 - II. the Council has agreed to contribute to the cost of constructing the Stormwater Works.
- E. The Council and Developer have agreed to enter into this Deed to record the terms of their agreement as to the construction and funding of the Stormwater Works.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

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

Approval means any approvals, consents, modifications, certificates, permits, endorsements, licenses, conditions or requirements (and any modifications or other variations to them) which may be required by law in connection with the commencement and carrying out, as applicable, of the works associated with the provision of the Contributions.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an “accredited certifier” as that term is defined in the Act.

Approved Plans means the plans stamped and approved on 21 May 2019 as part of DA.2018.210, copies of which are included at Annexure A to this Deed.

Business Day means any day on which banks are open for business generally in NSW, except for Saturday, Sunday or a day which is a public holiday in NSW.

Business Hours means from 9am to 5pm on each Business Day.

Completion means the date that the Developer issues a notice to the Council under cl.5.5(b) stating that Stormwater Works are, in its view, complete.

Construction Certificate means a construction certificate as defined in the Act.

Contributions means the development contributions, being dedication of land and infrastructure as described in clause 5.

Costs means external costs, charges and expenses, including those incurred in connection with consultants and advisers.

Council means Queanbeyan-Palerang Regional Shire Council.

Defects Liability Period means the period of 12 months from the date the Stormwater Works reach Final Completion.

Development means the development or any part of the development approved under the Development Consent (including any subsequent modification of the Development Consent).

Development Application has the meaning given to that term under the Act.

Development Consent means the consent granted by the Council to Development Application No DA.2018.210 for a 17 lot subdivision of the Land.

Explanatory Note means the explanatory note in relation to the Planning Agreement, as required by clause 25E of the Regulations, and attached as Schedule 2 to this Deed.

Final Completion means the date the Stormwater Works are certified to be complete by the Council under clause 5.5(e).

GST has the same meaning as in the GST Law.

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

Land means Lots 3 and 4 Section 11 DP 976608, Lot 7 DP 286479 and Lot 20 DP 1237143.

Law means

- (a) the common law including principles of equity; and

- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority,

presently applying or as they may apply in the future.

Legislation means any statute, rule, ordinance, code, regulation, proclamation, by-law or consent by an Authority.

Material Breach means

- a. any breach of the following essential clauses: 5.2(a), 5.2(b) 5.3(a), 6.1, 10, 11(d) and 14(a);
- b. a breach of any other clause where the breach results in a serious or substantial consequence, as determined by the Council acting reasonably.

Modification Application means any application to modify the Development Consent under section 4.55 of the Act.

Monetary Contribution means the amount of \$319,000 (inclusive of any GST) payable by the Council to the Developer to be put towards the cost of delivering the Stormwater Works.

Occupation certificate means an occupation certificate as defined in the Act.

Owners means the Developer, Bernardo Passeggi & Joanna T Passeggi and BLD Enterprises Pty Limited (ABN 86 092 105 603).

Party means a party to this Deed, including their respective successors and assigns.

Project Material means any relevant works-as-executed plans required under conditions 60 and 61 of the Consent, statutory approvals and all other documents which are required for the use, operation and maintenance of the Stormwater Works.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Security means the bond provided by the Developer under and in accordance with cl.9.2.

State means the State of New South Wales.

Stormwater Works means the construction, in accordance with the Approved Plans and AUS-SPEC#1 D5 QPRC Stormwater Drainage Design (as amended by Queanbeyan-Palerang Regional Council), of trunk drainage stormwater infrastructure SW1/8 to SW1/1 identified on Sheet 8 (Rev B) and Sheet 11 (Rev B) of SUBCC.2019.1099 issued by QPRC on 13 January 2020

Subdivision Certificate means a subdivision certificate as defined in the Act.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:

- (c) “person” includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a Party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to an Authority in this Deed includes,
 - i. where an Authority ceases to exist, the body which replaces it; and
 - ii. where an Authority has its powers or functions transferred to another body the body which has the same or similar powers and which performs the same or similar functions.
- (f) neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (g) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (i) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (j) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) “includes” in any form is not a word of limitation;
- (m) a reference to dollars or \$ is to Australian currency; and
- (n) a reference to a term or expression defined in the Act shall have the meaning given to it by the Act.

2. Status of this Deed

- (a) This Deed takes effect from the date on which it is executed by all Parties.
- (b) The Parties will use their best endeavours to execute this Deed within 28 Business Days from the end of the public notice period required by clause 25D of the Regulations.

3. Planning Agreement under the Act and Policy

- (a) The Parties agree that this Deed is a planning agreement within the meaning of section 7.4 of the Act.

- (b) Schedule 2: Explanatory Note of this Deed summarises the requirements for planning agreements under section 7.4 of the Act and the way this Deed addresses those requirements.

4. Application of this Deed

This Deed applies to:

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

5. Contributions

5.1 Timing of contributions

- (a) The Stormwater Works which the Developer is required to carry out under clause 5.2 must achieve Final Completion
 - i. within 6 months of the date the Council pays the first instalment of the Monetary Contribution to the Developer; and
 - ii. prior to the issue of a Subdivision Certificate for the Development.

5.2 The Stormwater Works

- (a) The Developer must construct the Stormwater Works in accordance with the Approved Plans.
- (b) Within 14 days of Final Completion of the Stormwater Works, and prior to the registration of the plan of subdivision the Developer must restore the surface of the affected Land as nearly as possible to the state it was in prior to the installation of the Stormwater Works.
- (c) A Subdivision Certificate for the Development will not be issued until the Stormwater Works have reached Final Completion. This clause operates as a restriction on the issue of a Subdivision Certificate pursuant to s.6.15 of the Act.

5.3 Dedication of Easement and Land by Developer

At the time of registration of the plan of subdivision, and at no cost to the Council, the Developer must:

- (a) register an Easement to Drain Water in favour of the Council in accordance with the proposed easement shown on the Approved Plan titled 'proposed subdivision layout' version 1A (dated 10/10/2018); and
- (b) dedicate the land identified on the Approved Plan titled 'proposed subdivision layout' version 1A (dated 10/10/2018) as McKay Drive to the Council for use as a road.

5.4 Monetary Contribution towards works

- (a) The Council agrees to pay the Monetary Contribution to the Developer.
- (b) The Council will pay the Monetary Contribution to the Developer in two equal instalments as follows:

- (1) The first instalment of \$159,500 (inclusive of GST) is to be paid within 30 days of the date this Deed commences;
 - (2) The second and final instalment of \$159,500 (inclusive of GST) is to be paid within 30 days of the date of Final Completion of the Stormwater Works.
- (c) Payment is to be made by electronic funds transfer into an account specified by the Developer.
- (d) The Monetary Contribution will be taken to have been made when the Developer receives the full, cleared amount of the contribution by bank cheque or by electronic funds transfer to the Council's bank account.
- (e) The Developer must apply the Monetary Contribution towards the cost of carrying out the Stormwater Works.
- (f) For abundant clarity,
- (1) Nothing in this clause fetters the Developer's obligation to deliver the Stormwater Infrastructure in accordance with cl. 5.1 and 5.2; and
 - (2) Under no circumstances is the Council required to pay any amount to the Developer towards the costs of the Stormwater Works beyond the Monetary Contribution.

5.5 Completion and acceptance of Stormwater Works

- (a) The Developer is to give the Council written notice of the date on which it considers it will Complete the Stormwater Works. Notice is to be given at least 5 Business Days prior to the expected Completion date.
- (b) Once the Developer considers that the Stormwater Works are complete the Developer is to provide a certificate to the Council confirming that the works have been carried out and completed in accordance with the requirements of this Deed, the Development Consent and any relevant Australian Standards.
- (c) Following receipt of a notice under clause 5.5(b) the Council is to inspect the Stormwater Works. The inspection is to take place within 15 Business Days of the date the notice is received by the Council, unless otherwise agreed by the parties.
- (d) Within 10 Business Days of the Council's inspection under clause 5.5(c) (or a reinspection clause 5.6(c)(2)) the Council is to:
 - (1) issue a notice to the Developer stating that the Stormwater Works are complete; or
 - (2) give the Developer a notice under clause 5.6 to the effect that the Stormwater Works contain a defect and identify the work required to rectify the defect/s.
- (e) The Stormwater Works are taken to have reached Final Completion on the date the Council issues a notice to the Developer stating that the Stormwater Works are complete under clause 5.5(d)(1).
- (f) On Final Completion:

- (1) the Stormwater Works will vest in the Council; and
- (2) the Council will assume responsibility for maintenance of the Stormwater Works.

5.6 Defects in Stormwater Works

- (a) The Council may give the Developer a notice to the effect that the Stormwater Works contain a defect and needs to be rectified:
 - (1) following an inspection under clause 5.5(c); or
 - (2) at any time during the Defects Liability Period.
- (b) The Developer must, at its cost, rectify any such defects promptly, in accordance with the terms of the defect notice and to the reasonable satisfaction of the Council.
- (c) If the Council issues a defect notice under this clause, the Council may do one or more of the following:
 - (1) require the Developer to certify that the rectified work has been carried out and completed in accordance with the requirements of this Deed and the Development Consent and any relevant Australian Standards; or
 - (2) re-inspect the Stormwater Works within 10 Business Days of being given notice that the defect has been rectified.
- (d) The Council must provide all reasonable assistance to Developer to enable the defect to be rectified.
- (e) If the Developer does not rectify a breach within 15 Business Days of receiving notice under clause 5.6(a) (or within any longer period the Council allows) the Council may do one or more of the following:
 - (1) Apply the Security to rectify that defect; or
 - (2) Require Developer to do all or any of the following:
 - i. assign to the Council its rights under any warranties or rights of action which it has under any contract for the construction of the Stormwater Works, including allowing access to Council to the Land;
 - ii. appoint the Council as its attorney to exercise its rights and powers under any contract for the construction of the Stormwater Works, including any right to conduct proceedings or prosecute any action to enforce the Developer's rights against others under any such contract;
 - iii. execute all such documents and do all such things on the Developer's behalf as are necessary or desirable to enable the Council to rectify any defects in accordance with the terms of this Deed and any such contract; or

- iv. provide any assistance required for the purpose of defending or settling any claim or the pursuit of any rights of recovery from others under any such contract.

5.7 Access to land by Council

- (a) In addition to the inspections contemplated by clauses 5.5 and 5.6, the Council may enter the Land in order to inspect or test the Stormwater Works, or to remedy any breach by the Developer of its obligations under this Deed at any time.
- (b) Prior to registration of the easement under cl. 5.3, and unless entry to the Land is, in the Council's opinion, required urgently, the Council will give the Developer at least 24 hours notice of its intention to enter the Land.

5.8 Step in Rights

- (a) The Council may step in and take over the Stormwater Works:
 - (1) If the Developer is declared bankrupt or insolvent;
 - (2) If the Developer Materially Breaches this Deed; or
 - (3) If, in the reasonable opinion of the Council, it is necessary to intervene to protect Council infrastructure, third party property or public health or safety.
- (b) If the Material Breach relates to delay in completing the Stormwater Works clause 5.8(a) can only be triggered if, in the reasonable opinion of the Council, the breach is of a nature and scale that the Developer is unable to reasonably complete those outstanding works within 15 Business Days of the date for completion of the Works specified in clause 5.1(a).
- (c) The Developer must pay any costs or expenses incurred by the Council in exercising its step in rights under this clause and Council may recover any such costs or expenses from the Developer as a debt due and payable.
- (d) Despite cl.9.2, the Council may also deduct any amount owing to it under this clause from:
 - (1) the Security; or
 - (2) that part of the Monetary Contribution it would otherwise be required to pay to the Developer.

6. Intellectual property

6.1 Licence to use Intellectual Property

- (a) The Developer warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material in accordance with this clause.
- (b) Within 24 hours of the Stormwater Works reaching Final Completion the Developer must provide:
 - (1) the Project Material; and

- (2) a non-exclusive licence to the Council which allows the Council to use the copyright in the Project Material for the purposes of using and maintaining and making alterations to those works and exercising any of its statutory powers and performing any of its statutory functions.
- (c) The Developer agrees, if requested by the Council, to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause.
- (d) The Developer also agrees:
 - (1) to obtain from each author of any Project Material a written consent to the Council using that material for the purposes described at cl.6.1(b)(2)above;
 - (2) upon request, to provide the executed original of each such consent to the Council.
- (e) the obligations in this clause are a continuing obligation, separate and independent from the other obligations of the parties, and survive termination, completion or expiration of this Deed.

7. Application of s.7.11, s.7.12 and s.7.24 of the Act to the Development

- (a) This Deed does not exclude the application of section 7.11 of the Act to the Development.
- (b) This Deed does not exclude the application of section 7.12 of the Act to the Development.
- (c) This Deed does not exclude the application of section 7.24 of the Act to the Development.

8. Interests in the Land

8.1 Owners consent

- (a) Prior to entering any part of the Land which it does not own the Developer must seek written consent from each of the relevant Owners to enter and carry out the Stormwater Works on the Land.
- (b) If the Developer is unable to obtain consent from an Owner of the Land to enter and carry out the Stormwater Works on the Land:
 - (1) the Developer may request that the Council authorise its personnel to enter and to carry out the Stormwater Works on the Land on the Council's behalf under s.191A of the *Local Government Act 1993*; and
 - (2) the Council agrees to authorise the Developer's personnel to enter and to carry out the Stormwater Works on the Land on the Council's behalf under s.191A of the *Local Government Act 1993*, including by issuing an Authority to Enter Premises under s.199 of the *Local Government Act 1993*.

8.2 Registration

The Parties agree that it is not necessary to register this Deed on the certificate of title for the Land.

9. Security

9.1 Security for easement and dedicated land

- (a) If the Developer does not comply with its obligations in clause 5.3 of this Deed, the Developer agrees that the Council may compulsorily acquire the easement and the land to be dedicated to Council under that clause. For the purposes of section 30(2) of the *Land Acquisition (Just Terms Compensation) Act 1991*, Developer agrees that the compensation payable for the acquisition of the easement and the land will be \$1.00 and that all relevant matters concerning the compulsory acquisition have been agreed.
- (b) The Council may exercise its rights under clause 9.1(a) by serving written notice and delivering a transfer or a registrable section 88B Instrument under the *Real Property Act 1900* (NSW), and the Developer must execute and return that form to the Council within 14 days from the date of service.
- (c) The Developer agrees to do all things necessary to facilitate a transfer under this clause including to enable the Council to execute all such documents and do all such things on the Developer's behalf as are necessary or desirable to enable the transfer of the easement and land to the Council.

9.2 Security for Stormwater Works

- (a) Prior to the issue of a Subdivision Certificate the Developer must lodge a bond with the Council to the value of 5% of the value of the Stormwater Works described in the Bill of Quantities in the Contract (or as otherwise agreed by Queanbeyan-Palerang Regional Council). This clause 9.2(a) operates as a restriction on the issue of a Subdivision Certificate pursuant to s.6.15 of the Act.
- (b) If the Developer does not comply with any of its obligations under this Deed the Council may, after giving 15 Business Days' notice;
 - (1) remedy any default at the expense of the Developer; and
 - (2) draw down on the Security amount without notice to the Developer to reimburse the Council for the costs incurred in remedying the Developer's default, including to meet the costs of any repair of defective or inadequate works.
- (c) The Council will return the relevant part of the Security to the Developer:
 - (1) Where no defect notice has been issued, within 20 Business Days from the end of the Defects Liability Period for the Stormwater Works, or
 - (2) Where one or more defect notices have been given under clause 5.6, within 20 Business Days after the last defect has been rectified to the satisfaction of the Council.

- (d) If the Council calls on the Security in accordance with this Deed, the Council may, by notice in writing to the Developer, require the Developer to provide further security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under clause 9.2.

10. Insurance

- (a) From the commencement of the Stormwater Works until the end of the Defects Liability Period the Developer or the Developer's Contractors must take out and keep current the following insurances:
 - (1) public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, Developer and any subcontractor of Developer for liability to any third party;
 - (2) workers compensation insurance as required by law; and
 - (3) any other insurance required by law.

11. Indemnity

- (a) The Developer indemnifies the Council against all actions, claims, demands, losses, damages, liabilities, costs and expenses of any nature sustained or incurred at any time by the Council, whether directly or indirectly caused or contributed to by:
 - (1) a breach of this Deed by the Developer or its contractors; or
 - (2) any negligence of the Developer or its contractors in the construction of the Stormwater Works;
- (b) the indemnity given in this clause is a continuing obligation, separate and independent from the other obligations of the Developer, and survives termination, completion or expiration of this Deed;
- (c) It is not necessary for the Council to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed; and
- (d) The Developer must pay on demand any amount it must pay under an indemnity in this Deed.

12. Enforcement of Obligations

12.1 Default

- (a) If one Party considers that the other Party has failed to perform or fulfil an obligation under this Deed it may give notice in writing to the other party (**Default Notice**) giving particulars of the default and requiring the default to be remedied within a reasonable time (not being less than 21 days).
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it, as well as whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.

- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 13 of this Deed.

12.2 Enforcement

- (a) This Deed may be enforced by any Party in any court of competent jurisdiction.
- (b) The Developer covenants with the Council that it will not rescind or terminate this Deed or make a claim that this Deed or the Development Consent conditions to which this Deed relates is void, voidable, unreasonable, illegal or unenforceable.

13. Dispute Resolution

13.1 Parties to meet

- (a) If a dispute between either of the Parties arises in connection with this Deed or its subject matter then either Party may give the other Party a Notice of Dispute in writing identifying and providing details of the dispute.
- (b) The Parties must continue to perform their respective obligations under this Deed despite the existence of a dispute.
- (c) Representatives of the Parties must promptly (and in any event within 10 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (d) The Parties may, without limitation:
 - (1) resolve the dispute during the course of that meeting;
 - (2) agree that further material or arbitration about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (3) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

13.2 Further Notice if Not Settled

If the dispute is not resolved within 20 Business Days after the nominated representatives have met, then either Party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 13.3.

13.3 Mediation

If one Party gives a Determination Notice to the other calling for the dispute to be mediated:

- (a) The Parties must agree to the terms of reference for the mediation within 20 Business Days of the receipt of the Determination Notice (or any further period agreed in writing by them), and those terms are to include a

- requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply.
- (b) The mediator will be agreed between the Parties or, failing agreement within 20 Business Days of receipt of the Determination Notice (or any further period agreed in writing by them), either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator.
 - (c) The mediator appointed pursuant to this clause 13.3 must:
 - (1) have reasonable qualifications and practical experience in the area of the dispute; and
 - (2) have no interest or duty which conflicts or may conflict with his or her function as a mediator and disclose any such interest or duty before his or her appointment.
 - (d) The mediator is to be required to give an undertaking to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties.
 - (e) The Parties must within 20 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, in which case the Council must give notice of its representative within 5 Business Days of the resolution).
 - (f) The Parties agree to be bound by a mediation settlement (if settlement is achieved) and may only initiate court proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement.
 - (g) In relation to costs and expenses:
 - (1) each Party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (2) the costs of the mediator will be shared equally by the Parties unless the mediator determines that a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that Party.

13.4 Litigation

- (a) The Parties must not commence any court proceedings relating to a dispute unless they have first complied with the processes in clauses 13.1-13.3.
- (b) If the dispute is not finally resolved in accordance with the processes in clauses 11.1-11.3 then either Party is at liberty to litigate the dispute.
- (c) Nothing in this clause 13 prevents:
 - (1) either party from seeking urgent interlocutory relief; or
 - (2) the Council from exercising any function under any Legislation, including the Act, or any other Law relating to the enforcement of any

aspect of this Deed or any matter to which this Deed relates, including the DA.

14. Assignment, Novation and Dealing

- (a) The Developer must not assign or novate its rights or obligations under the Deed unless:
 - (1) the person to whom the Land or rights are transferred agrees to be bound by the Deed at no cost to Council;
 - (2) Council is satisfied that the person to whom the Land or rights are to be transferred is able to perform the obligations under the Deed, based on such reasonable evidence as the Council requires to be provided;
 - (3) the Developer is not in breach of the Deed; and
 - (4) the Council otherwise consents to the transfer.
- (b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a Party (excluding the Council) shall be deemed to be an assignment of this Deed for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

15. Review and amendment of this Deed

- (a) The Council and Developer agree to review this Deed if the Development Consent is modified.
- (b) This Deed may also be reviewed or modified by the agreement of the Parties at any time. Any review or modification of this Deed will be conducted in the circumstances and in the manner determined by the Parties.
- (c) No modification or review of this Deed will be of any force or effect unless it is in writing and signed by both Parties.
- (d) A Party is not in breach of this Deed if it does not agree to an amendment to this Deed requested by a Party in, or as a consequence of, a review.

16. Costs

Each party to pay its own costs and expenses (including legal fees) of and incidental to the preparation, negotiations and execution of this Deed.

17. GST

- (a) Words and expressions which are not defined in this Deed but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) The parties agree that the Monetary Contribution includes any GST payable under the GST Law.
- (c) All other prices or other sums payable or consideration to be provided under this Deed are exclusive of GST. To the extent that GST is imposed on any such sums

the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

18. Use of Explanatory Note

The Explanatory Note must not be used to assist in construing this Deed.

19. Notices

- (a) A notice given by either Party pursuant to this Deed has no legal effect unless it is in writing.
- (b) All written notices given under this Deed may be validly given by any one of the following means:
 - (1) by sending it by prepaid post or by document exchange to the address of the Party to be served;
 - (2) by email to the email address of the Party to be served; or
 - (3) by delivering it to the Party to be served.
- (c) The Parties expressly acknowledge that it is each Party's responsibility to ensure that the other is fully aware of that Party's current contact details at all times throughout the duration of this Deed. Notices sent by one Party to the other Party which are addressed to an address previously notified to the delivering Party as the other Party's address are deemed received by the other Party unless and until that other Party can prove it had notified the delivering Party of a different address.
- (d) A notice shall be deemed to be given and received:
 - (1) if sent by pre-paid post or by document exchange, 7 Business Days after it has been posted or has been delivered to the Document Exchange Centre;
 - (2) if sent by email during Business Hours, on the day it was sent and, if sent by email outside Business Hours, on the first Business Day after the day it was sent; and
 - (3) if delivered during Business Hours, on the day of delivery and, if delivered outside Business Hours, on the first Business Day after the day of delivery.
- (e) As at the date of this Deed each Party's address for service is as follows:

For the Council

Delivery address: 256 Crawford St, Queanbeyan NSW 2620

Post: PO Box 90 Queanbeyan NSW 2620

Email: council@qprc.nsw.gov.au

For the Developer

Delivery address: 116 Ellendon street Bungendore NSW 2621

Post: PO Box 52, Bungendore NSW 2621

Email: Ellendon.estate@gmail.com

- (f) Any notice sent by email will be taken to have been received by the addressee for the purposes of this Deed unless the sender receives a message indicating that delivery has failed.
- (g) A Party may change its address for notices by giving the other Party 3 Business Days' written notice of the change.

20. Miscellaneous

20.1 Relationship of the Parties

- (a) Nothing in this Deed creates a relationship of agency between the Parties or, except as expressly provided, authorises one of them to enter into any contracts or other commitments which bind any other Party without their express written approval.
- (b) Nothing in this Deed is intended or to be implied to create a relationship of employment, partnership or joint venture between the Parties or any of their respective agents, employees, sub-contractors and assigns.

20.2 No Waiver

- (a) Any delay or failure to enforce any term of this Deed will not be deemed to be a waiver.
- (b) There is no implied waiver by either Party in respect of any term of this Deed and any waiver granted by either Party shall be without prejudice to any other rights.
- (c) Any waiver must be in writing, and in the case of the Council, signed by the Chief Executive Officer.
- (d) A waiver by a Party of its rights under this Deed is only effective in relation to the particular obligation or breach in respect of which it is given, and does not cover subsequent breaches of the same or a different kind.

20.3 No Fetter

Nothing in this Deed is to be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- (a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this Deed imposes any obligation on the Council to:
 - (1) grant development consent or project approval; or
 - (2) exercise any function or power under the Act in relation to a change, or a proposed change, in an environmental planning instrument.

20.4 Governing Law

This Deed shall be governed by and construed in accordance with the Law of New South Wales and the Commonwealth of Australia and the parties submit themselves to the exclusive jurisdiction of the courts of those jurisdictions and those that have jurisdiction to hear any appeals from them.

20.5 Entire Agreement

This Deed:

- (a) is the entire agreement of the Parties concerning everything connected with the subject matter of this Deed; and
- (b) supersedes any prior representations, statements, promises or understanding on anything connected with that subject matter.

20.6 Severability

If any provision of this Deed is void, unenforceable or illegal in the jurisdiction governing this Deed, then:

- (a) it is to be read down so as to be valid and enforceable; or
- (b) if it cannot be read down, the provision (or where possible the offending words), is severed from this Deed and the rest of this Deed remains in force.

20.7 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together constitute one and the same document.

20.8 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Deed.

20.9 Representation and Warranties

The Parties represent a warrant that they have the power to enter into this Deed and to comply with their obligations under this Deed.

20.10 Confidentiality

This Deed may be treated as a public document.

Executed as a Deed on

EXECUTED for and on behalf of
Queanbeyan-Palerang Regional Council by
its authorised delegate, in accordance with a
resolution of the Council made on

.....
.....
Signature of Authorised Delegate

.....
Name of Authorised Delegate (in full)

.....
.....
Signature of Witness

.....
Name of Witness (in full)

EXECUTED by Ellendon Estate Pty Ltd
("Developer") ABN 98 637 026 763 in
accordance with section 127 of the
Corporations Act 2001:

Signature:

Signature:

Name:

Name:

Position

Position

Attachment A: Approved Plans

Schedule 1: Section 7.4 Requirements

SUBJECT AND SUBSECTION OF THE ACT	THIS PLANNING AGREEMENT
Developer has: (a) sought a change to an environmental planning instrument (b) made, or proposes to make, a Development Application (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	(a) No. (b) Yes. (c) No.
Description of the land to which this Planning Agreement applies – s.7.4(3)(a)	The whole of the Land.
Description of the development –s.7.4(3)(b)	Refer to the definition of Development in clause 1
The nature and extent, timing, and manner of delivery of contribution required by this Planning Agreement – s. 7.4(3)(c)	Refer to clause 5
Applicability of s.7.11 of the Act – Section 7.4(3)(d)	Refer to clause 7
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	Refer to clause 7
Applicability of section 7.24 of the Act – Section 7.4(3)(d)	Refer to clause 7
Whether benefits are to be taken into account under section 7.11 – Section 7.4(3)(e)	Refer to clause 7
Mechanism for dispute resolution – Section 7.4(3)(f)	Refer to clause 13
Enforcement of the Planning Agreement – Section 7.4(3)(g)	Refer to clause 11
Registration of the Planning Agreement – Section 7.6	Refer to clause 8.2
No obligation to grant consent or exercise functions – Section 7.4(9)	Refer to clause 20.3

Schedule 2: Explanatory Note

Planning Agreement for provision of Stormwater Works on the Land

Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the proposed Planning Agreement (the "**Planning Agreement**") prepared under Section 7.4 of the *Environmental Planning & Assessment Act 1979* (the "**the Act**").

This Explanatory Note has been prepared jointly by the Parties as required by clause 25E of the *Environmental Planning & Assessment Regulation 2000* ("**the Regulation**").

This explanatory note is not to be used to assist in construing the Deed.

Parties to the Planning Agreement

The Parties to the Planning Agreement are Queanbeyan- Palerang Regional Council ("**Council**") and Ellendon Estate Pty Ltd ABN 98 637 026 763 ("**Developer**"). The Council has granted development consent to the development application lodged by the Developer (Development Application No. DA.2018.210) for a 17 lot subdivision and associated works.

Summary of the objectives, nature and effect of the Planning Agreement

The objective of the Planning Agreement is to record the terms of the offer made by the Developer and its obligations to provide certain material public benefits to the Council.

The effect of the agreement is that Developer will be required to provide the following public benefits:

- (a) Construct trunk stormwater infrastructure in accordance with agreed specifications and plans;
- (b) Dedicate the trunk stormwater infrastructure to the Council;
- (c) Create an easement to drain water in favour of the Council over the storm water infrastructure.
- (d) Dedicate the land identified on the plan at **page X of Attachment A** to the Council

Developer is also required to provide security for each contribution and indemnify the Council in respect of the Works.

The Council has agreed to contribute \$319,000 (inc. GST) to the cost of the Stormwater Works.

Assessment of the Merits of the Planning Agreement

The benefits of the Planning Agreement are that:

- (a) Developer will construct trunk stormwater infrastructure works in a location and to a standard which will improve stormwater drainage for the Land and the land to the north of the Development Land
- (b) The Developer will dedicate this infrastructure to the Council and create an easement to drain water to benefit the Council to enable the Council to access and maintain that infrastructure.

- (c) While the public benefit being provided by the Developer is partly offset by the money contribution being made by the towards the cost of those works the design and timing for the infrastructure works are seen to be an effective and mutually beneficial solution to improving stormwater drainage and drainage infrastructure in the vicinity of the Development.

Identification of how the Planning Agreement promotes the public interest and the objects of the Act

The Planning Agreement promotes the public interest and the objects of the Act by providing public trunk stormwater infrastructure which will improve stormwater drainage for the Land and the land to the north of the Development.

Identification of how the Planning Agreement promotes elements of the Council's Charter under the *Local Government Act 1993*

The Planning Agreement is consistent with the following guiding principles for Councils in section 8A of the *Local Government Act 1993* (which have replaced the Council Charter):

- In exercising functions generally:
 - Councils should carry out functions in a way that provides the best possible value for residents and ratepayers.
 - Councils should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
 - Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.
 - Councils should work with others to secure appropriate services for local community needs.
- In decision making:
 - Councils should recognise diverse local community needs and interests.
 - Councils should consider the long term and cumulative effects of actions on future generations.

The Planning Agreement is consistent with these principles in that it establishes a cost effective delivery of public trunk stormwater infrastructure which will improve stormwater drainage of the Land and other land in the vicinity of the Development.

Identification of the planning purpose served by the Planning Agreement and whether the Planning Agreement provides for a reasonable means of achieving that purpose

The primary planning purpose served by the Planning Agreement is the provision of public infrastructure (in the form of the construction of trunk stormwater drainage infrastructure on the Land).

The Planning Agreement provides a reasonable means of achieving this public purpose.

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

The planning agreement conforms with Council's capital works program.

How the Planning Agreement promotes the public interest

The Planning Agreement promotes the public interest by providing public trunk stormwater drainage infrastructure which will benefit the Land and other land in the vicinity of the Development.



13 Gibraltar Street
PO Box 372
Bungendore NSW 2621
Phone (02) 6238 0144

115 Yambil Street
PO Box 735
Griffith NSW 2680
Phone (02) 6964 3192

ARL.LW.PN12372

19th August 2020

Attention: Brendan Belcher
Program Coordinator - Utilities Technical
Queanbeyan-Palerang Regional Council
PO Box 348
BUNGENDORE NSW 2621

email to: Brendan.Belcher@qprc.nsw.gov.au

Dear Brendan

**RE: BUNGENDORE STORMWATER TRUNK INFRASTRUCTURE
VOLUNTARY PLANNING AGREEMENT**

Thank you for the draft VPA emailed on 5th August 2020 and the further discussions.

We appreciate that Council requires some security over the expenditure of ratepayers' money, however, we believe that clause 9.2(a) is not appropriate in this case and that a security bond should not be necessary to trigger the VPA.

QPRC has agreed to fund part of the works to the value of \$319,000.00 in 2 installments, with the first installment to be paid within 30 days of the deed commencement and the remainder to be paid within 30 days of final completion.

Three points relating to the security for QPRC:

1. Delivery of the stormwater components is expected to commence next week and installation to start soon after. The delivery of the components to the site is effectively security and involves a large expenditure to our clients.
2. Once the VPA is agreed by both parties, we understand that the deed has to go to a Council meeting for ratification and the first payment is not due for 30 days following this.
3. The second installment is not payable until 30 days following completion of the trunk drainage works and this may be held subject to satisfactory completion.

We suggest that Clause 9.2(a) be changed to the effect that the Developer lodge a bond to the value of 5% of the value of the works at the Subdivision Certificate stage to be held for the normal defects liability period. This is to cover Council's security requirements.

Yours faithfully
PHL SURVEYORS

Alan R Longhurst
Registered Surveyor
B.Surv (Hons) GradDip UrbRegPlan

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 SEPTEMBER 2020

ITEM 9.14 INVESTMENT REPORT - AUGUST 2020

ATTACHMENT 1 INVESTMENT REPORT PACK - AUGUST 2020



Investment Report Pack

Queanbeyan-Palerang Regional Council

As At 31 August 2020



Contents

1. Budget vs Actual Interest Income 1 July 2020 to 30 June 2021
2. Portfolio Valuation As At 31 August 2020
3. Portfolio Compliance As At 31 August 2020
4. Portfolio Statistics For Period Ending 31 August 2020

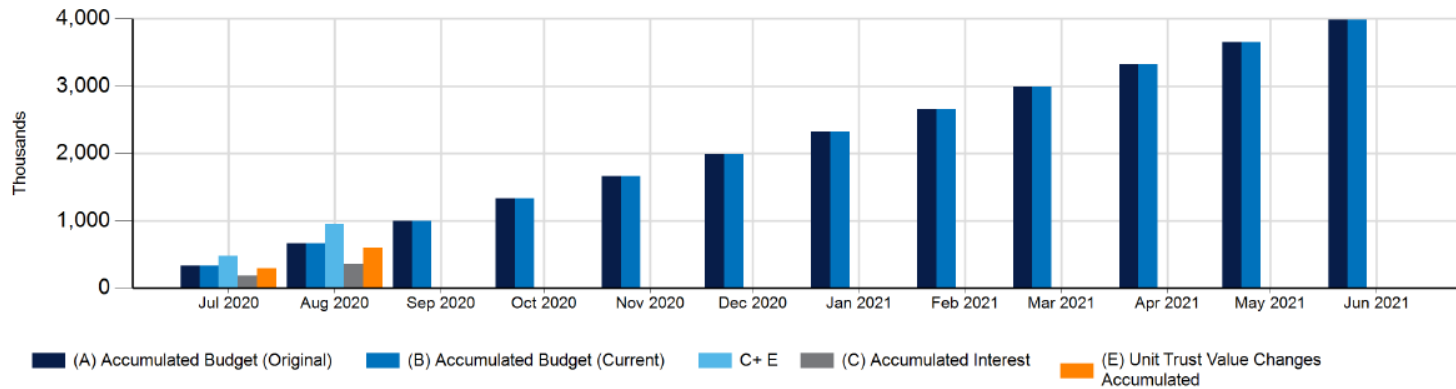


1. Budget vs Actual Interest Income 1 July 2020 to 30 June 2021

Month / Year	(A) Income Interest Budget (Original) Running Total	Interest Income Budget (Current) For Month	(B) Interest Income Budget (Current) Running Total	(T) Interest Income Received/Accrued For Month	(C) Interest Income Received/Accrued Running Total	Accrued Interest Acquired For Month	Accrued Interest Acquired Running Total	(U) Unit Trust Market Value Changes	(E) Unit Trust Market Value Changes Running Total	'Return' For Month (T+U)
Jul 2020	332,474.00	332,474.00	332,474.00	185,735.10	185,735.10	0.00	0.00	297,157.56	297,157.56	482,892.66
Aug 2020	664,948.00	332,474.00	664,948.00	171,861.85	357,396.95	0.00	0.00	299,643.51	596,801.07	471,305.36
Sep 2020	997,422.00	332,474.00	997,422.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oct 2020	1,329,896.00	332,474.00	1,329,896.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nov 2020	1,662,370.00	332,474.00	1,662,370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dec 2020	1,994,844.00	332,474.00	1,994,844.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jan 2021	2,327,318.00	332,474.00	2,327,318.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Feb 2021	2,659,792.00	332,474.00	2,659,792.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mar 2021	2,992,266.00	332,474.00	2,992,266.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Apr 2021	3,324,740.00	332,474.00	3,324,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May 2021	3,657,214.00	332,474.00	3,657,214.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jun 2021	3,989,688.00	332,474.00	3,989,688.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		3,989,688.00		357,396.95		0.00		596,801.07		954,198.02

Notes on Table Above
 1A. The numbers shown in Column T are the accrual interest amounts for that month combined with the At Call Deposit, Unit Trust and Unassigned interest and distribution income received during that month.
 1B. The accruals shown in this section have been calculated using each security's coupon schedule.

Accumulated Budget vs Actual (Accruals Based Upon Coupon Payment Schedules)





2. Portfolio Valuation As At 31 August 2020

Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
At Call Deposit													
AMP QPRC At Call	S&P ST A2		863,025.36	1.00000000	863,025.36	100.000	0.000			863,025.36	0.47%	0.55%	
ANZ At Call	S&P AA-		347,613.59	1.00000000	347,613.59	100.000	0.000			347,613.59	0.19%	0.25%	
BENAU At Call	Moody's A3		17,097.03	1.00000000	17,097.03	100.000	0.000			17,097.03	0.01%	0.00%	
BENAU transaction At Call	Moody's A3		49,548.43	1.00000000	49,548.43	100.000	0.000			49,548.43	0.03%	0.00%	
NAB At Call	S&P AA-		10,090,529.71	1.00000000	10,090,529.71	100.000	0.000			10,090,529.71	5.50%	0.55%	
NAB General At Call	S&P AA-		7,150,717.64	1.00000000	7,150,717.64	100.000	0.000			7,150,717.64	3.90%	0.25%	
NAB Links At Call	S&P AA-		540,042.90	1.00000000	540,042.90	100.000	0.000			540,042.90	0.29%	0.25%	
			19,058,574.66		19,058,574.66					19,058,574.66	10.38%		0.42%
Flexi Deposit (Fix/Float)													
Westpac 2.96 25 Oct 2022 1826DAY FD	S&P AA-		2,000,000.00	1.00000000	2,000,000.00	100.000	0.284			2,005,676.72	1.09%	1.05%	
Westpac 2.89 07 Dec 2022 1827DAY FD	S&P AA-		3,000,000.00	1.00000000	3,000,000.00	100.000	0.657			3,019,715.34	1.64%	1.05%	
			5,000,000.00		5,000,000.00					5,025,392.06	2.74%		1.05%
Floating Rate Deposit													
Westpac 1.01 17 Apr 2024 1827DAY FRD	S&P AA-		3,000,000.00	1.00000000	3,000,000.00	100.000	0.042			3,001,265.76	1.83%	1.10%	
Westpac 1.29 Apr 2024 1827DAY FRD	S&P AA-		4,000,000.00	1.00000000	4,000,000.00	100.000	0.000			4,000,000.00	2.18%	1.09%	
Westpac 0.98 03 Jul 2024 1827DAY FRD	S&P AA-		5,000,000.00	1.00000000	5,000,000.00	100.000	0.082			5,004,104.10	2.73%	1.07%	
			12,000,000.00		12,000,000.00					12,005,369.86	6.54%		1.08%
Floating Rate Note													
AMP 1.08 10 Sep 2021 FRN	S&P BBB+	AU3FN0044657	3,000,000.00	1.00000000	3,000,000.00	100.091	0.265			3,010,680.00	1.64%	1.18%	
AMP 1.05 30 Mar 2022 FRN	S&P BBB+	AU3FN0035283	2,000,000.00	1.00000000	2,000,000.00	99.750	0.196			1,998,920.00	1.09%	1.15%	
Auswide 1.05 17 Mar 2023 FRN	Moody's Baa2	AU3FN0053567	2,500,000.00	1.00000000	2,500,000.00	100.313	0.236			2,513,725.00	1.37%	1.15%	
BOQ 1.17 26 Oct 2020 FRN	Fitch A-	AU3FN0033023	2,000,000.00	1.00000000	2,000,000.00	100.141	0.122			2,005,260.00	1.09%	1.27%	
BOQ 1.48 18 May 2021 FRN	Fitch A-	AU3FN0031290	2,000,000.00	1.00000000	2,000,000.00	100.757	0.056			2,016,260.00	1.10%	1.58%	
BENAU 1.46 20 Apr 2021 FRN	Fitch A-	AU3FN0030938	1,000,000.00	1.00000000	1,000,000.00	100.740	0.180			1,009,200.00	0.55%	1.56%	
BENAU 1.05 25 Jan 2023 FRN	Moody's A3	AU3FN0040523	1,500,000.00	1.00000000	1,500,000.00	101.313	0.110			1,521,345.00	0.83%	1.15%	
CBA 1.15 18 Jan 2021 FRN	S&P AA-	AU3FN0029906	2,000,000.00	1.00000000	2,000,000.00	100.398	0.144			2,010,840.00	1.10%	1.25%	
CBA 1.11 17 Jan 2022 FRN	S&P AA-	AU3FN0034005	2,000,000.00	1.00000000	2,000,000.00	101.286	0.149			2,028,700.00	1.11%	1.21%	
CBA 0.88 25 Jul 2022 FRN	Moody's Aa3	AU3FN0037198	2,000,000.00	1.00000000	2,000,000.00	101.234	0.094			2,026,560.00	1.10%	0.98%	
CBA 0.93 16 Aug 2023 FRN	S&P AA-	AU3FN0044046	1,500,000.00	1.00000000	1,500,000.00	101.764	0.040			1,527,060.00	0.83%	1.03%	
CBA 1.13 11 Jan 2024 FRN	S&P AA-	AU3FN0046561	5,000,000.00	1.00000000	5,000,000.00	102.498	0.166			5,133,200.00	2.80%	1.23%	
CredSuis 1.95 09 Mar 2021 FRN	S&P A	AU3FN0030458	1,000,000.00	1.00000000	1,000,000.00	100.916	0.466			1,013,820.00	0.55%	2.05%	
CUA 1.23 04 Mar 2022 FRN	Moody's Baa1	AU3FN0046793	1,000,000.00	1.00000000	1,000,000.00	101.111	0.321			1,014,320.00	0.55%	1.33%	



Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
CUA 0.9 21 Feb 2023 FRN	S&P BBB	AU3FN0052924	1,100,000.00	1.00000000	1,100,000.00	100.468	0.027			1,105,445.00	0.80%	1.00%	
HBS 1.23 29 Mar 2021 FRN	Moodys Baa1	AU3FN0041646	2,000,000.00	1.00000000	2,000,000.00	100.457	0.230			2,013,740.00	1.10%	1.33%	
HSBCSyd 0.83 27 Sep 2024 FRN	S&P AA-	AU3FN0050498	4,000,000.00	1.00000000	4,000,000.00	100.079	0.161			4,009,600.00	2.18%	0.93%	
MACQ 0.84 12 Feb 2025 FRN	Moodys A2	AU3FN0052908	3,000,000.00	1.00000000	3,000,000.00	101.135	0.049			3,035,520.00	1.85%	0.94%	
RACB 1.05 23 May 2022 FRN	Moodys Baa1	AU3FN0048328	800,000.00	1.00000000	800,000.00	100.778	0.022			806,400.00	0.44%	1.16%	
RACB 0.93 24 Feb 2023 FRN	S&P BBB+	AU3FN0053146	1,850,000.00	1.00000000	1,850,000.00	100.225	0.020			1,854,532.50	1.01%	1.04%	
ME Bank 0.98 18 Jul 2022 FRN	S&P BBB	AU3FN0048948	2,500,000.00	1.00000000	2,500,000.00	100.468	0.125			2,514,825.00	1.37%	1.08%	
NAB 1.17 12 May 2021 FRN	S&P AA-	AU3FN0031274	5,000,000.00	1.00000000	5,000,000.00	100.729	0.066			5,039,750.00	2.75%	1.27%	
NAB 0.9 05 Jul 2022 FRN	S&P AA-	AU3FN0036950	5,000,000.00	1.00000000	5,000,000.00	101.198	0.153			5,067,550.00	2.76%	1.00%	
NAB 0.93 26 Sep 2023 FRN	S&P AA-	AU3FN0044996	3,000,000.00	1.00000000	3,000,000.00	101.769	0.186			3,058,650.00	1.67%	1.03%	
NAB 1.04 26 Feb 2024 FRN	S&P AA-	AU3FN0048777	2,000,000.00	1.00000000	2,000,000.00	102.207	0.016			2,044,460.00	1.11%	1.14%	
NAB 0.92 19 Jun 2024 FRN	S&P AA-	AU3FN0048724	3,200,000.00	1.00000000	3,200,000.00	101.801	0.205			3,264,192.00	1.78%	1.03%	
NPBS 1.1 26 Feb 2021 FRN	S&P BBB	AU3FN0046769	500,000.00	1.00000000	500,000.00	100.362	0.016			501,890.00	0.27%	1.20%	
NPBS 1.4 06 Feb 2023 FRN	S&P BBB	AU3FN0040606	1,250,000.00	1.00000000	1,250,000.00	101.491	0.103			1,269,925.00	0.89%	1.50%	
RABOBK 1.5 04 Mar 2021 FRN	S&P A+	AU3FN0030409	1,000,000.00	1.00000000	1,000,000.00	100.657	0.386			1,010,430.00	0.55%	1.60%	
RABOBK 1.08 03 Mar 2022 FRN	S&P A+	AU3FN0034690	1,000,000.00	1.00000000	1,000,000.00	101.080	0.288			1,013,680.00	0.55%	1.18%	
SunBank 1.25 20 Oct 2020 FRN	S&P A+	AU3FN0029195	2,000,000.00	1.00000000	2,000,000.00	100.144	0.156			2,006,000.00	1.09%	1.35%	
Westpac 1.17 03 Jun 2021 FRN	S&P AA-	AU3FN0031530	2,000,000.00	1.00000000	2,000,000.00	100.786	0.310			2,021,920.00	1.10%	1.27%	
			69,700,000.00		69,700,000.00					70,468,399.50	38.39%		1.18%
Term Deposit													
AMP 1.8 10 Mar 2021 553DAY TD	S&P ST A2		5,000,000.00	1.00000000	5,000,000.00	100.000	1.785			5,089,260.25	2.77%	1.80%	
Auswide 1.75 09 Mar 2022 728DAY TD	Moodys Baa2		5,000,000.00	1.00000000	5,000,000.00	100.000	0.829			5,041,472.60	2.75%	1.75%	
BOQ 3.6 03 Feb 2021 1462DAY TD	Moodys ST P-2		3,000,000.00	1.00000000	3,000,000.00	100.000	2.071			3,062,136.99	1.67%	3.60%	
BOQ 3.6 03 Mar 2021 1456DAY TD	Moodys ST P-2		4,000,000.00	1.00000000	4,000,000.00	100.000	1.785			4,071,408.20	2.22%	3.60%	
DFB 3 24 Feb 2021 728DAY TD	S&P ST A2		2,000,000.00	1.00000000	2,000,000.00	100.000	1.537			2,030,739.72	1.11%	3.00%	
MACQ 1.75 30 Sep 2020 182DAY TD	Moodys ST P-1		5,000,000.00	1.00000000	5,000,000.00	100.000	0.729			5,036,438.35	2.74%	1.75%	
MACQ 1.7 23 Dec 2020 289DAY TD	Moodys ST P-1		5,000,000.00	1.00000000	5,000,000.00	100.000	0.815			5,040,753.40	2.75%	1.70%	
MYS 1.82 16 Sep 2020 182DAY TD	Moodys ST P-2		1,000,000.00	1.00000000	1,000,000.00	100.000	0.828			1,008,277.26	0.55%	1.82%	
NAB 0.9 11 Nov 2020 146DAY TD	S&P ST A1+		7,000,000.00	1.00000000	7,000,000.00	100.000	0.182			7,012,772.62	3.82%	0.90%	
NAB 1.5 09 Dec 2020 364DAY TD	S&P ST A1+		3,000,000.00	1.00000000	3,000,000.00	100.000	1.085			3,032,547.96	1.65%	1.50%	
NPBS 3.7 03 Mar 2021 1822DAY TD	S&P ST A2		1,000,000.00	1.00000000	1,000,000.00	100.000	0.841			1,008,413.70	0.55%	3.70%	
Westpac 2.9 09 Dec 2020 1099DAY TD	S&P ST A1+		3,000,000.00	1.00000000	3,000,000.00	100.000	0.659			3,019,783.56	1.65%	2.90%	
			44,000,000.00		44,000,000.00					44,454,004.61	24.22%		2.07%
Unit Trust													



Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
NSWTC IM Cash Fund UT	S&P AAA		7,177,561.12		7,177,561.12			0.9340	7,684,919.5102	7,177,561.12	3.91%		
NSWTC Long Term Growth Fund UT	S&P AAA		14,586,258.61		14,586,258.61			1.0126	14,404,758.6500	14,586,258.61	7.95%		
NSWTC Medium Term Growth Fund UT	S&P AAA		10,797,291.73		10,797,291.73			0.9944	10,857,660.3200	10,797,291.73	5.88%		
			32,561,111.46		32,561,111.46					32,561,111.46	17.74%		
Portfolio Total			182,319,686.12		182,319,686.12					183,572,852.15	100.00%		1.33%

Note: For holdings in unit funds and similar securities, the face value (original and current) columns will display market values.



3. Portfolio Compliance As At 31 August 2020

Short Term Issuer/Security Rating Group	Market Value	% Total Value
A2	17,133,261.48	9.33%
A1	10,077,191.75	5.49%
A1+	13,065,104.14	7.12%
Portfolio Total	40,275,557.37	21.94%

Market Value by Security Rating Group (Short Term)



Long Term Issuer/Security Rating Group	Market Value	% Total Value
BBB+ to BBB-	23,645,875.10	12.88%
A+ to A-	14,698,160.46	8.01%
AA+ to AA-	72,392,147.76	39.44%
AAA	32,561,111.46	17.74%
Portfolio Total	143,297,294.78	78.06%

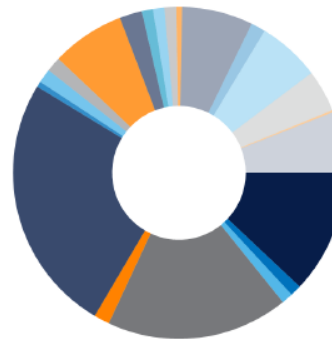
Market Value by Security Rating Group (Long Term)





Issuer	Market Value	% Total Value
AMP Bank Ltd	10,961,885.61	5.97%
ANZ Banking Group Ltd	347,613.59	0.19%
Auswide Bank Limited	7,555,197.60	4.12%
Bank of Queensland Ltd	11,155,065.19	6.08%
Bendigo & Adelaide Bank Ltd	2,597,190.46	1.41%
Commonwealth Bank of Australia Ltd	12,726,360.00	6.93%
Credit Suisse Sydney	1,013,820.00	0.55%
Credit Union Australia Ltd	2,119,765.00	1.15%
Defence Bank Ltd	2,030,739.72	1.11%
Heritage Bank Ltd	2,013,740.00	1.10%
HSBC Sydney Branch	4,009,600.00	2.18%
Macquarie Bank	13,112,711.75	7.14%
Members Banking Group Limited t/as RACQ Bank	2,660,932.50	1.45%
Members Equity Bank Ltd	2,514,825.00	1.37%
MyState Bank Ltd	1,008,277.26	0.55%
National Australia Bank Ltd	46,301,212.83	25.22%
Newcastle Permanent Building Society Ltd	2,780,228.70	1.51%
NSW Treasury Corporation	32,561,111.46	17.74%
Rabobank Nederland Australia Branch	2,024,110.00	1.10%
Suncorp Bank	2,006,000.00	1.09%
Westpac Banking Corporation Ltd	22,072,465.48	12.02%
Portfolio Total	183,572,852.15	100.00%

Market Value by Issuer

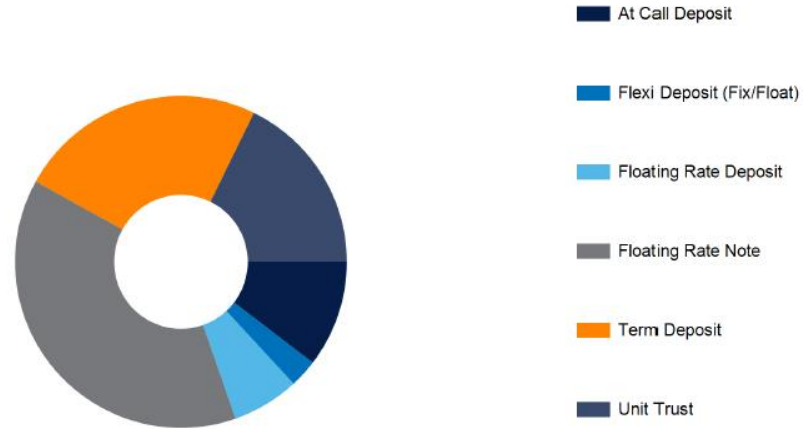


- AMP Bank Ltd
- ANZ Banking Group Ltd
- Auswide Bank Limited
- Bank of Queensland Ltd
- Bendigo & Adelaide Bank Ltd
- Commonwealth Bank of Australia Ltd
- Credit Suisse Sydney
- Credit Union Australia Ltd
- Defence Bank Ltd
- Heritage Bank Ltd
- HSBC Sydney Branch
- Macquarie Bank
- Members Banking Group Limited t/as RACQ Bank
- Members Equity Bank Ltd
- MyState Bank Ltd
- National Australia Bank Ltd
- Newcastle Permanent Building Society Ltd
- NSW Treasury Corporation
- Rabobank Nederland Australia Branch
- Suncorp Bank
- Westpac Banking Corporation Ltd



Security Type	Market Value	% Total Value
At Call Deposit	19,058,574.66	10.38%
Flexi Deposit (Fix/Float)	5,025,392.06	2.74%
Floating Rate Deposit	12,005,369.86	6.54%
Floating Rate Note	70,468,399.50	38.39%
Term Deposit	44,454,004.61	24.22%
Unit Trust	32,561,111.46	17.74%
Portfolio Total	183,572,852.15	100.00%

Market Value by Security Type





Term Remaining	Market Value	% Total Value
0 to < 1 Year	111,681,328.13	60.84%
1 to < 3 Years	39,340,532.16	21.43%
3 to < 5 Years	32,550,991.86	17.73%
Portfolio Total	183,572,852.15	100.00%

Note: Term Remaining is calculated using a weighted average life date (WAL) where appropriate and available otherwise the interim (initial) maturity date is used.

Market Value by Term Remaining



Investment Policy Compliance

Legislative Requirements	Fully compliant
Issuer	Fully compliant (29 limits)
Security Rating Group	Fully compliant (7 limits)
Term Group	Fully compliant (4 limits)



4. Portfolio Statistics For Period Ending 31 August 2020

Trading Book	1 Month	3 Month	12 Month	Since Inception
Queanbeyan-Palerang Regional Council				
Portfolio Return (1)	0.26%	0.83%	1.90%	2.66%
Performance Index (2)	0.01%	0.03%	0.66%	1.30%
Excess Performance (3)	0.25%	0.80%	1.24%	1.36%

Notes

- 1 Portfolio performance is the rate of return of the portfolio over the specified period
- 2 The Performance Index is the Bloomberg AusBond Bank Bill Index (Bloomberg Page BAUBIL)
- 3 Excess performance is the rate of return of the portfolio in excess of the Performance Index

Trading Book	Weighted Average Running Yield
Queanbeyan-Palerang Regional Council	1.33



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Report Code: TEPACK080EXT-00.07
Report Description: Investment Report Pack 080
Parameters:
Trading Entity: Queanbeyan-Palerang Regional Council
Trading Book: Queanbeyan-Palerang Regional Council
Settlement Date Base
Period End Date: 31 Aug 2020
Financial Year Start Date: 1 Jul 2020
Financial Year End Date: 30 Jun 2021
History Start Date: 1 Jan 2000
Exclude Cash
Exclude Unallocated Cash
Exclude Negative Unit Holdings
Trading Limit Parameters:
Use Face Value
Use Security Rating Group
Eliminate Issuer Parent Child Effect? No
Trading Entity Limits Only? No