
Information Only - 21 June 2018

ITEM 9.11 **Grants Report**

FILE REFERENCE **I18/279**

AUTHOR **Acting General Manager**

ISSUE

Advising Council of grants currently available and grants currently being applied for by Council's Grants Officer.

RECOMMENDATION That -

1. Council receive and note the report as information.

BACKGROUND

Nil

REPORT

A comprehensive list of currently available grants is on the Council Webpage – Community – Grants.

Grants Available: (For detailed information on available grants listed below please refer to Council's website)

- Veolia Mulwaree Trust – Closes 22 August 2018
- In a Good Place Program – Closes 20 August 2018
- Community Visitors Scheme – Closes 26 June 2018
- Cancer Research Annual Grant – 22 June 2018
- Health & Disability Funding – Closes 7 December 2018
- Boosting Dementia Research Grant Round 4 – Closes 25 July 2018
- Settlement Engagement and Transition Support – Community Capacity Building – 26 June 2018
- Waste Less, Recycle More – Organics Collections Program – 28 June 2018
- Mazda Foundation Grant Program – Closes 30 September 2018
- Enhancing Country Health Outcomes – Closes 9 July 2018

Information Only
GRANTS REPORT cont'd

- FRRR/ANZ Seeds of Renewal Program – Closes 2 July 2018
- Google.org Impact Challenge – Closes 6 July 2018
- Tourism Demand Driver infrastructure – Closes 20 June 2018
- NSW ICC World T20 2020 Cricket Legacy Fund – Closes 13 July 2018
- Smart Cities and Suburbs – Closes 2 July 2018

Ongoing Grants:

- Local Sporting Champions
- Artist Support Quick Response Funding
- Festival Travel
- Loan Facilities
- Performers' Trust Foundation
- Regional Arts Fund – Quick Response Fund
- Regional Filming Fund
- State Development Loan
- Strategic Opportunities Program – Screen NSW
- Business Growth Grant
- Early Stage Venture Capital Limited Partnerships
- Entrepreneur's Programme – Accelerating Commercialisation
- Entrepreneurs' Programme – Innovation Connections Grant
- NSW Enterprise Incentive Scheme
- Space Concession
- Textile, Clothing & Footwear Corporatewear Scheme
- Venture Capital Limited Partnerships
- Child Care Rebate
- Inger Rice Foundation Grants
- TRADEX Scheme

Information Only
GRANTS REPORT cont'd

- Australian Communities Foundation Funding – Support for charitable organisations
- Community Benefit Card
- Community Commemorative Grants
- Easy Grants
- Google Ad Grants for Non-Profits
- Poverty & Disadvantage Small Grants
- Sunsuper's Dreams for a Better World Program
- The ClubGrants Scheme
- The Walter and Eliza Hall Trust
- UCF Small Grants
- Continence Aids Payment Scheme
- Rehabilitation Appliance Program
- Before and After School Care Fund
- Education Small Grants Program
- Black Spot Program
- Small Business Rebate
- Victims Support Scheme
- Youth Jobs PaTH
- Heritage Near Me Incentive program – Local Heritage Strategic Projects
- Sustainable energy in not-for-Profits Program
- #ContagionOfLove community micro-grants
- Aboriginal Benefits Foundation Grants
- Capacity Building Funding for native Title Corporations
- Community Led grants
- Indigenous Travel Grants
- Quick Response Aboriginal Artist Funding

Information Only
GRANTS REPORT cont'd

- Tailored Assistance Indigenous Employment Grants
- Automotive Transformation Scheme
- Community Broadcasting Foundation Emergency Grants
- Regional Jobs and Investment Packages
- Small & Quick Response Grants Program
- Linkage Projects – Promoting national and international collaborative research partnerships
- STEM+ Business Fellowship Program
- TechVouchers Program
- Biomedical Translation Fund
- Small Business Grant
- Sponsorship Grants for Student Science Engagement and International Competitions
- The Pearcey Foundation – National Awards
- Veteran and Community Grants
- Ignitor Fund – Supporting Social Enterprise Changemakers
- Social Enterprise Development and Investment Funds
- Facility Loan Scheme
- Local Sporting Champions program
- CSIRO Kick-Start Funding
- Incubator Support – Expert-in-Residence
- Incubator Support#New and Existing Incubators
- Minimum Viable Product Grants
- Tapping In-Student Start-Up Grant
- Matana Foundation for Young People Funding
- Misk Grand Challenges
- Transition to Independent Living Allowance

Information Only
GRANTS REPORT cont'd

- Telstra Business Women's Awards
- Google Ad Grants for Non-Profits
- Farm Innovation Fund

POLICY IMPACT

Nil

OPTIONS

Nil


FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council receive and note the report as information.

ATTACHMENTS

1. 	Grant Applications Report - June 2018 Council Meeting	Attachment
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Grant Applications (Applied for, awaiting determination or unsuccessful)

Grantee	Due/Sub mitted	Project	Council Contrib.	Amount Requested	Total	Outcome & Progress
Stronger Country Communities Fund (Round 2)	1.5.18	1.Memorial Oval Fit Out	\$0 \$0	\$315,000 \$300,000	\$315,000 \$300,000	Total ULSC Funding Available - \$1,188,772
		2.Active Villages Project	\$0 \$0	\$150,000 \$356,772	\$150,000 \$356,772	
		3.Lights Football Action	\$0	\$67,000	\$67,000	
		4.PAMP - Taralga, Binda, Bigga	\$0	\$449,983	\$449,983	
		5.Breadalbane Hall Pergola				
		6.PAMP - Crookwell, Dalton, Grabben				
		Gullen, Gunning, Laggan, Taralga				
Community Building Partnerships Program	15.6.18	Gunning Library Roof Replacement	\$30,000	\$20,000	\$50,00	Estimate only at time of reporting
Local Sport Grant Programme	17.10.17	Clifton Park Toilet Block	\$0	\$20,000	\$63,315 ex GST	Unsuccessful
Country Passenger Transport infrastructur e Grant EOI	26.2.18	Taralga, Bigga and Binda Bus Stops	Being costed	\$30,000	Yet to be confirmed	Awaiting request for business plan
Taralga Wind Farm	30 .3.18	Goodhew Park Picnic infrastructure	\$0	\$36,873.62	\$36,873.62	Unsuccessful
Growing Local Economies Fund – EOI	8.12.17	1. Grabine Road Upgrade	\$200,000	\$3,500,000	\$3,500,000	Business Plan feedback to consultant for Wombeyan Caves Road
		2. Wombeyan Caves Upgrade	\$100,000	\$3,395,700	\$3,495,700	
Full Application Business Plan	No deadline					
Building Better Regions Fund	14.12.17	1. Grabine Road Upgrade		\$3,500,000	\$5,495,000	Awaiting determinatio n
		2. Walkability in the Shire (PAMP)	\$93,639	\$788,000	\$1,669,741	
Funded Grant Projects						
Grantor	Due/Sub mitted	Project	Council Contrib.	Amount Requested	Total	Outcome & Progress

Veolia Mulwaree Trust	April 2018	Breadalbane Hall Patio	\$0	\$7,855	\$19,637	Breadalbane Hall S355 Committee contributing \$11,782 - Successful
Veolia Mulwaree Trust	April 2018	Bigga Hall Beautification	\$0	\$14,248	\$26,748.80	Bigga Hall S355 Committee contributing \$12,500.80 - Successful
Veolia Mulwaree Trust	28.3.18	Clifton Park Toilet Block	\$0	\$45,082	\$95,081.75	Successful – project fully funded
Stronger Country Communities Fund (Round 1)	12.9.17	1. PAMP	\$0	\$344,487	\$344,487	\$1,175,381 allocated Milestones set and funding deed signed – first milestone 30 June 2018
		2. Pumpkin Festival Walkway	\$0	\$220,000	\$220,000	
		3. Kiamma Reserve Walkway	\$0	\$223,564	\$223,564	
		4. Clifton Park Walkway/BBQ	\$0	\$112,189	\$112,189	
		5. AP&H improvement	\$0	\$275,141	\$275,141	
Community Building Partnership Fund	8.8.17	Revitalisation of Goodhew Park	\$160,000	\$50,000	\$210,000	Sans Picnic shelters/BBQ
Stronger Communities Programme (Round 3) EOI Full Application	5.7.17	Clifton Park Toilet Block	\$40,000	\$20,000	\$70,000	\$20,000 SCP – extension requested to December
	14.9.17		\$40,000	\$20,000	\$70,000	(Now fully funded)
Bridges Renewal (Round 3)	15.5.17	Kiamma Creek Bridge Upgrade	\$81,260	\$450,000	\$1,062,460	Extension requested \$531,200 from Fixing Country Roads
Veolia Mulwaree Trust	23.5.16	Tuena Campground Ablutions Block	\$45,0051	\$45,000	\$90,051	Adam Moorby - Project Manager
Club Grants Category 3 (EOI) Full Application	23.9.16	Crookwell Memorial Community Sports Centre	\$229,556	\$600,000	\$831,806	End date 10/5/19 - Works
	10.2 17		\$425,113	\$600,000	\$1,036,613	

Heavy Vehicle Safety and Productivity Programme	10.2.16	Realignment of the Devils Elbow Corner MR52	\$79,862	\$266,546	\$886,408	Project Completed
Federal Black Spot Funding		Devils Elbow		\$193,500	\$193,500	Project Completed
Fixing Country Roads 2015 EOI's (RESTART NSW) Full Applications	12.12.15	1. Realignment of Devil's Elbow – MR52	\$539,954	\$346,454	\$1,079,908	Project Completed
		2. Kiamma Creek Bridge	\$531,230 \$5,000,00 0	\$531,230 \$27,538,22 0	\$1,062,460 \$32,538,22 0	\$531,200 for Kiamma Creek Bridge Extension being sought for Kiamma Creek Bridge - Works
	2.5.16					
Bridges to Renewal (Round 1)	28.8.14	Replacement of Abercrombie River Bridge	\$75,000	\$775,000 (\$675,000)	\$1.525M	Extension requested
National Reconciliation Week Funding	2.5.17	Art/Banners Competition	\$0	\$5,000	\$5,000	Completed 2017 - \$2,343.30 still to spend in 2018
Fixing Country Roads 2014 (RESTART NSW)	11.14	Replacement of Abercrombie River Bridge	\$75,000	\$675,000 (\$775,000)	\$1.525M	Extension requested

Information Only - 21 June 2018

ITEM 9.12 Action Summary - Council Decisions

FILE REFERENCE I18/257

AUTHOR Acting General Manager

ISSUE

Details are provided of action taken with respect to Council decisions.

RECOMMENDATION That -

1. Council receive and note the report as information.

BACKGROUND

Details are provided of action taken with respect to Council decisions.

REPORT

Summary sheet from the:-

Council Meeting: 15 February 2018

18/18	Waste Less, Recycle More Grants - Council staff further investigate grant opportunities and advise Council on proposed applications.	MOO	Report provided to 21 June 2018 Council Meeting
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Council Meeting: 15 March 2018

59/18	Council prepares an amendment to the Upper Lachlan Development Control Plan 2010 to introduce appropriate planning controls to address subdivisions below the lot size for agricultural/primary production purposes.	DEP	Advertisement to be placed in the local media by the end of July 2018
74/18	Council commissions a feasibility study/business plan with respect to the future use of the Crookwell Airstrip and the surrounding land.	DWO	Report detailing draft lease provided to 21 June 2018 Council Meeting.

Council Meeting: 19 April 2018

91/18	Council be provided with a report with respect to the steps required to undertake a full review of Council's current Upper Lachlan Local Environmental Plan 2010 and with specific reference to the Housing Strategy around the villages and towns.	DEP	Report to be placed before Council at 19 July 2018 Council Meeting.
92/18	Council undertake a road safety audit of the pedestrian crossing up to an amount of \$10,000 immediately, and forwards the audit and the petition to the Streetscape Project Control Group and the Traffic Committee to implement the project.	DWO	Obvious works determined by the RMS will be undertaken over the next month. Road Safety Audit to be completed by the RMS by end of July 2018.
110/18	Council defer consideration as to whether to instigate Pre Meeting Briefing Sessions prior to Council Meetings on a trial basis until 17 May 2018 Council Meeting.	GM	Report provided to 21 June 2018 Council Meeting.
114/18	Council agrees in principle to renew the lease for the Health Care Centre at 17 Kialla Road, Crookwell for a further 5 year period with an option to renew for further 5 year period and that the Mayor and General Manager sign the lease agreement under seal of Council.	GM	Report provided to 21 June 2018 Council Meeting.

Council Meeting: 17 May 2018

124/18	Council prepare a report on the feasibility of recording/webcasting of Council Meetings.	DFA	Report to be placed before Council at 19 July 2018 Council Meeting.
130/18	Council makes representations to our local Federal Member, the Hon. Angus Taylor MP for funding of a transport hub in the Shire.	AGM	Representations made on 5 June 2018.

Information Only**ACTION SUMMARY - COUNCIL DECISIONS** cont'd

132/18	RV Friendly Town Program - Council staff continue to investigate the potential of the site in Crookwell and prepare a further report to Council.	DWO	Report to be placed before Council at 16 August 2018 Council Meeting.
135/18	Ensure any Councillors comments are included in the Economic Development Revitalisation and Action Plan Project Brief.	DEP	Comments by Councillors incorporated into Project Brief.
136/18	Council acquire Lot 1 in the Plan of Acquisition comprising 754 m2 DP 1232215 under the Land Acquisition (Just Terms) Compensation Act 1991. Council authorise the Mayor and Acting General Manager to sign and seal the documents relating to the transaction, as required.	AGM	Documents to be finalised by 19 August 2018.
140/18	Institute of Public Works Engineers Australasia - NSW Division - Local Roads Congress - Mayor and DWO to attend as Council representatives.	DWO	Registration and details confirmed. Report on attendance provided to 21 June 2018 Council Meeting.
142/18	Ensure registration of the Mayor or alternate delegate at the Annual Conference of Local Government NSW along with the General Manager as the Council's Observer.	AGM	Registration and voting delegate through online registration to be completed by 1 August 2018.
144/18	That a letter be sent to Clr Paul Culhane thanking him for his time and commitment to the EDTF Committee.	EDO	Correspondence forwarded on 5 June 2018.
149/08	1. Council allocate \$70,000 to fund the proposed realignment of Works and Operations using unrestricted cash reserves.	DFA	Funds allocated.
149/18	2. Council approves the proposed realignment and restructure of Works and Operations and the engagement of a suitable consultant to undertake the proposed works.	DWO	Consultant engaged and commenced works.

Information Only**ACTION SUMMARY - COUNCIL DECISIONS** cont'd

149/18	3. Council authorise the Director of Works and Operations to implement the Council resolution.	DWO	Initial phase is expected to be completed by 16 August 2018.
151/18	Council accepts the alternative proposal submitted by Fresh Landscape Design for a total sum of \$88,690 ex GST.	DWO	Consultant engaged on 21 May 2018.
151/18	The streetscape working party is renamed as Streetscape Project Control Group (PCG) with the addition of Project Manager as an additional member of the group.	DWO	Project Plan to be updated and Streetscape Project Control Group to be set up by 3 July 2018.

POLICY IMPACT

Nil

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council receive and note the report as information.

ATTACHMENTS

Nil

10 ENVIRONMENT AND PLANNING

The following items are submitted for consideration -

10.1	Request to Review Determination of Development Application 126/2017 - Development for the purpose of Change of Use and Request to reduce Construction Certificate Applications Fees associated with DA 126/2017 - Lot 1 DP 800629 - 19 Roberts Street, Crookwell	244
10.2	Biala Wind Farm - Voluntary Planning Agreement	260

Environment and Planning - 21 June 2018

ITEM 10.1 **Request to Review Determination of Development Application 126/2017 - Development for the purpose of Change of Use and Request to reduce Construction Certificate Applications Fees associated with DA 126/2017 - Lot 1 DP 800629 - 19 Roberts Street, Crookwell**

FILE REFERENCE **I18/246**

AUTHOR **Director of Environment and Planning**

ISSUE

The applicant for Development Consent 126/2017 has requested Council's review of its determination of Development Application 126/2017, pursuant to section 8.2, 8.3, 8.4 and 8.5 (former 82A) of the Environmental Planning and Assessment Act 1979 (the Act) and also requested a reduction in the applicable Construction Certificate application fees.

RECOMMENDATION That -

1. The Council, as a consequence of its review of its determination of Development Application 126/2017, confirm the determination without change.
2. The Council advise the applicant of Development Application 126/2017 that the request for the reduction of Construction Certificate application fees be refused.

BACKGROUND

Council determined development application 126/2017 by granting of consent on 31 January 2018. A copy of Council's current notice of determination is attached for information.

Condition 1 (Part 2) requires payment of s94 contributions totalling \$13,062.00 prior to the issue a Construction Certificate and Condition 2 (Part 2) requires payment of s64 contributions totalling \$8,103.00 prior to the issue of a Construction Certificate.

REPORT

The proposal approved under Development Application 126/2017 is for a change of use to allow a former commercial building (Stephenson's Mill) to be converted to a residential dwelling given the provisions of clause 5.10(10) Conservation Incentives of the Upper Lachlan Local Environmental Plan 2010.

In accordance with the Upper Lachlan Development Contributions Plan 2007 and Upper Lachlan Development Servicing Plan 2008, section 94 and section 64 contributions were considered applicable towards the provision, extension or augmentation of public amenities, services and infrastructure that will, or likely to be required as a consequence of the development. The contributions imposed on

Environment and Planning

REQUEST TO REVIEW DETERMINATION OF DEVELOPMENT APPLICATION 126/2017 - DEVELOPMENT FOR THE PURPOSE OF CHANGE OF USE AND REQUEST TO REDUCE CONSTRUCTION CERTIFICATE APPLICATIONS FEES ASSOCIATED WITH DA 126/2017 - LOT 1 DP 800629 - 19 ROBERTS STREET, CROOKWELL cont'd

Development Application 126/2017 are the section 94 and s64 contributions applicable for a dwelling house.

Payment of both the section 94 and section 64 contributions has been received from the applicant on the 20 April 2018.

The applicant and the applicants architect have requested that the contributions fees be reduced “... *as the existing building has been previously used as a museum and boxing gym and has functioning plumbing and water services connected to the site*”. A full copy of the applicants architects request letter is attached for your information.

A search of Council records have indicated that no development consent exists for the pervious uses stated by the applicant, evidence provided relates to information contained within the Upper Lachlan Shire Community Heritage Study 2007-2008.

The applicant has also requested the reduction of the relevant Construction Certificate application fee totalling \$821.50. (note: total fees are \$2,816.50 if you also include inspections fees and Long Service Levy payment – a State Government fee). The applicant does not meet the criteria outlined in the Development Application Fee Waiver Policy where Eligible Organisations - “*Registered not-for-profit, charitable and/or community organizations and community sporting clubs within Upper Lachlan Council local government area*”. A copy of the applicants request and justification is also attached for information.

POLICY IMPACT

Upper Lachlan Development Contributions Plan 2007
Upper Lachlan Development Servicing Plan 2008

OPTIONS

- Council reduce the s94 and s64 contributions and offer a refund based upon the reduction.
- Council does not agree to the reduction s94 and s64 contributions.
- Council reduce the Construction Certificate application fees.
- Council does not agree to the reduction of the Construction Certificate application fees.

FINANCIAL IMPACT OF RECOMMENDATIONS

Reduction in s94 and s64 contributions will require a reimbursement to the applicant. Council will forego the Construction Certificate application fee of \$821.50.

RECOMMENDATION That -




1. The Council, as a consequence of its review of its determination of Development Application 126/2017, confirm the determination without change.

Environment and Planning

**REQUEST TO REVIEW DETERMINATION OF DEVELOPMENT APPLICATION
126/2017 - DEVELOPMENT FOR THE PURPOSE OF CHANGE OF USE AND
REQUEST TO REDUCE CONSTRUCTION CERTIFICATE APPLICATIONS FEES
ASSOCIATED WITH DA 126/2017 - LOT 1 DP 800629 - 19 ROBERTS STREET,
CROOKWELL cont'd**

2. The Council advise the applicant of Development Application 126/2017 that the request for the reduction of Construction Certificate application fees be refused.

ATTACHMENTS

1. 	Notice of Determination of Development Application 126/2017	Attachment
2. 	Supporting information to Review of Contributions of DA 126/2017	Attachment
3. 	Supporting information of reduction of Construction Certificate application fees	Attachment



ABN 81 011 241 552

Upper Lachlan Shire Council

All correspondence addressed to the General Manager, PO Box 42, Gunning NSW 2581

Crookwell Office: 44 Spring Street, Crookwell NSW 2583

p: 02 4830 1000 | f: 02 4832 2066 | e: council@upperlachlan.nsw.gov.au | www.upperlachlan.nsw.gov.au

Gunning Office: 123 Yass Street, Gunning NSW 2581

p: 02 4845 4100 | f: 02 4845 1426 | e: council@upperlachlan.nsw.gov.au

Taralga Office: Taralga Community Service Centre, Orchard Street, Taralga NSW 2580

p: 02 4840 2099 | f: 4840 2296 | e: taralgacsc@ceinternet.com.au

Notice of Determination of a Development Application

Issued under section 81 of the Environmental Planning and
Assessment Act 1979

Development application no	126/2017
Development application	
Applicant name	Ms Susan Hutton
Applicant address	9 Chapman Street SUMMER HILL NSW 2130
Land to be developed:	Lot: 1 DP: 800629 19 Roberts Street CROOKWELL
Proposed development	Development for the purpose of a Change of Use – Former Commercial Building to Dwelling
Determination made on (date)	31 January 2018
Determination	Consent granted subject to the following conditions
Consent to operate from (date)	31 January 2018 <i>see note 1</i>
Consent to lapse on (date)	31 January 2023

DETAILS OF CONDITIONS (including section 94 conditions) See Note 2

PART 1 - GENERAL CONDITIONS

The following conditions have been applied to ensure that the use of the land and /or the building is carried out in such a manner that it is consistent with the aims and objectives of the planning instrument affecting the land.

For the purpose of these conditions, the term 'applicant' means any person who has the authority to act on the development consent.

- (1) Except where otherwise required or permitted by conditions of development consent, the development shall be carried out generally in accordance with the information submitted in support of the development application and the following stamped approved development drawings, including any notations or amendments marked by Council in red.
- Site, Landscape and Ground Floor Plan, Drawing No. HSM/07/B, dated Oct 2017, prepared by Hector Abrahams Architects
 - Proposed Floor Plans- First and Mezzanine, Drawing No. HSM/08/B, dated Oct 2017, prepared by Hector Abrahams Architects
 - Proposed East Elevation and Section, Drawing No. HSM/09/B, dated Sept 2017, prepared by Hector Abrahams Architects
 - Proposed North Elevation, Drawing No. HSM/10/B, dated Oct 2017, prepared by Hector Abrahams Architects
 - Proposed West Elevation, Drawing No. HSM/11/B, dated Oct 2017, prepared by Hector Abrahams Architects
 - Proposed South Elevation, Drawing No. HSM/12/B, dated Oct 2017, prepared by Hector Abrahams Architects
 - Measured Floor Plans Ground, Drawing No. HSM/01/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Measured Floor Plans First and Mezzanine, Drawing No. HSM/02/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Measured Drawings East Elevation and Section, Drawing No. HSM/03/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Measured Drawings North Elevation, Drawing No. HSM/04/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Measured Drawings West Elevation, Drawing No. HSM/05/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Measured Drawings South Elevation, Drawing No. HSM/06/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Sediment and Erosion Control Plan, Drawing No. HSM/-/-, dated Sept 2017, prepared by Hector Abrahams Architects
 - Conservation Management Plan Version 1.0, dated November 2017, prepared by Hector Abrahams Architects
 - Statement of Heritage Impact Version V1.0, dated 25 November 2017, prepared by Hector Abrahams Architects
 - Statement of Environmental Effects dated 13 November 2017, prepared by Hector Abrahams Architects

NOTE: This Development Application was approved pursuant to subclause (10) "Conservation incentives" of clause 5.10 "Heritage conservation" of the Upper Lachlan Local Environmental Plan 2010

- (2) All building work shall be carried out in accordance with the provisions of the Building Code of Australia. A reference to the Building Code of Australia is a reference to that Code as in force on the date that an application for a relevant construction certificate is made.
- (3) The development shall be completed in accordance with the commitments in the BASIX Certificate submitted in support of the development application.
- (4) If Council is appointed as the Principal Certifying Authority for the development, at least 48 hours' notice shall be given to Council to permit inspection of building work:
 - a) After excavation for, and prior to the placement of, any footings, and
 - b) Prior to pouring any in-situ reinforced concrete building element, and
 - c) Prior to covering of the framework for any floor, wall, roof or other building element, and
 - d) Prior to covering waterproofing in any wet areas, and
 - e) Prior to covering any stormwater drainage connections, and
 - f) After the building work has been completed and prior to any occupation certificate being issued in relation to the building.

These are critical stage inspections and must be inspected by the Principal Certifying Authority.

Bookings for inspections should be made through Council's Crookwell Office on 02 4830 1000.

ADVISING - Any required re-inspection or additional inspection will incur a fee in accordance with Council's fees and charges, current at the time of inspection. Council will not grant an occupation certificate unless all inspection fees have been paid.

- (5) Residential building work within the meaning of the Home Building Act 1989 shall not be carried out unless the principal certifying authority for the development to which the work relates (not being Council) has given Council written notice of the following information:
 - a) In the case of work for which a principal contractor is required to be appointed:
 - The name and licence number of the principal contractor, and
 - The name of the insurer by which the work is insured under Part 6 of that Act.
 - b) In the case of the work to be done by an owner-builder:
 - The name of the owner-builder, and
 - If the owner builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

If arrangements for doing the residential work are changed while work is in progress so that the information notified under (a) or (b) above becomes out of date, further work shall not be carried out unless the principal certifying authority for the development to which the work relates (not being Council) has given Council written notification of the updated information.
- (6) For the purpose of ensuring the compliance with the terms of the approval, an approved copy of the plan and this Consent and Construction Certificate shall be kept on site at all times.
- (7) As Council is the water supply authority for the land, at least 48 hours' notice shall be given to Council to permit inspection of:-
 - a) Internal drainage, and
 - b) Hot & cold water; and
 - c) External drainage; and
 - d) Plumbing and drainage after completion.

Page 3 of 10

Bookings for inspections should be made through Council's Crookwell Office on 02 4830 1000.

Any required re-inspection or additional inspection will incur a fee in accordance with Council's fees and charges, current at the time of inspection. Council will not grant an occupation certificate unless all inspection fees have been paid.

- (8) The development is to be conducted in a manner to ensure that the environment of the surrounding locality is not adversely affected, disturbed or disrupted. Disturbing or disruption of the surround environment includes dust emissions, excessive noise or the like.

PART 2 - PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE

The following conditions of consent must be complied with prior to the issue of a construction certificate by the principal certifying authority. All necessary information to comply with the following conditions of consent must be submitted with the application for a construction certificate.

- (1) In accordance with the provisions of S94 *Environmental Planning and Assessment Act 1979*, the following contributions must be paid to Council prior to the issue of a Construction Certificate in accordance with section 94 of the *Environmental Planning and Assessment Act 1979* and Upper Lachlan Development Contributions Plan 2007:

Road	\$9,465.00
Waste Management	\$520.00
Open Space & Recreation	\$821.00
Community Facilities	\$1,423.00
Emergency Services	\$655.00
Plan Administration	\$178.00

TOTAL	\$13,062.00
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The above contributions are current at the time of determination of the development application and, until paid, shall be adjusted annually on 1 July by reference to the Consumer Price Index (All Groups) Sydney following publication by the Australian Bureau of Statistics.

- (2) In accordance with the provisions of S64 of the *Local Government Act, 1993* and S306 of the *Water Management Act 2000*, the following contributions are required toward the provision of water, sewer and stormwater infrastructure in accordance with the Upper Lachlan Development Servicing Plan 2008 to financially assist in the provision of infrastructure identified as necessary as a result of the development.

The contributions must be paid to Council prior to Council or an accredited certifier issuing a Construction Certificate.

The current contributions under the Upper Lachlan Development Servicing Plan 2008 for water, sewer and stormwater infrastructure services are as follows (2017/2018):

Water supply Charge:	\$3,923.00
Sewerage Charge:	\$4,180.00

TOTAL:	\$8,103.00
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These contributions are reviewed annually and the contribution rates are to be confirmed prior to payment.

PART 3 - PRIOR TO COMMENCEMENT OF WORK

The following conditions of consent have been imposed to ensure that the administration and amenities relating to the proposed development comply with all relevant requirements. These conditions are to be complied with prior to the commencement of any work on site.

- (1) No building work in the development shall commence unless the following provisions of section 81A of the Environmental Planning and Assessment Act 1979 (the Act) have been complied with:
 - a) A construction certificate for the building work concerned shall be obtained; and
 - b) A principal certifying authority shall be appointed and Council shall be notified of the appointment; and
 - c) Council shall be notified in writing at least two days prior to building work commencing.
- (2) No building or demolition work in the development shall commence unless a sign has been erected, in a prominent position on any site on which such work is being carried out:
 - a) Showing the name, address and telephone number of the Principal Certifying Authority for the work; and
 - b) Showing the name of the principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours; and
 - c) Stating that unauthorised entry to the work site is prohibited.

Any such sign shall be maintained while the building work or demolition work is being carried out, but must be removed when the work has been completed.

- (3) No building or demolition work in the development shall commence unless provision has been made for temporary toilet accommodation on the site of the work.
- (4) No work in the development shall commence unless satisfactory erosion and sediment controls have been put in place to prevent soil erosion, water pollution and the discharge of loose sediment on surrounding land as follows. Such measures shall include:
 - a) Diversion of uncontaminated run-off around cleared or disturbed areas, and
 - b) Erection of silt fencing to prevent debris escaping into drainage systems and waterways, and
 - c) Prevention of tracking of sediment by vehicles onto roads, and
 - d) Stockpiling of topsoil, excavated material, construction and landscaping supplies and debris at the site of works.

The above controls shall remain in place until all disturbed ground surfaces at the development site have been rehabilitated, vegetated and/or stabilised to prevent erosion or sediment loss.

PART 4 - DURING CONSTRUCTION

The following conditions of consent have been imposed to ensure that the administration and amenities relating to the proposed development comply with all relevant requirements. These conditions are to be complied with during the construction of the development on site.

- (1) Building and demolition in the development shall be carried out only:
 - a) On Mondays to Fridays between 7:00 AM and 6:00 PM, and
 - b) On Saturdays between 7:00 AM and 1:00 PM if inaudible on residential premises, otherwise 8.00 AM to 1.00 PM.

No building or demolition work in the development shall be carried out on Sundays or public holidays.

- (2) Roofwater must be discharged to the street gutter or water table.
- (3) All plumbing and drainage work shall be completed and certified by a licensed plumber to be in accordance with the National Construction Code – Plumbing Code of Australia.
The following documentation shall be submitted to Council prior to the issue of the Occupation Certificate:
 - a) An accurately drawn sewer diagram, and
 - b) Certificate of Compliance for Plumbing & Drainage Work.
- (4) No building material or demolition waste shall be permitted to be deposited on any Council land, including public reserves, roads, gutters or footpaths. Unless pre-existing damage to Council infrastructure is notified to Council in writing prior to commencement of any building or other work in the development, Council will hold the person(s) having the benefit of the consent liable for the cost of any necessary repairs.
- (5) Any excavation or filling shall be adequately retained or suitably battered (no steeper than 1:2). Any retaining wall exceeding 600mm will require approval from the consent authority.

PART 5 – DURING DEMOLITION

The following conditions of consent have been imposed to ensure that the demolition relating to the proposed development comply with all relevant requirements. These conditions are to be complied with during the demolition work occurring on site.

Nil

PART 6 - PRIOR TO ISSUE OF THE OCCUPATION CERTIFICATE

The following conditions of consent must be complied with prior to the issue of an occupation certificate by the principal certifying authority. All necessary information to comply with the following conditions of consent must be submitted with the application for an occupation certificate.

- (1) The development shall not be occupied unless an Occupation Certificate has been obtained for the development.
- (2) If any damage is caused to any Council asset or infrastructure in the carrying out of the development or any associated transportation, no Occupation Certificate shall be granted for the development unless satisfactory repairs are carried out under Council's direction and at no expense to Council.
- (3) No Occupation Certificate shall be granted for the development unless a vehicular access driveway has been provided from the public road to the land in accordance with relevant Council standards, including Council's "Footpath and Gutter Crossing" and "Vehicular Driveway Profiles" standard drawings dated 20 July 2010. In this regard:
 - a) The access driveway shall be provided with 200mm consolidated thickness of approved gravel, to minimum width of 4.0m.
 - b) Where a driveway will intersect a sealed road, a double-double 14/7 mm bituminous wearing surface shall be applied to the driveway surface.

- c) If necessary, vegetation shall be removed by a Council approved contractor, and maintained by the land owner, as necessary to ensure a safe intersection sight distance from the land's access driveway in both directions along the intersecting public road. All work in the road reserve area shall be conducted by Council or a Council approved contractor in compliance with the Work Health & Safety Act 2011 and subordinate legislation.
- (4) A Section 68 Application under the Local Government Act 1993 for the installation of any proposed solid-fuel heater must be submitted to Council for approval prior to the installation of the heater.

Part 7 - AGENCY Conditions

Nil

ADDITIONAL NOTES/REQUIREMENTS AS YOUR PRINCIPAL CERTIFYING AUTHORITY (PCA)

Nil

Dial Before You Dig

Underground assets may exist in the area that is subject to your application. In the interest of health & safety and in order to protect damage to third party assets please contact Dial Before You Dig at www.1100.com.au or telephone on 1100 before excavating or erecting structures (this is the law in NSW). If alterations are required to the configuration, size, form or design of the development upon contacting the Dial Before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial Before You Dig service in advance of any construction or planning activities.

Telecommunications Act 1997 (Commonwealth)

Telstra (and its authorised contractors) are the only companies that are permitted to conduct works on Telstra's network and assets. Any person interfering with a facility or installation owned by Telstra is committing an offence under the Criminal Code Act 1995 (Cth) and is liable for prosecution.

Furthermore, damage to Telstra's infrastructure may result in interruption to the provision of essential services and significant costs. If you are aware of any works or proposed works which may affect or impact on Telstra's assets in any way, you are required to contact: **Telstra's Network Integrity Team** on Phone Number 1800810443.

Other Approvals

List *Local Government Act*
1993 Approvals granted under
s 78A (5)

B1 – Carry out water supply work
B4 – Carry out sewerage work
B5 – Carry out stormwater drainage work

Approval bodies that have given
general terms of approval in
relation to the development, as
referred to in section 93 of the
Environmental Planning and
Assessment Act 1979 (in the case
of integrated development)

Not applicable

Rights of appeal

Section 97 of the Environmental Planning and Assessment Act 1979 gives a right of appeal and a right to make an application for a review against the determination of the subject development application to the applicant.

The Environmental Planning and Assessment Act 1979 gives no right of appeal against the determination of the subject development application to an objector.

**Section 97 of the Environmental Planning and Assessment Act 1979 does not apply to a development application for designated development determined by the consent authority after a public hearing held by the Planning Assessment Commission, or to the determination of the application.*

Review of determination

The applicant has the right to request a review of the determination of the subject development application under section 82A of the Environmental Planning and Assessment Act.

Planning Assessment Commission

The Planning Assessment Commission has not conducted a public hearing in respect of the subject development application.

Signed

Signature

On behalf of the consent authority

Name

R. Tambasco

Ralph Tambasco

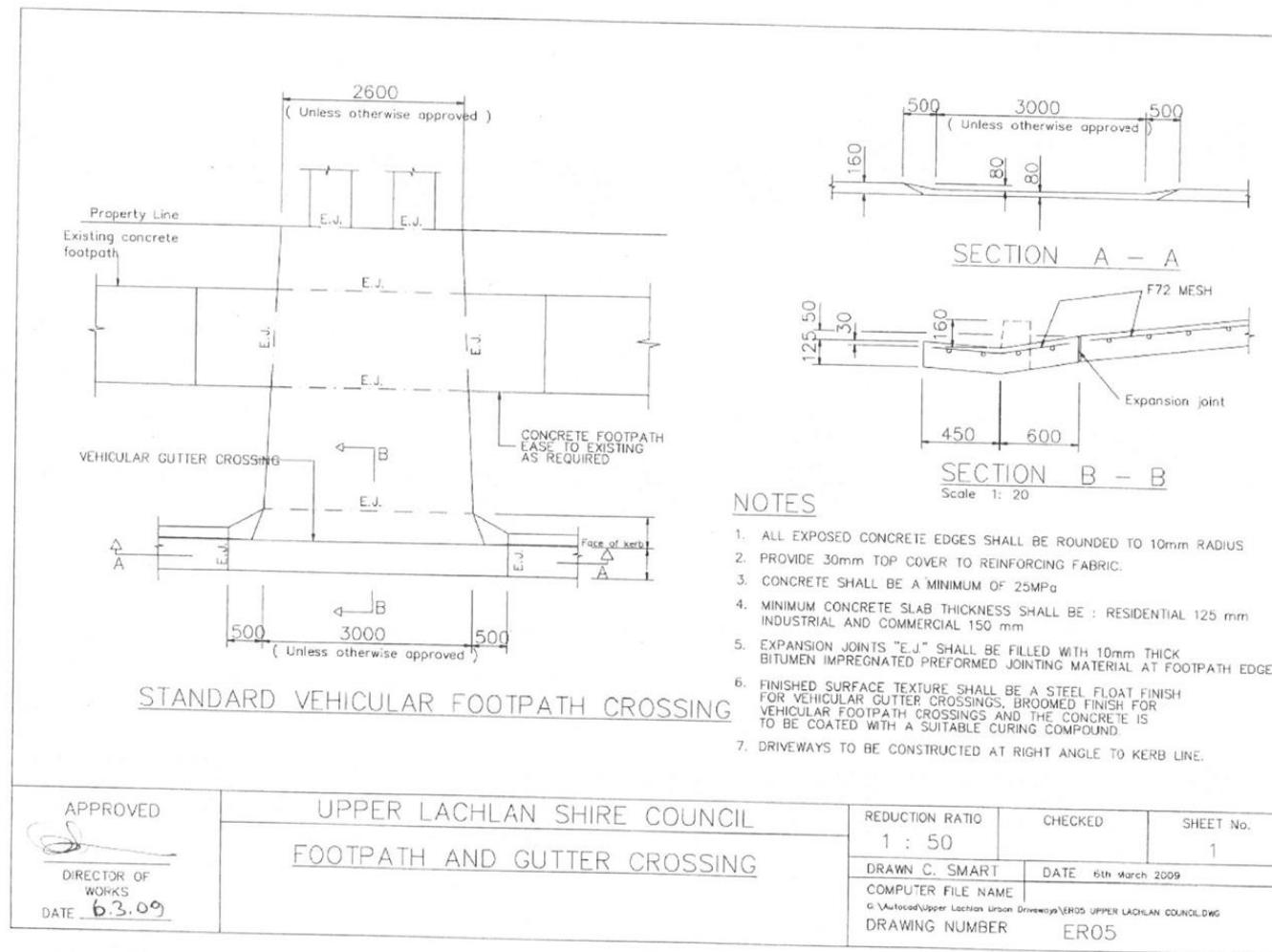
Date

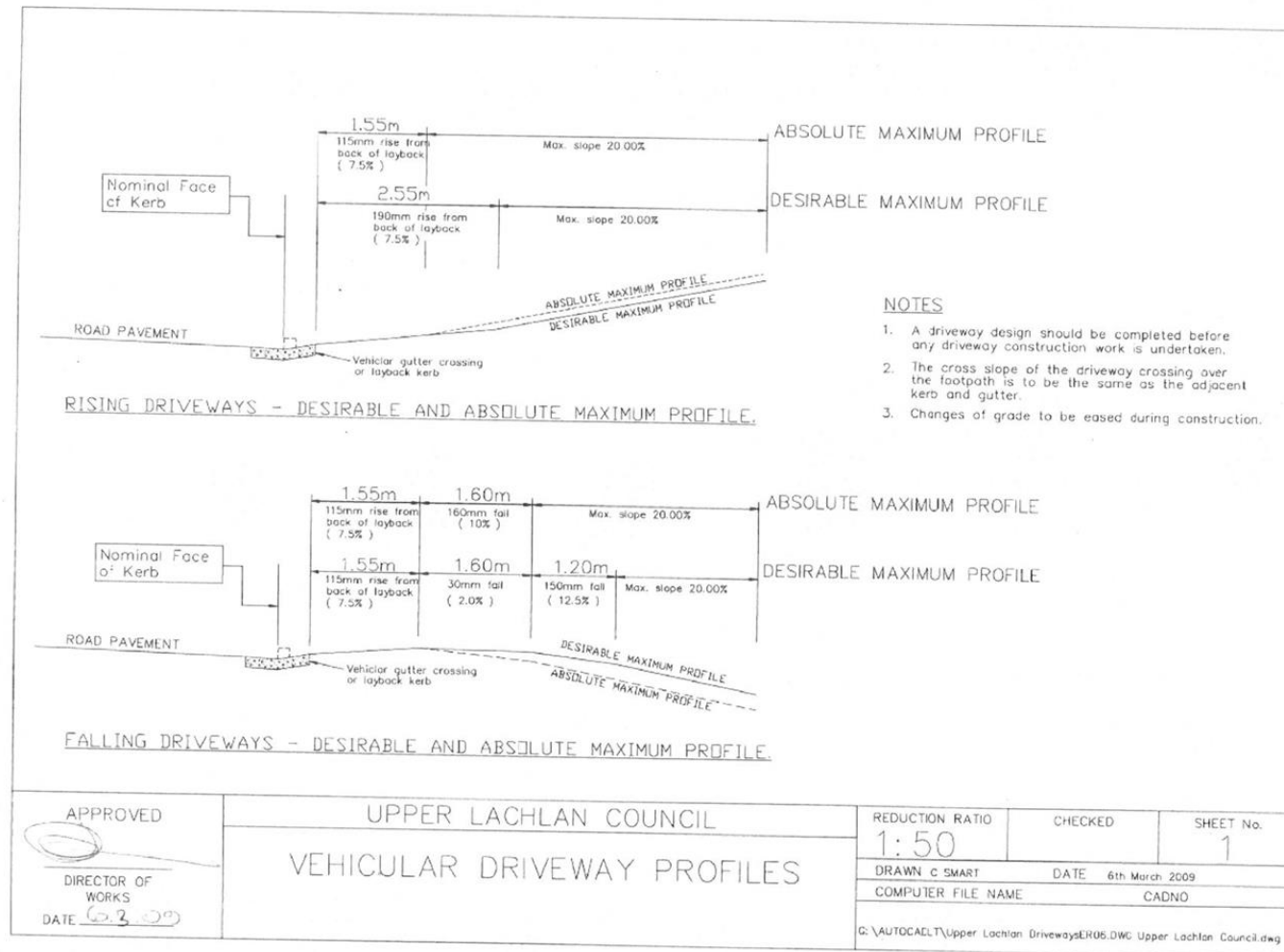
Relief Building and Planning Officer

31 January 2018

Note 1 where the consent is subject to a condition that the consent is not to operate until the applicant satisfies a particular condition the date should not be endorsed until that condition has been satisfied.

Note 2 clause 69A of the Regulation contains additional particulars to be included in a notice of determination where a condition under section 94 of the Environmental Planning and Assessment Act 1979 has been imposed.





HECTOR ABRAHAMAS

ARCHITECTS



Studio 402 Reid House
75 King Street
Sydney NSW 2000

10th May 2018

The General Manager
Upper Lachlan Shire Council
PO Box 10
Crookwell NSW 2583

Dear Sir/ Madam

**Re: Appeal to reduce contributions fees for Stephenson's Mill adaptive reuse development
19 Roberts Street Crookwell - DA 126/2017**

This application to appeal the total cost of the charges for development contributions is made under Section 97 of the *Environmental Planning and Assessment Act 1979*, which gives a right to appeal and a right to make an application for review against the determination of the subject development application to the applicant.

The approval for DA 126/2017 determined on the 18th January 2018 is for an adaptive reuse of the former Stephenson's Flour Mill from a commercial building to a residential dwelling accommodating one to two bedrooms. The owner Susan Hutton would like to make an application to have the Development contribution fees reduced as the existing building has previously been used as a museum and boxing gym and has functioning plumbing and water services connected to the site.

The following contributions have been paid in full by Susan Hutton, the owner of the property at 19 Roberts Street Crookwell prior to the issue of a construction certificate as outlined in the consent conditions of the approved DA no.126/2017. Please refer to the Notice of Determination of Development Application No 126/2017 *Part 2 – Prior to the issue of a Construction Certificate*. These charges are in accordance with Section 94 of the Environmental Planning and Assessment Act 1979 and Upper Lachlan Shire Development Contributions Plan 2007.

Road	\$9,465.00
Waste Management	\$ 520.00
Open Space & Recreation	\$ 821.00
Community Facilities	\$1,423.00
Emergency Services	\$ 655.00
Plan Administration	\$ 178.00

Total **\$13,062.00**

The contributions paid under the Upper Lachlan Development Servicing Plan for water, sewer and stormwater infrastructure services

Water supply charge	\$3,923.00
Sewer charge	\$4,180.00

Total **\$8,103.00**

T: (02) 9299 7959
F: (02) 9299 1884

www.haarchitects.com.au
mailbox@haarchitects.com.au

Nominated architect: Hector Abrahamas, Registration No. 5245
Hector Abrahamas Architects Pty. Ltd. ABN: 95 160 116 030

Conclusions

The proposed application for reduction in development contributions fees is made under Section 97 of the *Environmental Planning and Assessment Act 1979*, which gives a right to appeal and a right to make an application for review against the determination of the subject development application to the applicant. It should be considered reasonable to reduce the total cost of the development contributions fees as the existing infrastructure and services to the site have been in place for many years and these fees have been paid for in the past for previous development applications.

Sincerely



Hector Abrahams

Susie Pearman

From: Sue Hutton <susanhutton1@bigpond.com>
Sent: Tuesday, 15 May 2018 12:25 PM
To: Upper Lachlan Shire Council
Subject: Reduction in Construction Cert for Stephensons's Mill

Dear Sir

I know you have received a letter from my Architect requesting a reduction in the Construction Certificate Fees for Stephenson's Mill.

I am the owner of Stephensons's Mill, 19 Roberts St Crookwell. Together with what my Architect has written to you about I would like to add.

Stephenson's Mill is an Icon of Crookwell and the surrounding district.

In purchasing the 'Mill' I accept responsibility to remediate the structure of the Mill, together with restoring all aspects of this Iconic treasure.

The towns people who purchased the Mill for a Museum show the attachment they have to the Mill building. It is an important historical building for the whole district and to see it restored will bring a lot of pleasure and pride to the town residents.

By undertaking this work on the mill at some considerable expense I am preserving the Mill for generations to come as well as existing towns people.

It is with this in mind that I request a reduction in the considerable expense of the Construction Certificate Fees.

Respectfully.

Susanne Hutton

--

Sue Hutton
susanhutton1@bigpond.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Environment and Planning - 21 June 2018

ITEM 10.2 **Biala Wind Farm - Voluntary Planning Agreement**

FILE REFERENCE **I18/265**

AUTHOR **Director of Environment and Planning**

ISSUE

Beijing Jingneng Clean Energy Corporation Limited has requested Councils endorsement of the Draft Biala Wind Farm Voluntary Planning Agreement.

RECOMMENDATION That -

1. Council places on public exhibition the Draft Biala Wind Farm Voluntary Planning Agreement, allowing a period of 28 days to seek public comment / submissions.

BACKGROUND

The Biala Wind Farm Development was issued Deferred Development Consent (SSD 6039) on the 12 April 2017. Condition No 16 of SSD 6039 states: *"Prior to the commencement of construction, unless the Secretary agrees otherwise, the Applicant must enter into a VPA with the Council in accordance with:*

- (a) Division 6 of Part 4 of the EP&A Act; and*
- (b) the terms of the applicable offer summarised in Appendix 3."*

A copy of Appendix 3 of SSD 6039 is attached for Councillors information.

REPORT

Council has now received a final copy of the Biala Wind Farm Voluntary Planning Agreement document from Beijing Jingneng Clean Energy Corporation Limited (the owner of the project with Newtricity Developments Biala P/L being a subsidiary company).

A copy of the Draft document is attached for Councillors information.

It is proposed that the Draft Biala Wind Farm Voluntary Planning Agreement document be placed on public exhibition for a minimum period of 28 days to seek public comment / submissions, following which, a report will be placed before Council for final endorsement.

POLICY IMPACT

Nil

OPTIONS

Nil



FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council places on public exhibition the Draft Biala Wind Farm Voluntary Planning Agreement, allowing a period of 28 days to seek public comment / submissions.

ATTACHMENTS

1. 	Draft Biala Wind Farm Voluntary Planning Agreement	Attachment
2. 	Biala Wind Farm - SSD 6039 Determination Notice - Appendix 3	Attachment

Biala Wind Farm

Voluntary Planning Agreement

The Upper Lachlan Shire Council

Newtricity Developments Biala Pty Ltd

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Planning Agreement

Date

Between the parties	
	The Upper Lachlan Shire Council ABN 81 011 241 552 of 44 Spring Street, Crookwell NSW 2583 (Council)
	Newtricity Developments Biala Pty Ltd ABN 93 605 533 935 (Company)
Recitals	<ol style="list-style-type: none"> 1 The Council has agreed to establish a Community Enhancement Fund. 2 The Company has agreed to pay to the Council's Community Enhancement Fund Monetary Contributions to fund community projects primarily in the area surrounding the Biala Wind Farm. 3 The Council agrees to be the custodian of the Monetary Contributions paid by the Company to the Community Enhancement Fund and to distribute and expend the funds in the Community Enhancement Fund in accordance with this deed. <p>The Company has lodged the Biala Development Application.</p>
This deed witnesses as follows:	

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Approved Local Projects	each Local Project for whatever purpose (as determined by Council after recommendation by the Committee) approved for funding from the Community Enhancement Fund in accordance with this deed.
Auditor	an appropriately qualified auditor appointed by the Council.
Committee	<p>the committee established to administer the Community Enhancement Fund in accordance with the DCP, pursuant to section 355 of the Local Government Act and, comprising:</p> <ul style="list-style-type: none"> the Mayor or a Councillor resolved by the Council to act as an alternate for the Mayor; the General Manager of the Council or other staff member delegated this function by the General Manager; two community representatives appointed by Council who have no interest in any of the Biala Wind Farm Land; and a representative appointed by the Company. <p>Note that the Council is to consult with the Company about the process for selecting the community representative.</p>
Committee Charter	the charter governing aspects of the governance of the Committee, as modified from time to time.
Contribution Year	Means every 12 month period from 1 July each year.
Construction Certificate	has the meaning contained in the EP&A Act.
Community Enhancement Fund	the fund to be established by the Council and administered in accordance with this deed and the DCP.

Term	Meaning
Costs	includes costs, charges and expenses, including those incurred in connection with advisers. The cost of administering the Community Enhancement Fund shall include auditors' fees and be paid to Council out of the Monetary Contribution on an as needed basis and shall be no more than \$5000 per annum, indexed to CPI over the life of the project.
Biala Wind Farm Development Application	The application no. SSD 6039 lodged with the Minister for Planning under the EP&A Act , as modified from time to time.
Biala Wind Farm Development Consent	The development consent granted by the Planning Assessment Commission on 12 April 2017 pursuant to the Biala Wind Farm Development Application as modified from time to time.
Biala Wind Farm Land	<ul style="list-style-type: none"> the land contained in the following property titles: <ol style="list-style-type: none"> Lot 10,11,12 DP 1117737; Lot 7,20,114,131,151,192,217,255,256,257,258,259,286,287,299,301,302,319,329,333,334,335,336,340,345,347,348,350,351,352,365 DP 754126; Lot 1 and 2 DP 1115746 Lot 1 and 2 DP 878594; and Lot 18 and 19 DP 878997 and all other land on which it is proposed that associated and ancillary infrastructure for the Biala Wind Farm that will be located within the Upper Lachlan Local Government Area as specified in the Biala Wind Farm Development Consent.
Biala Wind Farm	the construction and operation of a wind energy facility to be known as the Biala Wind Farm, on the Biala Land consisting of up to 31 wind turbines and associated infrastructure as authorised by the Biala Wind Farm Development Consent. Also referred to in this agreement as the Development.

Term	Meaning
DCP	the <i>Upper Lachlan Development Control Plan 2010</i> as amended from time to time.
Decommissioning	The removal of wind turbines and any associated above ground infrastructure.
EP&A Act	the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> as amended from time to time.
Index Number	the Consumer Price Index for Sydney (All Groups) number or equivalent index published from time to time by the Australian Bureau of Statistics.
Local Project	<p>Any local community purpose that may be considered for funding so that it becomes an Approved Local Project and includes projects, services, facilities, benefits or educational assistance to be provided within the Upper Lachlan Shire Council local government area and located:</p> <ol style="list-style-type: none"> 1. In the first three years of the fund, within 5km of a wind turbine on the Biala Wind Farm, or, if no suitable community purpose is available within this 5km distance, within 20km of a wind turbine on the Biala Wind Farm; and 2. In later years within 20kms of a wind turbine on the Biala Wind Farm, <p>which are aimed at:</p> <ol style="list-style-type: none"> 1 enhancing any aspect of the local environment including, but not limited to, ameliorating any impacts from the Biala Wind Farm; or 2 if the Committee is unable to identify suitable projects for enhancing the local environment or ameliorating impacts of the Biala Wind Farm, providing any service, facility, benefit or educational assistance to the local community with the services, facilities, benefits or educational assistance primarily directed to benefiting the community immediately adjacent to the Biala Wind Farm. <p>This may include the building of a fund for a single or expensive Local Strategic Project that will require significant upfront or multi-year investment.</p> <p>Members of the community through incorporated or registered not for profit organisations will be able to apply for funds under the Community Enhancement Fund.</p>

Term	Meaning
Local Strategic Project	an Approved Local Project which requires significant multi-year contributions from the Community Enhancement Fund.
Mediator	a person appointed as mediator under clause 11.5 of this deed.
Monetary Contribution	the amount of \$2,500 per annum per turbine constructed within Upper Lachlan Shire Council Local Government Area as installed at the Development over the operational life of the Development, commencing on the date on which the development begins Operation and ceasing on Decommissioning as adjusted in accordance with clause 5.1(b) of this deed.
Operation	The operation of the Development but does not include commissioning trials of equipment, or use of temporary facilities.
Operating Turbine	each wind turbine constructed and commissioned as part of the Biala Wind Farm which generates electricity into the transmission network during any part of the relevant Contribution Year within Upper Lachlan Shire Council Local Government Area.

1.2 Interpretation

- (a) Clause headings are for convenience only and will be ignored in the interpretation of this deed.
- (b) References to a party include the successors and permitted assigns of that party.
- (c) Words importing the singular include the plural and words importing the plural include the singular.
- (d) Words importing a person include a corporation, firm or body corporate.
- (e) Nothing contained in this deed will be deemed or construed as creating the relationship of partnership.
- (f) References to a month mean a calendar month and a reference to a year means a calendar year.
- (g) References to any document include any permitted amendment, supplement to or replacement or novation of the document.
- (h) References to any legislation or to any section or provision of any legislation includes any:
 - (1) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; or

- (2) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision.
- (i) Other grammatical forms of defined words or expressions have corresponding meanings.
- (j) 'Including' and similar expressions are not words of limitation.

2 Planning Agreement

The parties agree that this deed is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the EP&A Act.

3 Application of this deed

This deed applies to the Biala Wind Farm Development Consent and evidences the Company and the Company's compliance with the relevant condition(s) of the Biala Development Consent.

4 Operation of this deed

The parties agree that this deed will not operate or bind the parties unless and until the Company obtains a construction certificate.

5 Payment of the Monetary Contribution

5.1 The Monetary Contribution

- (a) The Company must pay to the Council the Monetary Contribution for the current year of funding by the later of 21 July of each year or within 21 days of the Council providing a tax invoice to the Company for the Monetary Contribution..
- (b) The parties agree that the Monetary Contribution will be reviewed on 1 July of each year, in accordance with the following formula:
$$MC = \frac{A \times B}{C}$$

Where:

MC = the Monetary Contribution payable for the current year;

A = the amount of \$2,500 per turbine installed at the development which has not been through Decommissioning;

B = the Index Number last published on 1 July of the current year; and

C = the Index Number published for the September 2010 quarter.
- (c) The monetary contribution is a taxable supply for GST in accordance with Clause 12.

5.2 General

- (a) The obligation of the Company to pay any Monetary Contribution under this deed will cease on the date on which the last of the Operating Turbines is decommissioned.
- (b) The parties agree that the Monetary Contribution paid in accordance with this deed will have the public purpose of facilitating Approved Local Projects.
- (c) The Company agrees to pay interest on any overdue part or whole of the Monetary Contribution payable:
 - (1) from the date on which the overdue part or whole of the Monetary Contribution is due for payment under this deed;
 - (2) until the date on which the overdue part or whole Monetary Contribution is paid,at the bank bill swap interest rate within Australia that is published by the Australian Financial Markets Association, during the relevant period when the relevant Monetary Contribution is overdue.

6 Community Enhancement Fund

6.1 Establishment of the Community Enhancement Fund

- (a) The Council must hold and apply all Monetary Contributions paid by the Company under this deed in accordance with clause 5.2(b).
- (b) The Council must invest all Monetary Contributions paid by the Company under this deed in an interest bearing account held in the name of the Council for the purpose of the Community Enhancement Fund pursuant to the provisions of section 625 of the Local Government Act 1993 with the interest earned to be paid into the Community Enhancement Fund.
- (c) The Council may disburse Monetary Contributions paid by the Company under this deed to Approved Local Projects.

6.2 The Committee

- (a) The Council must establish the Committee on or before the date on which the first instalment of the Monetary Contribution is paid under this deed.
- (b) The Company must be represented by a company-nominated representative on the Committee.
- (c) The Council must procure that the role of the Committee includes::
 - (1) to determine the form in which applications for funding for Local Projects from the Community Enhancement Fund are to be made;
 - (2) to recommend to the Council which applications for funding for Local Projects should be funded from the Community Enhancement Fund as required by clause 6.5(a);
 - (3) adherence to a Committee Charter; and

6.3 Call for Funding Applications

During:

- (a) November to January in each year in which there are funds in the Community Enhancement Fund; or
- (b) any further period determined by the Committee,

the Council must publicly advertise in the Council's Voice newsletter (or any periodic Council publication which replaces the Voice newsletter) and in the local newspapers the availability of funds in the Community Enhancement Fund and call for applications to be made to the Committee, in the form required by the Committee, from the public, community groups and individuals for funding for Local Projects. In accordance with clause 6.6, all such advertisements must positively and prominently identify the Company as the source of the funding. (**Funding Applications**).

6.4 Notification to Company

The Council must that the Committee:

- (a) notifies the Company of each application made for funding for Local Projects from the Community Enhancement Fund;
- (b) if requested by the Company, consult the Company in relation to applications made for funding for Local Projects from the Community Enhancement Fund; and
- (c) notifies the Company of each Local Project which is to be funded from the Community Enhancement Fund, including the amounts of any funding.

6.5 Allocation of Funds

- (a) The Council must procure that, annually following a call for applications for the Community Enhancement Fund, the Committee makes recommendations to the Council as to which of the Funding Applications the Committee recommends be funded from the Community Enhancement Fund.
- (b) Where a decision is made by Council on the recommendation of the Committee that a Local Strategic Project should be funded from the Community Enhancement Fund and there are insufficient funds for the Local Strategic Project, calls for funding applications may be suspended pending receipt into the Community Enhancement Fund of sufficient Contributions to fund the Local Strategic Project.
- (c) The Council must:
 - (1) consider the funding recommendations of the Committee;
 - (2) consider any Committee consultation with the Company pursuant to clause 6.4(b); and
 - (3) take all steps required to provide the funding for the Approved Local Projects in accordance with the recommendations of the Committee.
- (d) The Council must pay funds from the Community Enhancement Fund to each Approved Local Project, and will require each Approved Local Project be the subject of a Funding Agreement which includes provision for:
 - (1) the funds to be used only for the purpose for which they are permitted under this deed;

- (2) the Approved Local Projects to be progressed and completed in a timely manner;
- (3) regular reporting to the Committee as to the progress of each Approved Local Project, expenditure of the funds and timeframes for completion; and
- (4) the Approved Local Project to be administered with a high level of transparency and probity.

6.6 Public Recognition

- (a) The Council must publicly and positively acknowledge:
 - (1) the payment of the Monetary Contribution by the Company; and
 - (2) the Company's role in funding any Approved Local Projects via the Community Enhancement Fund.
- (b) The form of public acknowledgment required by clause 6.6(a) is to be agreed by the Council and the Company (acting reasonably) but must include:
 - (1) The prominent inclusion of the Company's logo on any advertisement for Funding Applications and the inclusion of the Company's name in any announcement made in relation to the Approved Local Projects and funding determinations; and
 - (2) where appropriate for particular Approved Local Projects, a permanent sign recognising that the Approved Local Project was funded by the Company via the Community Enhancement Fund.

6.7 Auditing

- (a) In July of each year in which there are funds in the Community Enhancement Fund, the Council must appoint an Auditor to audit and report promptly on:
 - (1) the Monetary Contributions paid by the Company under clause 5;
 - (2) any payments made by the Council in accordance with clause 6.5;
 - (3) any money that is withheld from annual disbursement for the purpose of building a fund to apply towards an approved Local Strategic Project;
 - (4) and any irregularities in the administration of the Community Enhancement Fund.
- (b) Where the Auditor identifies payments that were required to be paid by the Company under this deed that were not paid, if there is no dispute that the payments were required, the Company must make the payments as soon as practicable;
- (c) Where the Auditor identifies payments or irregularities arising from Council's administration of the Community Enhancement Fund, Council must respond to the Auditor's reports and, if there is no dispute with the Auditor's report, as soon as practicable, take corrective action to remedy the irregularities to ensure the proper administration of the Community Enhancement Fund.
- (d) Any dispute by either party about actions arising from the Auditor's report are to be dealt with in accordance with clause 11.

- (e) The costs of the Auditor will be paid out of the Community Enhancement Fund.

7 Application of sections 94 and 94A of the EP&A Act to the Development

The parties agree that the terms of this deed and the Community Enhancement Fund are offered by the Company in substitution for contributions under section 94 or 94A of the EP&A Act. and that no s94 or 94A contributions are payable in relation to the Wind Farm

8 No Registration

The parties agree that this deed will not be registered on the Biala Wind Farm Land pursuant to section 93H of the EP&A Act.

9 Disposal by the Company of its interest in the Development

- (a) Prior to the Company disposing of any part of its interest in the Biala Wind Farm to any third party, the Company must procure entry by that third party into a deed with the Council and the Minister (as appropriate) on substantially the same terms and conditions as this deed.
- (b) Subject to the Company complying with its obligations under clause 9(a), the Council will release the Company from any further obligation under this deed on and from the date on which it ceases to have any interest in the Biala Wind Farm.

10 No fetter

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

11 Dispute Resolution

11.1 Notice of Dispute

If a party claims that a dispute has arisen under this deed (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

11.2 Response to Notice

Within 20 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 Negotiation

The nominated representatives must:

- (a) meet to discuss the matter in good faith within 10 business days after service by the Respondent of notice of its representative; and
- (b) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further Notice if not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**).

11.5 Mediation

The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:

- (a) the parties must agree the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the appointment of a Mediator will be agreed between the parties, or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply to appoint a mediator;
- (c) the Mediator appointed pursuant to this clause 11.5 must:
 - (1) have reasonable qualifications and practical experience in the area of the dispute; and
 - (2) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by any mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) in relation to costs and expenses:
 - (1) each party will bear their own professional and expert costs incurred in connection with the mediation;
 - (2) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

11.6 Litigation

If the dispute is not finally resolved in accordance with clause 11.5, either party is at liberty to litigate the dispute.

11.7 Exchange of information

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause 11 for any purpose other than an attempt to settle a dispute between the parties.

11.8 Continue to Perform obligations

Each party must continue to perform its obligations under this deed, notwithstanding the existence of a dispute.

12 GST

12.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 7 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (b) In this clause 7:
 - (1) "**monetary consideration**" means any consideration expressed as an amount of money; and
 - (2) "**non taxable supply**" means a supply that is not a taxable supply.
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (d) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

12.2 Reimbursements

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

12.3 Additional amount of GST payable

If GST becomes payable on any supply made by a party ("**Supplier**") under or in connection with this deed:

- (a) any amount payable or consideration to be provided under any provision of this deed (other than this clause), for that supply is exclusive of GST;

- (b) any party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply ("**GST Amount**") at the same time as any other consideration is to be first provided for that supply; and
- (c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with this clause.

12.4 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 12.3), varies from the additional amount paid by the Recipient under clause 12.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this deed as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

13 General

13.1 Costs

The parties agree to meet their own Costs in connection with:

- (a) the negotiation, preparation and execution of this deed;
- (b) performing its obligations under this deed; and
- (c) the advertising and exhibiting of this planning agreement in accordance with the EP&A Act.

13.2 Notices

- (a) A party notifying or giving notice under this deed must do so in writing addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by notice).
- (b) A notice given in accordance with clause 13.2(a) will be deemed to have been given and received:
 - (1) if delivered, on receipt;
 - (2) if posted via registered post, three business days after posting;
 - (3) if sent by email on confirmation of the correct transmission of the email; and
 - (4) any notice received after 5.00 pm or on a day not a business day shall be deemed to have been received at 9.00 am on the next business day.

13.3 Waiver

- (a) 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 a breach of obligation by, another party;

- (b) A waiver by a party is only effective if it is in writing and signed by the party against whom the waiver is claimed;
- (c) A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It 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.

13.4 Governing Law

This deed is governed by New South Wales law and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.

13.5 Prior Agreements Superseded

This deed:

- (a) wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the parties covering or in connection with the matters covered by this deed; and
- (b) is the entire agreement between the parties in respect of the matters covered by this deed.

13.6 Modification of Deed

No modification or alteration of any provision of this deed will be valid unless it is in writing and signed by all parties to this deed.

13.7 Representations and Warranties

The parties represent and warrant that they have power to enter into this deed and comply with their obligations under the deed and that entry into this deed will not result in the breach of any law.

13.8 Severability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 13.8(a) does not apply where the provision to be severed would materially adversely affect the nature or extent of a parties obligations under this deed.

13.9 Confidentiality, Media Releases and Enquiries

- (a) The parties agree that the terms of this executed deed are not confidential and this deed may be treated as a public document and exhibited or reported without restriction by any party.
- (b) If requested by a party, the other party must not issue, publish or authorise any media release or advertisement concerning this deed, without obtaining the other party's prior written approval (which approval may not be unreasonably withheld).

13.10 Counterparts

This deed may be executed in any number of counterparts that together will constitute one instrument. A party may execute this deed by signing any counterpart.

13.11 No Fiduciary Relationship

Nothing in this deed will be construed or interpreted as constituting the relationship between the parties as that of a partnership, joint venture or any form of fiduciary relationship.

13.12 Further Acts

Each party must promptly execute all documents and do all things reasonably required to effect, perfect or complete this deed and all transactions incidental to it.

13.13 Enforcement

Subject to compliance with clause 11, this deed may be enforced by any party in any court of competent jurisdiction.

Schedule 1

Schedule 1: Notice Details

The Upper Lachlan Shire Council

Address	44 Spring Street, Crookwell NSW 2583
Attention	General Manager
Fax	02 4830 1045
Email	jbell@upperlachlan.nsw.gov.au

Newtricity Developments Biala Pty Ltd

Address	Suite 3, Level 21, 1 York Street, Sydney, NSW, 2000
Attention	Company Secretary
Email	Derek.powell@jncec.com

Executed as a deed

Signed and delivered for
The Upper Lachlan Shire Council

sign here ► _____
Authorised Officer

print name _____

in the presence of

sign here ► _____
Witness

print name _____

_____(Date)

Signed and delivered for
Newtricity Developments Biala Pty Ltd

sign here ► _____
Authorised Officer

print name _____

in the presence of

sign here ► _____
Witness

print name _____

_____(Date)

**APPENDIX 3
GENERAL TERMS OF APPLICANT'S VPA OFFER**

The VPA with the Upper Lachlan Shire Council shall include provisions for the payment, collection, management and distribution of the contributions under the agreement, with a focus on funding community projects in the area surrounding the project site. Payment details shall include:

- \$2,500 per wind turbine per annum as installed at the development over the operational life of the development, commencing on the date on which the development begins 'operation' and ceasing when the development is 'decommissioned' in accordance with the definitions in this consent, and CPI adjusted over time commencing at the September 2010 quarter.

11 WORKS AND OPERATIONS

The following items are submitted for consideration -

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11.2	Petition to Upper Lachlan Shire Council - Bigga Recycling Service	295
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Works and Operations - 21 June 2018

ITEM 11.1 **Draft Public Gate and Bypass (Grid) Policy**

FILE REFERENCE **I18/262**

AUTHOR **Assets & Risk Coordinator**

ISSUE

This Report proposes to put on public display a draft Policy related to the maintenance of public gates and bypasses (grids) within the Upper Lachlan Local Government Area.

RECOMMENDATION That -

1. Council approve the draft Public Gate and Bypass (Grid) Policy to be put on public exhibition for 28 days;
2. Council adopts the draft Policy, after the 28 days period if there are no submission(s) objecting to the introduction of the proposed Policy.

BACKGROUND

Council has received requests for maintenance of public gates and bypasses (grids) on public roads. Council does not have a Policy related to public gates and bypasses (grids) to effectively respond to these requests.

A public gate and bypass is commonly known as a stock grid or ramp. The term bypass is used in the NSW Road Act 1993 and Roads General Regulations 2008.

Public gates and bypasses (grids) exist on Council's road network and present a risk to road users, Council and property owners. Whilst Council has the control, care and management responsibility of its public roads, ownership and maintenance responsibility for public gates and bypasses (grids) rests with the landowner, as defined in the NSW Road Act 1993.

Provisions of the Road Act 1993 and Roads General Regulation 2008 enable a Road Authority (Council) to grant permits for the installation of public gates and bypasses (grids) to a safe standard.

It is important that public gates and bypasses (grids) are approved and constructed to a defined standard, and that existing structures are reviewed for compliance with the Roads Act and Council's standard.

REPORT

The draft Policy helps meet the provisions of the NSW Roads and Act 1993 and associated regulations. Additionally, this Policy provides education to the community and reduces Council's exposure to liability. The draft Policy also provides for the maintenance responsibilities in accordance with the Roads Act 1993.

This Policy is important because, the increase of family getaway farm lots and their extended families increases the number of unfamiliar road users on mainly unsealed

Works and Operations

DRAFT PUBLIC GATE AND BYPASS (GRID) POLICY cont'd

access roads. Historically access was limited to owners and some suppliers who had an understanding of the changing conditions at a public gate and bypass (grid).

Public road safety on local roads with public gates and bypasses (grids) needs to be reviewed and responsibility for the structures needs clarification in accordance with Roads Act 1993.

POLICY IMPACT

To communicate Council aims in providing a managed approach to the provision of public gates and bypasses (grids).

The following is proposed;

1. Set a Policy with a minimum construction standard;
2. Have a transition period to comply i.e. 2 years for public gates and bypasses (grids) already installed;
3. Investigate and write to any property owner where a public gate or bypass (grid) is reported as unsafe. Requesting repairs to the standard in a reasonable time frame;
4. Communicate the new compliance requirement for public gates and bypasses (grids) to the Community by notices in the newspaper(s) and social media;
5. Arrange Community Consultation meetings if required;
6. Request property owners to apply for public gate and bypass (grid) permits to minimise administration work required by Council;
7. Maintain a register of public gates and bypasses (grids), using current information held, Road Survey information and property owner permit requests;
8. Help remove public gates and bypasses (grids) where not required for the intended purpose of stock control.

It is also worth noting that there may be potential negativity towards Council as a result.

OPTIONS

1. Do nothing and accept liability risk.
2. Adopt the draft Policy as recommended.

Option 2 is recommended.

FINANCIAL IMPACT OF RECOMMENDATIONS

Any financial impact will be on the landowners related to the maintenance and construction of the public gates and bypasses (grids).


RECOMMENDATION That -

1. Council approve the draft Public Gate and Bypass (Grid) Policy to be put on public exhibition for 28 days;

Works and Operations**DRAFT PUBLIC GATE AND BYPASS (GRID) POLICY** cont'd

2. Council adopts the draft Policy, after the 28 days period if there are no submission(s) objecting to the introduction of the proposed Policy.

ATTACHMENTS

1. 	Public Gate and Bypass (Grid) Policy - Date Adopted 21 June 2018 - Resolution - Review 2020	Attachment
------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------	------------

POLICY:-	
Policy Title:	Public Gate and Bypass (Grid) Policy
File reference:	F10/618-08
Date Policy was adopted by Council initially:	21 June 2018
Resolution Number:	Xxx/18
Other Review Dates:	N/A
Resolution Number:	N/A
Current Policy adopted by Council:	21 June 2018
Resolution Number:	Xxx/18
Next Policy Review Date:	2020

PROCEDURES/GUIDELINES:-	
Date procedure/guideline was developed;	N/A
Procedure/guideline reference number:	N/A

RESPONSIBILITY:-	
Draft Policy Developed by:	Asset and Risk Coordinator
Committee/s (if any) consulted in the development of this policy::	N/A
Responsibility for implementation:	Director of Works and Operations
Responsibility for review of Policy:	Asset and Risk Coordinator

1. Purpose and Objectives of this Policy

This policy complies with the Roads Act 1993 and Roads Regulation 2008. The purpose of the policy is to improve the safety of Council's rural roads network by setting out the responsibilities for owners and Council in the installation, maintenance and removal of public gates and grids. This will be achieved by developing and maintaining a systematic approach to the approval, inspection, evaluation, maintenance and repair of public gates and grids.

The objectives of this Policy are:

- To document a transparent system covering all matters relating to the administration and management of public gates and grids.
- To document standards for the construction of public gates and grids.
- To define clearly the responsibilities of Permit holders for public gates and grids.
- To define clearly the registration and recording procedures for public gates and grids.
- To outline the legal framework through which the Policy can be enforced.
- To ensure that the location of public gates and grids does not adversely affect road users.

2. Policy Statement

Stock grids are structures constructed on a road for the purpose of controlling stock movements and as such are only of benefit to the landowner. They serve no other purpose than to control stock. They have the potential to impact upon the safe and efficient passage of the road user.

Being a structure across a road the grid comes under the regulatory control of Council and as such necessitates being constructed and maintained to a standard acceptable to Council.

Ownership and responsibility of the structure and all associated items, including approaches and signs, shall be vested in the landowner or his successor in title, as per Roads Act 1993 Part 9 Division 2 and Clauses 73 to 76 of the Roads (General) Regulation 2008. Should no owner for a structure be identified, Council shall be entitled to remove the structure.

3. Permits

The Roads Act requires that any grid and gate on a public road must have a permit from the Council. Owners of existing grids and gates must apply for a permit from Council. In the transition (2 year) Council will waive permit fees.

Where a grid and a gate are situated on the boundary between two properties and the road reserve is unfenced, a joint application may be made by the owners of the two properties. The standard permit application fee shall apply to joint applications.

Where Council does not grant a permit for an existing grid due to refusal of an application for a permit, or no application being submitted, Council may order the removal of the existing grid and gate.

Council will maintain a register of permits granted, locations and owners of grids and gates. This register will be available for inquiries from the public as to ownership details of grids and gates. To comply with relevant privacy legislation, the application form for a grid and gate permit will include a declaration that the applicant gives consent to Council disclosing their name to the public in response to inquiries about grid ownership.

The permit number must be clearly displayed by the owner on a notice erected at the grid.

Council may require existing grids and gates to be upgraded to comply with the Council's Specification before granting a permit where urgent upgrading is required. Where Council grants a permit without requiring upgrading of an existing grid and gate, the owner remains responsible to make the grid and gate comply with Council's standards.

4. New Grids

No new grid or grids shall be approved for construction on roads under Council's control. Council's long term goal shall be for the fencing of all dedicated roads with a view to the ultimate elimination of grids/grids on dedicated public roads.

5. Repairs & Replacement

To be consistent with the Roads Act 1993 Part 9 Division 2, the owner of the grid or his/her successor in title is responsible for the satisfactory state of repair of the grid structure, for twenty (20) metres of roadway either side of the grid and associated fencing including gates within the road reserve.

All maintenance of the grid and associated items is the responsibility of the landholder. This includes contacting council or an approved contractor if repairs are required. Contractors require consent by Council to work in, on or over the road service

The owner may request Council to undertake repairs and/or replacement of a grid subject to an agreement being entered into by the Applicant and Council. Arrangements will be on the basis of costs being repaid to Council by agreement.

If a road inspection by Council identifies that works are required to the grid, Council will notify the owner in writing and the owner shall rectify any problems immediately. If the works are not carried out within thirty (30) days of the date of the letter then Council may perform the works or remove the grid and bill the owner.

Where an existing grid is, in the opinion of Council's Engineer, in such a state of disrepair as to constitute a danger to traffic, it is to be removed or repaired immediately.

6. Routine Road Grading

At routine road grading, the approaches to grids maybe graded as part of the roadway at no cost but any material pushed into the grid cavity by the grader shall not be removed by Council.

All maintenance work at grids remains the responsibility of the grid owners including grading approaches 20m each side of the grid / gate.

7. Council Roadwork

In the event of Council performing road construction at a grid location, the grid will be upgraded to meet Council specifications. The responsibilities in such a case are as follows:

7.1: Owner

- To pay Council for the purchase of a grid and associated items meeting Council's
- To pay for the installation of the upgrading works to Council's standards
- Where applicable, supply materials for any gates and/or fencing
- To be responsible for ongoing maintenance of grid

7.2: Council

- Where applicable remove the existing grid and abutments and deliver to a mutually agreeable location on the owner's property
- Transport of grid to site
- Installation of grid and grid signage
- Construct temporary side-track with appropriate signage for the duration of the works
- Complete associated roadworks

In respect of any structure which is re-located by the Council under the terms of this policy, the landowner/s concerned shall be responsible for all subsequent maintenance, including replacement when necessary.

8. Warning signs

Warning signs and associated measures to increase the visibility of structures across public roads shall be erected on each approach in such position as to be readily seen from a vehicle approaching the structure. Such safety measures shall be of the materials, height, size, design, and appearance prescribed in AS1742.2.

Warning signs and the maintenance costs will be the responsibility of the permit holder/s.

9. Indemnity

The landowner shall indemnify and keep indemnified the Council from and against all claims and demands, howsoever and whenever arising through any act or omission on the part of the occupant in and about the construction, reconstruction, repairs or failure to repair the said structure, gate/gates, fencing, or other associated items, whether arising out of any action or direction of the council, or its agents or otherwise.

The landowner shall at all times maintain public liability insurance cover over each grid in an amount of not less than \$20 million. The landowner must provide evidence of current cover to Council at least annually.

10. Revoke permission

Council at any time may revoke any permission granted by it under this policy for private structures on public roads and the person by whom the structure was erected or his successor in title shall within the time specified in the notice of revocation served on him by the council remove the structure and warning signs displayed in connection therewith and take such steps as the council may require to ensure the safety of persons using the road.

11. Working on Public Roads

To address public and workplace safety issues, all maintenance and construction works at grids and gates on public roads shall only be performed by contractors working with a Section 138 certificate and approved by the Council.

The Property owner may elected to use Council's workforce as private works jobs at the landowner's expense.

12. Subdivisions

Where rural properties are subdivided to create any additional lots that may contain dwellings, Council will require the removal of existing public gates and grids within the land being subdivided. Council will require road reserves in rural subdivisions to be fenced to control livestock.

In areas subject to significant subdivision development Council may require developers to remove existing grids on roads leading to their subdivisions as part of providing an adequate standard of road access.

Council does not provide financial assistance for boundary fencing or grid and gate removal in association with subdivisions.

13. Minimum Acceptable Standards

The installations, including the work of construction and maintenance, shall comply with the standards and specifications prescribed from time to time by Upper Lachlan Shire Council. These standards are detailed below.

13.1: Public Gate

- Minimum clear opening of 3.50 metres.
- Adequate sight distance must be available along each direction of approach.
- Gate and approaches must be arranged to allow practical use by stock and heavy vehicles.
- Gate must not be locked at any time.
- Gate must be painted white. (required by Roads (General) Regulation 2008)
- Reflectors shall be provided on each side of the gate, showing red on the left hand side and white on the right hand side for approaching traffic.
- A notice must be attached to both sides of the gate bearing the words "PUBLIC GATE" in letters at least 75 mm high.
- A stock grid must also be provided unless Council specifically authorises otherwise.

13.2: Stock Grid (Motor By-pass)

- New grids shall have a minimum clear width of 4.0 metres. Where existing grids are required by Council to be demolished and reconstructed because of their poor condition, these grids shall be replaced with grids having a minimum clear width of 4.0 metres.
- Adequate sight distance must be available along each direction of approach.
- The grid must be capable of carrying traffic with loadings of 14 tonnes per axle.
- The grid shall be located on a straight length of road, with the level of the top of the grid matching the level of the adjacent road pavement.
- The cavity under the grid shall be drained.
- Reflectors shall be provided on each side of the grid, showing red on the left hand side and white on the right hand side for approaching traffic.
- A notice must be clearly displayed at each end of the stock grid bearing the words "MAX. LOAD 44 TONNES" in letters at least 75 mm high.
- It may be necessary to provide design details for the structure to cater for HS20-T44 and be certified by a Structural Engineer
- The notices shall also state the Council permit number and grid owner's name in letters at least 75mm high.
- Standard "Grid" warning signs (W5-16B) and "One Lane " signs (W8 - 16B) shall be erected on galvanised steel posts at a distance of 100 metres from the grid on each approach. These signs shall be erected so that the bottom of the sign is 1.5 metres above the adjacent road centre-line.

- “No overtaking Or Passing” signs (R6-1) are required at Grid approaches where the width between kerbs and vertical obstruction of less than 5m.
- A set of G9-206 (L) and G9-206 (‘R) chevrons are required on either side of the structure.

13.3: Diagrammatic Representation

The diagram at the end of this document is a representation of a stock grid and gate.

14. Definitions

The Council: Upper Lachlan Shire Council

The Landowner: Any person in lawful possession of land, including occupants.

Stock grid: Steel grid and associated support structures, barriers, Warning signs and fencing. Stock grid, stock grates have the same meaning.

Under this policy, the singular includes the plural and vice versa.

15. Implementation & Review

The Works and Operations Department is responsible for the implementation and ongoing review of this Policy.

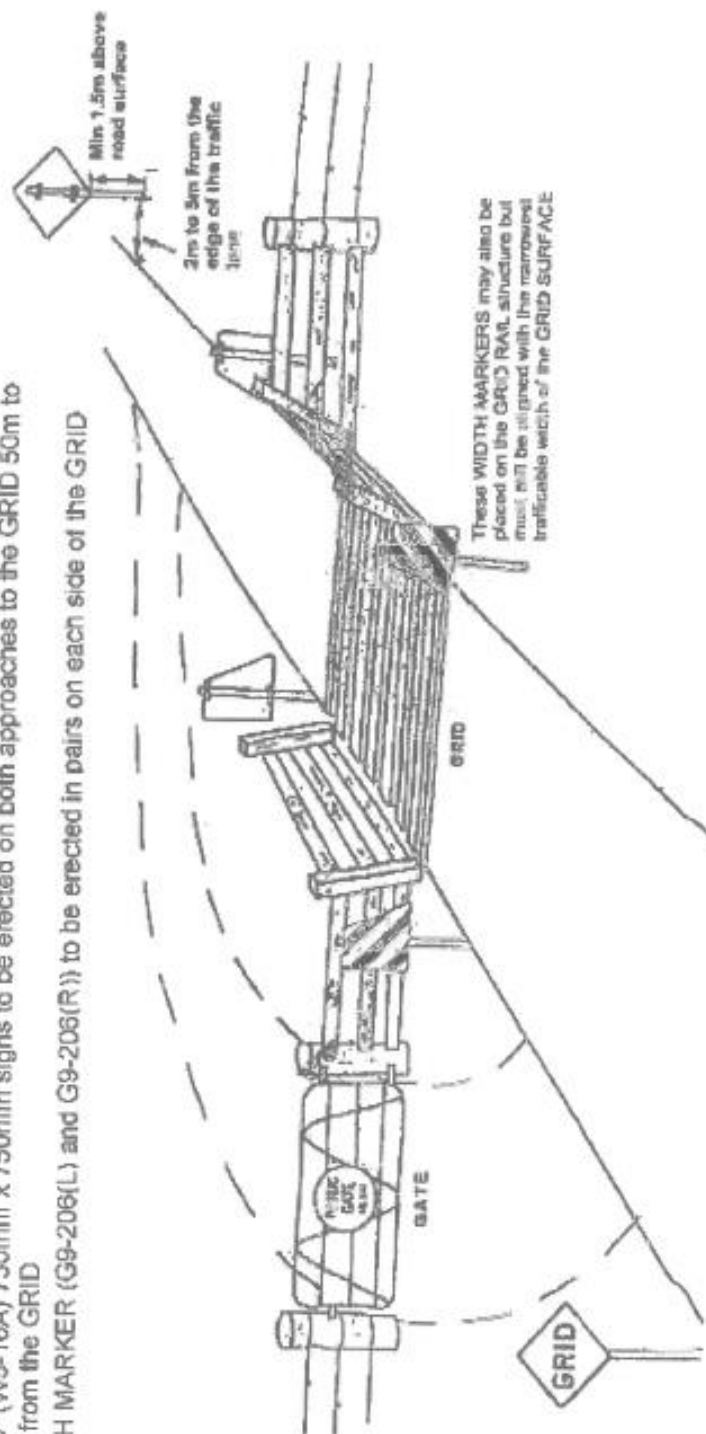
16. Relevant Legislation and Reference

- Road Act 1993
- Road Regulation 2008

Diagrammatic View of Public Gate and Bypass (Cable Grid)

Notes:

- GRID SURFACE to be at a width specified by Council and a minimum 2.1m long along road
- GRID to have at least 300mm clearance underneath the entire GRID
- Where possible the roadside drainage should be directed under the GRID to aid in self cleaning of GRID
- PUBLIC GATE PERMIT HOLDER is responsible for the maintenance of the road for a specified length either side of the GRID
- "GRID" (W5-16A) 750mm x 750mm signs to be erected on both approaches to the GRID 50m to 200m from the GRID
- WIDTH MARKER (G9-206(L) and G9-206(R)) to be erected in pairs on each side of the GRID



This diagram is a representation of a stock grid and gate

Works and Operations - 21 June 2018

ITEM 11.2 **Petition to Upper Lachlan Shire Council - Bigga Recycling Service**

FILE REFERENCE **I18/225**

AUTHOR **Manager of Operations**

ISSUE

Bigga community petition seeking a recycling service at the Bigga Waste Transfer Station.

RECOMMENDATION That -

1. Council provide a recycling service at the Bigga Waste Transfer Station consisting of 240L comingled recycling bins collected fortnightly;
2. Council provide a recycling service at the Tuena Waste Transfer Station consisting of 240L comingled recycling bins collected fortnightly;
3. Council allocate an additional \$35,000 to the waste centres to provide this service in its 2018/19 Operational Plan;
4. Council allocate an additional \$5,000 to the waste centres to provide this service in its 2018/19 Operational Plan to fund capital costs;
5. Council seek NSW Government support in extending the Return and Earn program to the Upper Lachlan Shire.

BACKGROUND

The Bigga community was previously serviced with a waste landfill. Provision was provided for the separation of scrap metal, however no other recycling services were provided after the transfer centre was made operational.

Council previously resolved to convert the landfill to a Waste Transfer Station. Skip bins are now in place and waste is being transferred to the Crookwell landfill on a fortnightly basis in accordance with the Council resolution. No extension of service to support recycling was provided with this upgrade, and no provision has been made in the 2017/18 or 2018/19 budgets for this service. It makes sense to consider recycling services after the transfer station have become operational.

REPORT

Council can provide a recycle service to Bigga. Recycling in the form of 240L bins for comingled recycle collected by Councils existing kerbside truck on a fortnightly basis is considered the most efficient means by which Council can provide the service. Council currently provides recycling services to Crookwell, Gunning, Collector and Taralga using this method.

Works and Operations

PETITION TO UPPER LACHLAN SHIRE COUNCIL - BIGGA RECYCLING SERVICE

cont'd

The same service could also be extended to Tuena, the collection undertaken on the same trip as Bigga.

Net additional operating costs for the new recycling service to Bigga and Tuena is estimated to be \$35,000 per annum. The service has benefits in diverting recyclable material from landfill, extending the life of the Crookwell landfill. Increased recycling is also consistent with the CRJO Regional Waste Strategy.

Capital cost of the new service is limited to bins and securing frame at an estimated cost of \$5,000.

The operational cost could be funded by Councils Waste Centres supported by Councils Rural Waste Levy.

The capital cost funded by Councils unrestricted general reserves.

The 2018/19 rural waste levy is set at \$191.40 per assessment, and currently applies uniformly to 3,213 properties across the Shire. The new Bigga/Tuena service equates to a unit cost of \$10.90 per property when applied across the rate base. The additional expense will reduce Councils available general fund revenue by the corresponding amount.

The NSW Governments Return and Earn Program has the potential to provide an alternative or at least supplementary recycling service to meet this demand. The extent to which the NSW Government will extend this service to the Council area is yet to be confirmed.

POLICY IMPACT

Nil

OPTIONS

1. Do Nothing.
2. Provide recycling services to Bigga and Tuena.
3. Provide recycling services to Bigga (only) or Tuena (only).

Option 2 is preferred.

FINANCIAL IMPACT OF RECOMMENDATIONS

Additional \$35,000 expense to the 2018/19 operational budget and additional \$5,000 to the 2018/19 capital budget.

RECOMMENDATION That -



1. Council provide a recycling service at the Bigga Waste Transfer Station consisting of 240L comingled recycling bins collected fortnightly;
2. Council provide a recycling service at the Tuena Waste Transfer Station consisting of 240L comingled recycling bins collected fortnightly;

Works and Operations**PETITION TO UPPER LACHLAN SHIRE COUNCIL - BIGGA RECYCLING SERVICE**

cont'd

3. Council allocate an additional \$35,000 to the waste centres to provide this service in its 2018/19 Operational Plan;
4. Council allocate an additional \$5,000 to the waste centres to provide this service in its 2018/19 Operational Plan to fund capital costs;
5. Council seek NSW Government support in extending the Return and Earn program to the Upper Lachlan Shire.

ATTACHMENTS




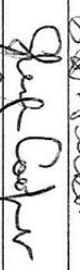




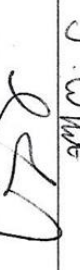






1. 	Hardcopy Petition to ULSC for Bigga Recycling Service	Attachment
2. 	Petition ULSC for Bigga Recycling Service (003)	Attachment

Petition to Upper Lachlan Shire Council




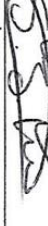





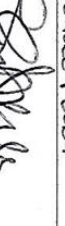





Petition summary and background	The people of Bigga should not have to drive 60km to dispose of their recyclables, the many requests to council for recycling bins at the tip have fallen on deaf ears. Please sign the petition below if you agree that Bigga, NSW along with all small rural towns should have close access to such basic services as a recycling facility. Thank you. * Please do not sign this petition if you have already signed the online petition.
Action petitioned for	We, the undersigned, are concerned citizens who urge the Upper Lachlan Shire Council to provide a Recycling Facility at the Bigga tip.

Printed Name	Signature	Address	Comment	Date
URSULA	U Phelps	BUDA ST BIGGA	YES	21/3/18
Wendy Duff	Wendy Duff	20116 BUDA ST BIGGA	I REALLY WANT TO RECYCLE BUT NO FACILITY EXISTS.	22/3/18
JOAN TURNER	Joan Turner	Brown St Bigga	A GOOD IDEA	22/3/18
DAVID MURRAY	David Murray	Brown St Bigga	ESPECIALLY FOR DRUMS	23-3/18
5. Fay Munnings	Fay Munnings	Brown St Bigga	Yes Please	23/3/2018
6. Peter Leonard	Peter Leonard	BUDA ST	YES PLEASE	23/3/18
11. MARKEROW	Markerow	18 BUTCHMANS ST BIGGA	YES PLEASE	23/3/18
18. Markerow	Markerow	18 Blackmans St	yes please, we need it!	23/3/18
9. Denise Perry	Denise Perry	Federal Hotel	very needed	24-3-18
10. Elizabeth Francis	Elizabeth Francis	Creekwell St Bigga	long time needed.	24/3/18
11. Cyrene Francis	Cyrene Francis	" "	A great idea	24/3/18

Petition to Upper Lachlan Shire Council to provide Recycling Facility at Bigga tip.

Printed Name	Signature	Address	Comment	Date
Maxine Caaragh	MB	1652 Bigga Rd, Bigga	Great idea.	25/3/18
Kevin Cameron		1652 Bigga Rd Bigga	about free	25/3/18
Cameron Pickett		239 Reids Flat Rd, Bigga	Would be used.	25/3/18
Shirley Pickett		Waratah, Carbine Rd, Bigga	Much needed	26/3/18
GLENN COOPER		LOT 191 YERRANONGRA STREET	Great	26/3/18
MIKE COOPER		14 BIGGA ST. BIGGA	get it	26/3/18
Leitha Vysokai		245 Hearn St. Bigga	Recycling is a must	26/3/18
David BURBIDGE		1042 Blair Rd Bigga	Needed	26/3/18
JOHN WHITE		482 Greenwattle Rd Bigga	Great idea	26/3/18
Arthure Hynd		Ingvalley Mps Rd Bigga	a must have	26/3/18
Maury Hynd		Ingvalley Mps Rd Bigga	Yes Please	26/3/18
Toni Vysokai		245 Hearn St. Bigga	Much needed	26/3/18
R 24 HAMMOND		11 Macgregorie Bigga	Yes	26/3/18
Betha Pickett		239 Reids Flat Rd Bigga	Yes	27/3/18
DEENIS HARRISON		21 Beca St Bigga	YES	27.3.18
Kate Gregory		469 Greenwattle Rd Bigga	Yes	29.3.18

Petition to Upper Lachlan Shire Council to provide Recycling Facility at Bigga tip. 8/3/18

Printed Name	Signature	Address	Comment	Date
28. John White		Bunda St Bigga	YES	31-3-18
29. ALIEN HOWARD		Crooked Corner.	BE GOOD IDEA	1-4-18
Merry White		12 Merry St Bury Hill	Yes	1/4/18
31. Hughes		29 Biala St Gunning	Yes	1/4/18
32. R. Vullings		25 Biala St Gunning	Yes	1/4/18
33. K. Slicher		LEAVALE RD LEVETRE	Yes	1/4/18
34. A. MCCORMY		1 KEVENSTONE ST BIGGA	YES LANDFILL WASTE ENVIRONMENT PROTECTION	1/4/18
F. PATERNIC		1 Kevestone St Bigga	Yes	1/4/18
M. Raymond		205 Crabine Rd Bigga	Yes.	3/4/18.
L. E. Picket		306 Crabine Rd Bigga	Yes	3/4/18
38. A. Auld		171 Marks St Bigga	YES	24/18
39. S. Auld		201 Leavale Rd Bigga	YES.	3/4/18
40. L. Auld		23 Leavale	Yes	7/4/18
41. Marshall		Yarraman Bigga	Yes.	10/4/18
S. R. Rieinger		13 Salisbury Rd Bigga	Yes please	10/4/18
L. R. Rieinger		124 Salisbury Rd Bigga	Yes	11.4.18

Petition to Upper Lachlan Shire Council to provide Recycling Facility at Bigga tip.

Printed Name	Signature	Address	Comment	Date
44. CARLITE	<i>[Signature]</i>	BIGGA	YES	31.3.18
45. MEGAN PICKER	<i>[Signature]</i>	433 Ytrehamm RD, BIGGA	YES	11/4/18
46. KIM CRAIG	<i>[Signature]</i>	462 Hulgurme Rd BINDER	YES	12/4/18
Betty Craigh	<i>[Signature]</i>	Hilltop Bigga	YES	12/4/18
Sharon Craig	<i>[Signature]</i>	Hilltop Bigga	YES	12/4/18
49. Rachel Hickey	<i>[Signature]</i>	BIGGA	YES	12.4.18
50. Julie Henson	<i>[Signature]</i>	BIGGA	YES	13-4-18
51. EILEEN MRS V. C.	<i>[Signature]</i>	BIGGA	YES	13-4-18
52. DANE Egan	<i>[Signature]</i>	BIGGA	YES	14/04/2018
53. GARY RICHARD	<i>[Signature]</i>	MATFIELD BIGGA	YES	14/04/18
54. M. W. F. GUNN	<i>[Signature]</i>	Teach Gardens Rd Bigga	YES	14/4/18
55. James Hill	<i>[Signature]</i>	Teach Gardens Rd Bigga	YES	14/4/18
56. Vicki Hamilton	<i>[Signature]</i>	Teach Gardens Rd Bigga	YES	14/4/18
57. Dan Garsdale	<i>[Signature]</i>	— " —	YES	14/4/18
58. Rebecca M	<i>[Signature]</i>	BIGGA	YES	14/4/18
59. Nathan Sand	<i>[Signature]</i>	Greenmantle Rd	YES	15/4/18

Petition to Upper Lachlan Shire Council to provide Recycling Facility at Bigga tip.

Printed Name	Signature	Address	Comment	Date
60. Keme Riker	Keme	Yeurangara St Bigga	Yes	15-4-18
61. Gaylicker		Yeurangara St Bigga	Yes	15-4-18
62. Helen Tanos	Helen	Burn Street	Plomer Needed	17-4-18
63. Michael Riker	Michael	433 Kuranan Rd	Yes	17-4-18
64. Michael Riker	Michael	Armagone Bigga	Yes	18-4-18
65. Louis M. Riker	Lmf	18 Munkstreet Bigga	Yes	18-4-18
66. Jason Rof	Jason	Yeurangara St Bigga	Yes	18-4-18
67. Dennis Riker	D.C. Riker	Hillcrest Bigga	Yes	18-4-18
68. Amanda Pearson	Amanda Pearson	Birda St Bigga	Yes	18-4-18
69. Blake Hamill	Blake	Hillcrest Bigga	Yes	18-4-18
70. Alan Stenhouse	Alan	Muldoon St Bigga	Yes	20-4-18

Petition to Upper Lachlan Shire Council to provide Recycling Facility at Bigga tip.

change.org

Recipient: Upper Lachlan Shire Council

Letter: Greetings,
Recycling Service for Bigga Waste Service

Signatures

Name	Location	Date
Amy Nowlan	Australia	2018-03-11
Sophie Nowlan	Sydney, Australia	2018-03-12
Caro Webster	Australia	2018-03-12
Marie Gillon	Bigga, Australia	2018-03-12
Alison Skelly	Australia	2018-03-12
sandra page	Australia	2018-03-12
Amelia nowlan	Australia	2018-03-12
Heather Markcrow	Bigga, Australia	2018-03-12
Blake Hewitt	Moorebank, Australia	2018-03-12
Joshua Carroll-Walden	Australia	2018-03-12
Cameron Picker	Bigga, Australia	2018-03-12
Diane Hewitt	Crooked Corner, Australia	2018-03-12
Mitch Cooper	Regents Park, Australia	2018-03-12
Georgie McGuinness	Australia	2018-03-12
Carla Black	Bigga, Australia	2018-03-12
Joanne Brownlee	Australia	2018-03-12
Taryn Schulz	Australia	2018-03-12
Julie Pannell	Australia	2018-03-12
Susana Muñoz	Madrid, Spain	2018-03-12
angelika+ thomas wegner	Germany	2018-03-12

Name	Location	Date
H Mol	Poortvliet, Nebraska, US	2018-03-12
Linda Barnes	Sydney, Australia	2018-03-12
Lydia Zink	Hanover, Germany	2018-03-12
yolanda schultes	Wittenbach, Switzerland	2018-03-12
Joy and Kevin Roberson	Bigga, Australia	2018-03-12
laborgrupo armer teufel Dieter Reger	Nürnberg, Germany	2018-03-12
Mathew Uzzell	Dulwich Hill, Australia	2018-03-12
Dani Hutchinson	Camden, Australia	2018-03-12
Renee Clements	Bigga, Australia	2018-03-12
William Hutchinson	Australia	2018-03-12
Bridget Maguire	Gymea Bay, Australia	2018-03-12
Silvia Steinbrecher	Germany	2018-03-12
Djamila grouci	Paris, France	2018-03-12
Krystal Porter	Caringbah, Australia	2018-03-12
Dana Ehrenbergerová	Upice, US	2018-03-12
Andreas Ptschyody	Berlin, Germany	2018-03-12
Glen Quirk	Australia	2018-03-12
Adam Nichols	Australia	2018-03-12
Eva Maria Genovese	Muttenz, Switzerland	2018-03-12
Tanya Kershaw	Bigga, Australia	2018-03-12
Claire Gee	Goulburn, Australia	2018-03-12

Name	Location	Date
FERRAND SANDRA	st malo, US	2018-03-12
Bronwyn Payne	Thirlmere, Australia	2018-03-12
Petra Hegenscheidt	Essen, Germany	2018-03-12
Meike Schmedt	Germany	2018-03-12
Kerem Yanaloglu	Switzerland	2018-03-12
Nadia Wenger	Gontenschwil, Switzerland	2018-03-12
Irene Nawo-Eichner	Hamburg, Germany	2018-03-12
bellinda rolf-jansen	Wijk Bij Duurstede, Netherlands	2018-03-12
Maria Van Geel	Zdroisko, Poland	2018-03-12
Esther Kemperle	Berg, Austria	2018-03-12
Gerard Goulette	Montréal, Canada	2018-03-12
Janine Webb	Sydney, Australia	2018-03-12
Renata Puppini	Italy	2018-03-12
Manuela Schultz	Germany	2018-03-12
Siegrid Roedel	Germany	2018-03-12
小池 史織	Seto, Japan	2018-03-12
Bobbi Parsley	Atwood, Illinois, US	2018-03-12
sakaguchi akiko	Japan	2018-03-12
Néstor Fernández Quintero	Barcelona, Spain	2018-03-12
jose ignacio	Madrid, Spain	2018-03-12
Marc van de Waarsenburg	Middelburg, Netherlands	2018-03-12
marilyn byrne graziano	torino, Italy	2018-03-12

Name	Location	Date
Inge Stadler	Hilpoltstein, Germany	2018-03-12
Rolf Mense	Puerto Lumbreras, Spain	2018-03-12
Sigrid Spichal	Hamm, Germany	2018-03-12
Sabine Möhler	sabine.stiker@web.de, Germany	2018-03-12
maria teresa	salamanca, Spain	2018-03-12
Tom McGuiness	Bigga, Australia	2018-03-12
Alice Savage	San Diego, California, US	2018-03-12
ursula schilg	Mayen, Germany	2018-03-12
Fernande Fournier	Luxembourg, Luxembourg	2018-03-12
Mariana Lukáčová	Kosice, Slovakia	2018-03-12
manuela wolter	st-cruiz, Costa Rica	2018-03-12
Davinia Hernández Gómez	Spain	2018-03-12
rudolf mühl	Michelstadt, Germany	2018-03-12
Mary Andison	Ashfield, Australia	2018-03-12
Kristy Sharpe	Sydney, Australia	2018-03-12
Kathy Zouch	Bigga, Australia	2018-03-12
Marion Schiffers	Brussels, Belgium	2018-03-12
Robyn Harrison	Bigga, Australia	2018-03-12
Alexis Carruthers	Australia	2018-03-12
daniela plüschau	Germany	2018-03-12
Ellen Anderson	Macgregor, Australia	2018-03-12
Joanne Coles	Strathfield, Australia	2018-03-12

Name	Location	Date
Daniel Mendes	Australia	2018-03-12
Dominique LANG	Vaison-la-Romaine, France	2018-03-12
Gerlinde Holzer	Guntersdorf, Austria	2018-03-12
Melanie French	Bigga, Australia	2018-03-13
ivone garcia	são caetano do sul, South Carolina, US	2018-03-13
mauro torelli	villarotta- luzzara, Italy	2018-03-13
cathala corine	Pierrelatte, France	2018-03-13
Anne Picker	Bigga, Australia	2018-03-13
Jo Marshall	Australia	2018-03-13
Akemi fukuyoshi	hong kong, Hong Kong	2018-03-13
Joanne Campione	Gold Coast, Australia	2018-03-13
Janina Grage	Germany	2018-03-13
Claudia Tüchler	Vienna, Austria	2018-03-13
Tracey Nowlan	Young, Australia	2018-03-13
Ingrid Clements	Bugga, Australia	2018-03-13
jocelyne lapointe	Terrebonne, California, US	2018-03-13
Christina Lange	Partille, Sweden	2018-03-13
rod laukens	Australia	2018-03-13
Claudia Neuhalphen	Germany	2018-03-13
Katalin Kónya-Jakus	Szatymaz, Hungary	2018-03-13
Caroline Sévilla	Paris, France	2018-03-13

Name	Location	Date
ava falah	lahijan, Iran	2018-03-13
Владимир Истомин	Березники, Russia	2018-03-13
Angela Kohnke	25436, Delaware, US	2018-03-13
Lise Vandal	Alma, Canada	2018-03-13
Kristina Sedic	Zagreb, Croatia	2018-03-14
aurelie o	Vannes, France	2018-03-14
Erin Stuart	Australia	2018-03-14
Racheal Chown	Australia	2018-03-14
Susanne Wischinski	Germany	2018-03-14
Andrea Knöpfler	Germany	2018-03-15
L Saunders	Hastings, New Zealand	2018-03-16
Karin Zimmermann	Germany	2018-03-21
Peter King	Bigga, Australia	2018-03-23
pursell n	Bigga, Australia	2018-03-27
Jennifer Carruthers	Bigga, Australia	2018-03-29
Jessica McCauley	Baltimore, Maryland, US	2018-03-30
Lachlan Hughes	Bigga, Australia	2018-04-01
Chantelle Bowles	Australia	2018-04-02
Jamie Reid	Bigga, Australia	2018-04-03
Amy Sewalt	Rossmore, Australia	2018-04-04
Pamela Reddan	Kurri Kurri, Australia	2018-04-04
Sarah Clarke	Crookwell, Australia	2018-04-04

Name	Location	Date
Jeffrey Vaughan	Australia	2018-04-04
Alannah Golinsk	Australia	2018-04-04

Works and Operations - 21 June 2018

ITEM 11.3 **Waste Transfer Stations**

FILE REFERENCE **I18/227**

AUTHOR **Manager of Operations**

ISSUE

This report recommends to Council that a workshop be held to help develop documented Service Levels for our waste facilities.

RECOMMENDATION That -

1. Council approve the holding of a workshop in order for staff to present detailed information regarding options for waste transfer stations.

BACKGROUND

In accordance with Council resolution 15/18, all of Councils unlicensed landfill sites; Taralga, Gunning, Collector, Bigga and Tuena; have now been converted to Waste Transfer Stations.

Although the conversion to waste transfer stations is significant positive progress, there remains a number of operational issues that need to be resolved in order for Council to provide compliant facilities. It is understood that further service level improvements are necessary to meet community expectations. Defining the service level to be provided to the community is an important step in progressing appropriate improvements.

The EPA has raised concerns with operations of Councils waste facilities. Although conversion to waste transfer stations is significant positive progress, there remains operational areas of concern to sustain defined level of services.

The community has also raised concerns with the level of service provided at the waste facilities.

Attendant staff have raised concerns with the negative and uncooperative attitude of some customers.

Service Levels for the respective sites require defining in order for staff to develop an appropriate scope of works for capital improvements, as well as resourcing for operation and maintenance of these sites.

REPORT

It is proposed to workshop this matter with Councillors, with a view of developing options that comply with EPA requirements, and address the community service level

Works and Operations

WASTE TRANSFER STATIONS cont'd

expectations. It is also an opportunity to provide feedback on what is possible within existing resources.

In summary, the proposed workshop will help provide guidance from Councillors while developing documented levels of service.

POLICY IMPACT

Nil

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council approve the holding of a workshop in order for staff to present detailed information regarding options for waste transfer stations.

ATTACHMENTS

Nil

Works and Operations - 21 June 2018

ITEM 11.4 **Dalton Water Supply Service Reservoir Revote**

FILE REFERENCE **I18/242**

AUTHOR **Manager of Operations**

ISSUE

The concrete service reservoir for the Dalton town water supply has a leak that requires repair. An additional funding allocation is required to undertake the repair.

RECOMMENDATION That -

1. Council allocate \$35,000 from the water fund reserve for repair of the Dalton service reservoir in the 2018/19 capital budget.

BACKGROUND

Nil

REPORT

Recent routine inspection and maintenance of the concrete Dalton service reservoir has identified a slow leak adjacent to a construction joint. Repair of the leak will require draining of the reservoir and temporary alternative arrangements for town water storage in Dalton.

Council staff have investigated options for the repair including contractor resource for the repair works as well as Council staff arranging the purchase of a small tank and control system to support continuity of water supply to Dalton whilst the repair is completed.

No impacts on the community are expected.

The service reservoir is otherwise in sound condition, substantial upgrade of the reservoir undertaken in 2010.

A budget allocation of \$35,000 is necessary to undertake the works. Funds are available in Councils water fund reserve for this purpose.

POLICY IMPACT

Nil

OPTIONS

Nil

Works and Operations

DALTON WATER SUPPLY SERVICE RESERVOIR REVOTE cont'd

FINANCIAL IMPACT OF RECOMMENDATIONS

A \$35,000 revote to Councils 2018/19 Budget and a commensurate reduction in Councils water fund reserve.

RECOMMENDATION That -

1. Council allocate \$35,000 from the water fund reserve for repair of the Dalton service reservoir in the 2018/19 capital budget.

ATTACHMENTS

Nil

Works and Operations - 21 June 2018

ITEM 11.5 **Organics Collection Grants Program**

FILE REFERENCE **I18/277**

AUTHOR **Manager of Operations**

ISSUE

This report provides Council an update of the Organics Collection Grant Program.

RECOMMENDATION That -

1. Council apply to the Organics Collection Grants Program for eligible activities.

BACKGROUND

Council resolved (resolution 82/18 and resolution 428/17) “to provide a green waste service to commence by September 2018 and that Council provides a report to the 19 April Council meeting regarding possible grant funding”.

This April report was deferred on account of the grant funding program not being open at that time.

REPORT

Round 6 of the EPA’s Organics Collection Grants Program opened on the 23 May 2018 and closes on the 28 June 2018.

Council staff have sought advice from Program staff regarding Councils eligibility. A copy of that correspondence is attached for the information of Council.

Staff will make application for eligible items of bin audits and post-delivery education.

POLICY IMPACT

Nil

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Possible grant funds to support the rollout of Council’s green waste service.


Works and Operations

ORGANICS COLLECTION GRANTS PROGRAM cont'd

RECOMMENDATION That -

1. Council apply to the Organics Collection Grants Program for eligible activities.

ATTACHMENTS

1. 	Organics Collection Grant	Attachment
------------------------------------------------------------------------------------------------------	---------------------------	------------

Luke Moloney

From: Sian McGhie <Sian.McGhie@epa.nsw.gov.au>
Sent: Tuesday, 29 May 2018 9:42 AM
To: Luke Moloney
Cc: Mursaleen Shah; Gary Woodman
Subject: RE: Organics Collection Grants Program

Hi Luke

Sorry for the slow reply.

In the guidelines on page 4 under the heading 'What will not be funded' dot point 4 states:

- Projects that seek retrospective funding for work undertaken or works committed to prior to the announcement of a the grant round.

In March Upper Lachlan Council resolved to provide a new garden waste collection service. This was before announcement of the grant round.

In the application form under the heading 'Eligibility' Question 2 states:

- 2 Have you entered into a contract to purchase mobile garbage bins (MGBs) or do the households involved in the project already have MGBs for organics?

If you answered yes to the above, your organisation is not eligible for the \$40 (total cost delivered) per household MGB funding

In your email you state you have placed an order for MGBs.

Given these 2 pieces of information, unfortunately I think it is clear Upper Lachlan is not eligible for funding for MGB or their distribution.

With regards to education/ communications funding the matter is a bit grey and therefore it is best left to the deliberations of the Independent Technical Review Committee who assess all the Organics Collection grant applications.

Through the last 5 rounds they have generally assumed

- Rolling out a new garden service is easier than rolling out a new food and garden collection service, therefore are less likely to award a full \$100,000 in education and comms for new garden services
- Councils in deciding to start a new service commit some funding to education and comms, however grant funding can help enhance and expand the education activities and thus outcomes
- Education should be designed and delivered in three stages – months leading up to commencement, the month of commencement and ongoing, with regular feedback on progress
- Audits of bin contents (green and red bins) provide useful information

Page 5 of the grant guidelines suggest that successful applicants from round 6 will be notified in October 2018.

On page 4 of the grant guidelines under the heading 'What will not be funded' at dot point 10 it states:

- Projects which would be reasonably be expected to proceed without the assistance of the Organics Infrastructure Fund.

This is the funding pool that includes the organics collection grants.

Given the timing of the start of your new service and the timing of the grant applications and announcement I think it is therefore unlikely that an application for funding for all of your education activities would be successful. However you are likely to be successful in applying for funding for audits and the follow up education post delivery of the new service. A matched pair bin by bin audit of red and green bins would tell you the participation rate, contamination rate, and diversion efficiency of the new service as well as the variation of these factors between households. This allows tailoring of messaging to the best effect. For example X % of households are using the green bin correctly, X is the main contaminant but only coming from 5% of the households, X% of green waste is being put in the correct bin by X% of households.

Sian McGhie

Senior Project Officer, Organics

Waste and Resource Recovery, NSW Environment Protection Authority

+61 2 9995 6876

sian.mcghie@epa.nsw.gov.au www.epa.nsw.gov.au [@NSW EPA](#) [EPA YouTube](#)
 Report pollution and environmental incidents 131 555 (NSW only) or +61 2 9995 5555

**From:** Luke Moloney [mailto:LMoloney@upperlachlan.nsw.gov.au]**Sent:** Thursday, 24 May 2018 1:05 PM**To:** Sian McGhie <Sian.McGhie@epa.nsw.gov.au>**Cc:** Mursaleen Shah <MShah@upperlachlan.nsw.gov.au>; Gary Woodman <GWoodman@upperlachlan.nsw.gov.au>**Subject:** Organics Collection Grants Program

Hi Sian,

Thank you for the notification regarding the opening of the 2018 round of the Organics Collections Grants Program. Council is very interested in this program.

Council resolved in March 2018 (resolution 82/18) to provide a new garden waste collection service to commence by September 2018. An allocation has been provided in the 2017/18 Budget for bins purchase. Council has placed an order for supply of bins (only).

Council is seeking some feedback on eligibility and how best to position its application to obtain funding support. Specifically in relation to funding subsidy on bins, the distribution cost, communication and education activities and bin audits for the garden waste service proposed.

regards

Luke Moloney
 Manager Operations
 Upper Lachlan Shire Council
 (02) 48301015

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Works and Operations - 21 June 2018

ITEM 11.6 **Airport Contract**

FILE REFERENCE **I18/182**

AUTHOR **Director of Works & Operations**

ISSUE

This report provides an interim feedback on the possible use of the Crookwell Airstrip.

RECOMMENDATION That -

1. Council receive and note the report as information.
2. Council authorises the Director of Works and Operations to undertake such commercial negotiation in relation to commercial use of Airstrip land.

BACKGROUND

Council resolved (74/18) that Council commissions “a feasibility study/business plan with respect to the future use of the Crookwell Airstrip and the surrounding land”.

This report is prepared in response to this resolution.

REPORT

Council's Director of Works and Operations has investigated various models and it appears on the face value the land located at the air strip may have the following economic uses:

- Training School for future pilots - The training school may need prior infrastructure building(s) and possibly a sealed runway. It is also possible that the existing runway may need to be extended beyond 1,000m.
- Lease out hangars or allow private and commercial entities to develop hangar on the land - Lease out of land appears most viable within limited resources. Council has received some interest, however, formal requests are yet to be submitted to Council with a business plan. The attached draft lease agreement could be used as basis based on the needs of the individual(s) or organisation(s).
- Use as a showcase for heritage and model RC aircraft shows - Council has received verbal requests for information regarding the use of the land to showcase aircraft shows, however, a formal proposal and business plan is yet to be seen.
- Investigate alternative uses of the land. This option is yet to be fully investigated.

Works and Operations
AIRPORT CONTRACT cont'd

Each of the above options requires further work to determine the feasibility and evaluation. All of the options may require investment before the economic use could be utilised.

Council has advised of its support to better utilise the economic development of the land that Council staff has received from a potential lessee, however, there is yet to be material progress on this front.

It is worth noting that part of the land or surrounding land may be subject to localised flooding based on the wet conditions observed when inspected in May 2018. There appears to be an existing runway that is 1,000m long and there appears to be additional land available to develop hangars.

It is wise not to develop plans as the needs of potential users are yet to be known.

POLICY IMPACT

Council has leased out land elsewhere and this potential leasing option could be subject to Commercial In Confidence. It is wise to authorise the Director of Works and Operations to undertake such commercial negotiation in order to save time.

OPTIONS

Nil


FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council receive and note the report as information.
2. Council authorises the Director of Works and Operations to undertake such commercial negotiation in relation to commercial use of Airstrip land.

ATTACHMENTS

1. 	Draft Lease for use and construction of air strip aerodrome Crookwell NSW 2583	Attachment
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ANNEXURE "A"

This and the following 30 pages comprise Annexure "A" referred to in the Lease between **TBA (ABN TBA)** of **TBA** (hereinafter called the Lessor) and **TBA** of **TBA** (hereinafter called the Lessee).

The Lessor and the Lessee hereby covenant and agree the one with the other as follows:

1 RELATIONSHIP OF LESSOR AND LESSEE

Nothing contained or implied in this Lease will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Lessor and the Lessee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Lessee and the Lessor or either of them will be deemed to create any relationship between them other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this Lease.

2 DEFINITIONS

In this Lease unless the contrary intention appears:

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

Commencing Date means the date specified in Column 2 of Item 1 of Schedule 1;

Environmental Law means any Law or State protection policy incorporated by reference to or being part of any Law relating to protection of the Environment;

Hazardous Substance means a substance that because of its quantity, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, or physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

Improvements means any structure or work of a permanent nature attached to the land;

this Lease means this Lease Agreement including the Schedules, and all Annexures hereto;

Lessee Fixtures means any plant equipment fittings or improvements in the nature of fixtures brought onto the Premises by, on behalf of, or at the request of the Lessee;

Local Council means the council established under the Local Government Act 1993 for the Local Government Area in which the Premises are situated;

Party means a party to this Lease;

Premises means the Property Leased identified in Item A on the front page of this Lease;

Rent means the rent reserved under Clause 9 of this Lease;

Sub-Lessee means a person who holds a sub-lease of any part of the Premises from the Lessee in accordance with a provision of this Lease;

Term means the period specified in Column 2 of Item 2 of Schedule 1;

Terminating Date means the date on which the Term expires, as specified in Column 2 of Item 3 of Schedule 1;

Termination means a termination of this lease as a consequence of the expiration of the Term (or any extension thereof), or a termination under Clause 23.

3 CONSTRUCTION

3.1 Construction in accordance with this Clause

This Lease shall be construed in accordance with this clause unless the context requires otherwise.

3.1.1 Plurals

Words importing the singular include the plural and vice versa.

3.1.2 Genders

Words importing any gender include the other genders.

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government or statutory body or authority; and
- (b) the legal personal representatives, successors and assigns of that person.

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in construing this Lease.

3.1.5 Clauses and Sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, subparagraphs and other components which form part of the clause referred to.
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.

3.1.6 Time

A reference to time is a reference to local time in Sydney.

3.1.7 Money

A reference to \$ or "dollars" is a reference to the lawful currency of Australia.

3.1.8 Defined Terms

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.

3.1.10 Contra Preferentum

No rules of construction shall apply to the disadvantage of any party responsible for preparation of this Lease or any part of it.

3.1.11 Statutes

A reference to a statute, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

3.1.12 Lease

A reference to this Lease shall include any extension or variation of this Lease.

3.1.13 Priority

If an inconsistency occurs between the provisions of this Lease and the provisions of a lease granted in accordance with this Lease, the provisions of this Lease shall prevail.

3.2 Warranties and Undertakings

(a) The Lessee warrants that it:

- (i) has relied only on its own inquiries about this Lease; and
- (ii) has not relied on any representation or warranty by the Lessor or any person acting or seeming to act on the Lessor's behalf.

(b) The Lessee must comply on time with undertakings given by or on behalf of the Lessee.

3.3 Further assurances

Each Party must do everything necessary to give full effect to this Lease.

4 SEVERABILITY

Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

5 ESSENTIAL TERMS OF LEASE

The Lessor and the Lessee agree that the clauses specified in Column 2 of Item 13 of Schedule 1 are essential conditions of this Lease.

6 SECTIONS OF LEGISLATION NOT TO APPLY

- 6.1 The covenants and powers implied in every lease by virtue of Sections 84, 84A, 133, 133A and 133B of the Conveyancing Act 1919 do not apply or are not implied in this Lease and are expressly negated except in so far as the same or some part or parts of it are included in the covenants hereinafter contained. The employment in this Lease of any words in any of the forms of words contained in the first column of Part II of the Fourth Schedule to the Conveyancing Act 1919 shall not imply any covenant under Section 86 of that Act.
- 6.2 Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Lease.

TERM AND PERMITTED USE

7 TERM OF LEASE

The Lessor grants to the Lessee a lease of the Premises for the Term specified in Column 2 of Item 2 of Schedule 1. The Term shall commence on the Commencing Date specified in Column 2 of Item 1 of Schedule 1.

8 PERMITTED USE

- 8.1 The Lessee will not use the Premises or allow the Premises to be used for any purpose other than the Permitted Use specified in Column 2 of Item 4 of Schedule 1.
- 8.2 Unless expressly permitted under a provision of this Lease the Lessee will not reside on the Premises or permit any other person to reside on the Premises.

LESSEE'S RENT AND OUTGOINGS

9 PAYMENT OF RENT

The Lessee covenants with the Lessor that the Lessee will on the Commencing Date and thereafter during the whole of the Term on the Due Date specified in Column 2 of Item 6 of Schedule 1 pay the Rent to the Lessor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

10 CONTINUING OBLIGATION

The obligation of the Lessee to pay the Rent is a continuing one during the Term of this Lease and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

11 NO REDUCTION IN RENT

Subject to this Lease the Lessee will not without the written consent of the Lessor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent required to be paid under this Lease. However, if at any time during the Lease:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Lessee; or

- (b) as a result of the damage, the Lessee is not able to use the Premises in a reasonable manner,

the Lessee's obligations to pay Rent will abate to the extent proportional to the effect on the Lessee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Lessee is able to conduct the Lessee's activities and/or occupy the Premises in a reasonable manner.

12 LESSEE TO PAY RATES

- 12.1 The Lessee will when the same become due for payment pay all (or in the first and last year of the Term the appropriate proportionate part) rates, taxes (including Land Tax), assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Lease separately assessed and lawfully charged upon, imposed or levied in respect of the Lessee's use or occupation of the Premises to the extent referable to the Lessee's use or occupation of the Premises.

- 12.2 The Lessee will if required by the Lessor produce to the Lessor evidence for such payments within 10 business days after the respective due dates for payment and in case such rates, taxes, duties and fees so covenanted to be paid by the Lessee are not paid when they become due the Lessor may if it thinks fit pay the same and any such sum so paid may be recovered by the Lessor from the Lessee.

13 LESSEE TO PAY OTHER CHARGES

The Lessee will pay all other fees, charges and impositions not referred to in clause 12 for which it may properly be liable and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Lessee.

14 LESSEE TO PAY FOR SERVICES

The Lessee will as and when the same become due for payment pay to the Lessor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Lessee or consumed in or on the Premises, by the Lessee.

15 LESSEE TO PAY COST OF WORK

Whenever the Lessee is required under this Lease to do or effect any act, matter, work or thing then the doing of such act matter or thing will unless this Lease otherwise provides be at the sole risk, cost and expense of the Lessee.

16 COSTS PAYABLE

16.1 Costs Payable to Lessor

Except where a law limits costs being incurred by a Lessee being recovered from the Lessor, the Lessee will pay in full the Lessor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Lessor in consequence of or in connection with or incidental to:

- (a) the preparation, completion, stamping and registration of this Lease;

- (b) any variation of this Lease made otherwise than at the request of the Lessor;
- (c) any application for the consent of the Lessor if applicable under this Lease;
- (d) any and every failure to comply, breach or default by the Lessee under this Lease;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Lessee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Lessee of any provision of this Lease;
- (h) the Lessee requiring the Lessor to do any act, matter or thing under this Lease, unless otherwise provided for in this Lease, the Lessee will reimburse the Lessor for all reasonable costs and expenses incurred in complying with that requirement.

16.2 Costs payable by Lessor

The Lessor will pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Lessee.

17 INTEREST ON OVERDUE MONEYS

The Lessee will pay interest to the Lessor on any moneys due and payable under the Lease or on any judgment in favour of the Lessor in an action arising from the Lease until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Lessor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest will accrue and be calculated daily.

18 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Lease must be paid to the address or bank account specified in Column 2 of Item 7 of Schedule 1 or to such other person or at such other address as the Lessor may from time to time direct by notice in writing served on the Lessee.

19 GOODS AND SERVICES TAX

- (a) For the purposes of this Lease, "GST", "taxable supply", "consideration" and "tax invoice" have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999.
- (b) All payments to be made or other consideration to be provided under this Lease are GST exclusive unless otherwise expressly stated. If any

payment or consideration to be made or provided by the Lessee to the Lessor is for a taxable supply under the Lease on which the Lessor must pay GST and the Lessor gives the Lessee a tax invoice, the Lessee must pay to the Lessor an amount equal to the GST payable (the "GST Amount") by the Lessor for that taxable supply upon receipt of that tax invoice.

- (c) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount must not include any amount incurred in respect of penalty or interest or any other amounts payable by the Lessor as a result of default by the Lessor in complying with the GST Law.

20 SUBLEASING, ASSIGNMENT AND PARTING WITH POSSESSION

- 20.1 The Lessee may not sublet, assign this Lease or part with possession of the Premises or any part of them without the consent of the Lessor. The Lessor will not unreasonably withhold its consent.
- 20.2 If the Lessee is a corporation, it will be treated as assigning this Lease, for the purposes of sub-clause 20.1, if the person or persons who beneficially own or control a majority of its voting shares at the commencement of this Lease cease to do so, except as a result of transmission on the death of a shareholder. This clause will not apply if the Lessee is a corporation, the voting shares of which are listed on a Stock Exchange in Australia.
- 20.3 The Lessee is to pay the Lessor's reasonable legal and other costs relating to considering and giving consent, including any costs which the landlord incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability of any proposed subtenant or assignee or the person to whom possession is to be transferred.
- 20.4 The Lessee may not mortgage or charge this Lease or any estate or interest in the leased Premises.

21 TERMINATION OF LEASE

- 21.1 Subject to Clause 23 this Lease terminates on the date specified in Column 2 of Item 3 of Schedule 1.

22 Deliberately omitted

23 TERMINATION OF LEASE ON DEFAULT

- 23.1 The Lessor may end the Lease in the manner set out below in the following circumstances:
 - (a) if the Rent or any part of it or any other moneys owing to the Lessor under the Lease is or are in arrears for one month, whether formally demanded or not;

- (b) if the Lessee breaches an essential condition of this Lease or any rule or regulation made under this Lease;
 - (c) if defects notified under a provision of this Lease are not remedied within the time specified in the notice;
 - (d) if the Lessee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
 - (e) if the Lessee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Lessee is a company and is placed under official management under the corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest of the Lessee under this Lease is taken in execution;
 - (h) if the Lessee or any person claiming through the Lessee conducts any business from the leased Premises after the Lessee has committed an act of bankruptcy.
- 23.2 In the circumstances set out in sub clause 23.1, the Lessor may end the Lease by:
- (a) notifying the Lessee that it is ending the Lease; or
 - (b) re-entering the Premises, with force if necessary, and ejecting the Lessee and all other persons from the Premises and repossessing them; or
 - (c) doing both.
- 23.3 If the Lessor ends this Lease under this clause, the Lessee will not be released from liability for any prior breach of this Lease and other remedies available to the Lessor to recover arrears of Rent or for breach of this Lease will not be prejudiced.
- 23.4 If the Lessor ends this Lease under this clause or under clause 22, it may remove the Lessee's property and store it at the Lessee's expense without being liable to the Lessee for trespass, detinue, conversion or negligence. After storing it for at least one month, the Lessor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.
- 23.5 If the Lessor ends this Lease under this clause, it may, besides any other rights and remedies that it might have, recover from the Lessee damages for the loss of the benefit of the rest of this Lease.

24 ACCEPTANCE OF RENT NOT WAIVER

Demand for, or acceptance of Rent or any other moneys due under this Lease by the Lessor after forfeiture does not operate as a waiver of forfeiture.

25 HOLDING OVER BY LESSEE

- (a) On and from the Terminating Date of this Lease, the Lessee shall be entitled with the consent of the Lessor to remain in possession of the Premises on the following terms and conditions:
 - (i) the Lessee shall become a monthly tenant of the Lessor at a monthly rental equivalent to one twelfth of the annual Rent payable at the time of expiration of this Lease;
 - (ii) the Lessee shall comply with and be bound by the terms and conditions of this Lease insofar as the terms and conditions are applicable, provided that the Lessor may from time to time by notice in writing served on the Lessee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Lessor and the Lessee expressly agree that where any provision of this Lease confers any right, duty, power or obligation on a Party upon the expiration of this Lease and the Lessee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Lessee ceases to be entitled to possession pursuant to this clause.
- (c) The tenancy created by operation of this clause may be determined by the Lessor serving on the Lessee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
- (d) The tenancy created by operation of this clause may be determined by the Lessee serving on the Lessor a notice stating that as from a date specified in the notice the tenancy is surrendered.

26 LESSEE TO YIELD UP

- 26.1 The Lessee will forthwith upon the expiry or determination of this Lease or any extension of it peaceably vacate the Premises at the Lessee's expense.
- 26.2 The Lessee must:
 - (a) unless otherwise provided for in this Lease, remove the Tenant Fixtures and must remove any signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Lessee (other than a notice displayed by the Lessor); and

- (b) unless otherwise provided for in this Lease, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Lessee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Tenant Fixtures to the reasonable satisfaction of the Lessor; and
- (c) ensure that when it vacates the Premises, the Premises comply with any Environmental Law to the extent that it did so at the time of granting of this Lease; and
- (d) leave the Premises in a clean and tidy condition.

26.3 Sub-clause 26.2 does not apply unless the Lessor permits the Lessee to carry out any works on the Premises reasonably required in order to comply with the clause.

OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

27 ADDITIONS AND ALTERATIONS

The Lessee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Lessor, the local Council (in its role as the statutory planning authority). Any additions or alterations consented to by the Lessor shall be carried out at the Lessee's expense and in a workmanlike manner.

28 MAINTENANCE OF PREMISES

The Lessee will keep the Premises clean and tidy and in good order and condition.

29 LESSEE TO ERECT BARRICADES ETC.

Where the Premises or any part of the Premises become to the knowledge of the Lessee (or which ought reasonably to be in the knowledge of the Lessee) unsafe, hazardous or dangerous the Lessee will forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

30 LESSEE NOT TO REMOVE MATERIALS

- (a) The Lessee will not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Lessor and subject to such conditions as the Lessor may determine.
- (b) Sub clause 30(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Lessee to comply with any condition imposed pursuant to sub clause 30(a) constitutes a failure by the Lessee to comply with a provision or covenant of this Lease.

31 ADVERTISING

- (a) The Lessee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Lessor's written consent other than safety signs, in respect of which the Lessor's consent will not be required; and
- (b) The Lessor may at any time by notice in writing require the Lessee to discontinue to use any piece or mode of advertising to which the Lessor has granted consent under sub-clause 31(a) which in the opinion of the Lessor has ceased to be suitable or has become unsightly or objectionable and the Lessee on receipt of the notice must comply accordingly.

32 NOTIFICATION OF ACCIDENT

The Lessee will give to the Lessor prompt notice in writing of any serious accident to any person or accident to the Premises or serious defect at or to the Premises unless that defect or accident is capable of being and is promptly remedied by the Lessee.

33 RODENTS AND VERMIN

The Lessee will take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and will in the event of failing to do so if required by the Lessor but at the cost of the Lessee employ from time to time a duly certified pest exterminator approved by the Lessor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Lessee and any person acting on the Lessee's behalf will not use any substance or undertake any activity prohibited by any law.

34 LESSEE NOT TO BURN OFF

If applicable, the Lessee will not carry out any burning off on the Premises except with the prior consent of the Lessor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this condition shall be subject to such reasonable conditions as the Lessor may impose.

35 LESSEE NOT TO COMMIT NUISANCE ETC

The Lessee will not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) do or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

36 HAZARDOUS SUBSTANCES

The Lessee must not bring on to the Premises or keep any Hazardous Substance on the Premises without the prior consent of the Lessor, which consent shall not be unreasonably withheld.

37 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Lessee will not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and will take reasonable precautions in drilling excavating or carrying out other operations or works on the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Lessee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Lessee will within 24 hours notify the Lessor and the Director-General of the Department of Environment and Conservation of the existence of such relic, place or item.
- (c) The Lessee will not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub clause 37(b) without the approval of the Director-General of the Department of Environment and Conservation and the Lessee will observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

38 ARTEFACTS

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Lessor and the Lessee will as authorised by the Lessor watch or examine any excavations and the Lessee will take all reasonable precautions to prevent such articles or things being removed or damaged and will as soon as practicable after discovery thereof notify the Lessor of such discovery and carry out the Lessor's orders as to the delivery up to or disposal of such articles or things at the Lessor's expense.

IMPROVEMENTS AND PLANT

39 OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND TENANT FIXTURES

- (a) Upon expiry or sooner determination of this Lease all Improvements undertaken by the Lessee become the property of the Lessor.
- (b) During the Term and any extension of it, ownership of Tenant Fixtures vests in the Lessee. Notwithstanding anything contained in this Lease, so long as any Rent or other moneys are due by the Lessee to the Lessor or if the Lessee has committed any breach of this Lease which has not been made good or remedied and whether the Lessee is still in possession or not, the Lessee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the leased property.

40 GENERAL REQUIREMENT TO REPAIR

Without prejudice to any specific obligations contained in this Lease the Lessee will to the satisfaction of the Lessor at all times keep the Premises in good repair and properly maintained in all respects.

41 BREAKAGES

The Lessee will immediately at the Lessee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Lessor occasioned by want of care, misuse or abuse on the part of the Lessee, the Lessee's agents, servants, invitees or licensees.

42 LESSOR'S RIGHT TO ENTER INSPECT AND REPAIR

The Lessor and the Lessor's agents may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) and accompanied by the Lessee or an employee or agent of the Lessee enter upon the Premises and view the state of repair of the Premises and may serve upon the Lessee a notice in writing of any defect (the repair of which is the Lessee's obligation under this Lease to undertake) requiring the Lessee within two months to repair the same.

43 INDEMNITIES AND INSURANCE

Definition

For the purposes of clauses 44, 45, 46, 47, 48, 49, 57 and 58 –

Claim/s means actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, legal costs, charges and expenses.

44 INDEMNITIES

44.1 Indemnity for use of Premises

- (a) The Lessee will indemnify and keep indemnified the Lessor from and against all Claims whatsoever to which the Lessor shall or may be or become liable for or in respect of the Lessee's occupation operation and use of the Premises or for or in respect of all Claims of whatsoever nature or kind and howsoever arising (and whether to any property or to any person resulting in the destruction or damage of any property or the death or injury of any person) at or upon the Premises or originating on the Premises, although occurring or sustained outside the Premises, except to the extent that any such Claims:
 - (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Lessor; or
 - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Lessor is adequately indemnified by that other occupier in respect of the relevant Claim or demand, and the Lessor will use its reasonable endeavours to ensure that an indemnity in or to the effect of this form is contained in any agreement with any other occupier of the Premises.

44.2 Indemnity Continues After Expiration of Lease

The obligations of the Lessee under this clause continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

44.3 Exclusion of Consequential Loss

Despite any other provision of this Lease, both Parties exclude, (and agree that they will have no rights against the other for) liability for consequential or indirect loss arising out of this Lease including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

45 RELEASE OF LESSOR FROM LIABILITY

- (a) The Lessee shall occupy, use and keep the Premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor from all Claims resulting from any accident, damage or injury occurring therein (but excluding such Claims to the extent that such Claims arise out of the negligent or wilful acts omissions or default of the Lessor) and the Lessor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Lessee or any agent or servant of the Lessee or of any member of the public whilst in or upon the Premises (but excluding such Claims to the extent that such Claims arise out of the negligent acts or wilful omissions or default of the Lessor).
- (b) The obligations of the Lessee under this clause shall continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for which the Lessee is responsible. Such obligation is to be governed by the Statute of Limitations.

46 NO LIABILITY FOR FAILURE OF SERVICES

The Lessor will not be under any liability for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Premises or this Lease provided that such failure is not due to the negligent or wilful act or omission of the Lessor its servants or agents.

47 LESSEE NOT TO IMPOSE LIABILITY ON LESSOR

Subject to any other provision of this Lease, the Lessee will not without the written consent of the Lessor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Lessor any liability of the Lessee under or by virtue of this Lease even though the Lessee is entitled to do so under any law present or future or otherwise.

48 INSURANCE - PUBLIC RISK

The Lessee will effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 10

of Schedule 1 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event. The Lessor acknowledges that the Lessee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

49 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Lessee pursuant to this Lease are specified in Schedule 2 - Special Conditions and shall be in place prior to occupying the Premises and must note the Lessor as an interested party.
- (b) The Lessee will produce to the Lessor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Lessee pursuant to this Lease.
- (c) The Lessee will not at any time during the Term do any act or omit to do any act which it ought reasonably believe may render void or voidable any policy of insurance. If the Lessee does any act or fails to do any act whereby the rate of premium on such insurance shall be liable to be increased, the Lessee will obtain insurance cover for such increased risk and pay all additional premiums required on account of the additional risk caused by the use to which the Premises are put by the Lessee.
- (d) The Lessee will use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

LESSOR'S WARRANTIES AND COVENANTS

50 HAZARDOUS CHEMICALS

The Lessor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

51 QUIET ENJOYMENT

The Lessor warrants that subject to:

- (a) the Lessor's rights under this Lease;
- (b) the Lessee complying with its obligations under this Lease;

the Lessee may hold and occupy the Premises without undue interference by the Lessor.

LESSOR'S POWERS AND FUNCTIONS

52 APPROVAL BY THE LESSOR

- (a) This clause does not apply to a consent or approval under clause 20.

- (b) In any case where pursuant to this Lease the doing or executing of any act, matter or thing by the Lessee is dependent upon the approval or consent of the Lessor such approval or consent will not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Lessor and may be given subject to such conditions as the Lessor may determine unless otherwise provided in this Lease provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (c) Any failure by the Lessee to comply with a condition imposed by the Lessor pursuant to sub-clause 52(b) constitutes a failure by the Lessee to comply with a condition of this Lease.

53 OPINION OF THE LESSOR

Any opinion to be formed by the Lessor for the purposes of this Lease may be formed by the Lessor on such grounds and material as the Lessor determines to be sufficient. If the Lessor deems it necessary, such opinion will be formed after consultation with any New South Wales Government Department, the Local Council or other public authority or the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Lessor is deemed to be exercising merely administrative functions.

COMPLIANCE WITH STATUTES AND OTHER INSTRUMENTS

54 LESSEE TO COMPLY WITH ALL COMMONWEALTH AND NSW STATE LAWS

- (a) The Lessee will comply with the requirements of all statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Lessee is bound at law to comply with the same and nothing in this Lease affects this obligation.
- (b) The Lessee will forthwith on being served with a notice by the Lessor comply with any notice or direction served on the Lessor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

55 LESSEE TO COMPLY WITH ENVIRONMENTAL LAWS

In relation to its use of the Premises, the Lessee must, during the Term, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Lessor as soon as reasonably practicable details of notices received by or proceedings commenced against the Lessee pursuant to an Environmental Law:

- (i) relating to a breach or alleged breach by the Lessee of an Environmental Law; or
- (ii) requiring the Lessee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

56 LESSEE'S FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS

Where the Lessee breaches any law in relation to its use of the Premises it is taken to breach a condition of this Lease, provided that:

- (a) the Lessee has been found guilty of the breach, and
- (b) the Lessor determines that the breach warrants the Termination of this lease.

57 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Lessee will indemnify and keep indemnified the Lessor from and against any Claims arising from the non-compliance by the Lessee with any New South Wales or Commonwealth legislation that may apply to the Lessee's use and occupation of the site and access thereto and the Lessee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

58 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Lease, the Lessee shall indemnify and keep the Lessor indemnified against all Claims arising from a breach by the Lessee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

DISPUTE RESOLUTION

59 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Lessor and the Lessee are in dispute regarding any matter relating to or arising under this Lease or in respect of any approvals or consents to be granted by the Lessor (except those approvals or consents where the Lessor has an obligation to act reasonably) to the Lessee hereunder, then either the Lessor or the Lessee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notice, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Lease.

- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 59(d).
- (g) Notwithstanding the existence of a dispute being dealt with under this clause the Parties must, unless acting in accordance with an express provision of this Lease, continue to perform their obligations under this Lease.

60 NOTICES

60.1 Service of Notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessee at the address stated in Column 2 of Item 8 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor; or
- (b) sent by email to the Lessee's email address stated in Column 2 of Item 8 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor;
- (c) sent by facsimile to the Lessee's facsimile number stated in Column 2 of Item 8 of Schedule 1 or such other number as the Lessee notifies in writing to the Lessor; or
- (d) forwarded by prepaid security mail addressed to the Lessee at the address stated in Column 2 of Item 8 of Schedule 1

and every such notice must also be served on the Lessee's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in clauses 60.1 (a), (b) and (c).

60.2 Service of Notice on Lessor

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in Column 2 of Item 9 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by email to the Lessor's email address stated in Column 2 of Item 9 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee;
- (c) sent by facsimile to the Lessor's facsimile number stated in Column 2 of Item 9 of Schedule 1 or such other number as the Lessor notifies in writing to the Lessee; or
- (d) forwarded by prepaid security mail addressed to the Lessor at the address stated in Column 2 of Item 9 of Schedule 1

and every such notice must also be served on the Lessor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Lessor's solicitors notify in writing to the Lessee, by any methods identified in clauses 60.1 (a), (b) and (c).

60.3 Notices

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Lessor or by the Lessee to the other.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the expiration of 2 Business Days after the date of posting.
- (c) Any notice sent by facsimile machine will be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

MISCELLANEOUS

61 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

62 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Lease either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied. None of the provisions of this Lease shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

63 NO MERGER

Nothing in this lease merges, postpones, extinguishes, lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Lease or under any other agreement.

64 COUNTERPARTS

- (a) A Party may execute this lease by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

65 CONTACT PERSON

The Lessor and the Lessee each must nominate a person to contact about matters arising under this Lease. The person so nominated is the person referred to in Column 2 of Items 11 and 12 of Schedule 1 or such other person as the Lessor nominates in writing to the Lessee and the Lessee nominates in writing to the Lessor from time to time.

66 APPLICABLE LAW

This Lease shall be construed and interpreted in accordance with the law of New South Wales.

67 NO HOLDING OUT

The Lessee will not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Lessor nor shall the Lessee act as or represent itself to be the servant or agent of the Lessor.

68 WHOLE AGREEMENT

- (a) The provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Lease or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Lease.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

69 SPECIAL CONDITIONS

The Special Conditions set out in Column 2 of Item 14 of Schedule 1 apply and form part of this Lease.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Commencing Date	
2	7	Term	TBA years
3	21	Terminating Date	
4	8	Permitted Use	TBA
5	9	Rent	\$TBA
6	9	Due Date	TBA
7	18	Address for Payment of Rent	TBA
8	60	Lessee's address for Service of Notices	TBA
9	60	Lessor's address for Service of Notices	TBA

10	48	Public Risk Insurance amount	\$20 Million
11	65	Lessor's Contact Person	TBA
12	65	Lessee's Contact Person	TBA
13	5	Essential Conditions	7, 8, 9, 11, 12, 20, 21, 27, 28, 40, 48, 49, 54, 56, Special condition 9
14	69	Special Conditions	The special conditions set out in Schedule 2.

End of Schedule 1

SCHEDULE 2

Special conditions

Bank Guarantee

1. The Lessee shall, upon execution of this Lease, provide to the Lessor an unconditional and irrevocable bank guarantee without an expiry date in a form acceptable to the Lessor in the amount of \$TBA ("the Bank Guarantee").

Construction of the Building

2. Should it not already be constructed at the Commencing Date, the Lessee shall be permitted to construct on the Premises, in a proper and workmanlike manner with materials of a quality and by a licenced builder as approved by the Lessor at the Lessee's cost, a building in accordance with the Development Consent ("the Building").
3. The Lessee must ensure that the Building is constructed in accordance with all applicable laws and statutory standards.
4. In addition to the insurances required by clause 48 of this Lease, the Lessee shall, in respect of the construction of the Building procure a policy of insurance for contractors' all risk insurance and in respect of the Building, building insurance for the full replaceable value of the Building. The Lessee must ensure that such policy complies with the requirements detailed in clause 49 hereof.
5. The Lessor may terminate this Lease upon 7 days' written notice to the Lessee should:
 - a. a final occupation certificate within the meaning of section 109C of the *Environmental Planning & Assessment Act 1979* in respect of the Building ("the Occupation Certificate") not have been issued by the date which is twelve (12) months after the date of the Development Consent or by a date otherwise agreed by the parties; or
 - b. construction of the Building has not commenced by the date which is three (3) months after the date of the Development Consent; or
 - c. construction of the Building ceases for a period of more than eight (8) weeks at any one time.
6. The Lessee must not occupy the Building until the Occupation Certificate has been issued.
7. Should this Lease be terminated in accordance with special condition 5 hereof, the Lessor may apply part or all of the Bank Guarantee to return the Premises to its condition at the commencement of this Lease or to complete the Building.
8. The Lessor shall return the Bank Guarantee to the Lessee within 7 days of the issue of the Occupation Certificate.

9. For the purpose of these special conditions, the “Development Consent” is the consent to Development Application **TBA** as modified (if applicable).

Maintenance of the Premises including the Building

10. In addition to the obligations of the Lessee under clause 40 hereof, the Lessee must maintain and repair the Building and any other building constructed on the Premises to the Lessor’s satisfaction and such maintenance and repairs are to include structural and capital repairs as required.

Refurbishment of the Building

11. Notwithstanding any other clause contained herein and in addition to the Lessee’s obligations set out in clause 28 of this Lease, the Lessee must, at its own cost, refurbish the Building in the 10th and 20th year of the Term to a standard and in a manner approved prior by the Lessor.

Transfer of ownership to Lessor at end of Lease

12. Notwithstanding anything other clause herein, upon termination of this Lease for any reason, all ownership in the Building (excluding fixtures and fittings in the Building) shall transfer to the Lessor. The Lessee shall be permitted to remove equipment owned by the Lessee together with fixtures and fittings provided that the Lessee makes good any damage caused by the removal of the said equipment, fixtures or fittings.

Charges payable by Lessee

13. For the purposes of clause 13 of this Lease, the fees and charges payable by the Lessee shall include but not be limited to:
- a. Land tax (whether levied on the Lessor or Lessee);
 - b. Electricity;
 - c. Water rates and usage;
 - d. Garbage removal; and
 - e. Telephone and/or internet connection.

Maintenance of public car park and public park

14. Notwithstanding other clause herein, the Lessee shall be responsible for maintaining the public car park adjacent to the Premises. The Lessee’s maintenance of the car park shall include but not be limited to general maintenance and upkeep of landscaped areas and grass borders in a tidy and safe manner including but not limited to whipper-snipping of borders and fence lines and collection of litter.
15. Notwithstanding anything else contained herein, the Lessee shall be responsible for maintaining the public park known as Pound Paddock adjacent to the Premises. The Lessee’s maintenance of the public park shall include but not be

limited to mowing grassed areas, whipper-snipping borders and fence-lines, collection and deposit of litter into receptacle bins and collection and removal of debris and litter from pathways.

Community consultation

16. Should the Lessee not already have done so, the Lessee must, within 6 months of the Commencing Date do all things necessary to develop, to the Lessor's satisfaction, a protocol to facilitate communication between local residents and the registered proprietors of owners adjoining the Premises ("the Stakeholders") to identify any reasonable concerns or issues relating to the operation of the disability services facility from the Premises ("the Protocol").
17. Upon approval of the protocol by the Lessor, the Lessee must do all things necessary to implement the Protocol including but not limited to addressing any of the said concerns of the Stakeholders.

Dated this day of 2015

THE COMMON SEAL OF TBA was
affixed in the presence of:

THE COMMON SEAL OF TBA was
hereunto affixed on
 day of 20
pursuant to a resolution of the Council
dated day of 20
in the presence of:

Signature of Authorised Officer

Mayor

Print Name Authorised Officer

General Manager

Signature of Authorised Officer

Print Name of Authorised Officer

12 FINANCE AND ADMINISTRATION

The following items are submitted for consideration -

12.1	Integrated Planning and Reporting - Adoption of 2018/2019 Council Plans	350
12.2	Review of the Section 355 Committee Policy	370
12.3	Review of the Bank Overdraft Facility Policy	376
12.4	Review of the Cash Handling Policy	380
12.5	Review of the Subsidised Use of Public Halls Policy	385

Finance and Administration - 21 June 2018

ITEM 12.1 **Integrated Planning and Reporting - Adoption of 2018/2019 Council Plans**

FILE REFERENCE **I18/236**

AUTHOR **Director of Finance and Administration**

ISSUE

Adoption of Upper Lachlan Shire Council's Strategic Plans, Revenue Policy and making of rates and charges in accordance with the *Local Government Act 1993* and the integrated planning and reporting legislation.

RECOMMENDATION That -

1. Council, in accordance with Sections 8A-8C and Sections 403-406, of the Local Government Act 1993 and requirements of the Local Government Amendment (Governance and Planning) Act 2016 resolve to adopt the following Strategic Plans:-
 1. Operational Plan 2018/2019;
 2. Delivery Program 2018/2019 – 2021/2022;
 3. Long Term Financial Plan 2018-2027;
 4. Infrastructure Plan 2018-2027; and
 5. Workforce Plan 2018/2019 – 2021/2022.
2. Council approves expenditure and votes money according to the integrated financial budget contained within Council's 2018/2019 Operational Plan.
3. Council make the Revenue Policy, including Fees and Charges, and operational and capital budget as outlined in the 2018/2019 Operational Plan. The net consolidated operating result is a budget surplus, before capital grants and contributions, totalling \$209,610.
4. Council in accordance with Section 506, of the Local Government Act 1993, and the Office of Local Government advice, and in accordance with the Independent Pricing and Regulatory Tribunal of NSW determination, hereby adopt a 2.30% permissible Ordinary (General) Rates Increase for 2018/2019.
5. Council in accordance with Section 566 (3), of the Local Government Act 1993, hereby resolves that the Interest Rate to apply for 2018/2019 to all overdue Rates and Charges be calculated at the maximum permissible Interest Rate of 7.50%, calculated on a daily basis, as determined by the Office of Local Government.
6. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0029912 for Farmland Rating Category inclusive of a Base Amount of \$370.00 per Assessment being 21% of the total amount payable for land categorised as Farmland, for the year 2018/2019.

7. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0036430 for the Residential Rating Category inclusive of a Base Amount of \$240.00 per Assessment being 42% of the total amount payable for land categorised as Residential, for the year 2018/2019.
8. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0032600 for the Residential – Non Urban Rating Category inclusive of a Base Amount of \$240.00 per Assessment being 35% of the total amount payable for land categorised as Residential – Non Urban, for the year 2018/2019.
9. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0095480 for the Business – Crookwell Rating Category inclusive of a Base Amount of \$240.00 per Assessment being 27% of the total amount payable for land categorised as Business - Crookwell, for the year 2018/2019.
10. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0065500 for the Business – Gunning Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 35% of the total amount payable for land categorised as Business – Gunning for the year 2018/2019.
11. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0065500 for the Business – Taralga Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 35% of the total amount payable for land categorised as Business – Taralga for the year 2018/2019.
12. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0269400 for the Business – General Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 7% of the total amount payable for land categorised as Business – General for the year 2018/2019.
13. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0087000 for the Mining Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 13% of the total amount payable for land categorised as Mining for the year 2018/2019.
14. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
15. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.

16. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Dalton Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
17. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
18. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Access Charge of \$764.00 per Assessment categorised as Residential Occupied and an Access Charge of \$501.00 for Residential Unoccupied, for the year 2018/2019.
19. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Non-Residential and Business of \$764.00, a Sewerage Discharge Factor of 0.77 and a Usage Charge of \$2.95, for the year 2018/2019.
20. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Churches / Schools / Hospitals / Nursing Homes and Parks of \$764.00, a Sewerage Discharge Factor of 0.50 and a Usage Charge \$2.95, for the year 2018/2019.
21. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Commercial of \$764.00, a Sewerage Discharge Factor of 0.60 and a Usage Charge of \$2.95, for the year 2018/2019.
22. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Access Charge of \$764.00 per Assessment categorised as Residential Occupied and an Access Charge of \$501.00 for Residential Unoccupied, for the year 2018/2019.
23. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Commercial of \$764.00, a Sewerage Discharge Factor of 0.60 and a Usage Charge of \$2.95, for the year 2018/2019.
24. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Non-Residential and Business of \$764.00, a Sewerage Discharge Factor of 0.77 and a Usage Charge of \$2.95, for the year 2018/2019.
25. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Best Practice Pricing

Access Charge per Assessment categorised as Churches / Schools / Hospitals / Nursing Homes and Parks of \$764.00, a Sewerage Discharge Factor of 0.50 and a Usage Charge of \$2.95, for the year 2018/2019.

26. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Access Charge of \$764.00 per Assessment categorised as Residential Occupied and an Access Charge of \$501.00 for Residential Unoccupied, for the year 2018/2019.
27. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Non-Residential and Business of \$764.00, a Sewerage Discharge Factor of 0.77 and a Usage Charge of \$2.95, for the year 2018/2019.
28. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Commercial of \$764.00, a Sewerage Discharge Factor of 0.60 and a Usage Charge of \$2.95, for the year 2018/2019.
29. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Churches / Schools / Hospitals / Nursing Homes and Parks of \$764.00, a Sewerage Discharge Factor of 0.50 and a Usage Charge of \$2.95, for the year 2018/2019.
30. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496, Council make a shire wide Domestic Waste Management Service Charge of \$443.00 per service for the year 2018/2019.
31. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496, Council make a shire wide Domestic Waste Management Availability Charge of \$174.00 per Rateable Assessment. This annual charge is for each vacant property that is categorised as Residential and is in the pickup service area, for the year 2018/2019.
32. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 501, Council make a Commercial Waste Service Charge of \$525.00 per service for each rateable Assessment categorised as Business – Gunning, Business – Taralga and Business – Crookwell, for the year 2018/2019.
33. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1) and 501, Council make a Commercial Waste Availability Charge of \$174.00 per Assessment for Rateable Assessments categorised as Business – Gunning, Business – Taralga and Business – Crookwell, for the year 2018/2019.
34. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1) and 501, Council make a Rural Waste Annual Charge of \$191.40 per Rateable Assessment categorised as Farmland, Residential – Non Urban, and Residential, for properties that do not have a Domestic Waste Management Charge and do

not have a Domestic Waste Management Availability Charge for the year 2018/2019.

35. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496A, Council make a Stormwater Management Annual Charge for the towns of Taralga, Crookwell, Gunning and Collector of \$25.00 per Rateable Assessment categorised as Residential, for the year 2018/2019.
36. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496A, Council make a Stormwater Management Annual Charge for the towns of Taralga, Crookwell, Gunning, and Collector of \$50.00 per Rateable Assessment categorised as Business – Gunning, Business – Taralga, and Business – Crookwell, for the year 2018/2019.
37. Under the Local Government Act 1993, pursuant to Section 502, Council make a Water Supply User Pay Consumption Charge for the towns of Taralga, Crookwell, Gunning and Dalton. The charge Tariff 1 - \$2.95 per kilolitre consumed up to a maximum of 200 kilolitres and charge for Tariff 2 - \$3.91 per kilolitre consumed above 200 kilolitres, for the year 2018/2019.

BACKGROUND

In adopting the strategic plans Council give consideration to public submissions received from the community following the period of public exhibition.

Note: The Tablelands Regional Community Strategic Plan 2016-2036 has been adopted by Upper Lachlan Shire Council in accordance with Section 402, of the Local Government Act 1993, and came into effect on 1 July 2017.

REPORT

In accordance with NSW Government's Integrated Planning and Reporting requirements, provisions in Section 403 to 406, of the Local Government Act 1993, Council has prepared the 2018/2019 suite of strategic plans.

The following Plans have been prepared and were placed on public exhibition in accordance with the requirements of the Local Government Act 1993 (as amended):-

1. **Resource Strategy** in accordance with Section 403, of the Local Government Act 1993, contains the following:-
 - Long Term Financial Plan 2018-2027;
 - Infrastructure Plan 2018-2027; and
 - Workforce Plan 2018/2019 – 2021/2022.
2. **Delivery Program 2018/2019 – 2021/2022** (four year program and budget) – Section 404, of the Local Government Act 1993; and

3. **Operational Plan 2018/2019** (one year plan and budget contains the Fees and Charges and Revenue Policy) – Section 405, of the Local Government Act 1993.

The Integrated Plans were placed on public exhibition for a five week period. There were public notices in the Crookwell Gazette and Goulburn Post newspapers, media releases in The Voice, Gunning Lions Club and Taralga newsletters and were available at three Shire offices, two libraries and available on Council's website.

Community Outreach Meetings

Council facilitated Community Outreach Meetings and there were 68 people who participated at those meetings. Notes and questions from these meetings were minuted and operational matters handled directly by senior management.

Locality	Meeting Date	Meeting Venue	Attendance
Taralga	2 May 2018	Taralga Masonic Hall	13
Gunning	9 May 2018	Gunning Council Chambers	8
Crookwell	16 May 2018	Crookwell Council Chambers	13
Collector	23 May 2018	Collector Memorial Hall	34

Public Submissions

There is 3 public submissions received with respect to Council's integrated strategic plans and are attached to this report. Council has already considered 120 pre-plan budget submissions lodged prior to advertising the draft strategic plans at the Councillor Budget Workshop held on 19 March 2018.

A brief summary of the submissions are below:-

1. James McKay (Collector Community Association Inc.)

A further submission is made in relation to the development of a Collector Village Master Plan to outline a vision and set of priorities over the next 10 to 20 years. Seeking \$50,000 to be allocated in the 2018/2019 Operational Plan.

Council Response: For Council determination, noting Council budget workshop decided against allocating \$50,000 on the premise that work would be considered as part of the streetscape project.

2. Marshall Bass (Big Hill RFS Brigade Captain)

A submission is made in relation to a request for roadside maintenance for Brayton Road in Big Hill locality. No specified amount of funding is stated in the submission.

Council Response: Determination that there is no funding allocation for this local road. Further investigation by Council staff in relation to potential scope of works is necessary before allocating any future funding.

3. Katherine Johnson (Gunning Roos Rugby League Club President)

A submission is made with regards to the alleged poor state of the change rooms, toilet and shower amenities block at Gunning Showground.

Council Response: Determination that there is no funding allocation identified to upgrade the amenities block facilities. Further investigation by Council staff in relation to the potential scope of works is necessary and may be referred to the Council Section 355 Gunning Hall and Showground Committee for feedback. A toilet amenities project may be considered suitable for a grant application for funding with Council sourcing Section 94 funds to supplement with the grant funding.

Changes made to draft Operational Plan 2018/2019

There has been amendments made to the advertised draft strategic plans since the public exhibition period concluded on 24 May 2018. Changes included are as follows:-

Operating Income and Expenditure in 2018/2019

1. Insurance increased operating expenses by \$20,000;
2. Emergency Services contribution expenses reduced by \$21,500;
3. Salaries and wages operating expenses increased by \$59,800;
4. Works and Operations Department consultant for the realignment/restructure increase in operating expenses of \$70,000.

Capital Income and Expenditure in 2018/2019

1. Clifton Park, Crookwell, toilet block construction capital expense of \$95,000 (capital income from Crookwell Lions Club and Veolia Mulwaree Trust matches the expenditure);
2. Goodhew Park, Taralga revitalisation project including toilet block amenities capital expense of \$210,000 (capital grant funding of \$50,000, Council reserves and Section 94 funds match the expenditure);
3. Roads Black Spot Program \$124,423 on MR241 Rye Park Road (near Cooks Hill Road) (capital income from the Federal Government matches total expenditure).

2018/2019 Operational Plan Summary

The Operational Plan outlines the key performance indicators, principal activities and major capital works projects. An outline of the Revenue Policy is as follows:-

- General (Ordinary) Rates will increase by 2.30%, however the dollar value increases will vary within each individual rating category;
- Domestic Waste Management Annual Charge will increase by 2% or \$9 per service;
- Commercial Waste Annual Charge will increase by 2%, or \$11 per service;
- Rural Waste Annual Charge will increase by 2%, or \$4.40 per Assessment;

INTEGRATED PLANNING AND REPORTING - ADOPTION OF 2018/2019 COUNCIL PLANS cont'd

- Water usage (consumption) charge will increase by 2%, dollar value increases will vary for each individual service dependent upon water consumption;
- Water Supply Access Charge and Water Availability Charge will have a zero increase;
- Sewerage Best Practice Pricing Access Charges will have a zero increase; and
- Stormwater Annual Charges will have a zero increase.

POLICY IMPACT

Nil

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

The 2018/2019 Operational Plan projects a consolidated net operating result budget surplus, before capital grants and contributions, totalling \$209,610. There is a total consolidated cash flow deficit projected of \$3.4 million.

RECOMMENDATION That -

1. Council, in accordance with Sections 8A-8C and Sections 403-406, of the Local Government Act 1993 and requirements of the Local Government Amendment (Governance and Planning) Act 2016 resolve to adopt the following Strategic Plans:-
 1. Operational Plan 2018/2019;
 2. Delivery Program 2018/2019 – 2021/2022;
 3. Long Term Financial Plan 2018-2027;
 4. Infrastructure Plan 2018-2027; and
 5. Workforce Plan 2018/2019 – 2021/2022.
2. Council approves expenditure and votes money according to the integrated financial budget contained within Council's 2018/2019 Operational Plan.
3. Council make the Revenue Policy, including Fees and Charges, and operational and capital budget as outlined in the 2018/2019 Operational Plan. The net consolidated operating result is a budget surplus, before capital grants and contributions, totalling \$209,610.
4. Council in accordance with Section 506, of the Local Government Act 1993, and the Office of Local Government advice, and in accordance with the Independent Pricing and Regulatory Tribunal of NSW determination, hereby adopt a 2.30% permissible Ordinary (General) Rates Increase for 2018/2019.

5. Council in accordance with Section 566 (3), of the Local Government Act 1993, hereby resolves that the Interest Rate to apply for 2018/2019 to all overdue Rates and Charges be calculated at the maximum permissible Interest Rate of 7.50%, calculated on a daily basis, as determined by the Office of Local Government.
6. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0029912 for Farmland Rating Category inclusive of a Base Amount of \$370.00 per Assessment being 21% of the total amount payable for land categorised as Farmland, for the year 2018/2019.
7. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0036430 for the Residential Rating Category inclusive of a Base Amount of \$240.00 per Assessment being 42% of the total amount payable for land categorised as Residential, for the year 2018/2019.
8. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0032600 for the Residential – Non Urban Rating Category inclusive of a Base Amount of \$240.00 per Assessment being 35% of the total amount payable for land categorised as Residential – Non Urban, for the year 2018/2019.
9. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0095480 for the Business – Crookwell Rating Category inclusive of a Base Amount of \$240.00 per Assessment being 27% of the total amount payable for land categorised as Business - Crookwell, for the year 2018/2019.
10. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0065500 for the Business – Gunning Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 35% of the total amount payable for land categorised as Business – Gunning for the year 2018/2019.
11. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0065500 for the Business – Taralga Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 35% of the total amount payable for land categorised as Business – Taralga for the year 2018/2019.
12. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0269400 for the Business – General Rating Category inclusive of the Base Amount of \$240.00 per Assessment being 7% of the total amount payable for land categorised as Business – General for the year 2018/2019.
13. Under the Local Government Act 1993, pursuant to Sections 535, 537 and 543 (1), Council make a general ordinary rate Ad-Valorem of 0.0087000 for the Mining Rating Category inclusive of the Base Amount of \$240.00 per Assessment being

13% of the total amount payable for land categorised as Mining for the year 2018/2019.

14. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
15. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
16. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Dalton Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
17. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Water Supply Annual Charge subject to a Water Access Fee of \$426.00 and a Water Availability Charge of \$426.00, for the year 2018/2019.
18. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Access Charge of \$764.00 per Assessment categorised as Residential Occupied and an Access Charge of \$501.00 for Residential Unoccupied, for the year 2018/2019.
19. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Non-Residential and Business of \$764.00, a Sewerage Discharge Factor of 0.77 and a Usage Charge of \$2.95, for the year 2018/2019.
20. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Churches / Schools / Hospitals / Nursing Homes and Parks of \$764.00, a Sewerage Discharge Factor of 0.50 and a Usage Charge \$2.95, for the year 2018/2019.
21. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Gunning Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Commercial of \$764.00, a Sewerage Discharge Factor of 0.60 and a Usage Charge of \$2.95, for the year 2018/2019.
22. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Access Charge of \$764.00 per Assessment categorised as Residential Occupied and an Access Charge of \$501.00 for Residential Unoccupied, for the year 2018/2019.

23. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Commercial of \$764.00, a Sewerage Discharge Factor of 0.60 and a Usage Charge of \$2.95, for the year 2018/2019.
24. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Non-Residential and Business of \$764.00, a Sewerage Discharge Factor of 0.77 and a Usage Charge of \$2.95, for the year 2018/2019.
25. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), 501 and 552, Council make a Crookwell Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Churches / Schools / Hospitals / Nursing Homes and Parks of \$764.00, a Sewerage Discharge Factor of 0.50 and a Usage Charge of \$2.95, for the year 2018/2019.
26. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Access Charge of \$764.00 per Assessment categorised as Residential Occupied and an Access Charge of \$501.00 for Residential Unoccupied, for the year 2018/2019.
27. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Non-Residential and Business of \$764.00, a Sewerage Discharge Factor of 0.77 and a Usage Charge of \$2.95, for the year 2018/2019.
28. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Commercial of \$764.00, a Sewerage Discharge Factor of 0.60 and a Usage Charge of \$2.95, for the year 2018/2019.
29. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), 501 and 552, Council make a Taralga Sewerage Supply Best Practice Pricing Access Charge per Assessment categorised as Churches / Schools / Hospitals / Nursing Homes and Parks of \$764.00, a Sewerage Discharge Factor of 0.50 and a Usage Charge of \$2.95, for the year 2018/2019.
30. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496, Council make a shire wide Domestic Waste Management Service Charge of \$443.00 per service for the year 2018/2019.
31. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496, Council make a shire wide Domestic Waste Management Availability Charge of \$174.00 per Rateable Assessment. This annual charge is for each vacant property that is categorised as Residential and is in the pickup service area, for the year 2018/2019.

Finance and Administration

INTEGRATED PLANNING AND REPORTING - ADOPTION OF 2018/2019 COUNCIL PLANS cont'd

32. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 501, Council make a Commercial Waste Service Charge of \$525.00 per service for each rateable Assessment categorised as Business – Gunning, Business – Taralga and Business – Crookwell, for the year 2018/2019.
33. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1) and 501, Council make a Commercial Waste Availability Charge of \$174.00 per Assessment for Rateable Assessments categorised as Business – Gunning, Business – Taralga and Business – Crookwell, for the year 2018/2019.
34. Under the Local Government Act 1993, pursuant to Sections 535, 543 (1) and 501, Council make a Rural Waste Annual Charge of \$191.40 per Rateable Assessment categorised as Farmland, Residential – Non Urban, and Residential, for properties that do not have a Domestic Waste Management Charge and do not have a Domestic Waste Management Availability Charge for the year 2018/2019.
35. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496A, Council make a Stormwater Management Annual Charge for the towns of Taralga, Crookwell, Gunning and Collector of \$25.00 per Rateable Assessment categorised as Residential, for the year 2018/2019.
36. Under the Local Government Act 1993, pursuant to Sections, 535, 543 (1), and 496A, Council make a Stormwater Management Annual Charge for the towns of Taralga, Crookwell, Gunning, and Collector of \$50.00 per Rateable Assessment categorised as Business – Gunning, Business – Taralga, and Business – Crookwell, for the year 2018/2019.
37. Under the Local Government Act 1993, pursuant to Section 502, Council make a Water Supply User Pay Consumption Charge for the towns of Taralga, Crookwell, Gunning and Dalton. The charge Tariff 1 - \$2.95 per kilolitre consumed up to a maximum of 200 kilolitres and charge for Tariff 2 - \$3.91 per kilolitre consumed above 200 kilolitres, for the year 2018/2019.

ATTACHMENTS

1. ↓	Marshall Bass - 2018/2019 Council Budget Submission - Roadside maintenance funds to seal Brayton Road Big Hill	Attachment
2. ↓	Gunning Roos Rugby League Club - Complaint about Gunning Showground Facilities	Attachment
3. ↓	Collector Community Association - 2018-2019 Management Plan - Request for Council Funding Collector Village Master Plan	Attachment
4. ⇒	Operational Plan 2018/2019	Appendix
5. ⇒	Long Term Financial Plan 2018-2027	Appendix
6. ⇒	Workforce Plan 2018/2019 - 2021/2022	Appendix
7. ⇒	Delivery Program 2018/2019 - 2021/2022	Appendix
8. ⇒	Infrastructure Plan 2018-2027	Appendix

Marshall Bass

86 Greenwich Meadows Rd

Greenwich Park NSW 2580

JK Bell

General Manager

PO Box 42

Gunning NSW 2581

UPPER LACHLAN SHIRE COUNCIL
GUNNING OFFICE
21 MAY 2018
File No:

Dear Sir,

I write at this time to make submission for council's consideration for the 2018/2019 budget.

Specifically I would request council to prioritize allocated roadside maintenance funds for the sealed length of Brayton Rd Big Hill. I have previously sort assistance from council for this work and also corresponded with local member Pru Goward on my concerns. Basically there is an extremely high amount of fuel loading of fallen/trimmed timber that has accumulated over many years along this stretch of road. It is at a point now where by the effectiveness of this route as a containment line in the event of a bush fire would be questionable in parts. There is also the increased risk and reduced effectiveness of this route as access or egress in such an event. In the instance of a motor vehicle accident, the amount of debris on this roadside also substantially increases the risk to public safety, serious injury and property damage.

I have attached photos for your reference and would kindly ask this request, for priority funding within the budget proposal, be given due consideration.

Many Thanks and Kind Regards



Marshall Bass (Big Hill Rural Fire Brigade Captain)

Ph 0427254187

mjb.jrb@bigpond.com

16/5/18.

16/5/18



Traveling North.



This level of debris should in these 12 photos. It is
 being removed from the roadway before crossing to
 the top of Seale Rd - Brayton Rd Big Hill Upper Limestone.





20th May 2018

JK Bell

Upper Lachlan Shire Council

PO Box 42

Gunning NSW 2581

ATTENTION JOHN BELL

Unfortunately I was unable to attend the Out Reach Meeting in Gunning on the 9th May 2018 and was told I could make a submission to yourself either by mail or email.

My submission would relate to the Infrastructure Plan 2018-2027.

I feel some very serious thought and money needs to go into the Toilet, Shower, Change Room Block at the Gunning Showground.

These facilities are a disgrace to the Upper Lachlan Shire. As the President of the Gunning Roos Football Club and on behalf of other Sporting bodies that use the Showground I will state my case.

As a Club it is embarrassing for Gunning to expect visiting teams to use these facilities. I for one would not recommend for visitors to use these facilities but it is unavoidable. What a recommendation for Gunning and the Upper Lachlan Shire. We don't even have a disabled toilet (not all players or spectators are able-bodied).

I'm a proud Gunning Community Person who loves everything about our town and Community but I'm so embraced by these facilities. Can you imagine it's maybe 5 degrees in Gunning in the middle of Winter, it is cold, wet and muddy on the playing field and our opposition and our own players cannot even have a hot shower after the game. If they are lucky to get under the shower there is no privacy, not a curtain or door in the facilities.

As we are very much a family club, there are small children with their mum's and dad's, how embarrassing to say to the children out you go as people are showering in the change rooms in full view of everyone else. A lot of the Strappers are female and they need access to the players, do we say just shut your eyes. What a disgrace and embarrassment to the Club, the Town and the Upper Lachlan Shire Council, shame on you.

The Upper Lachlan Shire could be making money towards an upgrade of the facilities through the Caravans that frequent the Showgrounds. The Caravans are not policed by the Shire, some stay for over 2 weeks at a time. I actually made a point of asking some campers why they stay longer than the recommended 2 nights. I was told they can stay in Gunning at no cost and visit the whole Shire and the whole Canberra District. What they save on camping fees is their entry into all the attractions.

The campers can hook up to the power (easy just lift the corner of the power boxes and plug in). They hook their hoses to the Showground Taps and hey presto, they are able to operate their showers, toilets and washing machines for nothing (zilch payment) or of course they could slip over to the disgusting facilities that are open 24/7 and use the toilets and open showers, if they are game.

With the lighting way below par for training, you can only see a couple of metres in front of you. Crookwell have beautiful well-lit facilities, why them and not us?

The Shire could be making money from these travellers at the showground and at Barbour Park with well over 30 vans camping on some nights. My husband and myself are seasoned Caravanners ourselves and have travelled almost all of Australia and we too stay at Showgrounds and Camps

when travelling. The Shire could be making money from these travellers as does nearly every other Shire in Australia.

All that is needed is a person (the majority we have met have been Volunteers) to approach each camper, each night around 6 – 6.30pm and ask for a donation of say \$10.00 for their overnight stay. As travellers we were always happy to pay up to \$20.00 for the privilege of camping in a small town.

These moneys would go a long way towards upgrading the facilities at the Gunning Showground. Councillors need to go and take a look at these disgraceful facilities that are offered at the Showground and Council needs to stop slugging the locals that use the Showground and being more pro-active with upgrading the facilities and utilities at the grounds.

Yours sincerely

Katherine Johnson

President Gunning Roos Football Club

Wongalee

112 Lade Vale Road

Gunning NSW 2581

Susie Pearman

From: James McKay <james.mckay@govlawtech.com.au>
Sent: Sunday, 27 May 2018 3:30 PM
To: Brian McCormack; john_thesanctuary@bigpond.com;
roancummins@optusnet.com.au; pculhane.ulsc@live.com.au; Pam Kensit;
bucketob@hotmail.com; Richard Opie; John Searl; jmwheelwright@hotmail.com;
Upper Lachlan Shire Council
Subject: Re: Collector Village Master Plan

Dear Mayor, Deputy Mayor, Councillors and the General Manger (acting),

I write following up on my correspondence of 11 December 2017 urging Council to support the Collector Community Association's submission for Council to fund a Collector Village Master Plan in its 2018-19 Management Plan.

First, I wish to thank you all for your convening and attendance at the Council community outreach meeting at the Collector Memorial Hall last Wednesday evening. No doubt, the message you heard loud and clear from the Collector residents was one of frustration, borne of neglect.

The initiative proposed by the Collector Community Association in November last year represents a strategic opportunity for Council to reset that relationship with the residents and ratepayers of Collector and the Collector district.

As such, I strongly urge Council to reconsider its decision not to fund the proposal, and instead use it as the basis to inform investment decisions over the medium to longer term.

I look forward to hearing news of your reconsideration,

Many thanks in anticipation,

James McKay.

PS I will be forwarding this correspondence to the Hon Pru Goward, Member for Goulburn, along with a covering letter seeking her support for the initiative.

On 11 December 2017 at 08:53, James McKay <james.mckay@govlawtech.com.au> wrote:
Dear Mayor, Deputy Mayor, and Councillors,

On Wednesday 8th November, I attended a meeting of the Collector Community Association, (CCA), at which representatives of all community groups in Collector (see list below).

The meeting was focused on formulating a wish-list of priorities to submit to Council as part of Council's Management Plan process.

Many good ideas were circulated and discussed, but the attendees all universally agreed that the **number one priority** for Collector was the development of a Collector Village Master Plan to outline a vision and set of priorities over the next 10 or 20 years (see attached).

This is why I write - never in my 17 years of advocacy for the village of Collector have I ever witnessed such unified support from across the community for one idea.

The village desperately requires a strategic approach to take advantage and not be diminished by the opportunities and pressures that are increasingly being felt on the community.

I, along with a broad consensus of the Collector Community, would very much value all of your support as our local Government representatives to get behind this initiative and to back it with funding in the next Council Management Plan.

Many thanks in anticipation,

James McKay

PS - the list of Collector community groups at the meeting included the Collector CWA, Collector Pot Black Club, Collector SES, Collector Oval Committee, Collector Village Pumpkin Festival, Collector Memorial Hall Committee, Collector Red Cross, Collector Anglican Church Parish, Collector Bushranger Reserve Trust, Collector Wind Farm Community Consultative Committee

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Executive Director

Gov / Law / Tech

0415 510 034

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Finance and Administration - 21 June 2018

ITEM 12.2 **Review of the Section 355 Committee Policy**

FILE REFERENCE **I18/263**

AUTHOR **Director of Finance and Administration**

ISSUE

Providing details regarding a review of Council's Section 355 Committee Policy.

RECOMMENDATION That -

1. Council adopt the reviewed Section 355 Committee Policy.

BACKGROUND

Nil

REPORT

Providing details regarding a review of the Section 355 Committee Policy.

POLICY IMPACT

Review of an existing Council policy.

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council adopt the reviewed Section 355 Committee Policy.

ATTACHMENTS

1. 	Section 355 Committee Policy - Date Adopted 17 April 2014 - Resolution 101/14 - Review 2017	Attachment
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POLICY:-	
Policy Title:	Section 355 Committee Policy
File reference:	F13/618-04
Date Policy was adopted by Council initially:	25 August 2005
Resolution Number:	231/05
Other Review Dates:	16 October 2008, 16 June 2011 and 17 April 2014
Resolution Number:	304/08, 223/11 and 101/14
Current Policy adopted by Council:	21 June 2018
Resolution Number:	XXX/18
Next Policy Review Date:	2021

PROCEDURES/GUIDELINES:-	
Date procedure/guideline was developed:	N/A
Procedure/guideline reference number:	N/A

RESPONSIBILITY:-	
Draft Policy developed by:	General Manager
Committee/s (if any) consulted in the development of this policy:	N/A
Responsibility for implementation:	General Manager
Responsibility for review of Policy:	Director of Finance and Administration

OBJECTIVES

The *Local Government Act 1993* provides the legislative framework for each Council to operate within. Section 355 of the *Local Government Act 1993* states:-

Section 355 - How does a council exercise its functions?

A function of a council may, subject to this Chapter, be exercised:

- a) By the council by means of the councillors or employees, by its agents or contractors, by financial provision, by the provision of goods, equipment, services, amenities or facilities or by any other means, or
- b) By a committee of the council, or
- c) Partly or jointly by the council and another person or persons, or
- d) Jointly by the council and another council or councils (including by means of a joint organisation or a Voluntary Regional Organisation of Councils of which the councils concerned are members), or
- e) By a delegate of the council (which may, for example, be a joint organisation or a Voluntary Regional Organisation of Councils of which the council is a member).

Council values the input from all community members and would like to take this opportunity to thank the community members for their interest in the various current Section 355 Committees and assure them that their input and hard work are appreciated.

ESTABLISHMENT OF COMMITTEE

What is a Section 335 Committee?

A Section 355 Committee is a committee established under Section 355 of the *Local Government Act 1993*, to assist Council with the operation and maintenance of various Council facilities and services.

In accordance with Section 377, the *Local Government Act 1993*, Council has the ability to delegate some of its functions to a Committee of Council. Council uses this delegation and appoints community members to manage its facilities or functions through a Section 355 Advisory Committee.

Why does Council have Section 355 Committees?

Committees provide a mechanism by which interested persons can have an active role in the provision / management of Council facilities or services. This provides a two-fold benefit by giving protection to the Committee operating under the banner of Council, and by providing Council with assistance in the carrying out of its functions.

As the Committees are acting on behalf of Council, it is important to uphold the principles of equity, accessibility and inclusivity, providing for the whole community. The purpose of each Section 355 Committee is to advise Council on the views, needs and interests of particular communities in the Local Government Area (LGA).

Committee Membership

A Section 355 Committee membership should generally reflect community members with an interest in the committee area, demonstrated experience and expertise in the specific tasks assigned to each committee.

A Section 355 Committee shall generally consist of:-

- A number of community representatives as detailed in the Committee Constitution.
- Councillor representatives appointed by Council annually in September.

Committee Membership Criteria is as follows:-

- Be 18 years of age or above;
- Have established ties or interest in the Upper Lachlan Shire community;
- Be a resident and/or ratepayer of the Local Government Area; or if not a resident, be able to demonstrate an interest in the objectives of the Committee and ability to attend Committee Meetings to the satisfaction of Council;
- The person is committed to the activities of the Committee and a willingness to be actively involved in Committee issues.

Council must appoint new members before they are able to vote and take part in meetings of the Committee.

POLICY STATEMENT

Each Committee is to hold an Annual General Meeting, which is to be advertised in the local newspaper at least thirty days prior to the meeting. The meeting is to be held in a public place and is to be open to all members of the public.

The Minutes of the Annual General Meeting should be forwarded to the Council General Manager as soon as possible after the Annual General Meeting and should detail the office bearers and proposed changes for the forthcoming year.

The audited accounts for the year ending 30 June should be sent to the Director of Finance and Administration by 31 August each year.

The Committee each year prior to 30 June is to advise the Council's Director of Environment and Planning of the maintenance and capital requirements of the buildings under their control. These will be considered by Council for funding subject to budgetary constraints. The Property Protection Insurance policy for the buildings and contents owned by Council will be paid for by Council.

The Public Liability Insurance policy of \$20 million is provided by the Council and covers each Section 355 Committee of Council whilst carrying out their delegations / functions on behalf of Council. However, each individual Section 355 Committee should assess their individual need for additional building contents insurance and public liability insurance where deemed appropriate.

If the Committee does not respond to any of the above requirements, Council, at its discretion, will advertise for the formation of a new Committee of management.

In addition each Section 355 Committee is specifically required to:-

- Elect an Executive at each Annual General Meeting, consisting of a Chairperson, Secretary and Treasurer. The Mayor is to remain the ex-officio Chairperson of each committee.
- Committee meetings are to be held each quarter and the minutes are to be submitted to the Council for inclusion with the Council meeting agenda.
- Council is to be represented by one Councillor, who is to present the minutes of the Committee to the Council meeting.
- Should a member of the Committee not be in attendance for three consecutive meetings then the Council is to be informed. Council at its own discretion and in consultation with the Chairperson may declare that a casual vacancy exists and move to have that vacancy filled.
- Council retains the right to review the existence of the Committee and will formally resolve the issue at a meeting of the Council. Typically this meeting of Council is the one held in September in conjunction with the election of Mayor and Deputy Mayor.
- Council retains the right to review the membership of the Committee and will typically conduct this review at the meeting of Council held in September each year.

Where applicable, Section 355 Committees that are responsible for the care and maintenance of Council buildings will be required to comply with the appropriate Plan of Management for that facility.

It is clearly stated that a Section 355 Committee is a formal Committee of Council and as such, each Committee member should conduct themselves in an appropriate manner at all times. Council has an adopted Code of Conduct and would expect that each Committee member would be expected to respect the terms and conditions of that Code.

Section 355 Committees of Council are prohibited from becoming an incorporated body as stipulated within Council's insurance policies.

RELEVANT LEGISLATION AND COUNCIL POLICIES

The following legislation and Council policies that are relevant to this Policy include:

- Local Government Act 1993;
- Local Government (General) Regulation 2005;
- Local Government Amendment (Community Land Management) Act 1998;
- Crown Land Management Act 2016;
- Privacy and Personal Information Protection Act 1998;
- State Records Act 1998;
- Environmental Planning and Assessment (EPA) Act 1979;
- Public Interest Disclosures Act 1994;
- Independent Commission Against Corruption Act 1998;
- Anti Discrimination Act 1977;
- Government Information (Public Access) Act 2009;
- Work Health and Safety Act 2011;
- Code of Conduct Policy and Procedure;
- Code of Business Practice;
- Code of Meeting Practice Section 355 Committee;
- Work Health and Safety Policy;
- Records Management Policy;
- Payment of Expenses and Provision of Facilities Policy;
- Government Information (Public Access) Policy;
- Purchasing and Acquisition of Goods and Services Policy and Procedures;
- Complaints Management Policy;
- Harassment Policy;
- Fraud and Corruption Prevention Policy;
- Privacy Policy;
- Public Interest Disclosures Policy;
- Service Delivery Policy;
- Volunteers Policy;
- NSW Ombudsman - Good Conduct and Administrative Practice (Guidelines for State and Local Government) June 2006 and;
- ICAC publication "No Excuse for Misuse, preventing the misuse of council resources".
- Any other relevant legislation and guidelines as applicable.

VARIATION:

Council reserves the right to vary or revoke this policy.

Finance and Administration - 21 June 2018

ITEM 12.3 **Review of the Bank Overdraft Facility Policy**

FILE REFERENCE **I18/268**

AUTHOR **Director of Finance and Administration**

ISSUE

Review of Upper Lachlan Shire Council's Bank Overdraft Facility Policy.

RECOMMENDATION That -

1. Council adopts the reviewed Bank Overdraft Facility Policy.

BACKGROUND

Nil

REPORT

Providing details regarding the review of the Bank Overdraft Facility Policy.

POLICY IMPACT

Review of an existing Council policy.

OPTIONS

Nil


FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council adopts the reviewed Bank Overdraft Facility Policy.

ATTACHMENTS

1. 	Bank Overdraft Policy - Date Adopted 19 March 2015 - Resolution 55/15 - Review 2018	Attachment
--------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	------------

POLICY:-	
Policy Title:	Bank Overdraft Facility Policy
File Reference:	TRIM F10/943
Date Policy was adopted by Council initially:	17 September 2009
Resolution Number:	386/09
Other Review Dates:	16 August 2012 and 19 March 2015
Resolution Number:	278/12 and 55/15
Current Policy adopted by Council:	21 June 2018
Resolution Number:	XXX/18
Next Policy Review Date:	2021

PROCEDURES/GUIDELINES:-	
Date procedure/guideline was developed:	N/A
Procedure/guideline reference number:	N/A

RESPONSIBILITY:-	
Policy developed by:	Director of Finance and Administration
Committee/s (if any) consulted in the development of this Policy:	N/A
Responsibility for implementation:	Director of Finance and Administration
Responsibility for review of Policy:	Director of Finance and Administration

OBJECTIVES

An overdraft facility is a flexible line of credit providing access to funds to manage the day to day cash flow needs of the Upper Lachlan Shire Council. The overdraft facility is designed for business with short-term working capital requirements, to fund operational needs to an agreed amount.

The Bank Overdraft Facility Policy outlines the following objectives:-

1. The accountability, transparency and observance of the *Local Government Act 1993* and *Local Government Regulations*, together with other related statutory requirements and standards; and
2. Clear, concise and defined line of credit with a set monetary amount available from a financial institution to meet unforeseen short-term liquidity needs.

POLICY STATEMENT

Upper Lachlan Shire Council has an established bank overdraft facility for a maximum pre-agreed limit of \$300,000 available from Council's banking institution, the Commonwealth Bank of Australia.

The Finance and Administration Department is responsible for the prudent financial management for assessing the need for a bank overdraft facility and setting of a monetary limit requirement for the Upper Lachlan Shire Council.

APPROPRIATE USAGE

The bank overdraft facility may be utilised during the course of the financial year only as a cash management tool to smooth out seasonal or temporary fluctuations in cash flows.

This facility is a form of borrowing that is a high cost alternative relative to other forms of funding. The bank overdraft facility shall be limited to minimal use under delegation by the General Manager, Director of Finance and Administration and Manager of Finance and Administration.

It is not appropriate for overdraft facilities to be used for medium or long term financing purposes (for example, to purchase assets) and is not to be used as an alternative to borrowing.

RELEVANT LEGISLATION AND COUNCIL POLICIES

The following legislation and Council policies that are relevant to this Policy include:-

- Local Government Act 1993;
- Local Government (General) Regulation 2005;
- Local Government (State) Award 2017;
- Independent Commission against Corruption Act 1988;
- Fair Work Act 2009;
- Government Information (Public Access) Act 2009;
- Privacy and Personal Information Protection Act 1998;
- NSW State Records Act 1998;
- Council's Code of Conduct;
- Council Internal Control and Procedures Manual;
- Council's instrument of delegations from the General Manager to Council staff;
- Council's Code of Business Practice;
- Council's Records Management Policy;
- Council's Government Information (Public Access) Policy;
- Council's Privacy and Personal Information Management Plan;
- Council's Complaints Management Policy;
- Council's Service Delivery Policy;
- Council's Fraud and Corruption Prevention Policy;
- Council's Purchasing and Acquisition of Goods Policy and Procedures;
- Council's Investment Policy;
- Council's Borrowings / Loans Policy; and
- Council's Corporate Credit Card Policy.

VARIATION

Council reserves the right to vary or revoke this policy.

Finance and Administration - 21 June 2018

ITEM 12.4 **Review of the Cash Handling Policy**

FILE REFERENCE I18/269

AUTHOR **Director of Finance and Administration**

ISSUE

Review of Upper Lachlan Shire Council's Cash Handling Policy.

RECOMMENDATION That -

1. Council adopts the reviewed Cash Handling Policy.

BACKGROUND

Nil

REPORT

Providing details regarding a review of the Cash Handling Policy.

POLICY IMPACT

Review of an existing Council policy.

OPTIONS

Nil


FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council adopts the reviewed Cash Handling Policy.

ATTACHMENTS

1. 	Cash Handling Policy - Date Adopted 19 March 2015 - Resolution 186/12 - Review 2018	Attachment
--------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	------------

POLICY:-	
Policy Title:	Cash Handling Policy
File reference:	TRIM F10/618-05
Date Policy was adopted by Council initially:	24 March 2005
Resolution Number:	67/05
Other Review Dates:	20 August 2009, 21 June 2012 and 19 March 2015
Resolution Number:	329/09, 186/12 and 56/15
Current Policy adopted by Council:	21 June 2018
Resolution Number:	XXX/18
Next Policy Review Date:	2021

PROCEDURES/GUIDELINES:-	
Date procedure/guideline was developed:	N/A
Procedure/guideline reference number:	N/A

RESPONSIBILITY:-	
Draft Policy developed by:	Director of Finance and Administration
Committee/s (if any) consulted in the development of this Policy:	N/A
Responsibility for implementation:	Director of Finance and Administration
Responsibility for review of Policy:	Director of Finance and Administration

OBJECTIVE

The aim of this policy is to define the responsibilities of Council staff and **outline** the procedures applicable for the safe and secure handling of cash and cash equivalent transactions.

RECORD KEEPING AND RISK MINIMISATION

Council will ensure record keeping and risk minimisation measures are utilised as follows:-

- Implementation of procedures for tracking, receipting, securing, transferring and banking cash.
- Identifying whether each transaction was for cash or other means of payment.
- Issuing and recording receipts for all payments received, which include date and time of payment and payment amount.
- Limiting the number of employees able to handle cash to minimise risk for misappropriation of funds.
- Using secure cash storage facilities and security systems.
- Implementation of internal control systems to minimise the risk of fraud.
- Before undertaking any new cash handling operation authorisation to collect money must be approved by the General Manager.
- Utilisation of electronic forms of payment by Council, such as MOTO, BPAY, Credit Cards etc will diminish the number of cash transactions and quantity of cash held on-site and hence lowers the potential risk of fraud.

FRAUD AND CORRUPTION RISKS

A risk assessment of cash handling is designed to identify and address fraud and corruption risks, these include:-

- An employee failing to record purchases properly in order to misappropriate cash.
- An employee misappropriating cash whilst in transit to the bank to deposit funds.
- An employee accepting or soliciting money or a benefit.
- An employee being bullied or threatened to misappropriate cash or avoid proper payment for a good/service by a third party.
- An employee artificially inflating the value of a good/service to misappropriate cash.

PROCEDURES

1. Individual cash floats are to be operated at the Crookwell, Taralga, and Gunning offices customer service areas. A cash float is the responsibility of the individual Customer Service Officer to maintain and balance. There are to be separate cash drawers and floats for each individual cashier to establish accountability for monies.
2. At the end of each day the Customer Service Officers are to count their respective daily takings and balance to the computer printouts / records (which are to be signed by each Customer Service Officer) and then counter signed, checked and verified by the relevant delegated officer of Council. This process includes ensuring that respective floats are maintained. Reference is to be made to Council's Daily Closure Procedures documentation as outlined in the Internal Control and Procedures Manual.
3. On completion of individual balancing the cash takings are to be combined and prepared for banking each working day. The Officer carrying out the daily takings must, where practical, be independent of the Customer Service staff. Should there be a discrepancy with the daily balancing the matter is to be investigated and if unresolved reported to the Manager of Finance and Administration for further investigation and remedial action if necessary.
4. Floats and banking monies are then to be deposited in a security safe (in separate bags). Each Customer Service Officer will have access to their own individual lockable compartment within the security safe where they will secure their own cash float and any other floats under their care (for petty cash, waste disposal centres, swimming pools, etc.). There is access to a separate lockable compartment within the security safe where they will secure the combined daily banking. The security safe will be either combination or key type and the setting of the combination or the issue of keys will be the responsibility of the Manager of Finance and Administration or the Director of Finance and Administration. Master keys allowing access to all safe compartments will be held by the Manager of Finance and Administration or the Director of Finance and Administration.
5. On the next working day the cash floats required will be removed from the security safe by the individual Customer Service Officers. Immediately prior to being delivered to the bank, the daily banking is to be removed from the security safe by the Finance Officer or a delegate given access to the same by the Manager of Finance and Administration. The daily banking must immediately be counted and the correct amount verified by the Officer responsible for transporting it to the bank. Any discrepancy must be reported to the Manager of Finance and Administration. The Officer carrying out the daily banking must, where practical, be independent of the Customer Service staff.
6. All instances of suspected theft / break-ins are to be reported to the General Manager and Director of Finance and Administration immediately.
7. The level of cash maintained at Council's offices is to be kept to a minimum, that is, the opportunity should be taken during days of "higher" takings to transfer amounts to the bank. This should be done at irregular intervals and with due regard to security and safety.
 -
8. Training refreshers to all relevant employees will be provided by Council to ensure they are aware of their responsibilities.

Note: this procedure is to include any verification of information as required.

RELEVANT LEGISLATION AND COUNCIL POLICY AND PROCEDURES

The following Legislation and Council Policies and documents that are relevant to this Policy include:-

- Local Government Act 1993;
- Local Government (General) Regulation 2005;
- Independent Commission against Corruption Act 1988;
- Work Health and Safety Act 2011 and Regulations;
- Anti Discrimination Act 1977;
- Local Government (State) Award 2017;
- Fair Work Act 2009;
- Equal Employment Opportunity Act 1987;
- Government Information (Public Access) Act 2009;
- Privacy and Personal Information Protection Act 1998;
- Environmental Planning and Assessment Act 1979;
- Crimes Act 1900;
- NSW State Records Act 1998;
- NSW Ombudsman Act 1974;
- Council Code of Conduct for Councillors, staff and delegates of Council;
- Council Code of Business Practice;
- Council Government Information (Public Access) Policy;
- Council Records Management Policy;
- Council Privacy and Personal Information Management Plan;
- Council Digital Information Security Policy;
- Council Internal Control and Procedures Manual;
- Council Bribes, Gifts and Benefits Policy;
- Council Complaints Management Policy;
- Council Service Delivery Policy;
- Council Fraud and Corruption Prevention Policy;
- Council Public Access Policy; and
- Council Disciplinary Policy.

VARIATION

Council reserves the right to vary or revoke this policy.

Finance and Administration - 21 June 2018

ITEM 12.5 **Review of the Subsidised Use of Public Halls Policy**

FILE REFERENCE **I18/270**

AUTHOR **Director of Finance and Administration**

ISSUE

Review of Council's Subsidised Use of Public Halls Policy.

RECOMMENDATION That -

1. Council adopts the reviewed Subsidised Use of Public Halls Policy.

BACKGROUND

Nil

REPORT

Providing details with regards to the review of Council's Subsidised Use of Public Halls Policy.

POLICY IMPACT

Review of an existing Council policy.

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council adopts the reviewed Subsidised Use of Public Halls Policy.

ATTACHMENTS

1. Download	Subsidised use of Public Halls Policy - Date Adopted 2015 - Resolution XX/15 - Review 2018	Attachment
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POLICY:-	
Policy Title:	Subsidised Use of Public Halls Policy
File Reference:	F10/618-05
Date Policy was adopted by Council initially:	25 May 2006
Resolution Number:	122/06
Other Review Dates:	20 September 2012 and 16 July 2015
Resolution Number:	308/12 and 185/15
Current Policy adopted by Council:	21 June 2018
Resolution Number:	XXX/18
Next Policy Review Date:	2021

PROCEDURES/GUIDELINES:-	
Date procedure/guideline was developed:	
Procedure/guideline reference number:	

RESPONSIBILITY:-	
Draft Policy developed by:	Director of Finance and Administration
Committee/s (if any) consulted in the development of this Policy:	N/A
Responsibility for implementation:	Director of Finance and Administration
Responsibility for review of Policy:	Director of Finance and Administration

OBJECTIVE

To provide a means by which community, charity and cultural organisations and groups conducting events and activities within the Upper Lachlan Shire Council area may seek Council assistance, through the waiving of fees for the use of Council buildings and facilities, outside of the normal timeframe for the management of Council's annual Section 356 Contributions/Donations Program.

ELIGIBILITY

Eligibility will be limited to small community based organisations operating for the direct benefit of the local community. Eligibility will not extend to major fund raising bodies, with a parent body located outside the Council area.

Organisations and groups must be not-for-profit and be based within the Upper Lachlan Shire Council local government area.

POLICY

1. Waiving of fees will apply to fees charged by Upper Lachlan Shire Council and/or the Hall Management Committees for the use of the public hall and other venues that are owned, and/or controlled, and operated facilities by Upper Lachlan Shire Council and/or a Section 355 Committee of Council.
2. Waiving of fees may not apply to requests from individuals or businesses.
3. It is recommended that all requests for the waiving of fees should be lodged on the appropriate application form at least one month prior to the date of the event taking place.
4. Community groups and other organisations may not apply more than once per financial year for fees to be waived, with the minimum amount of reimbursement each financial year being the equivalent of the nominal hall hire fee as per Council's adopted Operational Plan Fees and Charges Schedule.
5. In assessing applications for waiver of fees, consideration will be given to the following:-
 - Financial need for the subsidy and relationship to the viability of the event;
 - Contribution to the community and whether the work is in the public interest; and
 - Demonstration that no alternative funding sources are available.
6. Where an application requests assistance to support an activity wherein the proceeds will go to a charity, acknowledgment by the named charity shall be included in the application form.
7. All subsidies are made on a one-off basis with no guarantees for on-going Council financial assistance in future years.

8. If approval is granted applicants must acknowledge Council's support in publicity for the event.
9. All applications are subject to payment of a Security Deposit/Bond, as set by Upper Lachlan Shire Council's Operational Plan Fees and Charges, 30 days prior to the function. This payment is insurance against damage to the hall and/or its facilities.
10. The General Manager of Upper Lachlan Shire Council will have the delegated authority to approve the waiving of fees, as and when applications are received.
11. Approvals given by the General Manager for waiving of hire fees will be reported at the end of the financial year in Council's Annual Report.

Upper Lachlan Shire Council is committed to both the development of the community and sound financial management. Due to the nature of the usage of the hall facilities it is not feasible to be cost neutral at this stage. Council also recognises that it has responsibilities under the National Competition Policy to ensure local competitors, such as hotels and clubs are not disadvantaged by Council's provision of a similar service at a reduced fee.

Upper Lachlan Shire Council greatly values the contribution of the fundraising, social and community groups and organisations the contribution and role they play in the Shire community.

RELEVANT LEGISLATION

The following Legislation effects the operation of this Policy:-

Local Government Act 1993;
Local Government (General) Regulation 2005;
Environmental Planning and Assessment Act 1979;
Independent Commission against Corruption Act 1988;
A New Tax System (Goods and Services Tax) Act 1999;
NSW State Records Act 1988;
Government Information (Public Access) Act 2009; and
Privacy and Personal Information Protection Act 1998.

RELATED COUNCIL POLICY AND PROCEDURES

The following Council policies and documents that are relevant to this Policy include:-

Code of Conduct for Councillors, staff and delegates of Council;
Operational Plan;
Delivery Program;
Tablelands Regional Community Strategic Plan 2016-2036;
Social and Community Plan;
Cultural Plan;
Internal Controls and Procedures Manual;
Plan of Management Crookwell Memorial Hall;

Plan of Management Community Halls and Buildings;
Purchasing and Acquisition of Goods Policy and Procedures;
Delegations of Authority Procedure;
Code of Business Practice;
Service Delivery Policy;
Cash Handling Policy;
Records Management Policy;
Bribes, Gifts and Benefits Policy;
Complaints Management Policy; and
Fraud and Corruption Prevention Policy.

VARATION

Council reserves the right to vary or revoke this policy.

UPPER LACHLAN SHIRE COUNCIL APPLICATION FOR SUBSIDISED USE OF COUNCIL VENUES

Subsidy applications for use of the public hall facilities must be lodged at least 30 days before the commencement of the event.

Please indicate which venue you are using:

☐ Public Hall ☐ Public Hall Facilities ☐ Other (e.g. Art Gallery, Museum)

1. PUBLIC MEETING / PROJECT INFORMATION

Title:
Date/s to be held:
Brief description:
.....
Name of Organisation:
Contact Person:
Telephone: (Business)..... (Private/Mobile).....
Address:
.....

2. CRITERIA

Is your organisation –
Non – profit?..... YES/NO
Registered for GST? YES/NO
(If yes, reciprocal tax invoices will need to be exchanged for the value of the subsidy).
Set up to service the residents of the Upper Lachlan Shire Local Government Area?...YES/NO

3. GUIDELINES

Is your application –
being submitted 30 days before the event?..... YES/NO
The only one from your organisation for venue subsidy this financial year?..
YES/NO
Able to show how you contribute to the community/public interest?.....
YES/NO
If so, how?.....
.....
Nominating that you are helping a charity?..... YES/NO
If yes, who are they?.....
Do they support/acknowledge your assistance (attach letter)?..... YES/NO
Do you anticipate raising more money than the subsidy amount?.....
YES/NO

4. FINANCIAL SUPPORT (Established groups – attach an audited financial statement/balance sheet)

Does your organisation need financial support?.....
YES/NO
Why?.....
.....

Has your organisation had previous ULSC financial support for this event?

YES/NO

If so, how did you acknowledge this (attach evidence)?.....

5. VENUE

Why did you choose this venue (e.g. was it to meet a specific need)?.....

.....

You MUST attach an event sheet (proof of booking) from the venue, have you?

YES/NO

6. CHECK LIST – Please ensure you have attached the following information if these are relevant.

- ☐ Event Sheet (proof of booking)
- ☐ Letter of support from charity (if applicable)

.....

DO NOT DETACH – PLEASE COMPLETE THIS SECTION

This will be returned as acknowledgment of your application.

Please print your name and address clearly in the box below:-

Name: _____

Address: _____

Suburb: _____

13 GENERAL MANAGER

The following items are submitted for consideration -

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13.2	Rebate for Undetected Water Leak - Crookwell Catholic Church	396
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13.5	Pre Meeting Briefing Sessions (Workshop or Briefing)	409
13.6	WHS Committee Minutes	414

General Manager - 21 June 2018

ITEM 13.1 **Rebate for Undetected Water Leak - Sunset Lodge**

FILE REFERENCE **I18/284**

AUTHOR **Acting General Manager**

ISSUE

A request for a rebate on water usage charges.

RECOMMENDATION That -

1. Council approve a write off of \$3,000 in water usage charges on account number 4843 being Sunset Lodge aged accommodation.

BACKGROUND

A request has been received from Crookwell Taralga Aged Care Ltd. for Council to consider a rebate of water consumption charges for an undetected water leak above the \$400.00 stipulated in Council's Rebate for Undetected Water Leaks Policy.

REPORT

The 6 monthly September 2017 water meter reading on account number 4843 being property owned by Crookwell Taralga Aged Care Ltd. known as Sunset Lodge in Bunnaby Street, Taralga, occupied by aged accommodation, had a consumption reading of 2,148 kilolitres resulting in a water bill of \$7,921.37. The property owners investigated and water leaks were located and repaired. The water leak was not incurred as a result of any fault in Council's water meter or connection. A rebate has been requested under Council's Undetected Water Leaks Policy for an amount over the policy maximum of \$400.00. The owner is asking the account be reviewed and reduced but an amount has not been nominated by the owner. The average 6 monthly water bill is approximately \$3,642.00

As the applicant is a not for profit community organisation and due the significant water account of \$7,921.37 it is considered that a rebate of \$3,000.00 is reasonable, being consistent with similar requests.

POLICY IMPACT

Nil.

OPTIONS

1. Council approve a write off of \$3,000 in water usage charges.
2. Council approve a write off of a different amount in water usage charges.
3. No rebate on water charges be approved.

General Manager

REBATE FOR UNDETECTED WATER LEAK - SUNSET LODGE cont'd

FINANCIAL IMPACT OF RECOMMENDATIONS

A reduction of \$3,000.00 in water usage charges income.

RECOMMENDATION That -

1. Council approve a write off of \$3,000 in water usage charges on account number 4843 being Sunset Lodge aged accommodation.

ATTACHMENTS

Nil

General Manager - 21 June 2018

ITEM 13.2 **Rebate for Undetected Water Leak - Crookwell Catholic Church**

FILE REFERENCE **I18/283**

AUTHOR **Acting General Manager**

ISSUE

A request for a rebate on water usage charges.

RECOMMENDATION That -

1. Council approve a write off of \$3,000 in water usage charges on account number 1615 being the Crookwell Catholic Church.

BACKGROUND

A request has been received from the Crookwell Catholic Church for Council to consider a rebate of water consumption charges for an undetected water leak above the \$400.00 stipulated in Council's Rebate for Undetected Water Leaks Policy.

REPORT

The 6 monthly September 2016 water meter reading on account number 1615 being the Crookwell Catholic Church property known as St Mary's Church in Wade Street, Crookwell, occupied by the church and presbytery, had a consumption reading of 510 kilolitres resulting in a water bill of \$1,679.44. The property owners investigated the properties internal pipes and taps and water leaks were located and repaired. The water leak was not incurred as a result of any fault in Council's water meter or connection. A rebate was requested under Council's Undetected Water Leaks Policy and a rebate of \$1,139.26 was granted under the General Manager's delegation leaving the previous years average 6 monthly water bill of \$540.18 which was paid.

At the following 6 monthly March 2017 water meter reading the Crookwell Catholic Church property had a consumption reading of 1,727 kilolitres resulting in a water bill of \$6,444.26. This was the result of water leaking in the intervening period between the September 2016 reading and the property owner becoming aware of the problem and effecting repairs. The account was paid in full by the church regional diocese office. Due to the amount of the water bill, Council contacted the diocese office to ensure the water leak had been repaired and advising that a rebate for water charges as result of an undetected water leak could be considered if written application was made. No response was received so the matter was not pursued. Sometime later the local parish congregation wrote to Council requesting that Council consider a rebate. The Manager of Finance and Administration contacted the church representative and in discussions it was requested that Council consider a further rebate over the policy maximum of \$400.00 however an exact amount was not nominated by the church.

General Manager

REBATE FOR UNDETECTED WATER LEAK - CROOKWELL CATHOLIC CHURCH
cont'd

As the applicant is a charitable community organisation and due the significant water account of \$6,444.26 which Council has been advised will be borne by the local congregation it is considered that a rebate of \$3,000.00, being approximately 50% of the account in excess of normal usage is reasonable.

POLICY IMPACT

Nil.

OPTIONS

1. Council approve a write off of \$3,000 in water usage charges.
2. Council approve a write off of a different amount in water usage charges.
3. No rebate on water usage charges be approved.

FINANCIAL IMPACT OF RECOMMENDATIONS

A reduction of \$3,000.00 in water usage charges income.

RECOMMENDATION That -

1. Council approve a write off of \$3,000 in water usage charges on account number 1615 being the Crookwell Catholic Church.

ATTACHMENTS

Nil

General Manager - 21 June 2018

ITEM 13.3 **Sister City Relationship - Bozhou Municipal Government**

FILE REFERENCE **I18/256**

AUTHOR **General Manager**

ISSUE

Possibility of a sister city relationship being established with Bozhou, China

RECOMMENDATION That -

1. Upper Lachlan Shire Council endorse a sister city relationship with the Bozhou Municipal Government in China and invites delegates from the Bozhou Municipal Government to visit the Upper Lachlan Shire Council.

BACKGROUND

In April 2018 the General Manager travelled to China as part of the Regional Development Australia Southern Inland delegation tasked with identifying economic opportunities and connecting with international trade partners and potential investors.

REPORT

A meeting was held in Beijing with Mr Zhang Xiu Zhong, Vice Secretary of the Bozhou Municipal government who invited the RDASI delegation to attend the International Traditional Chinese Medicine Expo from 1 May 2018 to 10 May 2018. Unfortunately the time frames could not be met.

Traditional Chinese Medicine - Bozhou's farmers grow over 500 different variations of Chinese medical herbs on a cultivation area of over 1 million mu (about 165,000 acres).

The Bozhou delegation highlighted their immediate future plans to establish the biggest herb city in the world in Anhui Province, China.

Mr Zhang Xiu Zhong also noted that Bozhou has almost 100 Traditional Chinese Medicine related industries employing around 1 million of their working population and has the largest Traditional Chinese Medicine trading market in China with an annual turnover of RMB 20 billion (about \$4.25 billion Aus).

Discussions around the table at the meeting indicated that the Bozhou Municipal Government would be very interested in coming to the Upper Lachlan Shire Council local government area with a view to possible beneficial discussions around possible foreign exchange, noting that Bozhou have already created friendly relationships with 12 cities in 11 countries around the world Yeongju in South Korea, Shimanto and Kutango in Japan, Witzenberg in South Africa, Hepburn Shire in Australia and Svendborg in Denmark (with 7 sister-city relationships already established).

General Manager

SISTER CITY RELATIONSHIP - BOZHOU MUNICIPAL GOVERNMENT cont'd

Regional Development Australia Southern Inland (RDASI) have accepted a further invitation from the Bozhou Municipal Government to visit from 10 June to 13 June 2018. The General Manager will once again be part of the RDASI delegation.

Council have previously indicated a positive desire in establishing a sister city relationship, particularly with an area that has a significant agricultural focus i.e. Bozhou.

POLICY IMPACT

Nil

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Upper Lachlan Shire Council endorse a sister city relationship with the Bozhou Municipal Government in China and invites delegates from the Bozhou Municipal Government to visit the Upper Lachlan Shire Council.

ATTACHMENTS

Nil

General Manager - 21 June 2018

ITEM 13.4 **Memorandum of Understanding for Collaboration between Upper Lachlan Shire, Goulburn Mulwaree and Yass Valley Councils**

FILE REFERENCE **I18/250**

AUTHOR **Acting General Manager**

ISSUE

In the interests of achieving improved outcomes, efficiencies and cost savings it is proposed for Upper Lachlan Shire Council to enter into a memorandum of understanding for collaboration with neighbouring Council's Goulburn Mulwaree and Yass Valley.

RECOMMENDATION That –

1. Upper Lachlan Shire Council indicate its endorsement of the Memorandum of Understanding between Upper Lachlan Shire Council, Goulburn Mulwaree Council and Yass Valley Council for Collaboration by authorising the signing of the attached document.

BACKGROUND

Attached is a copy of the proposed Memorandum of Understanding between Upper Lachlan Shire Council, Goulburn Mulwaree Council and Yass Valley Council for Collaboration.

This has been developed over the last few years and the Senior Executive Team has reviewed the final draft document.

REPORT

1. Introduction

Upper Lachlan Shire, Yass Valley and Goulburn Mulwaree Councils are the only Tablelands Council in our region that have not been subject to recent Council mergers and given the stability of these organisations it was considered appropriate to discuss opportunities for collaboration. Recognising that 'efficiencies' and 'scale and capacity' were significant topics of the discussion in the Fit for the Future program, in pursuit of these objectives Upper Lachlan Shire, Yass Valley and Goulburn Mulwaree Councils agreed in October 2016 to develop a combined Community Strategic Plan. This process was very successful and Upper Lachlan Shire Council adopted what became known as the Tablelands Regional Community Strategic Plan 2016-2036 (CSP) in February 2017. Each Council developed its own individual Delivery Program and Operational Plans that link to the CSP.

General Manager

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN
UPPER LACHLAN SHIRE, GOULBURN MULWAREE AND YASS VALLEY
COUNCILS cont'd**

In seeking further opportunities for collaboration between Councils, staff from Upper Lachlan Shire, Goulburn Mulwaree and Yass Valley Councils held the view that it would be in the interests of all parties that a framework document be prepared to provide the basis for any future collaborative and/or resource sharing arrangements between Councils.

The proposed memorandum of understanding (refer Attachment 1) is the culmination of discussion between staff of the three Councils and with the intent of the document being summarised by the 'key elements' definition, statement of commitment and the objectives and it is intended that each Council consider the MOU and endorse the document for signature.

2. Key Elements of the MOU

2.1.1 Definition

Collaboration – for the purpose of this MoU shall include the entire gambit of collaboration possibilities that could include sharing information, staff, equipment, assets or the provision of a service to one Council by other Council, a third party delivering the service across two or more Councils or even a company established by Councils to deliver specific services.

2.1.2 Statement of Commitment

- The Partners, in executing this MoU, hereby acknowledge their willingness to co-operate, collaborate and work together to achieve the objectives set out hereunder and achieve effective and efficient outcomes for their communities.
- The Partners are committed and have agreed to work together to collaborate and investigate opportunities to establish shared services that will deliver cost efficiencies across all three Councils.
- The Councils are committed to collaboration and provision of shared service where it is advantageous to all parties, however it is recognized that the retention of the three Councils as separate entities with separate governance and management structures is paramount. Each of the partners shall have an absolute right to local democracy and determination, but acknowledge that for this MoU to achieve successful outcomes it will be necessary to work towards commonality and alignment of policies, procedures and practices.

2.1.3 Objectives

- Provide for increased service capacity
- Achieve better value for monies spent
- Drive best practice improvements
- Address the skills shortage of specialist staff
- Increase utilisation of plant and technology to achieve savings and economies of scale
- Enhance critical mass for service delivery
- Promotion of the strategic alliance through the local media and internally within each partner Council

General Manager

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN
UPPER LACHLAN SHIRE, GOULBURN MULWAREE AND YASS VALLEY
COUNCILS cont'd**

POLICY IMPACT

The MoU will become the framework policy under which any collaborative arrangement would be negotiated and implemented.

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

It is anticipated that any collaborative arrangement will contribute directly to cost savings at each Council or provide the ability to undertake tasks and projects that would otherwise have been difficult to achieve in isolation.

RECOMMENDATION That –

1. Upper Lachlan Shire Council indicate its endorsement of the Memorandum of Understanding between Upper Lachlan Shire Council, Goulburn Mulwaree Council and Yass Valley Council for Collaboration by authorising the signing of the attached document.

ATTACHMENTS

1. ↓	Memorandum of Understanding for Collaboration between Upper Lachlan, Yass Valley and Goulburn Mulwaree Councils - May 2018	Attachment
----------------------	----------------------------------------------------------------------------------------------------------------------------	------------



Memorandum of Understanding

Between

Goulburn Mulwaree Council,

Upper Lachlan Shire Council

and

Yass Valley Council

For

Collaboration

1. Partners

- 1.1 This Memorandum of Understanding (MOU) is made between the Goulburn Mulwaree, Upper Lachlan and Yass Valley Councils (the partners) with the aim of providing an agreed framework for collaboration and where applicable the provision of shared services across all three Councils.

2. Definition

Collaboration – for the purpose of this MoU shall include the entire gambit of collaboration possibilities that could include sharing information, staff, equipment, assets or the provision of a service to one Council by other Council, a third party delivering the service across two or more Councils or even a company established by Councils to deliver specific services.

3. Statement of Commitment

- 3.1 The Partners, in executing this MOU, hereby acknowledge their willingness to co-operate, collaborate and work together to achieve the objectives set out hereunder and achieve effective and efficient outcomes for their communities.
- 3.2 The Partners are committed and have agreed to work together to collaborate and investigate opportunities for establish shared services that will deliver cost efficiencies across all three Councils.
- 3.3 The Councils are committed to collaboration and provision of shared service where it is advantageous to all parties, however it is recognized that the retention of the three Councils as separate entities with separate governance and management structures is paramount. Each of the partners shall have an absolute right to local democracy and determination, but acknowledge that for this MOU to achieve successful outcomes it will be necessary to work towards commonality and alignment of policies, procedures and practices.

4. Objectives

- 4.1 The objectives of this MOU are to:
- a. Provide for increased service capacity
 - b. Achieve better value for monies spent
 - c. Drive best practice improvements
 - d. Address the skills shortage of specialist staff
 - e. Increase utilisation of plant and technology to achieve savings and economies of scale
 - f. Enhance critical mass for service delivery
 - g. Promotion of the strategic alliance through the local media and internally within each partner Council

5. Dealing with Inclusion/Exclusion of Schedules

- 5.1 Inclusion or exclusion of schedules will be by way of agreement and can be either:
- a. Applicable to all partners, or
 - b. Apply to a specific number of partners only
- 5.2 In the case of strategic or policy matters the agreement shall be via a specific Council resolution by each of the affected Councils.
- 5.3 In the case of operational matters the agreement shall be via a witnessed signature of the relevant General Managers.
- 5.4 A Council not affected by the inclusion or exclusion of an issue shall not be able to influence the outcome of any decision on a Schedule not directly affecting them.

6. Inclusion of Additional Partners

- 6.1 This MOU provides for the admission of additional Council partners to the three founding Councils. Application for inclusion by any other Council shall be made in writing following a specific resolution by that Council at an open Council Meeting.
- 6.2 The application for additional partners can only be approved upon the express agreement of all the existing partners through a resolution passed at each of their individual Council meetings.

7. Resignation of Partners

- 7.1 No partner to this MOU may resign within the longest time frame specified in any of the included Schedules to which that partner is a party.
- 7.2 In addition, any partner shall be entitled to withdraw from the MOU on 30 June of any calendar year provided a minimum of 12 months' notice in writing has been given.
- 7.3 Notwithstanding, clauses 6.1 and 6.2, a Council may withdraw from the commitment to a 'Schedule' or the entire MoU if all parties that are affected by the relevant document are in agreement.

8. Document Amendments

- 8.1 The MoU shall only be amended by resolution of each Council that is party to the agreement.
- 8.2 Schedules signed by the General Managers may be varied by agreement between the relevant General Managers.
- 8.3 Schedules included by resolution of Councils may only be varied by another resolution of Councils.

9. Timeframe

- 9.1 In recognition of the complexity of forging a shared services model and the timeframes required to reap the benefits from such an arrangement, the term of this MOU shall be 4 years.
- 9.2 A review of the effectiveness of the MOU shall be undertaken in June of each year.
- 9.3 At the completion of the term of this MOU, the partners may extend the term for any further term of four years.

10. Governance

- 10.1 The governance structure to be implemented for this MOU will be as follows:
 - a. Formation of a Shared Services Management Committee.
 - b. Decisions shall be by consensus for all those Councils partaking in the particular shared services arrangement.
 - c. The Committee shall be comprised of the General Managers of each of the partners (or their delegate).
 - d. The Committee shall be chaired on a 12 month rotating basis and meet quarterly or as required.
 - e. Administrative/secretarial support shall be provided by the chairing Council.
 - f. Sub-committees will be formed as required and meet on an as-needs basis.
 - g. The chairing Council shall provide an annual report to each of the partner Councils setting out the achievements for the previous year and plans for the subsequent year.
 - h. The Mayor of each partner Council will be entitled to attend any meeting of the Management Committee.

11. Cost Recovery Principles/Resources

- 11.1 The following principles will underpin this MOU:
 - a. All shared services will be on the basis of no net cross-subsidisation.
 - b. Shared staff will be employed by a single Council.
 - c. No staff will be disadvantaged by any shared service arrangement and current employment benefits and security will be maintained.
 - d. Merging, alignment and standardisation of systems, technology and processes will be aimed for where-ever possible and deemed appropriate.
 - e. Non-commercial works and services will be costed on an actual cost basis.
 - f. Commercial works and services will be costed on a cost plus basis according to the policy of the Council providing that service.

12. Dispute Resolution

- 12.1 Any dispute arising under this MOU will be submitted by the affected Council to the Shared Services Management Committee for mediation and recommendations.
- 12.2 If any party involved in the dispute is not satisfied with the determination of the Committee then it must refer the dispute for arbitration in accordance with the following clause.
- 12.3 If the Shared Services Management Committee is unable to resolve the dispute then the matter will be referred to arbitration in order to resolve the dispute.
- 12.4 The parties must agree to the appointment of an arbitrator with experience in resolving disputes of a similar nature to the dispute. If agreement cannot be reached regarding the appointment of an arbitrator the parties agree to the appointment of an arbitrator nominated by the President of the Australian Commercial Disputes Centre.
- 12.5 The arbitration will, when conducted by an arbitrator appointed by the President of the Australian Commercial Disputes Centre be conducted:
 - a. by a single arbitrator; and
 - b. in accordance with the arbitration rules of the Australian Commercial Disputes Centre; and
 - c. in one of the Partners area.
- 12.6 The parties must do all such acts and things as are necessary to facilitate the expeditious hearing of the Dispute by the arbitrator.
- 12.7 The costs of the arbitrator are to be borne:
 - a. as ordered by the arbitrator; or
 - b. in the absence of a direction from the arbitrator – equally by the parties.
- 12.8 The decision of the arbitrator (in the absence of an error of law) is binding on all parties. Accordingly, neither party is, after completion of the arbitration, entitled to commence proceedings to litigate the Dispute in any court of competent jurisdiction.
- 12.9 All parties must adhere to the dispute resolution procedure set out in this MOU.
- 12.10 The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this MOU.

This document is signed as authorised by **Goulburn Mulwaree Council** resolutions dated:

..... Mayor
Bob Kirk

..... General Manager
Warwick Bennett

This document is signed as authorised by **Upper Lachlan Shire Council** resolutions dated:

..... Mayor
Brian McCormack

..... General Manager
John Bell

This document is signed as authorised by **Yass Valley Council** resolution dated
:

..... Mayor
Rowena Abbey

..... General Manager
David Rowe

General Manager - 21 June 2018

ITEM 13.5 **Pre Meeting Briefing Sessions (Workshop or Briefing)**

FILE REFERENCE **I18/267**

AUTHOR **Acting General Manager**

ISSUE

Providing details regarding the opportunity for Council to consider instigating Pre Meeting Briefing Sessions (Workshop or Briefing) prior to Council Meetings or when practical in regard to timing.

RECOMMENDATION That -

1. The General Manager instigate Pre Meeting Briefing Sessions (Workshop or Briefing) prior to Council Meetings or when required on matters deemed necessary by the General Manager to ensure that Councillors are fully conversant with relevant information.

BACKGROUND

Following a report to the 19 April 2018 Council Meeting in part concerning pre meeting briefing sessions Council subsequently resolved to defer the matter until Council received a legal opinion on whether a pre meeting briefing session can be closed to the public under Cl. 64 (1) (a) (c) of Council's current Code of Meeting Practice and under S10a (2) (a-i) and S10b (5) of the Local Government Act.

The legal opinion from Council's Solicitor has been received and is attached.

REPORT

At the "Working Together to Deliver" Workshop held over Monday, 19 February and Monday 26 February 2018, Councillors requested a position paper regarding the possible implementation of pre meeting briefing sessions.

An appropriate report was provided to the 19 April 2018 Council Meeting. Council was advised as follows:

Recent amendments made to the Local Government Act 1993 (the Act) in August 2017 by the Local Government Amendment (Governance and Planning) Act 2016 provide for a model Code of Meeting Practice to be prescribed by regulation.

The Office of Local Government (OLG), in consultation with councils, prepared a consultation draft of the proposed model Code of Meeting Practice. Once the Code of Meeting Practice is finalised, it will replace the meeting rules currently prescribed in the Local Government (General) Regulation 2005.

General Manager

PRE MEETING BRIEFING SESSIONS (WORKSHOP OR BRIEFING) cont'd

When the model Code of Meeting Practice is finalised, Councils will be given a period of 6 months only, in which to adopt a Code of Meeting Practice based on the model Code of Meeting Practice.

In Section 3 of the draft model Code of Meeting Practice pre meeting briefing sessions are specifically included.

Councillors need to be aware that most Council 's in NSW have briefing sessions or workshops undertaken by Council staff with Councillors that are outside of the normal council meeting process and where required exclude the public and press.

Council at its April 2018 Meeting subsequently resolved in part as follows:

110/18 **RESOLVED** by Clr Searl and Clr O'Brien

1. Council defer consideration as to whether to instigate Pre Meeting Briefing Sessions prior to Council Meetings on a trial basis until 17 May 2018 Council Meeting; and

Council also resolved:

111/18 **RESOLVED** by Clr Cummins and Clr Opie that this matter be deferred until Council receives a legal opinion on whether a pre meeting briefing session can be closed to the public under Cl. 64 (1) (a) (c) of Councils current Code of Meeting Practice and under S10a (2) (a-i) and S10b (5) of the Local Government Act.

I am also advised that the Presenter of the Working Together to Deliver program agreed to contact the two Councillors who were not able to attend the program to provide them a briefing. I am aware that Susan Benedyka has been able to brief Clr Kensit and at the time of the drafting of this report the facilitation of a briefing has not been possible with Clr Stafford.

Pikes Verekers Lawyers on 24 April 2018 were requested to provide a legal opinion with respect to the holding of pre meeting briefing sessions for councillors. They were provided a copy of the report to Council on 19 April 2018 by the General Manager, a copy of Council's current Code of Meeting Practice and a copy of the OLG Model Code of Meeting Practice.

The legal advice received clearly advises that it is important to distinguish between a pre meeting briefing session and an actual Council meeting. The provisions of the Local Government Act 1993 (LG Act) and Council's current Code of Meeting Practice apply only to Council meetings. Pre meeting briefing sessions (can be called briefings or workshops, etc) are, as the name suggests, sessions at which Councillors are able to be informed about matters on which they are to deliberate in upcoming Council meetings. The sessions may include an opportunity for Councillors to ask questions of staff regarding prospective items of business, however the Consultation Draft Code provisions make it clear that the sessions are not to be used to debate or make preliminary decisions on items of business (cl 3.38). Those tasks are to be undertaken in formal Council or committee meetings.

General Manager

PRE MEETING BRIEFING SESSIONS (WORKSHOP OR BRIEFING) cont'd

Council's current Code of Meeting Practice is silent as to pre meeting briefing sessions.

As pre-meeting briefing sessions are not Council or committee meetings, they are not required to be open to the public pursuant to s10(1) LG Act. Accordingly, there is no need to formally close the pre-meeting briefing sessions to the public pursuant to s10(A) or s10(B) LG Act or Council's current Code of Meeting Practice.

Councillors will now need to provide some official direction to staff with respect to whether or not Council will be holding Pre Meeting Briefing Sessions (Workshop or Briefing) prior to the monthly scheduled Council Meetings or when practical.

If Council is to have Pre Meeting Briefing Sessions (Workshop or Briefing) it should be at the behest of the General Manager only to instigate Pre Meeting Briefing Sessions (Workshop or Briefing) prior to Council Meetings or when required on matters deemed necessary to ensure that Councillors are fully conversant with relevant information.

POLICY IMPACT

Nil

OPTIONS

Council may direct staff to:

1. Hold Pre Meeting Briefing Sessions (Workshop or Briefing) for Councillors;
2. Not to hold Pre Meeting Briefing Sessions (Workshop or Briefing) for Councillors;


FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

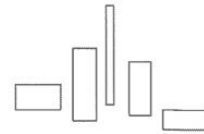
RECOMMENDATION That -

1. The General Manager instigate Pre Meeting Briefing Sessions (Workshop or Briefing) prior to Council Meetings or when required on matters deemed necessary by the General Manager to ensure that Councillors are fully conversant with relevant information.

ATTACHMENTS

1. 	Pikes & Verekers Lawyers - Advice Pre-Meeting Briefing Sessions for Councillors - 9 May 2018	Attachment
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Level 2 Postal address: T 02 9262 6188 E info@pvlaw.com.au
50 King Street GPO Box 164 F 02 9262 6175 W www.pvlaw.com.au
Sydney 2000 Sydney 2001 DX 521 Sydney ABN 77 357 538 421



PIKES & VEREKERS
LAWYERS

9 May 2018

The General Manager
Upper Lachlan Shire Council
PO Box 42
GUNNING NSW 2581

BY EMAIL jbell@upperlachlan.nsw.gov.au

Dear Sir

ADVICE RE PRE-MEETING BRIEFING SESSIONS FOR COUNCILLORS

Our ref RMC:BMJ:180266

Your ref John Bell

We refer to Council's letter of 24 April 2018 to Stephen Griffiths of our firm. Stephen is currently on annual leave. As the nature of Council's instructions suggested the need for a prompt response, Roslyn McCulloch has prepared this advice. Stephen Griffiths will return to the office on 14 May 2018.

On 19 April 2018 Council resolved in the following terms:

"Resolved by Clr Cummins and Clr Opie that this matter be deferred until Council receives a legal opinion on whether a pre meeting briefing session can be closed to the public under Cl. 64 (1) (a) (c) of Council's current Code of Meeting Practice and under S10a (2) (a-i) and S10b (5) of the Local Government Act".

Council now seeks advice in accordance with that resolution.

The Consultation Draft of the Model Code of Meeting Practice (Consultation Draft Code) includes optional provisions for pre-meeting briefing sessions. Cl 3.35 of the Consultation Draft Code provides for pre-meeting briefing sessions to be held in the absence of the public.

Council's current Code of Meeting practice is silent as to pre-meeting briefing sessions.

It is important to distinguish between a pre-meeting briefing session and an actual Council meeting. The provisions of the *Local Government Act 1993* (LG Act) and Council's current Code of Meeting Practice apply only to Council meetings. Pre-meeting briefing sessions are, as the name suggests, sessions at which Councillors are able to be informed about matters on which they are to deliberate in upcoming Council meetings. The sessions may include an opportunity for Councillors to ask questions of staff regarding prospective items of business, however the Consultation Draft Code provisions make it clear that the sessions are not to be used to debate or make preliminary decisions on items of business (cl 3.38). Those tasks are to be undertaken in formal Council or committee meetings.

Liability limited by a scheme approved under Professional Standards Legislation



Commercial Litigation
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Property

9 May 2018
Upper Lachlan Shire Council
Page 2

As pre-meeting briefing sessions are not Council or committee meetings, they are not required to be open to the public pursuant to s10(1) LG Act. Accordingly, there is no need to formally close the pre-meeting briefing sessions to the public pursuant to s10A or s10B LG Act or Council's current Code of Meeting Practice.

We trust this advice answers Council's query. Please do not hesitate to contact Roslyn McCulloch should you wish to discuss the matter further.

Yours faithfully



Roslyn McCulloch
Partner
Accredited Specialist Local Government and Planning Law

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General Manager - 21 June 2018

ITEM 13.6 **WHS Committee Minutes**

FILE REFERENCE **I18/272**

AUTHOR **Acting General Manager**

ISSUE

Minutes from the June meeting of the WHS Committee.

RECOMMENDATION That -

1. Council receives and notes the WHS Committee Meeting Minutes as information.
-

BACKGROUND

The minutes from the WHS Committee meeting that was held on 4 June 2018 are attached including any recommendations that have been put forward by the Committee, to Council, for adoption.

REPORT

Attached for Councillors information are the Minutes from the WHS Committee meeting that was held on 4 June 2018.

POLICY IMPACT

Nil

OPTIONS

Nil

FINANCIAL IMPACT OF RECOMMENDATIONS

Nil

RECOMMENDATION That -

1. Council receives and notes the WHS Committee Meeting Minutes as information.

ATTACHMENTS

1. ↓	Work Health and Safety Committee - 2018-06-04 - Minutes - Attachments	Attachment
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PRESENT: Mr M Wilson, Mr S Bill, Mr P Cramp, Mr T Besley, Mrs S Hassett, Mr S Roberts, Mr B Churchill and Mr G Anable (Manager of Works).

ALSO PRESENT: Mrs H Peterson (Executive Assistant).

THE CHAIRMAN DECLARED THE MEETING OPEN AT 9.30AM

SECTION 1: APOLOGIES & LEAVE OF ABSENCE

Apologies were received for the absence of Mr P Cramp, Mr K Kara (Human Resources Coordinator), Mr G Woodman(Acting General Manager), Mr S Poidevin), Mr M Shah (Director of Works and Operations) and Clr Cummins (Observer).

RESOLVED by S Roberts and S Bill

That the apologies be received and leave of absence granted.

- CARRIED

SECTION 2: DECLARATIONS OF INTEREST

Nil

SECTION 3: CONFIRMATION OF MINUTES

ITEM 3.1 **RESOLVED** by Mr Bill and Mr Roberts

That the minutes of the Work Health and Safety Committee Meeting held on 9 April 2018 be adopted.

- CARRIED

SECTION 4: REPORTS

ITEM 4.1 INCIDENT REPORT

RESOLVED by Mr Besley and Mrs Hassett

- 1 Mitigating actions/suggestions be discussed by the Committee, and be passed onto senior management for consideration; and
2. Committee members discuss/review current work practices within their work group/s to ensure that reasonable, practicable controls

are in place to prevent / minimise the risk of these incidents from re-occurring.

3. The issue of the public failing to adhere to traffic control signage and placing staff in danger is to be referred to the Local Traffic Committee for discussion.
4. Monthly Depot Toolbox talk to remind staff that Traffic Control SWMS TCP is to be followed and Traffic Controller escape routes be in place.

- CARRIED

ITEM 4.2

CORRESPONDENCE

RESOLVED by Mr Anable and Mr Besley

1. Correspondence / information listed below be received.
2. The Correspondence / information be disseminated to appropriate areas of council
3. That recommendation's / suggestion's be considered by council
4. Review of the SWMS for loading and unloading plant onto the plant trailers and Controlling Traffic to be included on the Action list.
5. The WHS Coordinator will draft a 2 year rolling schedule to be presented to the Manex meeting to be held 31 July 2018.
6. SOP review for high pressure cleaner at the Workshop to be included in the Action List.

- CARRIED

ITEM 4.3

ACTION LIST

RESOLVED by Mr Roberts and Mr Besley

1. The Committee receive and note the report as information.

- CARRIED

SECTION 5: ITEMS FOR DISCUSSION

Mines Safety News – High visibility compliance operation newsletter was presented to the Committee for their information.

Stonequarry Cemetery – the WHS Committee raised the issue of wombat holes and general management of the Cemetery by the S355 Committee and that specific roles of Council maintenance staff and S355 Committee needs to be clarified.

THE MEETING CLOSED AT 10.55am

Minutes confirmed 6 AUGUST 2018

.....
Mayor

15 REPORTS FROM OTHER COMMITTEES, SECTION 355 COMMITTEES AND DELEGATES

The following item is submitted for consideration -

15.1	Reports for the Month of June 2018	420
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Reports from Other Committees, Section 355 Committees and Delegates - 21 June 2018

ITEM 15.1

Reports for the Month of June 2018

RECOMMENDATION:

That Item 15.1 - [Minutes of Committee/Information] listed below be received:

1. Pye Cottage Committee s355 – Minutes from meeting held 23 April 2018.
2. Australian Agricultural Centre – Minutes from meeting held 7 May 2018.
3. Tony Foley Memorial Centre s355 Committee – Minutes from meeting held 3 April 2018.
4. Tuena Hall & Recreation Area Committee – Minutes from Annual General Meeting held May 2018.
5. Tuena Hall & Recreation Area Committee – Minutes from meeting held May 2018.
6. Taralga Wind Farm Community Fund s355 Committee – Minutes from meeting held 8 May 2018.
7. Breadalbane Hall Committee – Minutes from meeting held 27 May 2018.
8. Cullerin Range Wind Farm s355 Committee – Minutes from meeting held 22 May 2018.
9. CBJRO – Minutes from meeting held 2 - 3 May 2018.
10. Country Mayors Association – Minutes from meeting held 1 June 2018.
11. Taralga Historical Society – Newsletter 02/18.
12. CENTROC – Minutes of Board Meeting held 24 May 2018.
13. CENTROC – Minutes of Inaugural Central NSW Joint Organisation meeting held 24 May 2018.
14. Gullen Range Wind Farm Community Fund s355 Committee – Minutes from meeting held 31 May 2018.
15. Economic Development Task Force – Minutes from meeting held 22 May 2018.
16. Access Committee – Minutes from meeting held 30 May 2018.
17. Traffic Committee – Minutes from meeting held 24 May 2018.
18. Upper Lachlan Tourist Association – Minutes from meeting held 5 June 2018.
19. Collector Oval Committee – Minutes from Annual General Meetings held as below:
 - 4 September 2015
 - 15 December 2016
 - 26 October 2017
20. Collector Oval Committee – Minutes from meetings held as below:
 - 14 October 2015
 - 14 April 2016
 - 8 September 2016
 - 15 December 2016
 - 23 March 2017
 - 14 September 2017
 - 26 October 2017
 - 1 March 2018
 - 19 April 2018

Reports from Other Committees, Section 355 Committees and Delegates
REPORTS FOR THE MONTH OF JUNE 2018 cont'd

ATTACHMENTS

1. ↓	Pye Cottage Committee - Meeting Minutes - 23 April 2018	Attachment
2. ↓	Australian Agricultural Centre - Minutes Steering Committee meeting 7 May 2018	Attachment
3. ↓	Tony Foley Memorial Centre s355 Committee - Minutes from meeting held 3 April 2018 and additional information	Attachment
4. ↓	Tuena Hall & Recreation Area Committee - Annual General Meeting (AGM) - Meeting Minutes - May 2018	Attachment
5. ↓	Tuena Hall & Recreation Area Committee - Meeting Minutes - May 2018	Attachment
6. ↓	Taralga Wind Farm Community Fund s355 Committee - Minutes from meeting held 8 May 2018	Attachment
7. ↓	Breadalbane Hall Committee - Minutes from meeting held 27 May 18	Attachment
8. ↓	Cullerin Range Wind Farm s355 Committee - Minutes 22 May 2018	Attachment
9. ↓	CBRJO Minutes 2 & 3 May 2018	Attachment
10. ↓	Country Mayors Association of New South Wales - Minutes - 1 June 2018	Attachment
11. ↓	Taralga Historical Society Inc - Newsletter 2 - 2018	Attachment
12. ↓	CENTROC - Minutes of the Board Meeting 24 May 2018	Attachment
13. ↓	CENTROC - Minutes of the Inaugural Central NSW Joint Organisation meeting held 24 May 2018	Attachment
14. ↓	Gullen Range Wind Farm Community Fund s355 Committee - Minutes from meeting held 31 May 2018	Attachment
15. ↓	Economic Development Task Force - Minutes from meeting held 22 May 2018	Attachment
16. ↓	Access Committee - 2018-05-30 - Minutes - Attachments	Attachment
17. ↓	Traffic Committee - 2018-05-24 - Minutes - Attachments	Attachment
18. ↓	Tourist Association - Minutes from meeting held 5 June 2018	Attachment
19. ↓	Collector Oval Committee - Annual General Meeting Minutes - 4 September 2015	Attachment
20. ↓	Collector Oval Committee - Annual General Meeting Minutes - 15 December 2016	Attachment
21. ↓	Collector Oval Committee - Annual General Meeting Minutes - 26 October 2017	Attachment
22. ↓	Collector Oval Committee - Meeting Minutes - 14 October 2015	Attachment
23. ↓	Collector Oval Committee - Meeting Minutes - 14 April 2016	Attachment
24. ↓	Collector Oval Committee - Meeting Minutes - 8 September 2016	Attachment
25. ↓	Collector Oval Committee - General Meeting for 15 December 2016	Attachment
26. ↓	Collector Oval Committee - Meeting Minutes - 23 March 2017	Attachment
27. ↓	Collector Oval Committee - Meeting Minutes - 14 September 2017	Attachment
28. ↓	Collector Oval Committee - Minutes from meeting 26 October 2017	Attachment
29. ↓	Collector Oval Committee - Meeting Minutes - 1 March 2018	Attachment
30. ↓	Collector Oval Committee - Meeting Minutes - 19 April 2018	Attachment

Minutes of General Meeting of Pye Cottage Precinct Committee
held in the Meeting Room, GDRC on Monday, 23 April, 2018 at 7.00 pm

Opening: Dep Chair, Graham Dyer, opened the meeting at 7.05 pm.
Present: G Dyer, G Murphy, M McPherson, R Spiller
Apologies: John Searl, Michael de Percy

Minutes of the previous General Meeting 28 March, 2018 had been circulated, copies were tabled.
Moved R Spiller, seconded M McPherson, that the minutes be accepted.
Carried

Business Arising from the previous minutes:

- advice from T. Dodson that Council consideration of submissions re Precinct POM (Plan of Management) was deferred to next Meeting (Thursday 17 May, 6.00pm at Crookwell).
- Public consultation on draft (financial) plans of Council for 2018-19 will be on Wednesday, 9 May, 6.30 pm at Gunning.
- Minutes of PCPC meeting of 28 March had been forwarded to the General Manager, 11.04.18

Treasurer's Report – Nil, no bank account; \$41.10 held - donations from visitors to Pye Cottage.

General Business

1. *Discussion of "vision" for the Precinct*, looking at two documents by R Spiller, G Dyer.

Agreed that the committee supported building/s with the aim of

- preserving Pye Cottage, possibly using concept of "a building within a building",
- presenting static displays of outdoor historic artefacts, and
- developing a community history research area,
- with supporting features such as a self-service information booth, digital displays, self-catered meals area, toilet.

Agreed that

- the two papers presented would be circulated to all committee members;
- the committee should consult the Streetscape Plan;
- a drawing was required for public discussion (Greg Murphy would make preliminary enquiries);
- funding would be needed for the "concept design" phase.

2. *The issues to cover in any MOU* (in first instance with GDHS)

A draft MOU was circulated.

Agreed that the Secretary would ask Councillor Searl if 355 PCPC could look at the MOU for Scouts with Collector Oval.

3. *Motion/s to open Bank Account* must be deferred.

Next Meeting: note dates from above: Wed 9 May, 6.30 pm at Gunning, consultation on draft plans of Council for 2018-19; Council Meeting, Thurs 17 May, 6.00 pm at Crookwell;
 next PCPC meeting may be held on Monday, 21 May, 7.00 pm at Research Centre.

Close: 8.40 pm



AAC Inc Steering Committee Meeting Minutes

Date: Monday 7th May 5:30pm

Location: Criterion Hotel Loft Room

Attendees: Ruth Aveyard, Ken Mc Callum, Daryl Smith, Andrew Warren, Robyn Alders, Jo Marshall, Claire Johnson

Apologies: John Bell, Mareeca Flannery, Arthur Gartrell

1. Australian Agricultural Centre Structure
AAC Pty Ltd – Jo Marshall & David Montgomery
AAC Inc – Jo & Bella Marshall, David & Gillian Montgomery, Daryl Smith
AAC Inc Steering Committee
2. Role of Members – Jo explained the need for each individuals expertise, and assistance in completing the feasibility study process, and dispersal of funds donated to AAC Inc.
3. Code of Conduct
Moved By: Daryl Smith Seconded: Robyn Alders
4. Terms of Reference
Moved By: Ken McCallum Seconded: Paul Culhane
5. Positions – Chair Jo Marshall
 Treasurer Paul Culhane
 Secretary Jo Marshall
Moved By: Claire Johnson Seconded: Andrew Warren
6. Consultant Quotes
Corengal
KDC
Strategic Solutions
Elton
AgEconPlus
University of Canberra

Quote/s accepted: AgEconPlus
Moved By: Daryl Smith, Ken McCallum

Jo Marshall, Andrew Warren and Daryl Smith will meet with the consultant.
Moved by: Ruth Aveyard Second: Robyn Alders
7. AAC Update delivered by Jo, PIEFA, Survey Monkey, New partners, Potato Fest,

PO Box 7 Binda, NSW 2583 - email: jo.marshall8@me.com



8. Member reports – Andrew Warren suggested trying to meet with, Andrew Barr – Chief Minister ACT, Adam Marshall – Minister for Tourism, Reconnect with Katrina Hodgkinson.
9. Next Meeting Date: TBA

PO Box 7 Binda, NSW 2583 - email: jo.marshall8@me.com

Meeting opened at 4.30pm^{3rd} April 2018

Present:

Julie Kennedy, Roslyn McLoughlin, Tina Dodson, John Searl, Norman Hindley, Margaret McPherson, Kerry Gribbin.

Apologies:

Kelly Dowling, Peter Foley, Margaret Dougall, Ruth Aveyard

John Searl requested Declaration of Interests to be entered into the agenda.

Minutes of previous meeting 23rd January 2018 Read by Julie Kennedy,

Amendments,

- Declaration of Interests to be entered into the agenda.
- Julie Kennedy was present but not listed
- General business Item 1 and 2.
 - 1) Norman Hindley recommended that Kerry Gribbin be approached as a committee member. Moved Norman Hindley, seconded Kelly Dowling.
 - 2) New members to be given information to familiarise requirements of being a member. Ros will action
 - Request to council in these minutes that Kerry Gribbin is accepted as a committee member.

Minutes with Amendments: Moved John Searl, seconded Margaret McPherson. Carried

Business arising from Minutes

1. Tina Dobson informed the committee that the ULSC has a new building maintenance officer starting shortly, which will mean that the requested maintenance work will be able to proceed soon. Tina stated that the new Officer will contact the committee to set up a date to look through the building.
2. Grant application to the Cullerin Range Wind Farm (Energy Development) for \$3147.32 to purchase 40 stackable chairs has been sent by Julie Kennedy.

Moved by Tina Dobson, seconded by Roslyn McLoughlin.

3. Roslyn McLoughlin stated that Andrew Simmons had been asked to clean the meeting room carpet, and has been paid \$45.00

4. Correspondence: IN:

- 1 Letter from ULSC stating that the funding of up to \$65,000 has been provided for in the ULSC 2018/2019 budget for the painting, toilet upgrade, and roof replacement or repair.

Correspondence: **Out:**

- 2 Letter of support from Ros McLoughlin on behalf of this committee to the Creative Gunning for support of their grant application to Foundation for Rural and Reginal Renewal (FRRR)

Moved Tina Dobson, seconded Roslyn McLoughlin. Accepted by all present. Carried.

5. Financial report. Read by Norman Hindley

Moved Norman Hindley, seconded Julie Kennedy. Carried

6. General Business

- 1) The committee would like to thank the ULSC for the allocated money to their budget for improvements to the Tony Foley Centre.
- 2) Ros McLoughlin stated that she had a conversation with Andrew Simmons regarding the cleaning of the meeting room on a regular basis. His fees are \$35 per hour. Ros suggested that the meeting room be cleaned by Andrew every 8 weeks for 1.5hrs. This will be a cost of \$341.25 per year. Moved by Ros McLoughlin, seconded by Norm Hindley. Accepted by all present.
- 3) Ros McLoughlin stated that she arranged to have to have a private gardener trim the hedges around at the Foley Centre and that the funding will come from the S355 committee budget. Treasurer was waiting for an invoice as the work has already been done. No notice had been given to the committee in this regard. A general conversation regarding this and all present agreed to accept the works done. Moved by Ros McLoughlin, seconded by Norm Hindley. Carried
- 4) Norman Hindley gave notice that he will not be standing as treasurer at the next AGM.
- 5) Next Meeting: August 2nd2018 at 4.30

7. Meeting closed @5.30pm

Tuena Hall & Recreation Area Committee

Bathurst Street, Tuena NSW 2583 PH. 02 4835 3020

A section 355 committee of Upper Lachlan Shire Council

AGM MAY 16th 2018

Minutes

Meeting Commenced: 2pm

Present: Gai Saville, Vince & June Lonergan, Jill & Bob Cowey, Jenelle Parsons, Barb Blankenzee, Dave McTaggart, Frank O'Connell, Kate O'Connell, Bev Hall, Robyn Hall, Joy Collins, Craig.

Apologies: Lesley Hall, Tony Hall, James Wheelwright, Robyn Cartwright.

Minutes from previous meeting: Read and accepted as Correct. Proposed June, seconded Barb. Carried.

Any Other Business: Gai thanked the people who had replied to her survey and apologised if she had upset anyone. She also said that if we can't get enough people interested in forming a committee Upper Lachlan Shire Council may have to take over the running of Tuena Hall and Recreation Area. Jenelle confirmed that the camping area was very profitable and it would be a shame after all our hard work raising funds to improve the area to lose control after all these years.

All committee positions declared Vacant.

Nominations for new committee:

Bev nominated Jill for the position of President and June seconded the proposal. Jill accepted the position.

Barb nominated Robyn Hall for Vice President and Joy seconded the proposal. Robyn accepted the position.

Joy nominated Gai for Secretary and Dave seconded the nomination.

Robyn proposed that if the previous Treasurer was happy to accept her position for the next year that we should vote for that. Bev seconded the proposal. Jenelle accepted the position.

President: Jill Cowey.

Vice President: Robyn Hall

Treasurer: Jenelle Parsons

Secretary: Gai Saville

Sub Committees:

Sports: Stuart Parsons and Will Gawthorne . **Ladies Craft Shop:** Jill Cowey and Barbara Blankenzee.

Meeting Closed: 2.20 pm

Tuena Hall & Recreation Area Committee

Bathurst Street, Tuena NSW 2583 PH. 48345367

A section 355 committee of Upper Lachlan Shire Council

Minutes of the General Meeting 16th March 2018

Meeting Commenced: 2.20pm

Present: Gai Saville, Vince & June Lonergan, Jill & Bob Cowey, Jenelle Parsons, Barb Blankenzee, Dave McTaggart, Frank O'Connell, Kate O'Connell, Bev Hall, Robyn Hall, Joy Collins, Craig.

Apologies: Lesley Hall, Tony Hall, James Wheelwright, Robyn Cartwright.

Minutes from the previous meeting: Read and accepted as correct. Proposed Barb, seconded June. Carried.

Treasure's Report: Read and accepted as correct. Proposed Robyn, seconded Joy. Carried. Jenelle advised that the amount paid out for the cleaning of the toilets is higher than the amount received from council as she is still waiting for council payments. Jenelle also expressed some concern over the electricity bill for the Hall. The agreement is that the Committee pay half and council pay half. Jenelle pays our half on time but Council take longer to pay and this has resulted in our provider sending reminders and several times notice to disconnect. This is unsatisfactory and embarrassing. The committee agreed that I should write to council suggesting that Jenelle will pay the entire bill when due and seek reimbursement from council. **Jenelle contacted council by phone as the electricity bill had arrived, spoke with the financial department proposed this solution and it was agreed upon. She then set me an email saying that a letter was no longer required.**

Business arising from the previous meeting:

- The fence along the Hall boundary and around St Mark's church is now complete. Special thanks to Robbie Knapp for undertaking this project and all agree that the fence looks great and will be an asset.
- Painting of the Hall is complete; thanks go to Frank O'Connell and Dave McTaggart...job well done, the Hall is refreshed and looks fantastic.
- The slippery floor surfaces in the shower block will be acid cleaned and sealed with a non-slip concrete sealer. Dave and Craig will carry out this work.
- Kate (arborist) has trimmed many of the trees in the camp grounds and advised that there are 3 trees that need to be removed. Falling limbs are dangerous. Gai said she would ask Stuart Parsons to fell the trees if some-one else would then block and stack and remove any rubbish. **Stuart has agreed to fell these trees.**
- Dave and Craig said they are willing to do this and leave the stacked wood for campers.
- *In response* to James Wheelwright mentioning that there was a possibility that Peelwood Road may be renamed to Chifley Road;

After much discussion Bev put forward a proposal that I write to Council on behalf of the residents of Peelwood Road asking that the road name NOT be changed, seconded by Robyn Hall. (Both reside on Peelwood Road)

#All residents are happy with its present name

#Ben Chifley, whilst important in Australian History has very little significance to residents and ratepayers on Peelwood Road.

#A change of address would be a dreadful inconvenience as there are already problems with some companies.

James also mentioned that there would be an official opening of State Road 54, now complete. There HAVE been 2 events, the first a ribbon ceremony and the second a luncheon held in Tuena Hall; June proposed that an article be written thanking all involved in the road works, seconded by Joy.

NB An article was written and forwarded to the editor of the Goulburn Post for publication in the Crookwell Gazette, copy sent to council and copy to file.

Correspondence:

A letter from council was read out. This was a reply to a request from the Committee to appoint a handyman for our area and requesting a new heavy duty mower. Both were denied, but council did offer \$500 for the purchase of a new whipper snipper.

After some passionate discussion expressing many concerns the meeting resolved to re submit our request for consideration in the next budget. The consensus of the discussion was that “we” feel our concerns are somewhat neglected as we are geographically on the outer edge of the Shire and “forgotten”.

New Business Arising:

- 1. Air conditioning in Craft Shop.** The craft committee are asking that the Hall Committee to pay for the installation of a split system air-conditioner in the craft shop. Bob brought to our attention that through his dealing with other renovations to the Hall and liaising with our electrician the electricity board does NOT have the capacity to cope with an air-conditioning unit. After much discussing for and against this request a vote was taken. Yes 2 No 12. Members of the craft committee at the meeting will take this decision to their next meeting. As an alternative the Hall Committee are willing to pay for an upgrade to the gas heating. A proposal was put forwarded by Kate and seconded by Vince, this motion was carried. Charlie (electrician) will be contacted to give us a quote re purchase and installation of a new modern power assisted gas heater. If this issue is raised at a later date an upgrade to the electricity board will need to be investigated.
- 2. Concealed Driveway Signs.** Frank feels that the reflective road mirror on the rise at the junction of Bathurst Street and the tip/cemetery road is inadequate and a safety issue.

He proposed that we ask council for “Concealed Driveway Signs” advising road users of this hazard. Joy agrees and feels the Bathurst Road/Bell Street intersection also requires signage. This proposal was second by Joy and a letter will be sent to council.

- 3. Shower filters.** Dave brought to our attention the fact that the bore water clogs the water filters to the shower block and asked if he could purchase a second set of filters to have on hand. Installing one set and having the second set cleaned in CLR to be swapped when needed. All agreed that he should purchase these.

- 4. Cleaning of the toilets.** Wil Gawthorne has resigned and Craig is now taking on this role.

- 5. Earthwork in the campground.**

Andrew Parsons is bringing his excavator this way to do some work and whilst in the area we will ask him to do some landscaping and driveway definition in the top camping area in front of the shower block as it is unsightly and rarely used. A proposal to have this work done as well as topsoiling and grass planting was put forward by Jenelle, seconded by Kate and carried.

I have received an email from Pru Goward for a Community Partnership Building Grant; if this project fits the criteria I will apply for this to cover cost of this project.

- 6. New Toilet Block**

It has been over 5 years since this project was first envisaged and it has not progressed. There is a feeling of frustration developing and a questioning of the level of importance held by Council for this project. With the completion of the road there has been a significant increase in traffic and the present system is not coping with the increase in use. All agreed that there needs to be incorporated a RV dump point in the system. (At Easter the RV's were dumping their blackwater straight into the toilets, which resulted in the septic overflowing and Damon Allport being called to empty both septic tanks).

- 7. Rubbish Bins in the Campground.**

Dave proposed that we ask council to supply SKIP Bins for the camping area in peak periods, if not as a permanent fixture, to cope with the volume of garbage. He also suggested having the present wheelie bins secured to fixed points as campers move the present bins to individual sites making collection difficult. Seconded Craig, motion carried.

- 8. The Cenotaph.**

Joy asked what the criteria was to have names included on the cenotaph. I advised her that at this point the names to go on were for service personnel that gave a Tuena address when signing up. Joy feels that there are other names that should be included that have a very strong Tuena connection. Jill asked Joy to give her a list of these names for consideration as we are in the process of updating the names now.

All present agreed to be on the committee as it is a good cross-section of those who live IN THE VILLAGE and those from the SURROUNDING AREAS.

A quorum is now 8.

There was a general THANK YOU from the floor to Jill for being the secretary for the past 10 years and to Jenelle who has been the long standing treasurer and involved with the committee for over 30 years.

Meeting Closed: 3.40pm

PRESENT: Cllr Brian McCormack (Upper Lachlan Shire Council), Mr Brian Moloney (Community Representative), Mr Craig Croker (Community Representative), Mr Gary Woodman (Upper Lachlan Shire Council), Ms Krista Kim (Pacific Hydro).

Also present: Mrs Tina Dodson and Mrs Helen Peterson (Minute Secretary).

1. Welcome

The Mayor opened the meeting at 11.00am and welcomed those present.

2. Apologies

Nil

3. Minutes of the meeting held on 22 November 2017

Recommended:

That the minutes of the meeting held on 22 November 2017 be adopted.

Moved: B McCormack Seconded: K Kim CARRIED

4. Prioritisation of Project Submissions Received for 2018/2019

Recommended:

That the projects listed below be awarded funds as detailed.

Moved: B Moloney Seconded: C Croker CARRIED

ORGANISATION	PROJECT	AMOUNT
Taralga Sports Club	Disabled Toilet facility	\$24,497.00
Taralga Sports Club	External Painting	\$5,995.00
Taralga Bowling Club	Shadex System (for bowling greens)	\$9551.00
Taralga Memorial Hall Committee	Electric Doors and Floor restoration	\$28,410.00
Taralga AP&H Association	P A System Showground	\$14,698.00
Taralga Public School	Installation of motorized blinds around COLA	\$20,734.00
Crookwell/Taralga Aged Care -Sunset Lodge	Upgrade of Window Blinds	\$15,000.00
Taralga RFS Brigade	Purchase 2 portable PMR radios	\$3,713.00
Historical Society	Upgrade of the Wombie room to an archive and research room	\$4,902.00
Total		\$127,500.00

Next meeting will be held November 2018 at 11.00am with a date to be set.

Meeting closed: 12.37pm

Breadalbane Community Hall



Chisholm Park, Collector Road, Breadalbane NSW 2581

Breadalbane Hall Annual General Meeting

Sunday 27th May 2018, commenced 4.00pm

MINUTES

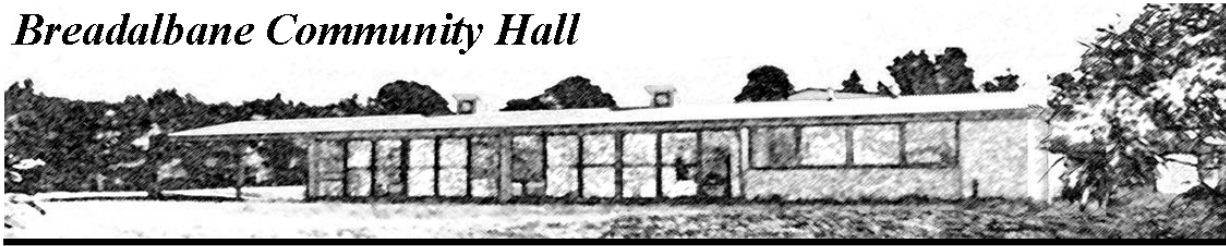
1. Present: Sarah Kilby, Marion Schumacher, Chrissie McLean, Sylvie Hayles, John Searl, Vanessa Edwards, Libby Webster, Tony Morrison, Sally McLean, Linda Cashmere, Rod Edwards, Jenny Bell
Apologies: Ingrid Schumacher, Karen and Peter Lyne, James Bell
2. Receive and endorse minutes from 25 Feb 2017 general meeting - unanimously endorsed
3. Business Arising from minutes:
 - A 6 burner BBQ and gas bottle were purchased for \$199 from Bunnings Fyshwick. Thank you to Marion & Ingrid Schumacher for doing the research and then going to such efforts to gain such a good price. Thank you also to Marion and Ingrid for the donation of a second gas bottle, making sure we don't run short of gas mid BBQing for an event. The treasurer will send an invoice to the Rural Fire Service for their share of 50% of the BBQ cost.
 - The plaques for the memorial wall were installed on a cold and very windy Sunday 25 Mar. Thank you to Shlomi for once again working on the creation of our memorial wall and fitting the plaques which look fabulous.
 - The flagpole donated by Upper Lachlan Shire Council has been repainted, a new steel support base built and the flagpole is now looking brilliant in situ. Huge thank you to Rod Edwards & Jen Bell for the donation of the cost to manufacture the steel base and for the repairs and installation of the flagpole. Thank you also to Trevor Cumberland for some timely assistance in the installation process. The flagpole played a significant part in our successful Anzac Day event.
 - A big thank you to Peter and Karen Lyne for the donation of a PA system. The speaker system was perfect for Anzac Day and performed without a hitch - no mean feat on it's very first outing! Thank you to Marion for managing the PA system at our Anzac Day event - also performed without a hitch on her very first PA system operations officer outing!
 - Finally a great big thank you to everyone who was able to assist before, during and after the working bee. With such a great roll up we achieved many jobs including the installation of the defibrillator on the front wall, installation of a secure key holder box on the back wall, installation of the fire hydrant, whipper snipping of the grounds and tree guard, spring cleaning of the hall & toilets and cleaning of all the windows, removal of the

2016 Chairman: Sally McLean p: 02 4844 2211

2016 Treasurer: Christine McLean p: 02 4845 1323

2016 Hall Manager: Vanessa Edwards p: 02 4844 2285

Breadalbane Community Hall



Chisholm Park, Collector Road, Breadalbane NSW 2581

old notice board, weeding and raking of the children's playground. After all this the Hall and grounds were positively sparkling and looked fabulous for Anzac Day.

- The garden bench seat purchased for Breadalbane Hall by Upper Lachlan Shire Council has been delivered. Thank you to ULSC for the provision of the picnic table and the bench seat. They are both quality items that are strong and durable to benefit visitors to Chisholm Park for many many years to come.

4. Treasurer's Report

Opening Balance - Everyday account 20051579	\$14,415.78 at 21/12/17
Closing Balance	\$7,375.76 at 16/5/18
Investment Account 200809838	\$21,108.74 at 16/5/18
Reward savers 200638492	\$50.22 at 16/5/18

Total funds	\$28,534.72	
Special grants remaining	\$3,250.00	mower fund

TOTAL FUNDS AVAILABLE

\$25,284.72

5. Correspondence

- Official invitations were sent out to dignitaries and guests for the Anzac Day event
- Final report was sent to the Foundation for Rural and Regional Renewal for \$3000.00 grant on completion of the memorial wall and plaques.
- Thank you letters were sent to Angela Williamson of the Kangaroo March Re-enactment Committee for the presented brass plaque, to Gordon Wade of the RSL for assistance with the ceremony format for Anzac Day, and to Upper Lachlan Shire Council for the picnic table and bench.
- Letter received from ULSC re acceptance of Breadalbane Hall's expression of interest application under the Stronger Country Communities Grant Fund Round 2.
- Letter received from Veolia Mulwaree Trust Grant Round 48 advising our application for funding assistance for the patio was successful, and inviting 2 members to attend the Cheque Presentation event on June 14th.
- Letter from ULSC advising our submission to the Draft Operational Plan for 2018-2019 year was not successful.

6. General Business

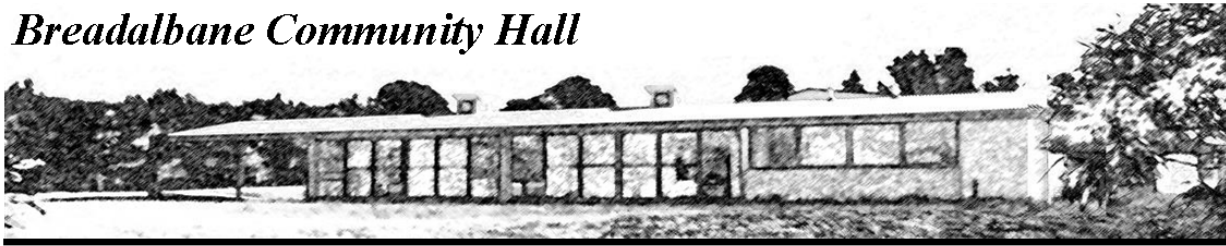
- Breadalbane Anzac Day 2018 - the meeting unanimously agreed the event was a resounding success. Many complimentary comments have been received, suggesting the event was significant in that it was personal, unique and memorable. It is estimated that around 200

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Breadalbane Community Hall



Chisholm Park, Collector Road, Breadalbane NSW 2581

people attended the event, with 170 guests signing the guest book. Congratulations go to the catering team who managed to feed double the expected number of guests with a delicious BBQ breakfast - a brilliant 'loaves and fishes' effort!

The meeting unanimously agreed that we should hold an annual Anzac Day event. Following the success of the 2018 event, we should again have an 8am start time, invite James Bell to MC the event, have relevant poetry reading and singing, invite the Breadalbane School Children to sing, provide a BBQ breakfast, have a printed program, and have guest speaker/s who have a local and personal connection.

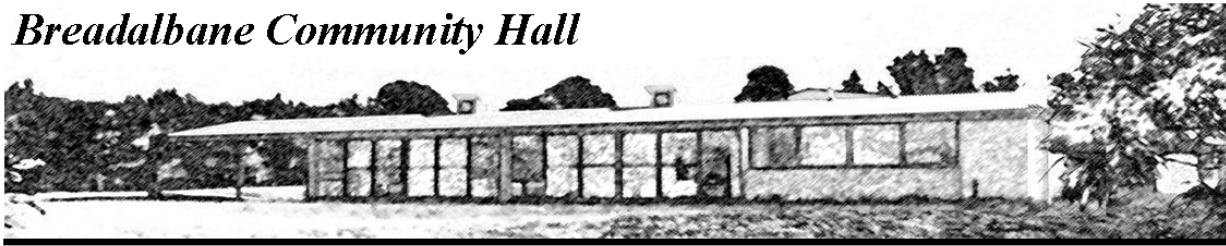
- Memorial Wall - we have received information from guests at the Anzac Day ceremony that we have more names to be added to the memorial wall. The meeting briefly discussed this could be done as an additional plaque, or a complete reproduction of both the WWI and WWII plaques, or possibly inserting names into the existing plaques (although it is unlikely this last option is possible to do). Sally will obtain quotes from the plaque manufacturer. The meeting agreed to run a series of letters to the Friends of the Hall database, to the Gunning Lions newsletter, to the Hall Facebook page and any other relevant media outlets to seek any other names that should be included on the wall for WWI and WWII. It may be possible to use the 100 year centenary of Remembrance Day to support this call out for names.
- Pergola - 2 submissions have been presented for assistance with the patio and pergola projects.
 - An application was presented to Veolia Mulwaree Trust Grant Round 48 at the end of March. The application requested assistance to build the cement slab patio running the full length of the Hall, and with footings suitable to support the construction of the pergola at a later stage. The application requested \$7,855, with the Hall contributing \$11,782 to the total budget required of \$19,637. On the 15th of May we received a letter of offer advising our application was successful!! Sally and Marion will attend the Cheque Presentation event hosted by Veolia Mulwaree Trust on June 14th. Sally will contact the plumbers and the concreting contractors to determine possible timeframes and if there is any seasonal implication for the proceeding of the work.
 - A second application was presented to Upper Lachlan Shire Council for the Stronger Country Communities Fund Round 2. This application is an expression of interest requesting support to build the pergola structure. The application requested \$66,900, with the Hall contributing \$10,000 to the total budget required of \$76,900. On the 19th of April we received a letter from ULSC advising we had been selected by Council to go forward to the NSW Government Stronger Country Communities Fund Round 2. The ULSC has submitted a Full Application on our behalf to the NSW Govt, with announcements of the successful projects to be made in August 2018. Thank you to Council for this support for our application.

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Breadalbane Community Hall



Chisholm Park, Collector Road, Breadalbane NSW 2581

- Water supply for toilets - the toilets have been clogging up in the cisterns, causing constant dripping and poor operation of the flushing mechanisms. Galea plumbers, who were engaged to fix the toilets prior to Anzac Day, advise this is all due to a build-up of calcium from the bore water supply. The plumbers suggested it would be a relatively simple plumbing job to change the water supply lines to use rainwater supply which would remove the calcium build-up problem.

The meeting agreed for Sally to write to the captain of the Cullerin Breadalbane Rural Fire Service to ask if we could link the toilets up to the rain water tank at the back of the fire shed, as we understand the water in this tank is not used for any other purpose.

- Breadalbane sign - Rob Bell has approached the Committee to advise he has the sign "BREADALBANE" that was on the old railway station, and that he would like to see this sign installed at the Hall somewhere. The meeting agreed this would be a wonderful connection of Breadalbane's history to the Hall, and that Sally would meet with Rob to measure the sign so a suitable site can be found.

- Social events for remainder of 2018 - Sally Hoskins emailed the Hall to suggest a winter gathering at the Hall as a community occasion, if the Hall calendar was not already too full. The meeting considered this and other suggestions for community and fundraising events. After general discussion it was agreed the following events would sufficiently fill the calendar:

- TBC - 7th July - First Aid and Defibrillator training day
- 11th August - Breadalbane School Trivia night fundraiser at the Hall
- Early September - Women's Health lunch
- 27th October - Breadalbane School 150 years
- 16th December - Community Christmas carols and dinner
- March 2019 - Breadalbane Bush Bash fundraiser with a bush dance band who calls the dances

7. **Other Business** - Jen Bell raised discussion about the inclusion of plaques and/or cairns or similar items to be placed in Chisholm Park to acknowledge Indigenous heritage and to recognise early landholders. The meeting agreed this project would be very worthy and to support Jen in commencing research and planning for the project.

It was also suggested to have captions on the walls explaining the historical Breadalbane photos currently hanging in the Hall.

Meeting Closed 5.54pm

Next Meetings:

Sun 26th August, 4pm - general meeting

Sun 25th November, 4pm - AGM and general meeting

2016 Chairman: Sally McLean p: 02 4844 2211

2016 Treasurer: Christine McLean p: 02 4845 1323

2016 Hall Manager: Vanessa Edwards p: 02 4844 2285

PRESENT: Mrs Jo Boyce (Chair and Community Representative), Cllr Brian McCormack (Upper Lachlan Shire Council Representative), Mr Mike Coley (Community Representative), Mrs Rachael Foley (EDL Representative) and Mr Gary Woodman (Upper Lachlan Shire Council)

NON-VOTING: Ms Katrina Nelson (EDL) and Mrs Tina Dodson (Upper Lachlan Shire Council).

1. Welcome

The Chair welcomed everyone to the meeting and opened the meeting with an acknowledgement to the late Patrick Smith for his outstanding contribution to the local community. The Chair also welcomed Mr Mike Coley to the Committee.

2. Apologies

Nil

3. Declarations of Interest

Mr M Coley advised he holds positions on the Gunning Shire Hall and Showground Advisory Committee and the Gunning District Community & Health Service Inc and will stay in the chamber to provide information and advice for the debate however will not participate in the vote.

Mrs R Foley advised that she holds a position on Gunning District Community & Health Service Inc and that her husband Peter Foley holds a position on the Tony Foley Centre and will stay in the chamber to provide information and advice for the debate however will not participate in the vote.

4. Minutes of the meeting held 23 May 2017

RECOMMENDED that the minutes of the meeting held 23 May 2017 be accepted.

Moved R Foley and B McCormack

5. Prioritisation of Project Submissions Received for 2018/2019

Funding pool of \$22,431.58

NO	ORGANISATION	AMOUNT
1.	Gunning Shire Hall and, Showground Advisory Committee S355 / PA&I.	Approve \$2281.00 for the purchase of the refrigerator.
2.	Dalton Public Hall Reserve Trust	Approve part funding of the toilet block to an amount of \$15,484.98 on the basis that the approximately \$1,500.00 short fall is able to be covered by the Dalton Public Hall Reserve Trust to enable the project to realise completion within the 12 month period.
3.	Tony Foley Centre – Chairs	Approve an amount of \$2,185.00 for 30 chairs from Firths, Yass
4.	Gunning District Community Centre S355 Committee	Approve \$2,480.60 for the Security System

5.1 RECOMMENDED that the Projects and amounts listed above be granted funding in the 2017 round of grant funding on the basis that the project will be completed within 12 months from receipt of funds.

Moved B McCormack and G Woodman.

5. General Business

The possibility of a grant writing information session to be confirmed closer to next round of applications.

Meeting closed 2.30pm.

CBRJO Board Meeting 2 May 2018 – Minutes

Meeting Opened: The meeting opened at 2.00pm

1. Welcome and Apologies

Present

Bega Valley Shire Council	Cr Kristy McBain Ms Leanne Barnes
Eurobodalla Shire Council	Cr Liz Innes Mr Lindsay Usher
Goulburn Mulwaree Council	Cr Peter Walker Mr Warwick Bennett
Queanbeyan-Palerang Regional Council	Cr Tim Overall Mr Peter Tegart
Snowy Monaro Regional Council	Cr John Rooney Mr Joseph Vescio
Upper Lachlan Shire Council	Cr Brian McCormack OAM Mr Gary Woodman
Wingecarribee Shire Council	Ms Ann Prendergast
Yass Valley Council	Cr Rowena Abbey (Chair) Mr David Rowe
ACT Government	Mr Sam Engele Mr David Clapham
CBRJO	Ms Gabrielle Cusack

In Attendance

Wagga Wagga City Council	Mr Peter Thompson
Snowy Valleys Council	Cr James Hayes OAM Cr John Larter Mr Matthew Hyde
East Gippsland Shire Council	Cr Joe Rettino Mr Gary Gaffney

Apologies

Eurobodalla Shire Council	Dr Catherine Dale
Goulburn Mulwaree Council	Cr Bob Kirk
Hilltops Council (2 May 2018)	Cr Brian Ingram Mr David Aber
Upper Lachlan Shire Council	Mr John Bell
Wingecarribee Shire Council	Cr Ken Halstead (Wednesday 2 May)
Wagga Wagga City Council	Cr Greg Conkey OAM
Department of Premier and Cabinet	Mr James McTavish

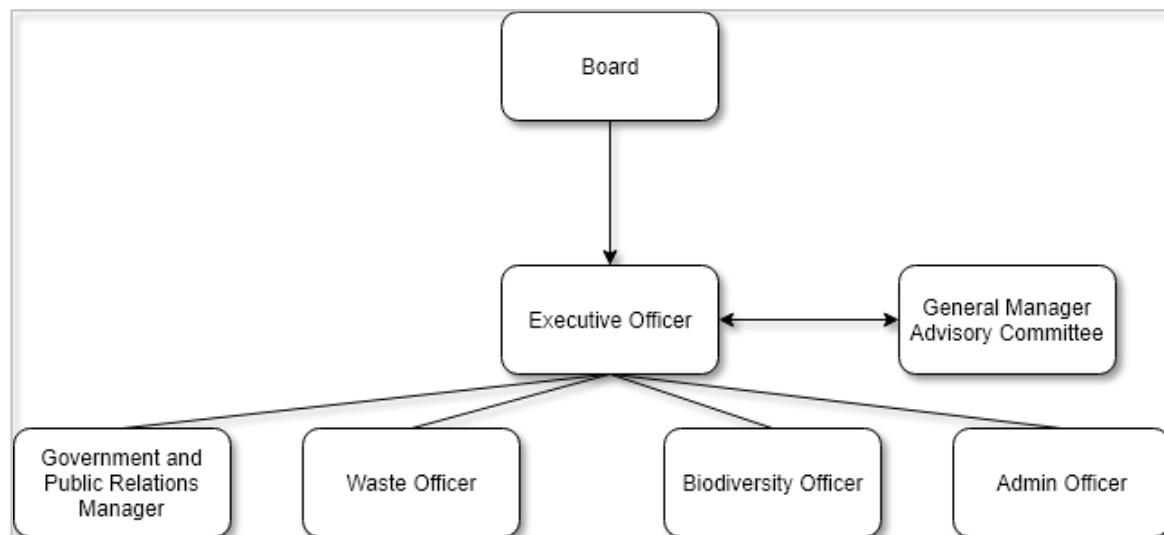
2. Governance – Joint Organisation Transition

RESOLUTION 2018/1

Cr Abbey Chair requested feedback from Board members about her role on selection panel if the General Manager of Yass Valley Council was an applicant. There was no issues raised.

That:

1. *The Chair of the Board select a date for the first Board meeting upon notification that CBRJO has been gazetted.*
2. *The Chair of the Board also give formal notification to the Chief Executive of OLG that the first Board meeting be held on that date.*
3. *The Board endorse the engagement of McArthur Recruitment to manage the recruitment process.*
4. *The Board resolve the interview panel for the Executive Officer be the CBRJO Chair, Deputy Chair, General Manager of Bega Valley Shire Council and General Manager of Goulburn Mulwaree Council.*
5. *The interview panel as defined in paragraph 4 above make a recommendation to the first meeting of the gazetted CBRJO Board to formally appoint the Executive Officer.*
6. *The Board endorse the following draft structure (amended to reflect the title of Strategy & Government Relations Manager and annotate the Waste Officer & Biodiversity Officer as grant funded for term of grant) as follows to be adopted at the first meeting of the gazetted JO.*



(a) 7. *The Board note that the position of Strategy & Government Relations Manager will be recruited following the EO appointment.*

(b)

(c) 8 *The Board refer the review and progress of recommendations from the feasibility report and the implementation governance projects to GMAC for subsequent report to the Board.*

(d)

(e) 9. *The Board receive a report on the reasonable costs to reimburse QPRC for costs related to the winding up of the CBRJO.*

(f)

(g) BVSC/ULSC (unanimous)

3. Infrastructure Framework – Project Management Office**RESOLUTION 2018/2**

Presentation By: Ms Jillian Kilby: The Infrastructure Collaborative

That:

1. *The Board note the presentations on stages and funding for regional infrastructure and a project management office*
2. *The GMAC Chair, in consultation with GMAC, be delegated the authority to engage a resource to identify the status of LGA and regional planned projects, and coordinate the development of infrastructure projects capable for grant funding applications over the next 6 months.*
3. *CBRJO fund that coordination resource, and that the cost of working on individual council projects be recouped from those councils.*
4. *The Board recognise that councils will increase the probability of successful grant funding applications if they choose to self-fund preconstruction planning activities such as environmental, options and feasibility studies.*
5. *The Board request the State Government to allow preconstruction planning costs to be retrospectively incorporated in total project cost for grant funding applications.*
6. *The Board note a regional infrastructure prospectus is to be developed*

BVSC/SMRC

BOARD MEETING SUSPENDED – 3.05PM

CBRJO Board Meeting 3 May 2018 – Minutes

Meeting Reconvened: The meeting opened at 9.30am

1. Welcome and Apologies

Present

Bega Valley Shire Council	Cr Kristy McBain Ms Leanne Barnes
Eurobodalla Shire Council	Cr Liz Innes Mr Lindsay Usher
Goulburn Mulwaree Council	Cr Peter Walker Mr Warwick Bennett
Hilltops Council (2 May 2018)	Cr Brian Ingram Mr David Aber
Queanbeyan-Palerang Regional Council	Cr Tim Overall Mr Peter Tegart
Snowy Monaro Regional Council	Cr John Rooney Mr Joseph Vescio
Upper Lachlan Shire Council	Cr Brian McCormack OAM Mr Gary Woodman
Wingecarribee Shire Council	Cr Ken Halstead Ms Ann Prendergast
Yass Valley Council	Cr Rowena Abbey (Chair) Mr David Rowe
ACT Government	Mr Sam Engele Mr David Clapham
CBRJO	Ms Gabrielle Cusack

In Attendance

Wagga Wagga Council	Mr Peter Thompson
Snowy Valleys Council	Cr James Hayes OAM Cr John Larter Mr Matthew Hyde

Apologies

Eurobodalla Shire Council	Dr Catherine Dale
Goulburn Mulwaree Council	Cr Bob Kirk
Upper Lachlan Shire Council	Mr John Bell
Wagga Wagga City Council	Cr Greg Conkey OAM

2. Confirmation of Minutes – 23 February 2018

The minutes from the CBRJO Board meeting held 23 February 2018 were confirmed as a true and accurate record.

BVSC/SMRC

3. Urgent Business / Late Items

NIL

4. GMAC Action List**RESOLUTION 2018/3**

The Board note the GMAC Action List

QPRC/HTC

5. Membership Contributions**RESOLUTION 2018/4**

- 1. That the Board adopt the following methodology for voting member contributions**
 - a. A flat Fee of \$7200**
 - b. A population fee of 70 cents per head**
 - c. The fee be increased annually in accordance with the rate peg unless otherwise determined by the Board**
- 2. That Board adopt the following methodology for non-voting members**
 - a. 75% of the member contribution for councils in NSW**
 - b. 25% of the member contribution for councils outside NSW (East Gippsland)**
 - c. Associate membership fees of other entities determined by the Board on a case by case basis**
 - d. That the ACT contribution be subject to further discussion and a revised MOU.**
- 3. The CBRJO write to the Deputy Premier, thanking him for his presentation and consider ongoing funding of Joint Organisations to ensure ongoing sustainability.**

QPRC/BVSC

6. Operational Report – Executive Officer**RESOLUTION 2018/5**

That the Board note the Operational Report.

GMC/SMRC

MEETING SUSPENDED 10.10am.

MEETING RECONVENED 2.00PM.

7. Building Professional Boards – Mandatory Reporting

RESOLUTION 2018/6

1. *That a submission be prepared to the Building Professionals Board requesting the timetable be extended to 30 April 2019 for Councils to achieve full compliance with mandatory reporting*
2. *That the issue be raised with the Minister for Finance, Services and Innovations, Victor Dominello, Minister for Planning, Anthony Roberts and the Minister for Local Government Gabrielle Upton*

GMC/ ESC

8. Regional Development Australia – Southern Inland Membership

RESOLUTION 2018/7

That the Board note John Rooney and Warwick Bennett expressed an interest in nominating to the Board of RDASI.

HTC/BVSC

9. Any Other Business

CHARTER

The Board noted that a proposal for a 75% Quorum on Board decision making will be included in the draft charter for the Boards consideration

WSC/SMRC

Next Meeting

CANBERRA: Thursday 5 & Friday 6 July 2018

Meeting Closed: 2.44pm

PARLIAMENTARY MEETINGS – THURSDAY 2 & FRIDAY 3 MAY 2018

MEETING			FOLLOW UP
1	Local Government NSW	Cr Linda Scott – President Ms Donna Rygate – EO	Question to LGNSW regarding value of membership.
2	Greater Sydney Commission (GSC)	Mr Geoff Roberts Interim District Commissioner for Western Sydney	CBRJO to follow up with GSC on to arrange meeting with eight Mayors of Western Sydney to commence dialogue on cross regional opportunities.
3	Office of Local Government	Mr Tim Hurst – EO Mr Chris Presland	
4	Minister for Local Government & Environment	The Hon Gabrielle Upton MP	Letter of Thanks. Follow up on questions on notice.
5	Premier	The Hon Gladys Berejiklian MP	
6	Deputy Premier Minister for Regional Development, Skills and Minister for Small Business	The Hon. John Barilaro MP	Letter of Thanks. Follow up on questions on notice.
7	Minister for Transport & Infrastructure	The Hon. Andrew Constance MP	Letter of Thanks. Follow up on questions on notice. Received response from Minister's office 15/5
8	Minister for Roads, Maritime & Freight	The Hon. Melinda Pavey MP	Letter of Thanks. Follow up on questions on notice.
9	Minister Agriculture, Water Security & Trade	The Hon. Niall Blair MP	Letter of Thanks. Follow up on questions on notice.
10	Minister for Crowns Lands, Gaming & Forestry	The Hon. Paul Toole MP	Letter of Thanks. Follow up on questions on notice. Receive response from Minister's office 23/5
11	Minister for Police & Emergency Services	The Hon. Troy Grant MP	Letter of Thanks. Follow up on questions on notice.
12	Minister for Tourism & Special Events	The Hon. Adam Marshall MP	Letter of Thanks. Follow up on questions on notice.
13	Parliamentary Secretary for Southern NSW	The Hon. Bronnie Taylor MLC	Letter of thanks for assisting the JO in securing meetings and sponsoring the meetings/events at Parliament House.



Country Mayors Association of NEW SOUTH WALES

Chairperson: Cr Katrina Humphries
PO Box 420 Moree NSW 2400
02 6757 3222
ABN 92 803 490 533

MINUTES

GENERAL MEETING

FRIDAY, 1 JUNE 2018 PRESTON STANLEY ROOM, PARLIAMENT HOUSE, SYDNEY

The meeting opened at 9.02am.

1. ATTENDANCE:

Albury City Council, Cr Kevin Mack, Mayor
Albury City Council, Mr Brad Ferris, Acting General Manager
Bega Valley Shire Council, Cr Kristy Mc Bain, Mayor
Bellingen Shire Council, Cr Dominic King, Mayor
Bland Shire Council, Cr Tony Lord, Mayor
Bland Shire Council, Mr Ray Smith, General Manager
Blayney Shire Council, Cr Scott Ferguson, Mayor
Blayney Shire Council, Ms Rebecca Ryan, General Manager
Broken Hill City Council, Cr Marion Browne, Deputy Mayor
Broken Hill City Council, Mr James Roncon, General Manager
Cabonne Council, Cr Kevin Beatty, Mayor
Cabonne Council, Ms Coralie Nichols, General Manager
Carrathool Shire Council, Ms Joanne Treacy, General Manager
Coonamble Shire Council, Cr Michael Webb, Mayor
Cootamundra Gundagai Regional Council, Cr Abb McAlister, Mayor
Cootamundra Gundagai Regional Council, Mr Allen Dwyer, General Manager
Dubbo Regional Council, Mr Michael McMahon, Acting General Manager
Dungog Shire Council, Cr Tracy Norman, Mayor
Dungog Shire Council, Ms Coralie Nichols, General Manager
Federation Council, Cr Patrick Bourke, Mayor
Federation Council, Mr Adrian Butler, Acting General Manager
Forbes Shire Council, Cr Graeme Miller, Ma
Forbes Shire Council, Mr Steve Loane, General Manager
Gilgandra Shire Council, Cr Doug Batten, Mayor
Glen Innes Shire Council, Cr Steve Toms, Mayor
Goulburn Mulwaree Council, Cr Bob Kirk, Mayor

Goulburn Mulwaree Council, Mr Warrick Bennett, General Manager
Griffith City Council, Cr John Dal Broi, Mayor
Griffith City Council, Mr Brett Stonestreet, General Manager
Gwydir Shire Council, Cr John Coulton, Mayor
Kempsey Shire Council, Cr Liz Campbell, Mayor
Kiama Municipal Council, Cr Mark Honey, Mayor
Leeton Shire Council, Cr Paul Maytom, Mayor
Leeton Shire Council, Ms Jackie Kruger, General Manager
Lockhart Shire Council, Cr Roger Schirmer, Mayor
Lockhart Shire Council, Mr Peter Veneris, General Manager
Mid Western/Mudgee Regional Council, Cr Des Kennedy, Mayor
Mid Western/Mudgee Regional Council, Mr Brad Cam, General Manager
Moree Plains Shire Council, Cr Katrina Humphries, Mayor
Murray River Council, Cr Christopher Bilkey, Mayor
Murray River Council, Mr Des Bilske, General Manager
Murrumbidgee Council, Cr Ruth McRae, Mayor
Murrumbidgee Council, Mr Craig Moffitt, General Manager
Narrabri Shire Council, Cr Catherine Redding, Mayor
Narrabri Shire Council, Mr Stewart Todd, General Manager
Narromine Shire Council, Cr Craig Davies, Mayor
Narromine Shire Council, Ms Jane Redden, General Manager
Oberon Shire Council, Cr Kathy Sajowitz, Mayor
Oberon Shire Council, Mr Garry Wallace, General Manager
Parkes Shire Council, Cr Barbara Newton, Deputy Mayor
Shoalhaven City Council, Cr Amanda Findley, Mayor
Singleton Council, Cr Sue Moore, Mayor
Singleton Council, Mr Jason Linnane, General Manager
Snowy Monaro Regional Council, Cr John Rooney, Mayor
Temora Shire Council, Cr Graham Sinclair, Deputy Mayor
Temora Shire Council, Mr Gary Lavelle, General Manager
Tenterfield Shire Council, Cr Peter Petty, Mayor
Upper Lachlan Shire Council, Cr Brian McCormack, Mayor
Upper Lachlan Shire Council, Mr Gary Woodman, Acting General Manager
Uralla Shire Council, Cr Michael Pearce, Mayor
Wagga Wagga City Council, Cr Greg Conkey, Mayor
Wagga Wagga City Council, Mr Peter Thompson, General Manager
Walcha Council, Cr Eric Noakes, Mayor
Walcha Council, Mr Jack O'Hara, General Manager
Warrumbungle Shire Council, Cr Peter Shinton, Mayor
Warrumbungle Shire Council, Mr Roger Bailey, General Manager
Yass Valley Council, Cr Rowena Abbey, Mayor
Yass Valley Council, Mr David Rowe, General Manager
Premier and Cabinet, Regional Infrastructure Coordinator, Mr Ken Gillespie

APOLOGIES:

As submitted

SPECIAL GUESTS:

Mr David Harris, CEO, Water NSW

Mr Chris Taylor, Area GM Southern NSW Telstra Customer Sales and Service

Mr David Smith, CEO, and Donna Heffernan, Deputy CEO, Local Government Super and Richard Boyfield, Partner, Mercer

Mr Tim Hansen, Stakeholder Specialist, National Heavy Vehicle Regulator

2. ADOPTION OF MINUTES OF PREVIOUS MEETING:

1. The minutes need to be amended to include the attendance of Cr Reg Kidd, Mayor of Orange

2. RESOLVED that the minutes of the General Meeting held on 2 March 2018 as amended be accepted as a true and accurate record (Singlton Council / Tenterfield Shire Council).

3. Matters Arising from the Minutes

NIL

4. Membership

RESOLVED That Cootamundra-Gundagai Regional Council and Kyogle Council be admitted as members of the Association (Forbes Shire Council/Tenterfield Shire Council)

5. CORRESPONDENCE

Outward

(a) Cr Tracey Norman, Mayor, Dungog Shire Council, advising that Dundog Shire Council has been admitted as a member of the Association

(b) Cr Rex Wilson, Mayor, Warren Shire Council, advising that Warren Shire Council has been admitted as a member of the Association

(c) The Hon Gladys Berejiklian MP, Premier, requesting a separate Ministry of Local Government with only Local Government functions

(d) The Hon John Barilaro MP, Deputy Premier, Minister for Regional NSW, Minister for Skills and Minister for Small Business, asking for grant funding protocols that lead to outcomes in line with councils needs and expectations

(e) The Hon Gladys Berejiklian MP, Premier, asking for grant funding protocols that lead to outcomes in line with councils needs and expectations

(f) Deputy Police Commissioner, Gary Worboys, Regional NSW Field Operations, thanking him for his presentation to the 2 March 2018 meeting

(g) The Hon Peter Primrose MLC, Shadow Minister for Local Government, thanking him for his presentation to the 2 March 2018 meeting

(h) Dr Robert Lang, NSW Local Government Remuneration Tribunal, highlighting the inequities in remuneration for mayors and Councilors in NSW

- (i) Ms Lindsay cane, Royal Far West, thanking her for her presentation to the 2 March 2018 meeting
- (j) Ms Linda Daetwyler, acting Consul General, US Consul General, thanking her for her presentation to the 2 March 2018 meeting
- (k) Draft NSW Freight and Ports Plan, transport for NSW, supporting the Port of Newcastle as a container terminal

Inward

- (a) Hon Gladys Berejiklian MP, Premier, Re Local Government Portfolio (Copy Attached)
- (b) Lindsay Cane, Royal Far West, thanking the Association for the opportunity to present at the March meeting
- (c) Cr Linda Scott, President, LGNSW, providing an update on LGNSW Conference resolutions (Copy Attached)

NOTED

6. FINANCIAL REPORT

RESOLVED That the financial reports for the last quarter were tabled and accepted (Moree Plains Shire Council / Uralla Shire Council)

7. Lowering of speed limit to 40kmh around emergency incidents

Noted. This legislation has already been introduced

8. Recycling Crisis

RESOLVED (a) That the Association write to the Minister for the Environment and the EPA expressing concerns regarding Councils being steered to funding from streams that are already allocated to projects rather than the waste levy new funding opportunities

(b) That the Association seek urgent clarification of the definition of “recycle” and “recyclate” when the product is meeting the criteria for Container Deposit Funds to be refunded back to councils to use on projects clearly defined as sorting or re-use projects for products (Singleton Council/Shoalhaven City Council)

RESOLVED That the Association accept Tenterfields offer to have their Chief Executive present a paper on converting waste to energy at the next NSW Country Mayors meeting (Tenterfield Shire Council/Glen Innes Severn Council)

9. Mr David Harris, CEO, Water NSW

NSW Water is the largest water supplier in Australia. It owns 42 dams and 300+ weirs and delivers water from 33 major dams. It has a statutory function to develop water infrastructure. Functions of NSW Water include source water protection, bulk water supply, system operations, bulk water infrastructure, customer transactions and information services. The 2018-2021 Strategic Plan for 800 staff goals are Our People and Safety, Our Business, Our Performance and Our Relationships. There are 8 Strategic Priorities - customer survey outcomes, not all customers are the

same, customers want more choice, customers value technology and mobility, value for money is important and customers are not clear about Water NSW's role and brand. Water NSW works with customers such as Local Government. In respect of Local Government collaboration on joint infrastructure projects has been undertaken in the Broken Hill area, the Tamworth area and the North Coast area

10. Mr Chris Taylor, Area General Manager, Southern NSW Telstra Customer Sales and Service

There are consistent changes in Regional NSW connectivity. Network investment drives inflows when faced with unprecedented demand for the network and a world of opportunity. Telstras network is a fixed network with 875 exchanges and a wireless network with 226 mobile sites. A mobile blackspot program is being undertaken by Telstra to boost the number of Telstra locations to 650 sites nationally representing an investment of \$260 million. Telstra are proposing co-contribution for satellite small cells that gives e-mail, basic data, and voice calls and text with a compatible device in areas where it is difficult to do so.

11. Mr David Smith, CEO, Donna Heffernan, Deputy CEO, Local Government Super and Richard Boyfield, Partner, Mercer

The reason for the additional contributions is that the fund has had to recover from losses imposed by the Global Financial Crisis. The fund has had to meet APRA's minimum funding requirements by 2019. There is a need to balance employers capacity to fund additional contributions. Current investment is 70% growth assets and 30% defensive assets. This needs to be turned around to 30% growth assets and 70% growth assets. APRA's standards require assets of the fund to meet the liabilities of the fund. The fund trustee may require the employer to pay additional contributions under the Trust Agreement. Currently the funding position needs to improve. Prior to the Global Financial Crisis there was a funding holiday where employers paid less which exacerbated the position after the Global Financial Crisis.

RESOLVED That the Association write to LGNSW and request that a skilled based Board be elected to Local Government Super (Goulburn Mulwaree Council/Gilgandra Shire Council)

RESOLVED That the Association write to Local Government Super requesting that once the assets exceed liabilities in 2019 that the additional contributions cease (Goulburn Mulwaree Council/ Gilgandra Shire Council)

12 Mr Tim Hansen, Stakeholder Specialist, National Heavy Vehicle Regulator and Reuben John RMS

NHVR is engaging with stakeholders to promote productivity and safety. The approach is strategic, tactical, information and responsive and NHRV is continually using feedback from industry and councils. For customers they prepare, lodge, and track permit applications on line, respond to consent requests and review decisions, and manage all permit actions on one platform. Heavy Vehicle Access Permits can

be issued by Councils or NHVR. The National Harmonisation Project objectives are to reduce red tape, better heavy vehicle compliance, improved road safety for all road users, improved sustainability of road network, reduced environmental impacts and productivity gains

RESOLVED That the NHVR be requested to work with councils and the RMS to harmonise the Volumetric Livestock Loading Scheme to match Queensland and treat livestock as a specific freight recognizing the animal welfare requirements (Forbes Shire Council/Tenterfield Shire Council)

13 Low Rise Medium Density Housing Code

RESOLVED That the Country Mayors' Association write to the Minister of Planning & Environment requesting for regional and country councils who apply to the Minister, an amnesty from the new Low Rise Medium Density Housing Code for a minimum of 2 years until such time as councils have had the opportunity to engage with their communities and make required changes to Local Environmental Plans (Kiama Municipal Council/Albury City Council)

14 Applying Clause 26 Of the CMA Constitution

A motion was moved that, in accordance with Clause 26 of the Country Mayors Association of NSW Constitution, the Association allow nominations from the current Chairperson, Vice Chairperson or Secretary should they wish to nominate for the 2018/19 term of office (Narrabri Shire Council/Gilgandra Shire Council)

The Chairperson Cr Katrina Humphries vacated the Chair for discussion on this item. Cr Paul Maytom, Mayor, Leeton Shire a non Executive member was asked to Chair discussion of this item. The Chairperson Cr Katrina Humphries and Cr Michael Pearce, Mayor, Uralla Shire Council left the meeting room.

Discussion on the matter related to all members not been given advanced notice of the motion, to not having been given background information and as to whether the extension of the term of the offices was in accordance with the Constitution.

THE MOTION WAS LOST

The Chairperson Cr Katrina Humphries returned to the meeting and resumed her role as Chairperson

There being no further business the meeting closed at 12.48pm.

Cr Katrina Humphries
Chair – Country Mayor's Association of NSW



Taralga Historical Society Inc
83 Orchard Street
Taralga NSW 2580



President: Michael Chalker 4843 5975

Secretary: Graham Lambert 4843 8187

Treasurer: Glennis Wright 4840 2205

UPPER LACHLAN SHIRE COUNCIL

Aim: To preserve history of Taralga & District for future generations

GUNNING OFFICE

- 5 JUN 2018

Newsletter No 2, 2018

Presidents Report June 2018

File No:

Hello all, well the year is already halfway with winter upon us and seasonal conditions in this area are ordinary at best.

Picnic Shelter: A robust shelter has been constructed over the picnic table adjacent to the front gate. The shelter is dedicated to the long serving memories of past Historical Society Members and those who follow in acknowledgement of their wonderful contributions to the Society. Suitable plaques in recognition of Patricia Blay and Lorraine and Ian Ross are yet to be attached. The shelter was constructed for the cost of materials only. Labour and equipment was provided by local trade's people, contractors and members alike. A vote of thanks to all involved.



We have been lucky to be given an 1856 Sox Organ. It came from a large property within the Taralga district, we are still trying to identify the exact location. It came into the possession of Max Davidson of Goulburn when he was working for Farmers and Graziers, a prominent rural agency in their day. Max sadly passed away recently, and his wife wished to dispose of the organ.

Max's good mate Perry Herden volunteered to find the organ a home, he thought of the Taralga Historical Society. The Organ will be proudly displayed within the complex

Various Aboriginal artefacts that have been held by local families for in excess of sixty years have come into our possession, the Society plans to eventually display these items in a lockable glass cabinet.

Society opening days and hours: It was decided at the February AGM to trial for three months having the complex open on Saturdays from 10am to 2pm and Sundays as normal 1pm to 4pm, the results of the trial are as follows. Over the trial period Saturday visitation stands at 86, Sundays at 33, the results are conclusive. Members must now decide at the meeting on 3rd June if they wish to change the opening days and hours. In the meantime I have prepared a roster for Saturdays only.

Taralga 2019 celebrations as discussed at the last meeting: A community meeting/workshop was held in the Masonic Hall on Sunday 20th May to discuss the bi-centenary of Taralga, a good community representation was in attendance. The workshop was chaired by Peter Davies, the workshop voted to organise a celebration to take place on the October Long Weekend 2019.

A Committee was then elected to pursue ideas and scenarios for the celebrations. The Committee will meet in June, we will publish committee member's details and organisational arrangements then.

Michael Chalker

HELEN VAUGHAN

Formerly from Myrtleville Post Office

by Ken Vaughan December 2017

We lost Helen on the 4th September 2016 after a short illness in Tumut NSW. She was 97 years old.

Helen Mary Vaughan (nee Burrett) was born 22 April 1919 in Moree NSW. Her father was Lance Burrett, born in Grenfell, and her family moved to Mudgee. Helen had an older sister Clare, and three brothers, Brian and twins Bill and John who all predeceased her.

Helen's mother, Mary died on 23 October 1924 - aged 30 years, leaving 5 children under 7 years. Unable to properly care for them, Lance placed the children into Government care 6 months later. He then went to work on various Farm Stations across Eastern Australia. The children were split up between many foster homes in Sydney.

In 1928 Helen and Clare were fostered by Percy and Irene Edwards in East Goulburn - who, when they found out about the three younger boys, brought them into their home as well. Together with their family of 12 children they raised a total of 17 children on their small farm. These were happy days for Helen as she had lots of family around and she idolised Mother Edwards who taught her everything. Helen had to leave their home when she was 14 and went to work in Sydney for a while before returning to Goulburn. She was walking home from work one afternoon when the Japanese started shelling the Sydney Eastern Suburbs - she said she had never run so fast in her life that day.

She remained in contact with the Edwards clan after they all moved to Canada, and often spoke by phone with her foster brother Ray who lived near Calgary.

However she grew up with no idea who was in her family tree, she never saw her father again, and except for her brother Brian, she really had to fend for herself. She lost her twin brothers in tragic circumstances, John in 1939 following a vehicle accident, and Bill who was serving aboard as a medic when the Hospital ship Centaur was sunk by the Japanese on 14 May 1943.

She had some reasonable schooling at Rosedale, East Goulburn, then worked as a Doctor's receptionist in Goulburn. In 1939 she met George Vaughan, a farmer's son from the Taralga area who had signed up to serve in the war. He went to the Middle East and then New Guinea, serving in the 7th Division. They were married during an R & R break in Sydney on 30 April 1942, and Ken arrived in 1943. Mother and son went to live with Granny Vaughan at her Myrtleville farm and Post Office just south of Taralga. The farm was self sufficient in produce, and there was an excellent garden and orchard near the house.

At War's end George was employed by Telecom in Sydney, and the family expanded with Lorraine and Janet arriving prior to the family purchase of the Myrtleville property in 1950. Helen became highly respected throughout the district for her work on the telephone exchange and Post Office. She sold postage stamps and money orders, sorted and distributed mail and often she was a non-commission agent for curious postage items such as large block cheddar packs being sent to market by Annie Ross.



Helen with her son Ken in 1945

One of her proudest achievements was her 24/7 operation of the telephone exchange during a major bushfire in 1965 that started at Chatsbury and spread across the Cookbundoon range to the east. The fire burned for weeks and quick notification of wind change, new breakouts, food and medical plans, and firefighter instructions were all part of the long hours of service. The switch remained open and she made some wonderful friends during that period.



George, Helen and Ken at Myrtleville P.O. 1966

Helen's cooking was legendary, and she provided some legendary food such as scones and pavlova cooked in a Kooka wood oven where she tested the heat by putting her hand in the over. Her vegetable cooking was old school and Mother Edwards was given the blame for the blanched greens that were

always over boiled. She totally refused to learn how to use a microwave even after severe pressure from her 'greens' eating grandchildren.

After they sold Myrtleville in 1979 George and Helen moved to North Nowra, however Helen tried but could not make pavlovas on "those new-fangled city stoves".

Their time in Nowra was a good retirement decision, however Helen missed the bush. She made some wonderful friends but she did not like the hustle in the 'city'. Sadly George died on 31 July 1991, but Helen stayed on in Nowra for a few more years.

As her 80th birthday was approaching, Lorraine suggested that Helen should move to Tumut where a small new Villa was becoming available. Lorraine, who owned a business in the town, decorated it with pink walls and carpets so it was ready when she arrived in January 1998. The Villa became an instant hit with Helen, and she was happy in the 'Pink Palace' which got decorated with pink flowers and pink flower covered china plus lot of photographs of her ever growing family. She did miss some of her friends from the past, and she remained in contact with families from Taralga and Nowra.



Helen at her 80th with Pat and Bob Blay, Lynette Hain, Karen Bennett and their mother Mary Robertson - Blay family 1999

During this period we started to look for Helen's true family and it became apparent that her mother's side descended from a line of long lived women averaging 85 years. Both her Sargeant and Greville heritage provided lots of relatives at the Greville family reunion in 2009. To Helens surprise she found many prominent families in her tree such as Hindmarch, Iredale and the Lassiter family that owned the hardware store that became Nock and Kirby. Two of her Uncles Gordon and Victor Sargeant were famous lawn bowlers, and her Uncle Jo Burrett was a war hero, and became the head of Sydney

Hospital after the war. She found peace in knowing more about her background, although the 6 convicts she descended from came as a bit of a shock, while providing lots of interesting stories.

One of Helen's magnificent features was her sense of humour. She did not make friends easily but those she did were well rewarded. Wherever she lived she made very close friends with Peggy Haggett in Sydney, the Blay family across many generations in Myrtleville, the Jolly family in Nowra, the Goodes family and all the women in the Fitzroy Street Villas in Tumut. Once a friend, always a friend was her motto.

Helen greatly enjoyed her years living in Tumut. Her only problem was she kept outliving her peers, however she continued to live in the 'Pink Palace' and look after herself. She liked to shop for herself and had a circuit around town that included the supermarkets, nursery, jeweller, the Bank and Post Office and any store that might have a birthday present for one of the family. As she became less mobile she would push the 'walker' around the circuit and stop to chat with 'her girls' in all the shops. The girls in turn would keep a friendly watchful eye on her to ensure she was able to get home safely.

An incident in her later years at the Motor Registry illustrated her life - Lorraine decided to get a handicapped parking permit so Helen did not have to walk too much around town. They asked Helen for identification - she had not travelled so she had no passport; she had never held a drivers licence; she had never been ill; she had no bank loans and had never filed a tax return of her own. There was no records of Helen Vaughan in the modern on-line world. So image the strong words that came from our 'mystery' person when she was told she did not exist.....she got the permit!

One of her fondest memories was when she was asked to be the Queen Mother in the Tumut falling leaves festival. She was an ideal choice as her hair style was perfect and they dressed her with a suitable crown. She was chauffeured around town and was a centre piece in the parade. She revelled in perfecting her Queen wave and loved the recognition she received during her circuit walks thereafter.

Her main source of communication was always the telephone, probably because she had spent nearly 30 years in her role as a telephonist. Just a few weeks before she passed on she was asked, "What were the telephone switch numbers at Myrtleville?" Not only did she remember all the numbers, she knew the party line ring codes for both '3' and the '11' lines that serviced Strathaird Lane. She also remembered all the Taralga switch operators names over the years.

Her conversations on the phone with her beloved family - 3 children - Ken, Lorraine and Janet, 6 grandchildren - Rowan, Bryson, Ty, Curtis, Karla and Kellie, and 10 great grandchildren - Callum, Chloe S, Chloe B, Kynan, Kasey, Cohen, Chase, Jenna, Oceana and Skylar were legendary and often very long and full of laughter. She loved all the little kids and she also loved all the visits from the family.



On the phone, Tumut Villa 2005



Helen with Lorraine, Kellie Shaw, Ken, Chloe Shaw and Bryson Vaughan at the Vaughan Plaque on the Taralga Pioneers Wall 2005

Helen liked to participate in town activities and she had wonderful memories of the Balls or Woolshed Dances around Taralga, the tennis competitions, Taralga show and the interschool sports held at the showground. She was also very involved in fund raising for Cystic Fibrosis for many years - making her famous scones, cakes and cupcakes for their annual street stalls.

What a journey she had - she saw the world change so dramatically, experienced a world war and kept her sense of humour throughout all her challenges. When asked "What was the biggest change she had experienced", she said, "electric lights, the telephone and the quality of food". She tried to learn to drive with the expert advice of Julie Alders probably in the 1960s, but I think Julie was worried about clutch damage in the vehicle due to 'kangaroo' take offs.

She used to laugh about trying to park George's ute in a horse stall at the Taralga show ground during a lesson....we never did find out what happened, and Julie was totally professional about it all and made no comment.

Her training was in service, and service with humour was a winning combination. I often have former mail collecting children who have now grown up come over and talk to me at Taralga functions. They have wonderful memories about their visits to the Post Office and they did tell me how they all liked to do this job in the late summer school holidays...."when all the fruit was ripe". She would give each child a jellybean and a lecture. "Don't you steal any fruit on the way home". Now I know what really happened" There was a hole in the fence right next to the apple trees!

Helen left her mark on the people and each district she lived in, so she will be remembered with lots of joy. She would be delighted to know those children who came for the mail are helping to keep her memory alive today.

ADDRESS ON HISTORY OF THE TARALGA AREA

From Goulburn Evening Post 1955

The following address on the early history of Taralga and other parts of the southern districts was read recently to Goulburn Historical Society by Mr Dave Mullaney of Taralga.

It was written by Miss Jean Findlay of Yalbraith as an essay eight years ago.

About the Author:

Robert Scott Craig b.1899 d.1968 was the twin brother of Murdoch, he married Iris Findlay who already had a daughter named Jean. Robert and Iris had one son, Keith Gillies who died aged 37. Robert and Iris had a home at 'Cobbodong'.

Jean was a devoted horsewomen. She moved to Sydney and married,

Jean Findlay-Gower died 8th September 2017 at 87 years and is buried at Stonequarry Cemetery with her Mother, Father and Keith.

She wrote this article in 1947 when she was around 17 years of age)

Her story: (Photo inserts provided by the Editor)

Anyone who has studied Australian history remembers the name of Hamilton Hume, one of the sturdiest and most gallant of Australia's early explorers and bushmen.

People of this district have reason to honour and remember his name, for it was he that discovered the rich sheep and cattle country of what is now known as the Goulburn Plains. His discoveries led to settlement there and around here.

His first important discovery was in 1814, when he, his brother, and a black boy fought their way through the thick Bargo Brush (other attempts to penetrate it before had failed) and came in sight of the good country around Berrima and Bong Bong. Still only in his teens, he two years later safely conducted one Dr. Throsby and Surveyor Meehan to Bong Bong, where the former took up land.

GOULBURN PLAINS

Hume was a born adventurer, and in 1817 he and Meehan decided to explore further. In the autumn of that year they reached a fertile tract of plain and broken upland, the Goulburn Plains. They made their first camp at the foot of Rocky Hill on which now stands a magnificent War Memorial which over looks the whole of the city and miles of the countryside. I can't imagine a more fitting Tribute to our soldiers, both dead and alive, than an inspiring tower on the biggest hill near Goulburn, which can be seen for miles and miles from train, car, or the air, as a constant reminder of its significance.

Hume (to return to 1817) was partly persuaded to explore these plains by Governor Macquarie who later, in March 1819, undertook the trip himself. The Governor carved his initials and the date of the visit on a stringybark tree in the Cookbundoon Hills, about twelve miles (crow fly) from Goulburn.

This tree was cut down many years ago and the part bearing his initials etc, was supposed to be in Sydney Museum. On one of my visits to Sydney I went and explored Wentworth House at Vacluse - and really enjoyed myself. In one of the enclosed "stables" was about five feet of tree - very old - which was identical with the one taken from here. So I believe "our" tree is not at the Museum, but at Wentworth House.