# **Operating Guidelines**

# Southern Highlands Hockey Centre Committee

These guidelines have been prepared to provide guidance to future members of both the Association Executive Committee and members of the Hockey Centre Committee.

# **History**

The Southern Highlands Hockey Centre Committee (SHHCC) was established as a requirement under the Deed of Licence between Southern Highlands Hockey Incorporated (SHHA) being the Association and Wingecarribee Shire Council.

It is a separately incorporated Committee established under Council resolution and adopts the model constitution under the Associations Act and has a financial year end of 30th June.

The Committee comprises the standing President of SHHA, a nominee of Council and four other nominees of the Hockey Association. It was formed to control and manage all financial and operational matters relating to the hockey facility.

The current Committee has been appointed under a Council resolution on the 11<sup>th</sup> May 2011 to serve until 31<sup>st</sup> March 2024 when the current licence is due for renewal. See copy of Council Resolution marked Annexure A.

The Committees charter extends only to financial and management issues relating to the Hockey Centre such as-

- determination and collection of turf fees from Clubs and other users of the surface
- repayment of loans provided by Council to fund the surface in terms of their Deed of Loan

- making financial provision for future replacement of the surface mats
- approving any capital improvements to the Hockey Centre
- carrying out required maintenance to the facility
- administering the lease on the canteen facilities
- the Committee conducts its own bank account to that of the SHHA to maintain funds generated from the surface separately from the operational accounts of the SHHA
- pursuit of grant monies available for future development of the Hockey Centre

First games were played on the synthetic surface on Saturday 5<sup>th</sup> June 2004 and the first game played was between Moss Vale/Burrawang and Bowral 1<sup>st</sup> Grade Men which was won by Bowral 5-2.

The surface was officially opened by SHHA and Mayor Gordon Lewis of Council on Saturday 18<sup>th</sup> September 2004.

The original cost of the project was \$990,000 of which SHHA contributed \$50,000, borrowed \$500,000 from Council and the balance of \$440,000 was contributed as a grant by Wingecarribee Shire Council.

The Memorandum of Understanding between SHHA and Council provided as a requirement under our licence for the centralisation of all hockey to the Welby Heights Hockey Centre. All Clubs signed off on that agreement with an undertaking they relinquish use of their then existing fields which Council then closed for playing of competition hockey. A copy of this MOU is enclosed.

There has been approval for certain Clubs to continue Junior training at their fields including Burrawang at their training surface, but these are separate arrangements between Clubs and Council and are subject to them applying to Council for that use. The SHHCC has no interest in these arrangements.

In 2020 the Committee completed the construction of the second synthetic surface at a total cost of \$1.05m. This was funded through grant funding by the State Government under the Stronger Communities Grant \$374,622, Club Grants Infrastructure Program \$235,000 and an interest free loan from Council of \$446,500. While the field was completed for the start of the 2020 Winter season due to COVID the first game wasn't played until 18<sup>th</sup> July 2020. The first game played on the new field was between Moss Vale and Bowral Wallabies 3<sup>rd</sup> Grade Men which was won by Wallabies 5-3.

The new field was officially opened by Mayor Duncan Gair on Sunday 12<sup>th</sup> July 2020.

SHHCC Committee members David Mackay, Sandra Sharpe, Steve Bedson & Glen Isedale were recgonised for their contribution to Hockey Centre by having fields named after them. Field 1 was named Bedson/Isedale Field with Field 2 named Mackay/Sharpe field.

Inconjuction with the new field development the SHHCC were successful in securing a grant through the Australian Sports Commission for \$197,000 which was used to light the new field with LED floodlights, and to convert the first field metal halide lights to LED. The total cost of this project was \$245,000 with the balance of funding met by the SHHCC.

In February 2020 the SHHCC was successful in an application for grant funding through the NSW Sport Regional Facility Fund in the sum of \$328,000 to replace the mat on Field 1. This project was completed at a cost of \$329,000 and the field was available for the start of the 2021 winter season.

An opening day was held for the new field with the CEO of Hockey NSW, Life Members and Clubs in attendance. To celebrate the opening a game was played between the Steve Bedson (Moss Vale) and Glen Isedale (Mittagong) Eleven, who the field is named after, with the result after a hard fought 40 minutes appropriately at Nil all.

# **Council Loan**

Funding for the Hockey Centre and first field was provided as mentioned, through a combination of a loan by Wingecarribee Shire Council, grants and cash. The original loan in 2004 was \$500,000 with interest charged at 5% per annum. The loan term was 20 years from 2004.

Repayments were \$22183.49 per half year (i.e \$44366.98 p/a) due by 30<sup>th</sup> June and 31<sup>st</sup> December.

A copy of the original Deed of Loan is included as Annexure B

This loan was repaid in July 2011 with a cheque presented to Council for \$97799.79 which was 13 years ahead of the original term. The press release is at the back of this manual.

The loan from Council for the second field project was funded in 2020 over a term of 10 years and provided on an interest free basis.

Repayments are \$22,273.30 per half year payable by the 1<sup>st</sup> April and 1<sup>st</sup> October.

A copy of the current Deed of Loan is included with this manual.

It is a requirement under our Memorandum of Understanding that we provide Council with a copy of the Association financial statements each year and a copy of our Public Liability Insurance. This policy is provided by Sportscover and specifically indemnifies the Council from claims. It is to be downloaded each year from the HNSW website.

# **Facility Use Agreement**

Southern Highlands Hockey has been granted a licence for exclusive use of the Hockey Centre for a term of 20 years to 31<sup>st</sup> March 2024. No fees are payable under this licence although it will be reviewed periodically by Council.

As the holder of a licence, we as the licencee are not subject to Councils User Agreements or their sporting fields user pays policy or any licence fees as we meet all outgoings on the Hockey Centre. A copy of Councils resolution approving this fee arrangement and a copy of our Licence are enclosed.

Our licence records the area within the fenced boundary around the Hockey Centre as the responsibility of the SHHCC.

# **Fees**

Turf fees were initially established in consultation with Clubs prior to opening of the first surface. The SHHCC has responsibility of determining fees which will be reviewed annually and need to take into account the following-

- loan repayments to Council
- insurance costs
- repairs and maintenance
- allowance for future replacement of the synthetic mats
- electricity costs (if applicable)
- future allowance for light replacement
- any other expenses that may arise from time to time which should be reviewed in line with past years expenditure

Fees were last increased in 2012 and are-

- Playing fees for Under 13/15's and Senior competitions \$70 per team per game.
- Under 9/11's \$25 per game per team as they use half field for reduced time.
- No turf fees for Minkies
- Turf fees are charged for Senior Semi's and Finals but not Grand Finals.
- Juniors are not charged for Semi's, Finals or Grand Finals
- In the event of forfeits, the forfeiting team is liable for the full turf fee (\$140). It is the responsibility of the team that received

the forfeit win to collect the full turf fee from the other team. Clubs will not be re-invoiced, or credited by the SHHCC for forfeits.

- Training fees \$55 per hour for half field Seniors only. No fees are levied for Junior training.
- High Schools and Illawarra Academy of Sport \$80 per game or per hour for training. This fee will also apply for all private bookings.
- Charges for other users of the facility will be determined by the SHHCC and will be assessed based on type of use. Primary Schools are not charged as they represent an opportunity to grow participation in our sport.
- Clubs holding their own development days or tournaments such as the Barry Howe Cup, will need to complete and submit the SHHCC User Agreement prior to the event. A copy of this agreement is included as Annexure H

A letter is forwarded to Clubs with their invoices for turf fees outlining due dates, banking details and any other relevant information relating to the charges. A copy of this letter is Annexure I.

The SHHA Coordinator has a game schedule template which is provided to the SHHCC outlining all rounds split into age groups for the season for each team in the competition. Fees are calculated off that spreadsheet verified and once approved by the SHHCC invoices issued.

The SHHCC is not registered for GST as its income is below the current income threshold of \$100,000 required for registration so no GST is charged to turf fees.

Bookings and access for the Hockey Centre are managed by the Association Co-Ordinator and invoices are issued by the SHHCC once the Coordinator confirms the booking.

### Insurance

The synthetic surface and surrounding infrastructure except the canteen building, is insured by Council. Refer to the copy of Councils resolution enclosed.

Insurance for the canteen building is arranged by the SHHCC through Macey Insurance Brokers in Bowral.

Insurance for the contents of the canteen are the responsibility of the lessee.

# Canteen

The canteen operation has been leased since 2005. Clubs were offered the lease initially with no acceptances so the canteen was put out to lease through public tender.

Terms and conditions of this lease are negotiated with the successful lessee and a copy of the lease is included with this manual.

# **Competition Draws**

# **Winter Competition**

The budgets for the synthetic surface have been based on a minimum 20 week winter season for Seniors and 16 rounds for Juniors. This does not include semi/final & grand final matches which are in addition to this schedule.

The Junior competition will sometimes vary in length due to when Easter occurs but is not to be less than 16 rounds excluding semi/finals and grand finals.

The draw is to be presented to the SHHCC for approval prior to issue to Clubs to ensure it meets the minimum game scheduling.

There is to be no provision within the competition draw for cancellation of games or rounds. Should games or rounds be abandoned or cancelled due to weather or any other reason, the Association Executive Committee are to ensure these games or rounds are rescheduled prior to the semi-finals. If Clubs agree not to play any rounds they will still be charged the relative turf fee applying to that game. No refunds on turf fees apply.

If for whatever reason play is called off after starting, the game will be considered complete and a result recorded after 50% of play or half-time called. If teams elect under agreement to replay this game and it is approved by the Executive Committee, then no additional turf fees will be charged to the replayed game.

Invoicing of Turf Fees will be handled by the SHHCC. The Association Coordinator has a template spreadsheet to record the teams games

which is to be completed and submitted to the SHHCC to arrange invoicing when the competition is confirmed.

# **Summer Competition**

The summer competition is operated on more a social basis and the income for this competition is split between the organising Club and the SHHCC. It is not included within the operating budgets of the SHHCC. Accordingly the structure of that competition can be determined by the Association Executive without reference to the SHHC.

The Association Executive Committee will determine the annual training times on the surface for Clubs.

# **Field Lights**

The lights are operated under an automated Cloudmaster system. This system allows for the field lighting to be programmed at the start of the season remotely and will run automatically.

The field lights are now all converted to LED's which will result in around a \$10,000 saving per annum on globe replacement and other maintenance that was required with the metal halide fittings. The lights have a service life of 20 years so the SHHCC will need to start allowing for replacement in their budgets from 2030.

The electrical contractor for the SHHCC is Grant Watts at Power by Watts. They are the only electricians to be contacted for any issues relating to field lighting or any other electrical issues in the facility.

# **Security**

The facility has controlled padlocks with restricted keys.

Current key holders at the time of writing this manual are-

David Mackay, Steve Bedson, Glen Isedale, Sandra Sharpe, Association President, Association Co-Ordinator, Grant Watts (Electrician) Mowing Contractor, Security Person and Canteen Lessee.

There is a lock box located on the front gate which is coded. The code is only available to the Association President, Vice-President, Coordinator and is for emergency use if a key-holder is not available. The combination for this box will be changed following access of anyone other than the combination holders.

Common padlocks are on all gates including the service gates to the fields. Ambulances or any vehicles are **not** to be driven on either field for any reason. The gate access to the fields is for ambulance personnel and cleaning only.

Junior goals have been padlocked and Clubs have been issued keys for these separately coded locks.

# **Cleaning**

Cleaning is carried out weekly of the toilets and dugouts and currently is contracted to the canteen operator during the season who is paid from the Associations general account.

Garbage collection is contracted to J R Richards the cost for which is also paid from the general account by the Executive Committee.

Lawn mowing is undertaken by Chris Boggs who is also paid upon invoice through the Association general account.

The surface is cleaned annually by Sportsclean a contractor associated with Dynamic Sports Surfaces in Moss Vale. This cost is met from the Association general account and bookings are arranged through Sandra Sharpe.

# **Plan of Management**

A documented Plan of Management was prepared by Council in association with SHHCC for the future development of the Welby Heights fields. This document includes the provision of both synthetic fields and development of adjoining areas for carparking and other activities.

A copy is provided with this document and is to be referred to in dealings with Council over future development of the Hockey Centre.

# **Conclusion**

This document is to provide a general guideline for the operation of the Hockey Centre for future committees. Please be mindful that the Centre is an asset for all of Hockey and not individual Clubs. Accordingly Executive Committees are to ensure that equal access is provided to all Clubs.

A DVD has been provided with this document which has copies of the forms referred to in this manual.

David Mackay SHHCC

# **List of Contacts**

# **Committee Members**

David Mackay Ph 0412298643

Steve Bedson Ph 0400065963

Glen Isedale Ph 0414753810

Sandra Sharpe Ph 0409864256

# **Trades/Supplier Contacts**

**Grant Watts-Power by Watts** Ph 48682834

Maceys Insurance Brokers Ph 48621966

Bluevane Scoreboards Ph 03 98709331

# WINGECARRIBEE SHIRE COUNCIL

### AGENDA FOR THE ORDINARY MEETING OF COUNCIL

held in the Council Chamber, Civic Centre, Elizabeth Street, Moss Vale on Wednesday, 11 May 2011

### REPORT OF DIRECTOR CORPORATE SERVICES

o-CS3 Proposal to Amend Memorandum of Understanding with the Southern Highlands Hockey Association

Reference:

6552/3 and 6614/3

Responsible Manager:

Director of Corporaté Services

### **PURPOSE**

The objective of this report is to inform Council of the current status of the Memorandum of Understanding (MoU) between Council and the Southern Highlands Hockey Association Incorporated (SHHA) and to propose changes to the MoU which have been the subject of negotiation between Council and the SHHA.

### **SUMMARY**

The MoU between Council and the SHHA provides for a body known as the Welby Heights Facility Committee ("WHFC"). This body administers the financial aspects of the Welby Hockey facility, which was constructed with funds largely loaned and granted by Council. The arrangement has been very successful to date, but a deficiency has been identified in the MoU that could potentially expose Council's at risk for timely recuperations of the loan.

It is therefore proposed by both the SHHA and Council staff that the MoU between Council and the SHHA be amended to solidify the membership and legal status of the WHFC.

### **REPORT**

### **BACKGROUND**

In 2002, Council resolved to loan the SHHA the sum of \$500,000 to assist them with the construction of a state-of-the-art hockey facility and surface in Welby. In addition to this loan, Council also issued a grant of \$300,000 towards the construction of the facility. The SHHA contributed \$50,000 towards the project.

In order to ensure timely repayment of the loan, Council required the SHHA to enter into the MoU which established a committee, the WHFC, to manage the Welby Hockey facility and the repayment of the loan with Council. The committee in its present form has done an excellent job of servicing the loan and is currently nearly \$50,000 ahead of their projected loan repayment obligations.

This committee consists of:

- 1. The President of the SHHA, whomever that may be from time to time;
- 2. A Council nominee (this role has been filled by the Director of Corporate Services since the execution of the MoU); and
- 3. Four other nominees of the SHHA, nominated by SHHA.

### **DETAILS OF PROPOSAL**

It has been proposed by the SHHA that the MoU be amended as follows:

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- 1. That, with the exception of the Council representative and the SHHA President, the appointment or replacement of committee members to the WHFC be undertaken by the incumbent members of the WHFC.
- 2. That this arrangement remain in place until the expiry of the current license agreement over the Welby Hockey facility, currently 31 March 2024.
- 3. That the WHFC not be disbanded without the permission of Council.

Council staff concur with this recommendation, in particular having regard to the current and previous success of the relationship between Council and the WHFC.

Furthermore, any such amendment to the MoU as proposed would require the concurrence of the SHHA (as required by clause 11.1 of the MoU), and would maintain the Council nominee and incumbent SHHA President as permanent members of the committee.

### STATUTORY ASSESSMENT

Council has the power to undertake this amendment pursuant to ss.23-24 of the Local Government Act.

### CONSULTATION

The matter was raised by the SHHA and consultation between Council staff, The SHHA and WHFC committee. There has been universal agreement on these changes which will clarify the ongoing responsibility and accountability for loan repayments.

### SUSTAINABILITY ASSESSMENT

### Environment

There are no environmental issues identified.

### Social

There are no social issues identified.

### Culture

There are no cultural issues identified.

### Broader Economic Implications

This proposal is fiscally responsible in ensuring securing the future of the loan repayments on the Welby facility and as such is likely to maintain a positive budgetary impact.

### Governance

This proposal clarifies the responsibility and operational procedures of Council and the SHHA within the terms of the MoU.

### RELATIONSHIP TO CORPORATE PLANS

This proposal is in accordance with Council policies and corporate plans.



### AGENDA FOR THE ORDINARY MEETING OF COUNCIL

held in the Council Chamber, Civic Centre, Elizabeth Street, Moss Vale on Wednesday, 11 May 2011

### REPORT OF DIRECTOR CORPORATE SERVICES

### **BUDGET IMPLICATIONS**

This proposal is fiscally responsible in ensuring securing the future of the loan repayments on the Welby facility and as such is likely to maintain a positive budgetary impact.

### **RELATED COUNCIL POLICY**

This proposal is in accordance with Council policies and corporate plans.

### **OPTIONS**

Council's only option in considering alternatives to the proposal outlined herein is to maintain the status quo. This amendment reduces potential risk exposure.

### **ATTACHMENTS**

There are no attachments to this report.

### RECOMMENDATION

<u>THAT</u> Council authorise the General Manager to negotiate with the Southern Highlands Hockey Association and the Welby Heights Facility Committee to amend the Memorandum of Understanding concerning the financial management of the Welby Hockey Facility on terms agreeable to the parties, and to finalise such an amendment in accordance with the terms required by the Memorandum of Understanding.



### MINUTES OF THE ORDINARY MEETING OF COUNCIL

held in the Council Chamber, Civic Centre, Elizabeth Street, Moss Vale on Wednesday, 11 May 2011

REPORT OF DIRECTOR CORPORATE SERVICES

o-CS3

Proposal to Amend Memorandum of Understanding with the Southern Highlands Hockey Association

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Responsible Manager:

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The objective of this report is to inform Council of the current status of the Memorandum of Understanding (MoU) between Council and the Southern Highlands Hockey Association Incorporated (SHHA) and to propose changes to the MoU which have been the subject of negotiation between Council and the SHHA.

### OC 69/11

The Committee on a MOTION moved by Cir D Stranger and seconded by Cir J Mauger RECOMMENDED:

THAT Council authorise the General Manager to negotiate with the Southern Highlands Hockey Association and the Welby Heights Facility Committee to amend the Memorandum of Understanding concerning the financial management of the Welby Hockey Facility on terms agreeable to the parties, and to finalise such an amendment in accordance with the terms required by the Memorandum of Understanding.

### **PASSED**

### LOAN AGREEMENT

### THIS AGREEMENT is made on the day of October 2020

BETWEEN WINGECARRIBEE SHIRE COUNCIL

ABN 49 546 344 354

Civic Centre, Elizabeth Street MOSS VALE NSW 2577

("Council")

AND SOUTHERN HIGHLANDS HOCKEY INCORPORATED

ABN 91 913 949 753

PO Box 519

**BOWRAL NSW 2576** 

("SHHI")

AND SOUTHERN HIGHLANDS HOCKEY CENTRE COMMITTEE

INCORPORATED ABN 63 376 990 481

PO Box 519

**BOWRAL NSW 2576** 

("SHHCC")

### 1. RECITALS

- 1.1. SHHI administers and conducts the sport of hockey within the Wingecarribee Shire Local Government Area.
- 1.2. SHHCC oversees the provision of hockey facilities for the use of Southern Highlands hockey teams.
- 1.3. A non-exclusive twenty year licence of land ("the Land") situated at Welby Heights which commenced on 1 April 2004 exists between Wingecarribee Shire Council Crown Reserve Reserves Trust and SHHI.
- 1.4. A second synthetic hockey field has been constructed on the Land at Welby Heights.
- 1.5. At its meeting on 27 November 2013 Council resolved to provide a loan to Southern Highlands Hockey for the purpose of construction of a second synthetic hockey field (MN 466/13). The provisions of the approved loan were amended at the ordinary meeting of Council on 26 February 2014 (MN 28/14).
- 1.6. SHHI acknowledges that its contribution toward the cost of construction of the synthetic hockey field does not give rise to an interest in the hockey fields beyond the licence which exists between Wingecarribee Shire Council Crown Reserve Reserves Trust and SHHI which commenced on 1 April 2004 and was executed on 16 March 2007.

### 2. PROJECT FUNDING

2.1. The project cost of \$1,055,088 is to be funded by the following means:

2.1.1. Stronger Country Communities Grant	\$374,622
2.1.2. Loan to SHHI and SHHCC from Council	\$445,466
2.1.3. Additional contribution from SHHI and SHHCC	\$235,000

2.2. The Loan from Council will be used solely for the purpose of construction of a second synthetic hockey field on the Land and for no other purpose.

### 3. THE LOAN CONDITIONS

- 3.1. Council agrees to lend SHHI and SHHCC the sum of \$445,466 provided that SHHI and SHHCC execute this agreement.
- 3.2. SHHI and SHHCC will repay the loan in bi-annual instalments in line with Annexure 1 of this agreement.

### 4. DEFAULT IN PAYMENT

- 4.1. Should any payments be received more than seven days in arrears, interest of 5% will be charged on the instalment for which the payment is overdue.
- 4.2. If SHHI and SHHCC fail to comply with clause 3 of this agreement and Council does not receive the instalment amount due to it within 30 days of the instalment date, then Council may take legal action against SHHI and SHHCC to recover all amounts remaining due to it from SHHI and SHHCC under this Agreement.

### 5. CONFIDENTIALITY

- 5.1. Except for the purpose of:
  - 5.1.1. Obtaining professional advice regarding this Agreement; or
  - 5.1.2. Complying with a legal obligation; or
  - 5.1.3. Enforcing the terms of this Agreement;

Each party agrees to keep the terms of this Agreement confidential.

### 6. GENERAL

- 6.1. The parties to this loan agreement agree that this Agreement
  - 6.1.1. contains the whole agreement between the parties and supersedes any prior agreement between the parties or understanding of any of them regarding its subject matter; and
  - 6.1.2. can only be amended in writing signed by all the parties.
- 6.2. This Agreement is governed by the laws of the state of New South Wales, Australia and each party agrees to submit to the jurisdiction of the Courts of that state in proceedings arising out of or in connection with this Agreement.
- 6.3. Each party agrees to pay its own costs and expenses incurred in connection with this Agreement and its preparation.

EXECUTED for WINGECARRIBEE SHIRE C Manager, in the presence of:  Witness Signature	OUNCIL by the Mayor and General  Duncan Gair  Mayor			
Witness Name	Barry W Paull Acting General Manager			
EXECUTED for SOUTHERN HIGHLAND accordance with section 127 of the Corporation				
Witness Signature	Chairperson			
Mitness Name	Name of Chairperson			
	33He			
	Board Member/Secretary			
	Sandis Sharpe			
	Name of Board Member/Secretary			
EXECUTED for SOUTHERN HIGHLANDS HOCKEY CENTRE COMMITTEE INCORPORATED in accordance with section 127 of the Corporations Act 2001 in the presence of:				
	1			
Witness Signature	Chairperson			
2	Mari Markey			
me Warming	Name of Chairperson			
Witness Name				
	Board Member/Secretary			
	Sanda Strape			
	Name of Board Member/Secretary			

# ANNEXURE 1 – PAYMENT SCHEDULE

Payment #	Date	Payment	Loan amount outstanding
	Date of loan agreement		\$445,466.00
1	1/04/2021	\$22,273.30	\$423,192.70
2	1/10/2021	\$22,273.30	\$400,919.40
3	1/04/2022	\$22,273.30	\$378,646.10
4	1/10/2022	\$22,273.30	\$356,372.80
5	1/04/2023	\$22,273.30	\$334,099.50
6	1/10/2023	\$22,273.30	\$311,826.20
7	1/04/2024	\$22,273.30	\$289,552.90
8	1/10/2024	\$22,273.30	\$267,279.60
9	1/04/2025	\$22,273.30	\$245,006.30
10	1/10/2025	\$22,273.30	\$222,733.00
11	1/04/2026	\$22,273.30	\$200,459.70
12	1/10/2026	\$22,273.30	\$178,186.40
13	1/04/2027	\$22,273.30	\$155,913.10
14	1/10/2027	\$22,273.30	\$133,639.80
15	1/04/2028	\$22,273.30	\$111,366.50
16	1/10/2028	\$22,273.30	\$89,093.20
17	1/04/2029	\$22,273.30	\$66,819.90
18	1/10/2029	\$22,273.30	\$44,546.60
19	1/04/2030	\$22,273.30	\$22,273.30
20	1/10/2030	\$22,273.30	\$0.00