

ORDINARY COUNCIL MEETING

ATTACHMENTS BOOKLET

Under Separate Cover

Tuesday, 2 December 2025

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10 October 2025

The General Manager
City of Canada Bay Council
1A Marlborough Street
Drummoyne NSW 2047

Dear Sir/Madam

Offer to enter into Planning Agreement Walker Street Airbridge | 25-27 Leeds Street, Rhodes

Leeds 27 Development Pty Ltd (**Developer**) wishes to make an offer (**Offer**) under section 7.4 of the *Environmental Planning and Assessment Act 1979 (EP&A Act)* to enter into a planning agreement (**VPA**) with the City of Canada Bay Council (**Council**).

This Offer is made in connection with a proposal to make a development application to achieve additional floor space at 25-27 Leeds Street, Rhodes, above that which is already approved by the development consent granted to SSD-67419241. The Developer proposes to, subject to receiving development consent for the additional floor space, deliver a pedestrian footbridge over Walker Street to connect the existing rail footbridge into the existing Rhodes Central Retail Centre development at 6 Walker Street, Rhodes.

The terms of the Offer are outlined in the following table.

Parties	(a) Council; and (b) Leeds 27 Development Pty Ltd (ABN 75 609 981 160) (Developer).
Description of the land (s7.4(3)(a))	The Development is proposed to be carried out at 25-27 Leeds Street, Rhodes, formally known as Lot 2 DP1192949, Lot A DP329241 and Lot C DP367132 (Site). The VPA would specify that it only applies to those stratum portions of the Site that comprise the Development, being the additional floor space approved above SSD-67419241.
Description of the proposed change to the environmental planning instrument or the development to which the VPA applies (s7.4(3)(b))	This Offer is made in conjunction with the proposed development of a minimum of 6,525m ² of additional floor space above that which is already approved by the development consent granted to SSD-67419241 (Development).

3456-6068-3327v4

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**Offer to enter into Planning Agreement
Walker Street Airbridge | 25-27 Leeds Street, Rhodes**



Nature and extent of the provision to be made by the developer, and the times and manner in which the provision is to be made (s7.4(3)(c))	The Developer proposes to deliver a material public benefit in the form of a pedestrian footbridge over Walker Street substantially in accordance with the approved plans in the development consent granted to DA2018/0376 (Works). The Works would connect the existing development at 6 Walker Street, which was constructed by Billbergia entities related to the Developer, to the existing concourse of the Rhodes Railway Station that crosses above the railway line, which is owned by Transport Asset Manager of NSW. The majority of the Works will be substantially carried out above an existing public road, Walker Street. Following completion, Council would own and be responsible for the operation and maintenance of the Works. As Council would be aware, given that the Works interface with rail infrastructure assets, additional consents and approvals are required to be procured from Transport for NSW before they can proceed. These are detailed in the conditions of consent to DA2018/0376. Given the uncertainty surrounding the timing for these additional consents and approvals, it is proposed that the Works would be required to be delivered within 24 months from receipt. The estimated value of the works is \$7.8 million, which includes contingency fees, finance costs and Sydney Trains break-through fees. The Developer anticipates that the VPA will contain Council's standard defects liability regime in relation to the Works, which is subject to legal review. <i>[Note: It is acknowledged that discussions have been held with Council in relation to the dedication of land for a foreshore park. The Developer remains committed to the delivery of this park and its dedication to Council, which is required by Condition E36 of SSD-67419241.]</i> <i>As the foreshore park was identified as an infrastructure item under the responsibility of the State Government in the Rhodes Place Strategy, the Developer is in the process of seeking confirmation from DPHI that it will offset the value of this item against its obligation to make a Housing and Productivity Contribution.</i> <i>As the developer has not yet received confirmation from DPHI of the terms by which the foreshore park will be delivered, it is not in a position to include the park within the proposed VPA.</i>
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Offer to enter into Planning Agreement
Walker Street Airbridge | 25-27 Leeds Street, Rhodes



	<i>Once such confirmation has been received, the Developer will continue to work with Council on the arrangements for the dedication of the foreshore park to Council.]</i>
Application of s7.11, s7.12 and Division 7.1, Subdivision 4 contributions (s7.4(3)(d))	The VPA will provide that: (a) sections 7.11 and 7.12 of the EP&A Act are <u>not excluded</u>; and (b) Division 7.1, Subdivision 4 of the EP&A Act is <u>not excluded</u>.
Whether benefits under the VPA are to be taken into consideration in determining development contributions under s7.11 (s7.4(3)(e))	No.
Mechanisms for resolution of disputes (s7.4(3)(f))	A conventional dispute resolution provision will be included, providing for resolution of disputes by way of negotiation and/or mediation.
Enforcement of the VPA by a suitable means (s7.4(3)(g))	The VPA will include the following security measures: (a) the Developer would procure registration of the VPA on the title to the Site; and (b) restriction on the issue of a construction certificate for the Development until: (i) the Works are complete; or (ii) the Developer has provided a bank guarantee or bond equal to the value of the Works.
Other terms	The Developer agrees to pay Council's reasonable legal costs and other costs incurred in negotiating, executing, registering, releasing, administering and enforcing the VPA. The Developer anticipates that the VPA will include Council's standard administrative provisions relating to: (a) notices; (b) entire agreement; (c) governing law and jurisdiction – in this case New South Wales;

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**Offer to enter into Planning Agreement
Walker Street Airbridge | 25-27 Leeds Street, Rhodes**

	(d) the assignment and novation of the agreement to incoming parties and release of outgoing parties;
	(e) the process for amending the agreement;
	(f) waiver;
	(g) no fetter in favour of Council; and
	(h) execution of the agreement in counterparts, and by electronic means.

We look forward to working with Council in finalising the VPA as expeditiously as possible.
Please contact Paul Addison if you have any queries.

Yours Sincerely



John Kinsella
Managing Director
Billbergia Group



lindsaytaylorlawyers
planning • environment • local government

Deed

25-27 Leeds Street, Rhodes Planning Agreement

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

**City of Canada Bay Council
Leeds 27 Development Pty Ltd
Rhodes Central Retail Pty Ltd**

[Date:]

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25-27 Leeds Street, Rhodes Planning Agreement
City of Canada Bay Council
Leeds 27 Development Pty Ltd
Rhodes Central Retail Pty Ltd



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Regulatory Compliance Tables

Table 1 – Provisions of Act

Act Provision	Requirement	Compliance
S.7.4(1)	'Planning Authority'	Council
	'Developer'	Developer
	Person associated with Developer	Retail Lot Owner
	Development Application / Modification Application	Development Application, or Modification Application in respect of the Applicable Development Consent, for the Development.
	Development Contributions	See Part 2 and Development Contributions Table
S.7.4(1), (2)	Public Purpose	See Column 2 of the Development Contributions Table
S.7.4(3)(a)	Land	See Definition of 'Land' in clause 1.1
S.7.4(3)(b)(ii)	Development	See definition of 'Development' in clause 1.1
S.7.4(3)(c)	Details of Developer's Provision	See Development Contributions Table
S.7.4(3)(d)	Whether s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act Apply to the Development	See clause 8
S.7.4(3)(e)	Whether benefits under Deed are or are not to be taken into consideration in determining a Development	See clause 8.2

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	Contribution under s7.11	
S.7.4(3)(f)	Mechanism for the Resolution of Disputes	See Part 3
S.7.4(3)(g)	Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer	See Part 4 and Items 3 and 4 of the VPA Particulars
S.7.4 (10)	Conformity of Agreement with Act, Environmental Planning Instruments, & Development Consents Applying to the Land	Yes
S.7.5	Public Notice & Public Inspection of Draft Agreement	Yes
S.7.6	Registration	See Part 5
S.6.15(1)(d)	If the Development involves the subdivision of land, does this Agreement impose requirements that are required to be complied with before a subdivision certificate is issued?	No

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Table 2 – Provisions of Regulation

Regulation Provision	Requirement	Compliance
Environmental Planning and Assessment Regulation 2021		
S.203(1)	Form & Subject-Matter	Yes
S.203(7)	Secretary's Practice Note	Yes
S.204	Public Notice & Public Inspection of Draft Agreement	Yes
S.205	Explanatory Note	See Appendix
Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021		
Ss.21, 34	If the Development involves building work or subdivision work, does the Agreement specify requirements that are required to be complied with before a construction certificate or subdivision works certificate for the work is issued?	No

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**Parties**

Council	City of Canada Bay Council ABN 79 130 029 350 of 1A Marlborough Street, Drummoyne
Developer	Leeds 27 Development Pty Ltd ABN 75 609 981 160 of 101/25 Angas Street, Meadowbank NSW 2114
Retail Lot Owner	Rhodes Central Retail Pty Ltd ABN 57 612 843 160 of 101/25 Angas Street, Meadowbank NSW 2114

Background

- A The Developer has offered to enter into a planning agreement in connection with the making of a Development Application or Modification Application for the Development, by letter dated 10 October 2025.
- B The purpose of this Deed is for the Developer to provide infrastructure to be dedicated to Council for a public purpose.

Operative provisions**Part 1 - Preliminary****1 Definitions & Interpretation****Definitions**

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

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Table

Column 1	Column 2
Word or phrase	Meaning
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Additional GFA	means the GFA approved for the Land above that approved by the Applicable Development Consent.
Applicable Development Consent	means the Development Consent granted to SSD 67419241 on 25 September 2025, as modified up to the date of this Deed.
Approval	includes an approval, consent, licence, permission or the like.
Authority	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
Bank Guarantee	means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by: (a) one of the following trading banks: (i) Australia and New Zealand Banking Group Limited, (ii) Commonwealth Bank of Australia, (iii) Macquarie Bank Limited, (iv) National Australia Bank Limited, (v) St George Bank Limited, (vi) Westpac Banking Corporation, or (b) any other financial institution approved by the Council in its absolute discretion.
Bond	means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA)

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	regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency.
Breakthrough Fee	means the lump sum access fee payable to TfNSW being \$260,000 for the purpose of connecting the Pedestrian Bridge to the Rhodes Railway Station.
Claim	includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.
Construction Contract	means a contract or arrangement entered into between the Developer as principal and another person under which the other person undertakes to provide Work required by this Deed, or to supply related goods and services, for the Developer.
Contractor	means the contractor under the Construction Contract.
Contribution Value	in relation to an Item specified in the Development Contributions Table means the \$ amount specified in Column 4 of that Table corresponding to the Item, if any.
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
CPI	Means the Consumer Price Index (All Groups-Sydney) published by the Australian Bureau of Statistics.
Deed	means this Deed and includes any schedules, annexures and appendices to this Deed.
Defect	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.
Defects Liability Period	means, in relation to the whole or any specified part of the Developer Works, the period specified in Item 2 of the VPA Particulars commencing on the day immediately after a Practical Completion Certificate is issued by the Council.
Defects Liability Security	means the \$ amount of Security specified in Item 4 of the VPA Particulars.

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Developer Party	means the Developer or Retail Lot Owner, as applicable.
Developer Works	means Works that the Developer is required to provide under this Deed, being the construction of the Pedestrian Bridge.
Developer Works Provisions	means the provisions contained in Schedule 4.
Development	means the development of Additional GFA on the Land.
Development Application	has the same meaning as in the Act.
Development Consent	has the same meaning as in the Act.
Development Contribution	means the dedication of land free of cost, a monetary contribution, the provision of any other material public benefit including but not limited to the provision of Works, or any combination of them.
Development Contributions Table	means the table contained in Schedule 2.
Dispute	means a dispute or difference between the Parties under or in relation to this Deed.
ELNO	has the meaning given to that term in the Participation Rules.
Equipment	means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.
Final Completion Certificate	means a certificate in writing issued by the Council to the Developer to effect that, in the reasonable opinion of the Council, the Developer Works to which the certificate relates have been completed by the Developer in accordance with this Deed.
Final Lot	means any lot created on the Land that does not contain any Additional GFA.
General Security	means a Bank Guarantee, Bond or other form of security on terms reasonably satisfactory to the Council in the amount specified in Item 3 of the VPA Particulars.

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GFA	means gross floor area as defined in the LEP.
GST	has the same meaning as in the GST Law.
GST Law	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Insurances	means the insurances specified in Item 5 of the VPA Particulars and such other insurances required by law in relation to the Developer Works.
Item	means a numbered item appearing in the VPA Particulars or the Development Contributions Table.
Just Terms Act	means the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Land	means 25-27 Leeds Street, Rhodes, legally described as Lot 2 in DP1192949, Lot A in DP329241 and Lot C in DP367132.
LEP	means the <i>Canada Bay Local Environmental Plan 2013</i> .
Modification Application	means an application to modify a Development Consent under s4.55 of the Act.
Occupation Certificate	has the same meaning as in the Act.
Other Land	means land owned or occupied by a person other than a Developer Party or the Council to which entry and access is needed by the Developer to perform this Deed.
Participation Rules	means the participation rules as determined by the <i>Electronic Conveyancing National Law</i> as set out in the <i>Electronic Conveyancing (Adoption of National Law) Act 2012</i> (NSW).
Party	means a party to this Deed.
Pedestrian Bridge	means the pedestrian bridge and all associated works approved by the Pedestrian Bridge Consent, subject to detailed construction drawings.
Pedestrian Bridge Consent	means:

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- (a) the Development Consent granted to DA2018/0376, as may be modified from time to time; or
- (b) a new Development Consent that is substantially in accordance with the Development Consent granted to DA2018/0376.

PEXA	means Property Exchange Australia Ltd.
Practical Completion	in relation to the Developer Works or a specified part of the Developer Works occurs when the Council has issued a Practical Completion Certificate for the Developer Works or the part.
Practical Completion Certificate	means a certificate issued by the Council to the Developer to the effect that, in the reasonable opinion of the Council, the Developer Works or a specified part of the Developer Works are substantially complete, and any incomplete part or Defect is of a minor nature.
Practical Completion Date	means the date specified in Item 1 of the VPA Particulars in relation to the Developer Works.
Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth health and safety laws.
Rectification Notice	means a notice in writing: (a) identifying the nature and extent of a Defect or incomplete Work, and (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.
Rectify	means rectify, remedy or correct.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Retail Lot	means Lot 25 in DP1264076.

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Retail Lot Easement (Varied)	means an easement in the terms shown in Schedule 3 created by a variation to the Retail Lot Easement (Existing) .,
Retail Lot Easement (Existing)	means the registered easement for public access by foot variable width limited in stratum and marked (F) on DP1264076.
Review Period	means the period specified in Item 8 of the VPA Particulars.
Rhodes Railway Station	means the Rhodes railway station at Lot 1 in DP107276 owned by TfNSW
TfNSW	means Transport for NSW.
Transfer of Ownership Notice	means a notice issued by the Council to the Developer stating that Developer Works the subject of a Final Completion Certificate vest in the Council on a specified date being not sooner than 14 days after the notice is issued.
VPA Particulars	means the information contained in Schedule 1.
WHS	means work health and safety.
WHS Law	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
Work	means the physical result of carrying out work in, on, over or under land.
Works-As-Executed Plan	means detailed plans and specifications of Developer Works carried out by the Developer.
Interpretation	
1.2	In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
1.2.1	Headings are inserted for convenience only and do not affect the interpretation of this Deed.
1.2.2	A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney.
1.2.3	If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.

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Rhodes Central Retail Pty Ltd



- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

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

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 3.1.1 both executed the same copy of this Deed, or

25-27 Leeds Street, Rhodes Planning Agreement**City of Canada Bay Council****Leeds 27 Development Pty Ltd****Rhodes Central Retail Pty Ltd**



3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.

3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

4.1 This Deed applies to the Land and the Development.

4.2 The Developer acknowledges and agrees that a Development Consent may be granted to the Development subject to a condition requiring this VPA to be complied with in connection with the carrying out of the Development and the Developer is not to object to, or seek a review of, or appeal against, the imposition of such a condition.

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

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

7 Surrender of right of appeal, etc.

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

8 Application of s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act to the Development**Section 7.11 of the Act**

8.1 Subject to clause 8.5, this Deed does not exclude the application of section 7.11 of the Act to the Development.

8.2 Benefits provided by the Developer under this Deed are not to be taken into consideration when determining a Development Contribution under section 7.11 relating to the Development.

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**Section 7.12 of the Act**

- 8.3 Subject to clause 8.5, this Deed does not exclude the application of section 7.12 of the Act to the Development.

Subdivision 4 of Division 7.1 of the Act

- 8.4 This Deed does not exclude the application of Subdivision 4 of Division 7.1 of the Act to the Development.

Offset

- 8.5 Notwithstanding clauses 8.1 and 8.3, if a Development Consent, or modification to the Applicable Development Consent, for the Development authorises less than 6,525 m² (but more than 6,200 m²) of Additional GFA, s7.11 and 7.12 of the Act will not apply to the Development to the extent of the amount determined by multiplying \$1,167.90 by the number of square metres by which the Additional GFA authorised under the Development Consent for the Development falls short of 6,525 m².
- 8.6 The offset available under clause 8.5 is to be indexed from the date of this Deed in accordance with CPI.

Part 2 – Development Contributions**9 Provision of Development Contributions****Development Contributions**

- 9.1 Subject to clause 9.3, the Developer and Retail Lot Owner are to make Development Contributions to the Council in accordance with the Development Contributions Table and any other provision of this Deed requiring the Developer to make Development Contributions.
- 9.2 The Developer and Retail Lot Owner have no obligation to make any Development Contributions unless and until Development Consent is granted, or an application to modify the Applicable Development Consent is approved, for the Development.
- 9.3 Notwithstanding clause 9.1, if the amount of Additional GFA that is approved by the grant of Development Consent, or modification of the Applicable Development Consent, for the Development is less than 6,200 square metres, the Developer may, by written notice to Council, elect to:
- 9.3.1 make Development Contributions, including the Developer Works, in accordance with clause 9.1; or
- 9.3.2 in lieu of delivering the Developer Works:
- (a) make a monetary Development Contribution to Council in the sum of \$1,167.90 per square metre of Additional GFA,

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indexed from the date of this Deed in accordance with CPI;
and

- (b) otherwise make all other Development Contributions in accordance with clause 9.1.

Contribution Values

- 9.4 The Parties acknowledge and agree that a Contribution Value:
- 9.4.1 constitutes the agreed value of the public benefit of a Development Contribution required to be made under this Deed irrespective of the cost to the Developer of making the Development Contribution, and
 - 9.4.2 does not serve to define the monetary extent of the Developer's obligation to make the Development Contribution to which the Contribution Value relates.
- 9.5 For the avoidance of doubt:
- 9.5.1 if the actual cost to the Developer to deliver the Developer Works exceeds the Contribution Value for the Developer Works, the Developer must complete the Developer works at its own cost;
 - 9.5.2 if the actual cost to the Developer to deliver the Developer Works is less than the Contribution Value, the Developer must provide additional Development Contributions to the value of the difference between the Contribution Value and the actual costs to deliver the Developer Works, which will be applied towards public purposes at the discretion of Council, but which may include traffic management or other traffic or transport related infrastructure. Such additional Development Contributions are to be paid prior to the issue of the final Occupation Certificate for the Development.

Additional Development Contributions

- 9.6 If the Development Consent for the Development authorises more than 6,525 square metres of Additional GFA, the Developer must make additional Development Contributions being monetary Development Contributions of \$1167.90 per square metre of Additional GFA above 6,525 square meters, indexed from the date of this Deed in accordance with CPI.
- 9.7 Any additional Development Contributions made pursuant to clause 9.3.2(a) or clause 9.6 will be applied by Council towards public purposes at its discretion but which may include traffic management or other traffic or transport related infrastructure, and must be made prior to the issue of an Occupation Certificate for any Additional GFA in respect of the amount of Additional GFA the subject of that Occupation Certificate.

Application of Development Contributions

- 9.8 The Council is to apply each Development Contribution under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

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**10 Payment of monetary Development Contributions**

- 10.1 The Developer must make the monetary Development Contribution specified in item 1 of Part A of the Development Contributions Table, unless it provides evidence to Council that it has paid the Breakthrough Fee directly to TfNSW.
- 10.2 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

11 Creation of Retail Lot Easement (Varied)

- 11.1 The Retail Lot Easement (Varied) will be taken to have been created when the Council is given evidence that the terms of the registered Retail Lot Easement (Existing) have been varied to adopt the terms in Schedule 3.
- 11.2 The Developer and Retail Lot Owner are responsible for meeting all Costs of and incidental to the registration of the Retail Lot Easement (Varied).

12 Developer Works**Application of Developer Works Provisions**

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

Timing for delivery of Developer Works

- 12.2 Subject to this clause 12, the Developer must achieve Practical Completion of the Developer Works by the Practical Completion Date.
- 12.3 If, at any stage, the Developer reasonably considers that it will not be able to achieve Practical Completion of the Developer Works by the Practical Completion Date, the Developer may seek Council's approval to defer the Practical Completion Date by providing written notice to the Council:
 - 12.3.1 specifying the reason or reasons why the Developer Works are unlikely to reach Practical Completion by the Practical Completion Date; and
 - 12.3.2 identifying the anticipated time by which Practical Completion can be achieved.
- 12.4 The Council, acting reasonably, must advise the Developer, in writing and within 14 days receipt of a notice from the Developer in accordance with clause 12.3:
 - 12.4.1 whether it consents to the deferral of the Practical Completion Date; and
 - 12.4.2 the revised Practical Completion Date.

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- 12.5 In considering whether to consent to the deferral of the Practical Completion Date under clause 12.4, the Council must have regard to, without limitation:
- 12.5.1 whether Development Consent has been granted, or an application to modify the Applicable Development Consent has been approved, for the Development, and if so the date that such Development Consent or approval was received;
 - 12.5.2 whether TfNSW has issued all Approvals necessary to deliver the Developer's Works, and if so the date that the last of those Approvals was issued; and
 - 12.5.3 the actions of any other Authority or third party to this Deed which may have affected the Developer's ability to achieve Practical Completion of the Developer's Works before the Practical Completion Date.
- 12.6 The Developer will not be in breach of this Deed as a result of a failure to achieve Practical Completion of the Developer Works by the Practical Completion Date if the Council consents to defer the Practical Completion Date under clause 12.4.

13 Cost of Developer Works**Responsibility for Cost of Developer Works**

- 13.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed.

Part 3 – Dispute Resolution**14 Dispute Resolution – mediation****Application of clause**

- 14.1 This clause 14 applies to any Dispute arising in connection with this Deed other than a dispute to which clause 15 applies.

When Dispute arises

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

Meeting between Parties

- 14.3 If a notice is given under clause 14.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

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**Meditation of Dispute**

- 14.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

Exercise of legal rights

- 14.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

Costs

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

15 Dispute resolution – expert determination**Application of clause**

- 15.1 This clause 15 applies to a Dispute arising in connection with this Deed if:
- 15.1.1 the Parties agree that the Dispute can be appropriately determined by Expert Determination, or
- 15.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

When Dispute arises

- 15.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 15.3 If a notice is given under clause 15.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Expert determination

- 15.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.

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**Expert determination binding**

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

Costs of Parties

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

Costs of Expert

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

Part 4 - Enforcement**16 General Security****Application of this clause**

- 16.1 This clause 16 applies if Item 3 of the VPA Particulars specifies an amount of General Security.

Composition of General Security

- 16.2 For the avoidance of doubt, the General Security includes the Defects Liability Security.

Provision of General Security

- 16.3 The Developer is to provide the General Security to the Council within 60 days of the date the obligation to make the Development Contributions arises in accordance with clause 9.2.

Purpose of General Security

- 16.4 The Council is to hold the General Security as security for the Developer Parties performing their obligations under this Deed.

Call-up of General Security

- 16.5 Subject to clause 18.2, if a Developer Party breaches any its obligations under this Deed relating to the purpose for which the General Security is required to be provided, the Council may, without further notice and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, call-up the General Security or the Defects Liability Security, as appropriate, and apply it to remedy the Developer Party's breach and the Council's costs specified in clause 18.5 of so doing.

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**Release & return of General Security**

- 16.6 Subject to clause 16.7, the Council is to release and return the General Security or any unused part of it to the Developer within 14 days of issuing a Practical Completion Certificate for the Developer Works unless the Parties have entered into a written agreement providing for the progressive release of the General Security at times or upon the occurrence of events specified in the agreement.
- 16.7 The amount of the General Security released and returned by the Council under clause 16.6 must not exceed the amount of the General Security minus the percentages of that amount allocated to the Defects Liability Security.
- 16.8 The Council is to release and return the Defects Liability Security, or any remaining part, to the Developer within 28 days after the end of the Defects Liability Period if, at that time, the Developer is not in breach of an obligation under this Deed to which the Defects Liability Security relates.

Replacement General Security

- 16.9 The Developer may provide the Council with a replacement General Security at any time.
- 16.10 On receipt of a replacement General Security, the Council is to release and return the replaced the General Security to the Developer.
- 16.11 If the Council calls-up the General Security or any portion of it, the Council may give the Developer a written notice requiring the Developer to provide a further or replacement General Security to ensure that the amount of General Security held by the Council equals the amount the Council is entitled to hold under this Deed.

Restriction on entering Council land

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

17 Acquisition of Retail Lot Easement (Varied)**Compulsory acquisition of Retail Lot Easement**

- 17.1 Subject to clause 18.2, if the Retail Lot Owner does not create the Retail Lot Easement (Varied) at the time at which it is required to be created, the Retail Lot Owner consents to the Council effecting a variation to the Retail Lot Easement (Existing) terms by compulsorily acquiring the Retail Lot Easement (Varied) in the form prescribed in Schedule 3 for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.

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- 17.2 Clause 17.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

Re-imbursement of Council for third party compensation

- 17.3 If the Council is required to compulsorily acquire the Retail Lot Easement (Varied) and, as a result, is required to pay compensation to any person other than the Retail Lot Owner, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on the General Security.

Indemnity

- 17.4 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the Retail Lot Easement (Varied) except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 17.5 The Retail Lot Owner is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 17, including without limitation:
- 17.5.1 signing any documents or forms,
- 17.5.2 paying the Council's costs arising under this clause 17.

18 Breach of obligations**Notice of breach**

- 18.1 If the Council reasonably considers that a Developer Party is in breach of any obligation under this Deed, it may give a written notice to the Developer Party, that is in breach:
- 18.1.1 specifying the nature and extent of the breach,
- 18.1.2 requiring the relevant Developer Party to:
- (a) Rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 18.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Notice of breach pre-requisite to exercise of rights

- 18.2 The Council may not exercise its rights under clause 16.5, or 17.1 unless it has first given the relevant Developer Party a notice under clause 18.1 and the relevant Developer Party has failed to comply with the Notice.

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**Step-in right relating to Developer Works**

- 18.3 If the Developer fails to comply with a notice given under clause 18.1 relating to the provision of Developer Works, the Council may, notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, step-in and remedy the breach and may enter, occupy and use any land owned or controlled by a Developer Party and any Equipment on such land for that purpose.

Recovery of costs by Council as debt due

- 18.4 Despite any other provision of this Deed, any costs incurred by the Council in remedying a breach of this Deed may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 18.5 For the purpose of clause 18.4, the Council's costs of remedying a breach the subject of a notice given under clause 18.1 include, but are not limited to:
- 18.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 18.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 18.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

- 18.6 Nothing in this clause 18 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by a Developer Party, including but not limited to seeking relief in an appropriate court.

19 Enforcement in a court of competent jurisdiction

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

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- 20.1 This Deed is to be registered on the Land for the purposes of s7.6(1) of the Act.

Documents for registration

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

Removing notation from title

- 20.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 20.4.1 in so far as the part of the Land concerned is a Final Lot, provided that at the time of release, there is some other part of the Land which is not a Final Lot on which the Deed will remain registered, and if not, the Deed cannot be released from the title of the Final Lot, and
 - 20.4.2 in relation to any other part of the Land, once the Developer Parties have completed their obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

21 Restriction on dealings**Restriction**

- 21.1 The Developer and Retail Lot Owner are not to assign their rights or obligations under this Deed, or novate this Deed to any person unless:
- 21.1.1 the Developer or Retail Lot Owner (**Assigning Party**) has, at no cost to the Council, first procured the execution by the person to whom the Assigning Party's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and

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- 21.1.2 the Council has given written notice to the Assigning Party stating that it reasonably considers that the assignee or novatee is reasonably capable of performing its obligations under this Deed, and
- 21.1.3 the Assigning Party is not in breach of this Deed, and
- 21.1.4 the Council otherwise consents to the assignment or novation, such consent not to be unreasonably withheld.
- 21.2 The Retail Lot Owner is not to sell or transfer the Retail Lot to any person unless the Retail Lot Easement (Varied) has first been created. Once the Retail Lot Easement (Varied) has been created, clause 21.1 does not apply to the Retail Lot Owner.

Continued performance of obligations by Developer

- 21.3 Subject to clause 21.1 and 21.2, the Developer and Retail Lot Owner acknowledge and agree that they remain liable to fully perform their obligations under this Deed unless and until they have complied with their obligations under clause 21.1 and 21.2.

Part 6 – Indemnities & Insurance**22 Risk**

- 22.1 The Developer Parties perform this Deed at their own risk and their own cost.

23 Release

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

24 Indemnity

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

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

Failure to comply with requirement

- 25.2 If the Developer fails to comply with clause 25.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 25.2.1 by calling upon the General Security provided by the Developer to the Council under this Deed, or
- 25.2.2 recovery as a debt due in a court of competent jurisdiction.
- 25.3 The Developer is not to commence to provide any Developer Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 25.1.

Part 7 – Other Provisions**26 Annual report by Developer****Requirement for Developer to provide report**

- 26.1 The Developer is to provide to the Council at 6 monthly intervals after the date on which this Deed commences a report ('**Performance Report**') detailing the progress of the Developer towards obtaining Approvals and performance of its obligations under this Deed in the previous 6 month period ('**Reporting Period**').

Form and content of report

- 26.2 The Performance Report is to be in such a form and to address such matters as is reasonably required by the Council from time to time but must at a minimum detail:
- 26.2.1 all applications for any Approvals required for the Developer Works and all Approvals granted for the Developer Works;
- 26.2.2 all applications for Approvals, including Development Consents, for the carrying out of the Development, and all Approvals granted for the Development;

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- 26.2.3 all Development Contributions made pursuant to this Deed during the Reporting Period and the dates on which the contributions were made,
- 26.2.4 all Development Contributions due to be made by the Developer pursuant to this Deed in the next Reporting Period,
- 26.2.5 all Developers Works that had been commenced prior to the Reporting Period or were commenced during the Reporting Period but were not completed in that period,
- 26.2.6 all Developers Works due to be commenced or completed within the next 6 month period,
- 26.2.7 all Securities provided by the Developer to the Council under this Deed and held by the Council during the Reporting Period and the current value of each such Security.

27 Review of Deed**Obligation to review Deed**

- 27.1 The Parties agree to review this Deed by the end of each Review Period, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.

Review triggers

- 27.2 For the purposes of clause 27.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

Duty of Parties

- 27.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 27.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

Where change of law occurs

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

No Dispute

- 27.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 27.1 (but not 27.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

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**28 Termination**

- 28.1 If:
- 28.1.1 Development Consent, or an application to modify the Applicable Development Consent, for the Development is refused; or
 - 28.1.2 before commencing the Developer's Works, the Developer surrenders the Development Consent for the Development, or further modifies the Applicable Development Consent to remove any approval for or entitlement to develop the Additional GFA,
- the Developer may terminate this Deed by providing written notice to the Council.
- 28.2 If this Deed is terminated in accordance with clause 28.1:
- 28.2.1 the Developer and Retail Lot owner will have no obligation to make the Development Contributions;
 - 28.2.2 any Security that the Council holds under this Deed must be promptly released to the Developer; and
 - 28.2.3 the Council must do all things reasonably necessary to facilitate the removal of this Deed from the title to the Land or any part thereof.

29 Notices

- 29.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 29.1.1 delivered or posted to that Party at its address set out in Item 6 or 7 of the VPA Particulars, or
 - 29.1.2 emailed to that Party at its email address set out in Item 6 or 7 of the VPA Particulars.
- 29.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 29.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 29.3.1 delivered, when it is left at the relevant address,
 - 29.3.2 sent by post, 7 business days after it is posted, or
 - 29.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 29.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

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**30 Approvals and Consent**

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

31 Costs of this Deed**Costs of Deed**

- 31.1 The Developer is to pay to the Council the Council's costs not exceeding the amount specified in Item 9 of the VPA Particulars in relation to preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

Enforcement costs

- 31.2 The Council may serve a notice in writing on the Developer ('**Enforcement Cost Notice**') requiring the Developer to pay all or any reasonable costs and expenses incurred by the Council in connection with:
- 31.2.1 investigating a non-compliance by the Developer Parties with this Deed, and
- 31.2.2 enforcing compliance by the Developer Parties with this Deed.
- 31.3 For the avoidance of doubt, the costs and expenses referred to in clause 31.2 may include the costs or expenses incurred by the Council relating to the preparation or serving of the Enforcement Cost Notice.
- 31.4 An Enforcement Cost Notice is to specify the amount required to be paid to the Council by the Developer and the date by which the amount is to be paid.
- 31.5 The Council may recover any unpaid costs and expenses specified in an Enforcement Cost Notice as a debt in a court of competent jurisdiction.

No dispute

- 31.6 Part 3 of this Deed does not apply anything done by the Council and any requirement imposed on the Developer by the Council in accordance with this clause 31.

32 Entire Deed

- 32.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 32.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

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**33 Further Acts**

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

34 Governing Law and Jurisdiction

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

35 Joint and Individual Liability and Benefits

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

36 No Fetter

- 36.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

37 Illegality

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

38 Severability

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

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- 38.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

39 Amendment

- 39.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

40 Waiver

- 40.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 40.2 A waiver by a Party is only effective if it:
- 40.2.1 is in writing,
 - 40.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 40.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 40.2.4 is signed and dated by the Party giving the waiver.
- 40.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 40.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 40.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

41 GST

- 41.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

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

- 41.2 Subject to clause 41.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 41.3 Clause 41.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 41.4 No additional amount shall be payable by the Council under clause 41.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 41.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
 - 41.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
 - 41.5.2 that any amounts payable by the Parties in accordance with clause 41.2 (as limited by clause 41.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 41.6 No payment of any amount pursuant to this clause 41, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 41.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 41.8 This clause continues to apply after expiration or termination of this Deed.

42 Explanatory Note

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

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Schedule 1: VPA Particulars

(Clause 1.1)

Item	Details
1. Practical Completion Date	1 November 2028
2. Defects Liability Period	12 months
3. General Security	\$10,500,000
4. Defects Liability Security	\$380,000, being 5% of the estimated construction value of the Developer Works.
5. Insurances	
a. Contract Works Insurance	For the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works.
b. Public Liability	For at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party.
c. Professional Indemnity Insurance	\$20,000,000
d. Workers Compensation Insurance	As required by law.
e. Other insurance	As required by law.
6. Council Contact for Notices	Postal Address: Locked Bag 1470, Drummoyne NSW 1470, Australia Email: council@canadabay.nsw.gov.au Telephone: (02) 9911 6555 Representative: Nick Hubble, Manager Development, Property Strategy & Leasing
7. Developer Parties'	Postal Address: 101/25 Angas Street, Meadowbank NSW 2114

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Contact for Notices	Email: paul.addison@billbergia.com.au Telephone: 0416 050 637 Representative: Paul Addison
8. Review Period	Each period of 12 months commencing on the commencement of this Deed.
9. Costs of Deed	\$40,000

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Schedule 2: Development Contributions Table

COLUMN 1 Item No / Details	COLUMN 2 Public Purpose	COLUMN 3 Timing	COLUMN 4 Contribution Value \$
A. Monetary Contribution			
1. Breakthrough Fee	Transport and Pedestrian Access	Within 7 days of Council providing evidence (such as a tax invoice) that TfNSW has called for payment of the Breakthrough Fee	\$260,000
B. Developer Works			
1. Construction of the Pedestrian Bridge	Transport and Pedestrian Access	1 November 2028	\$7,540,000
C. Other material public benefits			
2. Creation of Retail Lot Easement (Varied) by Retail Lot Owner	Transport and Pedestrian Access	Prior the vesting of the Pedestrian Bridge in Council pursuant to this Deed.	N/A

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Schedule 3: Retail Lot Easement (Varied)

**Amendment of easement for public access by foot variable width (F)
(limited in stratum) numbered 10 in DP1264076**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10.	Easement for public access by foot variable width (F) (limited in stratum)	Lot 25 in DP1264076	Canada Bay Council

1 Terms of easement for public access by foot variable width (F) (limited in stratum) numbered 10 in the Plan

1.1 Definitions

In this easement these meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee, including members of the general public, for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee, including members of the general public.

Bridge means the pedestrian footbridge over Walker Street and within the part of the Lot Burdened that is between the Rhodes Central building and the Rhodes Railway Station Footbridge, including a supporting column and staircase on and adjacent to the western side of Walker Street.

Council means City of Canada Bay Council and its successors.

Easement Site means in relation to an easement in this easement:

- (a) the site of an easement numbered 10 on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Grantee means Council.

Grantor means the owner of the Lot Burdened.

Integration Services means the services for the functional integration of the Easement Site and the Bridge, including, without limitation, fire safety systems, lighting, electricity, ventilation, and air conditioning within the Easement Site.

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Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction in this instrument.

Plan means deposited plan DP1264076.

Rhodes Central means the mixed use building constructed at 6-8 Walker Street and 21 Marquet Street, Rhodes NSW, comprising residential, commercial and retail components, and known as Rhodes Central.

Rhodes Railway Station Footbridge means the footbridge and staircase for access between the east side of Walker Street and Rhodes railway station, located on Transport for New South Wales land.

1.2 Commencement of easement

Despite any other provision of this easement, the rights and the obligations of the Grantee and the Grantor will be suspended until the later of the date on which an occupation certificate is issued for the Bridge and the date of opening of the Bridge to the public.

1.3 Grant of easement

Subject to the conditions in this easement, the Grantor grants:

- (a) the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:
 - (i) on foot or with wheelchairs or other disabled access aids; and
 - (ii) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability);
- (b) the Grantee the right to have, operate and maintain the Bridge (including all associated ducts, pipes, cables and equipment connecting the Bridge to the Rhodes Railway Station Footbridge or used in connection with the Bridge) within the Easement Site;
- (c) the Grantee the full, free and unimpeded right:
 - (i) to support part of the Bridge within the Lot Burdened by the structure within the Lot Burdened that provides support to the Bridge;
 - (ii) not to have removed the support provided to the Bridge by the structure within the Lot Burdened;
 - (iii) to insist that the Bridge and Integration Services may encroach to the extent necessary on the Easement Site for the purposes of this easement; and
 - (iv) subject to the terms of this easement, to access and use the Easement Site at all times for the purposes permitted under this

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easement, including to do any work necessary to construct, operate, maintain and repair the Bridge or parts of the Bridge.

- (d) the Grantee and its Authorised Users (other than members of the general public) the right to enter, pass and repass to and from the Easement Site for the purposes of maintaining, operating, repairing and replacing the Integration Services and during the performance of works in relation to the Integration Services; and
- (e) the Grantee and its Authorised Users the right to enter, pass and repass to and from the Easement Site for the purposes of maintaining, operating, repairing and replacing the Bridge.

1.4 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency, while the Grantor is undertaking works on the adjacent part of Rhodes Central, or for maintenance purposes, on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the adjacent part of Rhodes Central or the Easement Site.

1.5 Grantee's obligations

When it exercises its rights or complies with its obligations under this easement, the Grantee must:

- (a) take all reasonable steps to minimise disturbance of the Grantor, the Lot Burdened and any occupier of premises in the Lot Burdened and Rhodes Central;
- (b) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened and Rhodes Central;
- (c) promptly rectify any damage caused to the Easement Site, the Lot Burdened or Rhodes Central while exercising rights or complying with obligations under this easement;
- (d) not interfere with or disrupt the conduct of any business conducted within the Easement Site or the Lot Burdened;
- (e) use reasonable endeavours to ensure that its Authorised Users (other than members of the general public) comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement;
- (f) ensure that any person carrying out works on Integration Services on their behalf is qualified to do those works and carries appropriate insurances;

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- (g) ensure all work is performed in a proper and workmanlike manner and in accordance with all necessary approvals from relevant Government Agencies;
- (h) give the Grantor at least 72 hours written notice of their intention to commence works on Integration Services; and
- (i) make good any damage to the Easement Site or Rhodes Central caused by the conduct of works on in connection with Integration Services to the reasonable satisfaction of the Grantor.

1.6 Repair and maintenance

- (a) The Grantee must at its cost keep the Bridge in good repair and safe condition and, where necessary, replace the Bridge or portions of the Bridge.
- (b) The Grantee must at its cost keep the Integration Services in good repair and safe condition and, where necessary, replace the Integration Services.

1.7 Obligations of the Grantor

The Grantor must not do or allow anything to be done to damage or interfere with the Bridge.

1.8 Indemnity

The Grantee indemnifies the Grantor against all liability, costs, expenses or damages for which the Grantor might become liable in respect of or arising from any damage, loss or injury suffered to person or property or incurred by the Grantor as a result of the exercise by the Grantee of the rights under this easement or failing to comply with the Grantee's obligations under this easement, other than if the damage, expense, loss, claim or liability arises from the presence of members of the general public on the Easement Site. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

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**Schedule 4: Developer Works Provisions****Deed not Construction Contract**

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

Requirement for Construction Contract

- 2 The Developer must enter into a Construction Contract with its Contractor for the construction of the Developer Works before any construction work occurs.
- 3 The Developer must provide the Council with a copy of the Construction Contract upon receipt of a written request by the Council.

General obligations relating to Developer Works

- 4 The Developer is to provide the Developer Works:
 - 4.1 in the location shown in and in accordance with the Pedestrian Bridge Consent,
 - 4.2 by the Practical Completion Date, and
 - 4.3 otherwise in accordance with this Deed.
- 5 The Developer is to provide and complete the Developer Works in a good and workmanlike manner and in accordance with:
 - 5.1 all applicable laws,
 - 5.2 any Approval required by any law relating to the provision of the Developer Works, and
 - 5.3 the lawful requirements of any Authority.
- 6 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

Warranties relating to Developer Works

- 7 The Developer warrants to the Council that:
 - 7.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works, or that it will obtain all necessary Approvals for the Developer Works,
 - 7.2 it accepts that, if any aspect of the Developer Works does not comply this Deed, the Council is entitled to require the Developer to remedy the non-compliance under this Deed.
- 8 The Developer is to procure in favour of the Council from Contractors engaged in relation to the Developer Works, warranties reasonably required by the Council relating to the design and construction of the Developer Works.

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**Breakthrough**

- 9 The Developer will procure approval from TfNSW for breakthrough into the Rhodes Railway Station on behalf of Council.
- 10 The Council must provide all consents and information, and sign any documents, reasonably necessary in connection with an application for approval from TfNSW for breakthrough into the Rhodes Railway Station, and act promptly in response to any request from the Developer to do so.
- 11 If the Breakthrough Fee is paid by the Developer to the Council in accordance with this Deed, the Council must pay that amount to TfNSW as soon as possible and provide evidence to the Developer that it has done so.
- 12 For the avoidance of doubt, if TfNSW requires an amount to be paid that exceeds the Contribution Value of the Breakthrough Fee, the Developer is not liable to pay that additional amount and the Council must nevertheless pay the Breakthrough Fee, plus any additional amount, to TfNSW.

Ownership & care of Developer Works

- 13 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Council gives the Developer a Practical Completion Certificate in relation to the Developer Works.

Work health & safety

- 14 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that:
 - 14.1 the Developer engages the Contractor to construct the Developer Works, or
 - 14.2 engages another person to be the Principal Contractor for the Developer Works,and authorises the person to have management or control of the workplace relating to the Developer Works and to discharge the duties of a Principal Contractor under WHS Law.
- 15 For the purpose of the Developer's compliance with its obligations under clause 14, the Council:
 - 15.1 acknowledges that the Developer (or the Contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011* (NSW); and
 - 15.2 authorises the Developer (or the Contractor, where appropriate) to exercise authority of the Council necessary to enable the Developer to discharge its obligations under clause 14.
- 16 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 14 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.
- 17 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures.

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Variations to approved Developer Works & Costs

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

Protection of people, property & utilities

- 22 The Developer is to use all reasonable endeavours to ensure that, in providing the Developer Works:
 - 22.1 all necessary measures are taken to protect people and property,
 - 22.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 22.3 nuisances and unreasonable noise and disturbances are prevented.
- 23 The Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land in connection with the Developer Works unless authorised in writing by the Council or any relevant Authority.

Damage to assets & property

- 24 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the Developer Works.
- 25 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.
- 26 If an audit, inspection or test of the Developer Works shows that:
 - 26.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
 - 26.2 damage has occurred to a Council asset or the property of another person in connection with the Developer Works,the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.
- 27 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under clauses 24-26 of this Schedule 4, the Council may take the action required of the Developer and recover the Council's costs of so doing from the Developer.

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Entry onto Land

- 28 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and provide the Developer Works on Other Land.
- 29 Upon receiving reasonable prior written notice from the Developer, the Council is to allow the Developer and its Contractors, to enter, occupy, and use Council owned or controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer and Contractors is reasonably necessary for the Developer Works.

Audit, inspection, testing of Developer Works

- 30 The Council may, at its own cost, undertake an audit, inspection or non-destructive test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 31 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or non-destructive test of the Developer Works.
- 32 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works in order to bring the Developer Works into conformity with this Deed or any Approval, the Developer is to:
 - 32.1 take the action in the manner, and within the time, the Council reasonably requires, and
 - 32.2 provide evidence to the Council that the action has been taken.

Access to information

- 33 The Council may make a written request to the Developer to provide information to the Council concerning the Developer Works.
- 34 The Developer is to comply with any such request made by the Council not later than 15 business days after the Council makes the request.

Practical Completion of Developer Works

- 35 The Developer is to use all reasonable endeavours to ensure that the Developer Works is the subject of a Practical Completion Certificate by the Practical Completion Date.
- 36 The Developer may make a written request ('Developer's Request') to the Council to issue a Practical Completion Certificate for the Developer Works or any part of the Developer Works by the Practical Completion Date, or such later date agreed in writing between the Parties.
- 37 The Developer's Request is to be accompanied by the following information:
 - 37.1 a Works-as-Executed Plan of the Developer's Works to which the Developer's Request relates, and
 - 37.2 all technical data relating to those Works, including but not limited to, structural certificates and material certifications.
- 38 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time

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reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.

- 39 As a precondition to issuing a Practical Completion Certificate, the Council may direct the Developer in writing to complete, Rectify or repair any specified part of the Developer Works the subject of the Developer's Request within a reasonable period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval. The Council must act reasonably when determining the content of and before issuing any direction to the Developer in accordance with this clause 39 of Schedule 4.
- 40 The Developer is to promptly comply with any such direction given by the Council.
- 41 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion Certificate may be issued for the Developer Works the subject of the Developer's Request, provided that:
- 41.1 in each case the inspection occurs within 14 days of the Developer's Request; and
 - 41.2 the Council undertakes no more inspections than are reasonably necessary to determine whether any aspect of the relevant Developer Works reasonably requires completion, rectification or repair.
- 42 The Council is to promptly issue a Practical Completion Certificate for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

Costs of Developer Works

- 43 Council and the Developer will jointly appoint a suitably qualified person to verify construction costs (**Certifier**).
- 44 During the construction of the Developer Works, the Developer must progressively submit documentation evidencing the incurring of costs in constructing the Developer Works to the Council and the Certifier (**Progress Statement**), provided that the Developer may not submit a Progress Statement more than once every month.
- 45 The Developer must provide the Council and the Certifier with any documents in addition to its Progress Statement which the Council or Certifier reasonably require to exercise their functions under clause 59 of this Schedule.
- 46 The Certifier must within 14 days of the Developer's Request for the Council to issue a Practical Completion Certificate for the Developer Works, give written notice to the Council and the Developer of the actual costs incurred by the Developer to complete the Developer Works for the purpose of Council determining under clause 9.5.2 of this Deed whether any additional Development Contributions are to be made under this Deed.

Rectification of Defects

- 47 If the Council, acting reasonably, identifies a Defect relating to the Developer Works during the Defects Liability Period, the Council may give the Developer a Rectification Notice during the Defects Liability Period in order to bring the Developer Works into conformity with this Deed or any Approval.

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- 48 The Developer is to comply with a Rectification Notice according to the terms of the Rectification Notice and to the reasonable satisfaction of the Council.
- 49 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice given by the Council.

Final Completion of Developer Works

- 50 The Developer is to use all reasonable endeavours to ensure that the Developer Works is the subject of a Final Completion Certificate at the end of the Defects Liability Period for the Developer Works.
- 51 The Developer may make a written request ('**Developer's Request**') to the Council to issue a Final Completion Certificate for the Developer Works or any part of the Developer Works at the end of Defects Liability Period.
- 52 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.
- 53 As a precondition to issuing a Final Completion Certificate, the Council may direct the Developer in writing to complete, Rectify, repair or maintain any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval. The Council must act reasonably when determining the content of and before issuing any direction to the Developer in accordance with this clause 53 of Schedule 4.
- 54 The Developer is to promptly comply with any such direction given by the Council.
- 55 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Final Completion Certificate may be issued for the Developer Works the subject of the Developer's Request, provided that:
 - 55.1 in each case the inspection occurs within 14 days of the Developer's Request; and
 - 55.2 the Council undertakes no more inspections than are reasonably necessary to determine whether any aspect of the relevant Developer Works reasonably requires completion, rectification or repair.
- 56 The Council is to promptly issue a Final Completion Certificate for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

Copyright in Works-As-Executed Plan

- 57 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 58 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council.

25-27 Leeds Street, Rhodes Planning Agreement**City of Canada Bay Council****Leeds 27 Development Pty Ltd****Rhodes Central Retail Pty Ltd**

**Transfer of Ownership of Developer Works**

- 59 At the same time the Council issues a Practical Completion Certificate for Developer Works to the Developer, the Council must issue a Transfer of Ownership Notice to the Developer for those Developer Works.
- 60 The Developer Works vest in the Council on the same date a Practical Completion Certificate is issued in respect of the Developer Works.

Removal of structures & Equipment

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

25-27 Leeds Street, Rhodes Planning Agreement
City of Canada Bay Council
Leeds 27 Development Pty Ltd
Rhodes Central Retail Pty Ltd



Execution

Executed as a Deed

Dated:

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

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

Mayor

General Manager

Executed by the COUNCIL:

General Manager

Witness

Name

25-27 Leeds Street, Rhodes Planning Agreement

City of Canada Bay Council

Leeds 27 Development Pty Ltd

Rhodes Central Retail Pty Ltd



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

Attorney

Witness

Name

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

Director

Director / Secretary

Name

Name

25-27 Leeds Street, Rhodes Planning Agreement
City of Canada Bay Council
Leeds 27 Development Pty Ltd
Rhodes Central Retail Pty Ltd



Executed by the Retail Lot Owner in accordance with s127(1) of the Corporations
Act (Cth) 2001

Director

Director / Secretary

Name

Name

25-27 Leeds Street, Rhodes Planning Agreement**City of Canada Bay Council****Leeds 27 Development Pty Ltd****Rhodes Central Retail Pty Ltd**

Appendix: Explanatory Note

(Clause 42)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Draft Planning Agreement

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

Parties

Council**City of Canada Bay Council** ABN 79 130 029 350 of
1A Marlborough Street, Drummoyne**Developer****Leeds 27 Development Pty Ltd** ABN 75 609 981 160
of 101/25 Angas Street, Meadowbank NSW 2114**Retail Lot
Owner****Rhodes Central Retail Pty Ltd** ABN 57 612 843
160 of 101/25 Angas Street, Meadowbank NSW 2114

Description of the Land to which the Draft Planning Agreement Applies

The area comprising Lot 2 in DP1192949, Lot A in DP329241 and Lot C in DP367132, being
the Land at 25-27 Leeds Street, Rhodes.

Description of Proposed Development

Development of the Land involving additional floor space above that approved by the
Applicable Development Consent.

Description of Development Contributions

The Developer and Retail Lot Owner are to make development contributions as follows:

- construction of the Pedestrian Bridge approved by the Pedestrian Bridge Consent;

DRAFT VOLUNTARY PLANNING AGREEMENT 25 TO 27 LEEDS STREET LTL FINAL FOR
EXHIBITION_1.DOCX [CAN25020_013.docx](#)

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25-27 Leeds Street, Rhodes Planning Agreement**City of Canada Bay Council****Leeds 27 Development Pty Ltd****Rhodes Central Retail Pty Ltd**



- payment of \$260,000 to TfNSW for the purpose of connecting the Pedestrian Bridge to the Rhodes Railway Station;
- monetary Development Contributions if the Developer receives authorisation to develop less than 6,200 square metres of Additional GFA and elects to pay monetary Development Contributions to Council in lieu of building the Pedestrian Bridge or if the Developer receives authorisation to develop more than 6,525 square metres of Additional GFA; and
- creation of an easement for connection of the Pedestrian Bridge to the retail property at 6 Walker St, Rhodes.

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

The objectives of the Planning Agreement are to secure the provision of a significant public benefit being facilitating pedestrian access to the Rhodes Railway Station.

Nature of Draft Planning Agreement

The Planning Agreement is an agreement between Council, the Developer and Retail Lot Owner under section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW).

Effect of the Draft Planning Agreement

The Planning Agreement requires the Developer and Retail Lot Owner to make the development contributions noted above.

The Developer is to provide financial security to the Council for the performance of the obligations under the agreement.

The Planning Agreement is required to be registered on the title to the Land.

The Planning Agreement imposes restrictions on the Developer Parties ability to assign the Land or the Retail Lot or their rights or obligations under the agreement or to novate the agreement.

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

The Planning Purpose served by the Planning Agreement is the provision of infrastructure to facilitate pedestrian access to the Rhodes Railway Station.

How the Draft Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by securing the provision of monetary contributions, material public benefits and the completion of works in connection to the Development.

DRAFT VOLUNTARY PLANNING AGREEMENT 25 TO 27 LEEDS STREET LTL FINAL FOR EXHIBITION_1.DOCX [CAN25020_013.docx](#)

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25-27 Leeds Street, Rhodes Planning Agreement**City of Canada Bay Council****Leeds 27 Development Pty Ltd****Rhodes Central Retail Pty Ltd**

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

The Planning Agreement does not negatively impact the public or any section of the public as far as the Council is aware.

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

No

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

Yes.

17th November 2025

Submission Regarding Proposed VPA for 25-27 Leeds Street, Rhodes (Objection)

General Manager
City of Canada Bay Council
Locked Bag 1470
Drummoyne NSW 1470
E-mail: council@canadabay.nsw.gov.au

**Re: Voluntary Planning Agreement for 25-27 Leeds Street, Rhodes.
Objection by Marobar Holdings P/L and Schibello Properties P/L**

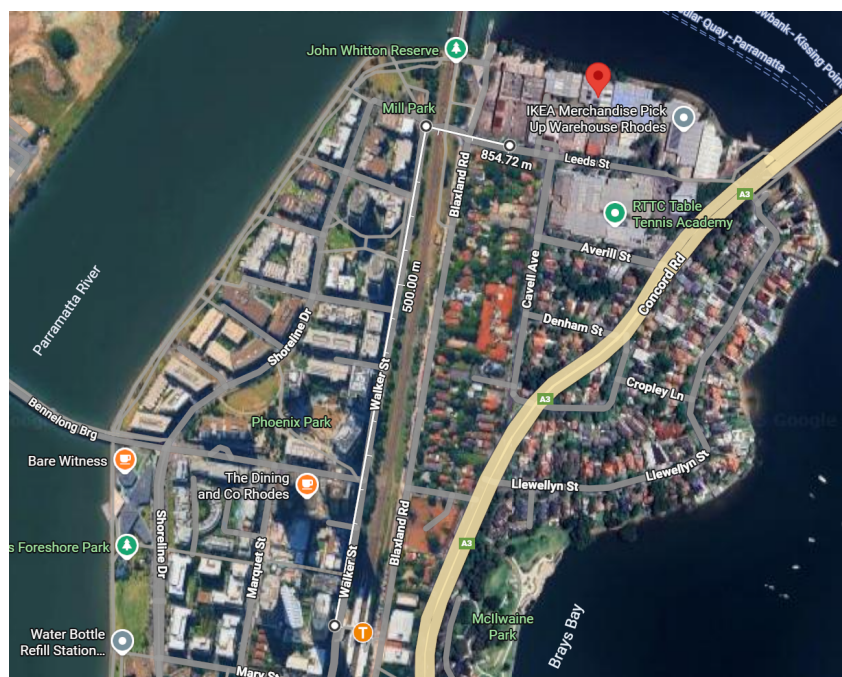
Executive Summary

We, Marobar Holdings Pty Ltd and Schibello Properties Pty Ltd, **formally object** to the proposed Voluntary Planning Agreement (VPA) associated with DA2023/0235 for 25-27 Leeds Street, Rhodes. Our companies are local landowners directly affected by planning decisions in the Rhodes Precinct, and we have serious concerns that the draft VPA **fails to deliver a genuine public benefit**, breaches Council's own planning agreement policy, and raises significant **probity issues**. In summary:

- **The purported “public benefit” - a pedestrian footbridge - is illusory.** The footbridge was already **approved in 2019** under DA2018/0376 and is essentially a **private elevated link** from Billbergia's Rhodes Central shopping centre into Rhodes Station in Rhodes West. It does not meaningfully serve the new 25-27 Leeds Street development or the broader public in Rhodes East from where the VPA originates. The bridge is not a separate structure from the 6 Walker Street building for the community, it is a funnel into it.



- **Gross overvaluation to justify excessive uplift:** The draft VPA inflates the footbridge's value to **\$7.54 million**, more than **ten times** its original estimated cost (~\$759,645 in 2018). This overvaluation is used to justify granting the developer an additional **6,525 m²** of floor space (roughly 70-80 extra apartments) and to **waive an estimated \$7.63 million** in development contributions. This arrangement would hand the developer a windfall profit (approximately \$28-37 million net benefit by our calculations), far in excess of any public benefit delivered.
- **Admission of planning trade-off:** The Council's own Mayor has acknowledged that delivering the footbridge relies on giving the developer extra density through a planning agreement. In a Mayoral Minute on 18 June 2024, it was noted that "a planning proposal would typically involve **additional floor space for the developer** in order for the infrastructure [the bridge] to be provided". We submit that such **"uplift for infrastructure" deals** must be scrutinised to ensure the public is not short-changed.
- **Lack of nexus to the development site:** The proposed bridge is **over 850 metres** away from 25-27 Leeds Street and on the opposite side of the railway line. It will directly connect into the existing Rhodes Central complex (Walker Street) owned by the same developer, **not into the Leeds Street project site**. In effect, the bridge will benefit the developer's **existing private assets** (by funneling commuters into their retail podium) rather than the residents of the new development or the Rhodes East community. Even the promotional campaign for the bridge admits it provides "direct access to all Billbergia's towers... to the station" - underscoring that this is a **site-specific private benefit**, not a general public facility for Rhodes East.



- Probity concerns - history of developer favoritism:** The VPA must be viewed in light of recent corruption findings. The NSW ICAC's *Operation Tolosa* (November 2023) found that the former Mayor of Canada Bay, Angelo Tsirekas, **corruptly influenced planning decisions** to favor certain developers. Notably, the ICAC inquiry identified **Billbergia** (the proponent of this VPA) as part of the network of developers receiving favorable treatment (<https://www.abc.net.au/news/2022-04-26/mayor-of-canada-bay-accused-of-taking-bribes-from-developers/101016324>). Given this history, it is troubling that the same developer now stands to gain enormously from a deal involving land value uplift awarded in exchange for a previously-approved bridge. The circumstances **demand the highest level of transparency and an independent review** to ensure no vestige of past impropriety taints this process.
- Astroturfed community support:** We also question the claimed community enthusiasm for the footbridge. The "Rhodes Action Group" advocacy for the bridge (including an online petition) appears to be **astroturfing** - a coordinated campaign manufactured by parties linked to the developer. Investigations have revealed that the Rhodes Action Group's website was registered by an employee of the developer's facilities management contractor (Helm Group), suggesting the appearance of public support was **artificially generated** rather than organically community-led. This casts doubt on any argument that the community "demands" this bridge at the cost of significant planning concessions.
- Failure to meet value capture policy:** The City of Canada Bay's Planning Agreements Policy (2020) stipulates that when extra development capacity is granted, **at least 50% of the resulting land value uplift should be captured** for the public benefit (https://www.canadabay.nsw.gov.au/sites/default/files/2020-12/CanadaBay_PlanningAgreementPolicyProceduresManual_20200929_V4d%28pages%29.pdf#:~:text=4,determined%20on%20its%20planning%20merits).

4.4.5 In such cases, Council considers that development contributions to the extent of 50% of the value uplift will generally be appropriate.

4.4.6 The development contributions would still be subject to the Acceptability Test.

4.4.7 The relevant application would need to be assessed and determined on its planning merits.

In this case, the vast majority of the uplift value would accrue to the developer. By our estimates, the community would receive a \$7.54 m footbridge (and some minor fees) in return for development concessions conservatively worth **equal to that in terms of levy abatements** and an additional **4-5 times that amount** in profit to the developer. This falls egregiously short of the 50% value capture benchmark and is inconsistent with both the letter and spirit of Council's policy and the *Environmental Planning & Assessment Act 1979* (EP&A Act) requirements for planning agreements (s7.4 of the EP&A Act demands that agreements provide public benefits in an appropriate and justifiable way).

For these reasons, we urge Canada Bay Council **not to approve the VPA in its current form**. We request that Council defer any decision on this planning agreement and undertake the following steps (detailed at the end of this submission): an independent valuation of the footbridge and the development uplift, a rigorous cost-benefit analysis, and full public transparency and oversight of the negotiations. Our submission below provides evidence and further explanation of each of these points.

Grounds of Objection

1. The “Public Benefit” is Pre-existing and Private in Nature

Approved via earlier DA, not a new benefit: The pedestrian footbridge offered in the VPA is **not a new public benefit at all - it is an already-approved project**. In 2018, Council (as landowner) consented to lodgement of a DA for a pedestrian bridge at Walker Street, and **development consent was granted in 2019** for Billbergia to construct this bridge. In other words, the developer already has the right to build the bridge independent of this VPA. It is misleading to present it now as a concession or bonus arising solely from the new development. The public would have received this infrastructure **in any case under the existing approval**, subject to the developer’s timeline. Simply repackaging the same bridge into a VPA does not create additional public value commensurate with the substantial extra floor space being granted.

Bridge primarily serves Billbergia’s own properties: We highlight that the footbridge’s function is essentially to connect **the second-floor retail podium of Rhodes Central (the developer’s shopping centre)** directly into the train station concourse. It will provide a weather-protected route for customers and residents of Billbergia’s high-rise towers west of the railway to access the station and vice versa. While in principle any member of the public could use the bridge, its design and location mean it principally **benefits the foot traffic generated by the proponent’s existing development**.

The Leeds Street site (east of the railway) is over 850m from the bridge and has **no direct connection to it** - residents of the new 342-unit development would still have to walk on the street almost a kilometer down Blaxland Road or Walker Street, crossing the railway line to reach the bridge entrance. Leeds Street is in Rhodes East. The benefit is clearly localised to the Rhodes Central/Walker Street side in Rhodes West. Even the advocacy materials in support of the bridge acknowledge its purpose is to provide “direct access” for occupants of “Billbergia’s Towers” to the station. In planning terms, the footbridge lacks **nexus** to the 25-27 Leeds Street development - a crucial consideration for valid developer contributions.

Marginal broader public benefit: For the general public or for residents of Rhodes who are not specifically going to Rhodes Central, the benefit of this bridge is minor. There is already a ground-level crossing at Walker Street; the bridge might save a few minutes in crossing time for some commuters, but it does not meaningfully improve access to any public facility or open space. Artist impressions by Billbergia show no external stairs on the other side of Walker Street. It is effectively a **second entrance to a shopping centre**. We contrast this with typical VPAs in other developments where a public benefit might be a new public park, a community facility (library, childcare), or affordable housing – things that clearly serve the broader community. Here, the benefit is so narrowly targeted that one could argue it actually *competes with the public realm* (by pulling people off the street and into a private space).

No improvement to the general pedestrian network in Rhodes East: The location of the bridge does not resolve the broader connectivity issues for the Rhodes East precinct. In fact, it has nothing to do with Rhodes East. It lands on the train station, which is itself on the western side of the rail line. Pedestrians in Rhodes East (east of Blaxland Rd) will still need to cross Blaxland Road and traverse through the Rhodes Central private complex to use this bridge. In effect, the developer is proposing a **privately controlled pedestrian route through its mall**, rather than contributing to public domain improvements or accessible transport solutions within Rhodes East. We submit that a footbridge in this location does not offset the impacts of an additional 342 apartments in Rhodes East - impacts which would typically be mitigated by **local infrastructure contributions (s7.11)** towards parks, schools, traffic upgrades, etc., not by a distant walkway serving a different sub-precinct.

2. Overvaluation of the Footbridge to Justify Excess Development Rights

Original cost vs. VPA valuation: The **cost inflation** of the footbridge in the VPA is stark and unsupported by evidence. The 2018 DA documentation indicated the bridge's construction cost to be approximately **\$759,645** (under \$0.8m). Yet in the draft VPA schedule, the bridge is ascribed a value of **\$7.54 million**. There is no clear rationale for a **ten-fold increase** in cost in the intervening years. Even accounting for design enhancements or inflation, \$7.54m for a pedestrian bridge of ~30m span appears highly excessive. This overvaluation raises the suspicion that the figure was **back-calculated to justify the quantum of bonus floor space** the developer sought, rather than reflecting actual cost.

Extra 6,525 m² GFA granted - equivalent to a new tower: The planning proposal tied to the VPA seeks to increase permissible gross floor area on the site by **6,525 square metres** beyond what current controls allow. This is an enormous uplift - equivalent to roughly 70-80 additional apartments (assuming average 80-90m² per unit). In effect, it allows the developer to build an **entire extra high-rise building's worth of units** on the site. The revenue from selling this many extra apartments (conservatively on the order of \$75 million) vastly exceeds the cost of the footbridge. Even after construction costs, the profit margin from the uplift (perhaps \$20 to 30 million) would be windfall gain. **None of that value is captured for the community** under the current VPA terms.

Waiver of development contributions (\$7.63m) compounds the imbalance: Ordinarily, a development of this scale would be subject to local infrastructure contributions under s7.11 or s7.12 of the EP&A Act, as well as the State's Special Infrastructure Contribution (SIC). According to the draft VPA, Council proposes to **waive the requirement for s7.11/7.12 monetary contributions on the first 6,525m² of additional floor space** delivered. Based on the Council's contribution rate of ~\$1,167.90 per m², this equates to about **\$7.62 million in foregone developer contributions**. Those funds would normally go towards local amenities (parks, roads, community facilities) to support the increased population. Forgiving this payment is effectively a further subsidy to the developer on top of the FSR bonus. We emphasise that this **double concession** - free additional floor space and waived fees - is entirely unjustified by the cost of the bridge. The developer is proposing to spend \$7.5m (bridge) in exchange for benefits easily worth four to five times that amount. The community not only **fails to capture 50% of the uplift value** - it barely captures any value. This outcome is contrary to Council's policy and the public interest (see Section 4 below).

Precedent and fairness: Approving such an imbalanced VPA sets a dangerous precedent. It signals to other developers that **planning controls can be circumvented** if one offers a flashy piece of infrastructure, even if of dubious value. It also sends a message to the community that necessary services and amenities (schools, open space, etc.) can be traded away. Competing landowners in

Rhodes East, especially those who have not received similar favorable treatment, are aggrieved by this inequity. For example, independent owners on Leeds Street who were downzoned in recent precinct plans see the proponent now regaining (and exceeding) that lost density via a private deal. We urge Council to consider the broader planning principle: public infrastructure must be delivered **in addition to**, not in lieu of, baseline development contributions that address a development's impacts. Over-reliance on VPAs for fundamental infrastructure can undermine the transparency and equity of the contributions system.

3. Admissions in Council Records - Bridge Uplift is the Only Way to Deliver It

The necessity of granting extra floor space to “deliver” the bridge was explicitly acknowledged by the Mayor in Council's records. We refer to the **Mayoral Minute dated 18 June 2024 (Item 5.1)**, where the Mayor noted that negotiations on the Walker Street bridge had been ongoing for years, and that “it is now clear that a planning proposal is the most likely pathway for delivery of the bridge” involving “**additional floor space for the developer**” as the offset. This is a frank admission that the public asset (bridge) is effectively **being “bought” by relaxing planning controls**. We raise this point to underline two issues:

- First, **Council's leverage in negotiations appears compromised**. By framing the situation as the only way to get the bridge, the Council may feel pressured to accede to the developer's demands on floor space and contributions. This dynamic risks the **public interest being secondary** to the developer's interests. A more prudent approach would have been to explore alternative funding or delivery mechanisms (e.g. public funding, grants, or integrating the bridge into the conditions of the original Rhodes Central development consent).
- Second, if the bridge's viability truly hinges on granting massive uplift, one must question whether the infrastructure itself is a **sound public investment**. Typically, public infrastructure is provided to **mitigate development impacts or serve the community's needs**, not to primarily enhance a private development's connectivity. Here, the argument seems to be that without extra density (which itself creates additional strain on local infrastructure), the developer won't build the bridge. This calls into question the **genuine utility** of the bridge - if it were truly beneficial to the Rhodes community at large, it would warrant public funding or a more proportionate trade, not a 600+% return on value for the developer. We urge Councillors to critically assess whether this VPA is a good deal for the community or simply a **concession to entice the developer**.

4. Probity and Public Interest Concerns

ICAC findings and continuing benefit to the same party: The Independent Commission Against Corruption (ICAC) has recently shone a light on planning decisions in Canada Bay. In its Operation Tolosa report (2023), ICAC found that former Mayor Tsirekas engaged in corrupt conduct by **providing favorable planning outcomes to certain developers in Rhodes** in exchange for benefits. One of those developers identified was **Billbergia** (<https://www.abc.net.au/news/2022-04-26/mayor-of-canada-bay-accused-of-taking-bribes-from-developers/101016324>) - the proponent of the current Leeds Street project and VPA. While we make no allegations against current Council staff or officials, this history cannot be ignored. The **pattern is striking**: a decade of planning proposals, rezoning gains, and deals (including an earlier VPA offer in 2018 for community facilities) have heavily favored this same company. Now, even after the former

Mayor's dismissal and ICAC's exposure of past deals, Billbergia stands to benefit yet again - effectively receiving planning rewards (extra units and waived fees) for a bridge that it was already obliged to deliver. This raises an appearance, at the very least, of a **"reward for past behavior"** or an inside track continuing post-ICAC.

Need for an independent review: Given this context, we believe it is essential that any planning agreement with this developer be vetted with the utmost independence. We note that Council's Planning Agreements Policy includes objectives to **"maintain the highest standards of probity"** in negotiation.

https://www.canadabay.nsw.gov.au/sites/default/files/2020-12/CanadaBay_PlanningAgreementPolicy_ProceduresManual_20200929_V4d%28pages%29.pdf#:~:text=d.and%20seeking%20submissions%20on%20draft

To honor this, Council should enlist an **independent auditor or probity advisor** to review the VPA's terms. The review should confirm that the public benefit is commensurate with the developer benefit and that no improper influence or assumptions have crept in from prior dealings. It would also be prudent to publicly disclose all correspondence and feasibility assessments related to the VPA to allay any community suspicion. Only through rigorous transparency can the community trust that this deal is free from any lingering shadows of corruption.

Astroturfing and false public support: We also wish to alert Council to evidence that the apparent community support for the Rhodes footbridge has been **manufactured by parties with a vested interest**. A petition on Change.org titled "Foot Bridge from Rhodes Centre to Station" has been cited as indicating resident support. However, investigations have revealed that the campaign was orchestrated by the "Rhodes Action Group," which is not an independent resident body but rather a construct linked to the proponent's contractor. The domain *rhodesactiongroup.com* was registered by Mr. Grant Rogers of Helm Group, a facilities management contractor for Billbergia. The petition organiser, while ostensibly a local resident, coordinated closely with this group. Such astroturfing tactics are highly concerning - they mislead both the public and decision-makers by simulating grassroots advocacy where there is none. We urge Council to **discount any submissions or petitions that are not genuinely community-driven** when weighing the public benefit of the bridge. A project's merit should stand on factual need and planning grounds, not on manufactured popularity.

5. Breach of Council's 50% Value Capture Policy and EP&A Act Principles

Council's **Planning Agreement Policy (adopted 17 Nov 2020)** sets clear guidelines for VPAs involving uplift. Clause 4.4.5 of the Policy states that for rezonings or proposals that create land value uplift, Council considers it appropriate that **"development contributions to the extent of 50% of the value uplift will generally be appropriate"**. The Policy even provides a formula (Residual Land Value minus Existing Value, times 50%) to calculate the developer's contribution. The only time a lesser percentage might be accepted is if the developer provides robust justification and Council agrees it's in the public interest.

In the case of this VPA, the **value uplift is not being shared anywhere close to 50/50** - the public share is far lower. To illustrate: if 6,525m² of extra GFA is worth (conservatively) \$75 million in sales revenue, the uplift in land value could be on the order of \$20-30 million. A 50% value capture would require about \$10-15 million in public benefit from the developer. What is being offered? A bridge

valued (generously) at \$7.54 m and a \$0.26 m “breakthrough” fee to RailCorp, totaling roughly \$7.8 m. On paper this seems close to \$7.5 m, but **critically**: the bridge was a **pre-existing obligation**, and the \$7.54 m valuation is suspect. If the true cost of the bridge is closer to \$0.8 m, the real new benefit is under \$1.1m, less than 5% of the likely value uplift. Even if one accepts the \$7.5 m valuation, that is about 50% of *our estimated uplift profit* - **only if one ignores the \$7.6 m in waived fees**. Once you factor that in, the net public benefit is effectively **zero** (the developer’s bridge expenditure is offset by not paying the same amount in contributions).

This outcome **flagrantly violates the intent of the 50% value capture policy**. It means the community would get substantially less than its fair share of the land value increase. From a legal standpoint, it also raises questions under the *Environmental Planning & Assessment Act*. Section 7.4 of the EP&A Act requires that planning agreements be directed towards proper planning purposes and that they “**provide for a reasonable means of achieving the relevant purposes and outcomes**” (paraphrasing). A VPA that hands almost all the benefit to a developer, for an infrastructure item only tangentially related to the development’s impacts, could be seen as failing the test of “**reasonable public interest outcome**.” In extremis, such an agreement could even invite challenge for being an “unreasonable” use of the planning agreement mechanism (for example, if it’s viewed as a de facto sale of planning rights, which the Courts have frowned upon in past cases).

We respectfully caution Council that proceeding with this VPA as-is could expose the decision to administrative or legal challenge, and certainly to community criticism. At a minimum, Council should **document why it believes less than 50% value capture is acceptable here**, contrary to its own policy, and how the public benefit has been rigorously quantified to justify that deviation. So far, no such justification has been provided to the public.

Conclusion and Recommendations

For the foregoing reasons, Marobar Holdings and Schibello Properties submit that the draft VPA for 25-27 Leeds Street is **not in the public interest and should not be approved in its current form**. We urge Canada Bay Council to put the community’s interest first and ensure transparency and due diligence are applied. Specifically, we recommend:

1. **Deferral of Approval:** Do not finalise or endorse the VPA until all concerns are fully investigated. The VPA should be removed from the immediate Council agenda and deferred to allow further review. Rushing this through before the exhibition feedback is properly analysed (and before the ICAC context is digested) would be a disservice to good governance.
2. **Independent Valuation and Audit:** Engage an **independent qualified valuer** and/or public finance auditor to:
 - Assess the true cost of the proposed footbridge (design, construction, maintenance).
 - Calculate the land value uplift resulting from the proposed additional 6,525m² GFA and waived contributions.
 - Evaluate whether the developer’s offered benefits in the VPA equal at least 50% of that uplift. The results of this independent assessment should be made public and reported to Councillors **before** any decision on the VPA. If the assessment finds the

public is getting less than 50% of the uplift value (as we believe it will), the VPA must be renegotiated or refused.

3. **Cost-Benefit Analysis (CBA):** Conduct a formal CBA of the bridge deal in the context of Rhodes precinct needs. This analysis should weigh the *tangible* community benefits of the bridge (e.g. travel time saved for pedestrians, alleviation of street congestion - if any) against the *opportunity costs* (e.g. loss of \$7.6 m in local infrastructure funding, added strain of 342 more units). The CBA should also consider alternatives - for instance, could \$7.8m be better spent on other Rhodes East infrastructure that yields greater public benefit? If the bridge's net benefit is marginal or negative compared to alternatives, that is a strong argument to rethink the arrangement.
4. **Transparency Measures:** Publish all key documents and communications regarding this VPA: the negotiations chronology, any feasibility studies the developer provided, and internal reports that led to the \$7.54m valuation. The community has a right to scrutinise how this deal was shaped. We also ask that Council make a clear public statement addressing the astroturfing issue - to reassure residents that decisions are based on merit, not manufactured opinion.
5. **Adherence to Planning Principles:** Any revised VPA must strictly comply with Council's Planning Agreement Policy and the EP&A Act. This means:
 - Capturing **at least 50% of value uplift** for public benefits (or providing a written, evidence-based justification why a lesser share still serves the public interest, in line with Policy cl.4.4.8).
 - Ensuring the public benefit has a **direct nexus** to the development's impacts (in legal terms, this guards against the VPA being seen as unrelated or a mere "planning gain" transaction).
 - Not undermining the integrity of the s7.11 development contributions system. If essential community infrastructure is needed due to this development, the developer must contribute to it either via normal contributions or additional VPA items - not evade it entirely through an offset.

In conclusion, we assert that the current VPA proposal **does not pass the public interest test**. The bridge - already approved and serving mainly the proponent's own development - is being used as a bargaining chip to obtain a very large development concession with minimal true public gain. Approving this would perpetuate a narrative of developer-driven planning at the expense of the community, something this Council can ill afford given recent history. We implore the Councillors and staff to take a step back, re-evaluate the fundamentals, and negotiate a far fairer outcome. If the developer is truly committed to Rhodes and its community, they should be willing to deliver the bridge (which they promised years ago) **with a reasonable uplift, not an exorbitant one**. The Council, for its part, must be prepared to say **"no deal"** if a deal cannot be justified on planning merits.

Thank you for considering this submission. We would welcome the opportunity to speak further or provide additional evidence on any of the points raised. We trust that Canada Bay Council will give

this objection due weight in its deliberations, in line with the principles of accountability and good planning.

Signed,

Marobar Holdings Pty Ltd - (Director)

Schibello Properties Pty Ltd - (Director)

Attachments:

- (1) Copy of Mayoral Minute 18/06/2024 (Rhodes Bridge);
- (2) Excerpt of Draft VPA Schedule (showing bridge value and contributions offset);
- (3) ICAC Operation Tolosa report (relevant findings on developers);
- (4) Change.org Petition snippet (highlighting proponent's towers benefit);
- (5) rhodesactiongroup.com webpage;
- (6) rhodesactiongroup.com WHOIS record;
- (7) Council Planning Agreement Policy excerpt (50% uplift requirement);
- (8) DA 2018/0376 approval webpage;
- (9) ASIC extract of Walker Street Developments Pty Ltd

City of Canada Bay Council

ANNUAL FINANCIAL STATEMENTS
for the year ended 30 June 2025



City of Canada Bay Council

GENERAL PURPOSE FINANCIAL STATEMENTS
for the year ended 30 June 2025



City of Canada Bay Council

General Purpose Financial Statements for the year ended 30 June 2025

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Overview

City of Canada Bay is constituted under the Local Government Act 1993 (NSW) and has its principal place of business at:

1A Marlborough Street
Drummoyne NSW 2047

Council's guiding principles are detailed in Chapter 3 of the LGA and includes:

- principles applying to the exercise of functions generally by council,
- principles to be applied when making decisions,
- principles of community participation,
- principles of sound financial management, and
- principles for strategic planning relating to the development of an integrated planning and reporting framework.

A description of the nature of Council's operations and its principal activities are provided in Note B1-2.

Through the use of the internet, we have ensured that our reporting is timely, complete and available at minimum cost. All press releases, financial statements and other information are publicly available on our website: www.canadabay.nsw.gov.au

City of Canada Bay Council

General Purpose Financial Statements

for the year ended 30 June 2025

Understanding Council's Financial Statements

Introduction

Each year NSW local governments are required to present audited financial statements to their council and community.

What you will find in the Statements

The financial statements set out the financial performance, financial position and cash flows of Council for the financial year ended 30 June 2025.

The format of the financial statements is standard across all NSW Councils and complies with both the accounting and reporting requirements of Australian Accounting Standards and requirements as set down by the Office of Local Government.

About the Councillor/Management Statement

The financial statements must be certified by senior staff as 'presenting fairly' the Council's financial results for the year and are required to be adopted by Council – ensuring both responsibility for and ownership of the financial statements.

About the Primary Financial Statements

The financial statements incorporate five "primary" financial statements:

1. The Income Statement

Summarises Council's financial performance for the year, listing all income and expenses. This statement also displays Council's original adopted budget to provide a comparison between what was projected and what actually occurred.

2. The Statement of Comprehensive Income

Primarily records changes in the fair value of Council's Infrastructure, property, plant and equipment.

3. The Statement of Financial Position

A 30 June snapshot of Council's financial position indicating its assets, liabilities and "net wealth".

4. The Statement of Changes in Equity

The overall change for the year (in dollars) of Council's "net wealth".

5. The Statement of Cash Flows

Indicates where Council's cash came from and where it was spent. This statement also displays Council's original adopted budget to provide a comparison between what was projected and what actually occurred.

About the Notes to the Financial Statements

The Notes to the Financial Statements provide greater detail and additional information on the five primary financial statements.

About the Auditor's Reports

Council's financial statements are required to be audited by the NSW Audit Office.

In NSW the auditor provides 2 audit reports:

1. an opinion on whether the financial statements present fairly the Council's financial performance and position, and
2. their observations on the conduct of the audit, including commentary on the Council's financial performance and financial position.

Who uses the Financial Statements?

The financial statements are publicly available documents and must be presented at a Council meeting between seven days and five weeks after the date of the audit report.

The public can make submissions to Council up to seven days subsequent to the public presentation of the financial statements.

Council is required to forward an audited set of financial statements to the Office of Local Government.

City of Canada Bay Council

General Purpose Financial Statements

for the year ended 30 June 2025

Statement by Councillors and Management

Statement by Councillors and Management made pursuant to Section 413 (2c) of the *Local Government Act 1993*

The attached general purpose financial statements have been prepared in accordance with:

- the *Local Government Act 1993* and the regulations made thereunder,
- the Australian Accounting Standards issued by the Australian Accounting Standards Board
- the Local Government Code of Accounting Practice and Financial Reporting.

To the best of our knowledge and belief, these statements:

- present fairly the Council's operating result and financial position for the year
- accord with Council's accounting and other records.

We are not aware of any matter that would render these statements false or misleading in any way.

Signed in accordance with a resolution of Council made on 16 September 2025.


Michael Megna
Mayor
16 September 2025
Anthony Bazouni
Deputy Mayor
16 September 2025
John Clark
General Manager
16 September 2025
Evan Hutchings
Responsible Accounting Officer
16 September 2025

City of Canada Bay Council | Income Statement | for the year ended 30 June 2025

City of Canada Bay Council

Income Statement

for the year ended 30 June 2025

Original unaudited budget 2025	\$ '000	Notes	Actual 2025	Actual 2024
Income from continuing operations				
71,109	Rates and annual charges	B2-1	71,585	67,310
21,590	User charges and fees	B2-2	28,590	21,446
6,748	Other revenues	B2-3	7,744	7,175
6,506	Grants and contributions provided for operating purposes	B2-4	6,520	8,288
12,875	Grants and contributions provided for capital purposes	B2-4	66,670	60,681
7,058	Interest and investment income	B2-5	9,385	7,413
4,446	Other income	B2-6	10,585	7,591
130,332	Total income from continuing operations		201,079	179,904
Expenses from continuing operations				
50,555	Employee benefits and on-costs	B3-1	51,227	45,409
41,407	Materials and services	B3-2	44,170	42,229
587	Borrowing costs	B3-3	588	633
7,180	Other expenses	B3-5	12,379	7,126
—	Net loss from the disposal of assets	B4-1	3,684	3,881
99,729	Total expenses from continuing operations excluding depreciation, amortisation and impairment of non-financial assets		112,048	99,278
30,603	Operating result from continuing operations excluding depreciation, amortisation and impairment of non-financial assets		89,031	80,626
17,528	Depreciation, amortisation and impairment of non-financial assets	B3-4	18,953	17,763
13,075	Operating result from continuing operations		70,078	62,863
13,075	Net operating result for the year attributable to Council		70,078	62,863
200	Net operating result for the year before grants and contributions provided for capital purposes		3,408	2,182

The above Income Statement should be read in conjunction with the accompanying notes.

City of Canada Bay Council | Statement of Comprehensive Income | for the year ended 30 June 2025

City of Canada Bay Council

Statement of Comprehensive Income

for the year ended 30 June 2025

\$ '000	Notes	2025	2024
Net operating result for the year – from Income Statement		70,078	62,863
Other comprehensive income:			
Amounts which will not be reclassified subsequent to operating result			
Gain (loss) on revaluation of infrastructure, property, plant and equipment	C1-8	85,385	(79,456)
Total items which will not be reclassified subsequent to operating result		85,385	(79,456)
Total other comprehensive income for the year		85,385	(79,456)
Total comprehensive income for the year attributable to Council		155,463	(16,593)

The above Statement of Comprehensive Income should be read in conjunction with the accompanying notes.

City of Canada Bay Council | Statement of Financial Position | as at 30 June 2025

City of Canada Bay Council

Statement of Financial Position as at 30 June 2025

\$ '000	Notes	2025	2024
ASSETS			
Current assets			
Cash and cash equivalents	C1-1	26,602	37,393
Investments	C1-2	114,150	106,000
Receivables	C1-4	11,013	9,731
Inventories	C1-5	198	300
Contract assets and contract cost assets	C1-6	1,850	939
Non Current assets classified as 'held for sale'	C1-7	34,750	–
Other	C1-11	439	1,250
Total current assets		189,002	155,613
Non-current assets			
Investments	C1-2	68,150	35,150
Receivables	C1-4	–	1
Infrastructure, property, plant and equipment (IPPE)	C1-8	2,767,354	2,638,284
Investment property	C1-9	16,793	45,376
Intangible assets	C1-10	2,478	1,574
Right of use assets	C2-1	35	21
Total non-current assets		2,854,810	2,720,406
Total assets		3,043,812	2,876,019
LIABILITIES			
Current liabilities			
Payables	C3-1	31,571	23,288
Contract liabilities	C3-2	11,168	10,316
Lease liabilities	C2-1	14	1
Borrowings	C3-3	826	792
Employee benefit provisions	C3-4	10,054	9,004
Provisions	C3-5	201	188
Total current liabilities		53,834	43,589
Non-current liabilities			
Contract liabilities	C3-2	6,070	3,234
Lease liabilities	C2-1	21	20
Borrowings	C3-3	11,898	12,724
Employee benefit provisions	C3-4	786	713
Provisions	C3-5	16	15
Total non-current liabilities		18,791	16,706
Total liabilities		72,625	60,295
Net assets		2,971,187	2,815,724
EQUITY			
Accumulated surplus		1,475,572	1,405,494
IPPE revaluation surplus		1,495,615	1,410,230
Council equity interest		2,971,187	2,815,724
Total equity		2,971,187	2,815,724

The above Statement of Financial Position should be read in conjunction with the accompanying notes.

City of Canada Bay Council | Statement of Changes in Equity | for the year ended 30 June 2025

City of Canada Bay Council

Statement of Changes in Equity for the year ended 30 June 2025

\$ '000	Notes	2025			2024		
		Accumulated surplus	IPPE revaluation surplus	Total equity	Accumulated surplus	IPPE revaluation surplus	Total equity
Opening balance at 1 July		1,405,494	1,410,230	2,815,724	1,342,631	1,489,686	2,832,317
Net operating result for the year		70,078	–	70,078	62,863	–	62,863
Net operating result for the period		70,078	–	70,078	62,863	–	62,863
Other comprehensive income							
Gain (loss) on revaluation of infrastructure, property, plant and equipment	C1-8	–	85,385	85,385	–	(79,456)	(79,456)
Other comprehensive income		–	85,385	85,385	–	(79,456)	(79,456)
Total comprehensive income		70,078	85,385	155,463	62,863	(79,456)	(16,593)
Closing balance at 30 June		1,475,572	1,495,615	2,971,187	1,405,494	1,410,230	2,815,724

The above Statement of Changes in Equity should be read in conjunction with the accompanying notes.

City of Canada Bay Council | Statement of Cash Flows | for the year ended 30 June 2025

City of Canada Bay Council

Statement of Cash Flows

for the year ended 30 June 2025

Original unaudited budget 2025	\$ '000	Notes	Actual 2025	Actual 2024
Cash flows from operating activities				
Receipts:				
71,109	Rates and annual charges		71,821	67,110
21,590	User charges and fees		24,878	21,734
7,058	Interest received		8,188	6,362
19,381	Grants and contributions		73,293	59,908
13,000	Bonds, deposits and retentions received		15,907	12,922
6,092	Other revenue		6,687	7,532
5,101	Fines		5,706	5,215
Payments:				
(50,555)	Payments to employees		(49,518)	(44,451)
(41,407)	Payments for materials and services		(31,373)	(34,775)
(587)	Borrowing costs		(588)	(633)
(12,600)	Bonds, deposits and retentions refunded		(14,357)	(12,584)
(7,180)	Other expenditure		(15,591)	(14,618)
31,002	Net cash provided from operating activities	F1-1	95,053	73,722
Cash flows from investing activities				
Receipts:				
–	Sale of investments		9,500	5,000
100,000	Redemption of term deposits		215,018	191,912
501	Proceeds from sale of IPPE		1,910	841
Payments:				
–	Purchase of investments		(12,150)	(4,650)
(54,110)	Acquisition of term deposits		(253,518)	(224,912)
–	Purchase of investment property		–	(2)
(76,159)	Payments for IPPE		(64,534)	(43,344)
(442)	Purchase of intangible assets		(1,259)	(824)
(30,210)	Net cash used in investing activities		(105,033)	(75,979)
Cash flows from financing activities				
Receipts:				
–	Proceeds from borrowings		–	–
Payments:				
(792)	Repayment of borrowings		(792)	(1,174)
–	Principal component of lease payments		(19)	(32)
(792)	Net cash provided from financing activities		(811)	(1,206)
–	Net change in cash and cash equivalents		(10,791)	(3,463)
25,000	Cash and cash equivalents at beginning of year		37,393	40,856
25,000	Cash and cash equivalents at end of year	C1-1	26,602	37,393
100,534	plus: Investments on hand at end of year	C1-2	182,300	141,150
125,534	Total cash, cash equivalents and investments		208,902	178,543

The above Statement of Cash Flows should be read in conjunction with the accompanying notes.

City of Canada Bay Council

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City of Canada Bay Council

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A About Council and these financial statements

A1-1 Basis of preparation

These financial statements were authorised for issue by Council on 16 October 2025. Council has the power to amend and reissue these financial statements in cases where critical information is received from public submissions or where the OLG directs Council to amend the financial statements.

The material accounting policy information related to these financial statements are set out below. Accounting policies have been consistently applied to all the years presented, unless otherwise stated.

These general purpose financial statements have been prepared in accordance with Australian Accounting Standards and Australian Accounting Interpretations, the *Local Government Act 1993* (NSW) and *Local Government (General) Regulation 2021* (Regulation), and the Local Government Code of Accounting Practice and Financial Reporting. Council is a not for-profit entity. The financial statements are presented in Australian dollars and are rounded to the nearest thousand dollars.

Starting from here, unless otherwise indicated, all amounts disclosed in the financial statements are actual amounts. Specific budgetary amounts have been included for comparative analysis (to actuals) in the following reports and notes and are clearly marked.:

- Income statement
- Statement of cash flows
- B5-1 Material budget variations

Historical cost convention

These financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain infrastructure, property, plant and equipment and investment property.

Significant accounting estimates and judgements

The preparation of financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Council's accounting policies. Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that may have a financial impact on the Council and that are believed to be reasonable under the circumstances.

Critical accounting estimates and assumptions

Council makes estimates and assumptions concerning the future.

The resulting accounting estimates will, by definition, seldom equal the related actual results.

The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year include:

- estimated fair values of investment properties – refer Note C1-9
- estimated fair values of infrastructure, property, plant and equipment – refer Note C1-8
- employee benefit provisions – refer Note C3-4.

Significant judgements in applying the Council's accounting policies

- Impairment of receivables – refer Note C1-4.
- Determination of whether performance obligations are sufficiently specific and whether the contract is within the scope of AASB 15 *Revenue from Contracts with Customers* and / or AASB 1058 *Income of Not-for-Profit Entities* – refer to Notes B2-2 – B2-4.
- Determination of the lease term, discount rate (when not implicit in the lease) and whether an arrangement contains a lease – refer to Note C2-1.

Monies and other assets received by Council

The Consolidated Fund

In accordance with the provisions of Section 409(1) of the *Local Government Act 1993*, all money and property received by Council is held in the Council's Consolidated Fund unless it is required to be held in the Council's Trust Fund.

continued on next page ...

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A1-1 Basis of preparation (continued)

The Consolidated Fund has been included in the financial statements of the Council.

Cash and other assets of the following activities have been included as part of the Consolidated Fund:

- general purpose operations

The Trust Fund

In accordance with the provisions of Section 411 of the *Local Government Act 1993(NSW)*, a separate and distinct Trust Fund is maintained to account for all money and property received by Council in trust which must be applied only for the purposes of, or in accordance with, the trusts relating to those monies. Trust monies and property subject to Council's control have been included in these reports.

A separate statement of monies held in the Trust Fund is available for inspection at the council office by any person free of charge.

Volunteer services

Council does not have material dependence on volunteer services. Volunteers are utilised in Library Services, Community Services, Cultural Events & Sustainability. These services are not recognised due to their nature and are of a non-material value.

New accounting standards and interpretations issued but not yet effective

New accounting standards and interpretations issued but not yet effective

Certain new accounting standards and interpretations (ie. pronouncements) have been published by the Australian Accounting Standards Board that are not mandatory for the 30 June 2025 reporting period.

Council has not applied any pronouncements before its operative date in the annual reporting period beginning 1 July 2024.

As at the date of authorisation of these financial statements Council does not consider that any of these new (and still to be applied) standards and interpretations are likely to have a material impact on the Council's future financial statements, financial position, financial performance or cash flows.

New accounting standards adopted during the year

During the year Council adopted all accounting standards and interpretations (as issued by the Australian Accounting Standards Board) which were mandatorily effective from the first time at 30 June 2025.

Those newly adopted standards did not have a material impact on Council's reported financial position, financial performance and/or associated financial statement disclosures.

B Financial Performance

B1 Functions or activities

B1-1 Functions or activities – income, expenses and assets

Income, expenses and assets have been directly attributed to the following functions or activities. Details of those functions or activities are provided in Note B1-2.

\$ '000	Income		Expenses		Operating result		Grants and contributions		Carrying amount of assets	
	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024
Functions or activities										
Connected community	25,875	19,146	44,782	36,898	(18,907)	(17,752)	639	856	703,528	644,084
Sustainable and thriving environment	23,586	23,772	31,011	27,441	(7,425)	(3,669)	4,196	5,514	153,897	121,629
Vibrant urban living	2,609	2,677	7,977	7,603	(5,368)	(4,926)	789	275	1,976	2,533
Infrastructure and transport	9,836	11,877	30,387	29,848	(20,551)	(17,971)	4,223	7,468	1,835,369	1,803,517
Civic leadership	139,173	122,432	16,844	15,251	122,329	107,181	63,343	54,856	349,042	304,256
Total functions and activities	201,079	179,904	131,001	117,041	70,078	62,863	73,190	68,969	3,043,812	2,876,019

B2 Sources of income

B2-1 Rates and annual charges

\$ '000	2025	2024
Ordinary rates		
Residential	45,976	43,010
Business	6,970	6,784
Less: pensioner rebates	(626)	(629)
Rates levied to ratepayers	52,320	49,165
Pensioner rate subsidies received	339	348
Total ordinary rates	52,659	49,513
Annual charges (pursuant to s496, 496A, 496B, 501 & 611)		
Domestic waste management services	18,282	17,161
Stormwater management services	749	740
Less: pensioner rebates	(230)	(232)
Annual charges levied	18,801	17,669
Pensioner annual charges subsidies received:		
– Other	125	128
Total annual charges	18,926	17,797
Total rates and annual charges	71,585	67,310

Council has used 01/07/2022 year valuations provided by the NSW Valuer General in calculating its rates.

Material accounting policy information

Rates and annual charges are recognised as revenue at the beginning of the rating period to which they relate. Prepaid rates are recognised as a financial liability until the beginning of the rating period.

Pensioner rebates relate to reductions in rates and certain annual charges for eligible pensioners' place of residence in the local government council area.

Pensioner rate subsidies are received from the NSW Government to provide a contribution towards the pensioner rebates and are recognised within the underlying revenue item based on their substance.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B2-2 User charges and fees

\$ '000	Timing	2025	2024
Specific user charges (per s502 - specific 'actual use' charges)			
Waste management services (non-domestic)	2	1,122	989
Total specific user charges		1,122	989
Other user charges and fees			
(i) Fees and charges – statutory and regulatory functions (per s608)			
Building regulation	2	296	315
Planning and building regulation	2	1,228	1,849
Private works – section 67	2	249	60
Registration fees	2	40	47
Section 10.7 certificates (EP&A Act)	2	339	326
Section 603 certificates	2	211	181
Section 611 charges	2	60	60
Occupancy of public land	2	3,507	432
Hoardings	2	2,654	535
Shop inspections	2	271	269
Total fees and charges – statutory/regulatory		8,855	4,074
(ii) Fees and charges – other (incl. general user charges (per s608))			
Aged care	2	24	23
Child care	2	4,033	3,715
Leaseback fees – Council vehicles	2	428	444
Leisure centre	2	4,153	3,666
Park rents	2	541	527
Parking fees	2	782	960
Restoration charges	2	2,606	1,621
Admission and service fees	2	2,308	1,915
Golf course fees	2	2,234	2,208
Halls and meeting rooms	2	1,467	1,270
Library	2	37	32
Other	2	–	2
Total fees and charges – other		18,613	16,383
Total other user charges and fees		27,468	20,457
Total user charges and fees		28,590	21,446
Timing of revenue recognition for user charges and fees			
User charges and fees recognised over time (1)		–	–
User charges and fees recognised at a point in time (2)		28,590	21,446
Total user charges and fees		28,590	21,446

continued on next page ...

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B2-2 User charges and fees (continued)

Material accounting policy information

Revenue arising from user charges and fees is recognised when or as the performance obligation is completed and the customer receives the benefit of the goods / services being provided.

The performance obligation relates to the specific services which are provided to the customers and generally the payment terms are within 30 days of the provision of the service or in some cases such as Five Dock Leisure Centre and Council Golf Courses, the customer is required to pay on arrival. There is no material obligation for Council in relation to refunds or returns.

Where an upfront fee is charged such as membership fees for the leisure centre the fee is recognised on a straight-line basis over the expected life of the membership.

Licences granted by Council are all either short-term or low value and all revenue from licences is recognised at the time that the licence is granted rather than the term of the licence.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B2-3 Other revenues

\$ '000	Timing	2025	2024
Fines – parking	2	5,487	5,068
Fines – other	2	20	74
Legal fees recovery – rates and charges (extra charges)	2	62	47
Legal fees recovery – other	2	20	53
Commissions and agency fees	2	75	52
Diesel rebate	2	38	38
Insurance claims recoveries	2	64	28
Recycling income	2	5	137
Sale of abandoned vehicles	2	25	3
Sales – general	2	8	4
Fines – building compliance	2	198	73
Bus shelter advertising	2	1,006	978
Energy certificates	2	9	139
Other	2	504	414
Sponsorships	2	133	67
Fire and emergency services levy (FESL) implementation	2	90	–
Total other revenue		7,744	7,175

Timing of revenue recognition for other revenue

Other revenue recognised over time (1)	–	–
Other revenue recognised at a point in time (2)	7,744	7,175
Total other revenue	7,744	7,175

Material accounting policy information for other revenue

Where the revenue is earned for the provision of specified goods / services under an enforceable contract, revenue is recognised when or as the obligations are satisfied.

Statutory fees and fines are recognised as revenue when the service has been provided, the payment is received or when the penalty has been applied, whichever occurs first.

Other revenue is recorded when the payment is due, the value of the payment is notified, or the payment is received, whichever occurs first.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B2-4 Grants and contributions

\$ '000	Timing	Operating 2025	Operating 2024	Capital 2025	Capital 2024
General purpose grants and non-developer contributions (untied)					
General purpose (untied)					
Current year allocation					
Financial assistance – general component	2	365	23	–	–
Financial assistance – local roads component	2	123	4	–	–
Payment in advance - future year allocation					
Financial assistance – general component	2	1,226	1,980	–	–
Financial assistance – local roads component	2	419	675	–	–
Other					
Other grants	2	114	–	–	75
Amount recognised as income during current year		2,247	2,682	–	75
Special purpose grants and non-developer contributions (tied)					
Cash contributions					
Previously specific grants:					
Child care	2	277	343	–	–
Community care	2	27	127	–	–
Environmental programs	2	2	–	–	–
Floodplain management	2	180	–	–	–
Heritage and cultural	2	113	108	–	–
Library	2	320	312	–	–
Library – special projects	2	–	–	11	73
LIRS subsidy	1	–	469	–	–
Recreation and culture	1	32	228	3,293	7,344
Environmental projects	2	466	1,017	–	–
Planning	1	331	–	–	–
Sport and recreation	2	183	38	295	3
Street lighting	2	181	178	–	–
Transport (road safety funding)	2	–	53	–	–
Traffic route subsidy	2	34	33	–	–
Transport (roads to recovery)	2	279	223	–	–
Transport (other roads and bridges funding)	2	37	3	–	1,115
Previously contributions:					
Drainage	2	45	87	–	–
Heritage/cultural	2	–	3	–	–
Other councils – joint works/services	2	–	359	–	–
Recreation and culture	2	46	345	–	2
Roads and bridges	2	192	201	807	404
Transport for NSW contributions (regional roads, block grant)	2	397	389	136	691
Other contributions	2	137	130	–	–
Environmental contributions	2	131	215	1,316	–
Insurance incentive scheme contribution	2	130	120	–	–
Total special purpose grants and non-developer contributions – cash		3,540	4,981	5,858	9,632
Non-cash contributions					
Recreation and culture		–	–	311	–
Roads and bridges	2	–	–	35	109
Other	2	–	–	533	11
Total other contributions – non-cash		–	–	879	120
Total special purpose grants and non-developer contributions (tied)		3,540	4,981	6,737	9,752

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B2-4 Grants and contributions (continued)

\$ '000	Timing	Operating 2025	Operating 2024	Capital 2025	Capital 2024
Total grants and non-developer contributions		5,787	7,663	6,737	9,827
Comprising:					
– Commonwealth funding		2,413	2,920	1,225	479
– State funding		2,896	3,225	4,595	9,086
– Other funding		478	1,518	917	262
		5,787	7,663	6,737	9,827

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B2-4 Grants and contributions (continued)

Developer contributions

\$ '000	Notes	Timing	Operating 2025	Operating 2024	Capital 2025	Capital 2024
Developer contributions: (s7.4 & s7.11 - EP&A Act, s64 of the LGA):						
	F4					
Cash contributions						
S 7.4 – contributions using planning agreements		2	–	–	574	42,575
S 7.11 – contributions towards amenities/services		2	733	625	17,461	6,026
S 7.12 – fixed development consent levies		2	–	–	1,873	2,253
Affordable housing contributions		2	–	–	37,580	–
Total developer contributions – cash			733	625	57,488	50,854
Non-cash contributions						
S 7.4 – contributions using planning agreements		2	–	–	2,445	–
Total developer contributions non-cash			–	–	2,445	–
Total developer contributions			733	625	59,933	50,854
Total contributions			733	625	59,933	50,854
Total grants and contributions			6,520	8,288	66,670	60,681
Timing of revenue recognition						
Grants and contributions recognised over time (1)			363	697	3,293	7,344
Grants and contributions recognised at a point in time (2)			6,157	7,591	63,377	53,337
Total grants and contributions			6,520	8,288	66,670	60,681

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B2-4 Grants and contributions (continued)

Unspent grants and contributions

Certain grants and contributions are obtained by Council on the condition they be spent in a specified manner or in a future period but which are not yet spent in accordance with those conditions are as follows:

\$ '000	Operating 2025	Operating 2024	Capital 2025	Capital 2024
Unspent grants and contributions				
Unspent funds at 1 July	36	105	–	–
Add: Funds recognised as revenue in the reporting year but not yet spent in accordance with the conditions	73	39	–	–
Add: Funds received and not recognised as revenue in the current year	–	–	–	–
Less: Funds recognised as revenue in previous years that have been spent during the reporting year	(49)	(108)	–	–
Less: Funds received in prior year but revenue recognised and funds spent in current year	–	–	–	–
Unspent funds at 30 June	60	36	–	–
Developer Contributions				
Unspent funds at 1 July	–	–	84,808	50,073
Add: contributions recognised as revenue in the reporting year but not yet spent in accordance with the conditions	–	–	62,384	53,498
Add: contributions received and not recognised as revenue in the current year	–	–	–	–
Add: contributions recognised as income in the current period obtained in respect of a future rating identified by Council for the purpose of establishing a rate	–	–	–	–
Less: contributions recognised as revenue in previous years that have been spent during the reporting year	–	–	(42,837)	(18,763)
Unspent contributions at 30 June	–	–	104,355	84,808

Material accounting policy information

Grants and contributions under AASB 15 – enforceable agreement with sufficiently specific performance obligations

The performance obligations are varied based on the agreement, but include events, construction of Council owned assets and planning reviews.

Payment terms vary depending on the terms of the grant, cash is received upfront for some grants and on the achievement of certain payment milestones for others.

Each performance obligation is considered to ensure that the revenue recognition reflects the transfer of control and within grant agreements there may be some performance obligations where control transfers at a point in time and others which have continuous transfer of control over the life of the contract.

Where control is transferred over time, generally the input methods being either costs or time incurred are deemed to be the most appropriate methods to reflect the transfer of benefit.

Capital grants

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B2-4 Grants and contributions (continued)

Capital grants received by Council under an enforceable contract for the acquisition or construction of infrastructure, property, plant and equipment to identified specifications which will be under Council's control on completion are recognised as revenue as and when the obligation to construct or purchase is completed.

For construction projects, this is generally as the construction progresses in accordance with costs incurred since this is deemed to be the most appropriate measure of the completeness of the construction project.

For acquisitions of assets, the revenue is recognised when the asset is acquired and controlled by the Council.

Developer contributions

Council has obligations to provide facilities from contribution revenues levied on developers under the provisions of sections 7.4, 7.11 and 7.12 of the *Environmental Planning and Assessment Act 1979* (EP&A Act).

While Council generally incorporates these amounts as part of a Development Consents Order, such developer contributions are only recognised as income upon receipt by Council, due to the possibility that individual development consents may not be acted upon by the applicant and, accordingly, would not be payable to Council.

Developer contributions may only be expended for the purposes for which the contributions were required, but Council may apply contributions according to the priorities established in work schedules for the contribution plan.

Other grants and contributions

Assets, including cash, received from other grants and contributions are recognised at fair value when the asset is received. Council considers whether there are any related liability or equity items associated with the asset which are recognised in accordance with the relevant accounting standard.

Once the assets and liabilities have been recognised then income is recognised for any remaining asset value at the time that the asset is received.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B2-5 Interest and investment income

\$ '000	2025	2024
Interest on financial assets measured at amortised cost		
– Overdue rates and annual charges (incl. special purpose rates)	283	227
– Cash and investments	9,102	7,186
Total interest and investment income	9,385	7,413
Interest and investment income is attributable to:		
Unrestricted investments/financial assets:		
Overdue rates and annual charges (general fund)	283	227
General Council cash and investments	4,938	5,166
Restricted investments/funds – external:		
Developer contributions		
– Section 7.11 & 7.12	1,436	888
– Voluntary planning agreements	1,331	643
– SEPP Affordable housing agreements	1,397	489
Total interest and investment income	9,385	7,413

B2-6 Other income

\$ '000	Notes	2025	2024
Reversal of impairment losses on receivables			
User charges and fees		12	–
Other		1	179
Total reversal of impairment losses on receivables	C1-4	13	179
Fair value increment on investment properties			
Fair value increment on investment properties		6,167	3,254
Total fair value increment on investment properties	C1-9	6,167	3,254
Rental income			
Investment properties			
Lease income (excluding variable lease payments not dependent on an index or rate)		264	248
Total investment properties		264	248
Other lease income			
Affordable housing		624	591
Council properties		3,088	2,943
Footpath dining		429	376
Total other lease income		4,141	3,910
Total rental income	C2-2	4,405	4,158
Total other income		10,585	7,591

B3 Costs of providing services

B3-1 Employee benefits and on-costs

\$ '000	2025	2024
Salaries and wages	39,605	35,336
Travel expenses	13	10
Employee leave entitlements (ELE)	4,519	4,076
ELE on-costs	120	(117)
Superannuation – defined benefit plans	167	224
Superannuation – guarantee levy	4,669	3,968
Workers' compensation insurance	891	859
Fringe benefit tax (FBT)	388	299
Training costs (other than salaries and wages)	430	415
Protective clothing	82	75
Maternity leave	179	62
Other	164	202
Total employee costs	51,227	45,409
Total employee costs expended	51,227	45,409

Material accounting policy information

Superannuation plans

Contributions to defined contribution plans are recognised as an expense as they become payable. Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in the future payments is available.

Council participates in a defined benefit plan under the Local Government Superannuation Scheme, however, sufficient information to account for the plan as a defined benefit is not available and therefore Council accounts for its obligations to defined benefit plans on the same basis as its obligations to defined contribution plans, i.e. as an expense when it becomes payable – refer to Note D3-1 for more information.

B3-2 Materials and services

\$ '000	Notes	2025	2024
Raw materials and consumables		2,907	3,337
– Cleaning		1,310	1,317
– Golf course management		313	365
– Information systems		265	264
– Rate payment agencies		87	89
– Swimming pool management		407	395
– Waste management		11,029	10,220
– Contractor maintenance and repairs		7,324	6,400
– other contractor and consultancy costs		6,004	5,437
Audit Fees	E2-1	131	126
Infringement notice contract costs (SEINS)		775	694
Previously other expenses:			
Councillor and Mayoral fees and associated expenses	E1-2	299	272
Advertising		107	101
Bank charges		219	180
Information systems		2,242	2,059
Election expenses		688	–
Electricity and heating		1,213	1,114
Postage		193	179
Printing and stationery		371	340
Repairs and maintenance		350	–
Street lighting		714	1,728
Subscriptions and publications		561	502
Telephone and communications		242	346
Valuation fees		131	126

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B3-2 Materials and services (continued)

\$ '000	2025	2024
Travel expenses	15	11
Agency personnel	1,007	1,445
Training costs (other than salaries and wages)	29	21
Other expenses	531	553
Fuel and oil	450	482
Insurance – excess	172	192
Insurance – premiums	2,074	1,922
Motor vehicle registrations	150	132
Strata levies	68	87
Water	477	430
Legal expenses:		
– Legal expenses: planning and development	201	305
– Legal expenses: debt recovery	78	47
– Legal expenses: other	565	878
Other	324	9
Expenses from leases of low value assets and short term leases	147	124
Total materials and services	44,170	42,229
Total materials and services	44,170	42,229

B3-3 Borrowing costs

\$ '000	2025	2024
(i) Interest bearing liability costs		
Interest on leases	1	1
Interest on loans	587	632
Total interest bearing liability costs	588	633
Total interest bearing liability costs expensed	588	633
(ii) Other borrowing costs		
Fair value adjustments on recognition of advances and deferred debtors		
Total borrowing costs expensed	588	633

B3-4 Depreciation, amortisation and impairment of non-financial assets

\$ '000	Notes	2025	2024
Depreciation and amortisation			
Plant and equipment		793	688
Office equipment		90	62
Furniture and fittings		99	85
Land improvements (depreciable)		735	626
Infrastructure:	C1-8		
– Buildings – non-specialised		4,233	4,016
– Buildings – specialised		339	329
– Other structures		3,460	3,267
– Roads		5,043	4,733
– Bridges		165	147
– Footpaths		1,129	1,081
– Stormwater drainage		1,682	1,625
– Swimming pools		184	176
Right of use assets	C2-1	19	32
Other assets:			
– Heritage collections		16	16
– Library books		454	435
– Other		157	143
Intangible assets	C1-10	355	302
Total gross depreciation and amortisation costs		18,953	17,763
Total depreciation and amortisation costs		18,953	17,763
Total depreciation, amortisation and impairment for non-financial assets		18,953	17,763

Material accounting policy information

Depreciation and amortisation

Depreciation and amortisation are calculated using the straight line method to allocate their cost, net of their residual values, over their estimated useful lives. In calculating depreciation, a review of the assets useful life and pattern of consumption is undertaken at each reporting date.

Impairment of non-financial assets

Council assets held at fair value that are not held primarily for their ability to generate net cash flow, and that are deemed to be specialised, are not tested for impairment since these assets are assessed on an annual basis to ensure that the carrying amount is not materially different from fair value and therefore an impairment loss would be captured during this assessment.

Intangible assets not yet available for use, are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired.

Other non-financial assets that do not meet the criteria above are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by

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B3-4 Depreciation, amortisation and impairment of non-financial assets (continued)

which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use.

Impairment losses for revalued assets are firstly offset against the amount in the revaluation surplus for the class of asset, with only the excess to be recognised in the Income Statement.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B3-5 Other expenses

\$ '000	Notes	2025	2024
Impairment of receivables			
User charges and fees		5,050	–
Other		136	10
Total impairment of receivables	C1-4	5,186	10
Other			
Contributions/levies to other levels of government			
– Department of planning levy		197	191
– Emergency services levy		319	445
– NSW fire brigade levy		2,349	2,364
– Waste levy		3,695	3,420
– Donations, contributions and assistance		633	696
– Decrement of Operational Land Held for Sale		–	–
Total other		7,193	7,116
Total other expenses		12,379	7,126

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B4 Gains or losses

B4-1 Gain or loss from the disposal, replacement and de-recognition of assets

\$ '000	Notes	2025	2024
Gain (or loss) on disposal of property (excl. investment property)			
Proceeds from disposal – property		600	–
Less: carrying amount of property assets sold/written off		(600)	(333)
Gain (or loss) on disposal		–	(333)
Gain (or loss) on disposal of plant and equipment			
Proceeds from disposal – plant and equipment	C1-8	1,310	841
Less: carrying amount of plant and equipment assets sold/written off		(1,256)	(596)
Gain (or loss) on disposal		54	245
Gain (or loss) on disposal of infrastructure			
Less: carrying amount of infrastructure assets sold/written off	C1-8	(3,738)	(3,793)
Gain (or loss) on disposal		(3,738)	(3,793)
Gain (or loss) on disposal of term deposits			
Proceeds from disposal/redemptions/maturities – term deposits	C1-2	–	–
Less: carrying amount of term deposits sold/redeemed/matured		–	–
Gain (or loss) on disposal		–	–
Net gain (or loss) from disposal of assets		(3,684)	(3,881)

B5 Performance against budget

B5-1 Material budget variations

Council's original budget was adopted by the Council on 18 June 2024 and is not required to be audited. The original projections on which the budget was based have been affected by a number of factors. These include state and federal government decisions, including new grant programs, changing economic activity, environmental factors, and by decisions made by Council.

While these General Purpose Financial Statements include the original budget adopted by Council, the Act requires Council to review its financial budget on a quarterly basis, so it is able to manage the variation between actuals and budget that invariably occur during the year.

Material variations of more than 10% between original budget and actual results or where the variance is considered material by nature are explained below.

Variation Key: **F** = Favourable budget variation, **U** = Unfavourable budget variation.

\$ '000	2025 Budget	2025 Actual	2025 ----- Variance -----	
Revenues				
Rates and annual charges	71,109	71,585	476	1% F
User charges and fees	21,590	28,590	7,000	32% F
Additional income from Sydney Metro, relating to use of public space, occupation of public land and hoarding fees and restoration fees.				
Other revenues	6,748	7,744	996	15% F
Infringement income better than anticipated by \$605K, with the remaining \$390K, relating to reimbursement to Council not anticipated at the beginning of the financial year.				
Operating grants and contributions	6,506	6,520	14	0% F
Capital grants and contributions	12,875	66,670	53,795	418% F
Larger than anticipated developer contributions received, particularly Affordable Housing contributions, and contributions relating to Rhodes.				
Interest and investment revenue	7,058	9,385	2,327	33% F
Additional developer contributions to invest and interest rates yields higher than anticipated.				
Other income	4,446	10,585	6,139	138% F
Fair value of Investment properties higher than anticipated at \$1.7M				
Expenses				
Employee benefits and on-costs	50,555	51,227	(672)	(1)% U
Materials and services	41,407	44,170	(2,763)	(7)% U
Borrowing costs	587	588	(1)	0% U
Depreciation, amortisation and impairment of non-financial assets	17,528	18,953	(1,425)	(8)% U
Other expenses	7,180	12,379	(5,199)	(72)% U
Doubtful debt brought to account for unpaid accounts on leasing, and Sydney Metro occupation of public space and hoarding fees.				
Statement of cash flows				
Cash flows from operating activities	31,002	95,053	64,051	207% F
Cash flows from investing activities	(30,210)	(105,033)	(74,823)	248% U

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

B5-1 Material budget variations (continued)

\$ '000	2025	2025	2025	
	Budget	Actual	Variance	
Cash flows from financing activities	(792)	(811)	(19)	2% U

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C Financial position

C1 Assets we manage

C1-1 Cash and cash equivalents

\$ '000	2025	2024
Cash assets		
Cash on hand and at bank	3,627	5,314
Cash equivalent assets		
– Deposits at call	22,975	32,079
– Short-term deposits	–	–
Total cash and cash equivalents	26,602	37,393

Reconciliation of cash and cash equivalents

\$ '000	Notes	2025	2024
Total cash and cash equivalents per Statement of Financial Position		26,602	37,393
Less bank overdraft	C3-3	–	–
Balance as per the Statement of Cash Flows		26,602	37,393

C1-2 Financial investments

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Debt securities at amortised cost				
Long term deposits	104,000	41,000	96,500	10,000
Government and semi-government bonds	1,500	4,300	4,000	3,500
NCD's, FRN's (with maturities > 3 months)	8,650	22,850	5,500	21,650
Total	114,150	68,150	106,000	35,150
Total financial investments	114,150	68,150	106,000	35,150
Total cash assets, cash equivalents and investments	140,752	68,150	143,393	35,150

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C1-2 Financial investments (continued)

Material accounting policy information

Financial instruments are recognised initially on the date that the Council becomes party to the contractual provisions of the instrument.

On initial recognition, all financial instruments are measured at fair value plus transaction costs (except for instruments measured at fair value through profit or loss where transaction costs are expensed as incurred).

Financial assets

All recognised financial assets are subsequently measured in their entirety at either amortised cost or fair value, depending on the classification of the financial assets.

Classification

On initial recognition, Council classifies its financial assets into the following categories – those measured at:

- amortised cost
- fair value through profit and loss (FVTPL)
- fair value through other comprehensive income – equity instrument (FVOCI-equity)

Financial assets are not reclassified subsequent to their initial recognition.

Amortised cost

Council's financial assets measured at amortised cost comprise trade and other receivables, term deposits and cash and cash equivalents in the Statement of Financial Position. Term deposits with an initial term of more than 3 months are classified as investments rather than cash and cash equivalents.

Subsequent to initial recognition, these assets are carried at amortised cost using the effective interest rate method less provision for impairment.

Interest income, impairment and gains or loss on de-recognition are recognised in profit or loss.

Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss (FVTPL) are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short-term. Assets in this category are held at fair value with changes in value taken through profit or loss at each reporting period.

Council's financial assets measured at FVTPL comprise investments in Floating Rate Notes and Negotiable Certificates of Deposit.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C1-3 Restricted and allocated cash, cash equivalents and investments

\$ '000	2025	2024
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(a) Externally restricted cash, cash equivalents and investments

Total cash, cash equivalents and investments	208,902	178,543
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Less: Externally restricted cash, cash equivalents and investments	(142,807)	(120,249)
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Cash, cash equivalents and investments not subject to external restrictions

66,095	58,294
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External restrictions

External restrictions – included in liabilities

External restrictions included in cash, cash equivalents and investments above comprise:

Specific purpose unexpended loans – general	2,692	2,692
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Contract Liabilities	14,822	12,355
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External restrictions – included in liabilities	17,514	15,047
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External restrictions – other

External restrictions included in cash, cash equivalents and investments above comprise:

Developer contributions – general	104,355	84,807
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Specific purpose unexpended grants (recognised as revenue) – general fund	60	36
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Stormwater management	509	316
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Domestic waste management	20,369	20,043
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External restrictions – other	125,293	105,202
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Total external restrictions	142,807	120,249
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Cash, cash equivalents and investments subject to external restrictions are those which are only available for specific use by Council due to a restriction placed by legislation or third-party contractual agreement.

\$ '000	2025	2024
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(b) Internal allocations

Cash, cash equivalents and investments not subject to external restrictions

66,095	58,294
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Less: Internally restricted cash, cash equivalents and investments	(50,795)	(48,218)
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Unrestricted and unallocated cash, cash equivalents and investments	15,300	10,076
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Internal allocations

At 30 June, Council has internally allocated funds to the following:

Plant and vehicle replacement	1,824	1,120
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Infrastructure replacement – parking	1,196	932
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Employees leave entitlement	2,206	2,206
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Carry over works	11,006	9,144
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Deposits, retentions and bonds	14,008	12,458
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Affordable housing	4,573	4,211
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Concord library and childcare centre	920	908
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Concord oval	90	–
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Drummoynne oval lights reserve	10	54
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Election of councillors	–	400
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Energy efficiency reserve	32	32
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Financial assistance grant advance	1,645	2,656
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Financial sustainability	855	876
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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C1-3 Restricted and allocated cash, cash equivalents and investments (continued)

\$ '000	2025	2024
Investment fund	5,558	6,403
Massey park golf course	65	71
Parramatta River Catchment	—	214
Victoria avenue childcare	236	207
Water for the community	392	392
Workers compensation	125	—
Commercial Waste	4,926	4,926
Information Systems	1,128	1,008
Total internal allocations	50,795	48,218

Internal restrictions over cash, cash equivalents and investments are those assets restricted by Council.

\$ '000	2025	2024
(c) Unrestricted and unallocated		
Unrestricted and unallocated cash, cash equivalents and investments	15,300	10,076

C1-4 Receivables

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Rates and annual charges	2,543	121	2,614	113
Interest and extra charges	240	73	182	59
User charges and fees	111	–	129	–
Accrued revenues				
– Interest on investments	3,149	–	2,010	–
Net investment in finance lease	–	–	–	–
Government grants and subsidies	200	–	226	–
Net GST receivable	660	–	827	–
Employee advances	9	–	9	–
General debtors	7,229	–	1,891	–
Infringements	1,399	–	1,314	–
Property leases	697	–	899	1
Road restorations	534	–	236	–
Total	16,771	194	10,337	173
Less: provision for impairment				
Rates and annual charges	–	(121)	–	(113)
Interest and extra charges	–	(73)	–	(59)
Other debtors	(5,758)	–	(606)	–
Total provision for impairment – receivables	(5,758)	(194)	(606)	(172)
Total net receivables	11,013	–	9,731	1

\$ '000	2025	2024
Movement in provision for impairment of receivables		
Balance at the beginning of the year	778	955
+ new provisions recognised during the year	5,230	74
– amounts already provided for and written back this year	(44)	(72)
– amounts provided for but recovered during the year	(13)	(179)
Balance at the end of the year	5,951	778

Material accounting policy information

Receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method, less provision for impairment. Receivables are generally due for settlement within 30 days.

Impairment

Impairment of financial assets measured at amortised cost is recognised on an expected credit loss (ECL) basis.

When estimating ECL, Council considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis based on Council's historical experience and informed credit assessment, and including forward-looking information.

Council uses the simplified approach for trade receivables where the expected lifetime credit losses are recognised on day 1.

When considering the ECL for rates and annual charges debtors, Council takes into account that unpaid rates represent a charge against the rateable property that will be recovered when the property is next sold.

Credit losses are measured at the present value of the difference between the cash flows due to the entity in accordance with the contract, and the cash flows expected to be received. This is applied using a probability weighted approach.

Council writes off a receivable when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery, e.g. when the debtor has been placed under liquidation or has entered into bankruptcy proceedings, or when the receivables are over 5 years past due, whichever occurs first.

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C1-4 Receivables (continued)

None of the receivables that have been written off are subject to enforcement activity.

Where Council renegotiates the terms of receivables due from certain customers, the new expected cash flows are discounted at the original effective interest rate and any resulting difference to the carrying value is recognised in profit or loss.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C1-5 Inventories

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
(i) Inventories at cost				
Stores and materials	198	–	300	–
Total inventories at cost	198	–	300	–
Total inventories	198	–	300	–

Externally restricted assets

There are no restrictions applicable to the above assets.

C1-6 Contract assets and Contract cost assets

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Contract assets	1,850	–	939	–
Total contract assets and contract cost assets	1,850	–	939	–

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C1-7 Non-current assets classified as held for sale

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Investment Properties	34,750	—	—	—
Total disposal groups held for sale	34,750	—	—	—
Total non-current assets classified as held for sale	34,750	—	—	—

Details of assets and disposal groups

Council resolved at its meeting of 17 June 2025 to commence an open market sale process for two properties being:

4-6 Beaconsfield Lane, Concord and
10 Thornleigh Avenue, Concord.

It is expected that the sales will be completed before 30 June 2026 and will facilitate housing development within the local government area.

Material accounting policy information

Non-current assets (or disposal groups) are classified as held for sale if their carrying amount will be recovered principally through a sale transaction rather than through continued use and are measured at the lower of their carrying amount and fair value less costs to sell.

Non-current assets (including those that are part of a disposal group) are not depreciated or amortised while they are classified as held for sale.

C1-8 Infrastructure, property, plant and equipment

By aggregated asset class	At 1 July 2024			Asset movements during the reporting period									At 30 June 2025		
	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount	Additions renewals ¹	Additions new assets	Carrying value of disposals	Depreciation expense	WIP transfers	Adjustments and transfers	Other Movements to P&L	Revaluation decrements to equity (ARR)	Revaluation increments to equity (ARR)	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount
\$ '000															
Capital work in progress	52,891	–	52,891	1,512	37,938	–	–	(5,260)	–	(82)	–	–	86,999	–	86,999
Plant and equipment	11,669	(4,026)	7,643	–	2,367	(1,257)	(793)	–	19	–	–	–	11,854	(3,875)	7,979
Office equipment	917	(528)	389	10	12	–	(90)	–	–	–	–	–	937	(616)	321
Furniture and fittings	1,693	(932)	761	–	220	–	(99)	6	–	–	–	–	1,920	(1,032)	888
Land:															
– Operational land	218,464	–	218,464	–	–	–	–	–	–	–	–	26,078	244,542	–	244,542
– Community land	173,863	–	173,863	–	247	–	–	–	–	–	–	5,266	179,376	–	179,376
– Land under roads (pre 1/7/08)	1,217,222	–	1,217,222	–	–	–	–	–	–	–	–	42,678	1,259,900	–	1,259,900
– Land under roads (post 30/6/08)	22,084	–	22,084	–	–	(600)	–	–	–	–	–	443	21,927	–	21,927
Land improvements – depreciable	26,812	(2,646)	24,166	1,758	74	(401)	(735)	652	1,519	–	–	1,042	30,602	(2,527)	28,075
Infrastructure:															
– Buildings – non-specialised	276,874	(43,515)	233,359	2,192	2,502	(106)	(4,233)	623	26	–	(3,037)	–	294,307	(62,981)	231,326
– Buildings – specialised	13,634	(6,135)	7,499	2,433	–	–	(339)	76	–	–	–	1,407	16,353	(5,277)	11,076
– Other structures	203,510	(77,623)	125,887	8,672	584	(960)	(3,460)	1,764	(1,668)	–	–	4,727	214,557	(79,011)	135,546
– Roads	475,642	(128,970)	346,672	3,789	348	(1,508)	(5,043)	1,591	89	–	–	2,184	489,515	(141,393)	348,122
– Bridges	18,615	(6,021)	12,594	41	8	(7)	(165)	–	–	–	–	405	19,112	(6,236)	12,876
– Footpaths	94,687	(17,581)	77,106	1,061	41	(81)	(1,129)	319	12	–	–	1,430	96,696	(17,937)	78,759
– Stormwater drainage	169,684	(63,985)	105,699	669	175	(675)	(1,682)	84	–	–	–	2,598	169,633	(62,765)	106,868
– Swimming pools	16,231	(7,283)	8,948	472	–	–	(184)	132	3	–	–	164	17,114	(7,579)	9,535
Other assets:															
– Public Art	1,110	(194)	916	–	1	–	(16)	–	–	–	–	–	1,111	(210)	901
– Library books	7,474	(6,064)	1,410	–	500	–	(454)	–	–	–	–	–	7,972	(6,516)	1,456
– Other	1,794	(1,083)	711	–	315	–	(157)	13	–	–	–	–	2,125	(1,243)	882
Total infrastructure, property, plant and equipment	3,004,870	(366,586)	2,638,284	22,609	45,332	(5,595)	(18,579)	–	–	(82)	(3,037)	88,422	3,166,552	(399,198)	2,767,354

(1) Renewals are defined as the replacement of existing assets (as opposed to the acquisition of new assets).

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C1-8 Infrastructure, property, plant and equipment (continued)

By aggregated asset class	At 1 July 2023			Asset movements during the reporting period								At 30 June 2024		
	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount	Additions renewals ⁽¹⁾	Additions new assets	Carrying value of disposals	Depreciation expense	WIP transfers	Adjustments and transfers	Revaluation decrements to equity (ARR)	Revaluation increments to equity (ARR)	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount
\$ '000														
Capital work in progress	154	–	154	1,992	17,064	–	–	33,681	–	–	–	52,891	–	52,891
Plant and equipment	10,321	(4,363)	5,958	–	2,969	(596)	(688)	–	–	–	–	11,669	(4,026)	7,643
Office equipment	775	(470)	305	22	125	(1)	(62)	–	–	–	–	917	(528)	389
Furniture and fittings	1,418	(847)	571	–	275	–	(85)	–	–	–	–	1,693	(932)	761
Land:														
– Operational land	216,050	–	216,050	–	–	–	–	–	–	–	2,414	218,464	–	218,464
– Community land	185,041	–	185,041	–	–	–	–	–	–	(11,178)	–	173,863	–	173,863
– Land under roads (pre 1/7/08)	1,337,017	–	1,337,017	–	–	–	–	–	–	(119,795)	–	1,217,222	–	1,217,222
– Land under roads (post 30/6/08)	24,148	–	24,148	109	–	–	–	–	–	(2,173)	–	22,084	–	22,084
Land improvements – depreciable	21,818	(2,211)	19,607	1,297	1,944	(570)	(626)	–	1,768	–	746	26,812	(2,646)	24,166
Infrastructure:														
– Buildings – non-specialised	292,793	(39,102)	253,691	1,832	382	(333)	(4,016)	(33,567)	(360)	–	15,730	276,874	(43,515)	233,359
– Buildings – specialised	12,749	(5,737)	7,012	–	–	–	(329)	–	–	–	816	13,634	(6,135)	7,499
– Other structures	199,839	(75,533)	124,306	460	3,438	(800)	(3,267)	(260)	(4,326)	–	6,336	203,510	(77,623)	125,887
– Roads	449,748	(124,882)	324,866	5,846	597	(1,897)	(4,733)	121	921	–	20,951	475,642	(128,970)	346,672
– Bridges	16,843	(6,015)	10,828	32	761	(66)	(147)	–	861	–	325	18,615	(6,021)	12,594
– Footpaths	91,153	(17,056)	74,097	1,094	1,124	(424)	(1,081)	25	172	–	2,099	94,687	(17,581)	77,106
– Stormwater drainage	163,793	(62,803)	100,990	1,068	523	(36)	(1,625)	–	964	–	3,815	169,684	(63,985)	105,699
– Swimming pools	15,719	(7,053)	8,666	–	–	–	(176)	–	–	–	458	16,231	(7,283)	8,948
Other assets:														
– Public Art	1,111	(179)	932	–	–	–	(16)	–	–	–	–	1,110	(194)	916
– Library books	6,970	(5,629)	1,341	–	504	–	(435)	–	–	–	–	7,474	(6,064)	1,410
– Other	1,787	(940)	847	–	7	–	(143)	–	–	–	–	1,794	(1,083)	711
Total infrastructure, property, plant and equipment	3,049,247	(352,820)	2,696,427	13,752	29,713	(4,723)	(17,429)	–	–	(133,146)	53,690	3,004,870	(366,586)	2,638,284

(1) Renewals are defined as the replacement of existing assets (as opposed to the acquisition of new assets).

C1-8 Infrastructure, property, plant and equipment (continued)

Material accounting policy information

Initial recognition of infrastructure, property, plant and equipment (IPPE)

IPPE is measured initially at cost. Cost includes the fair value of the consideration given to acquire the asset (net of discounts and rebates) and any directly attributable cost of bringing the asset to working condition for its intended use (inclusive of import duties and taxes).

When infrastructure, property, plant and equipment is acquired by Council at significantly below fair value, the assets are initially recognised at their fair value at acquisition date.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to Council and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the Income Statement during the financial period in which they are incurred.

Useful lives of IPPE

Land is not depreciated. Depreciation on other assets is calculated using the straight-line method to allocate their carrying amount, net of their residual values, over their estimated useful lives as follows:

	Useful lives
Equipment, furniture and fittings	2-15
Land improvements	5-100
Infrastructure:	
– Buildings	15-90
– Roads, bridges and footpaths	15-200
– Stormwater drainage	80-120
– Other Structures Open space / recreational assets	5-80
– Other infrastructure	5-80
Other assets	5-20

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each reporting date.

Revaluation model

Infrastructure, property, plant and equipment are held at fair value. Comprehensive valuations are performed at least every 3-5 years, however the carrying amount of assets is assessed by Council at each reporting date to confirm that it is not materially different from current fair value.

Increases in the carrying amounts arising on revaluation are credited to the IPPE revaluation reserve. To the extent that the increase reverses a decrease previously recognising profit or loss relating to that asset class, the increase is first recognised as profit or loss. Decreases that reverse previous increases of assets in the same class are first charged against IPPE revaluation reserve to the extent of the remaining reserve attributable to the class; all other decreases are charged to the Income Statement.

Land under roads

Land under roads is land under roadways and road reserves including land under footpaths, nature strips and median strips.

Council has elected to recognise land under roads acquired before 1 July 2008. Land under roads acquired after 1 July 2008 is recognised in accordance with the IPPE accounting policy.

Crown reserves

Crown reserves under Council's care and control are recognised as assets of the Council. While ownership of the reserves remains with the Crown, Council retains operational control of the reserves and is responsible for their maintenance and use in accordance with the specific purposes to which the reserves are dedicated.

Improvements on Crown reserves are also recorded as assets, while maintenance costs incurred by Council and revenues relating to the reserves are recognised within Council's Income Statement.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C1-9 Investment properties

\$ '000	2025	2024
Owned investment property		
Investment property on hand at fair value	16,793	45,376
Total owned investment property	16,793	45,376
Owned investment property		
At fair value		
Opening balance at 1 July	45,376	–
Capitalised subsequent expenditure	–	2
Disposals during year	–	–
Net gain/(loss) from fair value adjustments	6,167	3,254
Other movements	–	42,120
Transferred to Assets Held for Sale	(34,750)	–
Closing balance at 30 June	16,793	45,376

Material accounting policy information

Investment property, principally comprising freehold office buildings, is held for long-term rental yields and is not occupied by the Council. Changes in fair values are recorded in the Income Statement as part of other income.

C1-10 Intangible assets

Intangible assets are as follows:

\$ '000	2025	2024
Software		
Opening values at 1 July		
Gross book value	2,332	1,508
Accumulated amortisation	(758)	(456)
Net book value – opening balance	1,574	1,052
Movements for the year		
Purchases	1,259	824
Amortisation charges	(355)	(302)
Gross book value written off	(384)	–
Accumulated amortisation charges written off	384	–
Closing values at 30 June		
Gross book value	3,207	2,332
Accumulated amortisation	(729)	(758)
Total software – net book value	2,478	1,574
Other		
	2025	2024
Total intangible assets – net book value	2,478	1,574

Material accounting policy information

IT development and software

Software development costs include only those costs directly attributable to the development phase (including external direct costs of materials and services, direct payroll, and payroll-related costs of employees' time spent on the project) and are only recognised following completion of technical feasibility, and where the Council has an intention and ability to use the asset. Amortisation is calculated on a straight-line basis over periods generally ranging from three to five years.

C1-11 Other

Other assets

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Prepayments	439	–	1,250	–
Total other assets	439	–	1,250	–
\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Total unrestricted assets	439	–	1,250	–
Total other assets	439	–	1,250	–

C2 Leasing activities

C2-1 Council as a lessee

Council has leases over a range of assets including land and IT equipment. Information relating to the leases in place and associated balances and transactions is provided below. Council has also leases for the asset class land, with Ardiff House and Transport NSW, (access to waterways). Information relating to the leases in place and associated balances and transactions is provided below.

Office and IT equipment

Leases for IT equipment are generally for low value assets, except for significant items such as photocopiers and servers. The leases are for between 2 and 5 years with no renewal option, the payments are fixed, however some of the leases include variable payments based on usage.

Land

Council leases land for a car park, and has a number of leases with Transport for NSW (Maritime) for access to the foreshore, so the community can access the waterways. These leases are classified as short term leases.

(a) Right of use assets

\$ '000	Office and IT Equipment	Total
2025		
Opening balance at 1 July	21	21
Additions to right-of-use assets	33	33
Depreciation charge	(19)	(19)
Balance at 30 June	35	35
2024		
Opening balance at 1 July	53	53
Depreciation charge	(32)	(32)
Balance at 30 June	21	21

(b) Lease liabilities

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Lease liabilities	14	21	1	20
Total lease liabilities	14	21	1	20

(c) (i) The maturity analysis

The maturity analysis of lease liabilities based on contractual undiscounted cash flows is shown in the table below:

\$ '000	< 1 year	1 – 5 years	> 5 years	Total	Total per Statement of Financial Position
2025					
Cash flows	14	21	–	35	35
2024					
Cash flows	1	20	–	21	21

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C2-1 Council as a lessee (continued)

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Total lease liabilities relating to unrestricted assets	14	21	1	20
Total lease liabilities	14	21	1	20

(d) Income Statement

The amounts recognised in the Income Statement relating to leases where Council is a lessee are shown below:

\$ '000	2025	2024
Interest on lease liabilities	1	1
Depreciation of right of use assets	19	32
Expenses relating to short-term leases	39	37
Expenses relating to leases of low-value assets	109	120
	168	190

(e) Statement of Cash Flows

Total cash outflow for leases	147	190
	147	190

(f) Leases at significantly below market value – concessionary / peppercorn leases

Council has a number of leases at significantly below market for land which are used for:

- recreational jetties
- boat ramp

The leases are with Transport for NSW, and generally have been in place for many years and require payments of a maximum amount of \$520 per year. The use of the right-to-use asset is restricted by the lessors to specified community services which Council must provide, these services are detailed in the leases.

Council does not believe that any of the leases in place are individually material from a statement of financial position or performance perspective.

Material accounting policy information

Council has elected not to separate non-lease components from lease components for any class of asset and has accounted for payments as a single component.

The right-of-use asset is measured using the cost model where cost on initial recognition comprises: the lease liability, initial direct costs, prepaid lease payments, estimated cost of removal and restoration, less any lease incentives received. The right-of-use asset is depreciated over the lease term on a straight-line basis and assessed for impairment in accordance with the impairment of asset accounting policy.

C2-2 Council as a lessor

Operating leases

Council leases out a number of properties and /or plant and equipment to community groups; these leases have been classified as operating leases for financial reporting purposes and the assets are included in the Statement of Financial Position as:

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C2-2 Council as a lessor (continued)

- investment property – where the asset is held predominantly for rental or capital growth purposes (refer note C1-8)
- property, plant and equipment – where the rental is incidental, or the asset is held to meet Councils service delivery objective (refer note C1-7).

\$ '000	2025	2024
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(i) Assets held as investment property

Investment property operating leases comprise of commercial, community and residential arrangements.

The amounts recognised in the Income Statement relating to operating leases where Council is a lessor are shown below

Lease income (excluding variable lease payments not dependent on an index or rate)	264	248
Total income relating to operating leases for investment property assets	264	248

(ii) Operating lease expenses

Direct operating expenses that generated rental income	(24)	(23)
Total expenses relating to operating leases	(24)	(23)

Lease income (excluding variable lease payments not dependent on an index or rate)	4,141	3,910
Total income relating to operating leases for Council assets	4,141	3,910

(iii) Maturity analysis of undiscounted lease payments to be received after reporting date for all operating leases:

Maturity analysis of future lease income receivable showing the undiscounted lease payments to be received after reporting date for operating leases:

< 1 year	5,228	5,184
1–2 years	2,719	3,515
2–3 years	2,093	2,114
3–4 years	1,857	1,552
4–5 years	1,172	1,164
> 5 years	5,325	4,388
Total undiscounted lease payments to be received	18,394	17,917

Material accounting policy information

When Council is a lessor, the lease is classified as either an operating or finance lease at inception date, based on whether substantially all of the risks and rewards incidental to ownership of the asset have been transferred to the lessee. If the risks and rewards have been transferred then the lease is classified as a finance lease, otherwise it is an operating lease.

When Council has a sub-lease over an asset and is the intermediate lessor then the head lease and sub-lease are accounted for separately. The classification of the sub-lease is based on the right-of-use asset which arises from the head lease rather than the useful life of the underlying asset.

If the lease contains lease and non-lease components, the non-lease components are accounted for in accordance with AASB 15 *Revenue from Contracts with Customers*.

The lease income is recognised on a straight-line basis over the lease term for an operating lease and as finance income using amortised cost basis for finance leases.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C3 Liabilities of Council

C3-1 Payables

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Payables				
Prepaid rates	667	–	502	–
Goods and services – operating expenditure	3,350	–	571	–
Accrued expenses:				
– Salaries and wages	2,394	–	1,930	–
– Other expenditure accruals	11,152	–	7,827	–
Security bonds, deposits and retentions	14,008	–	12,458	–
Total payables	31,571	–	23,288	–
Total payables	31,571	–	23,288	–

Current payables not anticipated to be settled within the next twelve months

\$ '000	2025	2024
The following liabilities, even though classified as current, are not expected to be settled in the next 12 months.		
Payables – security bonds, deposits and retentions	9,804	8,721
Total payables	9,804	8,721

Payables

Payables represent liabilities for goods and services provided to Council prior to the end of financial year that are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition.

C3-2 Contract Liabilities

\$ '000	Notes	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Grants and contributions received in advance:					
Unexpended capital grants (to construct Council controlled assets)	(i)	6,549	1,215	7,035	3,234
Unexpended operating grants (received prior to performance obligation being satisfied)	(ii)	3,136	4,855	2,086	–
Total grants received in advance		9,685	6,070	9,121	3,234
User fees and charges received in advance:					
Income Received in advance					
User Fees and charges received in advance	(iii)	1,483	–	1,195	–
Other		–	–	–	–
Total user fees and charges received in advance		1,483	–	1,195	–
Total contract liabilities		11,168	6,070	10,316	3,234

Notes

(i) Council has received funding to construct assets including sporting facilities, bridges, library and other infrastructure. The funds received are under an enforceable contract which require Council to construct an identified asset which will be under

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C3-2 Contract Liabilities (continued)

Council's control on completion. The revenue is recognised as Council constructs the asset and the contract liability reflects the funding received which cannot yet be recognised as revenue. The revenue is expected to be recognised in the next 12 months.

(ii) The contract liability relates to grants received prior to the revenue recognition criteria in AASB 15 being satisfied since the performance obligations are ongoing.

(iii) Prepaid rates and membership fees and other payments received in advance that are yet to satisfy performance obligation.

Revenue recognised that was included in the contract liability balance at the beginning of the period

\$ '000	2025	2024
Grants and contributions received in advance:		
Capital grants (to construct Council controlled assets)	9,246	10,269
Operating grants (received prior to performance obligation being satisfied)	7,992	2,086
Total revenue recognised that was included in the contract liability balance at the beginning of the period	17,238	12,355

Significant changes in contract liabilities

Funding from State and Commonwealth governments relates to contract obligations that have yet to be met. The majority of the contract liabilities relate to funding for Regional Cycleway, Charles Heath Reserve, Majors Bay Reserve and Howley Park Reserve

C3-3 Borrowings

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Loans – secured	826	11,898	792	12,724
Total borrowings	826	11,898	792	12,724

(a) Changes in liabilities arising from financing activities

\$ '000	2024		Non-cash movements				2025
	Opening Balance	Cash flows	Acquisition	Fair value changes	Acquisition due to change in accounting policy	Other non-cash movement	Closing balance
Loans – secured	13,516	(792)	–	–	–	–	12,724
Lease liability (Note C2-1)	21	14	–	–	–	–	35
Total liabilities from financing activities	13,537	(778)	–	–	–	–	12,759

\$ '000	2023		Non-cash movements				2024
	Opening Balance	Cash flows	Acquisition	Fair value changes	Acquisition due to change in accounting policy	Other non-cash movement	Closing balance
Loans – secured	14,690	(1,174)	–	–	–	–	13,516
Lease liability (Note C2-1)	53	(32)	–	–	–	–	21
Total liabilities from financing activities	14,743	(1,206)	–	–	–	–	13,537

(b) Financing arrangements

\$ '000	2025	2024
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C3-3 Borrowings (continued)

\$ '000	2025	2024
Total facilities		
Total financing facilities available to Council at the reporting date are:		
Bank overdraft facilities ¹	500	500
Credit cards/purchase cards	2,150	2,150
Total financing arrangements	2,650	2,650
Drawn facilities		
Financing facilities drawn down at the reporting date are:		
Undrawn facilities		
Undrawn financing facilities available to Council at the reporting date are:		
– Bank overdraft facilities	500	500
– Credit cards/purchase cards	127	915
Total undrawn financing arrangements	627	1,415

(1) The bank overdraft facility may be drawn at any time and may be terminated by the bank without notice.

Additional financing arrangements information

Breaches and defaults

During the current and prior year, there were no defaults or breaches on any of the loans.

Material accounting policy information

Council measures all financial liabilities initially at fair value less transaction costs, subsequently financial liabilities are measured at amortised cost using the effective interest rate method.

Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down.

Borrowings are removed from the Statement of Financial Position when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in other income or borrowing costs.

C3-4 Employee benefit provisions

\$ '000	2025 Current	2025 Non-current	2024 Current	2024 Non-current
Annual leave	3,552	–	3,101	–
Sick leave	144	–	137	–
Long service leave	6,358	786	5,766	713
Total employee benefit provisions	10,054	786	9,004	713

Current employee benefit provisions not anticipated to be settled within the next twelve months

\$ '000	2025	2024
The following provisions, even though classified as current, are not expected to be settled in the next 12 months.		
Provisions – employees benefits	9,188	8,219
	9,188	8,219

Description of and movements in provisions

\$ '000	ELE provisions			
	Annual leave	Sick leave	Long service leave	Total
2025				
At beginning of year	3,101	137	6,479	9,717
Additional provisions	3,348	7	1,576	4,931
Amounts used (payments)	(2,897)	–	(911)	(3,808)
Total ELE provisions at end of year	3,552	144	7,144	10,840
2024				
At beginning of year	2,934	145	6,288	9,367
Additional provisions	3,075	12	1,180	4,267
Amounts used (payments)	(2,908)	(20)	(989)	(3,917)
Total ELE provisions at end of year	3,101	137	6,479	9,717

Material accounting policy information

Employee benefit provisions are presented as current liabilities in the Statement of Financial Position if Council does not have an unconditional right to defer settlement for at least 12 months after the reporting date, regardless of when the actual settlement is expected to occur and therefore all annual leave and vested long service leave (or that which vests within 12 months) is presented as current.

Other long-term employee benefit obligations

The liability for long-service leave and annual leave that is not expected to be wholly settled within 12 months after the end of the period in which the employees render the related service is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures, and periods of service. Expected future payments are discounted using market yields at the end of the reporting period on national government bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

C3-5 Provisions

\$ '000	2025 Current	2025 Non-Current	2024 Current	2024 Non-Current
Other provisions				
Workers compensation On Costs	201	16	188	15
Sub-total – other provisions	201	16	188	15

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

C3-5 Provisions (continued)

Total provisions	201	16	188	15
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\$ '000	2025 Current	2025 Non-Current	2024 Current	2024 Non-Current
Total provisions relating to unrestricted assets	201	16	188	15
Total provisions	201	16	188	15

Current provisions not anticipated to be settled within the next twelve months

The following provisions, even though classified as current, are not expected to be settled in the next 12 months.

Description of and movements in provisions

\$ '000	Other provisions	
	Workers Comp On-Cost	Total
2025		
At beginning of year	203	203
Other	14	14
Total other provisions at end of year	217	217
2024		
At beginning of year	320	320
Other	(117)	(117)
Total other provisions at end of year	203	203

Nature and purpose of provisions

Workers Compensation On Costs

Workers Compensation On Cost is an accrued expense associated with the future payment in service of accrued employee leave entitlements.

Material accounting policy information

Provisions are recognised when Council has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount has been reliably estimated.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the reporting date. The discount rate used to determine the present value reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognised as a borrowing cost.

C4 Reserves

C4-1 Nature and purpose of reserves

IPPE Revaluation Surplus

The infrastructure, property, plant and equipment (IPPE) revaluation surplus is used to record increments and decrements in the revaluation of infrastructure, property, plant and equipment.

D Risks and accounting uncertainties

D1-1 Risks relating to financial instruments held

Council's overall risk management program focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Council.

Council's objective is to maximise its return on cash and investments whilst maintaining an adequate level of liquidity and preserving capital. The finance team manages the cash and Investments portfolio with the assistance of independent advisors. Council has an investment policy which complies with the s 625 of the Act and the Ministerial Investment Order. The policy is regularly reviewed by Council and a monthly investment report is provided to Council setting out the make-up performance of the portfolio as required by local government regulations.

Council does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by the finance team under policies approved by the Councillors.

The fair value of Council's financial assets and financial liabilities approximates their carrying amount.

\$ '000	Carrying value 2025	Carrying value 2024	Fair value 2025	Fair value 2024
Financial assets				
Measured at amortised cost				
Cash and cash equivalents	26,602	37,393	24,596	37,385
Receivables	11,013	9,732	10,899	9,732
Investments				
– Debt securities at amortised cost	182,300	141,150	185,741	143,415
Total financial assets	219,915	188,275	221,236	190,532
Financial liabilities				
Payables	31,571	23,288	29,267	23,289
Loans/advances	12,724	13,516	9,105	9,613
Total financial liabilities	44,295	36,804	38,372	32,902

Fair value is determined as follows:

- **Cash and cash equivalents, receivables, payables** – are estimated to be the carrying value that approximates market value.
- **Borrowings and measure at amortised cost investments** – are based upon estimated future cash flows discounted by the current market interest rates applicable to assets and liabilities with similar risk profiles, unless quoted market prices are available.
- Financial assets classified (i) **at fair value through profit and loss** or (ii) **at fair value through other comprehensive income** – are based upon quoted market prices (in active markets for identical investments) at the reporting date or independent valuation.

The risks associated with the financial instruments held are:

- Market risk – interest rate risk – the risk that movements in interest rates could affect returns
- liquidity risk – the risk that Council will not be able to pay its debts as and when they fall due.
- credit risk – the risk that a contracting entity will not complete its obligations under a financial instrument, resulting in a financial loss to the Council.

Council manages these risks by diversifying its portfolio and only purchasing investments with high credit ratings or capital guarantees. Council also seeks advice from independent advisers before placing any cash and investments.

(a) Market risk – interest rate and price risk

\$ '000	2025	2024
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D1-1 Risks relating to financial instruments held (continued)

\$ '000	2025	2024
The impact on the result for the year and equity of a reasonably possible movement in the price of investments held and interest rates is shown below. The reasonably possible movements were determined based on historical movements and economic conditions in place at the reporting date.		
Impact of a 1% movement in interest rates		
– Equity / Income Statement	2,069	1,785
Impact of a 10% movement in price of investments		
– Equity / Income Statement	772	373

(b) Credit risk

Council's major receivables comprise rates, annual charges, user charges and fees.

Council manages the credit risk associated with these receivables by monitoring outstanding debt and employing stringent debt recovery procedures. Council also encourages ratepayers to pay their rates by the due date through incentives.

The credit risk for liquid funds and other short-term financial assets is considered negligible, since the counterparties are reputable banks with high quality external credit ratings.

There are no significant concentrations of credit risk other than Council has significant credit risk exposures in its local area given the nature of Council activities.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance. The balances of receivables that remain within initial trade terms (as detailed in the table) are considered to be of high credit quality.

The maximum exposure to credit risk at the reporting date is the carrying amount of each class of receivable in the financial statements.

There are no material receivables that have been subjected to a re-negotiation of repayment terms.

D1-1 Risks relating to financial instruments held (continued)

Credit risk profile

Receivables – rates and annual charges

Credit risk on rates and annual charges is minimised by the ability of Council to recover these debts as a secured charge over the land; that is, the land can be sold to recover the debt. Council is also able to charge interest on overdue rates and annual charges at higher than market rates which further encourages payment.

\$ '000	Not yet overdue	overdue rates and annual charges < 5 years	≥ 5 years	Total
2025				
Gross carrying amount	–	2,523	141	2,664
2024				
Gross carrying amount	–	2,689	38	2,727

Receivables - non-rates and annual charges and contract assets

Council applies the simplified approach for non-rates and annual charges debtors and contract assets to provide for expected credit losses, which permits the use of the lifetime expected loss provision at inception. To measure the expected credit losses, non-rates and annual charges debtors and contract assets have been grouped based on shared credit risk characteristics and the days past due.

The loss allowance provision is determined as follows. The expected credit losses incorporate forward-looking information.

\$ '000	Not yet overdue	0 - 30 days	Overdue debts 31 - 60 days	61 - 90 days	> 91 days	Total
2025						
Gross carrying amount	8,127	1,280	475	335	5,934	16,151
Expected loss rate (%)	0.00%	0.02%	0.08%	0.18%	0.43%	0.17%
ECL provision	–	–	–	1	26	27
2024						
Gross carrying amount	6,075	833	440	342	1,032	8,722
Expected loss rate (%)	0.00%	0.05%	0.13%	0.08%	2.31%	0.29%
ECL provision	–	–	1	–	24	25

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D1-1 Risks relating to financial instruments held (continued)

(c) Liquidity risk

Payables, lease liabilities and borrowings are both subject to liquidity risk; that is, the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due.

Council manages this risk by monitoring its cash flow requirements and liquidity levels, and by maintaining an adequate cash buffer. Payment terms can be extended, and overdraft facilities drawn upon in extenuating circumstances.

Borrowings are also subject to interest rate risk: the risk that movements in interest rates could adversely affect funding costs. Council manages this risk through diversification of borrowing types, maturities and interest rate structures.

The finance team regularly reviews interest rate movements to determine if it would be advantageous to refinance or renegotiate part or all of the loan portfolio.

The timing of cash flows presented in the table below to settle financial liabilities reflects the earliest contractual settlement dates. The timing of expected outflows is not expected to be materially different from contracted cashflows.

The amounts disclosed in the table are the undiscounted contracted cash flows for non-lease liabilities (refer to Note C2-1(b) for lease liabilities) and therefore the balances in the table may not equal the balances in the Statement of Financial Position due to the effect of discounting.

\$ '000	Weighted average interest rate	Subject to no maturity	≤ 1 Year	payable in: 1 - 5 Years	> 5 Years	Total cash outflows	Actual carrying values
2025							
Payables	0.00%	14,008	—	—	—	14,008	31,571
Borrowings	4.45%	826	863	3,850	7,185	12,724	12,724
Total financial liabilities		14,834	863	3,850	7,185	26,732	44,295
2024							
Payables	0.00%	12,458	—	—	—	12,458	23,288
Borrowings	4.44%	791	826	3,689	8,210	13,516	13,516
Total financial liabilities		13,249	826	3,689	8,210	25,974	36,804

D2-1 Fair value measurement

The Council measures the following asset and liability classes at fair value on a recurring basis:

- Infrastructure, property, plant and equipment
- Investment property
- Financial assets and liabilities

The fair value of assets and liabilities must be estimated in accordance with various accounting standards for either recognition and measurement requirements or for disclosure purposes.

AASB 13 Fair Value Measurement requires all assets and liabilities measured at fair value to be assigned to a 'level' in the fair value hierarchy as follows:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2: Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The table below shows the assigned level for each asset and liability held at fair value by Council:

		Fair value measurement hierarchy					
\$ '000	Notes	Level 2 Significant observable inputs		Level 3 Significant unobservable inputs		Total	
		2025	2024	2025	2024	2025	2024
Recurring fair value measurements							
Investment property	C1-9						
Investment properties		16,793	45,376	—	—	16,793	45,376
Total investment property		16,793	45,376	—	—	16,793	45,376
Infrastructure, property, plant and equipment							
	C1-8						
Plant and equipment		—	—	7,979	7,643	7,979	7,643
Office equipment		—	—	321	389	321	389
Furniture and fittings		—	—	888	761	888	761
Operational land		244,542	218,464	—	—	244,542	218,464
Community land		—	—	179,376	173,863	179,376	173,863
Land under roads		—	—	1,281,827	1,239,306	1,281,827	1,239,306
Land improvements – depreciable		—	—	28,075	24,166	28,075	24,166
Buildings (specialised and non-specialised)		—	—	242,402	240,858	242,402	240,858
Other structures		—	—	135,546	125,887	135,546	125,887
Roads, bridges, footpaths		—	—	439,757	436,372	439,757	436,372
Swimming Pools		—	—	9,535	8,948	9,535	8,948
Stormwater drainage		—	—	106,868	105,699	106,868	105,699
Public Art		—	—	901	916	901	916
Library books		—	—	1,456	1,410	1,456	1,410
Other		—	—	882	711	882	711
Total infrastructure, property, plant and equipment		244,542	218,464	2,435,813	2,366,929	2,680,355	2,585,393
Non-current assets classified as held for sale							
	C1-7						
Properties held for sale		34,750	—	—	—	34,750	—
Total NCA's classified as held for sale		34,750	—	—	—	34,750	—

During the year, there were no transfers between level 1 and level 2 fair value hierarchies for recurring fair value

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D2-1 Fair value measurement (continued)

measurements.

Valuation techniques

Where Council is unable to derive fair valuations using quoted market prices of identical assets (ie. level 1 inputs) Council instead utilises a spread of both observable inputs (level 2 inputs) and unobservable inputs (level 3 inputs).

The fair valuation techniques Council has employed while utilising level 2 and level 3 inputs are as follows:

Investment property

Investment property comprises land and /or buildings that are principally held for long-term rental yields, capital gains, or both, that is not occupied by Council. Full revaluations are carried out every three years by a member of the Australian Property Institute with an appropriate index utilised each year in between the full revaluations.

On an annual basis, Council reviews relevant indices in between the full revaluations, as a potential indicator to assess whether assets are not at fair value. A comprehensive revaluation of investment properties was undertaken by APV Valuers and Asset Management, for the year ending 30th June 2024.

All investment property valuations are included in level 2 of the fair value hierarchy.

Infrastructure, property, plant and equipment (IPPE)

Council's non-current assets are revalued at a minimum, every five years. Council engages external, independent, qualified valuers to determine the fair value of land, buildings, other structures, infrastructure and major plant to undertake this work. In addition, annual reviews are undertaken to determine whether the carrying amount of the asset is materially different from the existing fair values. If any variation is considered material, a revaluation is undertaken either by comprehensive revaluation or by applying an interim revaluation utilising appropriate indices.

Changes in fair values with Level 2 and 3 inputs are analysed at the end of each reporting period and discussed between the relevant department heads, valuation firm, audit committee and auditors, where considered necessary.

Plant & Equipment, Office equipment and Furniture & Fittings

Plant & Equipment, Office Equipment and Furniture & Fittings assets are recognised and valued at cost. Council assumes that the carrying amount reflects the fair value of the assets due to the nature of the items.

These asset categories include:

- Plant & Fleet
- Major Plant Items – tractors, street sweepers, tipplers, rollers, and back hoes.
- Minor Plant and Equipment Items – generators, mowers, weed harvester, trailers, chainsaws, and power hand tools
- Fleet Vehicles – trucks, commercial vehicles and passenger vehicles
- Office Equipment – communications equipment and photocopiers
- Furniture & Fittings – work stations, storage cabinets, tables and chairs

The unobservable level 3 inputs used include:

- Straight line pattern of consumption
- Useful life
- Residual value where applicable

Council reviews the value of these assets based on the gross replacement cost of similar assets.

There has been no change in the valuation process during the reporting period.

Land (Operational, Community, Land under roads and Land Improvements)

A comprehensive valuation of Operational land was undertaken by APV Pty Ltd as at 30 June 2025. Operational Land has been valued at market value, having regard to the "highest and best use", after identifying all elements that would be taken into account by buyers and sellers in settling the price, including but not limited to:

- The land's description and/or dimensions;
- Planning and other constraints on development; and
- The potential for alternative use.

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D2-1 Fair value measurement (continued)

Level 2 inputs were used to value land held in freehold title and those with special use, which are restricted under the zoning objectives. Sale prices of comparable land parcels in close proximity were adjusted for differences in key attributes such as size and configuration. The most significant inputs into this valuation approach are price per square metre.

Community land valuations are based on the Valuer General's most recent valuation of land provided for rating purposes, as at Base Date 01/07/2024. The Valuer General's valuations reflect the restricted use of Community Land.

Land Under Roads is valued based the latest Valuer General's Valuation of Base Date of 1/07/2024. A discounted municipal average of \$311.948 per square meter representing a discount of 90% of Municipal Average of Land Values reflects the restricted nature of Land Under Roads. The 90% discounting method relates to the Englobo valuation methodology.

Land Improvements – Depreciable

This asset class comprises land improvements such as gardens, mulched areas, streetscaping and landscaping. These assets may be located on parks, reserves and also within road reserves. Land Improvements were valued using the cost approach in collaboration between APV Valuers and Asset Management and Council's experienced engineering staff, as at 30/06/2022.

The cost approach has been utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimates of patterns of consumption, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. As such, these assets were all classified as having been valued using Level 3 valuation inputs. Valuation techniques remained the same for this reporting period.

Using the above valuations, as the base, Council applied the index, ABS - Series 3109 - Other heavy and civil engineering construction Australia, as at 30/06/2025.

Buildings

A comprehensive valuation of Buildings was undertaken by Scott Fullarton Valuations Pty Ltd, Director Scott Fullarton, FAPI, Certified Practising Valuer, API Membership No 67557 as at 30 June 2022 using the cost approach.

The Gross Value of each building is obtained by applying a unit rate to a structure or a square metre rate to a building, based on its current replacement cost, which is the lowest cost of replacing the economic benefits of the existing asset using modern technology. While all buildings were physically inspected, inputs such as estimates of patterns of consumption, asset condition and useful life required extensive professional judgement.

The key unobservable input is the rate per square metre which has been benchmarked to construction costs of similar properties across the industry.

This asset class is categorised as level 3 as some of the inputs used in the valuation of these assets require significant professional judgment and are unobservable. Valuation techniques remained the same for this reporting period. Valuation techniques remained the same for this reporting period.

A fair value assessment was performed by staff during the 2024-25 financial year to account for inflation, Council applied the ABS index, "3020 Non-residential building construction NSW" to determine the valuation.

Other Structures

This asset class comprises sea wall, marine structures, retaining walls, playground equipment, sports field lighting, shade shelters, fencing, and other structures which did not meet the definition of a building.

Other Structures were valued using the cost approach in collaboration between APV Valuers and Asset Management and Council's experienced engineering staff, in 2021/22.

The cost approach has been utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimates of patterns of consumption, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. As such, these assets were all classified as having been valued using Level 3 valuation inputs. Valuation techniques remained the same for this reporting period.

A fair value assessment was performed by staff during the 2024-25 financial year to account for inflation, Council applied the ABS index, "3109 -Other heavy and civil engineering construction Australia, to determine the valuation.

Roads, Bridges and Footpaths

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D2-1 Fair value measurement (continued)

The road carriageway is defined as the trafficable portion of a road, between, but not including the kerb and gutter. This asset class includes Footpaths, Kerb and Gutter, Roundabouts, Speed humps, Traffic calming devices, Street Furniture, Bus Shelters and Guard rail fencing.

Council's roads are componentised into surface and pavement and further separated into segments for inspection and valuation. Footpaths and Kerb and Gutter are segmented to match the adjacent road segment where possible. The cost approach was utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimated pattern of consumption, asset condition and useful life, requiring extensive professional judgement, impacted significantly on the final determination of fair value.

This asset class is categorised as Level 3 as some of the above mentioned inputs used in the valuation of these assets require significant professional judgement and are therefore unobservable. Valuation techniques remained the same for this reporting period.

A fair value assessment was performed by staff during the 2024-25 financial year to account for inflation. In relation to the footpath category assets, Council has applied the ABS index, "3109 -Other heavy and civil engineering construction Australia, to determine the valuation as at 30 June 2025.

With respect to the Roads and Bridges asset categories, ABS index, "3101 -Road and bridge construction New South Wales, has been applied to determine the valuation as at 30 June 2025.

Swimming Pools

Assets within this class comprise Cabarita Swimming Centre and Drummoyne Swimming Centre. The pools were valued by Scott Fullarton Valuations Pty Ltd, Director Scott Fullarton, FAPI, Certified Practising Valuer, API Membership No 67557 as at 30 June 2022 using the cost approach.

The Gross Value of each building is obtained by applying a unit rate to a structure or a square metre rate to a building, based on its current replacement cost, which is the lowest cost of replacing the economic benefits of the existing asset using modern technology. While the swimming centres were physically inspected, inputs such as estimates of patterns of consumption, asset condition and useful life required extensive professional judgement.

The key unobservable input is the rate per square metre which has been benchmarked to construction costs of similar properties across the industry.

This asset class is categorised as level 3 as some of the inputs used in the valuation of these assets require significant professional judgment and are unobservable. Valuation techniques remained the same for this reporting period.

A fair value assessment was performed by staff during the 2024-25 financial year to account for inflation, Council applied the ABS index, "3109 -Other heavy and civil engineering construction Australia, to determine the valuation.

Stormwater Drainage

The Stormwater Drainage asset class consists of basins, pits and pipes, gross pollutant traps, open channels and culverts. The valuation for this asset class was performed by the Council's internal engineering team. The gross value of the infrastructure assets are determined using rates stipulated in contracts with third party suppliers, which is a key observable input.

Stormwater Drainage assets were last externally valued as at 30 June 2021. The valuations also included assessment of the overall useful life of each type of asset and the subsequent determination of the remaining useful life of each asset.

This asset class is categorised as Level 3 as some of the above mentioned inputs used in the valuation of these assets require significant professional judgement and are therefore unobservable. Valuation techniques remained the same for this reporting period.

A fair value assessment was performed by staff during the 2024-25 financial year to account for inflation, Council applied the ABS index, "3109 -Other heavy and civil engineering construction Australia, to determine the valuation.

Other Assets – Library Books'

Assets included in this asset category consist of library books, Ebooks, Online journals, magazines, CDs and DVDs which are recognised and valued at cost. Council assumes that the carrying amount reflects the fair value of the assets due to the nature of the items. There are no major variances between the fair value and carrying amount of these assets. Therefore these assets are disclosed at fair value in the notes.

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D2-1 Fair value measurement (continued)

Whilst these assets are recognised at cost with supporting supplier invoices (observable input), the remaining significant inputs (useful life, pattern of consumption, and asset condition) are unobservable and therefore categorised as level 3.

Valuation techniques remained the same for this reporting period.

Fair value measurements using significant unobservable inputs (level 3)

The following table summarises the quantitative information relating to the significant unobservable inputs used in deriving the various level 3 asset class fair values.

\$ '000	Fair value (30/6/25) 2025	Valuation technique/s	Unobservable inputs
Investment properties			
Investment Property	16,793	Review of market conditions by an Independent Qualified Valuer (Market approach)	Estimated rental value (/m2) Rental yield (per annum)
Infrastructure, property, plant and equipment			
Plant & Equip, Office Equipment, Furn & Fittings	9,188	Cost used to approximate fair value (Cost approach)	Gross Replacement Useful Life Residual Value Remaining Useful Life
Operational Land	244,542	Qualified Valuer (Cost approach)	Price per square metre
Community Land	179,376	Land Values obtained from NSW Valuer General (Cost approach)	Land Value, Land Area
Land under Roads	1,281,827	Municipal average m2 rate of properties land values as determined by the NSW Valuer General. A 90% discount rate is applied to reflect the restricted nature of LUR (Cost approach)	Land Value, Land Area
Land Improvements - Depreciable	28,075	Cost used to approximate fair value (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life
Buildings	242,402	Qualified Valuer (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life
Other structures	135,546	Cost used to approximate fair value (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life
Roads bridges footpaths	439,757	Unit rates per m2 or length (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life
Swimming pools	9,535	Qualified Valuer (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life
Stormwater drainage	106,868	Unit rates per m2 or length (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life
Other assets -Library Books -Public Art -Other and Work In Progress	3,239	Cost used to approximate fair value (Cost approach)	Gross Replacement Useful Life Asset Condition Remaining Useful Life

Non-current assets classified as 'held for sale'

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

D2-1 Fair value measurement (continued)

\$ '000	Fair value (30/6/25) 2025	Valuation technique/s	Unobservable inputs
Non-current assets classified as 'held for sale'	34,750	Review of market conditions by an Independent Qualified Valuer (Market approach)	Estimated rental value (/m2) Rental yield (per annum)

A reconciliation of the movements in recurring fair value measurements allocated to Level 3 of the hierarchy is provided below:

\$ '000	Plant & Equip, Office Equipment, Furn & Fittings		Operational Land		Community Land		Land under Roads	
	2025	2024	2025	2024	2025	2024	2025	2024
Opening balance	8,793	6,834	218,464	216,050	173,863	185,041	1,239,306	1,361,165
Total gains or losses for the period								
Other movements								
Transfers from/(to) another asset class	25	—	—	—	—	—	—	—
Purchases (GBV)	2,609	3,391	—	—	247	—	—	109
Disposals (WDV)	(1,257)	(597)	—	—	—	—	(600)	—
Depreciation and impairment	(982)	(835)	—	—	—	—	—	—
Revaluations	—	—	26,078	2,414	5,266	(11,178)	43,121	(121,968)
Closing balance	9,188	8,793	244,542	218,464	179,376	173,863	1,281,827	1,239,306

\$ '000	Land Improvements - Depreciable		Buildings		Other structures		Roads bridges footpaths	
	2025	2024	2025	2024	2025	2024	2025	2024
Opening balance	24,166	19,607	240,858	260,703	125,887	124,306	436,372	409,791
Total gains or losses for the period								
Other movements								
Transfers from/(to) another asset class	2,171	1,768	725	(33,926)	96	(4,586)	2,011	2,100
Purchases (GBV)	1,832	3,241	7,127	2,214	9,256	3,898	5,288	9,454
Disposals (WDV)	(401)	(570)	(106)	(333)	(960)	(800)	(1,596)	(2,387)
Depreciation and impairment	(735)	(626)	(4,572)	(4,345)	(3,460)	(3,267)	(6,337)	(5,961)
Revaluations	1,042	746	(1,630)	16,546	4,727	6,336	4,019	23,375
Closing balance	28,075	24,166	242,402	240,859	135,546	125,887	439,757	436,372

\$ '000	Swimming pools		Stormwater drainage		Other assets		Investment Property	
	2025	2024	2025	2024	2025	2024	2025	2024
Opening balance	8,948	8,666	105,699	100,990	3,037	3,274	45,376	42,120
Total gains or losses for the period								
Other movements								
Transfers from/(to) another asset class	135	—	84	964	13	(154)	(34,750)	—
Purchases (GBV)	472	—	844	1,591	816	511	—	2
Disposals (WDV)	—	—	(675)	(36)	—	—	—	—
Depreciation and impairment	(184)	(176)	(1,682)	(1,625)	(627)	(594)	—	—
Revaluations	164	458	2,598	3,815	—	—	6,167	3,254
Closing balance	9,535	8,948	106,868	105,699	3,239	3,037	16,793	45,376

\$ '000	Assets classified as 'held for sale'		Total	
	2025	2024	2025	2024

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

D2-1 Fair value measurement (continued)

\$ '000	Assets classified as 'held for sale'		Total	
	2025	2024	2025	2024
Opening balance	–	–	2,630,769	2,738,547
Transfers from/(to) another asset class	34,750	–	5,260	(33,834)
Purchases (GBV)	–	–	28,491	24,411
Disposals (WDV)	–	–	(5,595)	(4,723)
Depreciation and impairment	–	–	(18,579)	(17,429)
Revaluations	–	–	91,552	(76,202)
Closing balance	34,750	–	2,731,898	2,630,770

Highest and best use

The following non-financial assets of Council are being utilised at other than their highest and best use:

Car Parks

Land could be redeveloped.

All other non-financial assets are considered to be utilised for their highest and best use.

D3-1 Contingencies

The following assets and liabilities do not qualify for recognition in the Statement of Financial Position, but their knowledge and disclosure is considered relevant to the users of Council's financial report.

LIABILITIES NOT RECOGNISED

1. Guarantees

(i) Defined benefit superannuation contribution plans

Council is party to an Industry Defined Benefit Plan under Active Super – Pool B (the Scheme) which is a defined benefit plan that has been deemed to be a 'multi-employer fund' for purposes of AASB 119 *Employee Benefits* for the following reasons:

- Assets are not segregated within the sub-group according to the employees of each sponsoring employer.
- The contribution rates have been the same for all sponsoring employers. That is, contribution rates have not varied for each sponsoring employer according to the experience relating to the employees of that sponsoring employer.
- Benefits for employees of all sponsoring employers are determined according to the same formula and without regard to the sponsoring employer.
- The same actuarial assumptions are currently used in respect of the employees of each sponsoring employer.

Given the factors above, each sponsoring employer is exposed to the actuarial risks associated with current and former employees of other sponsoring employers, and hence shares in the associated gains and losses (to the extent that they are not borne by members).

Description of the funding arrangements.

Pooled Employers are required to pay future service employer contributions and past service employer contributions to the Fund.

The future service employer contributions were determined using the new entrant rate method under which a contribution rate sufficient to fund the total benefits over the working life-time of a typical new entrant is calculated. The current future service employer contribution rates are:

Division B	1.9 times member contributions for non-180 Point Members; Nil for 180 Point Members*
Division C	2.5% of salary
Division D	1.64 times member contributions

* For 180 Point Members, Employers are required to contribute 9.5% from 1 July 2025 of salaries to these members' accumulation accounts in line with current level of SG contributions, which are paid in addition to members' defined benefits.

The past service contribution for each Pooled Employer is a share of the total past service contributions of \$20.0 million per annum for 1 January 2022 to 31 December 2024, apportioned according to each employer's share of the accrued liabilities as at 30 June. Given the funding position of the Fund as at 30 June 2024, it was recommended to cease these past service contributions effective 1 January 2025.

The adequacy of contributions is assessed at each actuarial investigation which will be conducted annually, the next of which is due effective 30 June 2025.

Description of the extent to which Council can be liable to the plan for other Council's obligations under the terms and conditions of the multi-employer plan

As stated above, each sponsoring employer (Council) is exposed to the actuarial risks associated with current and former employees of other sponsoring employers and hence shares in the associated gains and losses.

However, there is no relief under the Fund's trust deed for employers to walk away from their defined benefit obligations. Under limited circumstances, an employer may withdraw from the plan when there are no active members, on full payment of outstanding additional contributions. There is no provision for allocation of any surplus which may be present at the date of withdrawal of the Council.

There are no specific provisions under the Fund's trust deed dealing with deficits or surplus on wind-up.

There is no provision for allocation of any surplus which may be present at the date of withdrawal of an employer.

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D3-1 Contingencies (continued)

The amount of Council employer contributions to the defined benefit section of the Local Government Superannuation Scheme and recognised as an expense for the year ending 30 June 2025 was \$166,581.70. The last valuation of the Scheme was performed by fund actuary, Richard Boyfield, FIAA as at 30 June 2024.

The amount of additional contributions included in the total employer contribution advised above is \$48,802.74
Council's expected contribution to the plan for the next annual reporting period is \$23,766.24

The estimated employer reserves financial position for the Pooled Employers at 30 June 2025 is:

Employer reserves only *	\$millions	Asset Coverage
Assets	2,197.6	
Past Service Liabilities	2,092.0	105.0%
Vested Benefits	2,130.4	103.2%

* excluding other accumulation accounts and reserves in both assets and liabilities.

The share of this deficit that is broadly attributed to the Council is estimated to be 0.52% as at 30 June 2025.

Council's share of that deficiency cannot be accurately calculated as the Scheme is a mutual arrangement where assets and liabilities are pooled together for all member councils. For this reason, no liability for the deficiency has been recognised in Council's accounts. Council has a possible obligation that may arise should the Scheme require immediate payment to correct the deficiency.

The key economic long term assumptions used to calculate the present value of accrued benefits are:

Investment return	6.0% per annum
Salary inflation	3.5% per annum
Increase in CPI	2.5% per annum

The contribution requirements may vary from the current rates if the overall sub-group experience is not in line with the actuarial assumptions in determining the funding program; however, any adjustment to the funding program would be the same for all sponsoring employers in the Pooled Employers group.

Please note that the estimated employer reserves financial position above is a preliminary calculation, and once all the relevant information has been received by the Funds Actuary, the final end of year review will be completed by December 2025.

(ii) Statewide Limited

Council is a member of Statewide Mutual, a mutual pool scheme providing liability insurance to local government.

Membership includes the potential to share in either the net assets or liabilities of the fund depending on its past performance. Council's share of the net assets or liabilities reflects Council's contributions to the pool and the result of insurance claims within each of the fund years.

The future realisation and finalisation of claims incurred but not reported to 30 June this year may result in future liabilities or benefits as a result of past events that Council will be required to fund or share in respectively.

(iii) StateCover Limited

Council is a member of StateCover Mutual Limited and holds a partly paid share in the entity.

StateCover is a company providing workers compensation insurance cover to the NSW local government industry and specifically Council.

Council has a contingent liability to contribute further equity in the event of the erosion of the company's capital base as a result of the company's past performance and/or claims experience or as a result of any increased prudential requirements from APRA.

These future equity contributions would be required to maintain the company's minimum level of net assets in accordance with its licence requirements.

(iv) Other guarantees

Council has provided no other guarantees other than those listed above.

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D3-1 Contingencies (continued)

2. Other liabilities

(i) Third party claims

The Council is involved from time to time in various claims incidental to the ordinary course of business including claims for damages relating to its services.

Council believes that it is appropriately covered for all claims through its insurance coverage and does not expect any material liabilities to eventuate.

(ii) Potential land acquisitions due to planning restrictions imposed by Council

Council has classified a number of privately owned land parcels as local open space or bushland.

As a result, where notified in writing by the various owners, Council will be required to purchase these land parcels.

At reporting date, reliable estimates as to the value of any potential liability (and subsequent land asset) from such potential acquisitions has not been possible.

ASSETS NOT RECOGNISED

(i) Contingent Assets

A number of Court proceedings were either finalised or remained in progress as at 30 June 2025.

Council may be awarded costs in relation to some or all of these cases and accordingly, at year end, a potential asset exists. Due to limited information available relating to the status of these cases, Council is unable to determine the value of costs that may be awarded in its favour.

E People and relationships

E1 Related party disclosures

E1-1 Key management personnel (KMP)

Key management personnel (KMP) of the council are those persons having the authority and responsibility for planning, directing and controlling the activities of the council, directly or indirectly.

The aggregate amount of KMP compensation included in the Income Statement is:

\$ '000	2025	2024
Compensation:		
Short-term benefits	1,987	1,968
Other long-term benefits	22	15
Total	2,009	1,983

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

E1-2 Councillor and Mayoral fees and associated expenses

\$ '000	2025	2024
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The aggregate amount of Councillor and Mayoral fees and associated expenses included in materials and services expenses in the Income Statement are:

Mayoral fee	47	47
Councillors' fees	188	182
Other Councillors' expenses (including Mayor)	64	43
Total	299	272

E2 Other relationships

E2-1 Audit fees

\$ '000	2025	2024
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During the year, the following fees were incurred for services provided by the auditor of Council, related practices and non-related audit firms

Auditors of the Council - NSW Auditor-General:

(i) Audit and other assurance services

Audit and review of financial statements

	128	125
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Remuneration for audit and other assurance services	128	125
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Total Auditor-General remuneration	128	125
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Non NSW Auditor-General audit firms

(i) Audit and other assurance services

Other audit and assurance services

	3	1
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Remuneration for audit and other assurance services	3	1
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Total remuneration of non NSW Auditor-General audit firms	3	1
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Total audit fees	131	126
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F Other matters

F1-1 Statement of Cash Flows information

Reconciliation of Operating Result

\$ '000	2025	2024
Net operating result from Income Statement	70,078	62,863
Add / (less) non-cash items:		
Depreciation and amortisation	18,953	17,763
(Gain) / loss on disposal of assets	3,684	3,881
Non-cash capital grants and contributions	(3,324)	(120)
Losses/(gains) recognised on fair value re-measurements through the P&L:		
– Investment property	(6,167)	(3,254)
Movements in operating assets and liabilities and other cash items:		
(Increase) / decrease of receivables	(6,455)	(72)
Increase / (decrease) in provision for impairment of receivables	5,174	(177)
(Increase) / decrease of inventories	102	(61)
(Increase) / decrease of other current assets	811	6
(Increase) / decrease of contract asset	(911)	(846)
Increase / (decrease) in payables	2,779	(452)
Increase / (decrease) in other accrued expenses payable	3,789	2,837
Increase / (decrease) in other liabilities	1,715	354
Increase / (decrease) in contract liabilities	3,688	(9,233)
Increase / (decrease) in employee benefit provision	1,123	350
Increase / (decrease) in other provisions	14	(117)
Net cash flows from operating activities	95,053	73,722

F2-1 Commitments

Capital commitments (exclusive of GST)

\$ '000	2025	2024
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Capital expenditure committed for at the reporting date but not recognised in the financial statements as liabilities:

Property, plant and equipment

Buildings	1,588	714
Plant and equipment	–	340
Recreational projects	780	7,016
Roads, bridges and footpaths	1,298	1,035
Stormwater drainage	226	177
Seawalls	188	384
Other	592	215
Total commitments	4,672	9,881

These expenditures are payable as follows:

Within the next year	4,672	9,881
Total payable	4,672	9,881

Sources for funding of capital commitments:

Section 7.11 and 64 funds/reserves	2,483	2,122
Unexpended grants	706	3,330
Externally restricted reserves	2	356
Internally restricted reserves	1,481	4,073
Total sources of funding	4,672	9,881

Details of capital commitments

Capital expenditure commitments relate to projects budgeted for in 2024-25 but which had not been completed by June 30. The unexpended budget amount has been carried forward to 2025-26 to enable these projects to be completed.

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

F3-1 Events occurring after the reporting date

Council is unaware of any material or significant 'non-adjusting events' that should be disclosed.

F4 Statement of developer contributions

F4-1 Summary of developer contributions

\$ '000	Opening balance at 1 July 2024	Contributions received during the year			Interest and investment income earned	Amounts expended	Internal borrowings	Held as restricted asset at 30 June 2025	Cumulative balance of internal borrowings (to)/from
		Cash	Non-cash Land	Non-cash Other					
Roads	2,871	–	–	–	–	–	–	2,871	–
Open space	14,489	5,156	–	–	377	(3,620)	–	16,402	–
Community facilities	4,861	1,399	–	–	102	(3,687)	–	2,675	–
Community infrastructure	599	1,623	–	–	290	(397)	–	2,115	–
Administration	507	258	–	–	17	(99)	–	683	–
Active Transport	(2,071)	434	–	–	33	(43)	–	(1,647)	–
Public Domain	4,166	9,290	–	–	458	(766)	–	13,148	–
S7.11 contributions – under a plan	25,422	18,160	–	–	1,277	(8,612)	–	36,247	–
S7.12 levies – under a plan	3,848	1,906	–	–	159	(2,535)	–	3,378	–
Total S7.11 and S7.12 revenue under plans	29,270	20,066	–	–	1,436	(11,147)	–	39,625	–
S7.4 planning agreements	40,314	574	–	2,445	1,331	(31,689)	–	10,530	–
SEPP Affordable housing agreements	15,223	37,580	–	–	1,397	–	–	54,200	–
Total contributions	84,807	58,220	–	2,445	4,164	(42,836)	–	104,355	–

Under the *Environmental Planning and Assessment Act 1979*, local infrastructure contributions, also known as developer contributions, are charged by councils when new development occurs. They help fund infrastructure like parks, community facilities, local roads, footpaths, stormwater drainage and traffic management. It is possible that the funds contributed may be less than the cost of this infrastructure, requiring Council to borrow or use general revenue to fund the difference.

F4-2 Developer contributions by plan

\$ '000	Opening balance at 1 July 2024	Contributions received during the year			Interest and investment income earned	Amounts expended	Internal borrowings	Held as restricted asset at 30 June 2025	Cumulative balance of internal borrowings (to)/from
		Cash	Non-cash Land	Non-cash Other					
S7.11 contributions – under a plan									
Contribution Plan - Canada Bay									
Open Space	11,475	945	–	–	169	(3,296)	–	9,293	–
Community facilities	2,466	256	–	–	46	(136)	–	2,632	–
Community infrastructure	592	1,623	–	–	290	(397)	–	2,108	–
Administration	402	33	–	–	6	(82)	–	359	–
Active Transport	(2,150)	79	–	–	14	(16)	–	(2,073)	–
Total	12,785	2,936	–	–	525	(3,927)	–	12,319	–

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City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

F4-2 Developer contributions by plan (continued)

	Opening balance at 1 July 2024	Contributions received during the year			Interest and investment income earned	Amounts expended	Internal borrowings	Held as restricted asset at 30 June 2025	Cumulative balance of internal borrowings (to)/from
\$ '000		Cash	Non-cash Land	Non-cash Other					
CONTRIBUTION PLAN - Concord area (Rhodes)									
Roads	2,871	-	-	-	-	-	-	2,871	-
Open space	3,012	4,211	-	-	208	(324)	-	7,107	-
Community facilities	2,392	1,143	-	-	56	(3,551)	-	40	-
Administration	105	225	-	-	11	(17)	-	324	-
Traffic facilities	69	355	-	-	18	(27)	-	415	-
Public Domain	4,166	9,290	-	-	458	(766)	-	13,148	-
Total	12,615	15,224	-	-	751	(4,685)	-	23,905	-
CONTRIBUTION PLAN - Concord area (Strathfield triangle)									
Open space	2	-	-	-	-	-	-	2	-
Community facilities	1	-	-	-	-	-	-	1	-
Public Domain	7	-	-	-	-	-	-	7	-
Land Acquisition	10	-	-	-	1	-	-	11	-
Total	20	-	-	-	1	-	-	21	-
CONTRIBUTION PLAN - Breakfast point community enhancement									
Community facilities	2	-	-	-	-	-	-	2	-
Active Transport	-	-	-	-	-	-	-	-	-
Total	2	-	-	-	-	-	-	2	-

S7.12 Levies – under a plan

CONTRIBUTION PLAN									
Other	3,848	1,906	-	-	159	(2,535)	-	3,378	-
Total	3,848	1,906	-	-	159	(2,535)	-	3,378	-

F4-3 S7.4 planning agreements

S7.4 planning agreements									
Strathfield triangle	585	-	-	-	25	-	-	610	-
Rhodes general	36,461	574	-	-	1,008	(31,371)	-	6,672	-
Canada Bay general	2,298	-	-	2,445	257	(318)	-	2,237	-
Breakfast Point	970	-	-	-	41	-	-	1,011	-
Total	40,314	574	-	2,445	1,331	(31,689)	-	10,530	-

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

	Opening balance at 1 July 2024	Contributions received during the year		Non-cash Other	Interest and investment income earned	Amounts expended	Internal borrowings	Held as restricted asset at 30 June 2025	Cumulative balance of internal borrowings (to)/from
\$ '000		Cash	Non-cash Land						
F4-4 SEPP Affordable housing									
SEPP Affordable housing agreements									
SEPP Affordable housing agreements	15,223	37,580	—	—	1,397	—	—	54,200	—
Total	15,223	37,580	—	—	1,397	—	—	54,200	—

End of the audited financial statements

City of Canada Bay Council | Notes to the Financial Statements 30 June 2025

G1 Statement of performance measures

G1-1 Statement of performance measures – consolidated results

\$ '000	Amounts 2025	Indicator 2025	2024	Indicators 2023	2022	Benchmark
1. Operating performance ratio						
Total continuing operating revenue excluding capital grants and contributions less operating expenses ^{1,2}	6,098	4.76%	2.28%	(1.52)%	0.34%	> 0.00%
Total continuing operating revenue excluding capital grants and contributions ¹	128,229					
2. Own source operating revenue ratio						
Total continuing operating revenue excluding all grants and contributions ¹	121,709	62.45%	60.92%	66.13%	56.98%	> 60.00%
Total continuing operating revenue	194,899					
3. Unrestricted current ratio						
Current assets less all external restrictions	114,345	3.28x	4.02x	4.14x	2.99x	> 1.50x
Current liabilities less specific purpose liabilities	34,842					
4. Debt service cover ratio						
Operating result before capital excluding interest and depreciation/impairment/amortisation ¹	25,639	18.33x	11.44x	7.08x	17.98x	> 2.00x
Principal repayments (Statement of Cash Flows) plus borrowing costs (Income Statement)	1,399					
5. Rates and annual charges outstanding percentage						
Rates and annual charges outstanding	2,783	3.72%	3.99%	4.05%	3.93%	< 5.00%
Rates and annual charges collectable	74,726					
6. Cash expense cover ratio						
Current year's cash and cash equivalents plus all term deposits	171,602	18.35	15.95	13.00	16.44	> 3.00
Monthly payments from cash flow of operating and financing activities	9,353	months	months	months	months	months

(1) Excludes fair value increments on investment properties, reversal of revaluation decrements, reversal of impairment losses on receivables, net gain on sale of assets and net share of interests in joint ventures and associates using the equity method and includes pensioner rate subsidies

(2) Excludes impairment/revaluation decrements of IPPE, fair value decrements on investment properties, net loss on disposal of assets and net loss on share of interests in joint ventures and associates using the equity method

G Additional Council disclosures (unaudited)

G1-2 Financial review

Key financial figures of Council over the past 5 years

\$ '000	2025	2024	2023	2022	2021
Inflows:					
Rates and annual charges revenue	71,585	67,310	60,193	58,678	57,028
User charges revenue	28,590	21,446	17,675	16,706	17,835
Interest and investment revenue (losses)	9,385	7,413	4,214	1,366	1,324
Grants income – operating and capital	12,524	17,490	24,987	53,969	24,951
Total income from continuing operations	201,079	179,904	145,340	148,510	151,878
Sale proceeds from IPPE	1,910	841	5,562	4,011	270
New loan borrowings and advances	–	–	–	15,000	–
Outflows:					
Employee benefits and on-cost expenses	51,227	45,409	41,352	37,065	37,269
Borrowing costs	588	633	699	84	119
Materials and contracts expenses	44,170	42,229	38,562	35,267	33,031
Total expenses from continuing operations	131,001	117,041	104,687	94,582	94,158
Total cash purchases of IPPE	64,534	43,344	60,683	87,684	38,067
Total loan repayments (incl. leases)	811	1,206	1,381	745	782
Operating surplus/(deficit) (excl. capital income)	3,408	2,182	2,433	(1,367)	(12)
Financial position figures					
Current assets	189,002	155,613	109,927	120,846	149,250
Current liabilities	53,834	43,589	48,728	54,034	60,746
Net current assets	135,168	112,024	61,199	66,812	88,504
Available working capital (Unrestricted net current assets)	34,618	10,083	9,917	9,050	14,826
Cash and investments – unrestricted	15,300	10,076	9,358	5,067	20,853
Cash and investments – internal restrictions	50,795	48,218	45,832	46,291	35,097
Cash and investments – total	208,902	178,543	149,356	152,174	176,125
Total borrowings outstanding (loans, advances and finance leases)	12,724	13,516	14,690	16,030	1,611
Total value of IPPE (excl. land and earthworks)	1,460,807	1,373,237	1,286,991	1,192,896	1,028,544
Total accumulated depreciation	399,198	366,586	352,820	337,480	322,878
Indicative remaining useful life (as a % of GBV)	73%	73%	73%	72%	69%

Source: published audited financial statements of Council (current year and prior year)

G1-3 Council information and contact details

Principal place of business:

1A Marlborough Street
Drummoyne NSW 2047

Contact details**Mailing Address:**

Locked Bag 1470
Drummoyne NSW 1470

Telephone: 02 9911 6555

Opening hours:

8:30am - 4:30pm
Monday to Friday

Internet: www.canadabay.nsw.gov.au

Email: council@canadabay.nsw.gov.au

Officers**General Manager**

John Clark

Responsible Accounting Officer

Evan Hutchings

Public Officer

Mrs Melissa Lee

Auditors

Audit Office of New South Wales
Level 19, Darling Park Tower 2
201 Sussex Street, Sydney NSW 2000
GPO Box 12, Sydney NSW 2001
audit.nsw.gov.au

Elected members**Mayor**

Michael Megna

Councillors

Cr Sylvia Alafaci
Cr. Anthony Bazouni
Cr Maria Cirillo
Cr. Andrew Ferguson
Cr. Charles Jago
Cr David Mansford
Cr Mas Meuross
Cr Hugo Robinson

Other information

ABN: 79 130 029 350



INDEPENDENT AUDITOR'S REPORT

Report on the general purpose financial statements

City of Canada Bay Council

To the Councillors of City of Canada Bay Council

Opinion

I have audited the accompanying financial statements of City of Canada Bay Council (the Council), which comprise the Statement by Councillors and Management, the Income Statement and Statement of Comprehensive Income for the year ended 30 June 2025, the Statement of Financial Position as at 30 June 2025, the Statement of Changes in Equity and Statement of Cash Flows for the year then ended, and notes to the financial statements, including material accounting policy information and other explanatory information.

In my opinion:

- the Council's accounting records have been kept in accordance with the requirements of the *Local Government Act 1993*, Chapter 13, Part 3, Division 2 (the Division)
- the financial statements:
 - have been prepared, in all material respects, in accordance with the requirements of the Division
 - are, in all material respects, consistent with the Council's accounting records
 - present fairly, in all material respects, the financial position of the Council as at 30 June 2025, and of its financial performance and its cash flows for the year then ended in accordance with Australian Accounting Standards
- all information relevant to the conduct of the audit has been obtained
- no material deficiencies in the accounting records or financial statements have come to light during the audit.

My opinion should be read in conjunction with the rest of this report.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under the standards are described in the 'Auditor's Responsibilities for the Audit of the Financial Statements' section of my report.

I am independent of the Council in accordance with the requirements of the:

- Australian Auditing Standards
- Accounting Professional and Ethical Standards Board's APES 110 'Code of Ethics for Professional Accountants (including Independence Standards)' (APES 110).

Parliament promotes independence by ensuring the Auditor-General and the Audit Office of New South Wales are not compromised in their roles by:

- providing that only Parliament, and not the executive government, can remove an Auditor-General
- mandating the Auditor-General as auditor of councils
- precluding the Auditor-General from providing non-audit services.

I have fulfilled my other ethical responsibilities in accordance with APES 110.

I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Other Information

The Council's annual report for the year ended 30 June 2025 includes other information in addition to the financial statements and my Independent Auditor's Report thereon. The Councillors are responsible for the other information. At the date of this Independent Auditor's Report, the other information I have received comprise:

- G1-1 statement of performance measures
- G1-2 financial review
- Special Schedules (the Schedules).

My opinion on the financial statements does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information. However, as required by the *Local Government Act 1993*, I have separately expressed an opinion on the Special Schedule - Permissible income for general rates.

In connection with my audit of the financial statements, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or my knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work I have performed, I conclude there is a material misstatement of the other information, I must report that fact.

I have nothing to report in this regard.

The Councillors' Responsibilities for the Financial Statements

The Councillors are responsible for the preparation and fair presentation of the financial statements in accordance with Australian Accounting Standards and the *Local Government Act 1993*, and for such internal control as the Councillors determine is necessary to enable the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Councillors are responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to:

- obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- issue an Independent Auditor's Report including my opinion.

Reasonable assurance is a high level of assurance, but does not guarantee an audit conducted in accordance with Australian Auditing Standards will always detect material misstatements.

Misstatements can arise from fraud or error. Misstatements are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions users take based on the financial statements.

A description of my responsibilities for the audit of the financial statements is located at the Auditing and Assurance Standards Board website at: www.auasb.gov.au/auditors_responsibilities/ar4.pdf. The description forms part of my auditor's report.

The scope of my audit does not include, nor provide assurance:

- that the Council carried out its activities effectively, efficiently and economically
- on the Original Budget information included in the Income Statement, Statement of Cash Flows, and Note B5-1 'Material budget variations'
- on the Special Schedules. A separate opinion has been provided on Special Schedule - Permissible income for general rates
- about the security and controls over the electronic publication of the audited financial statements on any website where they may be presented
- about any other information which may have been hyperlinked to/from the financial statements.



Mary Yuen
Delegate of the Auditor-General for New South Wales

23 October 2025
SYDNEY



Michael Megna
Mayor
City of Canada Bay Council
Locked Bag 1470
DRUMMOYNE NSW 1470

Contact: Mary Yuen
Phone no: 02 9275 7215
Our ref: R008-1981756498-5530

23 October 2025

Dear Mayor

**Report on the Conduct of the Audit
for the year ended 30 June 2025
City of Canada Bay Council**

I have audited the general purpose financial statements (GPFS) of the City of Canada Bay Council (the Council) for the year ended 30 June 2025 as required by section 415 of the *Local Government Act 1993* (the Act).

I expressed an unmodified opinion on the Council's GPFS.

My audit procedures did not identify any instances of material non-compliance with the financial reporting requirements in Chapter 13, Part 3, Division 2 of the LG Act and the associated regulation or a material deficiency in the Council's accounting records or financial statements. The Council's:

- accounting records were maintained in a manner and form to allow the GPFS to be prepared and effectively audited
- staff provided all accounting records and information relevant to the audit.

This Report on the Conduct of the Audit (the Report) for the Council for the year ended 30 June 2025 is issued in accordance with section 417 of the Act. The Report:

- must address the specific matters outlined in the Local Government Code of Accounting Practice and Financial Reporting 2024-25
- may include statements, comments and recommendations that I consider to be appropriate based on the conduct of the audit of the GPFS.

This Report should be read in conjunction with my audit opinion on the GPFS issued under section 417(2) of the Act.

INCOME STATEMENT

Financial performance

	2025	2024	Variance
	\$m	\$m	%
Rates and annual charges revenue	71.6	67.3	↑ 6.4
Grants and contributions provided for operating purposes revenue	6.5	8.3	↓ 21.7
Grants and contributions provided for capital purposes revenue	66.7	60.7	↑ 9.9
Operating result from continuing operations	70.1	62.9	↑ 11.4
Net Operating result for the year before grants and contributions provided for capital purposes	3.4	2.2	↑ 54.5

Operating result from continuing operations

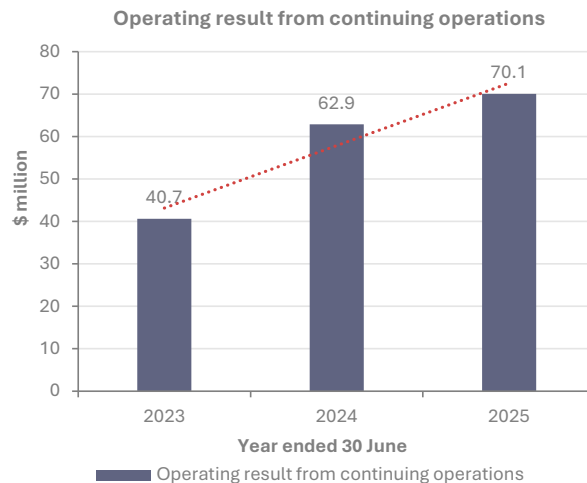
This graph shows the operating result from continuing operations for the current and prior two financial years.

Council's operating result from continuing operations for the year was \$7.2 million higher than the 2023–24 result.

In 2024-25:

- Total income from continuing operations (\$201.1 million) increased by \$21.2 million (11.8 per cent). Refer to 'Council revenue' below for details
- Total expenses from continuing operations (\$131.0 million) increased by \$14.0 million (11.9% increase). This is mainly due to \$5.8 million increase in employee benefits and on-costs and \$5.2 million impairment of user charges and fees receivables.

The net operating result for the year before grants and contributions provided for capital purposes was \$3.4 million. Refer to 'Grants and contributions revenue' below for details.



Income

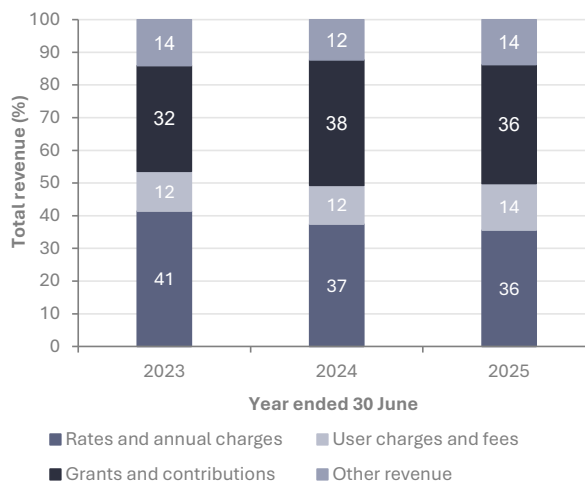
Council revenue

This graph shows the composition of Council's revenue recognised for the current and prior two financial years.

Council revenue (\$201.1 million) increased by \$21.2 million (11.8 per cent) in 2024–25 due to:

- rates and annual charges revenue (\$71.6 million) which increased by \$4.3 million (6.4 per cent) due to rate peg increase of 5.3 per cent and increase in total rateable properties from 38,707 in 2023-24 to 39,602 in 2024-25 (2.3 per cent)
- user charges and fees revenue (\$28.6 million) which increased by \$7.1 million (33.3 per cent) due to \$3.1m increase in occupancy of public land fees and charges revenue and \$2.1 mil increase in hoardings fees and charges revenue.
- grants and contributions revenue (\$73.2 million) which increased by \$4.2 million (6.1 per cent) – see additional details below.

Composition of Council Revenue



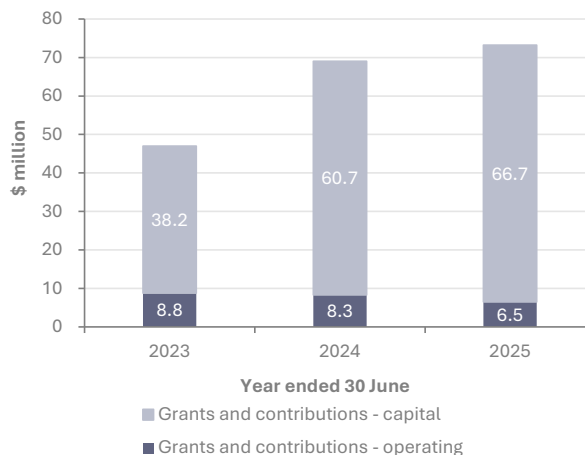
Grants and contributions revenue

This graph shows the amount of grants and contributions revenue recognised for the current and prior two financial years.

Grants and contributions revenue (\$73.2 million) increased by \$4.2 million (6.1 per cent) in 2024–25 due to:

- increase of \$9.2 million of developer contributions recognised during the year
- decrease of \$4.2 million of grants recognised for recreation and culture.

Grants and contributions revenue



CASH FLOWS

Statement of cash flows

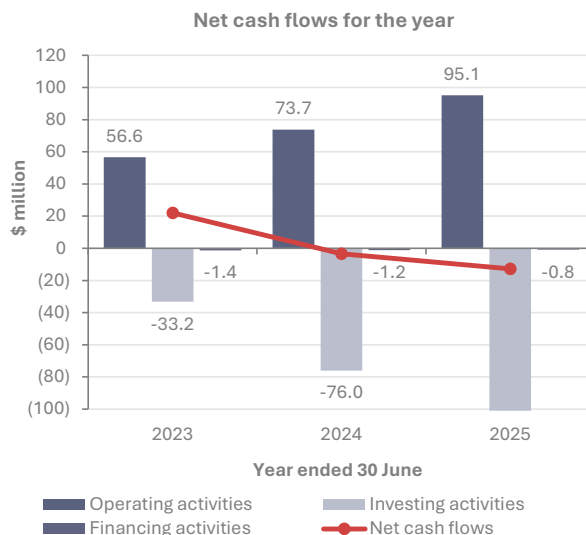
The Statement of Cash Flows details the Council's inflows and outflows of cash over a specific period. It helps in assessing the Council's ability to generate cash to fund its operations, pay off debts, and support future projects. It also aids in identifying any pressures or issues in the Council operating in a financially sustainable manner.

This graph shows the net cash flows for the current and prior two financial years.

The net cash flows for the year were negative \$10.8 million (negative \$3.5 million in 2023-24).

In 2024-25 the net cashflows:

- from operating activities increased by \$21.3 million, mainly due to \$13.4 million increase in receipts of grants and contributions and \$4.7 million increase in receipts of rates and charges
- used in investing activities increased by \$29.1 million, mainly due to increase of \$20.1 million in net purchase of property, plant and equipment and \$8.5 million increase in net acquisition of term deposits and investments.
- used in financing activities decreased by \$0.4 million, mainly due to \$0.4 million decrease in the repayment of borrowings during the year.



FINANCIAL POSITION

Cash, cash equivalents and investments

This section of the Report provides details of the amount of cash, cash equivalents and investments recorded by the Council at 30 June 2025.

Externally restricted funds are the cash, cash equivalents and investments that can only be used for specific purposes due to legal or contractual restrictions.

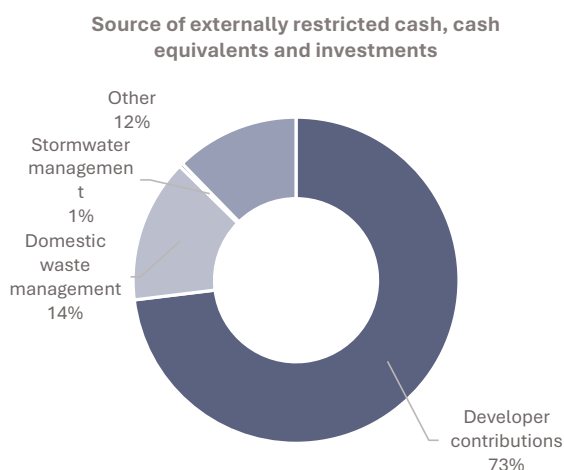
Cash, cash equivalents, and investments without external restrictions can be allocated internally by the elected Council's resolution or policy. These allocations are matters of Council policy and can be changed or removed by a Council resolution.

Cash, cash equivalents and investments	2025	2024	Percentage of total cash and investments 2025	Commentary
	\$m	\$m	%	
Total cash, cash equivalents and investments	208.9	178.5		Externally restricted balances are those which are only available for specific use due to a restriction placed by legislation or third-party contract. A breakdown of the sources of externally restricted balances is included in the graph below.
Restricted and allocated cash, cash equivalents and investments:				Internal allocations are determined by council policies or decisions, which are subject to change.
• External restrictions	142.8	120.2	68.4	The increase in the Council's externally restricted cash and investments were mainly due to \$19.5 million increase in the developer contributions cash holdings.
• Internal allocations	50.8	48.2	24.3	The Council's internally restricted cash and investments remained relatively stable.

This graph shows the sources of externally restricted cash, cash equivalents and investments.

In 2024-25 the Council's main sources of externally restricted cash, cash equivalents and investments include:

- developer contributions of \$104.4 million which increased by \$19.5 million, mainly due to \$62.4 million increase in section 7.4, 7.11, 7.12 and affordable housing (State Environmental Planning Policy) developer contributions cash receipts and \$42.8 million used for local infrastructure projects during the year
- domestic waste management charges of \$20.4 million which remained relatively stable with a slight increase of \$0.3 million.



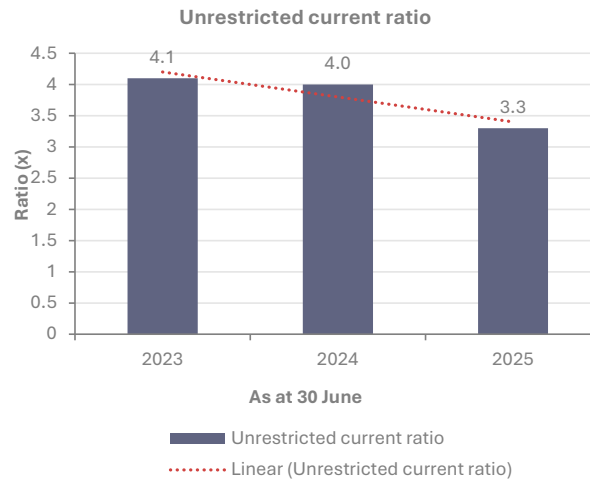
Council liquidity

This graph shows the Council's unrestricted current ratio for the current and prior two financial years.

The unrestricted current ratio is specific to local government and represents council's ability to meet its short-term obligations as they fall due. The ratio measures the ratio of unrestricted current assets to specific purpose liabilities.

In 2023-24, the average unrestricted current ratio was an average of 3.7x for metropolitan councils.

The Council's unrestricted current ratio has decreased compared with the prior year due to the proportionally larger increase in current liabilities compared to the increase in current assets.

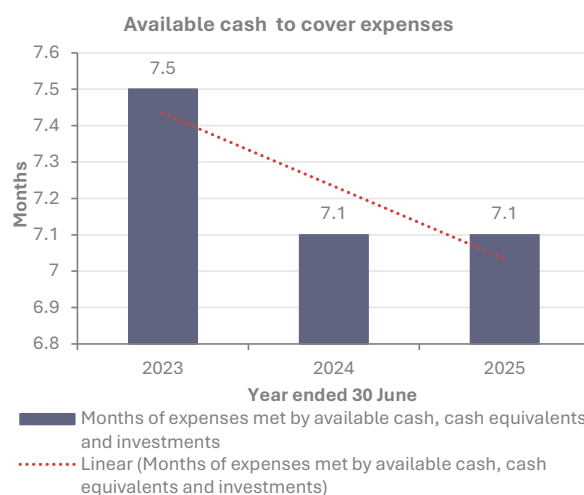


This graph shows the number of months of general fund expenses (excluding depreciation and borrowing costs), Council can fund from its available cash, cash equivalents and investments (not subject to external restrictions).

Further details on cash, cash equivalents and investments including the sources of external restrictions are included in the section above.

In 2023-24, the available cash to cover expenses was an average of 8 months for metropolitan councils.

The ratio has remained stable with no change from prior year.

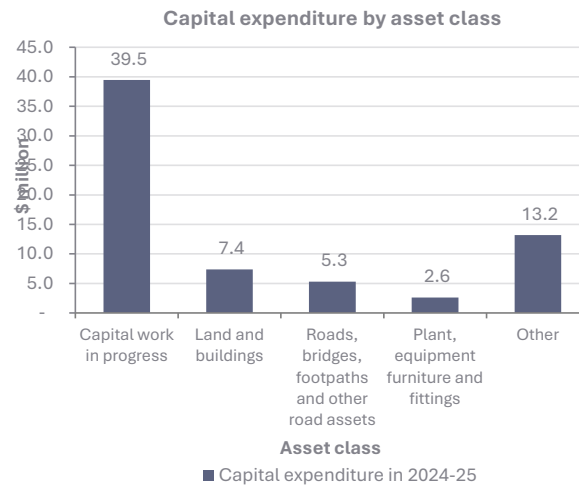


Infrastructure, property, plant and equipment

This graph shows how much the Council spent on renewing and purchasing assets in 2024-25.

Council renewed \$22.6 million of infrastructure, property, plant and equipment during the 2024-25 financial year. This was mainly spent on buildings, other structures, roads and capital work in progress.

A further \$45.3 million was spent on new assets including capital work in progress, buildings and plant and equipment.



Debt

The table below provides an overview of the Council's loans and committed borrowing facilities. Committed borrowing facilities are an element of liquidity management and include bank overdrafts, and credit cards.

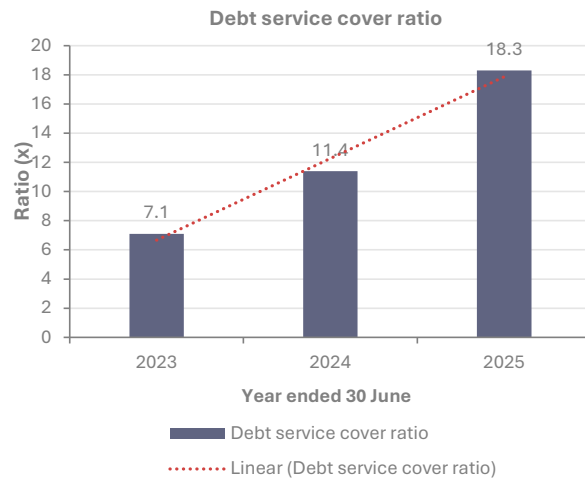
Debt	2025	2024	Commentary
	\$'000	\$'000	
Loans	12,724	13,516	Council has secured loans with NSW Treasury Corporation (TCorp) of \$12.7 million. The loans balance has decreased due to repayments made during the year.

Debt service cover

This graph shows the Council's debt service cover ratio for the current and prior two financial years.

The debt service cover ratio measures the operating cash to service debt including interest, principal and lease payments.

The increase in the ratio compared with the prior year was mainly due to the increase in operating result and decrease in the principal repayments and borrowing costs during the year.



Mary Yuen
Delegate of the Auditor-General for New South Wales

City of Canada Bay Council

SPECIAL SCHEDULES
for the year ended 30 June 2025



City of Canada Bay Council

Special Schedules

for the year ended 30 June 2025

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City of Canada Bay Council | Permissible income for general rates | for the year ended 30 June 2025

City of Canada Bay Council

Permissible income for general rates

\$ '000	Notes	Calculation 2024/25	Calculation 2025/26
Notional general income calculation ¹			
Last year notional general income yield	a	49,899	52,689
Plus or minus adjustments ²	b	83	520
Notional general income	c = a + b	49,982	53,209
Permissible income calculation			
Percentage increase	d	5.30%	4.69%
Plus percentage increase amount ³	f = d x (c + e)	2,649	2,495
Sub-total	g = (c + e + f)	52,631	55,704
Plus (or minus) last year's carry forward total	h	9	6
Less valuation objections claimed in the previous year	i	—	(55)
Sub-total	j = (h + i)	9	(49)
Total permissible income	k = g + j	52,640	55,655
Less notional general income yield	l	52,689	55,684
Catch-up or (excess) result	m = k - l	(49)	(29)
Plus income lost due to valuation objections claimed ⁴	n	55	46
Less unused catch-up greater than 10 years ⁵	o	—	—
Carry forward to next year ⁶	p = m + n + o	6	17

Notes

- (1) The notional general income will not reconcile with rate income in the financial statements in the corresponding year. The statements are reported on an accrual accounting basis which include amounts that relate to prior years' rates income.
- (2) Adjustments account for changes in the number of assessments and any increase or decrease in land value occurring during the year. The adjustments are called 'supplementary valuations' as defined in the *Valuation of Land Act 1916 (NSW)*.
- (3) The 'percentage increase' is inclusive of the rate-peg percentage, and/or special variation and/or Crown land adjustment (where applicable).
- (4) Valuation objections are unexpected changes in land values as a result of land owners successfully objecting to the land value issued by the Valuer General. Councils can claim the value of the income lost due to valuation objections in any single year.
- (5) Unused catch-up amounts or the rate peg balance amounts will be deducted if they are not caught up within ten years. Usually councils will have a nominal carry forward figure. These amounts can be adjusted for when setting the rates in a future year.
- (6) Carry-forward amounts which are in excess (an amount that exceeds the permissible income) require Ministerial approval by order published in the *NSW Government Gazette* in accordance with section 512 of the Act. The OLG will extract these amounts from Council's Permissible income for general rates Statement in the financial data return (FDR) to administer this process.

City of Canada Bay Council | Permissible income for general rates | for the year ended 30 June 2025

**INDEPENDENT AUDITOR'S REPORT****Special Schedule – Permissible income for general rates****City of Canada Bay Council**

To the Councillors of City of Canada Bay Council

Opinion

I have audited the accompanying Special Schedule – Permissible income for general rates (the Schedule) of City of Canada Bay Council (the Council) for the year ending 30 June 2026.

In my opinion, the Schedule is prepared, in all material respects in accordance with the requirements of the Local Government Code of Accounting Practice and Financial Reporting 2024–25 (LG Code) and is in accordance with the books and records of the Council.

My opinion should be read in conjunction with the rest of this report.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under the standards are described in the 'Auditor's Responsibilities for the Audit of the Schedule' section of my report.

I am independent of the Council in accordance with the requirements of the:

- Australian Auditing Standards
- Accounting Professional and Ethical Standards Board's APES 110 'Code of Ethics for Professional Accountants (including Independence Standards)' (APES 110).

Parliament promotes independence by ensuring the Auditor-General and the Audit Office of New South Wales are not compromised in their roles by:

- providing that only Parliament, and not the executive government, can remove an Auditor-General
- mandating the Auditor-General as auditor of councils
- precluding the Auditor-General from providing non-audit services.

I have fulfilled my other ethical responsibilities in accordance with APES 110.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Emphasis of Matter - Basis of Accounting

Without modifying my opinion, I draw attention to the special purpose framework used to prepare the Schedule. The Schedule has been prepared for the purpose of fulfilling the Council's reporting obligations under the LG Code. As a result, the Schedule may not be suitable for another purpose.

Other Information

The Council's annual report for the year ended 30 June 2025 includes other information in addition to the Schedule and my Independent Auditor's Report thereon. The Councillors are responsible for the other information. At the date of this Independent Auditor's Report, the other information I have received comprise the general purpose financial statements and Special Schedule 'Report on infrastructure assets' as at 30 June 2025.

My opinion on the Schedule does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information. However, as required by the *Local Government Act 1993*, I have separately expressed an opinion on the general purpose financial statements.

In connection with my audit of the Schedule, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the Schedule or my knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work I have performed, I conclude there is a material misstatement of the other information, I must report that fact.

I have nothing to report in this regard.

The Councillors' Responsibilities for the Schedule

The Councillors are responsible for the preparation of the Schedule in accordance with the LG Code. The Councillors' responsibility also includes such internal control as the Councillors determine is necessary to enable the preparation of the Schedule that is free from material misstatement, whether due to fraud or error.

In preparing the Schedule, the Councillors are responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting.

Auditor's Responsibilities for the Audit of the Schedule

My objectives are to:

- obtain reasonable assurance whether the Schedule as a whole is free from material misstatement, whether due to fraud or error
- issue an Independent Auditor's Report including my opinion.

Reasonable assurance is a high level of assurance, but does not guarantee an audit conducted in accordance with Australian Auditing Standards will always detect material misstatements. Misstatements can arise from fraud or error. Misstatements are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions users take based on the Schedule.

A description of my responsibilities for the audit of the Schedule is located at the Auditing and Assurance Standards Board website at: www.auasb.gov.au/auditors_responsibilities/ar8.pdf. The description forms part of my auditor's report.

City of Canada Bay Council | Permissible income for general rates | for the year ended 30 June 2025

The scope of my audit does not include, nor provide assurance:

- that the Council carried out its activities effectively, efficiently and economically
- about the security and controls over the electronic publication of the audited Schedule on any website where it may be presented
- about any other information which may have been hyperlinked to/from the Schedule.



Mary Yuen
Delegate of the Auditor-General for New South Wales

23 October 2025
SYDNEY

City of Canada Bay Council | Report on infrastructure assets as at 30 June 2025

City of Canada Bay Council

Report on infrastructure assets as at 30 June 2025

Asset Class	Asset Category	Estimated cost to bring assets to satisfactory standard	Estimated cost to bring assets to agreed level of service set by Council	2024/25 Required maintenance ^a	2024/25 Actual maintenance	Net carrying amount	Gross replacement cost (GRC)	Assets in condition as a percentage of gross replacement cost				
		\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	1	2	3	4	5
Buildings	Childcare Centres	–	–	205	255	11,375	18,135	0.0%	30.9%	69.1%	0.0%	0.0%
	Community Centres	–	–	1,065	1,450	48,482	64,466	26.3%	38.7%	35.1%	0.0%	0.0%
	Council Offices/Administration Centres	–	–	1,291	1,242	14,538	22,351	1.8%	0.0%	98.2%	0.0%	0.0%
	Leased/Commercial	201	201	395	528	42,168	50,209	54.4%	26.8%	17.1%	1.6%	0.0%
	Leisure Centre	–	–	751	795	36,943	43,955	72.6%	0.0%	27.4%	0.0%	0.0%
	Operational	100	100	277	310	12,613	19,263	7.9%	31.8%	58.4%	1.8%	0.1%
	Parks	1,565	1,565	1,430	1,361	71,662	85,768	67.2%	15.5%	10.1%	7.3%	0.0%
	Public Toilets	312	312	651	507	4,621	6,513	26.7%	40.0%	15.9%	15.8%	1.7%
	Sub-total	2,178	2,178	6,065	6,448	242,402	310,660	44.2%	21.2%	31.8%	2.7%	0.0%
Other structures	Marine – Structures	55	55	41	80	6,690	8,119	48.9%	37.8%	7.9%	5.4%	0.0%
	Marine – Sea Walls	9,072	9,072	85	9	48,947	107,691	4.7%	7.9%	45.3%	29.4%	12.7%
	Parks – Civil/Landscaping	296	296	3,397	3,136	29,514	36,542	50.7%	26.6%	17.0%	5.4%	0.3%
	Parks – Furniture / Monuments etc	303	303	–	–	28,954	37,269	42.2%	29.9%	22.6%	4.8%	0.6%
	Parks – Playgrounds	5	5	111	131	2,662	2,731	96.2%	1.0%	1.4%	1.4%	0.0%
	Parks – Playing Fields etc	15	15	3,504	3,454	15,353	17,879	59.6%	28.8%	10.9%	0.7%	0.0%
	Parks – Playing Courts	15	15	–	4	3,426	4,326	18.4%	70.7%	8.2%	2.8%	0.0%
	Sub-total	9,761	9,761	7,138	6,814	135,546	214,557	26.7%	19.0%	31.0%	16.9%	6.4%
Roads	Roads	–	–	–	–	–	–	0.0%	0.0%	0.0%	0.0%	0.0%
	Sealed Roads Surface	1,605	1,605	4,268	4,410	60,406	96,803	12.1%	28.7%	48.4%	9.6%	1.2%
	Road Pavement	988	988	–	–	150,196	211,454	4.2%	62.7%	30.0%	2.8%	0.3%
	Bridges	514	514	–	–	12,876	19,112	13.4%	43.4%	34.8%	2.0%	6.5%
	Footpaths/Cycleways	30	30	1,822	2,187	78,759	96,696	12.6%	85.5%	1.7%	0.2%	0.0%
	Kerb and Gutter	59	59	124	71	57,194	94,407	0.9%	21.6%	77.1%	0.5%	0.0%
	Roadside Assets	85	85	1,691	1,397	5,928	7,896	36.0%	30.8%	27.3%	4.5%	1.4%
	Traffic Facilities	70	70	176	218	15,877	19,870	26.2%	56.5%	14.8%	2.4%	0.1%
	Road Structures	5	5	40	32	4,104	4,670	76.0%	9.7%	13.5%	0.8%	0.1%
	Road Subbase	–	–	–	–	–	–	0.0%	0.0%	0.0%	0.0%	0.0%
	Road Formation	–	–	–	–	54,414	54,415	100.0%	0.0%	0.0%	0.0%	0.0%
	Other road assets (incl. bulk earth works)	–	–	2	1	–	–	0.0%	0.0%	0.0%	0.0%	0.0%
	Sub-total	3,356	3,356	8,123	8,316	439,757	605,323	16.9%	47.2%	32.5%	2.8%	0.6%

continued on next page ...

Page 7 of 11

City of Canada Bay Council

Report on infrastructure assets as at 30 June 2025 (continued)

Asset Class	Asset Category	Estimated cost to bring assets to satisfactory standard	Estimated cost to bring to the agreed level of service set by Council	2024/25 Required maintenance ^a	2024/25 Actual maintenance	Net carrying amount	Gross replacement cost (GRC)	Assets in condition as a percentage of gross replacement cost				
		\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	1	2	3	4	5
Stormwater drainage	Drainage Reticulation	7,507	7,507	484	639	99,366	160,097	10.5%	41.6%	29.1%	9.6%	9.3%
	Environmental Quality Devices	29	29	—	—	7,502	9,536	51.2%	14.9%	32.5%	1.0%	0.5%
	Sub-total	7,536	7,536	484	639	106,868	169,633	12.8%	40.1%	29.2%	9.1%	8.8%
Open space / recreational assets	Swimming pools	—	—	413	380	9,535	17,114	1.3%	0.5%	98.2%	0.0%	0.0%
	Sub-total	—	—	413	380	9,535	17,114	1.3%	0.5%	98.2%	0.0%	0.0%
Land Improvements	Parks-Playgrounds	105	105	—	—	9,097	10,190	79.0%	13.3%	3.6%	4.1%	0.0%
	Parks-Playing Fields etc.	—	—	—	—	13,021	13,547	95.5%	4.5%	0.0%	0.0%	0.0%
	Parks-Civil/Landscaping	9	9	—	—	3,461	4,359	1.2%	96.6%	1.4%	0.8%	0.0%
	Parks-Playing Courts	—	—	—	—	33	41	8.2%	91.8%	0.0%	0.0%	0.0%
	Parks	—	—	—	—	2,445	2,446	100.0%	0.0%	0.0%	0.0%	0.0%
	Other	—	—	—	—	18	19	100.0%	0.0%	0.0%	0.0%	0.0%
	Sub-total	114	114	—	—	28,075	30,602	76.8%	20.3%	1.4%	1.5%	0.0%
Total – all assets		22,945	22,945	22,223	22,597	962,183	1,347,889	25.4%	34.6%	31.8%	5.8%	2.4%

(a) Required maintenance is the amount identified in Council's asset management plans.

Infrastructure asset condition assessment 'key'

#	Condition	Integrated planning and reporting (IP&R) description
1	Excellent/very good	No work required (normal maintenance)
2	Good	Only minor maintenance work required
3	Satisfactory	Maintenance work required
4	Poor	Renewal required
5	Very poor	Urgent renewal/upgrading required

City of Canada Bay Council | Report on infrastructure assets as at 30 June 2025

City of Canada Bay Council

Report on infrastructure assets as at 30 June 2025

Infrastructure asset performance indicators (consolidated) *

\$ '000	Amounts 2025	Indicator 2025	2024	Indicators 2023	2022	Benchmark
Buildings and infrastructure renewals ratio						
Asset renewals ¹	21,087					
Depreciation, amortisation and impairment	16,970	124.26%	85.12%	89.06%	183.00%	> 100.00%
Infrastructure backlog ratio						
Estimated cost to bring assets to a satisfactory standard	22,945					
Net carrying amount of infrastructure assets	1,049,182	2.19%	2.02%	2.35%	2.38%	< 2.00%
Asset maintenance ratio						
Actual asset maintenance	22,597					
Required asset maintenance	22,223	101.68%	97.19%	99.43%	97.68%	> 100.00%
Cost to bring assets to agreed service level						
Estimated cost to bring assets to an agreed service level set by Council	22,945					
Gross replacement cost	1,347,889	1.70%	1.55%	1.71%	1.71%	

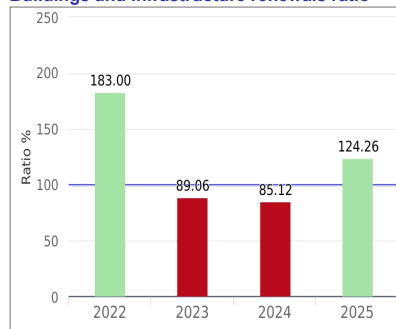
(*) All asset performance indicators are calculated using classes identified in the previous table.

(1) Asset renewals represent the replacement and/or refurbishment of existing assets to an equivalent capacity/performance as opposed to the acquisition of new assets (or the refurbishment of old assets) that increases capacity/performance.

City of Canada Bay Council

Report on infrastructure assets as at 30 June 2025

Buildings and infrastructure renewals ratio



Buildings and infrastructure renewals ratio

To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating.

Commentary on result

24/25 ratio 124.26%

Renewal expenditure of over \$21M resulted in exceeding benchmark for 2024/25. The average of this ratio over the past 4 years is also better than benchmark at 120.4%.

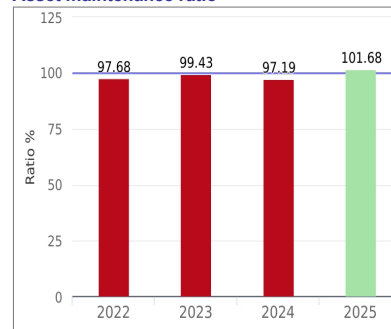
Benchmark: — > 100.00%

Source of benchmark: Code of Accounting Practice and Financial Reporting

Ratio achieves benchmark

Ratio is outside benchmark

Asset maintenance ratio



Asset maintenance ratio

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

Commentary on result

24/25 ratio 101.68%

The required asset maintenance target is aligned to the adopted annual budget. Benchmark has been achieved.

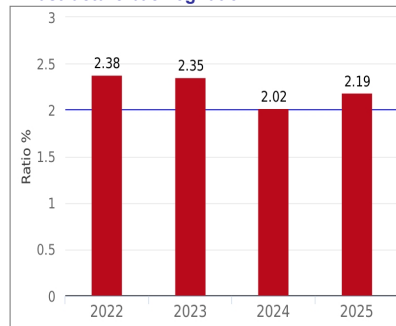
Benchmark: — > 100.00%

Source of benchmark: Code of Accounting Practice and Financial Reporting

Ratio achieves benchmark

Ratio is outside benchmark

Infrastructure backlog ratio



Infrastructure backlog ratio

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

Commentary on result

24/25 ratio 2.19%

Ratio is marginally up on the 2023-24 result, reflecting reassessed asset conditions in particular relating to buildings and other structures, where the estimated cost to bring to satisfactory condition increased by a combined \$2.6M.

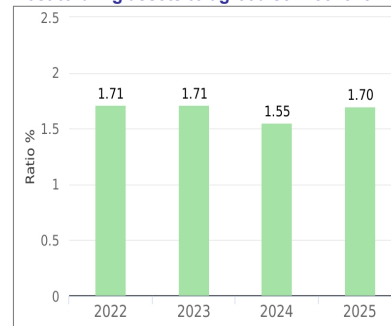
Benchmark: — < 2.00%

Source of benchmark: Code of Accounting Practice and Financial Reporting

Ratio achieves benchmark

Ratio is outside benchmark

Cost to bring assets to agreed service level



Cost to bring assets to agreed service level

This ratio provides a snapshot of the proportion of outstanding renewal works compared to the total value of assets under Council's care and stewardship.

Commentary on result

24/25 ratio 1.70%

Council has maintained this ratio at an average of 1.67% for the last 4 years. The ratio of 1.70% for 2024/25 reflects a cost to bring all assets currently assessed as having a condition rating of less than satisfactory to a satisfactory condition of \$22.9M.

City of Canada Bay Council | Report on infrastructure assets as at 30 June 2025

City of Canada Bay Council

Report on infrastructure assets as at 30 June 2025

Infrastructure asset performance indicators (by fund)

\$ '000	General fund		Benchmark
	2025	2024	
Buildings and infrastructure renewals ratio			
Asset renewals ¹			
Depreciation, amortisation and impairment	124.26%	85.12%	> 100.00%
Infrastructure backlog ratio			
Estimated cost to bring assets to a satisfactory standard			
Net carrying amount of infrastructure assets	2.19%	2.02%	< 2.00%
Asset maintenance ratio			
Actual asset maintenance			
Required asset maintenance	101.68%	97.19%	> 100.00%
Cost to bring assets to agreed service level			
Estimated cost to bring assets to an agreed service level set by Council			
Gross replacement cost	1.70%	1.55%	

(1) Asset renewals represent the replacement and/or refurbishment of existing assets to an equivalent capacity/performance as opposed to the acquisition of new assets (or the refurbishment of old assets) that increases capacity/performance.



INDEPENDENT AUDITOR'S REPORT

Report on the general purpose financial statements

City of Canada Bay Council

To the Councillors of City of Canada Bay Council

Opinion

I have audited the accompanying financial statements of City of Canada Bay Council (the Council), which comprise the Statement by Councillors and Management, the Income Statement and Statement of Comprehensive Income for the year ended 30 June 2025, the Statement of Financial Position as at 30 June 2025, the Statement of Changes in Equity and Statement of Cash Flows for the year then ended, and notes to the financial statements, including material accounting policy information and other explanatory information.

In my opinion:

- the Council's accounting records have been kept in accordance with the requirements of the *Local Government Act 1993*, Chapter 13, Part 3, Division 2 (the Division)
- the financial statements:
 - have been prepared, in all material respects, in accordance with the requirements of the Division
 - are, in all material respects, consistent with the Council's accounting records
 - present fairly, in all material respects, the financial position of the Council as at 30 June 2025, and of its financial performance and its cash flows for the year then ended in accordance with Australian Accounting Standards
- all information relevant to the conduct of the audit has been obtained
- no material deficiencies in the accounting records or financial statements have come to light during the audit.

My opinion should be read in conjunction with the rest of this report.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under the standards are described in the 'Auditor's Responsibilities for the Audit of the Financial Statements' section of my report.

I am independent of the Council in accordance with the requirements of the:

- Australian Auditing Standards
- Accounting Professional and Ethical Standards Board's APES 110 'Code of Ethics for Professional Accountants (including Independence Standards)' (APES 110).

Parliament promotes independence by ensuring the Auditor-General and the Audit Office of New South Wales are not compromised in their roles by:

- providing that only Parliament, and not the executive government, can remove an Auditor-General
- mandating the Auditor-General as auditor of councils
- precluding the Auditor-General from providing non-audit services.

I have fulfilled my other ethical responsibilities in accordance with APES 110.

I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Other Information

The Council's annual report for the year ended 30 June 2025 includes other information in addition to the financial statements and my Independent Auditor's Report thereon. The Councillors are responsible for the other information. At the date of this Independent Auditor's Report, the other information I have received comprise:

- G1-1 statement of performance measures
- G1-2 financial review
- Special Schedules (the Schedules).

My opinion on the financial statements does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information. However, as required by the *Local Government Act 1993*, I have separately expressed an opinion on the Special Schedule - Permissible income for general rates.

In connection with my audit of the financial statements, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or my knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work I have performed, I conclude there is a material misstatement of the other information, I must report that fact.

I have nothing to report in this regard.

The Councillors' Responsibilities for the Financial Statements

The Councillors are responsible for the preparation and fair presentation of the financial statements in accordance with Australian Accounting Standards and the *Local Government Act 1993*, and for such internal control as the Councillors determine is necessary to enable the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Councillors are responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to:

- obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- issue an Independent Auditor's Report including my opinion.

Reasonable assurance is a high level of assurance, but does not guarantee an audit conducted in accordance with Australian Auditing Standards will always detect material misstatements.

Misstatements can arise from fraud or error. Misstatements are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions users take based on the financial statements.

A description of my responsibilities for the audit of the financial statements is located at the Auditing and Assurance Standards Board website at: www.auasb.gov.au/auditors_responsibilities/ar4.pdf. The description forms part of my auditor's report.

The scope of my audit does not include, nor provide assurance:

- that the Council carried out its activities effectively, efficiently and economically
- on the Original Budget information included in the Income Statement, Statement of Cash Flows, and Note B5-1 'Material budget variations'
- on the Special Schedules. A separate opinion has been provided on Special Schedule - Permissible income for general rates
- about the security and controls over the electronic publication of the audited financial statements on any website where they may be presented
- about any other information which may have been hyperlinked to/from the financial statements.



Mary Yuen
Delegate of the Auditor-General for New South Wales

23 October 2025
SYDNEY



Michael Megna
Mayor
City of Canada Bay Council
Locked Bag 1470
DRUMMOYNE NSW 1470

Contact: Mary Yuen
Phone no: 02 9275 7215
Our ref: R008-1981756498-5530

23 October 2025

Dear Mayor

**Report on the Conduct of the Audit
for the year ended 30 June 2025
City of Canada Bay Council**

I have audited the general purpose financial statements (GPFS) of the City of Canada Bay Council (the Council) for the year ended 30 June 2025 as required by section 415 of the *Local Government Act 1993* (the Act).

I expressed an unmodified opinion on the Council's GPFS.

My audit procedures did not identify any instances of material non-compliance with the financial reporting requirements in Chapter 13, Part 3, Division 2 of the LG Act and the associated regulation or a material deficiency in the Council's accounting records or financial statements. The Council's:

- accounting records were maintained in a manner and form to allow the GPFS to be prepared and effectively audited
- staff provided all accounting records and information relevant to the audit.

This Report on the Conduct of the Audit (the Report) for the Council for the year ended 30 June 2025 is issued in accordance with section 417 of the Act. The Report:

- must address the specific matters outlined in the Local Government Code of Accounting Practice and Financial Reporting 2024-25
- may include statements, comments and recommendations that I consider to be appropriate based on the conduct of the audit of the GPFS.

This Report should be read in conjunction with my audit opinion on the GPFS issued under section 417(2) of the Act.

INCOME STATEMENT

Financial performance

	2025	2024	Variance
	\$m	\$m	%
Rates and annual charges revenue	71.6	67.3	↑ 6.4
Grants and contributions provided for operating purposes revenue	6.5	8.3	↓ 21.7
Grants and contributions provided for capital purposes revenue	66.7	60.7	↑ 9.9
Operating result from continuing operations	70.1	62.9	↑ 11.4
Net Operating result for the year before grants and contributions provided for capital purposes	3.4	2.2	↑ 54.5

Operating result from continuing operations

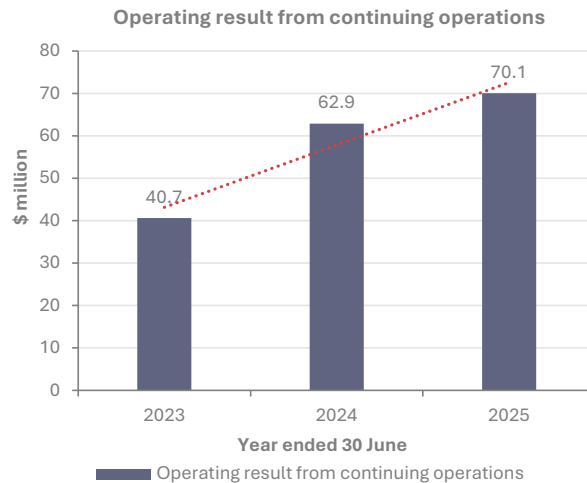
This graph shows the operating result from continuing operations for the current and prior two financial years.

Council's operating result from continuing operations for the year was \$7.2 million higher than the 2023–24 result.

In 2024-25:

- Total income from continuing operations (\$201.1 million) increased by \$21.2 million (11.8 per cent). Refer to 'Council revenue' below for details
- Total expenses from continuing operations (\$131.0 million) increased by \$14.0 million (11.9% increase). This is mainly due to \$5.8 million increase in employee benefits and on-costs and \$5.2 million impairment of user charges and fees receivables.

The net operating result for the year before grants and contributions provided for capital purposes was \$3.4 million. Refer to 'Grants and contributions revenue' below for details.



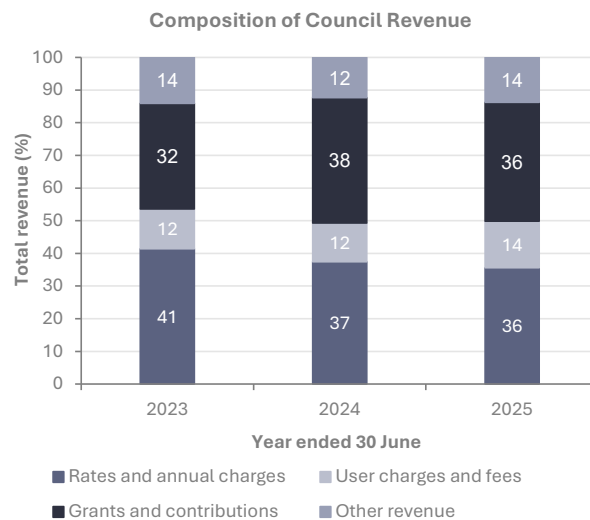
Income

Council revenue

This graph shows the composition of Council's revenue recognised for the current and prior two financial years.

Council revenue (\$201.1 million) increased by \$21.2 million (11.8 per cent) in 2024–25 due to:

- rates and annual charges revenue (\$71.6 million) which increased by \$4.3 million (6.4 per cent) due to rate peg increase of 5.3 per cent and increase in total rateable properties from 38,707 in 2023-24 to 39,602 in 2024-25 (2.3 per cent)
- user charges and fees revenue (\$28.6 million) which increased by \$7.1 million (33.3 per cent) due to \$3.1m increase in occupancy of public land fees and charges revenue and \$2.1 mil increase in hoardings fees and charges revenue.
- grants and contributions revenue (\$73.2 million) which increased by \$4.2 million (6.1 per cent) – see additional details below.

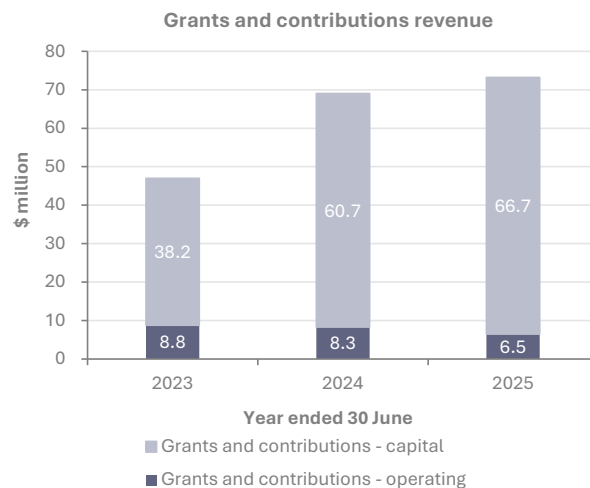


Grants and contributions revenue

This graph shows the amount of grants and contributions revenue recognised for the current and prior two financial years.

Grants and contributions revenue (\$73.2 million) increased by \$4.2 million (6.1 per cent) in 2024–25 due to:

- increase of \$9.2 million of developer contributions recognised during the year
- decrease of \$4.2 million of grants recognised for recreation and culture.



CASH FLOWS

Statement of cash flows

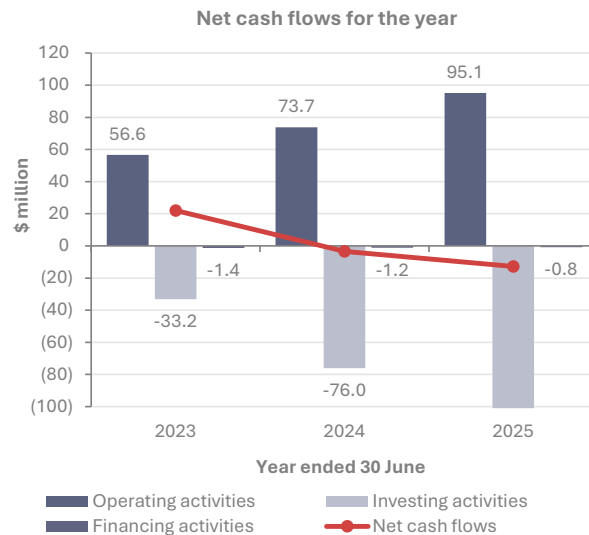
The Statement of Cash Flows details the Council's inflows and outflows of cash over a specific period. It helps in assessing the Council's ability to generate cash to fund its operations, pay off debts, and support future projects. It also aids in identifying any pressures or issues in the Council operating in a financially sustainable manner.

This graph shows the net cash flows for the current and prior two financial years.

The net cash flows for the year were negative \$10.8 million (negative \$3.5 million in 2023-24).

In 2024-25 the net cashflows:

- from operating activities increased by \$21.3 million, mainly due to \$13.4 million increase in receipts of grants and contributions and \$4.7 million increase in receipts of rates and charges
- used in investing activities increased by \$29.1 million, mainly due to increase of \$20.1 million in net purchase of property, plant and equipment and \$8.5 million increase in net acquisition of term deposits and investments.
- used in financing activities decreased by \$0.4 million, mainly due to \$0.4 million decrease in the repayment of borrowings during the year.



FINANCIAL POSITION

Cash, cash equivalents and investments

This section of the Report provides details of the amount of cash, cash equivalents and investments recorded by the Council at 30 June 2025.

Externally restricted funds are the cash, cash equivalents and investments that can only be used for specific purposes due to legal or contractual restrictions.

Cash, cash equivalents, and investments without external restrictions can be allocated internally by the elected Council's resolution or policy. These allocations are matters of Council policy and can be changed or removed by a Council resolution.

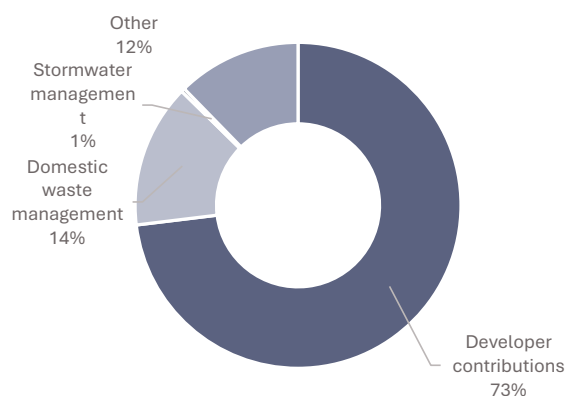
Cash, cash equivalents and investments	2025	2024	Percentage of total cash and investments 2025	Commentary
	\$m	\$m	%	
Total cash, cash equivalents and investments	208.9	178.5		Externally restricted balances are those which are only available for specific use due to a restriction placed by legislation or third-party contract. A breakdown of the sources of externally restricted balances is included in the graph below.
Restricted and allocated cash, cash equivalents and investments:				Internal allocations are determined by council policies or decisions, which are subject to change.
• External restrictions	142.8	120.2	68.4	The increase in the Council's externally restricted cash and investments were mainly due to \$19.5 million increase in the developer contributions cash holdings.
• Internal allocations	50.8	48.2	24.3	The Council's internally restricted cash and investments remained relatively stable.

This graph shows the sources of externally restricted cash, cash equivalents and investments.

In 2024-25 the Council's main sources of externally restricted cash, cash equivalents and investments include:

- developer contributions of \$104.4 million which increased by \$19.5 million, mainly due to \$62.4 million increase in section 7.4, 7.11, 7.12 and affordable housing (State Environmental Planning Policy) developer contributions cash receipts and \$42.8 million used for local infrastructure projects during the year
- domestic waste management charges of \$20.4 million which remained relatively stable with a slight increase of \$0.3 million.

Source of externally restricted cash, cash equivalents and investments



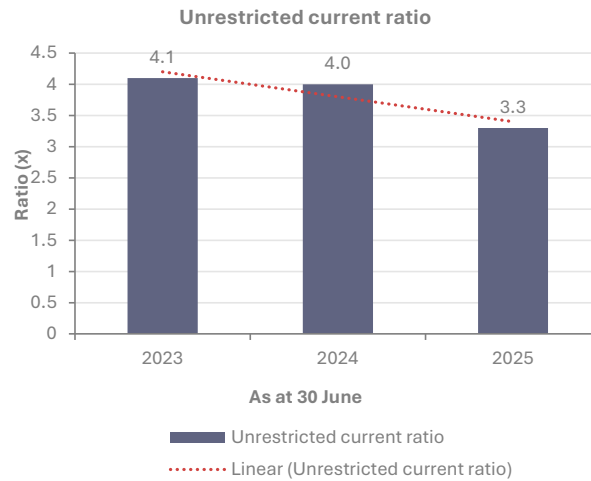
Council liquidity

This graph shows the Council's unrestricted current ratio for the current and prior two financial years.

The unrestricted current ratio is specific to local government and represents council's ability to meet its short-term obligations as they fall due. The ratio measures the ratio of unrestricted current assets to specific purpose liabilities.

In 2023-24, the average unrestricted current ratio was an average of 3.7x for metropolitan councils.

The Council's unrestricted current ratio has decreased compared with the prior year due to the proportionally larger increase in current liabilities compared to the increase in current assets.

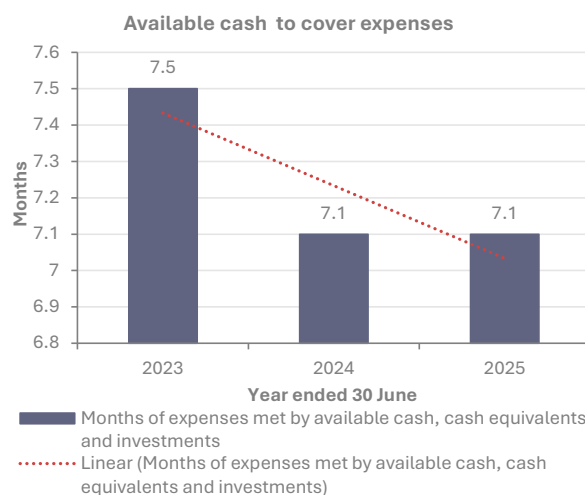


This graph shows the number of months of general fund expenses (excluding depreciation and borrowing costs), Council can fund from its available cash, cash equivalents and investments (not subject to external restrictions).

Further details on cash, cash equivalents and investments including the sources of external restrictions are included in the section above.

In 2023-24, the available cash to cover expenses was an average of 8 months for metropolitan councils.

The ratio has remained stable with no change from prior year.

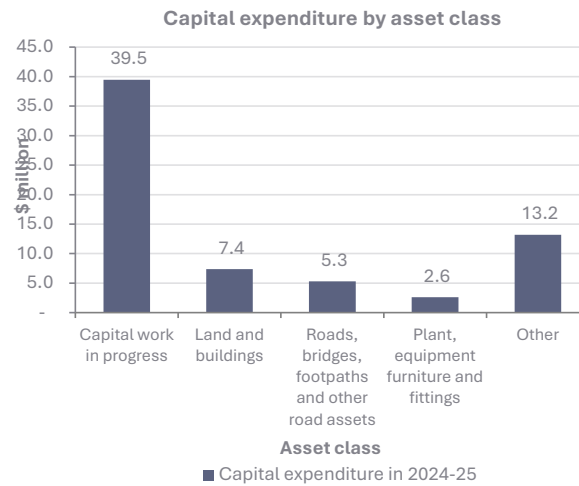


Infrastructure, property, plant and equipment

This graph shows how much the Council spent on renewing and purchasing assets in 2024-25.

Council renewed \$22.6 million of infrastructure, property, plant and equipment during the 2024-25 financial year. This was mainly spent on buildings, other structures, roads and capital work in progress.

A further \$45.3 million was spent on new assets including capital work in progress, buildings and plant and equipment.



Debt

The table below provides an overview of the Council's loans and committed borrowing facilities.

Committed borrowing facilities are an element of liquidity management and include bank overdrafts, and credit cards.

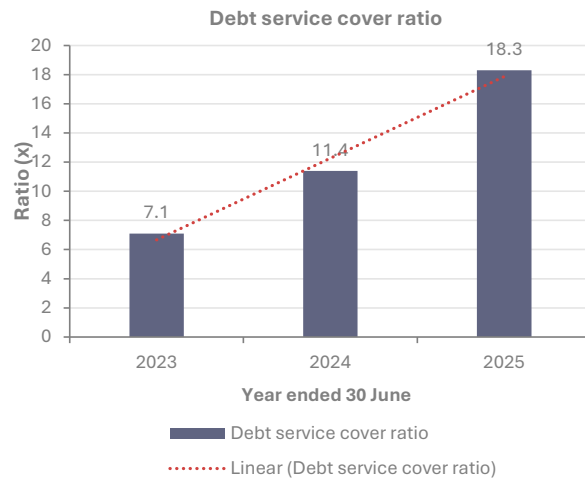
Debt	2025	2024	Commentary
	\$'000	\$'000	
Loans	12,724	13,516	Council has secured loans with NSW Treasury Corporation (TCorp) of \$12.7 million. The loans balance has decreased due to repayments made during the year.

Debt service cover

This graph shows the Council's debt service cover ratio for the current and prior two financial years.

The debt service cover ratio measures the operating cash to service debt including interest, principal and lease payments.

The increase in the ratio compared with the prior year was mainly due to the increase in operating result and decrease in the principal repayments and borrowing costs during the year.




Mary Yuen
 Delegate of the Auditor-General for New South Wales

Code of Meeting Practice

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Code of Meeting Practice

1. Introduction

The City of Canada Bay Council's (**Council**) Code of Meeting Practice is prescribed under section 360 of the *Local Government Act* 1993 (**the Act**) and the *Local Government (General) Regulation* 2021 (**the Regulation**).

This Code of Meeting Practice (**the Code**) is based on The Model Code of Meeting Practice for Local Councils in NSW, August 2025 (**Model Meeting Code**) and applies to all meetings of Councils and Committees of Council of which all the members are Councillors (Committees of Council). Council Committees whose members include persons other than Councillors may adopt their own rules for meetings unless Council determines otherwise.

This Code as adopted by Council, incorporates the mandatory provisions of the Model Meeting Code and other non-mandatory provisions of the Model Meeting Code and other supplementary provisions. It is noted that this Code does not contain provisions that are inconsistent with the mandatory provisions of the Model Meeting Code.

2. Meeting Principles

2.1 Council and Committee meetings should be:

- Transparent:* Decisions are made in a way that is open and accountable.
- Informed:* Decisions are made based on relevant, quality information.
- Inclusive:* Decisions respect the diverse needs and interests of the local community.
- Principled:* Decisions are informed by the principles prescribed under Chapter 3 of the Act.
- Trusted:* The community has confidence that Councillors and staff act ethically and make decisions in the interests of the whole community.
- Effective:* Meetings are well organised, effectively run and skilfully chaired.
- Orderly:* Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

Note: The Office of Local Government has issued a guideline on free speech in local government in NSW. The Guideline provides practical guidance to councils on what free speech means in the context of NSW local government, including in relation to council meetings. The Guidelines have been issued under section 23A of the Act meaning councils must consider them when exercising their functions at meetings.



3. Before the Meeting

Timing of ordinary Council meetings

- 3.1 Council meets at 6.00pm on the third Tuesday of the month with the exception of January, when no ordinary meeting is scheduled to be held and December, when the ordinary meeting is scheduled to be held on the first Tuesday of the month.

In addition, Council will also meet at 6.00pm on the first Tuesday of the months February to November if the General Manager determines, following consultation with the Mayor, that there is sufficient business to warrant two meetings in any one month.

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

Extraordinary meetings

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

Note: Clause 3.2 reflects section 366 of the Act.

- 3.3 The Mayor may call an extraordinary meeting without the need to obtain the signature of two (2) Councillors.

Notice to the public of Council meetings

- 3.4 Council must give notice to the public of the time, date and place of each of its meetings, including extraordinary meetings, and of each meeting of Committees of Council.

Note: Clause 3.4 reflects section 9(1) of the Act.

- 3.5 For the purposes of clause 3.4, notice of a meeting Council and of a Committee of Council must be published before the meeting takes place. The notice must be published on Council's website, and in such other manner that Council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.

- 3.6 For the purposes of clause 3.4, notice of more than one (1) meeting may be given in the same notice.

Notice to Councillors of ordinary Council meetings

- 3.7 The General Manager must send to each Councillor, at least three (3) days before each meeting of Council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting.

Note: Clause 3.7 reflects section 367(1) of the Act.

- 3.8 The notice and the agenda for, and the business papers relating to, the meeting may be given to Councillors in electronic form, unless Council determines otherwise, but only if all Councillors have facilities to access the notice, agenda and business papers in that form.



Note: Clause 3.8 reflects section 367(3) of the Act.

Notice to Councillors of extraordinary meetings

- 3.9 Notice of less than three (3) days may be given to Councillors of an extraordinary meeting of Council in cases of emergency.

Note: Clause 3.9 reflects section 367(2) of the Act.

Giving notice of business to be considered at Council meetings

- 3.10 A Councillor may give notice of any business they wish to be considered by Council at its next ordinary meeting by way of a notice of motion. To be included on the agenda of the meeting, the notice of motion must be in writing and must be submitted no later than 12 noon seven (7) days before the meeting is to be held. within such reasonable time before the meeting is to be held as determined by Council.
- 3.11 A Councillor may, in writing to the General Manager, request the withdrawal of a notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.

Questions with notice

- 3.12 A Councillor may, by way of a notice submitted under clause 3.10, ask a question for response by the General Manager about the performance or operations of Council.
- 3.13 A Councillor is not permitted to ask a question with notice under clause 3.12 that would constitute an act of disorder.
- 3.14 The General Manager or their nominee may respond to a question with notice submitted under clause 3.12 by way of a report included in the business papers for the relevant meeting of Council.

Agenda and business papers for ordinary meetings

- 3.15 The general manager must cause the agenda for a meeting of Council or a Committee of Council to be prepared as soon as practicable before the meeting.
- 3.16 The General Manager must ensure that the agenda for an ordinary meeting of Council states:
- (a) all matters to be dealt with arising out of the proceedings of previous meetings Council, and
 - (b) if the Mayor is the Chairperson – any matter or topic that the Chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
 - (c) all matters, including matters that are the subject of staff reports and reports of Committees, to be considered at the meeting, and
 - (d) any business of which due notice has been given under clause 3.10.
- 3.17 Nothing in clause 3.16 limits the powers of the Mayor to put a mayoral minute to a meeting without notice under clause 9.7.
- 3.18 The General Manager must not include in the agenda for a meeting of Council any business of which due notice has been given if, in the opinion of the General Manager, the



business is, or the implementation of the business would be, unlawful. The General Manager must report, without giving details of the item of business, any such exclusion to the next meeting of Council.

- 3.19 Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the General Manager, is likely to take place when the meeting is closed to the public, the General Manager must ensure that the agenda of the meeting:
- (a) identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
 - (b) states the grounds under section 10A(2) of the Act relevant to the item of business.

Note: Clause 3.19 reflects section 9(2A)(a) of the Act.

- 3.20 The General Manager must ensure that the details of any item of business which, in the opinion of the General Manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided to Councillors for the meeting concerned. Such details must not be included in the business papers made available to the public and must not be disclosed by a Councillor or by any other person to another person who is not authorised to have that information.

Availability of the agenda and business papers to the public

- 3.21 Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of Council and Committees of Council, are to be published on Council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of Council, at the relevant meeting and at such other venues determined by Council.

Note: Clause 3.21 reflects section 9(2) and (4) of the Act.

- 3.22 Clause 3.21 does not apply to the business papers for items of business identified under clause 3.19 as being likely to be considered when the meeting is closed to the public.

Note: Clause 3.22 reflects section 9(2A)(b) of the Act.

- 3.23 For the purposes of clause 3.21, copies of agendas and business papers must be published on Council's website and made available to the public at a time that is as close as possible to the time they are available to Councillors.

Note: Clause 3.23 reflects section 9(3) of the Act.

- 3.24 A copy of an agenda, or of an associated business paper made available under clause 3.21, may in addition be given or made available in electronic form unless Council determines otherwise.

Note: Clause 3.24 reflects section 9(5) of the Act.

Agenda and business papers for extraordinary meetings

- 3.25 Council must ensure that the agenda for an extraordinary meeting of Council deals only with the matters stated in the notice of the meeting.
- 3.26 Nothing in clause 3.25 limits the powers of the Mayor to put a mayoral minute to an extraordinary meeting without notice under clause 9.7.



- 3.27 Despite clause 3.25, business may be considered at an extraordinary meeting of Council at which all Councillors are present, even though due notice has not been given of the business, if Council resolves to deal with the business on the grounds that it is urgent and requires a decision by Council before the next scheduled ordinary meeting of Council. A resolution adopted under this clause must state the reasons for the urgency.
- 3.28 A motion moved under clause 3.27 can be moved without notice but only after the business notified in the agenda for the extraordinary meeting has been dealt with. Despite any other provision of this Code, only the mover of a motion moved under clause 3.27, and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 3.29 If all Councillors are not present at the extraordinary meeting, Council may only deal with business at the meeting that Councillors have not been given due notice of, where a resolution is adopted in accordance with clause 3.27 and the Chairperson also rules that the business is urgent and requires a decision by Council before the next scheduled ordinary meeting.
- 3.30 A motion of dissent cannot be moved against a ruling of the Chairperson under clause 3.29 on whether a matter is urgent.

Prohibition of pre-meeting briefing sessions

- 3.31 Briefing sessions must not be held to brief Councillors on business listed on the agenda for meetings of Council or Committees of Council.

Note: The prohibition on the holding of briefing sessions under clause 3.31 reflects the intent of Chapter 4, Part 1 of the Act which requires business of Council to be conducted openly and transparently at a formal meeting of which due notice has been given and to which the public has access. Pre-meeting briefing sessions are inconsistent with the principles of transparency, accountability and public participation and have the potential to undermine confidence in the proper and lawful decision-making processes of Council.

- 3.32 Nothing in clause 3.31 prevents a Councillor from requesting information from the General Manager about a matter to be considered at a meeting, provided the information is also available to the public. Information requested under this clause must be provided in a way that does not involve any discussion of the information.

4. Public Forums

- 4.1 Council may hold a public forum prior to meetings of Council and Committees of Council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to meetings of other Committees of Council.
- 4.2 Council may determine the rules under which public forums are to be conducted and when they are to be held.
- 4.3 The provisions of this Code requiring the livestreaming of meetings also apply to public forums.



5. Coming Together

Attendance by Councillors at meetings

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

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

- 5.2 Council may determine standards of dress for Councillors when attending meetings.
- 5.3 A Councillor cannot participate in a meeting of Council or of a Committee of Council unless personally present at the meeting, unless permitted to attend the meeting by audio-visual link under this Code.
- 5.4 Where a Councillor is unable to attend one or more meetings of Council or Committees of Council, the Councillor should submit an apology for the meetings they are unable to attend, state the reasons for their absence from the meetings and request that Council grant them a leave of absence from the relevant meetings.
- 5.5 Council must not act unreasonably when considering whether to grant a Councillor's request for a leave of absence.
- 5.6 Where a Councillor makes an apology under clause 5.4, Council must determine by resolution whether to grant the Councillor a leave of absence for the meeting for the purposes of section 234(1)(d) of the Act. If Council resolves not to grant a leave of absence for the meeting, it must state the reasons for its decision in its resolution.
- 5.7 A Councillor's civic office will become vacant if the Councillor is absent from three (3) consecutive ordinary meetings of Council without prior leave of Council, or leave granted by Council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because Council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

Note: Clause 5.7 reflects section 234(1)(d) of the Act.

The quorum for a meeting

- 5.8 The quorum for a meeting of Council is a majority of the Councillors of the Council who hold office at that time and are not suspended from office.

Note: Clause 5.8 reflects section 368(1) of the Act.

- 5.9 Clause 5.8 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of Council.

Note: Clause 5.9 reflects section 368(2) of the Act.

- 5.10 A meeting of Council must be adjourned if a quorum is not present:
- (a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or



- (b) within half an hour after the time designated for the holding of the meeting, or
 - (c) at any time during the meeting.
- 5.11 In either case, the meeting must be adjourned to a time, date, and place fixed:
 - (a) by the Chairperson, or
 - (b) in the Chairperson's absence, by the majority of the Councillors present, or
 - (c) failing that, by the General Manager.
- 5.12 The General Manager must record in Council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of Council, together with the names of the Councillors present.
- 5.13 Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the health, safety or welfare of Councillors, Council staff and members of the public may be put at risk by attending the meeting because of a natural disaster or a public health emergency, the Mayor may, in consultation with the General Manager and, as far as is practicable, with each Councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on Council's website and in such other manner that Council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.
- 5.14 Where a meeting is cancelled under clause 5.13, the business to be considered at the meeting may instead be considered, where practicable, at the next ordinary meeting of Council or at an extraordinary meeting called by the Mayor under clause 3.3.

Meetings held by audio-visual link

- 5.15 A meeting of Council or a Committee of Council may be held by audio-visual link where the Mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The Mayor may only make a determination under this clause where they are satisfied that attendance at the meeting may put the health and safety of Councillors and staff at risk. The Mayor must make a determination under this clause in consultation with the General Manager and, as far as is practicable, with each Councillor.
- 5.16 Where the Mayor determines under clause 5.15 that a meeting is to be held by audio-visual link, the general manager must:
 - (a) give written notice to all Councillors that the meeting is to be held by audio-visual link, and
 - (b) take all reasonable steps to ensure that all Councillors can participate in the meeting by audio-visual link, and
 - (c) cause a notice to be published on Council's website and in such other manner the General Manager is satisfied will bring it to the attention of as many people as possible, advising that the meeting is to be held by audio-visual link and providing information about where members of the public may view the meeting.
- 5.17 This Code applies to a meeting held by audio-visual link under clause 5.15 in the same way it would if the meeting was held in person.



Note: Where Council holds a meeting by audio-visual link under clause 5.15, it is still required under section 10 of the Act to provide a physical venue for members of the public to attend in person and observe the meeting.

Attendance by Councillors at meetings by audio-visual link

- 5.18 Councillors may attend and participate in meetings of Council and Committees of Council by audio-visual link with the approval of Council or the relevant Committee where they are prevented from attending the meeting in person because of ill-health or other medical reasons or because of unforeseen caring responsibilities.
- 5.19 Clause 5.18 does not apply to meetings at which a mayoral election is to be held.
- 5.20 A request by a Councillor for approval to attend a meeting by audio-visual link must be made in writing to the General Manager prior to the meeting in question and must provide reasons why the Councillor will be prevented from attending the meeting in person.
- 5.21 Councillors may request approval to attend more than one meeting by audio-visual link. Where a Councillor requests approval to attend more than one meeting by audio-visual link, the request must specify the meetings the request relates to in addition to the information required under clause 5.20.
- 5.22 Council must comply with the Health Privacy Principles prescribed under the *Health Records and Information Privacy Act 2002* when collecting, holding, using and disclosing health information in connection with a request by a Councillor to attend a meeting by audio-visual link.
- 5.23 A Councillor who has requested approval to attend a meeting of Council or a Committee of the Council by audio-visual link may participate in the meeting by audio-visual link until the Council or Committee determines whether to approve their request and is to be taken as present at the meeting. The Councillor may participate in a decision in relation to their request to attend the meeting by audio-visual link.
- 5.24 A decision whether to approve a request by a Councillor to attend a meeting of Council or a Committee of Council by audio-visual link must be made by a resolution of Council or the Committee concerned. The resolution must state the meetings the resolution applies to.
- 5.25 If Council or the Committee refuses a Councillor's request to attend a meeting by audio-visual link, their link to the meeting is to be terminated.
- 5.26 A decision whether to approve a Councillor's request to attend a meeting by audio-visual link is at Council's or the relevant Committee's discretion. Council and Committees of Council must act reasonably when considering requests by Councillors to attend meetings by audio-visual link.
- 5.27 Council and Committees of Council may refuse a Councillor's request to attend a meeting by audio-visual link where Council or Committee is satisfied that the Councillor has failed to appropriately declare and manage conflicts of interest, observe confidentiality or to comply with this Code on one or more previous occasions they have attended a meeting of Council or a Committee of Council by audio-visual link.
- 5.28 This Code applies to a Councillor attending a meeting by audio-visual link in the same way it would if the Councillor was attending the meeting in person. Where a Councillor is



permitted to attend a meeting by audio-visual link under this Code, they are to be taken as attending the meeting in person for the purposes of the Code and will have the same voting rights as if they were attending the meeting in person.

- 5.29 A Councillor must give their full attention to the business and proceedings of the meeting when attending a meeting by audio-visual link. The Councillor's camera must be on at all times during the meeting except as may be otherwise provided for under this Code.
- 5.30 A Councillor must be appropriately dressed when attending a meeting by audio-visual link and must ensure that no items are within sight of the meeting that are inconsistent with the maintenance of order at the meeting or that are likely to bring Council or the Committee into disrepute.

Entitlement of the public to attend Council meetings

- 5.31 Everyone is entitled to attend a meeting of Council and Committees of Council. Council must ensure that all meetings of Council and Committees of Council are open to the public.

Note: Clause 5.31 reflects section 10(1) of the Act.

- 5.32 Clause 5.31 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.
- 5.33 A person (whether a Councillor or another person) is not entitled to be present at a meeting of Council or a Committee of Council if expelled from the meeting:
- (a) by a resolution of the meeting, or
 - (b) by the person presiding at the meeting if Council has, by resolution, authorised the person presiding to exercise the power of expulsion.

Note: Clause 5.33 reflects section 10(2) of the Act.

- 5.34 On the adoption of this Code and at the commencement of each Council term, Council must determine whether to authorise the person presiding at a meeting to exercise a power of expulsion.

Livestreaming of meetings

- 5.35 Each meeting of Council or a Committee of Council is to be recorded by means of an audio-visual device.
- 5.36 At the start of each meeting of Council or a Committee of Council, the Chairperson must inform the persons attending the meeting that:
- (a) the meeting is being recorded and made publicly available on Council's website, and
 - (b) persons attending the meeting should refrain from making any defamatory statements.
- 5.37 The recording of a meeting is to be made publicly available on Council's website at the same time as the meeting is taking place.
- 5.38 The recording of a meeting is to be made publicly available on Council's website for at least 12 months after the meeting or for the balance of Council's term, whichever is the longer period.



- 5.39 Clauses 5.35 - 5.38 do not apply to any part of a meeting that has been closed to the public in accordance with section 10A of the Act.

Note: Clauses 5.35 – 5.39 reflect section 236 of the Regulation.

- 5.40 Recordings of meetings may be disposed of in accordance with the *State Records Act* 1998.

Attendance of the General Manager and other staff at meetings

- 5.41 The General Manager is entitled to attend, but not to vote at, a meeting of Council or a meeting of a Committee of Council of which all of the members are Councillors.

Note: Clause 5.41 reflects section 376(1) of the Act.

- 5.42 The General Manager is entitled to attend a meeting of any other Committee of Council and may, if a member of the Committee, exercise a vote.

Note: Clause 5.42 reflects section 376(2) of the Act.

- 5.43 The General Manager may be excluded from a meeting of Council or a Committee while Council or the Committee deals with a matter relating to the standard of performance of the General Manager or the terms of employment of the General Manager.

Note: Clause 5.43 reflects section 376(3) of the Act.

- 5.44 The attendance of other Council staff at a meeting, (other than as members of the public) shall be determined by the General Manager in consultation with the Mayor.

6. The Chairperson

The Chairperson at meetings

- 6.1 The Mayor, or at the request of or in the absence of the Mayor, the Deputy Mayor (if any) presides at meetings of Council.

Note: Clause 6.1 reflects section 369(1) of the Act.

- 6.2 If the Mayor and the Deputy Mayor (if any) are absent, a Councillor elected to chair the meeting by the Councillors present presides at a meeting of Council.

Note: Clause 6.2 reflects section 369(2) of the Act.

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

- 6.3 If no Chairperson is present at a meeting of Council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a Chairperson to preside at the meeting.

- 6.4 The election of a Chairperson must be conducted:

- (a) by the General Manager or, in their absence, an employee of Council designated by the General Manager to conduct the election, or
- (b) by the person who called the meeting or a person acting on their behalf if neither the General Manager nor a designated employee is present at the meeting, or if there is no General Manager or designated employee.



- 6.5 If, at an election of a Chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the Chairperson is to be the candidate whose name is chosen by lot.
- 6.6 For the purposes of clause 6.5, the person conducting the election must:
- (a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
 - (b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.
- 6.7 The candidate whose name is on the drawn slip is the candidate who is to be the Chairperson.
- 6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

Chairperson to have precedence

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

7. Modes of Address

- 7.1 Where physically able to, Councillors and staff should stand when the Mayor enters the Chamber and when addressing the meeting.
- 7.2 If the Chairperson is the Mayor, they are to be addressed as 'Mr Mayor', 'Madam Mayor' or 'Mayor'.
- 7.3 If the Chairperson is the Deputy Mayor, they are to be addressed as 'Mr Deputy Mayor', or 'Madam Deputy Mayor' or 'Deputy Mayor'.
- 7.4 Where the Chairperson is not the Mayor or Deputy Mayor, they are to be addressed as either 'Mr Chairperson' or 'Madam Chairperson' or 'Chair'.
- 7.5 A Councillor is to be addressed as 'Councillor [surname]'.
- 7.6 A Council Officer is to be addressed by their official designation or as Mr/Ms/Mx [surname].

8. Order of Business for Ordinary Council Meetings

- 8.1 At a meeting of Council, the general order of business is as fixed by resolution of the Council and shall be as follows:
- 1. Acknowledgement of country
 - 2. Apologies and applications for a leave of absence by Councillors
 - 3. Confirmation of minutes

4. Disclosure of interests
 5. Mayoral minute(s)
 6. Items resolved by exception
 - 7 to 11. Reports to Council
 12. Notices of motions
 13. Notices of motion of rescission
 14. Matters of urgency
 15. Questions with notice
 16. Confidential matters
 17. Confidential resolutions
- 8.2 The order of business as fixed under clause 8.1 may be altered for a particular meeting of Council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.
- Note: Part 13 allows Council to deal with items of business by exception.**
- 8.3 Despite any other provision of this Code, only the mover of a motion referred to in clause 8.2 and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

9. Consideration of Business at Council Meetings

Business that can be dealt with at a Council meeting

- 9.1 Council must not consider business at a meeting of Council:
- (a) unless a Councillor has given notice of the business, as required by clause 3.10, and
 - (b) unless notice of the business has been sent to the Councillors in accordance with clause 3.7 in the case of an ordinary meeting or clause 3.9 in the case of an extraordinary meeting called in an emergency.
- 9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:
- (a) is already before, or directly relates to, a matter that is already before Council, or
 - (b) is the election of a Chairperson to preside at the meeting, or
 - (c) is a matter or topic put to the meeting by way of a mayoral minute, or
 - (d) is a motion for the adoption of recommendations of a Committee of Council.
- 9.3 Despite clause 9.1, business may be considered at a meeting of Council at which all Councillors are present even though due notice has not been given of the business to Councillors, if Council resolves to deal with the business on the grounds that it is urgent and requires a decision by Council before the next scheduled ordinary meeting. A resolution adopted under this clause must state the reasons for the urgency.



- 9.4 A motion moved under clause 9.3 can be moved without notice. Despite any other provision of this Code, only the mover of a motion referred to in clause 9.3 and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 9.5 If all Councillors are not present at a meeting, Council may only deal with business at the meeting that Councillors have not been given due notice of, where a resolution is adopted in accordance with clause 9.3, and the Chairperson also rules that the business is urgent and requires a decision by Council before the next scheduled ordinary meeting.
- 9.6 A motion of dissent cannot be moved against a ruling by the Chairperson under clause 9.5.

Mayoral minutes

- 9.7 The Mayor may, by minute signed by the Mayor, put to the meeting without notice any matter or topic that the Mayor determines should be considered at the meeting.
- 9.8 A mayoral minute, when put to a meeting, takes precedence over all business on Council's agenda for the meeting. The Mayor may move the adoption of a mayoral minute without the motion being seconded.
- 9.9 A recommendation made in a mayoral minute put by the Mayor is, so far as it is adopted by Council, a resolution of Council.

Staff reports

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

Reports of Committees of Council

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

Questions

- 9.13 A question must not be asked at a meeting of Council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.10 and 3.12, unless Council determines otherwise in accordance with this Code.
- 9.14 A Councillor may, through the Chairperson, ask another Councillor about a matter on the agenda.
- 9.15 A Councillor may, through the Mayor, ask the General Manager about a matter on the agenda. The General Manager may request another Council employee to answer the question.
- 9.16 A Councillor or Council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to information. Where a Councillor or Council employee to



whom a question is put is unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of Council.

- 9.17 Councillors must ask questions directly, succinctly, and without argument.
- 9.18 The Chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a Councillor or Council employee.

10. Rules of Debate

Motions to be seconded

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

Notices of motion

- 10.2 A Councillor who has submitted a notice of motion under clause 3.10 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.
- 10.3 If a Councillor who has submitted a notice of motion under clause 3.10 wishes to withdraw it, they may request its withdrawal at any time. If the notice of motion is withdrawn after the agenda and business paper for the meeting at which it is to be considered have been sent to Councillors, the Chairperson is to note the withdrawal of the notice of motion at the meeting unless Council determines to consider the notice of motion at the meeting.
- 10.4 In the absence of a Councillor who has placed a notice of motion on the agenda for a meeting of Council:
 - (a) any other Councillor may, with the leave of the Chairperson, move the motion at the meeting, or
 - (b) the Chairperson may defer consideration of the motion until the next meeting of Council.

Chairperson's duties with respect to motions

- 10.5 It is the duty of the Chairperson at a meeting of Council to receive and put to the meeting any lawful motion that is brought before the meeting.
- 10.6 The Chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.
- 10.7 Before ruling out of order a motion or an amendment to a motion under clause 10.6, the Chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.

Amendments to motions

- 10.8 An amendment to a motion must be moved and seconded before it can be debated.
- 10.9 An amendment to a motion must relate to the matter being dealt with in the original motion before Council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or



which is a direct negative of the original motion, must be ruled out of order by the Chairperson.

- 10.10 The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for.
- 10.11 If an amendment has been lost, a further amendment can be moved to the motion to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before Council at any one time.
- 10.12 While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.
- 10.13 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 10.14 An amendment may become the motion without debate or a vote where it is accepted by the Councillor who moved the original motion.

Limitations on the number and duration of speeches

- 10.15 A Councillor who, during a debate at a meeting of Council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.
- 10.16 A Councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.
- 10.17 A Councillor must not, without the consent of Council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.
- 10.18 Despite clause 10.17, the Chairperson may permit a Councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the Councillor to make a statement limited to explaining the misrepresentation or misunderstanding.
- 10.19 Despite clauses 10.15 and 10.16, a Councillor may move that a motion or an amendment be now put:
 - (a) if the mover of the motion or amendment has spoken in favour of it and no Councillor expresses an intention to speak against it, or
 - (b) if at least two (2) Councillors have spoken in favour of the motion or amendment and at least two (2) Councillors have spoken against it.
- 10.20 The Chairperson must immediately put to the vote, without debate, a motion moved under clause 10.19. A seconder is not required for such a motion.
- 10.21 If a motion that the original motion or an amendment be now put is passed, the Chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 10.15.
- 10.22 If a motion that the original motion or an amendment be now put is lost, the Chairperson must allow the debate on the original motion or the amendment to be resumed.



- 10.23 All Councillors must be heard without interruption and all other Councillors must, unless otherwise permitted under this Code, remain silent while another Councillor is speaking.
- 10.24 Once the debate on a matter has concluded and a matter has been dealt with, the Chairperson must not allow further debate on the matter.
- 10.25 Clause 10.24 does not prevent a further motion from being moved on the same item of business where the original motion is lost provided the motion is not substantially the same as the one that is lost.

11. Voting

Voting entitlements of Councillors

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

Voting at Council meetings

- 11.4 A Councillor who is present at a meeting of Council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.
- 11.5 If a Councillor who has voted against a motion put at a Council meeting so requests, the General Manager must ensure that the Councillor's dissenting vote is recorded in Council's minutes.
- 11.6 The decision of the Chairperson as to the result of a vote is final unless the decision is immediately challenged and not fewer than two (2) Councillors rise and call for a division.
- 11.7 When a division on a motion is called, the Chairperson must ensure that the division takes place immediately. The General Manager must ensure that the names of those who vote for the motion and those who vote against it are recorded in Council's minutes for the meeting.
- 11.8 When a division on a motion is called, any Councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 11.4 of this Code.
- 11.9 Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, Council may resolve that the voting in any election by Councillors for Mayor or Deputy Mayor is to be by secret ballot.



Voting on planning decisions

- 11.10 Council or a Council Committee must not make a final planning decision without receiving a staff report containing an assessment and recommendation in relation to the matter put before Council for a decision.
- 11.11 Where Council or a Council Committee makes a planning decision that is inconsistent with the recommendation made in a staff report, it must provide reasons for its decision and why it did not adopt the staff recommendation.
- 11.12 The General Manager must keep a register containing, for each planning decision made at a meeting of Council or a Council Committee (including, but not limited to a Committee of Council), the names of the Councillors who supported the decision and the names of any Councillors who opposed (or are taken to have opposed) the decision.
- 11.13 For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the Council or a Council Committee.
- 11.14 Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.
- 11.15 Clauses 11.12–11.14 apply also to meetings that are closed to the public.

Note: Clauses 11.12–11.15 reflect section 375A of the Act.

Note: The requirements of clause 11.12 may be satisfied by maintaining a register of the minutes of each planning decision.

12. Committee of the Whole

- 12.1 Council may resolve itself into a Committee to consider any matter before Council.
Note: Clause 12.1 reflects section 373 of the Act.
- 12.2 All the provisions of this Code relating to meetings of Council, so far as they are applicable, extend to and govern the proceedings of Council when in Committee of the whole, except the provisions limiting the number and duration of speeches and encouraging Councillors and staff to stand when addressing the meeting.
Note: Clauses 10.15 – 10.25 limit the number and duration of speeches.
Note: Clause 7.1 encourages Councillors and staff to stand when addressing the meeting where they can.
- 12.3 The General Manager or, in the absence of the General Manager, an employee of Council designated by the General Manager, is responsible for reporting to Council the proceedings of the Committee of the whole. It is not necessary to report the proceedings in full, but any recommendations of the Committee must be reported.
- 12.4 Council must ensure that a report of the proceedings (including any recommendations of the Committee) is recorded in Council's minutes. However, Council is not taken to have adopted the report until a motion for adoption has been made and passed.

**13. Dealing with Items by Exception**

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

14. Closure of Council Meetings to the Public**Grounds on which meetings can be closed to the public**

- 14.1 Council or a Committee of Council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:
 - (a) personnel matters concerning particular individuals (other than Councillors),
 - (b) the personal hardship of any resident or ratepayer,
 - (c) information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business,
 - (d) commercial information of a confidential nature that would, if disclosed:
 - (i) prejudice the commercial position of the person who supplied it, or
 - (ii) confer a commercial advantage on a competitor of Council, or
 - (iii) reveal a trade secret,
 - (e) information that would, if disclosed, prejudice the maintenance of law,
 - (f) matters affecting the security of Council, Councillors, Council staff or Council property,



- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
- (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land,
- (i) alleged contraventions of Council's Code of Conduct.

Note: Clause 14.1 reflects section 10A(1) and (2) of the Act.

- 14.2 Council or a Committee of Council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

Note: Clause 14.2 reflects section 10A(3) of the Act.

Matters to be considered when closing meetings to the public

- 14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:

- (a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
- (b) if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless Council or the Committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

Note: Clause 14.3 reflects section 10B(1) of the Act.

- 14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:

- (a) are substantial issues relating to a matter in which Council or the Committee is involved, and
- (b) are clearly identified in the advice,
- (c) are fully discussed in that advice, and
- (d) are subject to legal professional privilege.

Note: Clause 14.4 reflects section 10B(2) of the Act.

- 14.5 If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 14.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 14.1.

Note: Clause 14.5 reflects section 10B(3) of the Act.

- 14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:

- (a) a person may misinterpret or misunderstand the discussion, or
- (b) the discussion of the matter may:
 - (i) cause embarrassment to Council or the Committee concerned, or to



- Councillors or to employees of Council, or
- (ii) cause a loss of confidence in Council or the Committee.

Note: Clause 14.6 reflects section 10B(4) of the Act.

- 14.7 In deciding whether part of a meeting is to be closed to the public, Council or the Committee concerned must consider any relevant guidelines issued by the Departmental Chief Executive of the Office of Local Government.

Note: Clause 14.7 reflects section 10B(5) of the Act.

Notice of likelihood of closure not required in urgent cases

- 14.8 Part of a meeting of Council, or of a Committee of Council, may be closed to the public while Council or the Committee considers a matter that has not been identified in the agenda for the meeting under clause 3.19 as a matter that is likely to be considered when the meeting is closed, but only if:
- (a) it becomes apparent during the discussion of a particular matter that the matter is a matter referred to in clause 14.1, and
- (b) Council or the Committee, after considering any representations made under clause 14.9, resolves that further discussion of the matter:
- (i) should not be deferred (because of the urgency of the matter), and
- (ii) should take place in a part of the meeting that is closed to the public.

Note: Clause 14.8 reflects section 10C of the Act.

Representations by members of the public

- 14.9 Council, or a Committee of Council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.
- Note: Clause 14.9 reflects section 10A(4) of the Act.**
- 14.10 A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 14.11 Despite clauses 14.9 and 14.10, Council may resolve to close the meeting to the public in accordance with this Part to hear a representation from a member of the public as to whether the meeting should be closed to consider an item of business where the representation involves the disclosure of information relating to a matter referred to in clause 14.1.
- 14.12 Where the matter has been identified in the agenda of the meeting under clause 3.19 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to Council in a manner determined by Council.

Expulsion of non-Councillors from meetings closed to the public

- 14.13 If a meeting or part of a meeting of Council or a Committee of Council is closed to the public in accordance with section 10A of the Act and this Code, any person who is not a



Councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act.

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

Note: Failure to comply with a direction to leave a meeting is an offence under section 660 of the Act carrying a maximum penalty of 20 penalty units.

Obligations of Councillors attending meetings by audio-visual link

- 14.15 Councillors attending a meeting by audio-visual link must ensure that no other person is within sight or hearing of the meeting at any time that the meeting is closed to the public under section 10A of the Act.

Information to be disclosed in resolutions closing meetings to the public

- 14.16 The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:
- (a) the relevant provision of section 10A(2) of the Act,
 - (b) the matter that is to be discussed during the closed part of the meeting,
 - (c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

Note: Clause 14.16 reflects section 10D of the Act.

Resolutions passed at closed meetings to be made public

- 14.17 If Council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the Chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.
- 14.18 Resolutions passed during a meeting, or a part of a meeting, that is closed to the public must be made public by the Chairperson under clause 14.17 during a part of the meeting that is livestreamed where practicable.
- 14.19 The General Manager must cause business papers for items of business considered during a meeting, or part of a meeting, that is closed to public, to be published on Council's website as soon as practicable after the information contained in the business papers ceases to be confidential.



- 14.20 The General Manager must consult with Council and any other affected persons before publishing information on Council's website under clause 14.19 and provide reasons for why the information has ceased to be confidential.

15. Keeping Order at Meetings

Points of order

- 15.1 A Councillor may draw the attention of the Chairperson to an alleged breach of this Code by raising a point of order. A point of order does not require a seconder.
- 15.2 A point of order must be taken immediately it is raised. The Chairperson must suspend the business before the meeting and permit the Councillor raising the point of order to state the provision of this Code they believe has been breached. The Chairperson must then rule on the point of order – either by upholding it or by overruling it.

Questions of order

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

Motions of dissent

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

Acts of disorder

- 15.10 A Councillor commits an act of disorder if the Councillor, at a meeting of Council or a Committee of Council:
- (a) contravenes the Act, the Regulation or this Code, or
 - (b) assaults or threatens to assault another Councillor or person present at the meeting, or



- (c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of Council or the Committee, or addresses or attempts to address Council or the Committee on such a motion, amendment or matter, or
- (d) uses offensive or disorderly words, or
- (e) makes gestures or otherwise behaves in a way that is sexist, racist, homophobic or otherwise discriminatory, or, if the behaviour occurred in the Legislative Assembly, would be considered disorderly, or
- (f) imputes improper motives to or unfavourably personally reflects upon any other Council Official, or a person present at the meeting, except by a motion, or
- (g) says or does anything that would promote disorder at the meeting or is otherwise inconsistent with maintaining order at the meeting.

Note: Clause 15.10 reflects section 182 of the Regulation.

Note: The Legislative Assembly's Speaker's Guidelines state that "Members are not to use language, make gestures, or behave in any way in the Chamber that is sexist, racist, homophobic or otherwise exclusionary or discriminatory. Such conduct may be considered offensive and disorderly, in accordance with Standing Order 74".

15.11 The Chairperson may require a Councillor:

- (a) to apologise without reservation for an act of disorder referred to in clauses 15.10(a), (b), (d), (e), or (g), or
- (b) to withdraw a motion or an amendment referred to in clause 15.10(c) and, where appropriate, to apologise without reservation, or
- (c) to retract and apologise without reservation for any statement that constitutes an act of disorder referred to in clauses 15.10(d), (e), (f) or (g).

Note: Clause 15.11 reflects section 233 of the Regulation.

15.12 A failure to comply with a requirement under clause 15.11 constitutes a fresh act of disorder for the purposes of clause 15.10.

15.13 Where a Councillor fails to take action in response to a requirement by the Chairperson to remedy an act of disorder under clause 15.11 at the meeting at which the act of disorder occurred, the Chairperson may require the Councillor to take that action at each subsequent meeting until such time as the Councillor complies with the requirement. If the Councillor fails to remedy the act of disorder at a subsequent meeting, they may be expelled from the meeting under clause 15.17.

How disorder at a meeting may be dealt with

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



Expulsion from meetings

- 15.15 All Chairpersons of meetings of Council and Committees of Council are authorised under this Code to expel any person, including any Councillor, from a Council or Committee meeting, for the purposes of section 10(2)(b) of the Act.
- 15.16 Clause 15.15 does not limit the ability of Council or a Committee of Council to resolve to expel a person, including a Councillor, from a Council or Committee meeting, under section 10(2)(a) of the Act.
- 15.17 A Councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of Council for having failed to comply with a requirement under clause 15.11 or clause 15.13. The expulsion of a Councillor from the meeting for that reason does not prevent any other action from being taken against the Councillor for the act of disorder concerned.
- Note: Clause 15.17 reflects section 233(2) of the Regulation.**
- 15.18 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of Council for engaging in or having engaged in disorderly conduct at the meeting.
- 15.19 Members of the public attending a meeting of Council:
- (a) must remain silent during the meeting unless invited by the Chairperson to speak,
 - (b) must not bring flags, signs or protest symbols to the meeting, and
 - (c) must not disrupt the meeting.
- 15.20 Without limiting clause 15.18, a contravention of clause 15.19 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 15.18. Members of the public may, as provided by section 10(2) of the Act, be expelled from a meeting for a breach of clause 15.19.
- 15.21 Where a Councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.
- 15.22 If a Councillor or a member of the public fails to leave the place where a meeting of Council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by Council or person presiding, may, by using such force as is reasonably necessary, remove the Councillor or member of the public from that place and, if necessary, restrain the Councillor or member of the public from re-entering that place for the remainder of the meeting.

Note: Failure to comply with a direction to leave a meeting is an offence under section 660 of the Act carrying a maximum penalty of 20 penalty units.

How disorder by Councillors attending meetings by audio-visual link may be dealt with

- 15.23 Where a Councillor is attending a meeting by audio-visual link, the Chairperson or a person authorised by the Chairperson may mute the Councillor's audio link to the meeting for the purposes of enforcing compliance with this Code.



- 15.24 If a Councillor attending a meeting by audio-visual link is expelled from a meeting for an act of disorder, the Chairperson of the meeting or a person authorised by the Chairperson, may terminate the Councillor's audio-visual link to the meeting.

Use of mobile phones and the unauthorised recording of meetings

- 15.25 Councillors, Council staff and members of the public must ensure that mobile phones are turned to silent during meetings of Council and Committees of Council.
- 15.26 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of Council or a Committee of Council without the prior authorisation of Council or the Committee.
- 15.27 Without limiting clause 15.18 a contravention of clause 15.26 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 15.18. Any person who contravenes or attempts to contravene clause 15.26, may, as provided for under section 10(2) of the Act, be expelled from the meeting.
- 15.28 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by Council or person presiding, may, by using such force as is reasonably necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

Note: Failure to comply with a direction to leave a meeting is an offence under section 660 of the Act carrying a maximum penalty of 20 penalty units.

16. Conflicts of Interest

- 16.1 All Councillors and, where applicable, all other persons, must declare and manage conflicts of interest they have in matters being considered at meetings of Council and the Committees of Council in accordance with Council's Code of Conduct. All declarations of conflicts of interest must be recorded in the minutes of the meeting at which the declaration was made.
- 16.2 Councillors attending a meeting by audio-visual link must declare and manage any conflicts of interest they have in matters being considered at the meeting in accordance with Council's Code of Conduct. Where a Councillor has declared a conflict of interest in a matter being discussed at the meeting, the Councillor's audio-visual link to the meeting must be suspended or terminated and the Councillor must not be in sight or hearing of the meeting at any time during which the matter is being considered or discussed by Council or the Committee, or at any time during which Council or the Committee is voting on the matter.

17. Decisions of the Council

Council decisions

- 17.1 A decision supported by a majority of the votes at a meeting of Council at which a quorum is present is a decision of Council.



Note: Clause 17.1 reflects section 371 of the Act.

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

Rescinding or altering Council decisions

- 17.3 A resolution passed by Council may not be altered or rescinded except by a motion to that effect of which notice has been given in accordance with this Code.

Note: Clause 17.3 reflects section 372(1) of the Act.

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

Note: Clause 17.4 reflects section 372(2) of the Act.

- 17.5 If a motion has been lost, a motion having the same effect must not be considered unless notice of it has been duly given in accordance with this Code.

Note: Clause 17.5 reflects section 372(3) of the Act.

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

Note: Clause 17.6 reflects section 372(4) of the Act.

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

Note: Clause 17.7 reflects section 372(5) of the Act.

- 17.8 The provisions of clauses 17.5–17.7 concerning lost motions do not apply to motions of adjournment.

Note: Clause 17.8 reflects section 372(7) of the Act.

- 17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.11 with the consent of all signatories to the notice of motion.

- 17.10 A motion to alter or rescind a resolution of Council may be moved on the report of a Committee of Council and any such report must be recorded in the minutes of the meeting of Council.

Note: Clause 17.10 reflects section 372(6) of the Act.

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

- (a) a notice of motion signed by three (3) Councillors is submitted to the Chairperson at the meeting, and



- (b) Council resolves to deal with the motion at the meeting on the grounds that it is urgent and requires a decision by Council before the next scheduled ordinary meeting of Council.
- 17.12 A motion moved under clause 17.11(b) can be moved without notice. Despite any other provision of this Code, only the mover of a motion referred to in clause 17.11(b) and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 17.13 A resolution adopted under clause 17.11(b) must state the reasons for the urgency.

Recommitting resolutions to correct an error

- 17.14 Despite the provisions of this Part, a Councillor may, with the leave of the Chairperson, move to recommit a resolution adopted at the same meeting:
 - (a) to correct any error, ambiguity or imprecision in Council's resolution, or
 - (b) to confirm the voting on the resolution.
- 17.15 In seeking the leave of the Chairperson to move to recommit a resolution for the purposes of clause 17.14(a), the Councillor is to propose alternative wording for the resolution.
- 17.16 The Chairperson must not grant leave to recommit a resolution for the purposes of clause 17.14(a), unless they are satisfied that the proposed alternative wording of the resolution would not alter the substance of the resolution previously adopted at the meeting.
- 17.17 A motion moved under clause 17.14 can be moved without notice. Despite any other provision of this Code, only the mover of a motion referred to in clause 17.14 and the Chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 17.18 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.14.
- 17.19 A motion moved under clause 17.14 with the leave of the Chairperson cannot be voted on unless or until it has been seconded.

18. Time Limits on Council Meetings

- 18.1 Meetings of Council and Committees of Council are to conclude no later than 11pm.
- 18.2 If the business of the meeting is unfinished at 11pm, and Council does not resolve to extend the meeting for a period of 30 minutes (i.e. 11.30pm) for the purpose of concluding the matter under consideration or the remaining items on the agenda, the Chairperson must either:
 - (a) defer consideration of the remaining items of business on the agenda to the next ordinary meeting of Council, or
 - (b) adjourn the meeting to a time, date and place fixed by the Chairperson.
- 18.3 Clause 18.2 does not limit the ability of Council or a Committee of Council to resolve to adjourn a meeting at any time. The resolution adjourning the meeting must fix the time, date and place that the meeting is to be adjourned to.



- 18.4 Where a meeting is adjourned under clause 18.2 or 18.3, the General Manager must:
- (a) individually notify each Councillor of the time, date and place at which the meeting will reconvene, and
 - (b) publish the time, date and place at which the meeting will reconvene on Council's website and in such other manner that the General Manager is satisfied is likely to bring notice of the time, date and place of the reconvened meeting to the attention of as many people as possible.

19. After the Meeting

Minutes of meetings

- 19.1 Council is to keep full and accurate minutes of the proceedings of meetings of Council.

Note: Clause 19.1 reflects section 375(1) of the Act.

- 19.2 At a minimum, the General Manager must ensure that the following matters are recorded in Council's minutes:
- (a) the names of Councillors attending a Council meeting and whether they attended the meeting in person or by audio-visual link,
 - (b) details of each motion moved at a Council meeting and of any amendments moved to it,
 - (c) the names of the mover and seconder of the motion or amendment,
 - (d) whether the motion or amendment was passed or lost, and
 - (e) such other matters specifically required under this Code.

- 19.3 The minutes of a Council meeting must be confirmed at a subsequent meeting of Council.

Note: Clause 19.3 reflects section 375(2) of the Act.

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

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

Note: Clause 19.5 reflects section 375(2) of the Act.

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

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

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

- 19.8 Council and Committees of Council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting.



Note: Clause 19.8 reflects section 11(1) of the Act.

- 19.9 Clause 19.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public.

Note: Clause 19.9 reflects section 11(2) of the Act.

- 19.10 Clause 19.8 does not apply if Council or the Committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act.

Note: Clause 19.10 reflects section 11(3) of the Act.

- 19.11 Correspondence or reports to which clauses 19.9 and 19.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

Implementation of decisions of Council

- 19.12 The General Manager is to implement, without undue delay, lawful decisions of Council.

Note: Clause 19.12 reflects section 335(b) of the Act.

20. Council Committees

Application of this Part

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

Council Committees whose members are all Councillors

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

Functions of Committees

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

Notice of Committee meetings

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



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

Non-members entitled to attend Committee meetings

- 20.8 A Councillor who is not a member of a Committee of Council is entitled to attend, and to speak at a meeting of the Committee. However, the Councillor is not entitled:
- (a) to give notice of business for inclusion in the agenda for the meeting, or
 - (b) to move or second a motion at the meeting, or
 - (c) to vote at the meeting.

Chairperson and Deputy Chairperson of Council Committees

- 20.9 The Chairperson of each Committee of Council must be:
- (a) the Mayor, or
 - (b) if the Mayor does not wish to be the Chairperson of a Committee, a member of the Committee elected by Council, or
 - (c) if Council does not elect such a member, a member of the Committee elected by the Committee.
- 20.10 Council may elect a member of a Committee of Council as Deputy Chairperson of the Committee. If Council does not elect a Deputy Chairperson of such a Committee, the Committee may elect a Deputy Chairperson.
- 20.11 If neither the Chairperson nor the Deputy Chairperson of a Committee of Council is able or willing to preside at a meeting of the Committee, the Committee must elect a member of the Committee to be acting Chairperson of the Committee.
- 20.12 The Chairperson is to preside at a meeting of a Committee of Council. If the Chairperson is unable or unwilling to preside, the Deputy Chairperson (if any) is to preside at the meeting. If neither the Chairperson nor the Deputy Chairperson is able or willing to preside, the acting Chairperson is to preside at the meeting.

Procedure in Committee meetings

- 20.13 Subject to any specific requirements of this Code, each Committee of Council may regulate its own procedure. The provisions of this Code are to be taken to apply to all Committees of Council.
- 20.14 Whenever the voting on a motion put to a meeting of the Committee is equal, the Chairperson of the Committee is to have a casting vote as well as an original vote unless Council or the Committee determines otherwise in accordance with clause 20.13.
- 20.15 Voting at a Council Committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

Mayoral minutes

- 20.16 The provisions of this Code relating to mayoral minutes also apply to meetings of Committees of Council in the same way they apply to meetings of Council.



Closure of Committee meetings to the public

- 20.17 The provisions of the Act and Part 14 of this Code apply to the closure of meetings of Committees of Council to the public in the same way they apply to the closure of meetings of Council to the public.
- 20.18 If a Committee of Council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the Chairperson must make the resolution or recommendation public as soon as practicable after the meeting or part of the meeting has ended and report the resolution or recommendation to the next meeting of Council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.
- 20.19 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the Chairperson under clause 20.18 during a part of the meeting that is livestreamed where practicable.
- 20.20 The General Manager must cause business papers for items of business considered during a meeting, or part of a meeting, that is closed to public, to be published on Council's website as soon as practicable after the information contained in the business papers ceases to be confidential.
- 20.21 The General Manager must consult with the Committee and any other affected persons before publishing information on Council's website under clause 20.20 and provide reasons for why the information has ceased to be confidential.

Disorder in Committee meetings

- 20.22 The provisions of the Act, the Regulation, and this Code relating to the maintenance of order in Council meetings apply to meetings of Committees of Council in the same way they apply to meetings of Council.

Minutes of Council Committee meetings

- 20.23 Each Committee of Council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a Committee must ensure that the following matters are recorded in the Committee's minutes:
- (a) the names of Councillors attending a meeting and whether they attended the meeting in person or by audio-visual link,
 - (b) details of each motion moved at a meeting and of any amendments moved to it,
 - (c) the names of the mover and seconder of the motion or amendment,
 - (d) whether the motion or amendment was passed or lost, and
 - (e) such other matters specifically required under this Code.
- 20.24 The minutes of meetings of each Committee of Council must be confirmed at a subsequent meeting of the Committee.
- 20.25 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 20.26 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.



- 20.27 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 20.28 The confirmed minutes of a meeting of a Committee of Council must be published on Council's website. This clause does not prevent Council from also publishing unconfirmed minutes of meetings of Committees of Council on its website prior to their confirmation.

21. Irregularities

- 21.1 Proceedings at a meeting of Council or a Council Committee are not invalidated because of:
- (a) a vacancy in a civic office, or
 - (b) a failure to give notice of the meeting to any Councillor or Committee member, or
 - (c) any defect in the election or appointment of a Councillor or Committee member, or
 - (d) a failure of a Councillor or a Committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a Council or Committee meeting in accordance with Council's Code of Conduct, or
 - (e) a failure to comply with this Code.

22. Definitions

Term	Meaning
the Act	means the <i>Local Government Act</i> 1993
act of disorder	means an act of disorder as defined in clause 15.10 of this Code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
audio-visual link	means a facility that enables audio and visual communication between persons at different places
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
Chairperson	in relation to a meeting of Council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 6.1 and 6.2 of this Code, and in relation to a meeting of a Committee – means the person presiding at the meeting as provided by clause 20.9 of this Code

this Code	means Council's adopted Code of Meeting Practice
Committee of Council	means a Committee established by Council in accordance with clause 20.2 of this Code (being a Committee consisting only of Councillors) or Council when it has resolved itself into Committee of the whole under clause 12.1
Council Official	includes Councillors, members of staff of Council, administrators, Council Committee members, delegates of Council and any other person exercising functions on behalf of Council
Day	means calendar day
Division	means a request by two (2) Councillors under clause 11.6 of this Code requiring the recording of the names of the Councillors who voted both for and against a motion
Livestream	a video broadcast of a meeting transmitted across the internet concurrently with the meeting
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means
planning decision	means a decision made in the exercise of a function of Council under the <i>Environmental Planning and Assessment Act</i> 1979 including any decision relating to a development application, an environmental planning instrument, a development control plan, a planning agreement or a development contribution plan under that Act, but not including the making of an order under Division 9.3 of Part 9 of that Act
performance improvement order	means an order issued under section 438A of the Act
quorum	means the minimum number of Councillors or Committee members necessary to conduct a meeting
the Regulation	means the <i>Local Government (General) Regulation</i> 2021
Year	means the period beginning 1 July and ending the following 30 June