



I hereby give notice that an Ordinary Meeting of Council will be held on:

Date: Wednesday, 23 February 2022
Time: 2:00pm
Location: Condobolin Council Chambers

BUSINESS PAPER

Ordinary Council Meeting

23 February 2022

Lachlan Shire –THE HEART OF NSW



Our Vision:

For the Lachlan Shire to be a resilient community providing economic and social growth, through evolving, agricultural, business and mineral activities

Mission:

To engage the community, providing and delivering progressive services whilst implementing a long term strategic plan leading to the social and economic benefit of the community

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- 1 ACKNOWLEDGEMENT OF COUNTRY AND ELDERS**
- 2 APOLOGIES AND REQUESTS FOR LEAVE OF ABSENCE**
- 3 CONFIRMATION OF MINUTES**

Ordinary Meeting - 27 January 2022

**MINUTES OF LACHLAN SHIRE
ORDINARY COUNCIL MEETING
HELD AT THE CONDOBOLIN COUNCIL CHAMBERS
ON THURSDAY, 27 JANUARY 2022 AT 2:00PM**

PRESENT: Mayor John Medcalf (OAM), Deputy Mayor Paul Phillips, Cr Judith Bartholomew, Cr Elaine Bendall, Cr Melissa Blewitt, Cr Dennis Brady, Cr Dave Carter, Cr Megan Mortimer, Cr Melissa Rees

IN ATTENDANCE: Greg Tory (General Manager), Karen Pegler (Director - Corporate and Community Services), Adrian Milne (Director - Infrastructure Services), Jon Shillito (Director - Environment, Tourism and Economic Development), Carolyne Marchant (Minute Taker)

The Chair welcomed those present and declared the meeting open at 2.07pm. Cr Medcalf thanked all the Councillors for nominating to become a councillor.

Cr Medcalf congratulated everyone involved in the opening of the Condobolin Youth Centre, opening of the Amenities at Lake Cargelligo Memorial Pool and the Australia Day events.

1 ACKNOWLEDGEMENT OF COUNTRY AND ELDERS

The Acknowledgement of Country and Elders was made by Cr Phillips.

2 APOLOGIES AND REQUESTS FOR LEAVE OF ABSENCE

RESOLUTION 2022/7

Moved: Cr Dennis Brady
Seconded: Deputy Mayor Paul Phillips

That the apology received from Cr Harris be accepted and leave of absence granted.

CARRIED

3 CONFIRMATION OF MINUTES

RESOLUTION 2022/8

Moved: Cr Elaine Bendall
Seconded: Cr Melissa Rees

That the minutes of the Ordinary Meeting held on 24 November 2021 be confirmed.

CARRIED

RESOLUTION 2022/9

Moved: Cr Dennis Brady
 Seconded: Cr Dave Carter

That the minutes of the Extraordinary Meeting held on 11 January 2022 be confirmed and that item 5.1 be resolved as below:

MOTION

That:

1. General Manager’s Report No R21/355 be received and noted.
2. Council resolve the voting system for the election of the Mayor and Deputy Mayor to be the Preferential Voting System determined by secret ballot.
3. Council elected Cr John Medcalf as Mayor, Cr Paul Phillips as Deputy Mayor and delegates to committees as outlined below.
4. Council confirm that the Deputy Mayor be elected for the same term as the Mayor.
5. Council set the time and dates for Ordinary meetings of Council and Strategic Briefing sessions to be held the second and fourth Wednesday of each month commencing at 2.00 p.m.

COUNCIL COMMITTEES

The General Manager’s Performance Review Committee consists of the Mayor, Deputy Mayor, Cr Harris and one other Councillor selected by the General Manager if required. The process is facilitated by an independent consultant.

The Audit Risk and Improvement Committee consists of Cr Medcalf, Cr Harris and two community members plus the Internal Auditor, GM and Director Corporate and Community Services as non-voting members.

The Australia Day Committee consists of the Mayor, Deputy Mayor, Cr Bendall, immediate past Citizen of the Year Winner and a representative from each of the local Australia Day committees in the Shire.

Delegates to Advisory Committees

Committee	Council Representative
<p>Gum Bend Lake Committee To consider matters referred to it in relation to the Gum Bend Lake facility and make recommendations to Council on those matters.</p>	<p>Cr Carter and Cr Blewitt</p>
<p>Lake Cargelligo Foreshore Committee To consider matters referred to it in relation to Lake Cargelligo and make recommendations to Council on those matters.</p>	<p>Cr Phillips and Cr Bartholomew</p>

<p>Aboriginal Advisory Committee</p> <p>To provide Council with advice direction and recommendations on project, programs, policy and other initiatives relevant to the Indigenous community.</p>	<p>Cr Carter and Cr Bartholomew</p>
<p>Floodplain Risk Management Committee</p> <p>To prepare for consideration by Council the Floodplain Study for those areas in the Council area affected by flooding from the Lachlan River.</p> <p>Council is required under the terms of the legislation to establish and use a Community Committee during the preparation of the study.</p>	<p>Cr Brady and Cr Carter</p>
<p>Willow Bend Sports Centre Committee</p> <p>To develop and recommend policy to Council for the operation of the Willow Bend Sports Centre.</p>	<p>Cr Rees</p>
<p>Heritage Advisory Committee</p> <p>Provide recommendations to Council on the distribution of heritage funding and other general heritage matters.</p>	<p>Cr Medcalf and Cr Harris</p>
<p>Condobolin Cemetery Advisory Committee</p> <p>Provide advice to Council on the management and improvement of the Condobolin Cemetery.</p>	<p>Cr Carter and Cr Brady</p>
<p>Condobolin Showground and Recreation Area Users Committee</p> <p>Provides advice to Council on the operation and infrastructure requirements at the SRA Grounds.</p>	<p>Cr Blewitt, Cr Harris and Cr Rees</p>

In addition to the above Council also appoints delegates annually and alternate delegates (if the delegate is unavailable to attend a meeting) to represent it on other local and regional bodies, as follows:

ORGANISATION	DELEGATE(S)
<p>Ambassador to Penrith Alliance</p> <p>The ambassador is expected to play a lead role in alliance activities including attendance at Council and community organised events at both locations. Likely involve at least two trips per year to Penrith and attendance at local functions.</p>	<p>Cr Mortimer and Cr Brady as the alternate delegate</p>

<p>Delegates to CNSW Joint Organisation of Councils</p> <p>CNSW Joint Organisation’s Board meets quarterly with meetings held throughout the region on a rotating basis. Council pays an annual subscription to CNSW Joint Organisation which is currently based on population and use of services.</p>	<p>Constitution of CNSW Joint Organisation states Mayor and General Manager.</p>
<p>Delegates to the Mid-Lachlan Alliance (Parkes, Forbes, Weddin & Lachlan Councils)</p> <p>The MLA is a local alliance that is designed to allow member councils to address issues on a joint basis and to resource share wherever possible. The Board meets when required.</p>	<p>Mayor and the General Manager.</p>
<p>Delegates to Western Plains Regional Development</p> <p>The organisation facilitates and provides a number of services to the community and receives annual funding from Lachlan Shire Council. Board meetings are held every two months in Condobolin</p>	<p>Mayor and Director Corporate and Community Services.</p>
<p>Delegate to Arts Out West</p> <p>Lachlan Shire Council is a member of this regional organisation based in Orange and pays an annual subscription.</p>	<p>Council is represented on the group by local resident Heather Blackley whose appointment is confirmed annually with the alternate delegate being Council’s Communications and Community Engagement Coordinator</p>
<p>Delegates to the Evolution Lake Cowal Community Environmental and Monitoring Consultative Committee</p> <p>This Committee was established under the Development Consent for the former Barrick Lake Cowal Mine and comprises representatives from Council, the community and Evolution Mining. It meets regularly at the mine.</p>	<p>Cr Brady and Cr Harris</p>

<p>Delegates to the Association of Mining and Energy Related Councils</p> <p>This Association comprises Councils throughout NSW that have mining and renewable energy activities within their local government areas and meets quarterly at venues on a rotational basis.</p> <p>Councils pay an annual subscription to the association.</p>	<p>Cr Brady and Cr Bendall as the alternate delegate plus General Manager</p>
<p>Delegates to Murray Darling Association</p> <p>The Association comprises members from across NSW, Victoria and South Australia and meets quarterly with an annual conference at venues on a rotational basis.</p>	<p>Cr Phillips and Cr Brady as the alternate delegate.</p>
<p>Delegates to the Bush Fire Management Committee</p> <p>This Committee comprises delegates from the Lachlan Zone Councils, Brigades and the Rural Fire Service</p> <p>Meetings are held quarterly at venues on a rotational basis</p>	<p>Mayor and Cr Bendall and Cr Mortimer as the alternate delegate</p>
<p>Local Emergency Management Committee (LEMC)</p> <p>This committee comprises delegates from emergency management organisations and Council so that a coordinated response to an emergency can be undertaken.</p>	<p>Cr Phillips and Cr Harris as the alternate delegate</p>
<p>Lachlan Local Area Command Community Safety Precinct Meeting</p> <p>Mayors and General Managers from Forbes, Parkes & Lachlan LGA's.</p> <p>Meets quarterly on a rotational basis.</p>	<p>Mayor and General Manager</p>
<p>Parkes, Forbes and Lachlan Shire Council's Road Safety Steering Committee</p> <p>To consider road and traffic related safety issues from across the three LGAs of Parkes, Forbes and Lachlan in an effort to pool resources and provide a consistent approach to these issues.</p>	<p>Cr Carter and Cr Bendall as the alternate delegate</p>

<p>Traffic Committee</p> <p>To consider and recommend policy to Council on traffic related issues and developments.</p>	Cr Carter and Cr Bendall as the alternate delegate
<p>Condobolin Chamber of Commerce</p> <p>Established to expand business opportunities and economic development in Condobolin.</p>	Cr Harris and Cr Blewitt as the alternate delegate
<p>Western Joint Regional Planning Panel</p> <p>For large development applications over \$10m or \$5m if Council Development – these DA’s are submitted to the Joint Regional Panel for a decision.</p>	Cr Harris and Cr Phillips
<p>Newell Highway Committee</p> <p>Promotion of tourism and diversion off the Newell Highway</p>	Cr Mortimer
<p>Sunrise Energy Metals Community Consultative Committee</p> <p>For consultation between Sunrise Energy Metals and community stakeholders</p>	Cr Phillips and Cr Mortimer as the alternate delegate
<p>Western Slopes Pipeline – Murray Darling Basin</p>	Cr Carter

Delegates to S.355 Committees

ORGANISATION	DELEGATE(S)
<p>Bena Cemetery Management Committee</p> <p>Provides for the care, control and management of the Bena Cemetery.</p>	Cr Bendall
<p>Burcher Development Management Committee</p> <p>Provides for the care, control and management of the Burcher Hall and Recreation Ground & development of Burcher.</p>	Cr Brady
<p>Condobolin Community Centre Management Committee</p> <p>Provides for the care, control and management of the community centre.</p>	Cr Harris and Cr Blewitt as the alternate delegate
<p>Condobolin Senior Citizens Hall Management Committee</p> <p>Provides for the care, control and management of the hall.</p>	Cr Blewitt and Cr Rees as the alternate delegate

<p>Fifield Development Management Committee</p> <p>Provides for the care, control and management of the hall and other infrastructure & development of Fifield</p>	<p>Cr Mortimer</p>
<p>Kiacatoo Hall & Recreation Ground Committee</p> <p>Provides for the care, control and management of the hall and recreation ground.</p>	<p>Cr Blewitt</p>
<p>Lachlan Shire Health Education Trust Committee</p> <p>To consider and recommend the allocation of trust monies to students in the field of providing health services to the community within the Lachlan Shire.</p> <p>This could be in the form of scholarships or financial assistance to assist students undertake courses in health related disciplines</p>	<p>Currently Cr Blewitt, Cr Rees and Cr Harris</p>
<p>Lake Cargelligo Australia Day Committee</p> <p>Organise events on Australia Day and select Australia Day Award recipients for Lake Cargelligo.</p>	<p>Cr Phillips and Cr Bartholomew</p>
<p>Lake Cargelligo Cemetery Management Committee</p> <p>Provides for the care, control and management of the Lake Cargelligo Cemetery</p>	<p>Cr Phillips</p>
<p>Lake Cargelligo Memorial Hall Management Committee</p> <p>Provides for the care, control and management of the hall.</p>	<p>Cr Phillips and Cr Bartholomew as the alternate delegate</p>
<p>Lake Cargelligo Showground & Recreation Management Committee</p> <p>Provides for the care, control and management of the showground.</p>	<p>Cr Phillips and Cr Bartholomew as the alternate delegate</p>
<p>Lake Cargelligo Tennis Club</p> <p>Provides for the care, control and management of the tennis club and courts</p>	<p>Cr Bartholomew</p>
<p>Lake Cargelligo Tourism Management Committee</p> <p>Provides a volunteer tourism service from the Visitor Information Centre in Lake Cargelligo.</p>	<p>Cr Phillips and Cr Bartholomew as the alternate delegate</p>

<p>Tottenham Memorial Hall Management Committee Provides for the care, control and management of the hall.</p>	<p>Cr Medcalf</p>
<p>Tottenham Racecourse Management Committee Provides for the care, control and management of the racecourse.</p>	<p>Cr Medcalf</p>
<p>Tottenham Recreation Ground Management Committee Provides for the care, control and management of the hall and recreation ground</p>	<p>Cr Medcalf</p>
<p>Tottenham/Albert Cemetery Management Committee Provides for the care, control and management of the Tottenham and Albert Cemeteries</p>	<p>Cr Mortimer</p>
<p>Tottenham Tourist Committee Provides a volunteer tourism service from the Visitor Information Centre in Tottenham</p>	<p>Cr Medcalf</p>
<p>Tullibigeal Hall, Cemetery & Recreation Ground Management Committee Provides for the care, control and management of the hall, cemetery and recreation ground</p>	<p>Cr Bendall</p>
<p>Vermont Hill Hall & Recreation Ground Management Committee Provides for the care, control and management of the hall and recreation ground</p>	<p>Cr Rees</p>

CARRIED

4 MAYORAL MINUTE

4.1 MAYORAL MINUTE - MEETINGS AND FUNCTIONS ATTENDED BY THE MAYOR AND DEPUTY MAYOR

RESOLUTION 2022/10

Moved: Cr Melissa Blewitt

Seconded: Cr Elaine Bendall

That:

1. The Mayoral Minute No R22/18 be received and noted.

CARRIED

5 PUBLIC FORUM

Nil

6 DISCLOSURE OF INTEREST

Cr Brady declared a Less than Significant Non-Pecuniary interest in item 8.2 – Youth Services Reports – quarterly reports July to September 2021 and October to December 2021 as he is a member of the board. Cr Brady declared a Less than Significant Non-Pecuniary interest in item 8.4 – Donations as he is a member of Rotary. Cr Brady declared a Less than Significant Non-Pecuniary interest in item 18.1 – Rates and Charges Donations – 2021/22 as he is member of Rotary.

7 GENERAL MANAGER**7.1 ELECTORAL FUNDING OBLIGATIONS FOR COUNCILLORS AND MAYORS****RESOLUTION 2022/11**

Moved: Cr Dennis Brady
Seconded: Cr Melissa Blewitt

That:

1. The General Manager's Report No. R22/15 be received and noted.

CARRIED**7.2 ACTIVE RESOLUTIONS JANUARY****RESOLUTION 2022/12**

Moved: Cr Dave Carter
Seconded: Cr Elaine Bendall

That:

1. The General Manager's Report No R22/20 be received and noted.

CARRIED

8 CORPORATE AND COMMUNITY SERVICES

8.1 AUDIT RISK AND IMPROVEMENT COMMITTEE CHAIRPERSON RECRUITMENT PROCESS

RESOLUTION 2022/13

Moved: Cr Dennis Brady
Seconded: Cr Megan Mortimer

That:

1. The Director Corporate & Community Services Report No. R21/283 be received and noted.
2. The draft Expression of Interest package for the recruitment of the ARIC Chairperson be adopted.
3. The draft ARIC Chairperson Performance Review procedure be adopted.

CARRIED

Cr Brady declared a Less than Significant Non-Pecuniary interest in item 8.2 – Youth Services Reports – quarterly reports July to September 2021 and October to December 2021 as he is a member of the board.

8.2 YOUTH SERVICES REPORTS - QUARTERLY REPORTS JULY TO SEPTEMBER 2021 AND OCTOBER TO DECEMBER 2021.

RESOLUTION 2022/14

Moved: Cr Elaine Bendall
Seconded: Deputy Mayor Paul Phillips

That:

1. The Director Corporate & Community Services Report No. R21/334 be received and noted.
2. Council provide feedback on the content of the reports for the Western Plains Regional Development Committee.

CARRIED

8.3 DRONE OPERATING POLICY

RESOLUTION 2022/15

Moved: Cr Dave Carter
Seconded: Cr Dennis Brady

That:

1. The Director Corporate and Community Services Report No R21/335 be received and noted.
2. The Draft Drone Operating Policy and Procedure be adopted as presented.

CARRIED

Cr Brady declared a Less than Significant Non-Pecuniary interest in item 8.4 – Donations as he is a member of Rotary.

8.4 DONATIONS

RESOLUTION 2022/16

Moved: Cr Dave Carter

Seconded: Deputy Mayor Paul Phillips

That:

1. The Director of Corporate and Community Services Report No. R21/348 be received and noted.

CARRIED

RESOLUTION 2022/17

Moved: Cr Melissa Blewitt

Seconded: Deputy Mayor Paul Phillips

That Council donate the amount of \$450.00 to Koori Kids – NAIDOC Week 2022.

CARRIED

RESOLUTION 2022/18

Moved: Cr Melissa Blewitt

Seconded: Cr Dave Carter

That Council donate the amount of \$1000 to Rotary Club of Condobolin

CARRIED

8.5 INVESTMENTS AS AT 30 NOVEMBER 2021

RESOLUTION 2022/19

Moved: Cr Elaine Bendall

Seconded: Deputy Mayor Paul Phillips

That:

1. The Director Corporate and Community Services Report No. R21/351 be received and noted.

CARRIED

8.6 CUSTOMER REQUESTS - 31 DECEMBER 2021

RESOLUTION 2022/20

Moved: Deputy Mayor Paul Phillips

Seconded: Cr Melissa Rees

That:

1. The Director Corporate and Community Services Report No. R22/9 be received and noted.

CARRIED

8.7 INVESTMENTS AS AT 31 DECEMBER 2021

RESOLUTION 2022/21

Moved: Cr Dennis Brady
Seconded: Cr Megan Mortimer

That:

1. The Director Corporate and Community Services Report No. R22/14 be received and noted.

CARRIED

9 ENVIRONMENT, TOURISM AND ECONOMIC DEVELOPMENT

9.1 DRAFT CENTRAL WEST AND ORANA REGIONAL PLAN 2041

RESOLUTION 2022/22

Moved: Cr Melissa Rees
Seconded: Cr Elaine Bendall

That:

1. The Director of Environment, Tourism and Economic Development Report No.R22/7 be received and noted.
2. Council endorse the review of the Draft *Central West and Orana Regional Plan 2041* and request a further report be presented to Council once the plan is adopted later in 2022 including a summary of any submissions made by on behalf of Council.

CARRIED

9.2 PAINTING OF A MURAL ON THE OLD WATER TOWER - LAKE CARGELLIGO

RESOLUTION 2022/23

Moved: Deputy Mayor Paul Phillips
Seconded: Cr Judith Bartholomew

That:

1. The Director Environment, Tourism and Economic Development Report No. R21/349 be received and noted.
2. Council provide final approval to the Lakes Alive Committee to engage Heesco to paint Option 4 on the water tower, providing the necessary agreements are in place and a Construction Management Plan is provided for the project.

CARRIED

9.3 LAKE CARGELLIGO BIRDS - DOMAIN NAMES**RESOLUTION 2022/24**

Moved: Cr Elaine Bendall

Seconded: Cr Dennis Brady

That :

1. The Director of Environment, Tourism and Economic Development Report No. R21/350 be received and noted.
2. Council rescind resolution 2021/236.
3. The domain names lakecargelligobirds.com and lakecargelligobirds.com.au be transferred to "Lake Cargelligo Birds".
4. That all costs associated with the transfer of the registration be the responsibility of "Lake Cargelligo Birds".

CARRIED

9.4 DEVELOPMENT DATA NOVEMBER AND DECEMBER 2021**RESOLUTION 2022/25**

Moved: Deputy Mayor Paul Phillips

Seconded: Cr Dave Carter

That:

1. The Director Environment Tourism and Economic Development Report No. R21/352 be received and noted.

CARRIED

9.5 FY20/21 AND FY21/22 PROJECT MONTHLY UPDATE FOR DECEMBER/JANUARY**RESOLUTION 2022/26**

Moved: Deputy Mayor Paul Phillips

Seconded: Cr Elaine Bendall

That:

1. The Director of Environment, Tourism and Economic Development Report No.R22/2 be received and noted.

CARRIED

9.6 REQUEST TO SUSPEND ALCOHOL FREE ZONE 5 AND 6 MARCH 2022 ON PART FEDERATION STREET ALBERT**RESOLUTION 2022/27**

Moved: Cr Judith Bartholomew

Seconded: Cr Megan Mortimer

That:

1. The Director of Environment, Tourism and Economic Development Report No. R22/6 be received and noted.
2. Council notify the NSW Police of the suspension.
3. Council write to residents within Albert village seeking comment, with a period of 14 days to respond.
4. Council advertise the proposed suspension for a period of 14 days on Council's website and Facebook page.
5. Subject to positive feedback being received during the notification period, delegate the final decision in relation to the suspension of the AFZ to the General Manager.

CARRIED

10 INFRASTRUCTURE SERVICES**10.1 FY2122 UTILITIES MONTHLY UPDATE FOR NOVEMBER/DECEMBER****RESOLUTION 2022/28**

Moved: Cr Dave Carter

Seconded: Cr Elaine Bendall

That:

1. The Director Infrastructure Services Report No. R22/3 be received and noted.

CARRIED

10.2 FY21/22 ROADWORKS MONTHLY REPORT UPDATE FOR NOVEMBER/DECEMBER**RESOLUTION 2022/29**

Moved: Cr Melissa Rees

Seconded: Cr Elaine Bendall

That:

1. The Director of Infrastructure Service Report No. R22/4 be received and noted.
2. An application for funding of \$800,000 be submitted to the Federal Remote Roads Upgrade Pilot Program for a \$1 million upgrade project on SR 91 Marsden Road.

CARRIED

10.3 FY21/22 URBAN WORKS MONTHLY UPDATE FOR NOVEMBER/DECEMBER**RESOLUTION 2022/30**

Moved: Cr Megan Mortimer

Seconded: Deputy Mayor Paul Phillips

That:

1. The Director Infrastructure Services Report No. R22/16 be received and noted.

CARRIED

10.4 REGIONAL ROAD TRANSFER AND ROAD CLASSIFICATION REVIEW**RESOLUTION 2022/31**

Moved: Cr Elaine Bendall

Seconded: Cr Judith Bartholomew

That:

1. The Director Infrastructure Services report R22/17 be received and noted.
2. Council reconfirm the previous Resolution 2020/216
3. A request to reclassify and transfer SR 3 Tabratong Crossing Road from a Local Road to Regional Road be submitted to the Independent Review Panel
4. A letter of support be provided to Warren Shire Council for their submission for the reclassification of the Tottenham to Nevertire road between the Lachlan Shire Council Boundary and Nevertire.

CARRIED

10.5 TREE ASSESSMENT - 47 ORANGE STREET, CONDOBOLIN**RESOLUTION 2022/32**

Moved: Cr Melissa Rees

Seconded: Cr Elaine Bendall

That:

1. The Director Infrastructure Services Report No. 22/22 be received and noted.
2. The tree in front of 47 Orange Street be removed as requested and be replaced with a more suitable species of street tree.
3. Plant two additional new suitable trees in appropriate location, with a view to the removal of the other mature Sugar Gum trees in future years.

CARRIED

11 DEPUTATIONS

Nil

12 NOTICES OF MOTION

Nil

13 NOTICES OF RESCISSION

Nil

14 DELEGATES REPORT

14.1 CNSWJO BOARD MEETING 25 NOVEMBER 2021 IN ORANGE

RESOLUTION 2022/33

Moved: Cr Dave Carter
 Seconded: Cr Melissa Rees

That:

1. The delegates Report No R22/23 be received and noted.

CARRIED

15 CORRESPONDENCE

15.1 CORRESPONDENCE REPORT JANUARY

RESOLUTION 2022/34

Moved: Deputy Mayor Paul Phillips
 Seconded: Cr Dennis Brady

That:

1. The correspondence Report No R22/21 be received and noted and that Crs Bendall and Bartholomew attend the NSW ALGWA Conference 2022.

CARRIED

16 QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN

Nil

17 PETITIONS

Nil

18 CLOSED SESSION

RESOLUTION 2022/35

Moved: Cr Melissa Rees
Seconded: Cr Elaine Bendall

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 10A(2) of the Local Government Act 1993:

18.1 Rates and Charges Donations - 2021/22

This matter is considered to be confidential under Section 10A(2)b of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with discussion in relation to the personal hardship of a resident or ratepayer.

18.2 Cyber Security Roles & Responsibilities Policy

This matter is considered to be confidential under Section 10A(2)f of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with details of systems and/or arrangements that have been implemented to protect council, councillors, staff and Council property.

18.3 Adoption of IT Change Management Policy

This matter is considered to be confidential under Section 10A(2)f of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with details of systems and/or arrangements that have been implemented to protect council, councillors, staff and Council property.

18.4 Tender Assessment - Murie Creek and Smyth's Corner culvert installation

This matter is considered to be confidential under Section 10A(2)c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

18.5 Tender Assessment - Kerb and Gutter and concreting works

This matter is considered to be confidential under Section 10A(2)c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

18.6 Tender Assessment - Nerathong Bridge Design and Construction

This matter is considered to be confidential under Section 10A(2)c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

18.7 Tender Assessment - Condobolin Bore Pipeline - Underbore Contract

This matter is considered to be confidential under Section 10A(2)c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

18.8 Contract extensions - Riverview Caravan park and Lakeview caravan park

This matter is considered to be confidential under Section 10A(2)c and di of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

18.9 Final Audit Management letter for the year ended 30 June 2021

This matter is considered to be confidential under Section 10A(2)f of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with details of systems and/or arrangements that have been implemented to protect council, councillors, staff and Council property.

CARRIED

Crs Phillips and Bartholomew left the meeting at 4.57pm.

RESOLUTION 2022/36

Moved: Cr Elaine Bendall
Seconded: Cr Megan Mortimer

That Council moves out of Closed Council into Open Council.

CARRIED

Cr Brady declared a Less than Significant Non-Pecuniary interest in item 18.1 – Rates and Charges Donations – 2021/22 as he is member of Rotary.

18.1 RATES AND CHARGES DONATIONS - 2021/22**RESOLUTION 2022/37**

Moved: Deputy Mayor Paul Phillips
Seconded: Cr Dave Carter

That:

1. The Director of Corporate and Community Services Report No. R21/218 be received and noted.
2. Council determine the amount of any rates and charges concession to be granted to the Rotary Club Condobolin's Condon St property, assessment 1003888 to be \$1386.

CARRIED**18.2 CYBER SECURITY ROLES & RESPONSIBILITIES POLICY****RESOLUTION 2022/38**

Moved: Cr Dennis Brady
Seconded: Cr Elaine Bendall

That:

1. The Director Corporate & Community Services Report No. R21/330 be received and noted.
2. The Cyber Security Roles and Responsibilities Policy be adopted.

CARRIED

18.3 ADOPTION OF IT CHANGE MANAGEMENT POLICY**RESOLUTION 2022/39**

Moved: Cr Dennis Brady

Seconded: Cr Judith Bartholomew

That:

1. The Director of Corporate and Community Services Report No R21/332 be received and noted.
2. The IT Change Management Policy be adopted.

CARRIED

18.4 TENDER ASSESSMENT - MURIE CREEK AND SMYTH'S CORNER CULVERT INSTALLATION**RESOLUTION 2022/40**

Moved: Cr Dave Carter

Seconded: Cr Elaine Bendall

That

1. The Director Infrastructure Services Report No. R21/360 be received and noted.
2. The tender submission from Folwick Construction Pty Ltd be accepted.
3. The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.

CARRIED

18.5 TENDER ASSESSMENT - KERB AND GUTTER AND CONCRETING WORKS**RESOLUTION 2022/41**

Moved: Cr Dave Carter

Seconded: Cr Megan Mortimer

That:

1. The Director Infrastructure Services Report No. R21/361 be received and noted.
2. The tender submission from Conex Group Pty Ltd be accepted.
3. The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.

CARRIED

18.6 TENDER ASSESSMENT - NERATHONG BRIDGE DESIGN AND CONSTRUCTION**RESOLUTION 2022/42**

Moved: Cr Dave Carter
Seconded: Cr Elaine Bendall

That

1. The Director Infrastructure Services Report No. R21/362 be received and noted.
2. The tender submission from Murray Constructions Pty Ltd be accepted.
3. The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.

CARRIED

18.7 TENDER ASSESSMENT - CONDOBOLIN BORE PIPELINE - UNDERBORE CONTRACT

RESOLUTION 2022/43

Moved: Cr Elaine Bendall
Seconded: Cr Judith Bartholomew

That:

1. The Director Infrastructure Services Report No. R21/363 be received and noted.
2. The tender submission from Trazlbat Pty Ltd be accepted.
3. The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.

CARRIED

18.8 CONTRACT EXTENSIONS - RIVERVIEW CARAVAN PARK AND LAKEVIEW CARAVAN PARK

RESOLUTION 2022/44

Moved: Cr Dennis Brady
Seconded: Cr Megan Mortimer

That:

1. The Director Environment, Tourism and Economic Development Report No. R22/1 be received and noted.
2. The existing contract with P.R.O Management Pty Ltd for the operation and management of the Riverview and Lakeview Caravan Parks be extended from 31 January 2022 to 30 June 2022.
3. The Mayor and General Manager be authorised to sign a deed/contract with P.R.O Management Pty Ltd and affix the Council seal.

CARRIED

18.9 FINAL AUDIT MANAGEMENT LETTER FOR THE YEAR ENDED 30 JUNE 2021

RESOLUTION 2022/45

Moved: Deputy Mayor Paul Phillips

Seconded: Cr Elaine Bendall

That:

1. The Director Corporate & Community Services Report No. R22/12 be received and noted.
2. The responses to the Final Audit Management letter fye 30 June 2021 be noted.

CARRIED

MOTION

RESOLUTION 2022/46

Moved: Cr Melissa Rees

Seconded: Cr Melissa Blewitt

That Council donate \$2000 to Condobolin PAH & I Association Inc to hold the Sydney Royal Ag Shows NSW Young Woman Zone 6 Final in Condobolin on 5 March 2022.

CARRIED

It was noted by the General Manager that Allan Miles OAM has provided an indication of support from Council for the Memorial featuring Nurse Elizabeth McGregor. The General Manager has requested the Director of Infrastructure Services cost the request. The General Manager reminded the Councillors that there was \$4000 in reserve which was allocated to this project last year. Mr Allan Miles has indicated that an event will be held in March / April 2022.

The Meeting closed at 5.09pm.

The minutes of this meeting were confirmed at the Ordinary Council Meeting held on 23 February 2022.

.....

CHAIRPERSON

4 MAYORAL MINUTE**4.1 MAYORAL MINUTE - MEETINGS AND FUNCTIONS FEBRUARY****TRIM Number: R22/60****Author: Executive Assistant - General Management****MEETINGS AND FUNCTIONS ATTENDED BY THE MAYOR AND DEPUTY MAYOR - FEBRUARY**

3rd February – Meeting with Member for Barwon, Roy Butler MP, Council administration office, Condobolin

9th February – Audit Risk and Improvement Committee, Committee Room, Council administration building, Condobolin

9th February – Strategic Briefing, Condobolin Council Chambers, Condobolin

10th February – Eastern Metals Board, Council administration office, Condobolin

14th February – Bi-monthly Evolution Mining/Mayors meeting, Teams online meeting

16th February – Councillor Induction Day Part 1, Committee Room, Council administration building, Condobolin

16th February - LGNSW Mayoral Meeting - ALGA Federal Election Campaign, Teams online meeting

23rd February – Risk Appetite Workshop, Committee Room, Council administration building, Condobolin

23rd February – Ordinary Meeting of Council, Council Chambers Condobolin

ATTACHMENTS

Nil

RECOMMENDATION

That:

1. The Mayoral Minute No. R22/60 be received and noted.

5 PUBLIC FORUM

6 DISCLOSURE OF INTEREST

DRAFT

7 GENERAL MANAGER

7.1 DRAFT LSC TERMS AND CONDITIONS OF BUSINESS - GOODS AND SERVICES

TRIM Number: R22/48

Author: Governance and Risk Officer

PURPOSE

To present a draft Terms and Conditions of Business for contracts of Goods and Services under \$150,000.

SUPPORTING INFORMATION

Lachlan Shire Council (LSC) Terms and Conditions of Business - Goods and Services (attached).

BACKGROUND

Council regularly procures goods and services from suppliers who present their standard terms of business for acceptance by Council. This creates additional work to review and, in most cases, modify unfavourable conditions to protect Council's interests in the event of a supply dispute. To overcome this situation a standard terms of business document has been created which can be provided to suppliers when purchase orders for the supply of goods and services are issued.

ISSUES AND COMMENTS

The Terms and Conditions of Business cover all aspects of the supply of goods and/or services.

In particular, reference is made to Council policies and their application in the provision of goods and services by a supplier. Legal and policy compliance, contractual requirements and dispute resolution are addressed as well as standard terms for suppliers conducting business with Council.

These will be displayed on Council's website.

FINANCIAL AND RESOURCE IMPLICATIONS

Adopting these standard Terms and Conditions ensures Council's interests are protected financially in any procurement process.

LEGAL IMPLICATIONS

Council is required to comply with all relevant legislation. The Terms and Conditions as presented have been prepared and reviewed by Moore & Co Solicitors in consultation with Council staff. Adopting the standard Terms and Conditions endeavours to ensure Council's interests are protected.

RISK IMPLICATIONS

The Terms and Conditions of Business endeavour to minimise risk to Council.

STAKEHOLDER CONSULTATION

Relevant Council staff have been consulted with their recommendations reviewed and incorporated where appropriate.

OPTIONS

1. Adopt the LSC Terms and Conditions of Business as presented, or
2. Adopt the LSC Terms and Conditions of Business after further amendment.

CONCLUSION

The Terms and Conditions of Business are submitted for consideration by Council.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP No. 4.2.1 - Council is financially sustainable and provides services at a level expected by the community.

ATTACHMENTS

1. **Terms & conditions of Business - Goods and Services** [↓](#)

RECOMMENDATION

That:

1. The General Manager's Report No R22/48 be received and noted.
2. The Lachlan Shire Council Terms and Conditions of Business be adopted as presented.



LSC TERMS AND CONDITIONS OF BUSINESS – GOODS AND SERVICES



LACHLAN SHIRE COUNCIL

TERMS AND CONDITIONS OF BUSINESS GOODS AND SERVICES

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LSC TERMS AND CONDITIONS OF BUSINESS – GOODS AND SERVICES

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PURCHASE ORDER

Council	Name	Lachlan Shire Council
	Address	58-64 Molong Street, Condobolin NSW 2877
	ABN	82 815 250 829
	Telephone	(02) 6895 1900
	Email	council@lachlan.nsw.gov.au
	Representative / Contact	
Contractor	Name	
	Address	
	ABN	
	Telephone	
	Email	
	Representative / Contact	
Project Description		
Goods		
Services		
Delivery Point		
Delivery Time		
Rates/Fees		
Term		
Commencement Date		
Completion Date		
Further Terms		

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LSC TERMS AND CONDITIONS OF BUSINESS – GOODS AND SERVICES

1 DEFINITIONS

In these Terms and Conditions, the following terms have the following meanings:

In this Agreement, unless the context otherwise requires:

Agreement means the agreement between Council and the Supplier for the provision of the Services consisting of these Terms and Conditions and the Purchase Order.

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 2010* (NSW)) in Sydney.

Commencement Date means the date on which the provision of the Services will commence, as specified in the Purchase Order or if no date is specified, the date that the Purchase Order is made by Council.

Completion Date means the date by which the provision of the Services must be completed by the Supplier, as specified in the Purchase Order or in the RFQ.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in anyway related to, Council, including any information designated by Council as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information which:

- (1) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;
- (2) the Supplier can demonstrate was in its possession prior to the date of the Agreement;
- (3) the Supplier can demonstrate was developed by it independently of any disclosures previously made by Council;
- (4) is lawfully obtained by the Supplier on a non- confidential basis from a person who is not bound by a confidentiality agreement with Council or otherwise prohibited from disclosing the information to the Supplier; or
- (5) is required to be disclosed pursuant to Law, court order or other legal process.

Contract Materials means any materials (including any Intellectual Property) which the Supplier creates (whether alone or jointly with any other person) in performing the Services.

Council means Lachlan Shire Council. Party to this Agreement

Council's Policies means any of Council's policies as provided to the Supplier by Council or as detailed in the RFQ or as published on Council's website at:
<https://www.lachlan.nsw.gov.au/council/council-policies.aspx>

Data means all data, information, text, drawings, statistics, analysis and other materials embodied in any form which is:

- (1) supplied by or on behalf of Council in connection with this Agreement (Input Data); or
- (2) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Goods, the Services or the deliverables.

Delivery Point means the place where Goods are required to be delivered to by the Supplier as specified in the Purchase Order or detailed in the RFQ.

Delivery Time means the time that Goods are required to be delivered by, by the Supplier as specified in the Purchase Order or detailed in the RFQ.

Fees mean a fixed fee payable to the Supplier for the provision of the Goods and/or Services, as specified in the Agreement.

Force Majeure Event means an event that is beyond the reasonable control of the Supplier, including any natural disaster, fire, flood, accident, war, riot, act of terrorism, biohazard, a serious epidemic, or a change in legislation, but only to the extent that such events were beyond the Supplier's reasonable control. A force majeure event does not however include any obligation to pay money, a labour dispute or shortage of materials or labour.

Goods means the goods specified in the Purchase Order and as provided under this Agreement.

GSE Act means the Government Sector Employment Act 2013 (NSW).

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Health Privacy Principles means the health privacy principles set out in the *Health Records and Information Privacy Act 2002* (NSW).

ICAC means the commission established under the *Independent Commission against Corruption Act 1988* (NSW) and includes any other organisation that may, from time to time, perform the functions of the commission.

Information Protection Principles has the meaning given in the *Privacy and Personal Information Protection Act 1998* (NSW).

Insolvency Event means, in relation to the Supplier, any of the following:

- (1) anything that reasonably indicates that there is a significant risk that the Supplier is or will become unable to pay debts as they fall due;
- (2) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Supplier or any of its assets; or
- (3) the Supplier ceasing, or indicating that it is about to cease, carrying on business.

Intellectual Property Rights means all intellectual property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Law means:

- (1) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State or local or other government in force in the State of New South Wales, irrespective of where enacted including the WHS Laws; and
- (2) lawful requirements of any government or government department or other body or a governmental, semi-

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governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of a law.

Moral Rights has the meaning given to that term in the *Copyright Act 1968* (Cth) and includes a right of a similar nature that is conferrable by statute, and that exists or comes into existence anywhere in the world.

Overdue Amount means an amount (or part thereof) that:

- (1) is not, or is no longer, disputed;
- (2) is due and owing under a tax invoice properly rendered by the Supplier in accordance with this Agreement; and
- (3) which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party.

Pre-Existing Intellectual Property means all materials owned by or licensed to a party as at the date of the Agreement or developed by or on behalf of a party independently of the Agreement.

Privacy Code of Practice means a privacy code of practice as defined in, and compliant with, the *Privacy and Personal Information Protection Act 1998* (NSW).

Privacy Management Plan means any plan issued under Part 3 of the *Privacy and Personal Information Protection Act 1998* (NSW) and any policies or protocols issued by Council to ensure compliance with those standards.

Purchase Order means any form of order for purchase issued by Council for the provision of Goods and/or Services, made under or incorporating these Terms and Conditions.

Rates means:

- (1) the monetary amount (whether charged on an hourly, daily, weekly or other time or quantity-related basis) payable to the Supplier for the provision of the Services, as specified in the Purchase Order; or
- (2) the price per item of Goods supplied by the Supplier to Council pursuant to a Purchase Order.

RFQ means a Request For Quotation made by Council (if applicable).

Services means the services, and includes any deliverables provided as part of the services, specified in the Purchase Order and as provided under this Agreement.

State means the Crown in right of the State of New South Wales.

Supplier means the entity specified in the Purchase Order supplying the Goods or Services under the Agreement.

Supplier Code of Conduct means the Code of Conduct issued by the NSW Government for suppliers providing goods or services to the NSW Government (as amended from time to time).

Term means the duration of this Agreement from the Commencement Date to the Completion Date or otherwise as extended in accordance with clause 2.

Terms and Conditions means this document.

WHS Laws means each of:

- (1) Work Health and Safety Act 2011 (NSW);
- (2) Workers Compensation Act 1987 (NSW);
- (3) Workers Compensation Amendment Act 2015 (NSW);
- (4) Workers Compensation Legislation Amendment Act 2012 (NSW);
- (5) Workers Compensation Legislation Amendment Act 2018 (NSW);
- (6) Workplace Injury Management and Workers Compensation Act 1998 (NSW);
- (7) Work Health and Safety Regulation 2017;
- (8) Workers Compensation (Indexation of Amounts) Order 2013;
- (9) Workers Compensation (Indexation) Order 2019;
- (10) Workers Compensation Regulation 2016; and
- (11) Workers' Compensation (Dust Diseases) Regulation 2018.

2 TERM OF AGREEMENT

- (1) Each Purchase Order:
 - (a) sets out the terms of an agreement between Council and the Supplier in relation to its subject matter and incorporates these Terms and Conditions (Agreement); and
 - (b) constitutes a separate binding Agreement between the parties in relation to its subject matter.
- (2) Subject to 2(3) and (4) below, the Agreement begins on the Commencement Date and continues until the Completion Date or earlier termination in accordance with this document.
- (3) If no Completion Date is specified, the Agreement will end when all Goods and/or Services have been received, delivered or completed (as the context may require), and all payments required to be made under the Agreement have been made.
- (4) A party may submit a written request to the other party to extend the Agreement beyond the Completion Date. Any extension of the Agreement agreed to between the parties must be in writing.

3 SUPPLY OF GOODS

3.1 Supply and Delivery of Goods

- (1) The Supplier must supply the Goods to Council in accordance with:
 - (a) this Agreement;
 - (b) any variations to this Agreement agreed in writing by Council;
 - (c) any relevant Australian standards and Laws; and
 - (d) any reasonable directions given by Council.
- (2) The Supplier must deliver the Goods to the Delivery Point by the Delivery Time as set out in the Purchase Order.

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Acceptance of the Goods will not be taken to have occurred until either:

- (a) Acceptance is acknowledged in writing by Council; or
- (b) Acceptance is deemed to have occurred in accordance with clause 3.2.

3.2 Acceptance or rejection of Goods

(1) If Council does not give written notification of either acceptance or rejection of the Goods within 30 days of delivery, acceptance of the Goods will be deemed to have occurred on the date of delivery.

- (2) If the Goods:
- (a) do not conform with this Agreement; or
 - (b) on delivery are damaged, unfit for purpose or not of merchantable quality,

Council may reject the Goods by giving written notice (including reasons for rejection) to the Supplier within 30 days of delivery. Council is not obliged to pay for any Goods that are rejected in accordance with this clause.

(3) The Supplier must, at its cost, collect and remove any rejected Goods as soon as practicable following notification. If the Supplier fails to collect and remove the rejected Goods within a reasonable time, Council may return the Goods to the Supplier at the Supplier's expense, or, following further notification, destroy the rejected Goods or otherwise dispose of the rejected Goods in its discretion.

4 PROVISION OF SERVICES

4.1 Provision of Services to Council

(1) The Supplier must provide the Services to Council in accordance with:

- (a) this Agreement;
- (b) any variations to this Agreement agreed in writing by Council;
- (c) any relevant Australian standards and Laws; and
- (d) any reasonable directions given by Council from time to time.

(2) The Supplier must:

- (a) complete the Services by the Completion Date and any other date(s) for delivery of the Services specified in the Purchase Order;
- (b) promptly notify Council as soon as it becomes aware of any delay or possible delay in the supply of Services in accordance with the Agreement;
- (c) provide fitful purpose Services in a timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent expert and experienced provider of services that are similar to the Services; and
- (d) used appropriately skilled and qualified Personnel to provide the Services.

4.2 Acceptance or rejection of Services.

(1) After performance of the Services or delivery of any deliverable provided as part of the Services, Council will

undertake such reviews as it considers necessary to determine whether the Services or deliverables are fit for purpose and comply with this Agreement. After reviewing the Services or deliverables, Council may notify the Supplier in writing:

- (a) of its acceptance of the Services or deliverables if it is satisfied that the Services or deliverables are fit for purpose and comply with this Agreement; or
- (b) if the Services or deliverables are not fit for purpose or do not comply with this Agreement, in which case clause 4.2(2) will apply.

(2) If Council notifies the Supplier that the Services or deliverables are not fit for purpose or do not comply with this Agreement, the Supplier must promptly rectify the non-compliance following which Council will undertake further review of the Services or deliverables under clause 4.2(1). This process will continue until, at Council's discretion, Council:

- (a) waives, in writing, the requirement for the Services or deliverables to comply with this Agreement;
- (b) is satisfied that the Services or deliverables comply with this Agreement and accepts the Services or deliverables in accordance with clause 4.2(1)(a);
- (c) conditionally accepts the Services or deliverables, subject to the Supplier agreeing to rectify the non-compliance within a reasonable time frame and on such terms as Council specifies; or
- (d) subject to Council having provided the Supplier with at least two opportunities to rectify the non-compliance under clause 4.2(1)(b), immediately terminate the Agreement by written notice to the Supplier.

(3) If Council terminates this Agreement under clause 4.2(2)(d), Council will be entitled to a full refund of all monies paid to the Supplier in respect of the Services or deliverables which Council is unable to use following termination.

5 PRICE FOR THE GOODS AND/OR SERVICES

- (1) The Rates and Fees payable for the Goods and/or Services are fixed, and inclusive of all taxes (excluding GST), for the duration of the Agreement.
- (2) The Rates and Fees are inclusive of all transportation, courier and postage costs.
- (3) The Supplier must not charge Council for any additional fees or charges, or recover any expenses or other costs from Council over and above the Rates and the Fees set out in a Purchase Order.

6 TITLE AND RISK

- (1) Title in the Goods will pass to Council upon acceptance of the Goods.
- (2) Risk in the Goods will pass to Council when the Goods are delivered to the Delivery Point.

7 INVOICING AND PAYMENT

(1) Upon completion of the Services and/or delivery of the Goods, or as otherwise specified in the Purchase Order, the

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Supplier must submit an invoice to Council at the address specified in the Purchase Order. Each invoice submitted by the Supplier must contain all information required in a tax invoice for the purposes of the GST Act, together with such other information as Council may reasonably require.

- (2) On or following acceptance of the Goods and/or Services, Council will pay the invoiced amount, less any amount required by Law, within 30 days of receipt of an accurate invoice.
- (3) If Council disputes the invoiced amount, it must pay the undisputed amount (if any) and notify the Supplier of the amount in dispute. The parties will endeavour to resolve any such dispute in accordance with clause 20.
- (4) Council may withhold, from any amount payable to the Supplier pursuant to an invoice issued to Council in compliance with clause 7(1), any amount Council reasonably claims is payable by the Supplier to Council whether in relation to the Agreement, or any other matter.
- (5) Payment of an invoice is not to be taken as evidence that the Goods and/or Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
- (6) Simple interest, at the total rate of interest (market rate plus premium rate) fixed for the time being by Revenue NSW, accrues on a daily basis on any Overdue Amount and is payable by Council to the Supplier on demand.

8 FAILURE TO PERFORM

- (1) If the Supplier fails to perform any Services or deliver any deliverable(s) and/or Goods in accordance with this Agreement, Council:
 - (a) will not be required to pay for those Services, deliverable(s) and/or Goods until they are provided in accordance with the Agreement; and
 - (b) may issue a notice to the Supplier requiring the Supplier to remedy any default or re-perform the Services or deliverable(s) within the time specified by Council (which time must be reasonable having regard to the nature of the relevant Services or deliverable(s)).
- (2) If:
 - (a) the default referred to in clause 8(1) above is incapable of being remedied or re-performed; or
 - (b) the Supplier fails to remedy the default or re-perform the non-compliant Service(s) or deliverable(s) within the time specified in the notice issued under clause 8 (1) (b).

Council may either have the Services or deliverable(s) remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by Council in doing so.
- (3) Nothing in this clause 8 derogates or otherwise limits any other remedy available to Council at Law.

9 INTELLECTUAL PROPERTY RIGHTS

- (1) The Supplier irrevocably and unconditionally grants to Council a non-exclusive, perpetual, royalty free, worldwide and transferable licence (including the right to sub-licence)

to use any Intellectual Property Rights in relation to any Goods supplied to the extent necessary to allow the Council the full use and enjoyment of those Goods and the Supplier must, upon request by Council, do all things as may be necessary (excluding executing any documents) to give full effect to such rights.

- (2) Ownership of any Contract Materials will vest in the Supplier from the time of its creation. The Supplier irrevocably and unconditionally grants to Council a perpetual, non-exclusive, royalty-free, worldwide and transferable licence (including the right to sub-licence) to exercise all Intellectual Property Rights in the Contract Materials to the extent necessary to allow Council the full use and enjoyment of the Services.
- (3) All Pre-Existing Intellectual Property used by the parties in connection with the provision of the Services or the delivery of the Goods or the creation of Contract Materials remains the property of the relevant party or its licensors.
- (4) The Supplier hereby irrevocably and unconditionally grants to Council a perpetual, non-exclusive, royalty-free, worldwide and transferable licence (including the right to sub-licence) to use any of the Supplier's Pre-Existing Intellectual Property incorporated in or otherwise required to use the Contract Materials or the Services.
- (5) Council grants to the Supplier a non-exclusive, non-transferable, royalty-free licence to use Council's Pre-Existing Intellectual Property for the sole purpose of performing, and only to the extent required to perform, the Services and comply with its obligations under the Agreement during the Term.
- (6) The Supplier undertakes that the Goods and/or Services may be used in any way by Council, without identifying any person as the individual responsible for creating any particular material comprised in it, without infringing the Moral Rights of any person.
- (7) The Supplier must, upon request by Council, do all things necessary (including executing any documents) to give full effect to this clause 9.

10 DATA

- (1) Data will remain (and, if necessary, will become) the property of Council.
- (2) The Supplier will assign to Council from the date of creation all Intellectual Property Rights in any Data created by or on behalf of the Supplier.
- (3) The Supplier must only use the Data to the extent necessary to perform its obligations under the Agreement.

11 INDEMNITY

- (1) The Supplier indemnifies, and will at all times keep Council and each of its Personnel indemnified, against any liabilities, losses, damages, costs and expenses (including all legal and settlement costs determined on a full indemnity basis) or compensation arising out of, or in any way in connection with, any:
 - (a) personal injury, including sickness and death;
 - (b) property damage;

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- (c) breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
 - (d) fraudulent acts or omissions;
 - (e) wilful misconduct or unlawful act or omission;
 - (f) breaches of logical or physical security;
 - (g) loss or corruption of Data;
 - (h) failure to comply with the WHS Laws or other Laws;
 - (i) third party claim arising out of a breach of the Agreement by the Supplier or its Personnel (including breach of warranty) or any negligent act or omission of the Supplier or its Personnel; or
 - (j) infringement or alleged infringement of the Intellectual Property Rights or any other rights of any person, including any third party,
for which Council or any of Council's Personnel may become liable which was caused, or contributed to by, any act or omission of the Supplier or any of the Supplier's Personnel.
- (2) The Supplier's liability to indemnify Council under clause 11(1) is reduced to the extent that any wilful, unlawful or negligent act or omission of Council or its Personnel contributed to the liability, loss, damage, cost, expense or compensation.
- (3) To the extent that the indemnity in clause 11(a) refers to persons other than Council, this Agreement operates as a deed poll in relation to those third parties.

12 WARRANTIES

The Supplier represents and warrants to Council that:

- (1) **(Capacity)** it has the right to enter into the Agreement and perform the Services;
- (2) **(Purpose)** where Council has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;
- (3) **(Conflict)** it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement.
- (4) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the supply of Goods and the provision of the Services and to grant to Council the licences contemplated by this Agreement;
- (5) **(Trust)** it has not entered into the Agreement on behalf of a trust; and
- (6) **(No infringement)** the receipt of the Services and the possession or use of any Goods or deliverables by Council will not infringe the Intellectual Property Rights or other rights of any person.
- (7) **(Legal Compliance)** the provision of all Goods and Services to Council under this Agreement will be in strict compliance with all Laws including the WHS Laws.

- (8) **(Descriptions are accurate)** all Data, measurements, specifications and details quoted in catalogues, brochures, descriptive literature, quotations, offers or tenders provided or shown to Council before entering into a Purchase Order are accurate and correct.
- (9) **(No encumbrance)** the provision of all Services and deliverables and the supply of all Goods to Council under this Agreement will include the transfer of free and unencumbered legal and equitable title in those Goods and/or Services to Council, except where this Agreement specifically provides otherwise.

13 TERMINATION

- (1) Council may terminate the Agreement with immediate effect (or with effect from a specified date), by giving notice in writing to the Supplier if the Supplier:
 - (a) fails to provide the Goods and/or Services in accordance with the Agreement;
 - (b) breaches any provision of the Agreement and, where that breach is capable of remedy, fails to remedy the breach within 10 Business Days after receiving written notice requiring it to do so (or such later date as may be specified in that notice);
 - (c) breaches any provision of the Agreement that is not capable of remedy;
 - (d) or any of its Personnel involved in the provision of the Goods/or Services commits fraud, dishonesty or any other serious misconduct or breaches Council's Policies or fails to follow any reasonable direction made on Council's behalf including any site specific work health and safety rules or requirements;
 - (e) commits any act or does anything that may be prejudicial or otherwise detrimental to the reputation of Council; or
 - (f) suffers from an Insolvency Event.
- (2) Council may terminate the Agreement without cause by notice to the Supplier.
- (3) If the Agreement is terminated pursuant to clause 13(2), Council will pay the Supplier:
 - (a) for the Goods/or Services performed or delivered in accordance with the Agreement up to the date of the termination; and
 - (b) the unavoidable and substantiated out-of-pocket costs incurred by the Supplier as a direct result of the termination, excluding any loss of profit,
and Council has no other liability to the Supplier in relation to that termination.
- (4) When Council issues a notice under clause 13(2), the Supplier will immediately comply with any directions given in the notice and do all that is possible to mitigate its losses arising from the termination of the Agreement.
- (5) The Supplier may terminate the Agreement by giving at least 20 Business Days written notice to Council if Council fails to pay amounts due under this Agreement.
- (6) Termination or expiry of this Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination or expiry.

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(7) On termination or expiry the Supplier must immediately, following instructions by Council, cease using all materials that contain any Data or Confidential Information by either destroying the materials or returning the materials at no additional cost to Council.

Privacy Obligations) with respect to any act done or practice engaged in by the Supplier for the purposes of the Agreement, in the same way and to the same extent as the Privacy Obligations would have applied to Council in respect of that act or practice had it been directly done or engaged in by Council.

14 INSURANCE

- (1) The Supplier must obtain and maintain insurance cover during the Term and, if requested by Council, for a period of up to 7 years after the Services have been completed, sufficient to cover any loss or costs that may be incurred and for which the Supplier may be liable in connection with the Agreement, including professional indemnity and, if applicable, public and product liability insurance to the value specified in the Purchase Order or, if no value is specified, twenty million dollars (\$20,000,000) for each event.
- (2) The Supplier must obtain and maintain insurance cover, at the time of delivery of the Goods and, if requested by Council, for a period of up to 7 years after the Goods are delivered, sufficient to cover any loss or costs that may be incurred and for which the Supplier may be liable in connection with the Agreement, including product liability insurance to the value specified in the Purchase Order or, if no value is specified, to the value sufficient to cover any loss or costs that may be incurred, and, if applicable, public liability insurance. Product liability insurance must be maintained for the longer of any warranty period and three years from acceptance of the Goods.
- (3) On request, the Supplier must, within 10 Business Days, provide Council with evidence of the currency of any insurance it is required to obtain under this Agreement.
- (4) Where the required insurance is due to expire, on request by Council, the Supplier must provide evidence of the replacement insurance prior to the expiry of the initial insurance.

16 ACCESS

When at Council's premises, the Supplier must, and must ensure that its Personnel:

- (1) protect people and property;
- (2) prevent nuisance;
- (3) act in a courteous, safe and lawful manner;
- (4) comply with Council's Policies;
- (5) comply with any site specific safety requirements of Council (as notified to the Supplier); and
- (6) comply with any lawful directions of Council or its Personnel.

15 CONFIDENTIALITY, PRIVACY AND DATA PROTECTION

- (1) The Supplier and its Personnel must keep the Confidential Information confidential and secure and must not disclose or otherwise make available any Confidential Information to any other person.
- (2) The Supplier consents to Council publishing or otherwise making available information in relation to the Supplier (and the provision of the Services);
 - (a) as may be required to comply with requirements of the Office of Local Government or other governmental entity requiring such disclosure;
 - (b) to other NSW public entities or Ministers of the State in connection with the use of the Goods and/or Services;
 - (c) to any public sector agency (of the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Supplier;
 - (d) to comply with Law; or
 - (e) to the ICAC.
- (3) The Supplier acknowledges that it will be bound by the Information Protection Principles, Health Privacy Principles and any applicable Privacy Code of Practice (together,

17 SUBCONTRACTING

- (1) The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of Council (which may be given conditionally or withheld in its absolute discretion).
- (2) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.
- (3) The Supplier must satisfy itself and warrant to Council that any subcontractor it engages in accordance with this document has the necessary suitability, reliability, safety systems, expertise and financial standing to carry out the work to be subcontracted.
- (4) Notwithstanding any other provision of this Agreement, Council will not be required to make a payment to the Supplier unless prior to the due date of each payment the Supplier has provided to Council a statement in the form required by Council stating that all remuneration payable to the Supplier's employees and subcontractors in relation to work done in connection with the Purchase Order has been paid.

18 COMPLIANCE WITH LAW AND POLICY

- (1) The Supplier must, in performing its obligations under the Agreement, comply with the Laws relevant to the provision of Goods and/or Services by the Supplier under the Agreement.
- (2) Where, in the course of providing the Services, the Supplier or its Personnel:
 - (a) supervise or work with Council's Personnel;
 - (b) undertake work that is of a similar nature to the work undertaken by Council's Personnel at a premises or

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- location generally regarded as a public sector workplace; or
- (c) use or have access to public sector resources or information that are not normally accessible or available to the public.
- the Supplier must (and must ensure that its Personnel) comply with the core values identified in section 7 of the GSE Act.
- (3) The Supplier acknowledges that:
- (a) Council has a wide range of policies which may apply to the Supplier and which will either be provided directly to the Supplier by Council in connection with the Agreement or are available for review at <https://www.lachlan.nsw.gov.au/council/council-policies.aspx> (Council's Policies);
- (b) The following of Council's Policies may be of particular relevance to the Supplier:
- (i) Fraud and Corruption Policy;
 - (ii) Gifts, Benefits and Bribes Policy;
 - (iii) Local Preference Purchasing Policy;
 - (iv) Conflict of Interest Policy;
 - (v) Contract Management Policy;
 - (vi) Code of Conduct;
 - (vii) Procurement Policy;
 - (viii) Statement of Business Ethics Policy; and
 - (ix) Work Health and Safety Policy.
- (c) Council's Policies listed in clause 3(b) are an important part of Council's approach to procurement and describe Council's minimum expectations regarding the conduct of Suppliers;
- (d) it has read and aspires to comply with Council's Policies, to the extent they apply to the Supplier; and
- (e) the expectations set out in Council's Policies are not intended to reduce, alter or supersede any other obligations which may be imposed on the Supplier, whether under the Agreement or at Law.

19 GST

- (1) The terms used in this clause have the same meanings given to them in the GST Act.
- (2) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Agreement are exclusive of GST.
- (3) If GST is imposed on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for the taxable supply.
- (4) Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with the Agreement.

20 DISPUTE RESOLUTION

- (1) If any dispute arises under or in connection with this Agreement (Dispute), either party may at any time give written notice to the other (Dispute Notice) requesting that a meeting take place to seek to resolve the Dispute in good faith.
- (2) If the Dispute is not resolved in 15 Business Days it will be referred to mediation (Mediation) conducted by the Australian Disputes Centre (ADC) in accordance with the ADC mediation guidelines (Guidelines) with each party bearing their own cost.
- (3) If the parties fail to settle the Dispute at Mediation, the parties may agree to submit the dispute for resolution to final and binding arbitration.
- (4) The parties will continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

21 FORCE MAJEURE

- (1) Subject to clause 21(2), neither party will be liable to the other to the extent that a party is prevented from complying, or its ability to comply with this Agreement is delayed due to a Force Majeure Event.
- (2) Clause 21(1) does not apply to the extent that a failure to comply with this Agreement is caused by:
- (a) the wrongful act or wrongful omission of the Supplier or the Suppliers failure to act in a proper and prudent manner;
 - (b) a circumstance or its effects which could have been prevented, overcome or remedied by the Supplier exercising reasonable precautions and the standard of care and diligence expected of an experienced and competent Supplier;
 - (c) breakdown or unavailability of the Suppliers plant and equipment; or
 - (d) failure by the Supplier to reach agreement with any third party necessary to enable the Supplier to perform its obligations under this Agreement.
- (3) If the Supplier's ability to comply with its obligations under this Agreement is affected by a Force Majeure Event the Supplier must:
- (a) promptly notify Council as soon as it becomes aware that it is (or is likely to be) so affected, giving reasonable details of the Force Majeure Event and the obligations that will be affected;
 - (b) take all reasonable steps to prevent, limit and minimise the effect of the Force Majeure Event on its obligations and comply again with its obligations as soon as reasonably possible, and
 - (c) keep Council informed of the expected duration of the effect of the Force Majeure Event and the steps it takes to comply with clause 21(3)(b).

22 GENERAL

- (1) The Agreement is governed by and is to be construed in accordance with the Laws. Each party irrevocably and

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- unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- (2) Time is of the essence in relation to the provision of the Services.
- (3) The Agreement may only be varied or replaced by a written document executed by the parties.
- (4) A waiver of any right, power or remedy under the Agreement must be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Agreement does not amount to a waiver.
- (5) Any provision of the Agreement which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- (6) Council may set off against any sum owing to the Supplier under the Agreement any amount then owing by the Supplier to Council.
- (7) Subject to clause 22(8), a party may not assign any right under the Agreement without the prior written consent of the other party. The Supplier will be responsible for acts and omissions of any assignee.
- (8) Council may, by notice in writing to the Supplier, assign its rights, transfer its obligations or novate the Agreement to any NSW governmental entity in the event of any local government restructure or other re-organisation or change in policy.
- (9) A Purchase Order does not imply or represent an exclusive arrangement for the provision of Goods and/or Services by the Supplier to Council.

23 ENTIRE AGREEMENT

- (1) In the event and to the extent of any inconsistency between these Terms and Conditions and the Purchase Order, the Purchase Order will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the Terms and Conditions without otherwise diminishing the enforceability of the remaining provisions of the Terms and Conditions.
- (2) This Agreement contains everything the parties have agreed in relation to the Services. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.

24 SURVIVAL

Clauses 1, 5, 7, 9, 10, 11, 12, 13(3), 13(4), 13(6), 13(7), 14, 15, 17(2), 20, 22, 23, 24, and 25 of this Agreement survive the termination or expiry of this Agreement or the completion of the provision of Services and may be enforced at any time.

25 INTERPRETATION

- Unless expressed to the contrary, in this Agreement:
- (1) words in the singular include the plural and vice versa;
 - (2) any gender includes the other genders;
 - (3) if a word or phrase is defined its other grammatical forms have corresponding meanings;
 - (4) 'includes' and 'including' are not words of limitation;
 - (5) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
 - (6) the obligations of the Supplier, if more than one person, under the Agreement are joint and several and each person constituting the Supplier acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of the Agreement, of the other as if those acts or omissions were its own;
 - (7) the rights of the Supplier, if more than one person, under the Agreement, including the right to payment, jointly benefit each person constituting the Supplier (and not severally or jointly and severally); and
 - (8) a reference to:
 - (a) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (b) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (c) any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision; and
 - (d) a party or parties is a reference to Council and the Supplier (as the case requires).

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7.2 MINUTES FROM THE ORDINARY COUNCIL MEETING ON 27 OCTOBER 2021**TRIM Number: R22/53****Author: General Manager****PURPOSE**

To inform Council of a typographical error in the minutes of resolution 2021/233 from the Council meeting on 27 October 2021 and to seek approval to correct the error.

SUPPORTING INFORMATION

Copy of Resolution 2021/233

BACKGROUND

At the Ordinary Council meeting held at Tottenham on 27 October 2021 Council considered report number 8.4 Donations and resolved.

1. 8.4 DONATIONS**RESOLUTION 2021/1**

Moved: Cr Peter Harris

Seconded: Cr Melissa Blewitt

That

1. The Director of Corporate and Community Services Report No. R21/296 be received and noted.
2. Council determine the amount of sponsorship to be provided to:
 - a. Ronald McDonald House Charities Orange. \$600
 - b. Condobolin Chamber of Commerce. 3000k from the events budget.

Councillor Hall asked for his name to be recorded against the motion, 2.b.

CARRIED

ISSUES AND COMMENTS

The minutes of the Ordinary Council meeting held on 27 October 2021 contain a typographical error at Resolution 2021/233 2. b. where the donation value recorded reads 3000k. The correct figure should read \$3,000.

Council approval is requested to correct the typographical error in the minutes.

FINANCIAL AND RESOURCE IMPLICATIONS

Nil

LEGAL IMPLICATIONS

The minutes should accurately reflect the decisions of Council

RISK IMPLICATIONS

None identified

STAKEHOLDER CONSULTATION

Not applicable

OPTIONS

Not applicable

CONCLUSION

Resolution number 2021/233 from the Council meeting on 27 October 2021 should be amended to correct a typographical error in the minutes.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP No. 4.2 Strong effective and responsive Council.

ATTACHMENTS

Nil

RECOMMENDATION

That:

1. The General Manager's report no. R22/53 be received and noted.
2. Council approve the correction of resolution 2021/233 to read \$3,000.

7.3 ALGA FEDERAL ELECTION PRIORITIES 2022

TRIM Number: R22/55

Author: General Manager

PURPOSE

To provide Council with information on the Australian Local Government Association's (ALGA) proposed advocacy agenda for the upcoming federal election and seek a resolution from Council to support the proposed priorities.

SUPPORTING INFORMATION

A copy of the ALGA "Don't Leave Local Communities Behind" document is attached.

BACKGROUND

In the lead up to each federal election the Australian Local Government Association prepares a document of local government priorities to question the policy position of political parties and candidates. The purpose of this campaign is to raise the profile of local government issues at the federal level in the expectation that federal policies and actions can be developed or tailored to assist local government to deliver services for their communities.

ISSUES AND COMMENTS

The Australian Local Government Association proposes 5 key themes for consideration by the incoming federal government, which are;

1. Economic Recovery – Increase Financial Assistance Grants to 1% of Commonwealth taxation.
2. Transport and Community Infrastructure – Invest \$500 million per year for four years extending the Local Road and Community Infrastructure Program plus other initiatives.
3. Building Resilience – Provide \$200 million per year for four years for targeted disaster mitigation plus other initiatives.
4. Circular Economy – Provide \$100 million per year for four years to fund local government circular innovation projects and support communities to reuse wherever possible.
5. Inter-government Relations – To reinstate local government to the primary intergovernmental forum in Australia, National Cabinet, and ensure local government's ongoing voting membership of other Ministerial forums.

The success of this campaign would have a considerable impact on the financial sustainability and relevance of local government in today's society.

FINANCIAL AND RESOURCE IMPLICATIONS

Preparation of project proposal would be undertaken by staff within existing budgets.

LEGAL IMPLICATIONS

None identified.

RISK IMPLICATIONS

None identified.

STAKEHOLDER CONSULTATION

Nil

OPTIONS

Council can resolve to adopt the motion as requested by ALGA or not support the motion.

CONCLUSION

ALGA has proposed an advocacy program for the upcoming Federal election and has asked all local government councils in Australia to resolve their support for the program.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 4.2 Strong Effective and Responsive Council

ATTACHMENTS**1. ALGA Federal Election Priorities** [↓](#)**RECOMMENDATION**

That:

1. The General Manager's Report No. R22/55 be received and noted.
2. Council supports the national funding priorities of the Australian Local Government Association (ALGA), which would contribute an estimated \$6.39 billion per year to Australia's GDP and create 42,975 jobs; and
3. Agree to support and participate in the Australian Local Government Association's advocacy for their endorsed national funding priorities by writing to the Federal Member(s) of Parliament, all known election candidates in local Federal electorates and the President of the Australian Local Government Association to:
 - a. express support for ALGA's funding priorities.
 - b. identify priority local projects and programs that could be progressed with the additional financial assistance from the Federal Government being sought by ALGA; and
 - c. seek funding commitments from the members, candidates and their parties for these identified local projects and programs.



DON'T LEAVE LOCAL COMMUNITIES BEHIND!

Federal Election Priorities

Successfully delivering for Greater Sydney communities



Rouse Road footbridge (\$22 million), Blacktown City Council, NSW

Blacktown City Council Mayor Tony Bleasdale said the opening of the Rouse Road Bridge in 2019 - partially funded through the Commonwealth's Bridges Renewal Programme - solved a number of significant problems and that the bridge was a major access point for the Tallawong Metro station and Rouse Hill Anglican College.

"This area is experiencing rapid growth and the old causeway was an enormous traffic bottleneck and a serious safety concern for pedestrians and motorists alike during times of heavy rain," Cr Bleasdale said.

"Blacktown City Council had the bridge planned for some time, but needed to wait for available funding. The Australian Government grant enabled the work to be fast-tracked."

Authorised by Matt Pinnegar Chief Executive Officer of ALGA.

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15	Intergovernmental Relations

Introduction: Linda Scott, ALGA President

As our nation faces social and economic challenges unseen in peace-time Australia, Australians need their decision-makers working together.

They want, expect, and need pragmatic policy making that delivers a locally led recovery from COVID-19, and a focus on opportunity rather than austerity from this economic crisis.

In total (including direct and flow-on impacts), the funding priorities we've proposed in this document are estimated to contribute at least \$6.39 billion per annum on average to Australia's Gross Domestic Product (GDP), as well as support an average of 42,975 full time equivalent (FTE) jobs per annum across Australia over a four-year period.

By working with Australian councils – the level of government closest to its community – a future Federal Government can put steps in place to guarantee no local community is left behind as we recover from COVID-19.

DON'T LEAVE LOCAL COMMUNITIES BEHIND!

The COVID-19 pandemic that shook Australia in March 2020 has imposed new physical, social, and economic realities in Australia.

Occurring almost simultaneously with the Black Summer fires, floods, and drought, the pandemic helped trigger Australia's first recession in nearly 30 years.

It has led to unprecedented Commonwealth, state and local government economic support for those most affected by the economic and social impacts, but the cumulative shocks to our system – exacerbated by the Delta variant and a mammoth vaccination task – have presented all governments with significant financial challenges, which local governments are unable to face without the support of the Commonwealth.



Councillor Linda Scott
President of the Australian Local Government Association

Businesses closed their doors and laid off staff, families lost income, and individuals were left isolated from friends and loved ones.

Unwelcome as the pandemic was, it has also revealed the adaptability, innovation, and resilience of our nation and its citizens.

Through stay-at-home orders in place, our homes became our offices, schools, and lecture halls, and many have faced unemployment or uncertainty about how to pay the rent or support our families.

Within days of the announcement of lockdowns and health restrictions, we took difficult but necessary steps to protect our communities from the risks of infection – educating people about the need for social distancing and providing masks and food for communities.

We used our own limited funding to provide financial support to local small businesses directed to close because of COVID-19 restrictions, and organised vouchers for aged and other vulnerable locals to redeem at participating local cafes and restaurants struggling to stay in business.

We supported our communities to innovate, quickly adapting in a way only local governments can.

As communities and businesses “pivoted”, we saw the adaptability that characterises local government.

Recognising that broad economic stimulus and job-creation programs were the keys to community recovery, local governments accelerated local employment-generating programs.

We partnered with other governments to roll out targeted capital works to improve road safety, rejuvenate or upgrade local community assets, and enhance our local parks, footpaths and community open spaces.

Forced to contemplate what the future might look like post-COVID, many Australians believe our communities should be restored not to what they were, but to what they could be.

A successful national recovery is a recovery that will be made up of thousands of smaller locally driven recoveries led by local governments in partnership with funding partners: private, philanthropic, state, territory and federal.

To sustain such a recovery and ensure it is felt across all communities regardless of size or location, we need a stronger, more equal partnership between governments. Our local communities need more investment, and they need to have a greater say in decision-making about their futures.

All spheres of government, elected and administrative, must work together to ensure that economic recovery post-COVID does not falter.

We have a once-in-a-lifetime opportunity to build a better future: one that bolsters community connection, wellbeing and resilience.

This document lays out a series of offers to the next incoming government, alongside a set of asks.

They build upon local government’s strengths and its proven track record of working in partnership to deliver for Australian communities and national productivity.

The policies contained in these election priorities have been assessed by independent economists, who were engaged to model the contribution to the Australian economy from each priority investment as well as articulate the socio-economic benefits these programs can be expected to deliver.

They are exactly what is needed to ensure local communities of all sizes are in a strong position to drive the inclusive recovery all Australians want and that leaves no community behind.

Local government can lead and deliver the strong community-focused recovery from COVID-19 by:

- leading local economic growth;
- delivering stimulus projects that generate local jobs, support local businesses and boost productivity;
- enabling economic growth through the development of a circular economy;
- building community resilience to disasters and climate change; and
- facilitating community wellbeing.

	Local Government Offer to the Australian Government	Local Government Ask of the Australian Government
Economic Recovery	To partner with the Federal Government to create more jobs, while addressing the nation's skills shortage through training and upskilling Australian workers.	To commit to a progressive increase in Financial Assistance Grants to at least one percent of Commonwealth taxation revenue (at least \$4.5 billion per year), and an initial injection of additional Financial Assistance Grants funding.
Transport and Community Infrastructure	To partner with the Federal Government to create infrastructure that will improve the safety, liveability and productivity of our communities, while contributing to Australia's economic recovery.	To invest \$500 million per year for four years extending the Local Roads and Community Infrastructure Program, while increasing roads funding and improving digital connectivity in our regions. To invest in an innovative housing partnerships of \$200m over four years to support affordable housing in communities.
Building Resilience	To partner with the Federal Government to grow the resilience in our communities, mitigate against the impacts of future disaster events, while focussing on local opportunities to reduce our carbon emissions and to Close the Gap between Indigenous Australians and the nation.	To provide \$200 million per year for four years for a targeted disaster mitigation program, while establishing a \$200 million Local Government Climate Partnership Program and supporting all councils to implement Closing the Gap targets with \$100 million per annum over four years.
Circular Economy	To identify and implement opportunities to reduce waste sent to landfill and support the development of a circular economy that will deliver environmental and economic benefits for all our communities.	To provide \$100 million per year for four years to fund local government circular innovation projects, and support our communities to reuse wherever possible.
Inter-governmental Relations	To provide a local, place based community perspective to intergovernmental deliberations to ensure that decisions are responsive to local needs and have regard to the great diversity between communities.	To reinstate local government representation to the primary intergovernmental forum in Australia, the National Cabinet, and ensure local government's ongoing voting membership of other Ministerial forums.

Economic Recovery

Government responses to COVID-19 over the past two years have been overwhelmingly concentrated on averting a health and economic crisis. 2022 and the years beyond are set to be dominated by discussions and decisions around economic recovery.

New policies and strategies will be required to ensure all Australians can be employed in secure, meaningful, and sustainable jobs.

With our footprint across the nation and a workforce that encompasses 394 occupations, local governments provide an ideal catalyst for growing jobs.

We are also the ideal vehicle for co-investment in new job-creation initiatives.

Increased federal funding and investment will help councils roll out new local economic stimulus projects and give us the ability to cut the red tape that might potentially be slowing or blocking other investments planned for communities across Australia.

We would be able to create more jobs, including traineeships and apprenticeships, to address an emerging skills gaps in local government that threatens to slow decentralisation efforts aimed at rejuvenating regional and rural Australia.

Longer term certainty with Federal funding will enable Council's to invest in workforce planning and training.

In many communities, we are proud to be a major employer of Aboriginal and Torres Strait Islander peoples. Local governments are willing to support opportunities for skill training, new jobs, and business opportunities for indigenous people and their communities to help close the gap on indigenous disadvantage.

An added benefit of increased federal funding to local government is that it will help achieve equitable levels of services across all parts of Australia, build community resilience and wellbeing, and improve productivity-generating infrastructure.

Don't leave our regional communities behind



Commonwealth Financial Assistance Grants support equitable service levels for all Australians and ensure that no community is left behind.

These grants are particularly vital in many regional communities, but over the past twenty years they have significantly declined as a share of total Commonwealth taxation revenue.

North Burnett Regional Council Mayor Rachel Chambers, pictured, said a number of factors including amalgamation, changes to Financial

Assistance Grants, and increasing depreciation expenses placed the region in a predicament, and could cost local jobs in her community.

"Our back is against the wall. We're running out of money, we're running out of options to save jobs, and we're running out of time," she said. "We have to use depreciation as an expense so our expenses have increased and that has been an issue. Then we have had budget cutbacks by the state and federal governments over the years."

Economic Recovery

Failure to secure future federal funding creates the real risk of communities being disproportionately impacted in this period of economic recovery.

Councils are also grappling with the budget repair challenges that are facing state and federal treasuries.

Funding certainty is critical to the short and long-term planning of councils, particularly in rural and regional areas where there is a greater reliance on external funding.

We are seeking:

1: An initial injection of Financial Assistance Grants to local government worth \$1.3 billion to support communities and jobs and also resolve the current practice of bringing forward two quarterly Financial Assistance Grant payments each year.

If funded:

Jobs created: 13,213
Contribution to annual Gross Domestic Product (\$b): \$1.928

2: A commitment to return Financial Assistance Grants to at least one percent of Commonwealth taxation revenue - an additional (\$b) 1.598 per year - via a phased approach to be agreed with the Government.

If funded:

Jobs created: 16,242
Contribution to annual Gross Domestic Product (\$b): \$2.370

Local Government Offer to the Australian Government	Local Government Ask of the Australian Government
To partner with the Federal Government to create more jobs, while addressing the nation's skills shortage through training and upskilling Australian workers.	To commit to a progressive increase in Financial Assistance Grants to at least one percent of Commonwealth taxation revenue (at least \$4.5 billion per year), and an initial injection of additional Financial Assistance Grants funding.

Better Transport and Community Infrastructure

Well-targeted infrastructure investment generates lasting economic, social and environmental benefits.

It lowers costs for business and government and better connects workers to their jobs. It increases community resilience and ensures we as a nation are protected against the extreme weather events associated with global warming.

We are responsible for 33 percent of Australia’s public infrastructure, including 75 percent of the country’s roads by length. Much of this infrastructure is ageing and needs renewing or replacing so it meets community and industry needs.

Roads represent 39 percent of the total local government infrastructure with a total replacement cost of \$204 billion. Bridges represent four percent of the total infrastructure with a replacement cost of \$26 billion. Park and Recreation assets represent \$16 billion or 3 percent of the total infrastructure replacement cost.

However, we collect only 3.5 percent of all taxes raised in Australia, while faced with the mammoth task of maintaining a third of the nation’s infrastructure.

Councils are committed to providing quality infrastructure and creating sustainable jobs.

We need additional funds to achieve this commitment and a longer-term funding assurance that allows councils to recruit trainees and apprentices, upskill workers, and attract skilled workers into rural, regional and remote areas.

Access to affordable housing underpins the economic and social fabric of local communities. We are calling for a national housing summit that can develop a national housing strategy to address the current housing challenges in our communities. Local governments must be involved with national housing governance arrangements.

Successfully delivering for Perth suburban communities



Thornlie Community and Sports Hub (\$5.6 million, partially funded through Community Development Grants Programme) City of Gosnells, WA

“It’s been very exciting to watch this building rise from the ground,” Gosnells Mayor David Goode says.

“The hub will provide important facilities to keep local residents active, provide a welcoming meeting place, and support local community groups. I look forward to the day when we can welcome the whole community to enjoy it.”

Better Transport and Community Infrastructure

We are seeking:

3: A \$500m per annum four year continuation of the Local Roads and Community Infrastructure program which allows councils to deliver projects that respond to local needs.

If funded:

Jobs created: 3,974
Contribution to annual Gross Domestic Product (\$m): \$604

4: A strategic local roads investment program of \$300m per annum over four years to address road transport first and last mile issues and congestion on local roads.

If funded:

Jobs created: 2,332
Contribution to annual Gross Domestic Product (\$m): \$366

5: An increase in Roads to Recovery to \$800m per annum (an additional \$300m per annum) and the Black Spot Program to \$200m per annum over four years, while addressing the South Australian road funding anomaly by making the additional \$20m per annum to SA in 2021-22 and 2022-23 permanent, to more sustainably manage local government’s 75% share of the national road network and boost productivity and road safety.

If funded:

Jobs created: 3,214
Contribution to annual Gross Domestic Product (\$m): \$502

6: Continuation of the Stronger Regional Digital Connectivity Package at \$55m over four years to improve community resilience and local economic recovery.

If funded:

Jobs created: 99
Contribution to annual Gross Domestic Product (\$m): \$18

7: \$200m over four years to assist councils to develop and implement innovative housing partnerships.

Local Government Offer to the Australian Government	Local Government Ask of the Australian Government
To partner with the Federal Government to create infrastructure that will improve the safety, liveability and productivity of our communities, while contributing to Australia’s economic recovery.	To invest \$500 million per year for four years extending the Local Roads and Community Infrastructure Program, while increasing roads funding and improving digital connectivity in our regions. To invest in an innovative housing partnerships of \$200m over four years to support affordable housing in communities.

Resilient Communities Building Back Better

Communities across Australia are doing it tough – their physical, financial and mental reserves depleted by years of drought swiftly followed by the Black Summer bushfires, the coronavirus pandemic and severe storms and flooding.

All levels of government have worked hard to address the challenges thrown up by these rolling disasters.

They have supported businesses, communities, and individuals –and they are now focused on engineering a national economic recovery.

Although mass vaccinations diminish the health threats posed by COVID-19, the swift succession of natural disasters has demonstrated that communities need to be better prepared.

The likelihood of more frequent severe weather events in future underlines this need.

Investing in programs to mitigate natural disasters is critical to building community resilience.

Communities derive substantial co-benefits from investments in mitigation and adaptation – including new employment opportunities, regional growth, lower insurance premiums, and faster reductions in greenhouse gas emissions.

Working in partnership with the Australian Government, we can deliver highly effective projects that greatly assist communities to be better prepared and better able to adapt to future climatic conditions.

Successfully delivering for communities in rural Victoria



Rokewood Bridge upgrade (\$541,000) Golden Plains Shire, Victoria.

“It’s terrific to see that works have now been completed to replace the old, single lane bridge over the Kuruc A Ruc Creek with a double lane and unrestricted structure, that is safer for all bridge-users”, Golden Plains Shire Mayor Cr Helena Kirby, pictured, said.

“Golden Plains Shire is home to many older bridges, and thanks to the Australian Government’s Local Roads and Community Infrastructure program, we’ve been able to get on and

upgrade the Reserve Road Bridge for the benefit of the surrounding community.

“Reserve Road Bridge is the first of four bridge upgrade projects that Council will complete in 2021, with works underway or soon to begin on bridges in Meredith, Rokewood and Rokewood Junction.”

Resilient Communities Building Back Better

We are seeking:

8: A targeted disaster mitigation program of \$200m per annum for four years which will reduce the costs of response and recovery and is a sound investment in strengthening community resilience.

If funded:

Jobs created: 1,833
Contribution to annual Gross Domestic Product (\$m): \$280

9: A commitment to ensuring betterment funding as a core element of disaster recovery funding arrangements.

10: A commitment to include community infrastructure that is publicly accessible and owned, and local government waste, water and wastewater assets under the Disaster Recovery Funding Arrangements.

11: A Local Government Climate Response Partnership Fund of \$200m over four years to enable planning and preparation to minimise the impacts of climate change in local communities and enable councils to achieve climate neutrality as soon as practicable.

If funded:

Jobs created: 467
Contribution to annual Gross Domestic Product (\$m): \$73

12: \$100 million per annum over four years provided directly to local governments to support the capabilities of indigenous councils and implementation of the Closing the Gap local/regional voice.

If funded:

Jobs created: 804
Contribution to annual Gross Domestic Product (\$m): \$117

Local Government Offer to the Australian Government	Local Government Ask of the Australian Government
To partner with the Federal Government to grow the resilience in our communities, mitigate against the impacts of future disaster events, while focussing on local opportunities to reduce our carbon emissions and to Close the Gap between Indigenous Australians and the nation.	To provide \$200 million per year for four years for a targeted disaster mitigation program, while establishing a \$200 million Local Government Climate Partnership Program and supporting all councils to implement Closing the Gap targets with \$100 million per annum over four years.

Creating a Circular Economy

Guided by the 2018 National Waste Strategy and the 2019 National Waste Policy Action Plan, building Australia’s transition from a linear economy to a circular economy is gaining traction.

By embracing the principals of circularity – retaining the value of materials for as long as possible, designing out waste and pollution, and regenerating natural systems – Australia will develop new industries and jobs, reduce greenhouse gas emissions, and make more efficient use of our natural resources.

As modelled by the Centre for International Economics in 2017, a five percent improvement in the effectiveness of recycling and resource recovery could benefit Australia’s GDP by as much as \$24 billion.

In addition, for every 10,000 tonnes of waste recycled, 9.2 jobs would be created, compared with only 2.8 jobs when the same amount of waste is sent to landfill.

As an example, the South Australian Government has estimated that 25,700 new full-time equivalent jobs could be created in South Australia by 2030 by adopting a more circular economy.

Councils are major players in the management of household and domestic waste.

Local governments co-invest in new materials recycling facilities, lead community education and awareness campaigns, and help to create a sustainable market for recycled materials through procurement policies.

Australia can realise the full potential of a circular economy sooner if local government’s engagement and capabilities are effectively harnessed.

Local Government Offer to the Australian Government	Local Government Ask of the Australian Government
To identify and implement opportunities to reduce waste sent to landfill and support the development of a circular economy that will deliver environmental and economic benefits for all our communities.	To provide \$100 million per year for four years to fund local government circular innovation projects, and support our communities to reuse wherever possible.

Creating a Circular Economy

We are seeking:

13: Support to provide guidance and advice to councils on how to unlock the circular economy locally, particularly in rural, regional, and remote areas.

14: Support to investigate and, if feasible, implement a national bin harmonisation program that will improve kerbside recycling, reduce contamination, and maximise opportunities for reuse.

15: Funding of \$100 million per annum over four years to fund local government circular waste innovation projects.

If funded:

Jobs created: **797**

Contribution to annual GDP (\$m): **\$136**

What sustainably funded councils could deliver for communities



Upgraded municipal resource recovery infrastructure for South Australia’s Limestone Coast.

Naracoorte Lucindale Council Mayor Erika Vickery OAM (pictured centre) says additional financial support from the Federal Government is a catalyst for state and local government and commercial investment in waste management infrastructure.

“By working together, we can all participate in and promote the use of materials that circulate through our economy again and again, providing ongoing value, efficient use of resources and knowledge-based jobs for the future.”

Intergovernmental Relations

The Australian Local Government Association was a foundation member of the Council of Australian Governments (COAG), and over 28 years made a substantial contribution to our federation.

When COAG was scrapped and replaced by the National Cabinet in mid-2020, local government was effectively sidelined from membership.

The result is that Australia’s pre-eminent intergovernmental forum lacks a strong and effective advocate for local communities.

As the level of government closest to the community, we have a unique insight into how to create new jobs, drive economic growth, and build better lives for Australians.

Properly heard, our viewpoints would ensure that decisions are responsive to local needs and contribute to achieving the best outcomes at a local level and cumulatively at the national level.

Australians expect their governments to make decisions that reflect their unique circumstances and requirements.

At the same time, they want all three spheres of government to work together to achieve shared national objectives.

This can only be achieved through ALGA’s participation in the National Cabinet or any subsequent structure.

Our place-based, community perspective should not be overlooked – nor our role as a voice for the concerns and aspirations of local communities.

ALGA’s input would balance and complement the broader view of the First Ministers, helping to ensure that National Cabinet deliberations result in stronger and more resilient communities.

We are seeking:

16: Full membership of the National Cabinet.

17: A guaranteed seat at relevant Ministerial forums.

Local Government Offer to the Australian Government	Local Government Ask of the Australian Government
To provide a local, place based community perspective to intergovernmental deliberations to ensure that decisions are responsive to local needs and have regard to the great diversity between communities.	To reinstate local government representation to the primary intergovernmental forum in Australia, the National Cabinet, and ensure local government’s ongoing voting membership of other Ministerial forums.



DON'T LEAVE LOCAL COMMUNITIES BEHIND!

Federal Election Priorities

The Australian Local Government Association (ALGA) is the national voice of local government, representing 537 councils across the country. In structure, we are a federation of state and territory local government associations.

ALGA's members include:



Local government key facts and figures

There are 537 councils Australia-wide. Of these, around 55 percent are regional, rural, or remote councils.

Local government employs 194,000 people.

The first local government established in Australia was in Adelaide in 1840.

Australia's largest council by population is Brisbane City Council, servicing a population of 1.25 million.

Australia's largest council by area is East Pilbara in Western Australia. It covers an area of 379,571 square km (larger than Victoria), has a population of 11,005 and 3,237km of roads.

Authorised by Matt Pinnegar Chief Executive Officer of ALGA.

7.4 ACTIVE RESOLUTIONS - FEBRUARY

TRIM Number: R22/56

Author: Executive Assistant - General Management

PURPOSE

To update Council on Active Resolutions as at February 2022.

SUPPORTING INFORMATION

The active resolutions are attached.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 4.2 Strong effective and responsive Council

ATTACHMENTS

1. Attachment A [↓](#)

RECOMMENDATION

That:

1. The General Manager's Report no R22/56 be received and noted.

ACTIVE RESOLUTIONS AS AT 23 FEBRUARY 2022

**LACHLAN SHIRE COUNCIL
REPORT TO COUNCIL MEETING
TO BE HELD ON 23 FEBRUARY 2022**

AUTHOR: GENERAL MANAGER

Date	Dept.	Resolution	Action Taken to Date	Expected Completion
FEB 22	GM	<p>34/2022 CORRESPONDENCE REPORT JANUARY RESOLVED THAT The correspondence Report No R22/21 be received and noted and that Crs Bendall and Bartholomew attend the NSW ALGWA Conference 2022.</p>	<p>Registrations will be booked by the Executive Assistant once open. COMPLETE</p>	COMPLETE
JAN 22	GM	<p>6/2022 COUNCIL RESIDENCE - 123 OFFICERS PARADE, CONDOBOLIN RESOLVED THAT The General Manager be authorised to negotiate the sale of the property as per option 1 of the report with the prospective purchaser, or any other purchaser who may submit an offer, for the property. The Mayor and General Manager be authorised to sign the contract documents and complete the sale once an acceptance to purchase, within the terms of option 1, has been received. Council authorise the affixing of the Council seal to the contract documents.</p>	<p>Negotiation of the property sale above the price detailed in option 1 was completed and accepted. Sales contract prepared by Council's solicitor and issued to purchaser for signature. Purchaser has taken occupancy of the property</p>	MARCH 2022

JULY 21	GM	<p>123/2021 MAYORAL MINUTE – ELIZABETH MCGREGOR PLAQUE</p> <p>RESOLVED THAT:</p> <p>Council support the unveiling of a plaque for Elizabeth McGregor at Memorial Park Condobolin and agree to contribute a maximum of \$6,800 to the cost of the project as detailed in the request from the Operation Pilgrimage Group.</p> <p style="text-align: right;">Harris/Blewitt</p>	Ongoing	NOVEMBER 2022
FEB 22	ETED	<p>44/2022 CONTRACT EXTENSIONS – RIVERVIEW CARAVAN PARK AND LAKEVIEW CARAVAN PARK</p> <p>RESOLVED THAT</p> <p>The existing contract with P.R.O Management Pty Ltd for the operation and management of the Riverview and Lakeview Caravan Parks be extended from 31 January 2022 to 30 June 2022.</p> <p>The Mayor and General Manager be authorised to sign a deed/contract with P.R.O Management Pty Ltd and affix the Council seal.</p> <p style="text-align: right;">Brady/Mortimer</p>	The contract documents have been executed. COMPLETE	COMPLETE
FEB 22	ETED	<p>27/2022REQUEST TO SUSPEND ALCOHOL FREE ZONE 5 AND 6 MARCH 2022 PART FEDERATION STREET ALBERT</p> <p>RESOLVED THAT</p> <p>Council notify the NSW Police of the suspension.</p> <p>Council write to residents within Albert village seeking comment, with a period of 14 days to respond.</p> <p>Council advertise the proposed suspension for a period of 14 days on Council's website and Facebook page.</p> <p>Subject to positive feedback being received during the notification period, delegate the final decision in relation to the suspension of the AFZ to the General Manager.</p> <p style="text-align: right;">Bartholomew/Mortimer</p>	The advertising took place and no feedback was received. The General Manager has authorized the suspension of the AFZ as requested. COMPLETE	COMPLETE

FEB 22	ETED	<p>24/2022 LAKE CARGELLIGO BIRDS – DOMAIN NAMES</p> <p>RESOLVED THAT</p> <p>Council rescind resolution 2021/236.</p> <p>The domain names lakecargelligobirds.com and lakecargelligobirds.com.au be transferred to “Lake Cargelligo Birds”.</p> <p>That all costs associated with the transfer of the registration be the responsibility of “Lake Cargelligo Birds”.</p> <p style="text-align: right;">Bendall/Brady</p>	<p>Lake Cargelligo Birds have been notified of Council’s decision and the transfer will now be completed.</p> <p>COMPLETE</p>	COMPLETE
FEB 22	ETED	<p>23/2022 PAINTING OF A MURAL ON THE OLD WATER TOWER – LAKE CARGELLIGO</p> <p>Council provide final approval to the Lakes Alive Committee to engage Heesco to paint Option 4 on the water tower, providing the necessary agreements are in place and a Construction Management Plan is provided for the project.</p> <p style="text-align: right;">Phillips/Bartholomew</p>	<p>A letter has been sent to Lakes Alive advising them of Council’s decision and requesting that the necessary agreements be authorised before final approval is issued. The letter also referenced the feedback received during the notification period and requested that this be examined before the mural is completed.</p> <p>COMPLETE</p>	COMPLETE
FEB 22	ETED	<p>22/2022 DRAFT CENTRAL WEST AND ORANA REGIONAL PLAN 2041</p> <p>RESOLVED THAT</p> <p>Council endorse the review of the Draft <i>Central West and Orana Regional Plan 2041</i> and request a further report be presented to Council once the plan is adopted later in 2022 including a summary of any submissions made by on behalf of Council.</p> <p style="text-align: right;">Rees/Bendall</p>	<p>A submission has been made in relation to the plan and a further report will be tabled once the plan is adopted by the NSW Government.</p> <p>COMPLETE</p>	COMPLETE

<p>AUGUST 21</p>	<p>ETED</p>	<p>172/2021 DRAFT BUSHFIRE PRONE LAND MAP RESOLVED THAT Following receipt of the revised mapping from the NSW RFS, the revised draft Bush Fire Prone Land Map be placed on public exhibition for a minimum period of 28 days and public submissions be invited on the revised draft map. A further report be presented to Council, following the completion of the public exhibition period, detailing any submissions received during the public exhibition period and to allow Council to consider the adoption of the map prior to it being sent to the Commissioner of NSW RFS for review and certification. Harris/Brady</p>	<p>As a result staff have met with the RFS and now have a revised map from the RFS. Due to the number of matters on public exhibition at the moment the exhibition of these draft maps has been deferred. Public exhibition is now proposed to be undertaken towards the end of February. A report will be provided to the Council meeting in April 2022.</p>	<p>APRIL 2022</p>
<p>JUNE 21</p>	<p>ETED</p>	<p>142/2021 UPDATE ON GOVERNMENT FLOOD PRONE LAND PACKAGE RESOLVED THAT Council decide not to opt in to the new optional “special flood considerations” clause at this time. A further report be presented to Council in relation to the implications for the new flood planning package. Harris/Hall</p>	<p>A report will be provided to the Council meeting in March. Clarification and advice are being sought from Penrith City Council and an external consultant.</p>	<p>MARCH 2022</p>

<p>JUNE 21</p>	<p>ETED</p>	<p>141/2021 PLANNING PROPOSAL - AMENDMENT TO LACHLAN LOCAL ENVIRONMENTAL PLAN 2013 TO ALLOW AN ADDITIONAL PERMITTED USE FOR A "VEHICLE REPAIR STATION" AT 48 BROWNIES LANE, TOTTENHAM</p> <p>RESOLVED THAT</p> <p>Council endorse the preparation and lodgement of a planning proposal to amend Lachlan Local Environmental Plan 2013, to have "Vehicle Repair Station" listed as an Additional Permitted Use in Schedule 1 at 48 Brownies Lane, Tottenham, being Lots 68, 69 and 162 DP 753968 that is currently zoned R5 Large Lot Residential.</p> <ol style="list-style-type: none"> 3. Council approve the Planning Proposal for public authority consultation and public exhibition in accordance with any conditions imposed under the Gateway Determination. 4. Council seek authority from the Department of Planning, Industry and Environment to exercise the delegation of all functions of the relevant local plan making authority under Section 3.36 of the Environmental Planning and Assessment Act 1979 to make the local environmental plan to put into effect the Planning Proposal. 5. Authority be delegated to the General Manager to make any minor variations to the Planning Proposal, following receipt of the Gateway Determination. 6. A further report be brought back to Council following the public exhibition of the Planning Proposal detailing any submissions received during the public exhibition period. <p><u>In Favour:</u> Crs John Medcalf, Paul Phillips, Elaine Bendall, Melissa Blewitt, Dennis Brady, Mark Hall, Peter Harris, Melissa Rees and Brian Nelson</p> <p><u>Against:</u> Nil</p>	<p>The planning proposal has been lodged with DPIE. Now awaiting a gateway determination.</p>	<p>MAY 2022</p>
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MAY 21	ETED	<p>92/2021 HONOUR ROLL/ACKNOWLEDGEMENT BOARD</p> <p>RESOLVED THAT</p> <p>That an Acknowledgement Board project be considered, along with other meritorious projects, for a funding application under the Stronger Country Communities Fund – Round 4.</p> <p>Subject to Council approval, and a successful grant application for the Acknowledgement Board project, expressions of interest be invited from community members to assist with the determination of appropriate criteria for a person’s name to be considered for inclusion on the board. The advisory group is also to make recommendations to Council on the initial list of people’s names for inclusion on the board.</p> <p>A further report be presented to Council following determination of the project funding application.</p> <p style="text-align: right;">Harris/Brady</p>	<p>The project was not supported by Council for funding under the Stronger Country Communities Fund – Round 4. Other funding opportunities will now need to be identified.</p>	MARCH 2022
FEB 21	ETED	<p>35/2021 CARAVAN PARK REVIEW AND OPTIONS</p> <p>RESOLVED THAT</p> <p>Council proceed with option 2 in relation to Riverview and Lakeview Caravan Parks.</p> <p>A further report be presented to Council in relation to the master plans for both parks, following community consultation, to allow Council to consider what master plans are advertised with the tenders to enter into a long term lease to operate and manage the two (2) parks.</p> <p>Council proceed with option 6 in relation to State Centre (Tottenham) Caravan Park and authorises the General Manager to commence an investigation into this option, including community consultation.</p> <p>A further report be presented on the costs, savings and potential offsets associated with option 6 following community consultation and feedback.</p> <p style="text-align: right;">Harris/Bendall</p>	<p>Master plans for Lakeview and Riverview have been endorsed by Council.</p> <p>A report is presented within the business paper regarding the Tottenham caravan park.</p> <p>Contract documents are currently being prepared for both Lakeview and Riverview caravan parks. COMPLETE</p>	COMPLETE

DEC 20	ETED	<p>348/2020 DRAFT BUSH FIRE PRONE LAND MAP</p> <p>RESOLVED THAT</p> <p>Council adopt the recommendations of the report prepared by Integrated Consulting, as attached to this report.</p> <p>Following the completion of the tasks, recommended in Integrated Consulting's report, the draft Bush Fire Prone Land map be placed on public exhibition for a minimum period of 28 days (which will be extended over the Christmas period in accordance with the Community Participation Plan) and public submissions be invited on the draft map.</p> <p>A further report be presented to Council, following the completion of the public exhibition period, detailing any submissions received during the public exhibition period and to allow Council to consider the adoption of the plan prior to it being sent to the Commissioner of NSW RFS for review and certification.</p> <p style="text-align: right;">Harris/Bendall</p>	<p>The draft Bush Fire Prone Land Map (BFPLM) was on public exhibition until 7 April 2021.</p> <p>Public submissions have been reviewed by Council officers and a response was sent in June to NSW RFS to review.</p> <p>NSWRFS have met with Council staff to provide further feedback.</p> <p>Council resolved to re-exhibit the draft maps once received from the NSWRFS before a report is presented to Council for consideration/ adoption of the draft maps.</p> <p>Updated maps have been received and public exhibition can now commence. The exhibition was delayed, for the reasons outlined above. A report will be</p>	APRIL 2022
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			provided to the Council meeting in April.	
SEPT 20	ETED	<p>PLANNING PROPOSAL-AMENDMENT OF LACHLAN LOCAL ENVIRONMENTAL PLAN 2013 TO INCLUDE MURRIN BRIDGE</p> <p>RESOLVED THAT</p> <p>Council endorse the preparation and lodgement of a planning proposal to amend Lachlan Local Environmental Plan 2013 to include the Murrin Bridge area.</p> <p>Council approve the Planning Proposal for public authority consultation and public exhibition in accordance with any conditions imposed under the Gateway Determination.</p> <p>Council seek authority from the Department of Planning, Industry and Environment to exercise the delegation of all functions of the relevant local plan making authority under Section 3.36 of the Environmental Planning and Assessment Act 1979 to make the local environmental plan to put into effect the Planning Proposal.</p> <p>Authority be delegated to the General Manager to make any minor variations to the Planning Proposal, following receipt of the Gateway Determination.</p> <p>A further report be brought back to Council following the public exhibition of the Planning Proposal detailing any submissions received during the public exhibition period.</p> <p style="text-align: right;">Hall/Phillips</p>	Discussions were held with representatives of the Department of Planning, Industry and Environment. They advised that a Planning Proposal may not be required and undertook an internal review to determine if this was the case. Unfortunately DPIE have now advised that this cannot be done and that we need to proceed with a Planning Proposal. The Planning Proposal has been lodged with DPIE under PP2022-0169.	MAY 2022

MAY 20	ETED	<p>95/20 COUNCIL RESIDENCE – 123 OFFICERS PARADE, CONDOBOLIN</p> <p>RESOLVED THAT</p> <p>A Development Application be lodged to subdivide 123 Officers Parade Condobolin from Council’s current land holding;</p> <p>Authorise the Mayor and General Manager to enter into a contract for sale of No. 123 Officers Parade, Condobolin (once subdivision is complete) with a reserve price to be determined at that time.</p> <p>Investigations commence into possible replacement dwelling options and a further report be provided to Council on the outcomes of the investigation and options identified, including cost and funding implications.</p> <p style="text-align: right;">Brady/Carter</p>	<p>123 Officers Parade has now been sold.</p> <p>Investigations into replacement dwelling options have commenced.</p>	MARCH 2022
FEB 20	ETED	<p>353/2019 COMPULSORY ACQUISITION OF CROWN LAND FOR THE EXPANSION OF THE WASTE FACILITY AND THE CREATION OF A NEW ACCESS ROAD AT LAKE CARGELLIGO.</p> <p>RESOLVED THAT</p> <p>Council proceed with the compulsory acquisition of the land known as Lot: 7308 and DP: 1151003 and Lot: 79 DP: 752333 for the purpose of Lake Cargelligo Waste Facility Landfill Expansion in accordance with the requirements of the Land Acquisition (Just Terms Compensation) Act 1991.</p> <p>Council make an application to the Minister and the Governor for approval to acquire Lot: 7308 DP: 1151003 and Lot: 79 DP: 752333 by compulsory process under section [186(1) of the Local Government Act.</p> <p>That the land is to be classified as operational land.</p> <p>Council proceed with the compulsory acquisition of the land described as Lot: 7006 DP: 1029763, Lot: 7005 DP: 1029763, Lot: 7009 DP: 1057453 and Lot: 7308 DP: 1151003 for the purpose of road access in accordance with the requirements of the Land Acquisition (Just Terms Compensation) Act 1991.</p> <p>Council make an application to the Minister and the Governor for approval to acquire Lot: 7006 DP: 1029763, Lot: 7005 DP: 1029763, Lot: 7009 DP:</p>	<p>The Minister for Local Government has approved Council undertaking pre-acquisition procedures and the additional procedures to address Native Title in relation to the land. Proposed Acquisition Notices (PANs) will now be issued to the relevant parties in accordance with the <i>Land Acquisition (Just Terms Compensation) Act 1991</i>.</p> <p>Meetings were held in early February with a company that specialises in Crown land matters to</p>	APRIL 2022

		<p>1057453 and Lot: 7308 DP: 1151003 by compulsory process under section 177(1) of the Roads Act.</p> <p>The General Manager be delegated authority to sign the application and affix Council's Seal.</p> <p style="text-align: right;">Brady/Hall</p>	<p>determine whether they can provide any assistance in this matter and further correspondence is now taking place to expedite the matter.</p>	
FEB 18	ETED	<p>28/18 LAKE CARGELLIGO WASTE FACILITY – LAND ACQUISITION RESOLVED THAT:</p> <p>Approve the proposal to acquire 72,700 square metres of crown land comprising part lot 7308 DP 1151003, lot 7009 DP 1057453 and lots 7005 and 7006 DP: 1029763.</p> <p>Authorise the General Manager to lodge a Compulsory Acquisition Consent to Acquire Crown Land Application to the Department of Industry – Lands.</p> <p>The DIS provide an estimated cost of the access road to the March Ordinary Council meeting.</p> <p style="text-align: right;">Phillips/Hall</p>	<p>NSW Aboriginal Land Council has sent a letter to the Minister requesting a part withdrawal of the Aboriginal Land Claim (ALC) from respective lots identified for acquisition, resolving the ALC matter.</p> <p>Status search undertaken by NSW Crown Lands revealed no past use has extinguished or resolved Native Title. Council's Native Title Manager is investigating the process to resolve or extinguish Native Title.</p> <p>Refer to resolution above. The matter above needs to be resolved before the acquisition process can continue.</p>	APRIL 2022

<p>DEC 2017</p>	<p>ETED</p>	<p>326/17 HERITAGE COMMITTEE MEETING 22 NOVEMBER 2017 RESOLVED THAT: Adopt the recommendations made by the Heritage Advisory Committee as follows;</p> <p>a) That Council implement a Conservation Management Plan for small rural cemeteries within the Shire. b) That Council award \$6,000 to Meredith Ervin for works to the NAB and residence in Lake Cargelligo; \$6,000 to Katrina & Jim Thomas for restoration works at Melrose Homestead, and \$2,000 to the Tottenham & Albert Cemetery Committee for headstone restoration.</p> <p style="text-align: right;">Rees/ Frankel</p>	<p>Melrose Homestead – funds acquitted. Cemetery funds acquitted. Ervin – works not complete and funds now no longer available. The Heritage Advisor has provided a quote for the preparation of the CCMP for \$9,900. The Heritage Advisor was initially to prepare the plan for Condobolin in December 2018. However the heritage advisor was focused on the completion of the Beech Periscope in Memorial Park and ensuring that Council submitted applications for a number of grants which were available in the heritage space, including the grant for the Aboriginal Heritage Study. The Heritage Advisor visited Tottenham, Albert and Fifield cemeteries in May 2020. Draft Plans for Albert, Tottenham, Tullibigeal and Fifield have been provided by the Heritage Advisor and are being reviewed by Council Officers.</p>	<p>2022– Progressive delivery and completion.</p>
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FEB 22	C&CS	<p>46/2022 That Council donate \$2000 to Condobolin PAH & I Association Inc to hold the Sydney Royal Ag Shows NSW Young Woman Zone 6 Final in Condobolin on 5 March 2022.</p> <p style="text-align: right;">Rees/Blewitt</p>	<p>Letter emailed to Caro-Ann Malouf 10/02/2022. Cheque Req. form completed and given to Finance for payment. COMPLETE</p>	COMPLETE
FEB 22	C&CS	<p>39/2022 ADOPTION OF IT MANAGEMENT POLICY RESOLVED THAT The IT Change Management Policy be adopted.</p>	<p>Acting IS Manager to give an overview to the OMT of this policy at the March meeting. Tasked to DCCS Administration Officer to add to the OMT agenda. COMPLETED</p>	COMPLETED
FEB 22	C&CS	<p>38/2022 CYBER SECURITY ROLES AND RESPONSIBILITES POLICY RESOLVED THAT The Cyber Security Roles and Responsibilities Policy be adopted.</p> <p style="text-align: right;">Brady/Bendall</p>	<p>Acting IS Manager to give an overview to the OMT of this policy at the March meeting. Tasked to DCCS Administration Officer to add to the OMT agenda. COMPLETED</p>	COMPLETED
FEB 22	C&CS	<p>37/2022 RATES AND CHARGES DONATIONS 2021/22 RESOLVED THAT Council determine the amount of any rates and charges concession to be granted to the Rotary Club Condobolin's Condon St property, assessment 1003888 to be \$1386.</p> <p style="text-align: right;">Phillips/Carter</p>	<p>Tasked to Revenue Officer to process. In progress</p>	In progress
FEB 22	C&CS	<p>RESOLUTION 2022/1 Moved: Cr Melissa Blewitt Seconded: Deputy Mayor Paul Phillips</p>	<p>Letter emailed to Koori Kids on 7/02/2022. Cheque Req. form completed and given to Finance for payment.</p>	In progress

		That Council donate the amount of \$450.00 to Koori Kids – NAIDOC Week 2022. CARRIED	Email requested list of schools supported & number of packs sent to each school in the LGA.	
FEB 22	C&CS	RESOLUTION 2022/2 Moved: Cr Melissa Blewitt Seconded: Cr Dave Carter That Council donate the amount of \$1000 to Rotary Club of Condobolin CARRIED	Letter email to Rotary Club of Condobolin on 7/02/2022. Cheque Req. form completed and given to Finance for payment. Complete	COMPLETE
FEB 22	C&CS	YOUTH SERVICES REPORTS – QUARTERLY REPORTS TO JULY TO SEPTEMBER 2021 AND OCTOBER TO DECEMBER 2021 Council provide feedback on the content of the reports for the Western Plains Regional Development Committee. Bendall/Phillips	COMPLETE	COMPLETE
FEB 22	C&CS	13/2022 AUDIT RISK AND IMPROVEMENT COMMITTEE RECRUITMENT PROCESS The draft Expression of Interest package for the recruitment of the ARIC Chairperson be adopted. The draft ARIC Chairperson Performance Review procedure be adopted. Brady/Mortimer	EOI issued on website and advertising progressed by Comms Officer. EOI to be lodged before 5pm on 24/02/2022. A report for an appointment decision will be submitted to the March meeting. In progress	In progress
OCT 21	C&CS	254/2021 LICENCE FOR WEIGHBRIDGE AREA RESOLVED THAT The draft Licence Agreement for part of Lot 12 DP 1069977 be accepted as per option 1 in the report. The General Manager be authorised to sign the Licence agreement as attached. Hall/Phillips	Council signed the documents and forwarded to our solicitor. No further action required as Council were notified in January 2022 that the purchaser of the	COMPLETE

			adjacent property did not wish to proceed with license. COMPLETE	
OCT 21	C&CS	<p>253/3021 LEASE AGREEMENT – 17 MCDONNELL ST CONDOBOLIN RESOLVED THAT</p> <p>A new 5 year lease be offered to Forbes Veterinary Clinic for the use of 17 McDonnell Street Condobolin, as per option 1 of the report.</p> <p>The new lease document be prepared by Council’s legal representative registered with NSW Land Registry Services once signed by both parties.</p> <p>The Mayor and General Manager be authorised to sign the new lease agreement and attach the Council Seal if required.</p> <p style="text-align: right;">Bendall/Phillips</p>	<p>Lease submitted to the lessee’s for signing.</p> <p>IN PROGRESS</p>	IN PROGRESS
DEC 20	C&CS	<p>344/20 ABORIGINAL ADVISORY COMMITTEE - PROPOSED EXPRESSION OF INTEREST FORM, PROPOSED ADVERTISEMENT, REVIEWED TERMS OF REFERENCE AND UPDATE TO COUNCIL RESOLVED THAT</p> <p>Council review the attached documents and provide feedback to the Director Corporate and Community Services.</p> <p>Authorise advertising inviting nominations for appointment to the Aboriginal Advisory Committee to commence in late January 2021.</p> <p style="text-align: right;">Harris/Rees</p>	<p>Discussions with various parties about the way forward.</p> <p>Will not progress with Advisory Committee in its proposed form.</p> <p>Other options for consultation have been identified.</p> <p>Complete</p>	COMPLETE
FEB 22	IS	<p>43/2022 TENDER ASSESSMENT – CONDOBOLIN BORE PIPELINE – UNDERBORE CONTRACT RESOLVED THAT</p> <p>The tender submission from Trazlbat Pty Ltd be accepted.</p> <p>The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.</p> <p style="text-align: right;">Bendall/Bartholomew</p>	<p>Contract executed</p> <p>Complete</p>	COMPLETE

FEB 22	IS	<p>42/2022 TENDER ASSESSMENT – NERATHONG BRIDGE DESIGN AND CONSTRUCTION</p> <p>RESOLVED THAT</p> <p>The tender submission from Murray Constructions Pty Ltd be accepted.</p> <p>The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.</p> <p style="text-align: right;">Carter/Bendall</p>	<p>Contract Documents supplied to Murray Constructions. Awaiting returned documents</p>	MARCH 2022
FEB 22	IS	<p>41/2022 TENDER ASSESSMENT – KERB AND GUTTER AND CONCRETING WORKS</p> <p>RESOLVED THAT</p> <p>The tender submission from Conex Group Pty Ltd be accepted.</p> <p>The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.</p> <p style="text-align: right;">Carter/Mortimer</p>	<p>Contract executed. Complete</p>	COMPLETE
FEB 22	IS	<p>40/2022 TENDER ASSESSMENT – MURIE CREEK AND SMYTH'S CORNER CULVERT INSTALLATION</p> <p>RESOLVED THAT</p> <p>The tender submission from Folwick Construction Pty Ltd be accepted.</p> <p>The Mayor and General Manager be authorised to execute the contract documents and affix the Council seal.</p> <p style="text-align: right;">Carter/Bendall</p>	<p>Issued a letter of intent. Contract documents pending Final design drawings from Lindsay Dynan to confirm culvert and road work details</p>	MARCH 2022

FEB 22	IS	<p>32/2022 TREE ASSESSMENT – 47 ORANGE STREET, CONDOBOLIN</p> <p>The tree in front of 47 Orange Street be removed as requested and be replaced with a more suitable species of street tree.</p> <p>Plant two additional new suitable trees in appropriate location, with a view to the removal of the other mature Sugar Gum trees in future years.</p> <p style="text-align: right;">Rees/Bendall</p>	Proponent advised Tree removal is being programmed with external contractor	MARCH 2022
FEB 22	IS	<p>31/2022 REGIONAL ROAD TRANSFER AND ROAD CLASSIFICATION REVIEW</p> <p>Council reconfirm the previous Resolution 2020/216</p> <p>A request to reclassify and transfer SR 3 Tabratong Crossing Road from a Local Road to Regional Road be submitted to the Independent Review Panel</p> <p>A letter of support be provided to Warren Shire Council for their submission for the reclassification of the Tottenham to Nevertire road between the Lachlan Shire Council Boundary and Nevertire.</p> <p style="text-align: right;">Bendall/Bartholomew</p>	COMPLETE	COMPLETE
FEB 22	IS	<p>29/2022 FY21/22 ROADWORKS MONTHLY REPORT UPDATE FOR NOVEMBER/DECEMBER</p> <p>RESOLVED THAT</p> <p>An application for funding of \$800,000 be submitted to the Federal Remote Roads Upgrade Pilot Program for a \$1 million upgrade project on SR 91 Marsden Road.</p> <p style="text-align: right;">Rees/Bendall</p>	Grant application being prepared	MARCH 2022
OCT 21	IS	<p>246/2021 TREE ASSESSMENT – 50 BATHURST STREET, CONDOBOLIN</p> <p>RESOLVED THAT</p> <p>Council decline the request for removal and replacement of the tree due to the significant amenity and shade benefit it provides in Bathurst Street.</p>	Proponent advised Maintenance works planned.	MARCH 2022

		<p>Council reduce the risk to person and property through continuing to trim the tree branches to maintain clearance from the building and awning, lift pavers and trim the troublesome roots and reinstall pavers.</p> <p style="text-align: right;">Hall/Phillips</p>		
OCT 21	IS	<p>243/2021 FY21/22 UTILITIES MONTHLY UPDATE FOR SEPTEMBER</p> <p>RESOLVED THAT</p> <p>Refer the RNSW842 Sewage Effluent Reuse Management System project costings for Tottenham to the Project Steering Committee for further discussion, highlighting the high ongoing cost for the proposed system.</p> <p style="text-align: right;">Harris/Hall</p>	<p>Revised advice from Health Consulting has been obtained and design revisions underway to irrigate using a lower standard of treatment. Further discussions required prior to Council reconsidering</p>	<p>APRIL 2022</p>
OCT 21	IS	<p>242/2021 LACHLAN SHIRE COUNCIL TRAFFIC COMMITTEE MEETING SEPTEMBER 2021</p> <p>RESOLVED THAT</p> <p>Council support the following recommendations from Traffic Committee:</p> <ul style="list-style-type: none"> (a) The disabled car park at the Canada Street Doctor Surgery in Lake Cargelligo be sign posted and delineated to comply with the relevant Australian Standard and the ramp be modified to be made more mobility friendly by reducing the “lip” in the pavers. (b) The disabled car park at Condobolin Library in Bathurst Street be altered to comply with Australian Standards by reconstructing the kerb and gutter, reducing the slope, adding the line and artwork and the installation of a bollard. (c) The disabled car park at the intersection of Bathurst and William Street be deferred and considered with future CBD upgrades. (d) The “loading zone” signage request be declined, instead install “no parking” sign at the post box to comply with sect 199 of Road Rules Regulations. 	<p>Works delayed with staff directed to other priorities.</p> <p>Works delayed with staff directed to other priorities.</p> <p>COMPLETED</p> <p>COMPLETED</p>	<p>MARCH 2022</p> <p>MARCH 2022</p> <p>COMPLETED</p> <p>COMPLETED</p>

		<p>(e) The design of Maitland Street and Boona Road be adopted. With reprioritisation of Maitland Street, including staggering of Boona Road, the site boards and stop signs.</p> <p>(f) The traffic control plan for West Milby Gymkhana event be endorsed.</p> <p>(g) The design of the traffic facilities in the Foster Street upgrade be endorsed, including Foster, Lake, Canada and Lorne Street intersections, installation of pedestrian islands, disabled parking, line marking and road signage.</p> <p style="text-align: right;">Hall/Phillips</p>	<p>Construction works to commence shortly</p> <p>COMPLETED</p> <p>Tender released. Assessment report to March meeting</p>	<p>MARCH 2022</p> <p>COMPLETED</p> <p>MARCH 2022</p>
SEPT 21	IS	<p>223/2021 TOTTENHAM RESERVOIR – MURAL PAINTING</p> <p>RESOLVED THAT</p> <p>Council allocate \$10,000 to the Tottenham Mural Project from the reserve for contributions to mural projects.</p> <p>The scope of works for other Water Fund Capital Works items in Tottenham, as follows, be reduced to fund the remediation of the Tottenham Reservoir.</p> <p>a. Water Main renewal \$46,394 – reduce length of water main renewal.</p> <p>b. Tottenham potable water standpipe \$40,000 – reduce scope of works to deliver a partial upgrade.</p> <p style="text-align: right;">Phillips/Harris</p>	<p>Project Variation submitted to LRCI grant body. Project application submitted for LRCI - phase 3. Purchase order issued for works</p>	<p>JUNE 2022</p>
JUNE 21	IS	<p>147/2021 BURCHER WATER TREATMENT UPDATE</p> <p>RESOLVED THAT</p> <p>The outcomes from the stakeholder information session held on 1 June 2021 be noted.</p> <p>Council provide guidance on the matter of water supply for the community of Burcher.</p> <p style="text-align: right;">Harris/Bendall</p>	<p>Ongoing</p>	<p>Ongoing</p>

MAY 21	IS	<p>107/2021 DENISON STREET FOOTPATH CONSTRUCTION REQUEST</p> <p>RESOLVED THAT</p> <p>Consideration be given to allocating \$15,000 for the full replacement of the paved footpath on the eastern side of Denison Street from Molong Street to Oxley Street from a future round of the Local Road and Community Infrastructure Fund.</p> <p>Landscaping, irrigation and turf work in Denison Street, adjacent to the Railway Hotel be completed and maintained by the proprietor of the property subject to the Director of Infrastructure's approval of any proposed work.</p> <p style="text-align: right;">Harris/Phillips</p>	Consideration to be given to this in FY22/23 footpath budget	JUNE 2022
APR 20	IS	<p>91/2020 NOTICE OF MOTION - CRICKET NETS LAKE CARGELLIGO</p> <p>RESOLVED THAT</p> <p>The cricket practice nets proposed for construction at the Lake Cargelligo Recreation Ground be relocated to the south west corner of the Lake Cargelligo Central School recreational grounds.</p> <p>Item 1 be subject to an appropriate signed Memorandum of Understanding with the NSW Department of Education.</p> <p style="text-align: right;">Phillips/Hall</p>	SEE Council Report.	MARCH 2022
APR 17	IS	<p>86/17 PARKS, RESERVES & RECREATIONAL FACILITIES – 5 YEAR STRATEGIC PLAN</p> <p>RESOLVED THAT</p> <p>1. Council support the development of a strategic plan for its parks, reserves and recreational facilities using in house staff for the period FY18/19 to FY22/23.</p>	Dept feedback received for SRA POM. Ongoing work required for other POM's.	MARCH 2022

		<p>2. Director Infrastructure Services and Manager Recreation submit a draft strategic plan for Council consideration before 1 July 2018.</p> <p style="text-align: right;">Hall/Carter</p>		
MAR 19	IS	<p>2019/54 ASSET MANAGEMENT PLANS - TRANSPORT, WATER, SEWER, BUILDING, RECREATION</p> <p>RESOLVED THAT</p> <p>Council defer advertising the AMP until the schedule of actions are inserted into the document.</p> <p>Council note the summary of key issues raised in the asset management plans as identified in this report.</p> <p>Council consider the need to increase funding for local roads and potentially other asset classes like buildings (while maintaining a financially sustainable position) as part of the next revision of its Long Term Financial Plan.</p>	<p>DRAFT plans prepared for Parks and Reserves, Utilities, Buildings and Roads.</p> <p>Submission of AMP will be deferred until new Council. Asset Management Policy also to be updated and presented to Council.</p>	MARCH 2022

7.5 DELIVERY PROGRAM AND OPERATIONAL PLAN STATUS UPDATES AS AT 31 DEC 2021.

TRIM Number: R22/61

Author: Administration Coordinator - General Management

PURPOSE

To provide Council with the status updates on the Delivery Program and Operational Plan as at 31 December 2021.

SUPPORTING INFORMATION

Updated document attached.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 4.2 Strong effective and Responsive Council

ATTACHMENTS

1. Attachment A [↓](#)

RECOMMENDATION

That:

1. The General Manager's Report no R22/61 be received and noted.

Community Services

Outcome 1.1: Connecting with our Aboriginal Communities

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.1.1	Connecting with our Aboriginal Communities in Lake Cargelligo and Murrin Bridge.	Consult with Aboriginal Advisory Committee to identify priority issues.	Opportunities identified.	DCCS GO/DCCS	<p>Two Aboriginal Advisory Committee meetings organised over the last 12 months have been cancelled due to inability of members to attend. Report to Council February 2020 re future directions.</p> <p>In February 2020, Council resolved to dissolve the current Aboriginal Advisory Committee and discuss options for engaging with the various Aboriginal communities following the Council elections.</p> <p>Aboriginal Advisory Committee to be re-established following September 2020 Mayoral and committee member elections.</p> <p>New Aboriginal Advisory Committee expressions of Interest issued in February 2021 & again in March 2021 along with media releases, website and Facebook posts to encourage membership.</p> <p>Communications Officer and DCCS held a zoom conference with 2 key stakeholders to discuss committee membership and meeting options.</p> <p>Spoke with new Communications Officer to progress this with a meeting with stakeholders. Insufficient numbers of applicants received to progress as initially agreed.</p> <p>Alternative consultation forums identified. Committee will not go ahead in its current form.</p>

		Engage with State and Federal Government agencies to identify funding potential Aboriginal tourism and business opportunities.	Funding sources identified.		<p>Ongoing discussions with key Aboriginal Organisations and community members to establish Aboriginal cultural events and develop Aboriginal tourism.</p> <p>Ongoing inspections and maintenance works for water & sewerage services (under agreement with Department Primary Industries – Aboriginal Communities Program)</p> <p>A \$40,000 heritage grant was secured to undertake a shire wide aboriginal heritage study which has now been completed</p> <p>An Aboriginal Communication protocol has been developed and finalised to acknowledge, consult and engage with Aboriginal people effectively, respectfully and with cultural sensitivity.</p> <p>New entry signs have been placed at Murrin Bridge</p> <p>A waste service is now being provided to Murrin Bridge by Council.</p>
1.1.2	Celebrating Aboriginal heritage and achievements	Support NAIDOC week Celebrations.	Successful event held	GM/DCCS	<p>2020 NAIDOC week celebrations deferred until November due to COVID-19.</p> <p>Donation to support 2021 NAIDOC week submitted for a decision at the June 2021 Council meeting.</p> <p>Previously events held in Condobolin. Several Councillors and GM attended Aboriginal flag raising and march to Memorial Park during NAIDOC week.</p> <p>NAIDOC Week events supported by Council. 2021 event deferred until later in the year due to COVID-19 restrictions.</p>
1.1.3	Increase opportunities for indigenous employment in Council's workforce.	<p>Increase the level of indigenous employment with Council.</p> <p>Implement the provisions stated in the Aboriginal employment strategy.</p>	<p>Council workforce is at least 10% indigenous.</p> <p>Reduction in the Aboriginal unemployment rate by 2%.</p>	Human Resource Manager	Council's workforce currently has 18.2% indigenous employees

		Develop strategies to maintain the level of Indigenous employment within Council.			Council continues to employ people of Aboriginal descent as opportunities arise.
1.1.4	Expansion of Community transport in Murrin Bridge	Apply for funding from the Department of transport or another provider to expand the amount of community transport offered from Murrin Bridge to other locations.	Community transport increased to a daily service from Murrin Bridge.	DCCS	Enquiries made with Griffith Bus Company, service not considered viable for private sector without subsidies. No opportunities for Government funding identified.

Outcome 1.2: Successful transition from school to training to employment

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.2.1	Offer employment opportunities to young people at Lachlan Shire Council	Host School based traineeships, work experience and offer work placement opportunities	4 traineeships or apprenticeships offered. Work experience and work place programs implemented.	Human Resource Manager	Trainee Water and Sewer operators working in Lake Cargelligo and Tottenham. Apprentice Mechanic employed in Condobolin. Trainee Administration Officer position commenced 22 March 2020. Council has engaged with Schools offering to host students for work experience and work placement. Council has hosted work experience students as requests are received.

					Council advertised but did not attract suitable applicants for a Trainee IT Officer and a Cadet Finance Officer.
1.2.2	Support a youth employment model targeting young people aged 17 to 24.	Support a model , like the green army, that will fill the gap	Reduction in youth unemployment rates in the Lachlan Shire	DCCS	Water & Sewerage Trainee Operator at Lake Cargelligo and Tottenham filled. Apprentice Mechanic at Condobolin workshop. Cadet Finance Officer and IT trainee role advertised but not able to be filled. Trainee Administration Officer employed in the HR Department.

Outcome 1.3: Council supported strategic education and training

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.3.1	Increase traineeships and cadetships in Council employment	Foster the growth of a local workforce through traineeship, apprenticeships and ongoing training.	Increased number of trainees	Human Resource Manager	<p>A 2 year Trainee Administration Officer position commenced on 22/3/2020.</p> <p>The apprentice Mechanic has completed year 3 of his Apprenticeship and has moved into a full time mechanics role</p> <p>The Gardener – Lake Cargelligo is undertaking a Certificate III in Horticulture.</p> <p>One staff member currently undertaking a Certificate III in Early Childhood Education & Care traineeship. One staff member received a Certificate III in Early Childhood Education and Care traineeship in this period.</p> <p>A student from Condobolin High School undertaking a school based traineeship at Lachlan Children’s Services.</p>
1.3.2	Work with schools to provide work experience in Local Government.	Work closely with regional high schools to host school based traineeships, work	Participate in Careers in Local Government. School students undertake work	Human Resource Manager	<p>The library hosted 2 work experience students in this period.</p> <p>Growing Lachlan is currently developing a strategy to encourage School Based Apprentice Training (SBAT). Council is playing a role supporting this. Discussion with Condobolin High School and Lake</p>

		experience and work placement programs.	experience and work placement with Council. Presentations in Local Government to local schools.		Cargelligo Central School regarding Council participation at a local High School Careers expo. Council attended the Lake Cargelligo Central School Expo. Work experience students hosted in FY2020/21
1.3.3	Utilise library programs to encourage reading and literacy training.	Provide broadband for seniors. Continuation of the Early intervention reading program.	Number of seniors attending. Number of children attending. Number of books/ materials borrowed.	DCCS/Librarian	Completed. Broadband computers for seniors are available and proving extremely popular with 182 uses this period, averaging 35 minutes per session. LEAP program was implemented in February 2020 that provides technical assistance in the use of devices such as mobile phones, tablets and laptops to older members of the community by appointment only. Baby Rhyme Time, and Preschool Story Time are offered in house twice a week at Condobolin Library (Wednesdays and Fridays), excluding school holidays. We have on average 8 people attending each session with a total of 2,435 items borrowed for this age group. The Library has entered into an Agreement with ALIA for 2021 for a Pilot program which covers copyright permissions to allow us to have an online Story Time presence once a week via Facebook. Council participated in National Simultaneous Story Time. More than 20,000 book loans in last 12 months. Library membership increase to 3,725.
1.3.4	Ensure targeted education and training is delivered across the Shire.	Lobby and advocate State Government on the need to retain skill-based training programs delivered at TAFE Campuses at Condobolin and Lake Cargelligo.	Advocacy undertaken	Human Resource Manager	TAFE NSW is delivering courses from Condobolin and Lake Cargelligo and Council currently assists with advertising on Facebook. Courses include, business administration, welding, leadership and management, community services and first aid.

	Explore RTO options.	Report on options completed.	
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Outcome 1.4: Childcare services and facilities that meet the needs of young families

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.4.	Operate Preschool in Condobolin	Maintain accreditation of Condobolin Preschool at Lachlan Children Services. Investigate options for long day care services in Condobolin. Offer Preschool service on Wednesdays.	Pass accreditation Investigation completed 10% increase in enrolments Service operating on Wednesdays with average attendance of 16.	DCCS	Accreditation completed In January 2021. Complete - Funding has been provided by Council and the State Government to expand the existing Preschool in Condobolin. Preschool Hours of operation: Monday - Thursday 8:30am to 4pm 20 places offered. Average attendance above 16 children per day. After school Care hours of operation: Mon-Friday 3pm to 6pm Vacation care offered throughout school holidays (Not Public holidays) Mon – Friday 8:30am to 5:30pm
1.4.	Provide mobile childcare services to remote communities	Complete a cost benefit analysis of providing the mobile childcare service to Lake Cargelligo, Tullibigeal, and Euabalong.	Cost benefit analysis completed Enrolments in service to increase by 10%	DCCS/ Children's Services Coordinator	A Business Plan for the provision of mobile services to the Shire's Remote communities has been completed. Achieved - Tullibigeal and Lake Cargelligo mobile childcare now in operation. Current Mobile Venues and Hours of Operation Tullibigeal Mobile: Mon –Tues 8:45am to 3:15pm

					<p>Lake Cargelligo: Wed – Thurs 8:45am to 3:15pm</p> <p>Condobolin Mobile : Friday- 8.30am-3.30pm</p> <p>Cost benefit analysis completed – not financially viable for Euabalong.</p>
1.4.	Make the mobile service financially viable.	<p>Apply for CCCF grant</p> <p>Investigate the restructuring of the service.</p>	<p>Grant successfully applied for</p> <p>Cost to Council to be restricted to \$50,000</p>	DCCS/ Children’s Services Coordinator	<p>Complete - Grant application successful.</p> <p>Complete - Service costs less than \$50,000 per annum</p>

Outcome 1.5: Increase Community participation in arts and cultural activities

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as 31 December 2018
1.5.1	Support the Penrith Alliance in facilitating arts training for young people, sporting and cultural exchanges and staff training and exchanges with Lachlan	<p>Partner with the Penrith Performing and Visual Arts Inc., and Vincent Fairfax Family Foundation (VFFF) to deliver the three year “On the Road” project.</p> <p>Actively foster and support sporting and cultural exchanges. Promote staff training or exchanges.</p>	<p>Programs successfully Completed and participants satisfied.</p> <p>One exchange held per year.</p>	DCCS/GM	<p>On the road project communicated to the Condobolin HS. Contact made between the school and Penrith City Council</p> <p>Condobolin admin staff have attended Penrith CC to learn from staff there. Arrangements made for PCC environmental staff to visit LSC To gain rural work experience.</p> <p>PCC staff have also provided remote support to LSC staff for various Development Applications and general environmental advice.</p>

					<p>Condobolin Corporate services team have been networking with and exchanging resources with Penrith team. Penrith City is hosting a Lachlan Shire employee in their offices.</p> <p>Ongoing discussions with PCC regarding supported services around asset management and financial services. No longer being pursued as systems not easily compatible.</p> <p>PCC economic development staff attending Growing Lachlan and Lower Lachlan Business Forum in November 2019.</p> <p>Tottenham Central School sent students to Penrith for work experience in 2018.</p>
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1.5.2	Support Arts Out West and local art competitions.	<p>Maintain involvement and partner in Arts Out West activities.</p> <p>Support Waste to Art initiative</p>	<p>Number of Arts Out West activities in LSC.</p> <p>Waste to Art Exhibition held.</p>	DETED	<p>Arts Out West supported through Western Plains Regional Development which is funded by Council. Waste 2 Art Supported by Council and WPRD. Due to COVID-19 Waste 2 Art was cancelled for 2020 but was held again in 2021.</p>
1.5.3	Build Tourism precinct	<p>Relocate Utes in the Paddock to Condobolin</p> <p>Sculpture Trail in collaboration with Forbes Shire Council</p>	<p>Relocate by December 2018</p> <p>Create Trail by December 2018</p> <p>Build by December 2018</p>	TO	<p>20 Utes relocated. Growing Local Economies \$10.1m grant approval announced. The grant application for project funding for the sculpture trail has been approved. One sculpture has been officially unveiled. Another sculpture has been installed but not officially opened. Council have made their first two contributions towards the trail.</p>

		Build Jockey's Memorial			Rotunda and Jockey Memorial erected, Wood log Sculptures completed, landscaping work to be finalised later this year. Road betterment works underway. Public Works Advisory (PWA) are project managing the delivery of the new Visitor Information Centre (VIC). The design has been completed and a DA approved for the new centre. A tender is currently underway for the construction of the new VIC.
1.5.4	Increase usage of Council's library service	Report on the viability of increasing hours at Lake Cargelligo and Tottenham Increase hours at Tottenham Library by four hours per week. Increase hours at Lake Cargelligo library by four hours per week. Expand Condobolin Library	Hours Increased Increase of four hours per week. Increase of four hours per week. Expansion Completed	Librarian	Completed – September 2018 Analysis complete. Statistics collected show insufficient numbers. Increasing number of borrowers utilising online services such as Borrow Books. Opening hours are after school hours in Tottenham and Council administration office days & times at Lake Cargelligo. Condobolin expansion completed in September 2018 which resulted in library footprint doubling in size.

Outcome 1.6: Improved health care for the community.

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.6.1	Support programs to attract and retain medical and allied health professionals.	<p>Facilitate annual bush bursary program.</p> <p>Support the creation of a Central West JO to lobby for improved health services.</p>	Ensure ongoing program support	DCCS / GM	<p>Bush Bursary Students completed placement in December 2018, January 2020, 2021 and 2022</p> <p>Central NSW Joint Organisation was proclaimed on 11 May 2018 Mayor and GM have met with representatives from Ochre Health, RaRMS and WNSWLHD to Discuss ongoing medical services.</p> <p>Brenshaw Medical recruited to operate medical services from the Melrose Street Medical Centre including allied health services.</p> <p>Lease of Melrose St Medical Centre to Brenshaw Medical renewed.</p>
1.6.2	Central location for all Aged Services	<p>Apply for funding to establish a Multi service Outlet for the provision of all Aged services in Lake Cargelligo.</p> <p>Investigate the viability of moving the Lake Cargelligo HACC service to a central location in the centre of town.</p> <p>Investigate the viability of providing aged</p>	<p>Application completed</p> <p>Cost /benefit analysis completed</p> <p>Services in smaller locations across the Shire.</p>	DCCS (DIAP)	<p>Opportunities for funding not yet identified.</p> <p>Client walk ins are not a feature of the Lake HACC service. There is no benefit to service users. Completed.</p> <p>Discussions with Hon Mark Coulton MP regarding possible funding</p>

		care services to smaller villages.			models for Lake Cargelligo Retirement Home
1.6.3	Advocate for visiting specialist health services to the shire.	Advocate for the provision of visiting specialists to the shire.	Dialysis offered in both towns.	DCCS (DIAP)	<p>Preliminary research completed on the need for a Dialysis service.</p> <p>Some contacts established and issue discussed. Mayor and GM have met with representatives from Ochre Health, RaRMS and WNSWLHD to discuss Ongoing medical services.</p> <p>Corporate services team have been liaising with interagency meeting participants to investigate options.</p> <p>Discussion held with GM and WNSWLHD regarding dialysis services. WPRD letter requesting re-introduction of Dialysis service at Condobolin Hospital supported. Information provided to WNSWLHD regarding lack of Community Transport Services to transport Dialysis patients to Forbes Hospital.</p> <p>WNSWLHD needs survey distributed to stakeholders for response.</p>
1.6.4	Improved Mental Health Services	Advocate for a permanent and full time mental health worker in the shire.	Permanent mental health position in Condobolin or Lake Cargelligo.	DCCS (DIAP)	<p>Council has supported the implementation of a Suicide prevention officer funded by Western Primary Health Network Service included in Drought</p>

					Communities Program, project application. Funding obtained under SCCF3 for a Drought Support Worker employed through WPRD.
1.6.5	The Wellbeing of Carers	Apply for funding to offer respite care in Condobolin and Lake Cargelligo.	Respite care offered in Condobolin and Lake Cargelligo.	DCCS/HACC Coordinator (DIAP)	Respite care now offered in Condobolin and Tottenham.
1.6.6	Optimise the efficiency of the HACC funding.	Review the allocation of spending on services between each town.	Review completed and resources re-allocated accordingly	DCCS/HACC Coordinator (DIAP)	HACC budget and spending allocation reviewed. Resources are allocated according to client needs in each community. Number of clients serviced have been increasing since late 2019 in both Condobolin and Tottenham. Emergency COVID-19 funding received from the Department of Health to maintain meal service delivery. Applied for and successfully received grant to support seniors in social isolation though COVID-19.

Outcome 1.7: Improved Social Outcomes for those with disabilities.

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.7.1	Advocate for the provision of aged care services across the Shire.	Engage with relevant Federal/ State agencies, RSL Life-Care, Lake Cargelligo All Care, Tottenham Welfare Council and NGOs to support aged services.	Maintenance of existing facilities and maximise opportunities for external funding.	DCCS/ HACC Coordinator or (DIAP)	Implementing improvements from successful audit. Funding secured for the next two years. Existing facilities being maintained. Aged care services provided in Condobolin, Lake Cargelligo and Tottenham.

1.7.2	Recreational and learning facilities for people with disabilities.	Construction of a sensory playground at Bill Hurley Park Condobolin.	Construction of sensory playground by 31 December 2018.	DIS	Sensory Playground installed in Condobolin. Gum Bend Lake Play equipment upgrade complete Lake Cargelligo Recreation Ground play equipment underway.
1.7.3	Disability access in all Council buildings.	Installation of hearing loops in major Council public buildings. Audit of disabled access to council buildings Installation of disabled toilets in Council buildings	50% of major buildings installed with hearing loops. Audit completed 50% of major buildings have disabled access.	DETED (DIAP)	Hearing Loops have been installed in the Condobolin Council Chamber. Hearing loop system including PA has been installed last year in the Lake Cargelligo Memorial Hall. A hearing loop and PA system has recently been installed in the Tottenham Memorial Hall. Disability access audit to Council buildings complete. 10 year maintenance and upgrade schedule close to completion. Subject to funding availability and when refurbishments occur
1.7.4	Community Transport Available when needed	Advocate for the re-introduction of a taxi Service in Condobolin Monitor usage of bus service to Dubbo in Tottenham. Provide community car for Tottenham.	Subsidies investigated. Taxi service re-introduced. Bus service proven successful Statistic kept and reported. Bus Service introduced	DCCS/ HACC Coordinat or (DIAP)	Taxi service opened in May 2018 in Condobolin. Community transport service provided in Condobolin, Tottenham and Lake Cargelligo. Ongoing. Bus service used regularly. Car is being used regularly. HACC community care regularly being used in Tottenham for transport between Tottenham and larger service centres. Taxi service now in place.

		Advocate with Transport NSW for a circuit bus around Condobolin			
1.7.5	Advocate for the provision of Dialysis Services in the Shire.	Formally request the Department of Health to provide Dialysis Services in Condobolin and Lake Cargelligo hospitals.	Dialysis service in Condobolin & Lake Cargelligo	DCCS (DIAP)	Contact numbers have been established. No formal advocating done. Corporate services team have been liaising with interagency meeting participants to investigate options. Mayor and GM have raised the issues at meetings with WNSWLHD. Council is providing input to the Collaborative Care Pilot Project being undertaken by WNSWLHD.

Outcome 1.8 Wellbeing of Youth

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
1.8.	Development of a Youth Strategy	Support Life Without Barriers, WPRD and WCC in the production of a youth strategy.	Support and input given to the youth Strategy. Actions implemented.	DCCS	Stakeholder engagement completed January/February 2021. Youth Strategy completed and adopted by Council. April 2021.
1.8.	Increase awareness about youth programs offered	Advertise programs through social media and on council's website.	20% increase in participation in the programs	DCCS	School holiday programs and relevant programs for youth advertised regularly.
1.8.	Support youth development programs within the shire.	Support WPRD to provide youth program. Improve the standard of youth centres in Condobolin, Lake Cargelligo and Tottenham.	Funding of WPRD Funding of improvements to the youth centres in the three towns.	DCCS/DETED	WPRD Funded. Youth Strategy adopted by Council April 2021 which will assist with future funding applications. Council has purchased a property in Condobolin for use as a Youth Centre & multipurpose community space. Works have been completed and the facility is available for youth services. Council received funding under the live and local fund and micro music festivals are being carried out as appropriate. An EOI was

	Support Micro Music Festival	Participation of local amateur talent	recently carried out for local musicians to participate in the live and local campaign. However, limited entries were received.
	Work with the police to get funding to Establish a PCYC.	Commitment from Police gained. Funding attained.	Police informally advised that population does not meet current minimum requirement for establishment of a PCYC. WPRD staff have contacted PCYC to see if any options could be made available.
	Support CDAT Committee initiatives	All meetings attended.	Ongoing

Tourism & Economic Development

Outcome 2.1: A vibrant tourism industry

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
2.1.1	Promote Lachlan Shire as tourist destinations.	Work with Central NSW tourism to encourage visitors to the Central region of NSW to come west and visit our towns. Promote specific towns in Lachlan Shire as a tourist stop points.	Visitor Numbers increase by 15%. Bed stays increased. Increased visitor numbers by 10% according to accommodation providers	TO DETED	Destination Management Plan is complete. Staff continuing to work on completing actions from the plan. Ongoing liaison with Destination NSW and Central West Tourism. Staff are trying to collect more information on visitor numbers so we can better understand our tourist market. The new VIC in Condobolin will assist with this data collection.

		Investigate new branding options.	Investigation completed with new branding		Work currently underway. Council held a logo design competition which did not produce any suitable designs. Council embarked on a re-branding exercise which included the establishment of a tourism brand. Options for a new tourism brand as well as a new corporate brand were adopted by Council at the June 2021 Council meeting.
		Update Lachlan Shire brochures.	New brochures available		Draft brochures, incorporating the new branding, referred to above, are currently being prepared. This will be an interim brochure as another brochure will be prepared once the new VIC comes on-line.
		Advertise locations within the shire as attractive camping spots.	Increased camping numbers by 20% per year		New flyers were prepared this year to promote Council's camping locations as well as to advertise fishing locations within the Shire and these have been distributed to the visitor information centres
2.1.2	Increase things to see and do for visitors to the shire	Build a truck stop and tourist precinct.	Precinct completed. Visitor numbers who come to the precinct. Investigation completed	TO/DIS/DE TED	Utes in the Paddock relocated. Grant Executed for Growing Local Economies program. Some of the road works on Lachlan Valley Way are complete, with detailed designs being completed for internal road works, the Murie and Smythes Corner Culvert structures and these works are ongoing
		Investigate the viability painting of the Silos with rural characters on the Eastern entrance to		DETED	Stage 3 beautification works have commenced, with solar lights installed, further footpath works and wood sculptures completed. The funding deed has been executed, the design of the new VIC has been finalised and a tender is currently being run for the construction of the new VIC with works expected to be completed in 2022.
					Investigation completed. Silos at the entrances in Condobolin and Lake Cargelligo cannot be used for Art purposes as they are still active work sites. Lakes Alive have secured grant funding to place a mural on the old water tower in Lake Cargelligo and funding under

		Condobolin and in Lake Cargelligo.			the LRCI#3 will hopefully be used (subject to application) towards a mural on the water tower at Tottenham. Tourism Officer has started discussions with farmers. New bird website up and running. Brochures are also being prepared.
		Promote Farm Tours	Visitor numbers who come to town to view the silos.	TO	
		Create a list of Birds	Successful tours List completed	TO	Brochures have been prepared. Lake Cargelligo birds are going to launch new websites promoting bird life in Lake Cargelligo.
2.1.3	Provide a visitor Information Centre	Investigate the options for a Visitor Information Centre in Condobolin both long and short term.	Development of a business plan for a VIC. Operation of a designated VIC in Condobolin.	TO DETED	Council have obtained a grant to construct the Visitor Information Centre in Condobolin and works are expected to be complete in 2022. Tourism and Economic Development Officer has been working with Western Plains Regional Development to improve signage and overall exposure of the current visitor information centre in Condobolin, which will be utilised until the new centre opens in 2022.
2.1.4	Participate in regional Promotion	Remain members of Central NSW Tourism and join the Newell highway Tourism committee.	Increased number of nights stayed in Lake Cargelligo and Condobolin	TO DETED	Ongoing. Council took part in the "we want you back" campaign. Council's Tourism Officer is very active in the Central NSW JO Tourism group. Representations have been made to ensure Lachlan Shire is part of the new Central West Destination Network, rather than the Country and Outback network.

2.1.5	Promote the Wiradjuri Centre as a location for Tourists to visit.	Install directional signage to the Wiradjuri Cultural Centre.	Signage installed.	DIS	Completed.
		Investigate a Bush Tucker/ Bush medicine shop	Investigation complete	DETED	Included in Council's Destination Management Plan.
		Promote the WCC as a tourist destination.	Increased visitor numbers to the WCC.		The WCC is included as an attraction in the Council's Destination Management Plan. Council officers are working with the WCC to promote the WCC as a tourist destination.
2.1.6	Improve the marketing of existing events.	Creation of a calendar of events.	Calendar of events created.	DETED	Event calendar has been created and will be incorporated in the new website.
		Events promoted on Facebook	Number of events listed on Council's face-book page.	CCE	Facebook is regularly used to promote local events.
		Creation of a text notification database which is used to promote events.	Database created and used for notification.		Community Engagement and Communications Officer is investigating options in this space as part of a communications audit.
		Create a Phone App for What's on in Town.	App created	CCE	Scheduled for 2021/22 and is dependent on funding.
2.1.7	Increase visitors to the shire	Provide town parking for motor homes and caravans.		TO DETED	Will form part of the tourism precinct which has recently received funding and which is currently in the planning stage.
		Market premium free camping locations within the shire.	Value of receipts at Gum Bend Lake.		Council featured in the Caravanning Australia Magazine and the Free Camp Guide which is compiled every two years. Also featuring on free camping websites. New information will be prepared

		Develop a Destination Marketing Plan	Accommodation operator survey. Plan Completed		promoting the new amenities block that has recently been completed. Complete
2.1.8	Development of a new event	Investigate the viability of different types of events.	Report on viability of new events completed.	DETED	<p>Council provides financial and in kind support to a number of events in the Shire, including Condo 750, Condo Cookup, Novemberfest, Skyfest</p> <p>Council has recently received funding to conduct live and local music events which will focus on local musicians and local venues.</p> <p>Council was successful in receiving a grant for a summer event, which was a movie night which was held in Renown Park, Condobolin. The grant funding allowed Council to purchase equipment which can be used throughout the Shire which will allow more movie nights to be held over the next year (COVID pending).</p> <p>An event is being organised for Lake Cargelligo in March 2022, utilising a grant, that will involve musicians and a movie by the Lake.</p>
2.1.9	Improve Caravan Park facilities in Lake Cargelligo, Burcher and Condobolin	Investigate the viability of leasing the caravan parks out to private operators with conditions attached for capital improvements.	Report completed Decision made	DETED	<p>Current Contracts for Condobolin and Lake Cargelligo Caravan Parks are in place until early 2022. Council will consider a report to extend these at the January Council meeting until June 2022.</p> <p>Council has endorsed master plans for both Condobolin and Lake Cargelligo Caravan Parks and documentation is now being prepared to lease out the parks under a long term (e.g. 21 years) licence. Condobolin Caravan Park is part of a Crown Reserve and as such this may need to be part of a management contract for another 3 years to allow crown land issues to be resolved.</p>
		Upgrade Shower & Toilet facilities at Burcher	Toilets installed	DETED	<p>Works have been undertaken at the Lake Cargelligo and Tottenham caravan parks, including a new amenities block at Tottenham, a camp kitchen at Tottenham and upgrades to the amenities block at Lake Cargelligo.</p>

					A new camp kitchen will be installed at Burcher with works to be completed in early 2022.
					Completed
2.1.1	Develop Forbes to Condo Sculpture Trail	Work with Forbes Shire Council to develop a sculpture trail from Forbes to Condobolin on Lachlan Valley Way	Funding Secured Sculptures Erected	DETED	Ongoing - ETED staff continue to work with the Forbes Art Society (FAS) and Forbes Shire Council to develop the sculpture trail. Council have committed \$100,000 towards the project over three (3) years and have made two of the payments to the FAS. The first sculpture in the Lachlan Shire LGA has been opened and another sculpture is complete but has not been officially opened.
2.1.1	Support the Lake foreshore Development	Support the development of a licensed community club and function centre near the existing boat club and recreation ground.	Support given where possible. Application submitted.	DIS/TO	Foreshore sheltered bench constructed, sheltered seats constructed, irrigation upgrades complete at Recreation Ground complete, Pontoon complete, near Recreation Ground. Second Pontoon at Apex park being progressed. Stage 3 irrigation works are completed. . No progress on licenced community club and function centre.
2.1.1	Support potential environmental and eco-tourism projects	Work with Department of Prime Minister and Cabinet to attain funding for the rehabilitation of Robinson Crusoe Island.	Application submitted.	DIS	Bird Hollows project completed with a number of bird hollows installed around Gum Bend Lake. Bird watching shelters installed around Gum Bend Lake. Wading Bird areas created at Gum Bend Lake. Continue to work with stakeholders on the development of educational signage. Discussions are taking place between Landcare and Council on interpretative signage for animals that utilise Lake Cargelligo.

Outcome 2.2: A diverse range of employment opportunities

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
2.2.1	Encourage residents to shop local	Promote Why Leave Town Program Development of a Shop Local Retail Guide Hold the Christmas Fiesta in 2017	No of retail outlets accepting Why Leave Town Cards Guide Produced by Nov 2017. Shop local docket exceed \$220,000.	DETED/TO	Promoted through the Condobolin Chamber of commerce. Council made a financial contribution to the Why Leave Town promotion. Representations were also made by Council staff to Evolution Mining to support the program. Evolution Mining have now given the Condobolin Chamber of Commerce a substantial contribution towards the WLT program. A shop local retail guide is currently being prepared now that Council has new branding Council continue to support the Christmas Event and have provided both financial and in-kind support.
2.2.2	A strong Retail sector	Conduct a Retail operator and Shopper survey	Survey completed and conclusions drawn from it.	DETED/TO	Survey has been completed. Results used for Mid Lachlan Alliance project.

		<p>Development of Customer database</p> <p>Assist and Facilitate an effective chamber of commerce in Condobolin and Lake Cargelligo.</p> <p>Facilitate the running of Retail Re-vamp workshops.</p> <p>Investigate the viability of a community Co-op.</p> <p>Facilitate the filling up of shops in the main Street.</p>	<p>No of people on the database and times used.</p> <p>Membership of the chamber of commerce increase from 14 to 25.</p> <p>Participation of ten retail businesses in the workshops</p> <p>Reduction in the number of vacant shops</p> <p>Empty Shops filled in main street with retail or human interest items.</p>		<p>An email list of customers has been prepared.</p> <p>Assistance provided to Chamber where needed. Council Staff attend meetings. Council staff are investigating the possibility of a Lake Cargelligo Chamber of Commerce. The number of members of the Condobolin Chamber of Commerce is currently 40.</p> <p>Not yet commenced, however, businesses in both Lake Cargelligo and Condobolin main streets have utilised funding under the Local Heritage Grant Fund to make improvements to their buildings. Council have organised a number of events to assist retail businesses from energy savings workshops to marketing events.</p> <p>Grants have been obtained to run events during small business month 2022.</p> <p>Council encourages businesses to occupy the empty buildings in the main street and provides advice, as requested, to people looking to occupy premises.</p> <p>The Why Leave Town program is run by the Condobolin Chamber of Commerce.</p>
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	Support the Why Leave Town Program	Increase in annual value of cards loaded from \$11,000 to \$13,000 in year 1 increasing by \$2000 per annum thereafter.			
	Pursue a tenant for the former Target building	Tenant secured and operating a retail business.			COMPLETE
	Investigate business open hours on Public holidays and weekends	Business hours open at business times on weekends to capture weekend visitors			Chamber of Commerce have approached businesses re weekend openings. Limited STATUS at this point.
	Develop 'Look Local' Campaign	Residents considering local business before leaving town			Suggested in Chamber meetings. Current campaign is being supported by the Condobolin Chamber of Commerce and the Why Leave Town Cards support this.

Outcome 2.3: Encourage Business Activity

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
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2.3.1	Recognise Business excellence	Investigate the reintroduction of Lachlan Business Awards	Award ceremony conducted	DETED/TO	Council supported the Chamber of Commerce in Condobolin in running the first business awards in September 2020. The event was successful and the Chamber plan to hold the event each year but COVID stopped the 2021 event.
2.3.2	Implement the Actions in the Economic Development strategy	Engage consultant to commence actions in Economic Development Strategy	Strategy completed	DETED/TO	Consultant engaged to discuss how Council can help businesses, Several actions from the Economic Development Strategy have been included in Council's Delivery Program.
2.3.3	Access to premium Industrial Land	Investigate the viability of converting the saleyards to an industrial sub-division. Sell existing Industrial Lots	Investigation completed. All industrial lots sold.	DETED/TO	Not yet commenced. Resistance from Agriculture sector and agents to removal of saleyards All blocks sold in Condobolin and Lake Cargelligo. Consideration being given to create more industrial land in Condobolin and Lake Cargelligo under the Rural and Industrial Land Use Strategy which is currently being prepared
2.3.4	Encourage value added agricultural industries	Investigate the viability of a Cotton Gin in the Shire.	Investigation completed.	DETED/TO	Discussions held with some property owners however not financially viable at this time. This is also being examined as part of the Inland Rail business case.
2.3.5	Attract new Industries/ Businesses to the Shire	Investigate the viability of a solar farm in the shire Follow up on the possibility of starting a feedlot in the shire. Liaise with Graincorp to investigate the possibility of	Viability investigated Proponent contacted. Graincorp updating their terminals	GM/DETED	A Development Application was approved for a solar farm on the outskirts of Condobolin in June. Lamb feedlot established at Kiacatoo. GrainCorp Regeneration Project in planning stage. Council supported request for closure of rail crossing at Silo Road. Joint application to NSW Fixing Country Roads for upgrades to

		upgrading the Grain Receival terminals at Lake Cargelligo and Condobolin.			intersections along Henry Parkes Way (at Silo Road & Kiacatoo Road) Fuel storage business in Lake Cargelligo and Condobolin. Significant expansion of several business such as Maspro, Allshelters, Durotank and Carmed
2.3.6	Improve Marketing of businesses in the shire	Finance an annual training session on marketing.		DETED	Western Business Forum was held in 2019 through Growing Lachlan. Social Media Workshops have been held throughout the Shire, including during small business month in October 2020. More one-on-one training is also being facilitated by Council through Business HQ. More training workshops are to be held as permitted/requested.
	Access to residential Land	Sell existing Randall St blocks Sell existing residential blocks in Lake Cargelligo Investigate the viability of a new residential sub-division for older people near the lake in Lake Cargelligo.	All blocks sold and being used One block sold per year. All blocks sold Investigation completed.	GM/DETED	All lots now sold Scott Street Subdivision planning & design completed. Interest in the Scott St sub-division. Awaiting decision on grant funding under LRCI – Phase 3 to complete the Scott Street subdivision All lots have now been sold. Investigations for the release of more residential land are ongoing. Land subject of Aboriginal Land Claim and Native Title not available for subdivision until claim resolved.

2.3.7					
	Support Mining operations in the Shire	Encourage and support the proposal of Platina Resources at	Report on support required	ELT	Regular meetings and advice provided to Platina Resources and Cleanteq to support mining proposals and development.

	Owendale and support Cleanteq at Fifield	completed. Support given.	Engagement with Cleanteq/Platina/Mineral Hill/Rim Fire/Talisman/Eastern Metals and Evolution is ongoing.
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Outcome 2.4: Access to Reliable Current Technologies

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
2.4.1	Council to keep up to date with technological improvements and achievements	Digital radio coverage	Digital radio coverage available across the Shire	DETED	Scope of works and specification being developed for radio network upgrade. Upgrade of radio network not cost effective. Cel-Fi boosters have been installed in plant to improve mobile phone reception and phones are being installed for use by staff. Submissions have been made for additional mobile phone towers to both the federal and state government
2.4.2	Advocate for complete mobile phone coverage throughout the Shire.	Liaise with service providers and Federal Government for increased mobile coverage throughout the Shire. Advocate for NBN	Increased mobile coverage in Shire. NBN Operating prior to December 2017.	GM DIS COUNCIL DCCS	Announcement of Yellow Mountain tower to be constructed. Submission made to federal government for additional mobile phone towers. Facilitated public consultation for the proposed Manna Mountain phone tower. NBN installed and operating. Letter sent to local federal MPs and NBN Co regarding connectivity in industrial areas. Details of Mobile Blackspots provided to RDA, CNSWJO and Federal Member for Parkes for future funding opportunities.

Outcome 2.5: Improve the appearance of each town

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
2.5.1	Improve the appearance of the CBD's	Develop a streetscape plan for the main streets in Condobolin and Lake Cargelligo.	Plans Developed Community Agreement 80% Resident Satisfaction with end result	DIS	Foster Street detailed design completed. . Tenders to be called in February 2022. Additional \$1Mil in funding sourced through the Tourism Activation program. Work programmed for delivery over 12 months, with confirmation of timeline through the Tender process. . Applications for BBRF Round 5 was submitted for Condobolin and Lake Cargelligo CDB Upgrades. Application unsuccessful. Further application for BBRF round 6 to be submitted for Bathurst Street. Vision Concept complete for Bathurst Street Condobolin William, Busby, Lachlan Streets detailed design completed. Fixing Local Roads Funding announcement will enable the construction to commence. Denison Street concept design completed. Funding yet to be identified.
		Implement Plans for Condobolin and Lake Cargelligo.			
		Complete a Management Plan for each of the villages	Plans completed for each village.	DETED/DIS	Village enhancement plans done. Follow up consultation with community to be done with next Community Strategic Plan. Works are being carried out under the plan as funding becomes available.
		Encourage businesses to paint shop awnings	Business paint shop awnings	DETED	Council has painted three buildings in the main street Condobolin, as part of lease of former Target Building. Local business owners are being encouraged to seek funding under Local Heritage Fund to undertake maintenance works such as painting shop awnings. One of the successful recipients under both last year's and this year's program is based in Foster Street, Lake Cargelligo and those works have now been completed
2.5.2	Improve the appearance of town entries.	Improve Parks at Condobolin Town Entrance	Parks appearance improved	DIS	Lions Park upgrade is complete. Tottenham Memorial Park upgrade works complete.
		Improve Lake Cargelligo town entrance			Entrance signs installed on all four entrances to Lake Cargelligo.

		<p>New signage for all town entrances</p> <p>Appropriate Trees at the entrance of each town.</p>	<p>Town Entrances appearance improved</p> <p>New signage at town entrances</p> <p>Trees planted at town entrances</p>		<p>36 trees planted along Canada Street entrance in Lake Cargelligo. 12 trees planted along Federation Street, Albert. Installed new sign at the town entrance on Melrose Road, Condobolin.</p> <p>New entry signs have been installed in Derriwong, Fifield, Albert, Tottenham, Tullibigeal, Burcher and Murrin Bridge.</p> <p>16 trees planted on entrances to Tullibigeal.</p>
2.5.3	Improve the appearance of Council Buildings	Facelift of Condobolin Water Treatment Plant	Treatment Plant painted	DIS	Works packaged with upgrade/replacement to plant. Perimeter fencing has been replaced.
2.5.4	Improved signage in all towns	<p>Directional signage to Burcher from West Wyalong</p> <p>Install historical Signage throughout the Shire</p>	<p>Signs placed at West Wyalong</p> <p>Historical signage erected throughout Shire</p>	<p>DIS</p> <p>DETED</p>	<p>Burcher sign completed. Condobolin and Tullibigeal completed – signs already at Lake and Tottenham.</p> <p>Historical signage installed in Bathurst Street Condobolin and Pioneer Park Tullibigeal. Funding application for SCCF round 3 for signage in Lake Cargelligo was successful. Community consultation is required to ensure the project aligns with community expectations.</p>

Outcome 2.6: Attract new residents to the Shire

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
2.6.	Promote the benefits of a rural lifestyle	Build houses at Condobolin & Lake Cargelligo (Spec homes)	Houses built	DETED/MT P	Residential property purchased in Condobolin. New dwelling in Lake Cargelligo completed.
		Investigate Changing Council's LEP to allow for more Rural living lots.	LEP completed with provision for Rural Living blocks	DETED/MT P	Council's Local Strategic Planning Statement has been completed. Council will examine the need and impacts associated with creating more rural living lots as part of the rural and industrial land use strategy currently underway.
		Complete preparations for the Scott Street sub-division.	First stage of sub-division completed	DETED	Design completed. Development approval obtained. Construction plans and detailed estimate were prepared by consultant engineers. A subdivision certificate application was lodged in late June to subdivide the existing doctor's house from the remainder of the lot and that house has now been sold. Subject to LRCI – Phase 3 funding construction on the Scott Street subdivision should commence in 2022.
		Promote affordable housing in the Shire to external markets.	Increased resident numbers	DETED	A new prospectus pack will be prepared to provide to potential new businesses to relocate to the Shire, which will include the promotion of affordable housing in the Shire, now that once the branding project is complete.

Transport

Outcome 3.1: Efficient transport networks that meet community and business needs

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
3.1.1	Implement road maintenance, renewals and improvements in accordance with Transport Asset Management Plan.	<p>Complete annual maintenance, renewals and improvements program.</p> <p>Reinstate flood damaged roads</p> <p>Implement road sealing program</p> <p>Prepare and implement truck rest areas near each village.</p>	<p>Reseal program completed.</p> <p>Grant funded programs completed, e.g. Roads to Recovery, Block, REPAIR, NDRRA.</p> <p>Complete works identified in AMP.</p> <p>Rest areas completed.</p>	<p>DIS</p> <p>DIS</p> <p>MR</p> <p>MR</p>	<p>Reseal program for FY20/21 complete. In progress for 21/22 BLOCK grant works complete for FY20/21, and works underway for FY21/22.</p> <p>NDRRA application approved for storm damage sustained in April 2020.</p> <p>NDRRA application approved for storm damage sustained in March 2021.</p> <p>NDRRA application approved for storm damage sustained in November 2021 –January 2022.</p> <p>Fixing Local Roads, Fixing Country Roads, REPAIR, Roads to Recovery, and FAG funded works are being delivered in 2021/2022.</p>
3.1.2	Operate and maintain airports at Condobolin, Tottenham and Lake Cargelligo to meet statutory standards.	<p>Complete Condobolin Airport Master Plan</p> <p>Reseal Condobolin Aerodrome</p> <p>Reseal Tottenham Aerodrome</p> <p>Resheet Lake Cargelligo</p> <p>Complete the Condobolin Airport Management Plan.</p>	<p>Compliance with statutory requirements.</p> <p>Resheet Lake Airport runway</p> <p>Management Plan</p>	DIS	<p>Masterplan done.</p> <p>Budget allocation was deferred to improve Budget position. Regional Aerodrome grant application was unsuccessful</p> <p>Reseal for Tottenham Aerodrome have been budgeted for FY 22/23</p> <p>Gravel resheet done.</p> <p>Grade water Roll complete 2020</p> <p>Management plan under review... Not yet adopted by LEMC or Council.</p>

		Implement the Actions in the Condobolin Management Plan	completed and adopted by Council. Management Plan action items implemented. Actions in plan implemented.		Not yet done, owing to lack of funding. Replacement and upgrade of PAALC at Lake Cargelligo Complete.
3.1.3	Progressively widen existing narrow seals in accordance with Transport Asset Management Plan.	Complete reconstruction and widening of segments as a progressive program.	Completion of projects identified in the AMP.	DIS	Narrow seals on MR57S Gipps Way, MR231 Wyalong Road, and Fifield Road 57N have being widened and reconstructed as required during FY20/21. In total over 20kn of narrow seal was widened in FY20/21. Widening is in progress on 28 km of MR57N The Bogan Way between Tullamore and Albert.
3.1.4	Implement Rural Addressing	Map every rural entrance Notify all rural property holders of their address Install Signage	Rural Addressing completed.	DCCS GISO	Rural addressing completed.
3.1.5	Truck By-pass for Condobolin, Lake Cargelligo & Tottenham	Advocate to the Department RMS, for a truck by-pass of Condobolin and Tottenham and develop a truck bypass for Lake Cargelligo	Submission to Department of RMS completed.	DIS	Staged concept design for Lake Cargelligo done. Stage 1 and 1 B bypass completed. Stage 2 detailed design underway. Detailed design for Condobolin bypass via Denison & Lachlan Streets done. Maitland Street, upgrade commenced and nearing completion. Henry Parkes Way, Jones Lane, Maitland Street intersection design is underway with TfNSW. Tottenham bypass signage and line marking installed. Options assessment for Tottenham rail bridge completed. Grant application for funding for design and construction submitted
3.1.6	Road Safety Program	Participate in the Local Government Road Safety Program in partnership with Parkes and Forbes Shires.	Completion of three year Road Safety Program.	DIS	FY1920 funding agreement with RMS executed.

3.1.7	Traffic calming and road safety in Lake Cargelligo, Tottenham and Condobolin	<p>Intersection upgrades of William & Lachlan Streets, Lachlan Valley Way & Diggers Avenue Condobolin and intersection of Foster & Canada Streets, Rodeo Drive & Canada Streets, Rodeo Drive & Grace Streets, Narrandera Street & Rankin Springs Road Lake Cargelligo</p> <p>Main street improvements in Condobolin, Lake Cargelligo and Tottenham</p>	<p>Designs and costings completed. Grant programs identified grant applications submitted. Construction works underway. Main street masterplans are completed. Improvements completed</p>	DIS	<p>Designs completed for all intersections. Rodeo Drive HV upgrade completed including line marking. Construction works complete for Rodeo & Canada and Rodeo & Grace. Construction underway for Grace and Foster. Construction of Foster and Canada to occur with Foster Street works</p> <p>Detailed design under review for William, Busby & Lachlan Streets. Concept design completed for Denison Street. Foster Street detailed design done, with Tenders to be called in late 2022.</p> <p>Vision concept developed for Condobolin CBD. Funding applications underway.</p>
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Outcome 3.2: Improved pedestrian and cycle paths

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
3.2.	Implement the Disability Inclusion Access Plan	<p>Improve access for pedestrians and mobility aid users in areas lacking footpaths.</p> <p>Staged implementation of the Active Travel Plan (ATP) for Tottenham, Lake Cargelligo and Condobolin.</p> <p>Upgrade the footpath and include a cycleway along</p>	<p>50% of Active Travel Plan completed</p> <p>Footpath and kerb & gutter replacement program underway. Pedestrian crossing completed</p>	DIS (DIAP)	<p>Installation of disabled parking and pedestrian ramp in Lachlan Street Condobolin.</p> <p>Additional Footpath and laybacks completed at Utes in the Paddock and William Street Condobolin.</p> <p>Additional footpath and layback completed in Napier Street, Canada, Uabba, Yelkin, Prior, Foster, Lake, Lorne, Grace, Walker, Umang, Merilba, Moondana, Bulbodney, Mogille and Meryula Streets.</p>

		<p>Bathurst St with Condobolin main street improvements.</p> <p>Deliver footpath and kerb and gutter replacement program</p> <p>Install pedestrian crossing at the intersection of Foster and Canada Streets, Lake Cargelligo.</p> <p>Install pedestrian lay-backs in key areas around the schools in Condobolin and Lake Cargelligo.</p> <p>Construct shared paths around recreational facilities at sites identified in the Active Travel Plan, including, Tottenham racecourse and cemetery, Gum Bend Lake, Lake Walkway Stage II.</p> <p>Install drinking stations along shared paths</p>	<p>with Lake Cargelligo main street improvements .</p> <p>Works underway.</p> <p>Designs and costings completed.</p> <p>Grant programs identified grant applications submitted.</p> <p>Construction works underway.</p> <p>Installations begun.</p>		<p>Footpaths and pram ramp upgrades completed In Condobolin, Tottenham and Tullibigeal with Drought Communities Program. Lake Cargelligo Works have been funded through Drought Stimulus Program.</p> <p>Canada Street crossing complete. Foster Street not done yet. Pedestrian improvements included in the Foster Street Upgrade works.</p> <p>Grant successful for Condobolin High School and Lake Central School for safety improvements on Busby and Prior Streets respectively.</p> <p>Officers Parade Footpath works underway. 270m completed to date. Gum Bend Lake walkway – 510m of footpath works complete. 1580m constructed - Lake Cargelligo Foreshore walkway stage 2. 806m of works complete for stage 3 510m shared path installed at Gum Bend Lake.</p> <p>Further Grant applications successful for the remainder of the Gum Bend Lake Walkway, Condobolin River Walk, and Lake Cargelligo Foreshore Walkway stage 4.</p> <p>2 bubblers installed at Gum Bend Lake</p>
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3.2.	Develop disabled parking zones in all main towns.	Complete a map of disabled parking spots after consultation with the disabled community. Upgrade existing and install new disabled parking spaces. Disabled access ramp to Australian Standard AS2890	Map completed and parking spots re-located accordingly. Disabled car spaces and ramps constructed.	DIS (DIAP)	Condobolin library, and Canada Street Medical Centre modifications approved by traffic committee, Works are being programmed. Condobolin Memorial Park done. Disabled parking included in design for Foster St, Lake Cargelligo. Disabled Parking at Bathurst Street, near Banner Pole deferred by Traffic Committee pending Bathurst Street upgrade.
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Outcome 3.3: Upgrade Street Lighting

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	General Ledger
3.3.	Conduct an audit of Street Lighting Requirements and develop street lighting works program.	Complete Audit and deliver works program including adjoining roads and caravan parks. Install street lights at the side of the Lake Cargelligo caravan park.	Audit done. Delivery program underway. Installation of new lighting.	DIS	LED streetlight replacement program developed with Essential Energy. To be rolled out across the entire shire in April – June 2022. No progress.

Governance & Financial Control

Outcome 4.1: Involved and Active Community Groups

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
4.1.	Support and develop the capacity of Council's S355 committees and other committees that manage Council facilities, events and initiatives.	<p>Ongoing liaison with committees.</p> <p>Provide point of contact and selected information and training opportunities.</p> <p>Correspondence regarding terms of reference and Financial Reporting.</p>	<p>S355 committees active and delivering on terms of reference.</p> <p>Compliance with the requirements of Sect 355 of the Local Govt Act and Council attendance at Sect 355 committee meetings.</p>	DCCS	<p>Committees have been contacted and given the Terms of Reference. Committee meetings have been attended upon request.</p> <p>The Administrative Officer – Corporate & Community Services has been established as the point of contact for the committees.</p> <p>Compliance requirements followed up for 2019, 2020 & 2021 external audits.</p>
4.1.	Re-vamp Australia Day celebrations so that there	Creation of an Australia Day Shire Wide Committee	Committee created and working Attendance of 100 people at	GM	<p>Committee created.</p> <p>Achieved</p>

	is one main event in the shire	Run Australia Day as a Shire Wide event.	the Australia Day celebrations.		
4.1.	Encourage community events	Develop a community Event approval process for community event holders. Notify event holders of their responsibilities for lodging documentation four months prior to the up-coming event.	Create an easier event application process with fast approval. Regular event holders notified.	TO/DETED	New approval process has been developed along with an event management guideline. Currently looking at how further improvements can be made and how this can be incorporated into the new website. An ongoing issue – a meeting may need to be held to discuss the importance of lodging applications in advance as staff are often given 1-2 weeks and insufficient information with event applications. A workshop will be held to assist event planners with the event approval process once the process has been refined.

Outcome 4.2: Strong effective and Responsive Council

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
4.2.	Council is financially sustainable and provides services at a level	Complete quarterly reporting against budget Complete Statutory accounts	Quarterly budget review to Council within 2 months after the end of the quarter.	DCCS	Reports to Council occurring in accordance with Local Government (General) Regulation timelines

expected by the community.	Operate an effective Audit Committee	Statutory Accounts completed by 31 October	DCCS	2019 & 2020 statutory accounts completed within legislative timeframes Audit, Risk & Improvement Committee has commenced meeting regularly. ARIC training attended by GM, DCCS and Audit Committee Chair.
	Continue to implement FFTF reforms	Implement recommendations from the Audit committee	DCCS	Asset renewals ratio benchmark not achieved in 2016-2017 or in 2017-2018 due to effects of flooding in 2016. Asset renewal ratio achieved in 2018-2019 but not achieved in 2019-2020.
	Review investment policy	Council meets the FFTF targets each year.	DCCS	Achieved 2016-2017 , 2018-2019 & 2019-2020
	Tender Council's Banking Service	Average return on Investment of 20 basis points above the Bank Bill Swap Rate. Saving total of \$20,000.	DCCS	In 2021 the portfolio outperformed bank bills by 1.23% Bank Bill index 0.06% Council 1.29%
			DCCS	In 2020 the portfolio outperformed bank bills by 1.53% Bank Bill index 0.85% Council 2.37% In 2019 the portfolio outperformed bank bills by 0.94% Bank Bill index 1.97% Council 2.92% In 2018 the portfolio outperformed bank bills by 1.05% Bank Bill index 1.78% Council 2.84% Governance & Risk Officer investigating.

4.2.	Council's decision making is equitable and ethical.	<p>Training for Councillors</p> <p>Ensure that policies are reviewed regularly.</p>	<p>Councillor training plan developed & training undertaken. Council's decision making and operational activities meet regulation compliance and community expectation.</p> <p>95% of policies reviewed by due date.</p>	<p>GM DCCS</p> <p>DCCS</p>	<p>LGNSW events and training opportunities distributed. Code of Conduct, Meeting Code of Practice delivered. Finance for Councillors training offered and several Councillors trained. Social Media training delivered to Councillors. Chairing Effective Meetings training deferred due to COVID-19. Councillor induction to be delivered in February 2022.</p> <p>Policies are progressively reviewed.</p>
4.2.	Strengthen regional cooperation to the benefit of local residents	Council demonstrates strong leadership developing initiatives with Central West Joint Organisation, MLA and other strategic alliances such as Penrith City Council.	Reported to Council on activities held.	GM DCCS	<p>Opportunities to work with other strategic alliances are acted on as these become available. Discussion with PCC GM regarding resource sharing, co-operative employment models and workforce capacity.</p> <p>Joint legal advice obtained with Forbes and Parkes Council's to reduce costs. Cooperation being Council's assisting with staff recruitment.</p>
4.2.	Customer Request system in place and operational	CRM's reviewed and reported to council regularly	95% CRM's tasked are completed in an established timeframe	GM DCCS	<p>CRM training undertaken</p> <p>CRM system upgraded and Re-implemented. Reporting to ELT and Council commenced.</p>

		Community/Customer Satisfaction Survey undertaken to measure Council responsiveness and services.	Average STATUS of satisfactory or better.	DCCS	Community Survey completed May 2021. Community Satisfaction Survey completed. Average status of satisfactory achieved. Report to be presented to Council.
4.2.	Council's exposure to risk is minimised.	Review Council's Enterprise Risk Management Plan and implement actions.	75% of actions implemented.	GM, DETED DIS, DCCS	Development of enterprise risk management plan delayed and rescheduled several times due to COVID-19. Currently rescheduled for July 2021. ERM training held in October 2021 and ERM Risk Appetite workshop planned for February 2022. Business Continuity and Disaster Recovery Plans reviewed and adopted. Cyber security audit undertaken and Cyber Security Policy and Framework adopted.
		Provide a safe workplace to all employees	Less than 600 hrs lost by Year 3.	HR Manager	Lost time injuries less than 600hrs in 2018/19. 488 hours Lost Time for 2019/2020. 173 hours Lost Time for 2020/2021 On track to achieve this target with the current accepted claims.
		Hold Health and Safety committee meetings	Meetings held quarterly with 80% attendance.	HR Manager	A Health and Safety Committee meetings held as scheduled
		Investigate the tendering of Insurance.	15% reduction in insurance cost from 16/17 level.	HR Manager	Complete.

		Workplace safety awareness training	Training provided to at risk staff.	HR Manager	WHS Induction training held on a regular basis. Return to Work Co-ordination action being delivered by WH&S Officer.
		Active management of staff who suffer Workplace incidents.	Return to work plans in place for all staff on Work-cover.	HR Manager	Return to work plans completed for staff on workers compensation
		Review Council's Salary Structure	New Salary Structure implemented	HR Manager	New Salary Structure Framework drafted with the assistance of Council Engagement Officer from OLG Draft documents distributed to staff and Unions in October 2020. A Meeting was held in December 2020 with the USU and LGEA delegates regarding the draft Framework. Union meetings held with staff. Implementation of changes deferred pending review of leave accrual arrangements.
4.2.	Effective and efficient management of fixed assets	Implementation of the Asset Management System in Authority.	Improved ROI List of Surplus Assets developed.	DCCS	All assets now incorporated in Civica Authority data base. Asset lists are progressively being reviewed and updated. List of property being prepared for consideration. Asset Management Committee formed and AMP, Policy and Strategy are under review.
4.2.	Operational Buildings which enable Council to efficiently perform its functions.	Replace roof and Air conditioning at the Council Chambers	Replacement complete.	DETED	Air conditioning has been replaced and new roof has been constructed. Complete.
		Construct new depot at Condobolin in the Industrial subdivision.	Completed Condobolin Depot.	DETED	Works on the new depot have commenced. Completion of the depot expected October 2022.
		Relocate Lake Cargelligo depot	Relocation Complete of	DETED	Council staff are working on finding a suitable location for the relocation of the Lake Cargelligo depot and suitable funding to complete the project

			Lake Cargelligo Depot.		
4.2.	Ensure that Council has a skilled and competent workforce necessary to achieve its strategic outcomes.	Provide professional development, and required training to staff	80% of Training delivered as identified in staff training plans.	HR Manager	Training plans have been completed for 2021/2022. Training will be scheduled accordingly. Courses undertaken include – First Aid, Fraud Awareness, WHS Compliance, Code of Conduct, Integrated Planning and Reporting and Report Writing. Finance for Non-Finance Staff, Project Management.
		Develop succession plans for crucial positions identified in the workforce Management plan.	100% of succession plans developed for critical positions.	HR Manager	Workforce Plan to be reviewed again in 2021/2022 Succession Plan to be reviewed.
		Promote Council as an employer of choice.	Review employee benefits brochure and included in recruitment packs and on Council's website.		Benefit brochure included in recruitment packs. Currently developing an Attraction and Retention Policy. LSC won the LGEA Employer of Choice Award 2020
		Conduct bi-annual employee opinion survey which measures employee engagement.	80% undertaking of survey	HR Manager	Staff Survey conducted in October 2019. 96% of employees are moderately satisfied with their job which is 7% higher than the industry average and on par with previous results. 2021 survey deferred to 2022.
					Exit Interviews conducted for exiting staff

		<p>Conduct exit interviews on all exiting staff.</p> <p>Ensure that staff have access to independent consultants to discuss personal issues.</p>	<p>Staff satisfaction levels increase by 10% from 2017. 90% permanent staff completion.</p> <p>Appointment of an employee assistance provider</p>	<p>HR Manager</p> <p>HR Manager</p>	<p>Access available. Contract negotiated through Centroc 1/8/19 to 31/7/22.</p>
4.2.	Better staff engagement	<p>Regular Staff meetings.</p> <p>Staff Newsletter</p> <p>Hold staff inductions</p>	<p>All staff meetings held six monthly.</p> <p>Bi-monthly staff newsletter issued with contributions from all Directorates.</p> <p>95% of new staff inducted within one</p>	<p>GM</p> <p>HR</p> <p>HR</p>	<p>All staff meetings deferred due to COVID-19, all staff emails and GM BLOG used to distribute information. All staff meeting held in December 2021.</p> <p>Monthly Depot meetings held in Condobolin and Lake Cargelligo. Quarterly Depot meetings held in Tottenham.</p> <p>Newsletters are issued bi-monthly.</p> <p>Staff inductions are undertaken.</p>

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Outcome 4.3: Enhance communication with Residents

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
4.3.1	Enhanced Communication with the Community	<p>Re-vamp Council's Website</p> <p>Increase posts to Council's face-book page.</p> <p>Construct community contact database</p> <p>Run a monthly column in the local newspapers.</p>	<p>10% increase in hits to Council's web-page.</p> <p>20% more friends to face-book page. Implementation of Instagram platform.</p> <p>Database completed and communication of key events issued via text and e-mail.</p> <p>Newspaper column active.</p>	DCCS/CECO	<p>Development underway with a contractor appointed to deliver the new website. Website content being reviewed for migration to the new website.</p> <p>There has been a significant increase in the number of posts on Council's Facebook in the last two years.</p> <p>Under development</p> <p>Fortnightly column in local newspapers. Increased Media Releases being produced.</p>

Outcome 4.4: Strategic Management of Villages and Crown Reserves

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
4.4.1	Develop Village Management Plans	Develop Specific Management Plans for Tottenham, Fifield, Burcher and Derriwong.	Village Plans Completed.	DETED	Village management plans done. Improvement actions being incorporated into LTFF prior to further community consultation. Some of the identified works have been completed works using the funds associated with the Drought Communities Grant Programmes.
4.4.2	Develop plans of Management for all Crown Reserves.	Develop a Management Plan for the SRA Grounds. Develop a generic master plans for all crown reserves and then customise for each specific reserve	Management Plan completed. Masterplan completed.	DIS DIS	Draft Plan of Management for SRA and campgrounds submitted to the Department for assessment. Plan was revised after feedback was provided and resubmitted. Draft Plan of Management for Tottenham Recreation Ground and Racetrack, Tullibigeal Recreation Ground and Racetrack and Lake Cargelligo Recreation and show ground areas have been submitted to the Department for assessment. Further clarification is required around the classification and categorisation for Gum Bend Lake and the Generic Plan of Management for the other Crown Reserves.

People & Environment

Outcome 5.1: Modern waste management system

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
5.1.1	Review and implement Council's waste management strategy.	Implement Shire wide Waste Management Strategy.	Strategy implemented	DETED	<p>Implementation underway. Fifield, Derriwong and Albert tips closed and remediated. Waste Management Strategy prepared for Condobolin and Lake Cargelligo Waste Facilities. Actions being implemented. Rehabilitation works for Albert and Fifield completed.</p> <p>New landfilling sequence implemented and removal of legacy stockpiled waste at Condobolin Waste Facility. Lake Cargelligo enhancements completed, new waste cell installed, removal of hazardous waste stockpiles, improved operational layout and reduction in litter blown pollution. Review of strategy to be undertaken and performance measures.</p> <p>Regular servicing of stockpiles are reducing fire hazards and legacy issues.</p> <p>Netwaste Regional Contracts for scrap metal, e-waste and household chemical cleanout programs are diverting waste from landfill.</p> <p>Clean fill has been stockpiled for use as cover at the facilities.</p> <p>Review of Lake Cargelligo Waste Facility was undertaken to evaluate the most sustainable operation for Council. Three (3) options have been identified but are dependent on the acquisition of adjoining land and/or life of existing landfill. The life of the existing waste facility has been completed and landfilling design in accordance with the best approach has been completed and is currently being carried out.</p> <p>New Cell has been installed at the Burcher Waste Facility.</p>

<p>5.1.2</p>	<p>Provide solid waste collection and disposal services.</p>	<p>Maintain effective collection and disposal services</p> <p>More street bins for villages</p> <p>Ensure that streets in the towns are free from rubbish</p>	<p>Number of complaints minimised and responded to.</p> <p>Favourable community satisfaction survey.</p> <p>Favourable community satisfaction survey.</p>	<p>DETED</p>	<p>Appointed new collection contractor. No complaints received</p> <p>Completed</p> <p>Ongoing</p> <p>Complaints about bin bank set up requesting skip bins for bulky items. Skip bins provided. Council staff will monitor the budget and if sufficient funds are available a bulky waste collection will be arranged for the main villages</p> <p>Front load skip bins are effective in providing waste disposal system at Albert and Fifield. Installation of 240 litre waste bin holders highlighted to assist servicing of units at these locations and reduce incidents</p> <p>Recent closure of facilities in Parkes Shire Council may impact bin bank systems at Fifield and Albert. These facilities are being monitored to ensure capacity is not exceeded and to ensure illegal dumping is not occurring.</p> <p>Kerbside waste collection service has been extended to Murrin Bridge.</p> <p>Condobolin Waste Transfer Station is now complete and is operational.</p>
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<p>5.1.3</p>	<p>Implement and maintain recycling services.</p>	<p>Implement Kerbside recycling</p>	<p>Kerbside recycling, drop off bays at Waste Facilities where appropriate. Waste Action Plan adopted. Review kerbside collection programs as necessary.</p>	<p>DETED</p>	<p>Appointed new collection contractor. No complaints have been received.</p> <p>Completed</p> <p>Complaints about bin bank set up requesting skip bins for bulky items. Skip bins provided.</p> <p>Ongoing monitoring of skip system, one complaint received during Christmas period about facility not meeting excess waste demand during this period. Extra bins to be rolled out to accommodate waste demand over Christmas/new year period.</p> <p>Appointment of new Site Management contract for all Condobolin, Lake Cargelligo, Tottenham, Tullibigeal and Burcher Facilities.</p> <p>Formal instrument of agreement implemented for the processing of recycling with JR & ER Richards Pty Ltd, for the period of 2 years ending 1 July 2022.</p> <p>Recycling bin banks installed at Lake Cargelligo, Condobolin, Derriwong and Tottenham Waste Facilities.</p> <p>Council agreed to participate in the Netwaste regional scrap metal collection and recycling tender.</p> <p>5,000 chemical drums recycled through drum muster across LSC.</p> <p>The CRC shed has now been completed, awaiting EPA to allow final audit to be completed.</p>
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5.1.4	Develop and implement a trade waste policy.	Implement Policy through a joint project with Central West Joint Organisation/Utilities Alliance.	Policy in place.	DETED/DIS	Draft Policy under review.
5.1.5	Investigation into the viability of Tullibigeal and Burcher Waste Management Facilities.	Profit and loss summary for overall waste management	Investigation complete and recommendations made.	DETED	<p>Completed</p> <p>Open unmanned – monitoring of tyres and asbestos to be continued.</p> <p>Minimal disposal of asbestos and tyres, these waste removed from site immediately if disposed. Operational cost has significantly reduced and meeting environmental performance standards with regular maintenance.</p> <p>Current operations are satisfactory, no significant pollution events have occurred.</p> <p>Tullibigeal waste facility experiencing increase presence of litter blow pollution, increase in servicing and litter collection implemented upon request/complaint.</p> <p>Ongoing management of facilities is being undertaken to ensure waste is disposed of appropriately, stockpiles are managed and the risk of fire, vermin, and litter pollution are minimised.</p> <p>Trialling the utilisation of Lake Cargelligo waste attendant to service/undertake routine duties at Tullibigeal facility once a month or when required.</p> <p>Burcher and Tullibigeal Waste facilities operating within budget allocations, maintaining of stockpiles and disposal of waste continuing to minimise risk associated with landfills.</p> <p>Burcher is now receiving waste from outside the Shire. Tyres are being disposed of at the facility (tyres are not accepted at this facility) which is impacting on the operating costs of the facility. Burcher will have a new cell installed to accommodate increased waste. Investigations currently being undertaken on efficiencies and into how operations can be improved.</p>



Outcome 5.2: Care for our community land

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
5.2.1	Control weeds and feral pests.	<p>Conduct weed and feral pest inspections inspection program and control operations.</p> <p>Undertake pest and weed control program on Council managed reserved</p> <p>Spraying program for footpaths</p>	<p>Inspection program implemented. Weed control activities completed as programmed. Feral pest control program completed, % reserves sprayed, pest numbers caught controlled.</p> <p>Paths free from weeds (DIAP)</p>	<p>DETED/Weeds Officer</p> <p>(DIAP)</p>	<p>Ongoing All targets met or exceeded</p> <p>Ongoing Program conducted in accordance with the level of staffing and funding available. Positive feedback received from the general public.</p> <p>Ongoing, some complaints received regarding timeliness of spraying. Additional resources required if an increased level of service is to be provided.</p> <p>Increase in mosquito activity due to recent rain. Monitoring has been undertaken over the summer months. Spraying has occurred in problem areas.</p> <p>Officers undertaking weed control of footpaths, facilities and grounds in towns and villages. Recent rains have created increased cathead and Khaki weed in LGA.</p> <p>Biological control (Cochineal) used and extremely effective for control of Prickly Pear. A Rust used for control of Bridal Creeper was not as effective, possibly due to the drought.</p>

					<p>New officer appointed and all positions filled. Officer was seconded into another role. A temporary officer has been recruited whilst the other officer performs the other role.</p> <p>Application of mosquito control being applied to stagnate water and areas of increased activity including Gum Bend lake, Willow Bend and table drains.</p> <p>Targets set by the Weeds Action Plan (WAP) completed.</p>
5.2.2	Work with the Local Land Services to implement natural resource management initiatives.	Progress Lake Cargelligo Wetland Projects. Investigate options for funding a development officer to work with National Parks and Wildlife service.	Wetland constructed. Funding investigated and, if available, Development Officer employed.	DETED	Ongoing discussions with DPI and LLS
5.2.3	Develop initiatives to reduce Council's carbon footprint.	Develop initiatives to reduce Council's carbon footprint	Initiatives implemented e.g. LED street lighting, recycled plastic bins.	DETED/DIS	<p>Ongoing within budget. Support for Southern Lights project through CNSWJO</p> <p>Exploring grant options and Office of Environment and Heritage are undertaking evaluation and recommendation for Council to improve energy consumption/sustainability.</p> <p>An Energy Sustainability Policy has been adopted and grant funding was allocated for the installation of a minimum of 11 solar projects by 31 December 2021. Council received a LGNSW award for the development of the energy sustainability plan.</p> <p>A total of 17 solar projects have now been completed. Council received an LGNSW award for the project.</p>

					2021. A total of 13 solar projects have now been completed. Two further projects are to be completed by August 2021, utilising grant funds.
5.2.4	Address weed and salt issues at Gum bend lake.	Put in place a salt bush planting program to alleviate salinity issues which have arisen due to the installation of the lake. Put in place a weed control program at Gum Bend lake	No of salt push plants planted 20% reduction in salinity levels present in the soil surrounding Gum Bend Lake 20% reduction in noxious weeds at Gum Bend Lake.	DIS/Weeds Officer	Herbicide program completed for aquatic weeds. Drought had Gum Bend Lake and killed all aquatic weeds. Lake dredging and sealing works complete. Approval obtained from LLS to improve the drainage around the Reserve to reduce salt concentration had been completed 400 salt tolerant species seedlings planted. Salt tolerant species seeds have been planted across salt affected area. Weed management undertaken as part of going weed officer operation. Water levels have been kept high as possible to reduce growth of weeds.

Outcome 5.3: Ensure that animals are properly controlled

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
5.3.1	Provide animal management services and encourage responsible ownership.	Hold discounted micro chipping and de-sexing programs each year.	20% increase in animal registrations.	RO	Services provided and considered successful Ongoing in conjunction with vets and RSPCA. Free microchipping held at drought assistance day, part of Rapid Relief Drought Assistance, in total 55 dogs microchipped. De-sexing Program held and processed cats and dogs for pensioners and low socio-economic households in 2020 – currently looking at possible options to hold another event in 2022.

					<p>Increased focus on rehoming program with RSPCA and other rehoming organisations.</p> <p>New animal shelter currently under construction as part of a successful grant application and is expected to be open in the first half of 2022.</p>
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Outcome 5.4 Community Safety

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
5.4.	Management of Swimming Pools	100% compliance with swimming pool regulations		DIS	Swimming Pool operations continue under contract. Toddler filtration upgrade completed.
5.4.	Management of Drug & Alcohol Issues	Support CDAT initiatives		DCCS	Council provides letters of support for projects. Meetings attended.
5.4.	Mitigation of Crime	Installation of CCTV in Foster Street, Lake Cargelligo.	Approval of funding	DCCS	Funding allocated under the LRCI Program and installation to be completed by 31 Dec 2021.
		Complete a Crime Prevention Plan.	Plan completed.		Not yet started

Outcome 5.5: Celebrating and Preserving our Heritage

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
5.5.	Promote and Celebrate Heritage and Achievements	Complete Heritage walks in Condobolin and Lake Cargelligo.	Walks completed.	DETED/DIS	Stronger Country Communities Grant application in place for Heritage signs in Lake Cargelligo was successful. Further consultation required to ensure the project aligns with community expectations. Heritage signs in Condobolin and Tullibigeal completed.
5.5.	Protect and Manage our Heritage	Update Council's LEP with significant local buildings. Adopt a Heritage Management Plan	Council's LEP updated. Heritage plan adopted and implemented.	DETED	Council was unsuccessful in a grant application to review the European heritage study and update schedule 5 of the Council's LEP. The findings of the Aboriginal Heritage Study will be incorporated into Schedule 5 of the LEP as appropriate. Council officers will continue to seek funding to update the heritage study/Council's LEP listings. Completed
5.5.	Support our Natural and built heritage	Identify significant buildings and apply for grants under the Heritage Near Me Program.	Successful grant applications	DETED	Council is currently seeking funding through other funding streams being offered by NSW Government to support our natural and built heritage. Council was successful in obtaining a grant to undertake an Aboriginal Heritage Study which has now been completed.

Recreation

Outcome 6.1: Increased recreational use of lakes and rivers

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
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<p>6.1.1</p>	<p>Complete the Lake Cargelligo and Gum Bend Lake shared paths to improve access.</p>	<p>Reseal shared path to Gum Bend Lake walkway.</p> <p>Extend Gum Bend Lake walkway around the lake.</p> <p>Level camping area and improve stormwater drainage at Gum Bend Lake</p> <p>Construct bushwalks at Mt Tilga, Wagoon and Tallinga.</p> <p>Signage for walkway Mt Tilga and directional signage</p> <p>Finalise Lake Cargelligo foreshore Walkway Stage II design and construct</p> <p>Improve access tracks and signage to bird hides.</p> <p>Implement Gum Bend Lake Committee 6 Year Improvement Plan including additional BBQ's at</p>	<p>Gum Bend Lake walk way reseal completed.</p> <p>Signage erected.</p> <p>Lake Cargelligo Walkway Stage II completed.</p> <p>Survey, investigation, design and costing done and grant program identified for funding. Walkway complete.</p>	<p>DIS</p>	<p>Complete</p> <p>510m of concrete walkway constructed.</p> <p>Camping area drainage has been improved.</p> <p>Feature survey and design done.</p> <p>Multiple grant applications submitted. Funding unsuccessful.</p> <p>Stage II Lake Cargelligo Walkway 1580m of Construction complete. Stage III 806m construction complete</p> <p>Works being done progressively.</p>
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		Gum Bend Lake and Lake Walkway	New signs erected and create a safe path for users. Implement improvement plan.		Gum Bend Lake Play equipment upgrade is complete. 2 new Sheltered BBQ's completed. 4 new seats/shelters installed with Rotary, Donations box and additional signage completed near boat ramp. Dredging and sealing works have been completed while the Lake is dry. Wetland areas created for wading birds. 6 year plan is currently being updated. Funding secured under LRCI for the remaining shared path Construction at Gum Bend Lake.
6.1.2	Secure a reliable water supply for Gum Bend Lake.	Lobby directly and participate in regional group meetings and provide information and submissions as applicable e.g. involvement and advocacy in development of next water sharing plan. Investigate ground water options	Lobbying has been undertaken. Participate in meetings, information is provided and submissions are made as determined.	DIS	Ground water options were not investigated further as they were deemed not viable. Opportunity to purchase a high security licence through the Drought Communities program was rejected by the Grant body. Establishment of a reserve fund for the future purchase of a High Security Water licence. Ongoing lobbying with government officials and agencies.
6.1.3	Develop feasibility study for water themed parks across the shire	Apply for grants for waterparks at Memorial Park, Condobolin and Liberty Park, Lake Cargelligo. Deliver feasibility study Design water themed parks	Groundwater hydrogeological report completed. Design and estimates done for water themed parks Grant program identified and grant	DIS	Proposal put to GM, Directors and Strategic Planning Meeting. Preference was to spend money improving parks and play equipment. Upgrade completed for Toddler pool filter systems including additional water play elements. Not required Not required

			application submitted.		
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Outcome 6.2 Upgrade Community Buildings

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
6.2.	Upgrade Lachlan Shire Libraries	<p>Increase the floor area of Condobolin Library to meet NSW State Library guidelines and install disabled toilets</p> <p>Investigate the options and viability of moving Tottenham library.</p> <p>Review opening hours of Lake Cargelligo Library and Customer Service Centre.</p>	<p>Plans Drawn up for Condobolin Library. Investigation re the viability completed. Review Completed.</p> <p>Expand opening hours for Council's office in Lake Cargelligo.</p>	<p>DCCS/ Librarian</p> <p>DCCS/ Librarian.</p>	<p>Complete</p> <p>Evaluation completed and not financially viable</p> <p>Draft Library Strategic Plan completed. Undergoing peer review by Penrith City Council before going on public exhibition.</p>

6.2.	Upgrade & Maintain Community Halls and facilities.	Upgrade Burcher with option to relocate museum within hall.	Museum re-located.	DETED/MB S/DIS	The Museum Committee decided to move the museum to the hall and works to allow this to occur have now been completed.
		Install toilets and showers at Kiacatoo hall.	Evaluation completed. Toilets installed.		Toilets installed – Showers are not considered to be a viable option
		Upgraded and Cleaner Public toilets.	User satisfaction increased from a 3.5 index to a 3.7 index, according to the Micromex community survey.		New toilets at Burcher completed. Frogs Hollow toilet installed.
		Increased maintenance at Memorial Hall, Lake Cargelligo	Usage increased by 10%.		Building has been re-roofed. Kitchen has been replaced and a new curtain has been installed. PA system has been provided including a hearing loop. A/C units have been ordered and expected to be installed in early 2022.
		Install curtains and hanging wire at Memorial Hall Lake Cargelligo.	Curtains Installed		

		Parking on Western Side of Tullibigeal Hall	Car-park constructed.		Gravel car park constructed.
		Public toilets in Lake Cargelligo CBD	Evaluation completed. Toilets installed.		Not commenced-Existing toilets next to the VIC. A toilet for the skate park, within the new amenities block for the Lake Cargelligo swimming pool, has now been completed.
		Public toilet in park next door to Lake Depot	Evaluation completed. Toilets installed.		Not commenced –funds not available
6.2.	Provide Swimming Pools in each main town	Effectively operate and maintain pools at each main town Deliver improvement works to meet current Department of Health requirements including filter separation	Effective pool management contracts in place. Customer satisfaction rating to increase from 4.3 to 4.4. Improvement works done	DIS	Leak sealing and liner works completed, saving council around 18ML of water per year. Leaks at Condobolin pool have begun to increase again. Investigated during winter season, with no cost effective long term solution. Tottenham Amenities Block complete. Lake Cargelligo Amenities Block construction complete. Filter separation construction complete. Contract for Pool Operations renewed for 2020-2023 seasons.

Outcome 6.3: New and Visually appealing streetscapes

CSP	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
6.3.1	Programed a themed street tree	Develop a plan of existing street trees and	Program developed	MREC	Planting complete in Condobolin, Lake Cargelligo, Tottenham, Albert and Tullibigeal and tree replacement planning continue Drought has

	replacement program.	species list and implement a themed street tree replacement program.			caused the death of many street trees, with continued replacements ongoing. 66 new trees planted with the return of favourable weather conditions. Further 162 trees purchased to progressively preplace street trees throughout the Villages
6.3.2	Upgrade Foster Street Lake Cargelligo & Bathurst/William St Condobolin.	Design and implement streetscape upgrades.	Masterplan developed. Strategic upgrades implemented over 4 years	DIS/MREC	Foster St, Lake Cargelligo detailed design and cost estimate done. Additional funding has been secured through Regional Tourism Activation Fund. Works in 2022. William, Busby & Lachlan Sts, Condobolin detailed design is being reviewed. Partial funding secured through Fixing Local Roads grant announcement. Harding Avenue and Busby Street planned to commence in early 2022. . Bathurst Street, Condobolin vision master plan completed and used for BBRF round 5 grant application.
6.3.3	Street tree Plan for all towns	Plant street trees according to streetscape plan. Tree maintenance and watering of all street trees.		MREC	Further tree plantings are being planned, pending suitable conditions. Drought has caused the death of many street trees. Street tree planning and policy documents are under review.

Outcome 6.4: Improved Parks & Gardens

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
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<p>6.4.1</p>	<p>Improved Infrastructure in Parks</p>	<p>Five year strategic plan developed for Parks and Reserves Works program developed including roll out of soft-fall at existing and new play equipment and repairs to entry way/gates at memorial Parks</p> <p>Re-new existing soft-fall in playgrounds</p> <p>Install automated underground irrigation to all parks</p>	<p>Strategic plan endorsed by Council</p> <p>Works program underway.</p> <p>Soft-fall renewed to required Depths. Irrigation installed to all parks</p>	<p>DIS</p>	<p>Crown Lands Management review is underway.</p> <p>New equipment completed at Memorial Park, Condobolin, Apex Park Lake Cargelligo and Memorial Park, Tottenham, Lions Park Condobolin Burcher Memorial Park Tottenham Racetrack and Gum Bend Lake</p> <p>Soft fall renewed. Ongoing maintenance continues.</p> <p>Automated irrigation is complete at Maurice O'Connor Park, Buckland Park, Bill Hurley Park, SRA 3 and 4, Lions Park Condobolin, Lake Cargelligo Skate Park, Lake Cargelligo Foreshore and swimming Pool. Irrigation renewed for Pioneer park Tullibigeal and Memorial Park Tottenham.</p>
<p>6.4.2</p>	<p>Upgrade and Maintain recreational and sporting facilities</p>	<p>Five year strategic plan for parks and reserves</p> <p>Management plans for sporting facilities</p> <p>Replace Pat Timmins Oval change-rooms & upgrade SRA Grounds Rugby League Oval</p>	<p>Strategic plan endorsed by council</p> <p>Management plans completed and capital improvement underway.</p>	<p>DIS</p>	<p>Crown Lands Management review is underway.</p> <p>Draft Plans of Management have been developed for all crown reserves.</p> <p>Pat Timmins Oval upgrade complete.</p> <p>Car park levelling complete Car park sealing complete</p>

		<p>Level car parking and extended areas of SRA grounds</p> <p>Improvements to Lake Cargelligo sporting facilities.</p> <p>Install watering systems at Lake Cargelligo oval</p> <p>Replace Amenities at Tullibigeal Racetrack</p> <p>Install Cricket nets at Lake Cargelligo Rec Reserve</p>			<p>Lake Cargelligo Sporting upgrades complete. Additional Grand stand and seating installed.</p> <p>Stage 1 2 and 3 irrigation works complete</p> <p>Tullibigeal Amenities replacement complete</p> <p>Preferred site location has changed, with discussions continuing with the Lake Cargelligo Central School to locate the cricket nets at "the Complex" on Yelkin Street. Discussions with DET on the MOU continue.</p>
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Outcome 6.5: The provision of neat, accessible and respectful cemeteries

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
6.5.1	Improvements at Cemeteries	<p>Upgrade toilet at Condobolin Cemetery</p> <p>Expand footpath network to the Condobolin Cemetery.</p>	<p>Upgrade toilet</p> <p>Footpath to the cemetery completed.</p> <p>Seats installed</p>	<p>DIS</p> <p>(DIAP)</p>	<p>Cemetery Committee removed this from improvement list in the Plan of Management improvements including drainage, paths and kerb & gutter completed. Stage 1 and 2 complete. Irrigation installed at Lake Cargelligo Lawn Cemetery.</p>

		Install seats at Condobolin cemetery.			<p>Irrigation and signage planning underway for Condobolin Cemetery. Plinth extension completed.</p> <p>Row and Section marker installation underway.</p> <p>Discussions commenced with the Condobolin Garden Club regarding the installation of a rotunda and seating.</p>
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Outcome 6.6: Community Gardens in the towns

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
6.6.1	Develop community Gardens in Lake Cargelligo and Condobolin.	<p>Acquire Sites for community gardens</p> <p>Construct community garden</p> <p>Establish \$355 committees</p>	Investigate location for gardens and engage community interest for committee to manage gardens.	DIS	<p>Potential for excess land within the Lake Cargelligo Swimming Pool Lot could be utilised for a community garden site. Not yet done.</p> <p>Not yet done.</p> <p>Not yet done.</p>

Service Infrastructure

Outcome 7.1: Water, sewer and energy utilities meet best practice standards with up to date technology

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
7.1.1	Complete effluent reuse systems in the shire	Implement agreed option in accordance with grant conditions	Grant monies acquitted	MU	Scope of works has been revised after receipt of concept design, and costing. Additional \$2.65m funding required before proceeding with project in 3 towns. Public Works Advisory have been engaged to Project Manage the Effluent Project. Additional site and water balance investigations completed for Tottenham. Discussions with the DPE, EPA and PWA to confirm scope of works in Tottenham. Then focus will turn to Lake Cargelligo and Condobolin.
7.1.2	Implement the asset maintenance and renewal program for water and sewerage services.	Complete annual maintenance and renewals program. Review Asset Management Plan and link with Long Term Financial Plan.	Kilometres of pipes renewed/ replaced. Number of sites receiving renewal or upgrading.	MU	Maintenance and renewals Ten Year Program being developed Conditional rating completed for Sewer Assets. Revaluation of assets underway in conjunction with CNSWJO. Draft Asset Management Plan completed. 2km of sewer mains renewed Officers Parade, Gum Bend Lake, Moulder Street, SRA Cottage, Lake Cargelligo 1 and Tottenham Caravan Park Sewer Pump Station upgrades complete. Lake Cargelligo STP and SPS 2 & 3 RTU upgraded. Four Sewer vent stacks have been rehabilitated. SCADA upgrades for Tottenham Reservoir, Leg-O-Mutton pump station, Boona Road, Tullibigeal Clear Water Pump, Lake Cargelligo Raw Water Pump station. UF Skid Replacement and Evaporation Pond liner replacement at Lake Cargelligo WTP.

7.1.3	Upgraded power Supplies	Upgrade power at Tullibigeal Caravan Park and Recreation reserve.	Power upgraded	DIS	Power upgraded at caravan park. Upgrade for Recreation Reserve completed.
7.1.4	Plan and undertake a water mains renewal program	Implement a renewal program each year. Review Asset Management Plan and link with Long Term Financial Plan	Nominated renewal program completed.	MU	Ten Year Works Program being developed. 2.25km of water main at Tottenham has been constructed. Fire hydrants & stop valves replaced in Napier, Orange and Molong Sts, Condobolin. Water Hydrants and valves cleaned and exercised in Tullibigeal and Lake Cargelligo. 480m Water Main Replacement in Turner Street (Innes to High St) completed
7.1.5	Encourage the generation of alternate energy in the Shire.	Support & facilitate installation of renewable energy & energy projects within the shire.	Projects supported.	DETED/GM	Participation in OEH Sustainable Councils and Communities Program. Considering PPA proposal through JO. Potential for establishment of Micro Grids under review. Fifteen (15) new solar projects are either completed or close to completion on Council's buildings or to power Council's assets.
7.1.6	Council to improve energy efficiency of facilities and plant.	Progressive investigations & implementation of more energy efficient facilities & plant. Implement replacement of street lighting with energy efficient LED	Funded projects completed. Reduction in electricity costs associated with the provision of water and sewer services.	DIS DETED	Variable speed drives installed progressively. Solar power arrays being scoped for large capex projects. Participating in JO Southern Lights LED project. Street lighting LED due April – June 2022. An Energy sustainability plan has been adopted and fifteen (15) solar energy projects are either complete or close to completion which will reduce Council's energy consumption.

Outcome 7.2: Water Security for all towns and villages.

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
7.2.1	Progress the Bore Fields 2 Project	Implement project in stages	Stages are progressing satisfactorily &	MU	Three production bores have been constructed. Funding announcement was made for the construction of the bores and pipeline to Condobolin. Public Works Advisory have been engaged to project

			funding applied for.		manage the delivery of this key infrastructure. Tender process underway for the construction of the pipeline. Negotiations are ongoing with adjacent land owner. WTP upgrade options report done. Scoping study for WTP done. Site selection assessment completed. Funding commitment has been advised from DPIE to progress the WTP upgrade project. Working with DPE to progress Concept Design. Contract 1: Pipeline – construction underway Contract 4: Underbore – Tender complete. Contract to be awarded in early 2022.
7.2.2	Complete Tottenham water security project	Implement agreed option in accordance with grant conditions	Grant monies acquitted	MU	B-Section Pipeline Collaboration Project underway. Discussion paper completed. Public Works Advisory have been engaged to project manage the Tottenham Water Security Project. Replacement and Upgrade of the Albert Reservoir has been selected in preference to additional storage at Tottenham. Waiting for the approval from INSW for the scope change request as follow: <ul style="list-style-type: none"> • Rectification works at the Leg O Mutton Dam • Construction of 1.18ML Reservoir at Albert • Telemetry upgrades
7.2.3	Upgrade Standpipes	Redesign and install standpipe at Tottenham.	New Standpipe installed.	MU	Upgrades to non-potable standpipes completed in Condobolin & Lake Cargelligo. Albert Standpipe upgraded. Condobolin Potable stand pipe upgrade nearing completion. Installation of New Lake Cargelligo and Tottenham Potable Water Standpipe – underway
7.2.4	Water Availability at Tullibigeal	Up-grade water storage infrastructure to ensure water security for Tullibigeal.	Sufficient water availability for Tullibigeal.	MU	Tullibigeal bore and irrigation project completed. Non-potable water to the Recreation Ground is available.

Outcome 7.3: Adequate town drainage

CSP No	Delivery Program Action (2017/2021)	Operational Plan Action	Performance Measure	Responsible Officer	Status as at 31 Dec 21
7.3.1	Ensure that towns have adequate drainage	Design Drainage system for Tullibigeal. Implement Drainage system and Kerb & guttering in Tullibigeal.	Design & Survey completed.	MU	Two options investigated, unaffordable. Kerb & gutter with urban street sealing completed in Wooyeo St. Cargelligo St Construction completed.

8 CORPORATE AND COMMUNITY SERVICES

8.1 INVESTMENTS AS AT 31 JANUARY 2022

TRIM Number: R22/34

Author: Financial Accountant

PURPOSE

The *Local Government (General) Regulation 2005 section 212* specifies that Council's Responsible Accounting Officer must provide elected members with a monthly written report detailing the funds invested by Council. The report must include information up to the last day of the month immediately preceding the meeting.

The Responsible Accounting Officer must also provide a certificate stating whether the investments have been made in accordance with the Act, the Regulations and Council's investment policy.

SUPPORTING INFORMATION

Council's general bank account reconciled balance at 31 January 2022 is \$1,211,160.

Investments held at 31 January 2022 totalling \$51,986,792 are set out in Attachment 1.

Responsible Accounting Officer Certificate

I certify that the bank accounts and investments have been reconciled with the Council's general ledger as at 31 January 2022, and that investments have been made in accordance with the *Local Government Act, Local Government (General) Regulation 2005* and Council's Investment Policy.

Karen Pegler
Responsible Accounting Officer

FINANCIAL UPDATE

As at the end of January 2022, Council's portfolio is compliant across its counterparty and credit quality limits. Over the past 12 months, the portfolio, excluding on call cash, returned +0.93% p.a., outperforming bank bills by 0.90% p.a.

The official cash rate remains at 0.10%. This low rate will continue to have a negative impact on Council's interest income. The expectation is that the Reserve Bank will not raise rates again until there is a sustained recovery and both of the economic objectives of full employment and target inflation are met. The prospect for hikes in 2023 was formally acknowledged in the RBA January post-Board Meeting speech, noting that "*it is now plausible that a lift in the cash rate could be appropriate in 2023*", but the RBA's central forecasts are still consistent with a 2024 rate hike timing emphasising the RBA wants to be patient to confirm sustainably higher inflation. However, with markets bringing forward expectations of official rate hikes, this has seen a significant shift in longer term deposit rates over January. Future investments above 1% p.a. now appears likely if Council can continue to place the majority of its surplus funds for a minimum term of 2 years.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

Investments are made in accordance with Council's Investment Policy and the Community Strategic Plan/Delivery Program Item 4.2.1, which aims to ensure that "Council is financially sustainable and provides services at a level expected by the community".

CONCLUSION

Investments will continue to be managed so Council can meet its cash commitments as and when they fall due.

ATTACHMENTS

1. Investment Report as at 31 January 2022 [↓](#)

RECOMMENDATION

That:

1. The Director Corporate and Community Services Report No. R22/34 be received and noted.



Lachlan Shire
Your Ultimate Bush Experience

Investment Report

01/01/2022 to 31/01/2022



Portfolio Valuation as at 31/01/2022

Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Rate	Capital Value	Accrued	Accrued MTD
ING Direct	A	TD	GENERAL	Annual	06/02/2020	08/02/2022	1.6500	500,000.00	8,091.78	700.68
Bank of Sydney	Unrated	TD	GENERAL	At Maturity	09/02/2021	09/02/2022	0.5900	500,000.00	2,885.34	250.55
Newcastle Permanent	BBB	TD	GENERAL	Quarterly	20/02/2019	22/02/2022	3.0500	500,000.00	2,966.44	1,295.21
Newcastle Permanent	BBB	TD	GENERAL	Quarterly	05/03/2019	08/03/2022	2.9500	500,000.00	2,303.42	1,252.74
Members Equity Bank	BBB+	TD	GENERAL	At Maturity	23/03/2021	23/03/2022	0.5000	1,000,000.00	4,315.07	424.66
Macquarie Bank	A+	TD	GENERAL	At Maturity	23/03/2021	23/03/2022	0.4900	1,000,000.00	4,228.77	416.16
BOQ	BBB+	TD	GENERAL	Annual	06/05/2020	10/05/2022	1.4500	500,000.00	5,382.88	615.75
AMP Bank	BBB	TD	GENERAL	Annual	24/11/2020	23/05/2022	0.7500	1,000,000.00	1,417.81	636.99
BOQ	BBB+	TD	GENERAL	At Maturity	27/05/2020	24/05/2022	1.3000	1,000,000.00	21,904.11	1,104.11
Members Equity Bank	BBB+	TD	GENERAL	At Maturity	09/06/2021	14/06/2022	0.5000	1,000,000.00	3,246.58	424.66
Commonwealth Bank	AA-	TD	GENERAL	At Maturity	09/06/2021	14/06/2022	0.4500	2,000,000.00	5,843.84	764.38
AMP Bank	BBB	TD	GENERAL	Annual	11/06/2020	14/06/2022	1.4000	750,000.00	6,760.27	891.78
AMP Bank	BBB	TD	GENERAL	Annual	22/12/2020	21/06/2022	0.7500	750,000.00	631.85	477.74
BOQ	BBB+	TD	GENERAL	Annual	23/06/2020	28/06/2022	1.2500	1,000,000.00	7,636.99	1,061.64
BOQ	BBB+	TD	GENERAL	Annual	22/07/2020	26/07/2022	1.0000	600,000.00	3,189.04	509.59
Auswide Bank	BBB	TD	GENERAL	At Maturity	18/08/2020	23/08/2022	0.9000	500,000.00	6,558.90	382.19
Auswide Bank	BBB	TD	GENERAL	At Maturity	27/08/2020	29/08/2022	0.9000	750,000.00	9,671.92	573.29
Westpac	AA-	TD	GENERAL	Quarterly	26/08/2020	30/08/2022	0.8200	1,000,000.00	1,505.21	696.44





Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Rate	Capital Value	Accrued	Accrued MTD
Bank of Sydney	Unrated	TD	GENERAL	Annual	26/08/2021	30/08/2022	0.6500	1,500,000.00	4,247.26	828.08
BOQ	BBB+	TD	GENERAL	At Maturity	26/08/2020	30/08/2022	0.9500	1,000,000.00	13,638.36	806.85
Westpac	AA-	TD	GENERAL	Quarterly	08/09/2020	08/09/2022	0.7800	1,500,000.00	1,763.01	993.70
NAB	AA-	TD	GENERAL	Annual	08/09/2020	08/09/2022	0.8000	1,500,000.00	4,800.00	1,019.18
NAB	AA-	TD	GENERAL	Annual	08/09/2020	13/09/2022	0.8000	1,500,000.00	4,800.00	1,019.18
WAW Credit Union	Unrated	TD	GENERAL	Annual	08/09/2020	13/09/2022	1.0500	500,000.00	2,100.00	445.89
Bank of Sydney	Unrated	TD	GENERAL	Annual	08/09/2021	04/10/2022	0.6400	500,000.00	1,280.00	271.78
Commonwealth Bank	AA-	TD	GENERAL	At Maturity	20/10/2021	20/10/2022	0.4200	500,000.00	598.36	178.36
BOQ	BBB+	TD	GENERAL	Annual	20/10/2020	20/10/2022	0.8000	500,000.00	1,139.73	339.73
AMP Bank	BBB	TD	GENERAL	Annual	23/11/2021	29/11/2022	1.0000	1,000,000.00	1,917.81	849.32
NAB	AA-	TD	GENERAL	Annual	27/11/2020	29/11/2022	0.6300	500,000.00	552.33	267.53
NAB	AA-	TD	GENERAL	Annual	10/12/2020	13/12/2022	0.6300	500,000.00	457.40	267.53
Warwick Credit Union	Unrated	TD	GENERAL	Annual	10/02/2021	13/02/2023	0.6500	1,000,000.00	6,339.73	552.05
Warwick Credit Union	Unrated	TD	GENERAL	Annual	09/02/2021	14/02/2023	0.6500	500,000.00	3,178.77	276.03
WAW Credit Union	Unrated	TD	GENERAL	Annual	02/03/2021	02/03/2023	0.7000	500,000.00	3,221.92	297.26
BNK Bank	Unrated	TD	GENERAL	Annual	30/03/2021	04/04/2023	0.7000	900,000.00	5,316.16	535.07
NAB	AA-	TD	GENERAL	At Maturity	13/04/2021	18/04/2023	0.6000	1,000,000.00	4,832.88	509.59
BNK Bank	Unrated	TD	GENERAL	Annual	04/05/2021	09/05/2023	0.7000	1,000,000.00	5,235.62	594.52
AMP Bank	BBB	TD	GENERAL	Annual	04/05/2021	09/05/2023	0.7000	1,000,000.00	5,235.62	594.52
MyState Bank	BBB	TD	GENERAL	Annual	04/05/2021	09/05/2023	0.5500	1,000,000.00	4,113.70	467.12





Issuer	Rating	Type	Alloc	Interest	Purchase	Maturity	Rate	Capital Value	Accrued	Accrued MTD
NAB	AA-	TD	GENERAL	Annual	25/05/2021	23/05/2023	0.6300	2,000,000.00	8,699.18	1,070.14
ING Direct	A	TD	GENERAL	Annual	08/06/2021	13/06/2023	0.5000	500,000.00	1,630.14	212.33
ING Direct	A	TD	GENERAL	Annual	15/06/2021	13/06/2023	0.5000	750,000.00	2,373.29	318.49
Westpac	AA-	TD	GENERAL	Quarterly	06/07/2021	11/07/2023	0.5600	1,000,000.00	398.90	398.90
AMP Bank	BBB	TD	GENERAL	Annual	08/09/2021	05/09/2023	0.7500	500,000.00	1,500.00	318.49
Westpac	AA-	TD	GENERAL	Quarterly	30/11/2021	05/12/2023	1.1900	750,000.00	1,540.48	758.01
Westpac	AA-	TD	GENERAL	Quarterly	18/06/2021	18/06/2024	0.8000	1,500,000.00	1,413.70	1,019.18
Westpac	AA-	TD	GENERAL	Quarterly	06/07/2021	09/07/2024	0.8000	1,000,000.00	569.86	569.86
BOQ	BBB+	TD	GENERAL	Annual	10/08/2021	12/08/2025	1.0000	1,000,000.00	4,794.52	849.32
Macquarie Bank	A+	CASH	GENERAL	Monthly	31/01/2022	31/01/2022	0.4000	4,424,299.26	1,583.61	1,583.61
NAB	AA-	CASH	GENERAL	Monthly	31/01/2022	31/01/2022	0.3100	5,812,492.99	1,529.97	1,529.97
TOTALS								51,986,792.25	199,342.48	32,220.15



Counterparty Compliance as at 31/01/2022

Long Term Investments

Compliant	Bank Group	Term	Rating	Invested	Invested (%)	Limit (%)	Limit (\$)	Available
✓	Commonwealth Bank	Long	AA-	2,500,000.00	4.81	25.00	-	10,496,698.06
✓	Westpac	Long	AA-	6,750,000.00	12.98	25.00	-	6,246,698.06
✓	NAB	Long	AA-	12,812,492.99	24.65	25.00	-	184,205.07
✓	Macquarie Bank	Long	A+	5,424,299.26	10.43	20.00	-	4,973,059.19
✓	ING Direct	Long	A	1,750,000.00	3.37	20.00	-	8,647,358.45
✓	Members Equity Bank	Long	BBB+	2,000,000.00	3.85	15.00	-	5,798,018.84
✓	BOQ	Long	BBB+	5,600,000.00	10.77	15.00	-	2,198,018.84
✓	AMP Bank	Long	BBB	5,000,000.00	9.62	15.00	-	2,798,018.84
✓	Newcastle Permanent	Long	BBB	1,000,000.00	1.92	15.00	-	6,798,018.84
✓	MyState Bank	Long	BBB	1,000,000.00	1.92	15.00	-	6,798,018.84
✓	Auswide Bank	Long	BBB	1,250,000.00	2.40	15.00	-	6,548,018.84
✓	Warwick Credit Union	Long	Unrated	1,500,000.00	2.88	5.00	-	1,099,339.61
✓	Bank of Sydney	Long	Unrated	2,500,000.00	4.81	5.00	-	99,339.61



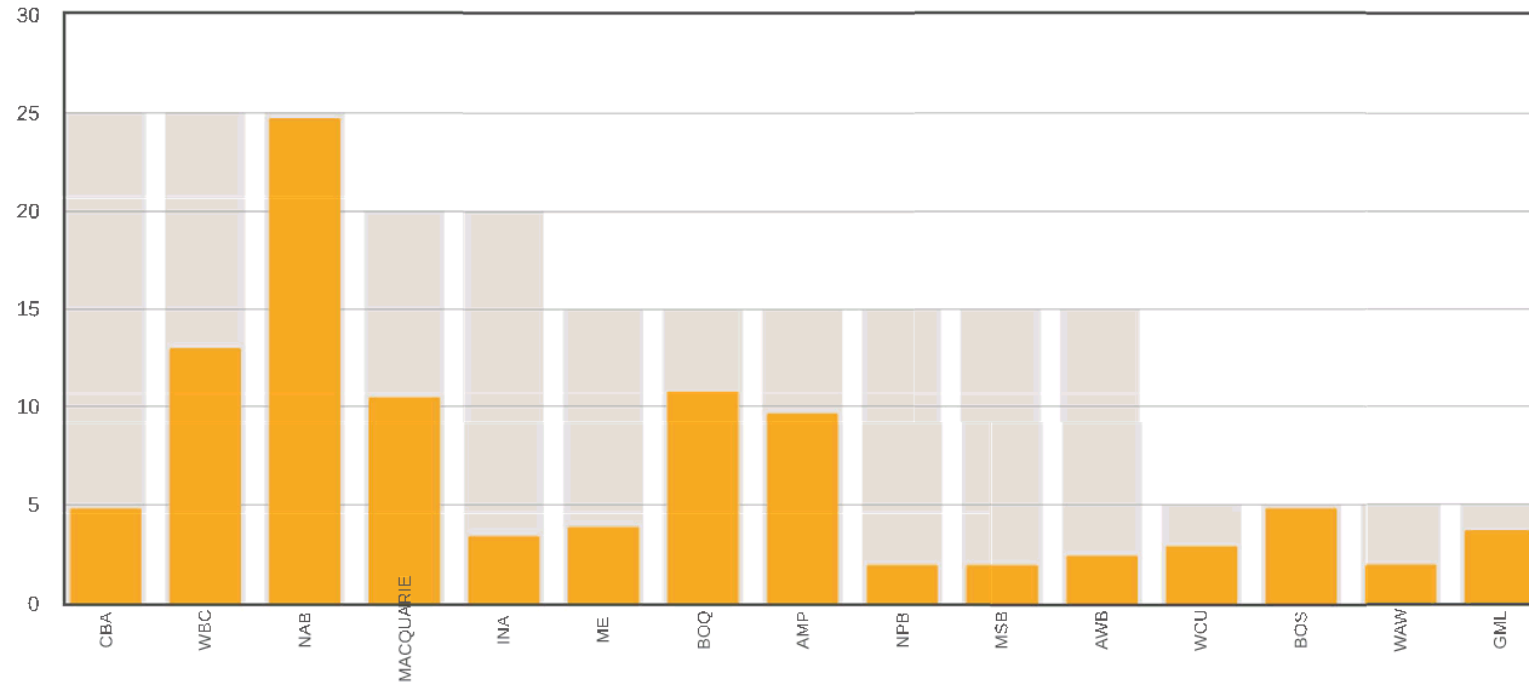


Compliant	Bank Group	Term	Rating	Invested	Invested (%)	Limit (%)	Limit (\$)	Available
✓	WAW Credit Union	Long	Unrated	1,000,000.00	1.92	5.00	-	1,599,339.61
✓	BNK Bank	Long	Unrated	1,900,000.00	3.65	5.00	-	699,339.61
TOTALS				51,986,792.25	100.00			





Counterparty Compliance - Long Term Investments



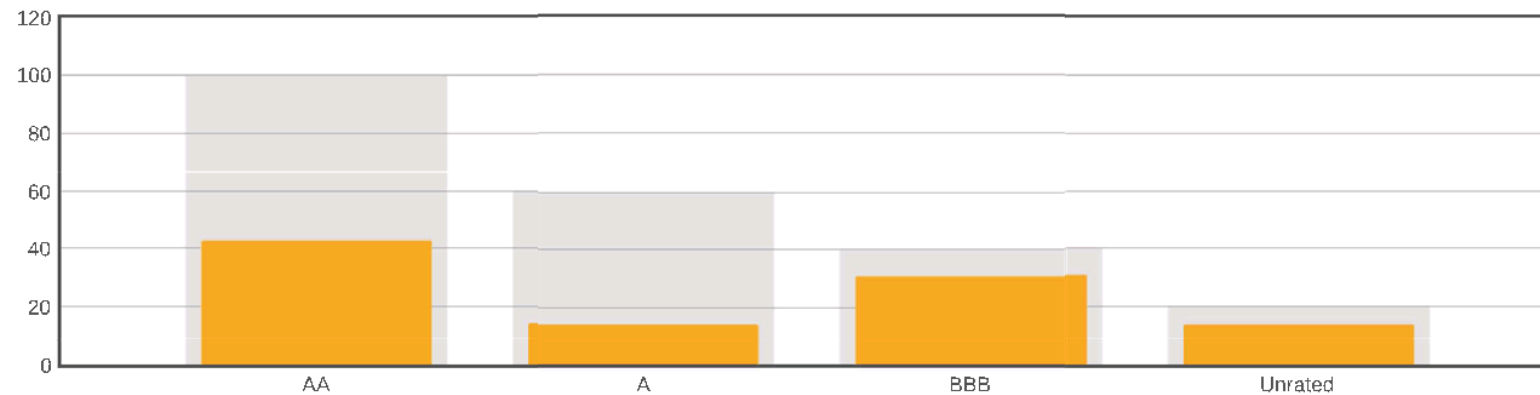


Credit Quality Compliance as at 31/01/2022

Long Term Investments

Compliant	Rating	Invested (\$)	Invested (%)	Limit (%)	Available
✓	AA	22,062,492.99	42.44	100.00	29,924,299.26
✓	A	7,174,299.26	13.80	60.00	24,017,776.09
✓	BBB	15,850,000.00	30.49	40.00	4,944,716.90
✓	Unrated	6,900,000.00	13.27	20.00	3,497,358.45
TOTALS		51,986,792.25	100.00		

Credit Quality Compliance - Long Term Investments

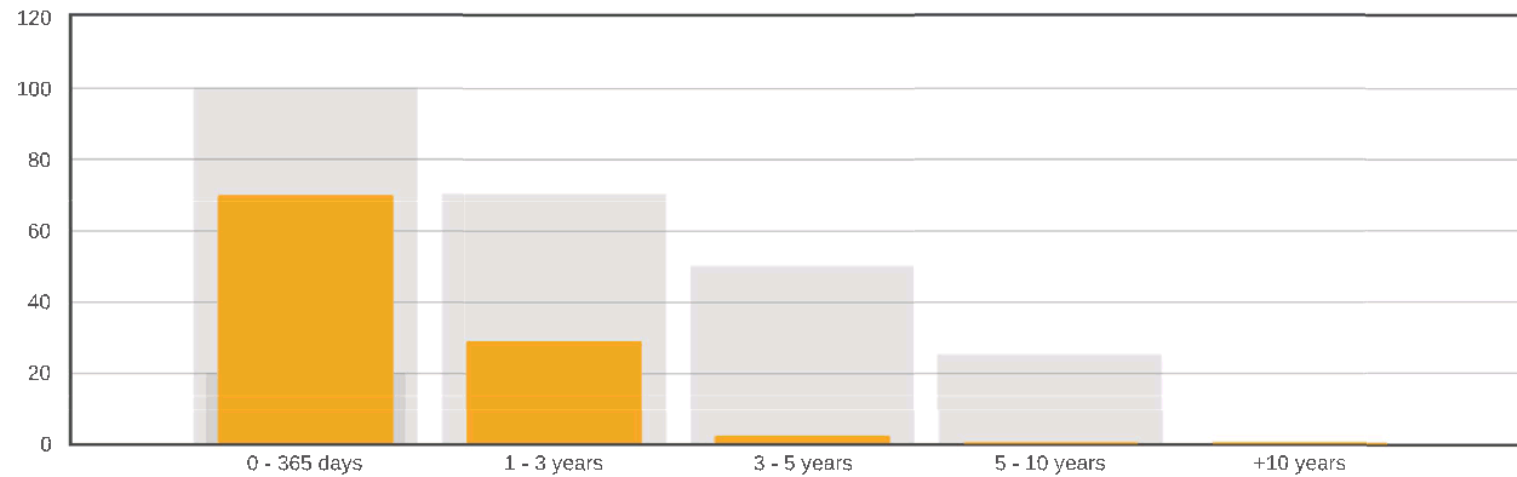




Maturity Compliance as at 31/01/2022

Compliant	Term	Invested	Invested (%)	Min Limit (%)	Max Limit (%)	Available
✓	0 - 365 days	36,086,792.25	69.42	20.00	100.00	15,900,000.00
✓	1 - 3 years	14,900,000.00	28.66	0.00	70.00	21,490,754.58
✓	3 - 5 years	1,000,000.00	1.92	0.00	50.00	24,993,396.13
✓	5 - 10 years	-	0.00	0.00	25.00	12,996,698.06
✓	+10 years	-	0.00	0.00	0.00	-
TOTALS		51,986,792.25	100.00			

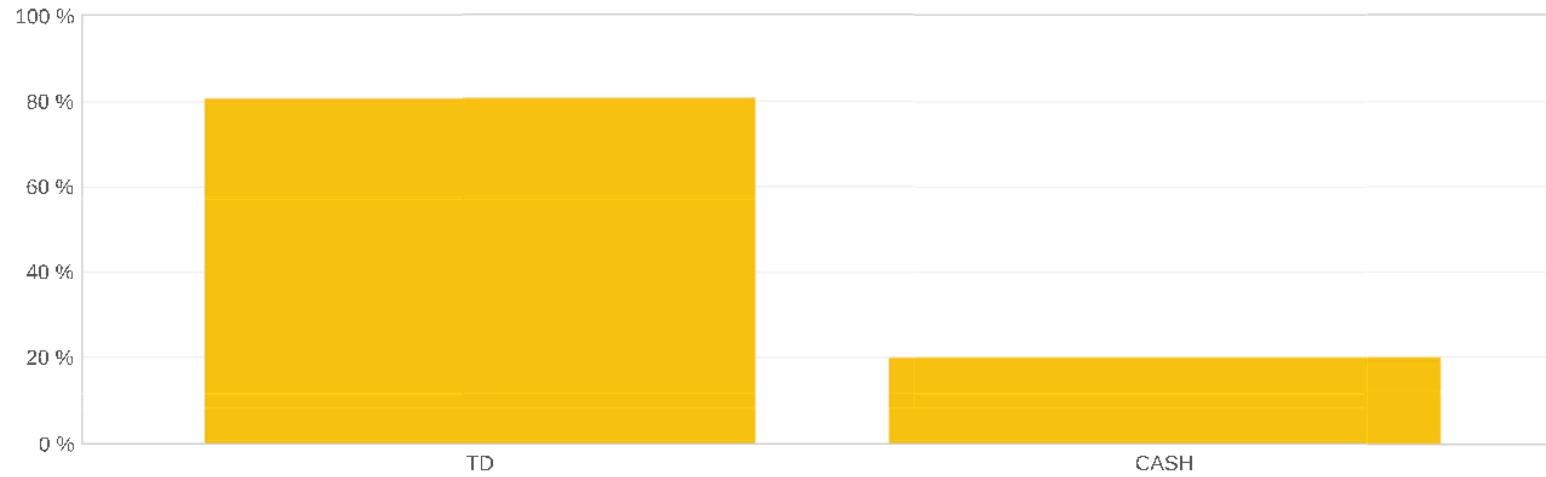
Maturity Compliance





Asset Class as at 31/01/2022

Code	Number of Trades	Invested	Invested (%)
TD	47	41,750,000.00	80.31
CASH	2	10,236,792.25	19.69
TOTALS	49	51,986,792.25	100.0



8.2 BUSH BURSARY 2022 UPDATE

TRIM Number: R22/47

Author: Administration Officer - Corporate & Community Services

PURPOSE

The purpose of this report is to provide Council with an update on the recent Bush Bursary placement undertaken across the shire.

SUPPORTING INFORMATION

See attachments.

BACKGROUND

The NSW Rural Doctors Network (RDN) Bush Bursaries and Country Women's Association (CWA) Scholarships provide selected medical, midwifery and nursing students in NSW/ACT with \$1,500 each to assist with costs associated with their studies. Recipients also spend two weeks on a rural placement in country NSW during their university holidays. The placement aims to provide the students with experiences in the enjoyable aspects of country life and the challenge of rural medicine.

UPDATE

In January 2022 Council hosted two Bush Bursary students, Georgina Dowsett and Mikayla Sheahan over a two week period. The students spent their time between the Aboriginal Health Service, Tottenham Multi-Purpose Service, Lake Cargelligo Multi-Purpose Service and the Condobolin Hospital. The students also spent time with Brenshaw Medical Centre and the Lake Cargelligo Family Practice where they got to listen and observe with Dr. Bardawil. In addition, they visited the Murrin Bridge community with a local Aboriginal Liaison Officer.

Both of the students rated their overall placement as 'very satisfactory' and were pleased with the support provided to them by Council. The students thanked Council for looking after their safety on the placement and for allowing the use of a Council car to travel to Tottenham and Lake Cargelligo.

In response to the question if the rural placement had changed their desire to practice rural medicine Georgina said "I believe that this recent placement has cemented my desire for a rural career and made me wish I was out working already!"

Rural Doctors Network, Program Leader Millie Caspers also complimented Council "I wanted to thank you on behalf of the NSW Rural Doctors Network for facilitating such an engaging, educational, and memorable experience for Georgina and Mikayla. Based on the students' feedback this placement was incredible, from the authentic and engaging clinical exposure to the social and community activities where they were warmly welcomed into the community. This placement was obviously a huge success".

FINANCIAL UPDATE

Council supported the Rural Doctors Network Bush Bursary program with a contribution of \$3,300 in the 2021/22 FY budget.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

1.6.1 Facilitate annual Bush Bursary Program

CONCLUSION

Council is asked to consider ongoing support for this program beyond the current delivery plan.

ATTACHMENTS

1. **Bush Bursary - Diary and Report template** [↓](#)
2. **Bush Bursary - evaluation** [↓](#)

RECOMMENDATION

That:

1. The Director of Corporate and Community Services Report No R22/47 be received and noted.

BUSH BURSARY and CWA SCHOLARSHIPS PLACEMENT DIARY AND REPORT

Name of Student:

Name of Town:

Your host shire/sponsor has arranged for you to visit various health practitioners and organisations. In the spaces provided below, please describe your experiences with health practitioners and organisations. Please complete this diary at the end of each day.

Week 1

Day	Activities undertaken	Comment
Sunday	Arrival to Condo	Great pub feed at Red Dog bistro Accommodation is amazing and town very friendly
Monday	Public holiday Tour of Condo with Immogine (Lachlan Shire council) Road trip to Forbes to check out the dam (and swim) Afternoon at Lake Gumbend (Condo) for swim and relax	
Tuesday	Tottenham MPS <ul style="list-style-type: none"> - Saw VTEC in action - Patients seen had UTI, direct blow injury, wound care and aged care - Run down on health systems utilized by the hospital 	Staff were very friendly and welcoming. Only 2 nurses (RN and EN) were on for the day but was great to shadow them and appreciate their role in the MDT Way home quick stop at Rabbit trap hotel (iconic) We were also given a council car for the day
Wednesday	Lake Cargelligo <ul style="list-style-type: none"> - Introduction and tour of hospital. - Shadowed the on call doctor (Dr Liz Campbell) for the day - Went to the General practice at Lake where we were invited into GP consults to listen and observe - On call doctor received a call out to a lady in labour which we got to tag along with - Following Dr Kahled Bardawil kindly took us to also listen in on more patients 	Both doctors were incredible to us on the day and went above and beyond considering they were unaware we would be present. Patient who is a nurse for Lake AMS invited us to a tour of Murrin Bridge (mission 60km from Lake) which we will undertake next week. The Lake team at the hospital were amazing and welcoming and our experience there was unforgettable All patients seen had a diverse range of injuries and presentations from all walks of life .
Thursday	Condo Hospital <ul style="list-style-type: none"> - Tour of hospital - Introduction to in patients - Observed a catheter insertion to a patient - Spent most of the day in the ED: 	Again team was very welcoming and excited to have us for the day No doctors were on at the hospital so again shadowing RNs Has been great to watch the RNs in action as we learn very different things and understand the importance of MDTs

	<ul style="list-style-type: none"> ○ 1 presentation with chest and abdo pain (MI differential) → ECG, bloods, tropo all the VRGS consult ○ Presentation with PR bleed due to diverticulitis → VRGS consult and admitted ○ Presentation with deep foreign object penetration (pine splinter) was involved in the removal procedure requiring local anesthetic and whole lot of cutting and digging → 3 inch long and thick pine needle was removed <p>- Georgina also got to utilize her canula skills and successfully insert one into a patient.</p>	
Friday	<p>Brenshaw Medical Centre Condo</p> <ul style="list-style-type: none"> - Shadowed the GP and got an insight into the diverse health issues and literature patients had - Also shadowed the practice manager who was a nurse to see wound cleaning, needles, dressings ect. - On the day a young lady had sliced the top of her finger off with a meat slicer → witness the procedure for this - Young male had a biopsy done and we got to watch the biopsy - Mikayla got to give the practice manager her booster needle which all went fine 	<p>Interesting to watch the hesitancy of the patient and doctor as there was quite a language barrier for most patients as the doctor was African and had a very strong accent.</p> <p>Whilst only a small practice it was extremely busy the entire day.</p> <p>Only one doctor here would let us sit in the consults, as the main doctor who operates out of the center is on leave.</p>
Saturday	<p>Breakfast at Café Romas</p> <p>Stroll around the main street and shops at Condo (the Hall is a must)</p> <p>Went for a 9km walk out to the lake and back</p> <p>Headed to Griffith to stay with a friend.</p>	

Week 2

Day	Activities undertaken	Comment
Sunday		
Monday	<p>Aboriginal medical Centre Due to the usual doctor being on holidays there was a locum doctor in who wasn't keen to have students. Due to the clinic giving out booster vaccines and being fully booked out we helped in the vaccine clinic doing reception work and screening patients. This was a great way to meet the local community and help make the lives of the nurses easier during this period.</p>	<p>The AMS at condo were a lovely bunch who offered us future placements with them. They took us out for dinner and were very appreciative of our flexible nature. I would strongly recommend that this connection to the AMS continues and hopefully in future when covid reduces we will be able to experience the full volume of services they offer. We also had a bbq out at Lake Gumbend which was a great change of scenery, and tried out the local pubs for dinner (all amazing food and generous sizing) would recommend future students do that!</p>
Tuesday	<p>We were fortunate to have the local Aboriginal liaison officer to take us on a tour of the shire and out to the aboriginal community Murrin bridge. A permit must be held to enter this community that is located 12 kms out of Lake Cargelligo. It was an amazing experience we were grateful to receive.</p>	
Wednesday		
Thursday		
Friday		
Saturday		

Thank you for the time and energy that you put into completing the evaluation questionnaire, diary and report. I appreciate you sharing your opinions and experiences about your placement.

Please return your completed diary to Millie Caspers mcaspers@nswrdn.com.au

Report Template

After completion of your placement, along with the evaluation form and diary (above). We would also like you to complete a report of your placement either individually or with your Bush Bursary Placement Buddy. The councils fund the Bush Bursary Program, thus this report will then be distributed back to the council and also the health professionals and community members involved in your placement. You could think of this as a more formal version of your diary. This report is an important part of our evaluative process, and also the longevity of the program with our rural communities, to ensure further engagement and funding, it is important that this report be completed. You can include the following aspects in your report and any additional elements that you believe were significant during your placement.

1. A summary of health services encountered and your learnings
2. Significant community members encountered
3. Significant health professional encountered
4. Community events/activities you were involved with e.g. sport, trivia, dinners etc. and what you did on the weekend
5. A reflection of the Bush Bursary experience on the whole and your takeaways from your rural placement
6. Photos and videos from your experience can be sent to me via whatsapp or email. Please name any people in the photos or any details/descriptions of the photos.

Bush Bursary/CWA Scholarship
Rural Placement Evaluation Form

Completing this evaluation form will help NSW Rural Doctors Network and the scholarship sponsors to evaluate and improve aspects of rural placements. The information that you provide will help to do this, please answer the questions as fully as you can and if there is anything you would like to add please feel free to attach it.

Please circle your answers or write in the spaces provided

1. How satisfied were you with the educational aspects of your placement?

1	2	3	4	5
Very unsatisfied	Unsatisfied	Neither satisfied or unsatisfied	Satisfied	Very satisfied

2. Did you advise the placement coordinator of any special interests (women’s health, aboriginal health etc.) you have?

Yes, we spoke to AMS girls that we were extremely keen to see Murrin Bridge (local aboriginal community) and they gave us a contact to organise this. The coordinator managed to get us a week with in hospitals around the shire as we were very interested in understanding the hospital dynamics and differences.

If yes, how satisfied were you with the opportunities you were able to follow up with regard to this interest?

Very satisfied

3. Please comment on your rural placement from an educational perspective, was it educational? Did you learn new things? Did the placement complement your coursework?

Very educational! Gave insight into the proper struggles of rural medicine especially in hospitals that did nt have a doctor servicing it. Speaking to the patients also helped improve the knowledge of the health literacy. The diversity of rural medicine also meant that we learnt a lot and got to see many pieces of equipment in action.

4. How satisfied were you with the social aspects of your placement?

1	2	3	4	5
Very unsatisfied	Unsatisfied	Neither satisfied or unsatisfied	Satisfied	Very satisfied

Please comment on your rural placement experience from a social perspective.

For example: what types of activities did you participate in? Who did you get to meet from the local community

- Dinner at the pubs, got to meet some locals there
- Swimming at lake gumbend
- Coffee and lunches from café Roma

5. How satisfied were you with the level of care provided for your personal safety while you were on rural placement?

Very satisfied – accommodation was very secure

6. How satisfied were you that your religious/cultural needs were met during your rural placement?

Very satisfied

7. Overall, how satisfied were you with your rural placement?

1	2	3	4	5
Very unsatisfied	Unsatisfied	Neither satisfied or unsatisfied	Satisfied	Very satisfied

8. Can you think of anything that could be added or changed to make the placement more useful to students?

Potentially doing more days with the lake Cargelligo doctors as they service both the medical centre and the hospital. They were very welcoming and from a medical view gave us students time to explain things and ask questions. The AMS in Condo was also amazing and would be better if it wasn't at the start of the year as no specialists were booked to come out. Was great that we got to see the 3 different hospitals in action.

9. Think about your thoughts and feelings about rural clinical practice before you went on placement, do you think that you have changed in your desire to practice rural medicine since going on placement?

I believe that this recent placement has cemented my desire for a rural career and also made me wish I was out working already! Not only the diversity in medicine but the people in rural communities has cemented my desire.

Please explain your response:

10. How appealing is rural lifestyle to you following your placement?

1	2	3	4	5
Very unappealing	Unappealing	Neither appealing or unappealing	Appealing	Very appealing

11. Where did you stay while you were on your rural placement?

1.	Billeted with Doctor's family
2.	Billeted with shire/sponsor's family
3.	Billeted with community member
4.	Nurses home/student accommodation
5.	Other (please specify):

12. How would you rate the pre placement information you received from your host sponsor?

Very good

13. How would you rate the pre placement information you received from the NSW Rural Doctors Network?

1	2	3	4	5
Highly unsatisfactory	Unsatisfactory	Neither unsatisfactory or satisfactory	Satisfactory	Very satisfactory

14. In your opinion, what do you think should be different or changed about the organisation of your placement? Is there anything that could improved upon?

Asking medical facilities to check if they are scheduled to have doctors at the time of the placement or if any specialists will be in town. Also have someone ring up all the places prior to student arrival whether it be RDN, council or the student to remind the venue of the students visit as many paces have been very busy and forgot we were coming until arrival.

15. Is there anything else you would like to comment on?

Thank you very much for taking time and completing this questionnaire. It is important that the rural placements are well organised, useful and enjoyable for students. We appreciate your comments.

If you would like to discuss any issues arising from this questionnaire, please feel free to contact:

NSW Rural Doctors Network
PO Box 1111, Mascot NSW 1460
Phone: (02) 8337 8100 or fax: (02) 8337 8110;
students@nswrdn.com.au

8.3 DONATIONS

TRIM Number: R22/50

Author: Administration Officer - Corporate & Community Services

PURPOSE

Council is asked to consider requests for monetary and in-kind support for community events to be held in the 2021/2022 financial year.

SUPPORTING INFORMATION

A copy of the request for donation is included as an attachment.

BACKGROUND

Throughout the year Council receives requests from individuals, community groups and sporting clubs for financial and in-kind support. This support may promote the liveability of the shire or enable residents to undertake representation in their chosen sport or activities outside of the shire.

ISSUES AND COMMENTS

Country Women's Association of NSW – Oxley Group

Country Women's Association of NSW Oxley Group have requested a donation of \$300 towards the Oxley Group CWA 2022 Junior Public Speaking Competition on Tuesday 24 May 2022.

The donation will be utilised towards every student receiving a participation certificate with the winner of each section receiving a certificate, a monetary prize and entry to next level of competition. A copy of the draft budget is attached after the letter. Sponsors will be publicly acknowledged at every opportunity.

Council have previously donated \$300 from 2016 to 2020.

FINANCIAL AND RESOURCE IMPLICATIONS

A provision was made in the FY2021/2022 budget to provide cash and in-kind support for Community events. There is sufficient budget remaining to fund the above request. A copy of the donations paid for the year to 10 February 2022 is attached showing \$27,550 remaining before this donation is approved.

LEGAL IMPLICATIONS

There are no known legal implications.

RISK IMPLICATIONS

There is reputational risk for Council when making decisions to approve or not to approve particular requests.

STAKEHOLDER CONSULTATION

Councillors- February Strategic briefing

OPTIONS

1. Provide the full amount of the requested donation.
2. Decline the full amount of the requested donation

3. Offer a reduced donation to allow as many organisations as possible to be supported.

CONCLUSION

Council is asked to consider and make a resolution on the amount of any donation it wishes to provide.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 4.2.1 Council is financially sustainable and provides services at a level expected by the community.

ATTACHMENTS

1. **Country Women's Association of NSW - Oxley Group CWA** [↓](#)
2. **Donations YTD 10022022** [↓](#)

RECOMMENDATION

That:

1. The Director of Corporate and Community Services Report No. R22/50 be received and noted.
2. Council provide a \$300 donation to the Country Women's Association – Oxley Group for their 2022 Junior Public Speaking Competition.



Country Women's Association of NSW

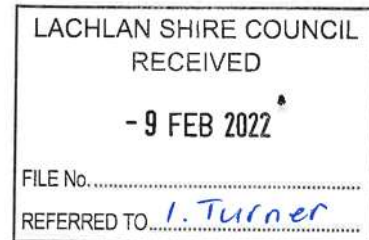
ABN 82 318 909 926

Incorporated in 1931 by an Act of NSW Parliament

All Communication to be addressed to the Secretary of **OXLEY Group**

4th February 2022

The General Manager
Lachlan Shire Council
P O Box 216
Condobolin. NSW. 2877



Dear Sir / Madam

Re: Oxley Group CWA 2022 Junior Public Speaking Competition.

The ability to speak in a public forum is a wonderful gift and it is great to have it encouraged. Some of the students who participate could become our future leaders within the community.

We are seeking funding assistance to hold our annual public speaking contest for school students between Years 3 – 10. This competition has been held annually for over 20 years and continues to grow. We now need 2 large rooms and 6 judges to cover the increased numbers. We expect approximately 80 – 100 students and a further 100 – 150 spectators who include parents caregivers, teachers and interested public. This year, the contest will be held in Forbes on Tuesday 24th May 2022

Oxley Group covers a wide area from Condobolin, Forbes, Parkes, Peak Hill to Myamley. All schools within the Oxley Group – both Primary and Secondary – are invited to participate. Schools from Lake Cargelligo, Tullibigeal and Ungarie are also invited to participate in the 4 sections which are offered. Every student receives a participation certificate with the winner of each section receiving a certificate, a monetary prize and entry into the next level of competition.

The Group also contributes to the expenses of the next level of competition which is the Inter Group Public Speaking between Far Western, Central Western and Oxley Groups.

The cost of running this competition continues to grow each year so outside funding is now sought. Would Lachlan Shire Council consider donating \$300.00 towards competition expenses? In support of our request, a draft budget is enclosed for your perusal. Our sponsors will be publicly acknowledged at every opportunity.

If you have any questions, please don't hesitate to contact me.

Yours sincerely

Ros Edwards

Mrs Ros Edwards
Convenor and Oxley Group Treasurer.
P O Box 10
Bogan Gate. NSW 2876
Phone: (02) 6864 – 1023
Email: steve.edwards2876@gmail.com

Direct Credit
Central West Credit Union
BSB 802 - 394
A/c # 39359
A/c name Oxley Group CWA
Ref: Pub Speak Lachlan SC

www.cwaofnsw.org.au

2021/22 DONATIONS BUDGET
AS AT 10/02/2022

Organisation/Individual	Work order number	Annual Budget for Special Events - in kind	General Ledger- Master/sub account number	Annual Budget for Community Events - specified donations & contributions	Amount paid for Community Events - specified donations & contributions	General donations - elected members	Rates/water - elected members	Community Events - general	Special Events-in kind support only	Donation Purpose
Master.sub					3820.various	3020.0405	3020.0406	3820.0460	3230.509	
Annual Budget						\$ 26,680	\$ 9,000	\$ 30,550		
Tottenham Blue Light (Youth centre)							\$2,168			Donation - Rates & water account Q1 & Q2 1023781
Ronald McDonald House Orange						\$600				Donation - October 2021
Tottenham Anglican Church							\$139			Donation - Rates Account 1000319
Rotary Club of Lake Cargelligo						\$1,000				Donation - Christmas Carnival fire works
Lucy Kirk - Speak up						\$200				Speak up event
Tullibigeal Central School						\$100				Presentation event
Tottenham Christmas Tree						\$100				Presentation event
Condoblin High School						\$100				Presentation event
Lake Cargelligo Central School						\$100				Presentation event
West Milby Rodeo & Gymkhana						\$1,000				Event donation
Tullibigeal Pool Committee						\$500				Christmas event
Tottenham Central School						\$100				Donation - August 2021
Koori Kids						\$450				NAIDOC week - Donation - January 2022
Condoblin Rotary Club						\$1,000				Event donation - January 2022
Tottenham CWA							\$1,037			Donation - Rates Account 1025830
Tullibigeal CWA							\$682			Donation - Rates Account 1022913
Condoblin Chamber of Commerce								\$3,000		Donation - October 2021
Condoblin Pistol Club										
Donations - NAIDOC week			3820.409	\$1,440	\$0					
Murrin Bridge Programs & Events			3820.494	\$20,890	\$0					
Western Plains Regional Development			3820.476	\$54,440	\$26,685					
Lower Lachlan Community Services			3820.477	\$54,440	\$54,440					
Tottenham Welfare Council			3820.478	\$4,160	\$4,000					
Tullibigeal Progress Association			3820.479	\$4,160	\$0					
Lake Cargelligo Community Gym			3820.483	\$6,830	\$0					
Tullibigeal Pool operations			3720.405	\$45,000	\$0					
Our Lady of Lourdes Catholic Church Lake Cargelligo							\$900			Donation - Rates Account 1017439
St Isadore Catholic Church - Tullibigeal							\$900			Donation - Rates Account 1023692
Special Event - Condoblin Races	812	\$10,080								\$0
Special Event - Pony Club Condoblin	1,062	\$650								\$0
Special Event - Breast Screen Van Movement	1,081	\$470								\$0
Special Event - Yellow Mountain Cross Country	1,093	\$1,310								\$1,206
Special Event - RSL Pipe band Tattoo	1,092	\$4,400								\$0
Special Event - Milby Sports	1,234	\$2,640								\$2,891 In kind support
Special Event - Condo 750	1,071	\$4,890								\$0
Special Event - ANZAC day	1,072	\$4,330								\$0
Special Event - Condoblin B&S	1,138	\$0								\$0
Special Event - Condoblin Show	1,163	\$16,350								\$0
Special Event - Tottenham Races	813	\$8,020								\$0
Special Event - Tullibigeal Carols	1,365	\$0								\$382 In kind support
Special Event - Tullibigeal Races	1,061	\$2,720								\$0
Special Event - Tullibigeal Gymkhana	1,232	\$910								\$0
Special Event - Tottenham Gymkhana	1,231	\$3,550								\$0
Special Event - Lake Cargelligo Show	1,221	\$1,720								\$0
Tottenham Christmas event	1,364	\$0								\$408 In kind support
Special Event - NAIDOC Week	1,505	\$2,150								\$0
Special Event - Lachlan Christmas Fiesta	1,873	\$3,580								\$4 In kind support
Special Event - Rotary Christmas event Lake Cargelligo	1,363	\$0								\$1,627 In kind support
Special Event - Rotary Christmas event Condoblin	1,362	\$0								\$2,701 In kind support
Special Event - White Ribbon march	2,653	\$0								\$0
TOTAL		\$67,770		\$191,360	\$85,125	\$5,250	\$5,826	\$3,000	\$9,219	
Total paid						\$ 5,250	\$ 5,826	\$ 3,000	\$ 9,219	
Annual Budget - General (GL3020.405)						\$ 27,000				
Annual Budget - Rates/water (GL3020.406)							\$ 9,000			
Annual Budget - Special events (GL3230.509)									\$ 67,770	
Annual Budget - Community Events (GL3820.460)								\$ 30,550		
Balance Remaining						\$ 21,750	\$ 3,174	\$ 27,550	\$ 58,551	

8.4 QUARTERLY BUDGET REVIEW 2 2022 FY

TRIM Number: R22/51

Author: Director - Corporate and Community Services

PURPOSE

To provide Council with a quarterly review of the Operational Plan budget as at 31 December 2021, as required by the *Local Government (General) Regulation 2005*.

SUPPORTING INFORMATION

A copy of Council's Quarterly Budget adjustments, projected results and proposed reserve balances are included as attachments.

In addition, as previously requested by Council, CDRV reserve movements and the unallocated balance of each location is provided in this report.

BACKGROUND

2. The *Local Government (General) Regulation 2005* requires the Council to prepare and consider a budget review statement each quarter (aside from June), which shows:

- 3.
4. - Estimates of Income and Expenditure
5. - Any relevant revisions of these estimates
- 6.

This review is completed in consultation with the responsible Director or Manager of the relevant department.

The statement must comply with the Local Government Code of Accounting Practice and be considered by the Council no later than 2 months past the conclusion of the quarter.

ISSUES AND COMMENTS

Council staff have completed a review of the 2021-2022 budget to identify:

- Budget variations;
- Council resolutions impacting on budget; and
- Information that has become available since the adoption of the current year's budget which is not currently reflected in the 2021-2022 Operational Budget.

The actual year to date operating result as at 31 December 2021 shows an operating gain of \$4.1M before capital income.

Council's expected net financial position as at 30 June 2022, after the proposed budget amendments, is shown in **Attachment 1**, along with the actual financial results for the period ended 31 December 2021. This quarterly review shows an operating budget loss (deficit) of \$9,295 by 30 June 2022. This is an improvement from the September QBR by \$171K and reflects an effort by the Directors and Managers to identify savings and improve revenues. This is a commendable effort.

Further improvements need to be made to ensure the projected operating budget loss (deficit) of \$9,295 is reversed and an operating surplus can be reported.

Overall, a cash surplus position at this review has been maintained, however the majority of the increase relates to an adjustment to the water and unspent grant reserves for the Drought Water Security funding.

Significant variances have been summarised below:

- Operating expenditure and income - As mentioned improvements in the operating position have occurred with some significant private works to occur. The actual benefit will only be realised once the work has been completed as expenditure may change. Savings have also been identified in Street Lighting, Street Trees, Town Planning and Superannuation.
- Capital grants – budget has increased by \$7.7M with \$7.4M relating to the Drought Water Security project in Condobolin. Council has been successful in Round 4 of the Stronger Country Community Grants with four projects worth \$252k combined. \$120K will be spent on two projects in Lake Cargelligo and Condobolin under the School Zone Infrastructure funding. Capital expenditure has increased in line with these grants.

Overall, actual operating expenses are within acceptable ranges as at 31 December 2021 at 51.5%, with half the financial year elapsed.

Actual revenue is also meeting expectations at 52.3%. It should be noted that due to end of year accounting adjustments, mainly related to capital grants not expended in the year they are received, that actual revenue in our financial statements could be lower. Like all other Council's Lachlan received an upfront payment of 50% of its 21.22 FY Financial Assistance Grant in advance in the year ended 30 June 2021. If this does not occur again, operating grants revenue will decrease significantly. This would be a timing matter only and all Council's will be in the same position. It is reasonable to assume that the 50% upfront payment will continue as it has been occurring for a number of years.

Water business

As previously discussed with councillors, the water business continues to project significant losses. The budget operating deficit for water is expected to be \$1.67m. It should be noted that at the end of December 2021 the quarter two water bills had not been raised and therefore not included in the fees and charges income.

REPORT BY RESPONSIBLE ACCOUNTING OFFICER

The following statement is made in accordance with Clause 203(2) of the *Local Government (General) Regulations 2005*:

Council's projected financial position as reflected in QBR2 will be satisfactory at year end, having regard to the projected estimates of income and expenditure and the original budgeted income and expenditure.

LEGAL IMPLICATIONS

Nil to this report.

RISK IMPLICATIONS

There are financial risks with projecting budgeted income and expenditure as unexpected variances can occur. These can be mitigated by careful management of costs.

Financial risks in relation to the timing of the Financial Assistance Grant and end of year accounting adjustments as noted in the second last paragraph in the Issues and Comments section.

STAKEHOLDER CONSULTATION

Council officers with budgetary responsibilities have been consulted in identifying these budget variations.

OPTIONS

That Council approve the budget variations as listed in the Quarterly Budget Review (2) adjustment documents.

CONCLUSION

Council's financial position remains reasonable however, fiscal restraint is essential.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP: 4.2 - Strong effective and Responsive Council

Delivery Program Action 4.2.1 - Council is financially sustainable and provides services at a level expected by the community.

ATTACHMENTS

1. **Operational Budget after QBR 2 update** [↓](#)
2. **QBR 2 Summary of adjustments** [↓](#)
3. **Reserve Balances as at 31 December 2021** [↓](#)
4. **CDRV Reserve Balances as at 31 December 2021** [↓](#)

RECOMMENDATION

That:

1. The Director Corporate and Community Services Report No.R22/51 be received and noted.
2. The Quarterly Budget adjustments and reserve movements be adopted as presented.

Operational Budget Budget 2021-2022							
Description	Original Annual Budget - Operating Plan 2021/2022	Actual YTD Results as at 31 Dec 2021	Percentage Actual YTD/Amended QBR Budget	Revotes & additional projects	Adjustments for QBR1	Adjustments for QBR2	Proposed Amended Annual Budget as at 30/6/2022
CONSOLIDATED RESULTS							
Income							
Rates & Annual Charges	(12,545,102)	(11,943,573)	101.0%	-	722,065	-	(11,823,037)
User Charges & Fees	(4,430,058)	(1,665,832)	31.5%	-	8,508	(867,145)	(5,288,695)
Interest & Investment Revenue	(550,377)	(69,250)	12.6%	-	-	-	(650,377)
Other Revenues	(406,136)	(659,857)	99.9%	-	(120,580)	(133,577)	(660,293)
Grants & Contributions - Operating	(16,834,031)	(7,988,459)	47.0%	(20,000)	(94,951)	(47,480)	(16,996,462)
Grants & Contributions - Capital	(12,722,974)	(8,639,138)	35.8%	(1,755,251)	(1,993,300)	(7,691,961)	(24,163,486)
Total Income from Continuing Operations	(47,488,678)	(31,134,560)	52.3%	(1,775,251)	(1,478,258)	(8,740,163)	(59,482,350)
Expenses							
Employee Costs	10,164,096	5,095,801	49.9%	29,444	14,414	5,180	10,213,134
Borrowing Costs	378,298	70,461	18.6%	-	-	-	378,298
Materials & Contracts	8,763,877	7,083,959	68.9%	428,252	190,634	902,994	10,285,757
Depreciation	10,346,610	5,173,305	50.0%	-	-	-	10,346,610
Other Expenses	4,085,278	614,631	15.2%	-	-	(30,919)	4,054,359
Losses on Disposal of Assets	50,000	140,724	-	-	-	-	50,000
Total Expenses from Continuing Operations	33,788,159	18,178,881	51.5%	457,696	205,048	877,255	35,328,159
Operating Result from continuing operations - Gain/(Loss)	(13,700,520)	(12,955,679)		(1,317,555)	(1,273,210)	(7,862,908)	(24,154,192)
Operating Result from continuing operations before Capital income (Gain)/Loss	(977,545)	(4,148,090)		437,696	720,090	(170,947)	9,295
Capital Expenditure	33,076,471	14,139,977	26.3%	9,535,513	2,433,586	8,690,256	53,735,826
Loan Funds Utilised	0	0	0.0%	-	-	-	0
Loan Principal Repaid	460,029	252,830	55.0%	-	-	-	460,029
Transfers to Restricted Assets (Reserves)	137,614	-	0.0%	-	-	1,090,242	1,227,856
Transfers from Restricted Assets (Reserves)	(10,130,954)	-	0.0%	(8,217,958)	(690,599)	(3,596,802)	(22,636,313)
Depreciation Contra	(10,346,610)	(5,173,305)	50.0%	-	-	-	(10,346,610)
Net Unrestricted Cash (Surplus)/Deficit	(503,969)	(3,736,177)		\$ -	\$ 469,777	(1,679,212)	(1,713,403)

Proposed Quarterly Budget Adjustments December 2021		
DETAILS		\$
INCOME - OPERATING		
Section 603 certificates	-	3,000.00
Training Reimbursements	-	57,147.00
Sale of Temporary allocation for water and future sale	-	29,000.00
Parks and Reserves - Condobolin User Fees	-	5,000.00
Willow Bend Gym - Agreement of Use - Dept Education	-	37,000.00
Willow Bend Sports Centre - reimbursements	-	10,000.00
Waste Management - Scrap Metal Income	-	32,890.00
Private Works - road works and gravel supply, fire mitigation works	-	788,700.00
HACC RSL Donation	-	4,540.00
Town Planning - other user charges	-	1,000.00
Town Planning - S94 Contributions	-	12,000.00
Fees - Development Applications	-	15,000.00
Fees - Construction and Complying Fees	-	3,000.00
Animal Control - Common Fees	-	845.00
Fees - Principal Certifier	-	1,000.00
Fees - Certificates	-	600.00
Total Adjustment for Operating Income (Increase)	-	1,000,722.00
INCOME - CAPITAL GRANTS & CONTRIBUTIONS		
Renown Park - Electronic Notice Board Stronger Country Community Fund Round 4	-	67,000.00
Stronger Country Community Grant Round 4 - Condobolin Tennis Club	-	60,000.00
Stronger Country Community Grant Round 4 - Willow Bend Gym	-	75,000.00
School Zone Infrastructure Grant -Transport for NSW	-	120,000.00
Net Waste Grant - Condobolin CRC	-	3,241.00
Stronger Country Community Grant Round 4 - Lake Cargelligo Memorial Hall	-	50,000.00
NSW RFS funding - Weja RFS shed	-	100,000.00
DWS072 Condobolin Drought Water Security Project Grant including underboring	-	7,416,720.00
Total Adjustment for Capital Grants & Contributions (Increase)	-	7,691,961.00
INCOME - OPERATING GRANTS		
Australia Day Grant	-	24,000.00
Willow Bend Gym - Contributions Dept Education	-	15,000.00
Block Grant - Traffic Facilities	-	1,000.00
Block Grant	-	1,000.00
Winter Holiday Grant - Youth	-	5,000.00
HACC - 2022 Covid-19 CHSP Emergency Support for Transport Services	-	12,480.00
Town Planning - Heritage Grant	-	5,500.00
Festival of Place - Summer Night Grant Funding	-	15,000.00
Small Business Month Grant	-	2,500.00
Total Adjustment for Operating Grants (Increase)	-	47,480.00
EXPENDITURE		
Street Tree Maintenance - labour	-	10,000.00
Public Toilets Lake Cargelligo - Cleaning costs	-	5,000.00
Public Toilets Lake Cargelligo - maintenance	-	11,500.00
Superannuation - Defined Benefit additional contribution	-	20,000.00
Swimming Pool Lake Cargelligo - Grounds maintenance	-	13,000.00
Swimming Pool Lake Tottenham - Grounds maintenance	-	9,000.00
Swimming Pool Lake Cargelligo - Building maintenance and repairs	-	6,000.00
Youth Services - Grounds Maintenance	-	1,200.00
HACC - 2022 Covid-19 CHSP Emergency Support for Transport Services	-	12,480.00
Condobolin Reservoir No 2 - Investigation Study	-	180,000.00
Water Reservoirs Merri Abba High Lift Pumping Station	-	20,000.00
Tottenham Reservoir - Seal water tower	-	4,410.00
Water Monitoring equip - Tottenham Turbidity Meter	-	2,000.00
Australia Day Grant expenditure	-	24,000.00
Matching Grants - allocated to Audit Fees	-	10,000.00
Independent Audit Fees for various grants	-	10,000.00
Ipad covers	-	1,500.00
Engineering - Professional Services	-	15,000.00
Engineering - Revaluation Expenses	-	4,000.00
Willow Bend Gym - General operating expenses	-	27,000.00
Street Tree Maintenance - contractors	-	20,000.00
Street Lighting - electricity	-	70,000.00
Tottenham Waste Depot - water consumption	-	1,600.00
Public Toilets Burcher - maintenance	-	8,210.00

DETAILS	\$
Works Depot - Water consumption	1,200.00
Private Works - road works and gravel supply, fire mitigation works	638,950.00
Library Special Projects Grant- Furnishings & Equipment (under threshold)	5,000.00
Swimming Pool Lake Cargelligo - Contractor Payments	8,130.00
Swimming Pool Lake Tottenham - Contractor Payments	2,500.00
Youth Services - Telecommunications	500.00
Youth Services - water consumption	1,500.00
Town Planning - Professional Services	-
Old Medical Centre Cleaning Costs	6,585.40
Festival of Place - Summer Night expenditure	15,000.00
Economic Development - Small Business Month Grant	2,500.00
Preliminary Investigations & Draft Masterplan for development of 1 McInnes Street for resale Oct Cnl Rsln	80,000.00
Building Control - Advertising	-
Health Administration - Advertising	3,000.00
Health Administration - Subscriptions	5,000.00
Bush Bursary Scholarship	-
Legal Fees - Sale of land	6,500.00
Vacant Land - Other expenses	-
Total Adjustment for operating Expenditure (Increase)	877,255.60
CAPITAL EXPENDITURE	
Computer purchases	8,666.00
Ipad purchases	-
Library Special Projects Grant- Furnishings & Equipment	5,000.00
Condoblin Tennis Club Building refurbishment, shade sail and fencing	60,000.00
Willow Bend Gym - Roof Laserlite panel replacement	75,000.00
Lake Cargelligo Memorial Hall - Air conditioning, security camera's, door replacement	50,000.00
Weja RFS shed	-
Renown Park - Electronic Notice Board SCCF R4	67,000.00
Condoblin High school – Busby Street – Bus parking zone	100,000.00
Lake Cargelligo Central School – Prior Street – pedestrian refuge upgrade	20,000.00
Condoblin - Water Monitoring Equipment	-
Water Monitoring equip - Tottenham	-
Condoblin Water Mains and Valve Renewals	35,000.00
Shire wide water supply assets VSD's replacements	-
Lake Cargelligo Water Mains & Valves Renewal	-
Shire wide water meters replacement program	-
Condoblin Potable Water Standpipe Upgrade (Condoblin Depot)	-
Lake Cargelligo - New Potable Water Fill Station	-
Water Mains Renewal - Tottenham	-
DWS072 Condoblin Drought Water Security Project	8,631,000.00
Total Adjustment for Capital Expenditure (Increase)	8,690,256.00
TRANSFER TO RESERVES	
Transfer to Uncompleted Works reserve	1,078,242.00
Transfer to S94 Reserve	12,000.00
Total Adjustment for Transfers to Reserves	1,090,242.00
TRANSFER FROM RESERVES	
Transfer from Information Technology Reserve	-
Transfer from Land Development Reserve	-
Transfer from Unspent Grants Reserve	-
Transfer from Water Reserve	-
Transfer from Unspent Grants Reserve	-
Total Adjustment for Transfers from Reserves	3,596,802.00

2022 RESERVE MOVEMENTS

Details	Opening Balance 1/07/2021	Approved by Cnl Resin June 21		Approved by Cnl Rsln Sept 21	Approved by Cnl Rsln Nov 21				Proposed Balance after Revotes
		2022 Annual Budget transfers in	2022 Annual Budget transfers out	Budget Revotes	QBR 1 adj trf in	QBR 1 adj trf out	QBR2 adj trf in	QBR2 adj trf out	
19550/29550/39550 - Other Reserves									
9550 - Reserve ELE	1,955,000								1,955,000
9551 - Reserve Unexpended Grants	7,530,340		1,302,000	3,100,666		508,088		2,292,523	327,063
9552 - Reserve Uncompleted Works	5,692,896		55,231	1,512,464		117,000	1,078,242		5,086,443
9553 - Reserve Election	70,000	25,000	69,000						26,000
9554 - Reserve Chambres/Computers	149,256		10,000	60,775				10,000	68,481
9555 - Reserve Meals on Wheels	65,319								65,319
9556 - Reserve Town Planning	32,653								32,653
9557 - Reserve Cemetery	55,529			48,601					6,927
9558 - Reserve Plant	6,637,537		725,351	1,261,293					4,650,893
9559 - Reserve Housing & Development	1,708,208							80,000	1,628,208
9562 - Reserve Swimming Pools	374,330			252,368					121,962
9563 - Reserve Retirement Village Proceeds	988,762		50,000						938,762
9568 - Reserve Aerodromes	135,568	5,000							140,568
9570 - Reserve Gravel Restoration Reserve	716,094		20,000						696,094
9571 - Reserve Gum Bend Lake	63,646								63,646
9572 - Reserve HACC	25,000								25,000
9574 - Reserve Insurance	0								0
9575 - Reserve Domestic Waste Management	147,163								147,163
9576 - Reserve Capital Improvements	1,655,144			167,163					1,487,981
9577 - Reserve Tip Restoration	188,168								188,168
9580 - Reserve Stormwater Drainage	588,656	52,550							641,206
9582 - Reserve Condobolin Main Street Improve	104,261								104,261
9583 - Reserve FAG GP Grant Rec'd in Advance	3,165,625								3,165,625
9586 - Reserve Waste Management Improvements	338,921	33,454		121,378					250,997
9587 - Reserve Depot Improvements	6,787,480		6,787,479						0
9589 - Reserve Section 94 Contributions	334,388	21,610	30,000				12,000		337,998
29550.9591 - S64 Contributions Water	13,245								13,245
29550.9578 - Water Supply Reserve	8,434,380		1,478,973	1,260,964		60,380		1,214,281	4,419,782
39550.9591 - S64 Contributions Sewer	3,925								3,925
39550.9578 - Sewer Supply Reserve	6,701,361		904,920	441,879		5,132			5,349,430
19550 - Other Reserves Total	54,662,854	137,614	11,432,954	8,227,551	0	690,600	1,090,242	3,596,804	31,942,800

LACHLAN SHIRE COUNCIL
 PROJECTS FUNDING SUMMARY - CONDOBOLIN DISTRICT RETIREMENT VILLAGE RESERVE
 31/12/2021

Job Ref	Project/Job	Est Cost	Proposed Funding				Spent to Date 2021/2022	TOTAL SPENT TO DATE	% of Budget Spent	31/12/2021
			CDRV Reserve	Other Reserves / Sales	General Revenue	Community Contrib				
	complete									
	Albert									
	Unallocated	\$ 100,000	100,000				-	0%	100,000	
		\$ 100,000	100,000	-	-	-	\$ -	0%	100,000	
	Burcher									
	Unallocated	\$ 50,000	50,000				-	0%	50,000	
3153	Water Filtration 2022	\$ 100,000	50,000	50,000			13,636	13,636	36,364	
		\$ 150,000	100,000	50,000	-	-	\$ 13,636	9%	86,364	
	Condobolin									
2473	Library Building Upgrade/Extension	\$ 720,000	520,000			200,000	634,122	100%	-	
	Scott Street - Residential Subdivision - returned in QBR 3 19	\$ 1,600,000	463,000	1,137,000			37,287	2%	455,694	
2857	Bathurst St Beautification	\$ 63,612	50,500		13,112		63,612	100%	-	
2742	SRA Showground - Perimeter Fence	\$ 24,500	24,500				24,500	100%	-	
2283	Adventure Park Construction	\$ 435,000	372,000		63,000		435,000	100%	-	
2527	Cemetery K&G, Sealing 2017-2018	\$ 140,000	100,000		40,000		193,723	100%	-	
	Unallocated	\$ 863	863				-	0%	863	
3123	Gumbend Lake Walkway S1	\$ 20,000	20,000				5,368	27%	14,632	
2764	Street Trees	\$ 80,000	80,000				48,138	60%	31,862	
3321	Purchase of 7 Hay Street	\$ 155,000	115,000	40,000			115,000	74%	-	
		\$ 3,238,975	1,745,863	1,177,000	116,112	-	200,000	\$ 1,556,750	48%	503,050
	Fifield									
	Unallocated	\$ 100,000	100,000				-	0%	100,000	
		\$ 100,000	100,000	-	-	-	\$ -	0%	100,000	
	Lake Cargelligo									
2469	Entry Signs	\$ 50,000	50,000				52,044	104%	-	
2858	Foster St Beautification	\$ 303,000	200,000		103,000		55,423	18%	144,577	
2505	Adventure Playground	\$ 200,000	200,000				203,269	102%	-	
2285	Sportsground Upgrade	\$ 150,000	150,000				161,849	108%	-	
2434	Sportsground Irrigation	\$ 105,076	100,000		5,076		106,985	102%	-	
		\$ 808,076	700,000	-	108,076	-	\$ 579,571	72%	144,577	
	Tullibigeal									
2774	Recreation Ground Lighting	\$ 280,330	112,500			\$ 180,330	292,748	104	-	
2772	Exercise Equipment	\$ 55,000	48,080				48,080	100	-	
	Tullibigeal Co-Op Improvements	\$ 10,000	10,000				-	0%	29,420	
	Unallocated	\$ 35,000	29,420				-	0%	29,420	
		\$ 380,330	200,000	-	-	180,330	\$ 340,828	90%	29,420	
	Tottenham									
2135	Swimming Pool Replace Amenities	\$ 621,000	189,550		100,000	150,000	181,450	781,977	126%	-
	Tottenham Community Tent	\$ 2,499	2,499						100%	-
2775	Tottenham Racecourse upgrade	\$ 7,951	7,951				7,951		100%	-
		\$ 631,450	200,000	-	100,000	150,000	181,450	\$ 789,928	125%	-
	TOTALS	\$ 5,408,831	3,145,863	1,227,000	324,188	150,000	561,780	6,534,154	121%	963,411

8.5 ARIC FEES, REASONABLE EXPENSES AND FACILITIES POLICY

TRIM Number: R22/52

Author: Governance and Risk Officer

PURPOSE

To provide a draft copy of the newly created Audit, Risk and Improvement Committee (ARIC) Fees, Reasonable Expenses and Facilities Policy for referral to Council for consideration, comment and adoption.

SUPPORTING INFORMATION

See attachments.

BACKGROUND

The fees for service of the ARIC Chair and ARIC Independent Members were adopted by Council on 27/10/2021 (Resolution 2021/252) and 25/11/2020 (Resolution 2020/334) respectively.

At that time Council was advised that an ARIC Fees, Reasonable Expenses and Facilities Policy would be developed.

This policy enables the reasonable reimbursement of expenses and provision of facilities for the Committee. In addition, the policy provides for the payment of the independent member fees for attendance at meetings and Council approved workshops.

ISSUES AND COMMENTS

Lachlan Shire Council has an established ARIC in place. Payment of fees, reasonable expenses and the provision of facilities will enable the ARIC Committee to operate effectively.

The draft policy ensures accountability and transparency, and seeks to align committee expenses and facilities with community expectations. The payment of fees should be at a level sufficient to attract suitably qualified and experienced independent committee members.

The main points of this policy to note are: -

1. Fees are not paid to Lachlan Shire Councillor ARIC members or to any Lachlan Shire Council staff who are on the committee, or who are invited to speak at a committee meeting.
2. Fees are determined as per council resolutions and will only be paid upon receipt of a claim form with documentation and/or receipts/tax invoices as required.
3. Chair and independent member meeting fees are subject to review on the 1st July each year. The percentage rate increase (if any) will be the same as each year's Determination of the Local Government Remuneration Tribunal for mayoral and councillor fees.
4. Committee members must not obtain private benefit from any expense or facility provided under this policy.

FINANCIAL AND RESOURCE IMPLICATIONS

Council has a budget for ARIC member fees and reimbursements totalling \$50,630. This is to cover training, travel, meals and accommodation as well as fees.

LEGAL IMPLICATIONS

Under the *Local Government Act 1993* from June 2022, each council must have an Audit, Risk and Improvement Committee (ARIC).

RISK IMPLICATIONS

Legislative Risk if Council is not compliant with all requirements under the Act and associated Regulations.

STAKEHOLDER CONSULTATION

Governance and Risk Officer

Director Corporate & Community Services

ARIC meeting 9 February 2022

REFERENCES

Office of Local Government Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors in NSW.

LSC ARIC Terms of Reference V1 27 October 2021

LSC Payment of Expenses and the Provision of Facilities to the Mayor and Councillors Policy

OPTIONS

1. Review the draft policy and adopt the policy as presented.
2. Review the draft policy, recommend changes and adopt with changes incorporated.

CONCLUSION

The draft ARIC Fees, Reasonable Expenses and Facilities Policy, as referred by ARIC, is presented to Council for consideration. Council should review the policy, recommend changes and adopt the policy with recommended changes (if any) incorporated.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

4.2. Strong, effective and responsive council

4.2.1 Operate an effective Audit Committee

4.2.5 Council's exposure to risk is minimised.

ATTACHMENTS

1. **ARIC Fees, Reasonable Expenses and Facilities Policy - DRAFT** [↓](#)

RECOMMENDATION

That

1. The Director Corporate & Community Services Report R22/52 be received and noted.
2. Subject to any changes Council wishes to make being incorporated, the ARIC Fees, Reasonable Expenses and Facilities Policy be adopted.

Audit, Risk and Improvement Committee

Fees, Reasonable Expenses and Facilities Policy

Lachlan Shire Council
February 2022







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Policy Summary

This policy enables the reasonable reimbursement of expenses and provision of facilities for Audit, Risk and Improvement Committee (ARIC) members as well as the payment of fees for attendance at meetings and Council approved workshops.

It ensures accountability and transparency, and seeks to align committee expenses and facilities with community expectations. The payment of fees should be at a level to attract suitably qualified and experienced independent committee members. Committee members must not obtain private benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the Local Government Act 1993 (the Act) and Local Government (General) Regulation 2005 (the Regulation). Reference was made to the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Members in NSW.

Claims will only be paid upon receipt of claim form with valid tax invoices where required. EFTPOS receipts may not be utilised as substantiating documents.

Part A – Introduction

1. Introduction

The purpose of this policy is to clearly state the fees payable and the facilities and support that are available to the committee to assist them in fulfilling their duties as ARIC members. Council will not approve any expenses or provision of facilities outside of this policy.



The LSC ARIC Committee consists of:

- 2 independent voting members
- 2 Councillor voting members
- General Manager (LSC staff) – nonvoting observer
- Director Corporate and Community Services (LSC staff) – nonvoting observer

2. Policy objectives

2.1. The objectives of this policy are to:

- enable the reasonable and appropriate reimbursement of expenses incurred by the committee while undertaking their duties;
- enable facilities of a reasonable and appropriate standard to be provided to the committee to support them in undertaking their duties;
- ensure accountability and transparency in reimbursement of expenses and provision of facilities to the committee;
- ensure facilities provided and fees and expenses paid meet community expectations; and
- fulfil the council's statutory responsibilities.

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3. Principles

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

4. Private benefit

- 4.1. The committee must not obtain private benefit from any expense or facility provided under this policy.
- 4.2. Incidental private use of council equipment and facilities by the committee may occur from time to time. For example, telephoning home to advise that a committee meeting will run later than expected.
- 4.3. Such incidental private use does not require a compensatory payment back to council.
- 4.4. The committee should avoid obtaining any greater private benefit from Council than an incidental benefit. Where there are unavoidable circumstances and more substantial private use of council facilities does occur, the committee member must reimburse the council.

Part B – Fees

Fees are not paid to LSC Councillor ARIC members or to any LSC staff.



Fees are determined as per council resolution.

Fees will only be paid upon receipt of a claim form with documentation and/or receipts/tax invoices as required.

Chair and independent member meeting fees as outlined below are subject to review on 1st July each year. The percentage rate increase (if any) will be the same as each year’s Determination of the Local Government Remuneration Tribunal for mayoral and councillor fees.

5. Fee for ARIC Chair

- 5.1. The fee to pay for the ARIC chair is as per LSC Resolution 2021/252 adopted on 27/10/2021.
- 5.2. The fee will be up to \$1,200 per meeting. This will depend on the qualifications and experience of the Chair and will become effective on the appointment of a new ARIC Chair in 2022.
- 5.3. The exact fee will be recommended by the selection panel for the preferred candidate at the time of appointment and will be determined by Council at that time when ratifying the appointment of a new ARIC Chair.

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- 5.4. Fees include an allowance for meeting preparation and will be paid for the duration of any meeting or Council approved workshop. Travel time is not paid.
- 5.5. In addition travel expenses may be claimed on a per kilometre basis (currently 78c per km) as adopted by Council. This covers travel from the usual private place of residence and return only.
- 5.6. No other fees for the Chair will be payable.

6. Fee for ARIC Independent Members

- 6.1. The fee to paid to any ARIC independent member is as per LSC Resolution 2020/334 adopted on 25/11/2020 and effective 1/12/2020.
- 6.2. The fee payable is \$175 per hour or part thereof.
- 6.3. Fees include an allowance for meeting preparation and will be paid for the duration of any meeting or Council approved workshop. Travel time is not paid.
- 6.4. In addition travel expenses may be claimed on a per kilometre basis (currently 78c per km) as adopted by Council. This covers travel from the usual private place of residence and return only.
- 6.5. No other fees for Independent members will be payable.

Part C – Expenses

7. Approval Arrangements

Attendance at conferences, professional development, travel on ARIC business and the like is to be approved in advance by the Director Corporate and Community Services or the General Manager. All approvals must be within the budget.

Professional development, Conferences and seminars

- 7.1. Approval for professional development activities is subject to a prior written request to Council outlining:
 - details of the proposed professional development;
 - relevance of the topics and presenters to current council and ARIC priorities and business and the exercise of committee duties;
 - cost of the conference or seminar; and
 - available budget.



In addition, Councillor committee members should have this listed on their professional development plan.

Spouse or Partner Expenses

No spouse or partner expenses are payable for ARIC. The individual committee member is required to meet all expenses incurred by spouse/ partners in attending conferences and seminars.

8. General expenses

All expenses provided under this policy will be for a purpose specific to the functions of the ARIC. Allowances for general expenses are not permitted under this policy.

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9. Specific expenses

General travel arrangements and expenses

- 9.1. All travel by members should be undertaken using the most direct route and the most practicable and economical mode of transport.
- 9.2. Where Council Officers are attending any meeting, conference, seminar or function and are travelling by motor vehicle ARIC members will, where practical, travel to and from the meeting, conference, seminar or function with the Officers, or utilise a Council pool vehicle (if available).
- 9.3. Should travel with an Officer be impractical, then the member is authorised to travel by the most direct route to and from the meeting, conference, seminar or function in the member's private vehicle.
- 9.4. Allowances for the use of a private vehicle will be reimbursed by kilometre at the rate adopted by Council (currently 78c per km).
- 9.5. Individuals on the committee seeking to be reimbursed for use of a private vehicle must keep include on their claim form the date, distance and purpose of travel being claimed.
- 9.6. Where distances or practicality prevent travel by motor vehicle, and remote access is not the preferred option, Council will meet the cost of either the return first class travel by rail or return economy class airfare together with taxi fares to and from the railway stations or airports for members attending meetings, conferences, seminars or functions.
- 9.7. Where road travel is required over a time period greater than 3 hours each way then Council approved economy class air travel may be utilised.

Overseas and interstate travel expenses



- 9.8. Council will not provide overseas travel for the committee.
- 9.9. Council will scrutinise the value and need for members to undertake interstate travel.
- 9.10. Members seeking approval for any interstate travel must submit a case to, and obtain approval with a Council resolution, prior to travel.
- 9.11. The case should include:
 - objectives to be achieved in travel, including an explanation of how the travel aligns with current council priorities and business, the community benefits which will accrue as a result, and its relevance to the exercise of the member's duties
 - who is to take part in the travel
 - duration and itinerary of travel
 - a detailed budget including a statement of any amounts expected to be reimbursed by the participant/s.
- 9.12. For interstate journeys by air the class of air travel is to be economy class.
- 9.13. For air travel that is reimbursed, members will not accrue points from the airline's frequent flyer program. This is considered a private benefit.

Travel expenses not paid by Council

Council will not pay any traffic or parking fines.

Accommodation and meals

- 9.14. Council will reimburse costs for accommodation and meals while members are undertaking prior approved travel or professional development

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9.15. Where meals are not provided Council will meet the cost of reasonable sustenance. Sustenance will be paid on an actual cost basis or reimbursed following the receipt of an appropriate claim and supported by valid tax invoices or receipts. EFTPOS receipts are not substantiation.

9.16. ARIC members will not be reimbursed for alcoholic beverages in any circumstances.

Incidental expenses

9.17. Incidental expenses whilst on Council business within Australia - Council will meet reasonable incidental expenses for councillors associated with conferences and seminars, or such other forums as the Council approves, on an actual cost basis upon the production of receipts and duly authorised claims.

Refreshments for meetings

9.18. For official ARIC meetings and Council approved workshops, refreshments will be provided for morning/afternoon tea and a light lunch, breakfast or supper as appropriate given the time of day.

Training, conferences and seminars

9.19. Council will meet the reasonable cost of registration fees, transportation and accommodation associated with attendance at training, conferences and seminars preapproved by Council. Council will also meet the reasonable cost of meals when they are not included in the conference fees subject to this policy.

9.20. Where such costs are paid by Council and the individual committee member does not attend the conference or seminar, then the individual shall be personally liable to repay all amounts paid by Council. Where the individual believes there are extenuating circumstances for non-attendance the individual may apply to the General Manager to have such repayment waived.

Functions

9.21. In instances where members may be invited to official council functions, council will meet the cost of the ticket and/or meal only. If the member’s spouse or partner is invited as well that ticket and/or meal cost will also be paid for. No other peripheral expenses will be paid/reimbursed.

10. Insurances

10.1. In accordance with Section 382 of the *Local Government Act*, Council is insured against public liability and professional indemnity claims.

10.2. Insurance protection is only provided if a claim arises out of or in connection with the member’s performance of his or her ARIC duties, or exercise of his or her functions as a member. All insurances are subject to any limitations or conditions set out in the policies of insurance.



Part D – Facilities

11. General facilities for all members

Facilities

11.1. Council will provide the following facilities to the committee to assist them to effectively discharge their duties:

- Secretariat support including meeting agenda, minute taking and minutes, and business papers as required;

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- personal protective equipment for use as required; and
 - a meeting room to conduct meetings in with suitable IT services including remote access
- 11.2. The provision of facilities will be of a standard deemed as appropriate for the purpose by the Director Corporate and Community Services.

Stationery

- 11.3. Council will provide stationery and writing materials for meetings and workshops as required.

Administrative support

- 10.1. Council will provide administrative support to members to assist them with their member duties only. Administrative support may be provided by staff as arranged by the General Manager or the Director Corporate and Community Services.

Part E – Processes

11. Approval, payment and reimbursement arrangements

- 11.1. Expenses should only be incurred by members in accordance with the provisions of this policy.
- 11.2. Approval for incurring expenses, or for the reimbursement of such expenses, should be obtained before the expense is incurred.
- 11.3. Reimbursement will require ARIC members to be set up in Council's payment system with a creditor number and payment will be by EFT. Council does not pay by cheque or cash.
- 11.4. Final approval for payments made under this policy will be granted by the Director Corporate and Community Services or General Manager.

Direct payment

- 11.5. Council may approve and directly pay expenses. Requests for direct payment must be submitted to the Director Corporate and Community Services for assessment against this policy with sufficient information and time to allow for the claim to be assessed and processed.

Reimbursement



- 11.6. All claims for reimbursement of expenses incurred must be made on the prescribed form (see attached forms), supported by appropriate receipts and/or tax invoices, and be submitted to the Director Corporate and Community Services.
- 11.7. A valid tax invoice or receipt must be submitted for all claims. Claims will not be paid using EFTPOS receipts as substantiation.

Notification

- 11.8. If a claim is approved, council will make payment directly or reimburse the member through accounts payable. An email remittance advice will issue when the payment is made.
- 11.9. If a claim is refused, council will inform the member in writing that the claim has been refused and the reason for the refusal.

Reimbursement to council

- 11.10. If council has incurred an expense on behalf of a member that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:
- council will invoice the member for the expense; and

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- the member will reimburse council for that expense within 14 days of the invoice date.
- 11.11. If the member cannot reimburse council within 14 days of the invoice date, they are to submit a written explanation to the general manager. The general manager may elect to deduct the amount from the member's allowance.

12. Disputes

- 12.1. If a member disputes a determination under this policy, the member should discuss the matter with the general manager, whose decision is final and binding.

13. Return of facilities

- 13.1. All unexpended facilities or equipment supplied under this policy are to be relinquished immediately upon a member ceasing to hold office or at the cessation of their duties.

14. Reporting

- 14.1. Council will report on the provision of expenses and facilities to members as required in the Act and Regulations.

15. Breaches

- 15.1. Suspected breaches of this policy are to be reported to the general manager.
- 15.2. Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct, as detailed in the Code and in the Procedures for the Administration of the Code.

16. Special Circumstances



- 16.1. If special circumstances arise where it is impractical for the strict terms of this policy to be applied the general manager may authorise a one-off variation to the policy to meet those special circumstances.

17. Status of the Policy

- 17.1. This policy, once adopted, is to remain in force unless it is reviewed by the Council or changed as per legislative requirements as and when they occur.

18. Related Documents

ARIC Terms of Reference
 Lachlan Shire Council Code of Conduct for Councillors & Committee members Policy
 Lachlan Shire Council Corporate Credit Card Policy
 Local Government Act 1993
 Local Government (General) Regulation 2005
 Model Code of Conduct for Local Councils in NSW 2020
 OLG Guidelines for the payment of expenses and provision of facilities for mayors and councillors in NSW

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Lachlan Shire Council Information to Establish New Creditor Form

ACCOUNT NAME:

ADDRESS:

POSTAL ADDRESS

EMAIL ADDRESS

ABN

NATURE OF BUSINESS

TELEPHONE
BUSINESS
MOBILE
FAX

BANK ACCOUNT DETAILS

BSB:

ACCOUNT NUMBER

Name: _____ **Signature:** _____ **Date:** _____

9 ENVIRONMENT, TOURISM AND ECONOMIC DEVELOPMENT

9.1 INFRASTRUCTURE CONTRIBUTIONS REFORM PUBLIC EXHIBITION

TRIM Number: R21/344

Author: Director - Environment, Tourism and Economic Development

PURPOSE

The purpose of this report is to advise Council of the proposed reforms to the development contributions system in NSW released for exhibition by the Department of Planning, Industry and Environment (DPIE) and associated documents released for exhibition by the Independent Pricing and Regulatory Tribunal (IPART).

SUPPORTING INFORMATION

Letter from Secretary from DPIE

BACKGROUND

In November 2020 the NSW Productivity Commission released a report entitled Review of Infrastructure Contributions in NSW. The Minister for Planning and Public Spaces subsequently adopted all 29 recommendations of this report. A suite of documents was released for consultation by DPIE on 29 October 2021 and related documents were released by IPART for consultation on 29 October and 12 November 2021.

The Department of Planning, Industry and Environment (DPIE) are accepting formal submissions on the reform package which seeks to implement the recommendations of the productivity commissioner.

Council have received a letter from the Secretary of DPIE which states:

“To ensure council staff have the best possible opportunity to contribute and participate, within caretaker guidelines, there will be two stages of feedback and advice that can be submitted:

1. A six-week consultation period from the start of the exhibition, on Thursday 28 October 2021, with technical submissions from council staff due at the end of this period (approximately mid-December 2021).

2. Council endorsed submissions due one week after the first meeting of the new Councils in early 2022 (approximately early March 2022).”

Therefore, whilst the public exhibition period has now been completed Council still have time to submit a Council endorsed submission.

ISSUES AND COMMENTS

Overall there are 17 separate documents in the reform package, predominately relating to local infrastructure contributions and regional infrastructure contributions. The documents are spread over at least nine different webpages and generated by two different state government agencies. The proposed contributions reforms are just one of a series of reforms which have been proposed that Council officers have had to review over the last two years, all whilst a pandemic has been ongoing. In addition, the Central West and Orana Regional Plan update is also on exhibition, along with the draft regional transport plan.

It was difficult to undertake a comprehensive review of the reform package, given the tight timeframe, the number of documents on exhibition and the fact that normal Council processes need to be continued. However, it would appear that the new system will be more complex.

Given the scope of the exhibition material, the highly technical nature of the subject matter and the timeframes involved it is difficult to brief Council on the reform package and it is recommended that this be raised in Council's submission.

A discussion relating to some of the key matters in reform package is included below:

Local Contributions

Local infrastructure contributions are collected by Councils pursuant to approved contributions plans, and presently fall under one of two categories: Section 7.11 contributions or Section 7.12 levies, named for the relevant sections of the *Environmental Planning and Assessment Act 1979*.

Section 7.12 of the Environmental Planning and Assessment Act 1979 currently allows a levy, based on a percentage of the development cost, to be imposed when a development consent or complying development certificate is issued. Levies paid to Council are applied towards the provision, extension or augmentation of public facilities, or towards recouping the cost of their provision, extension or augmentation. However, those projects need to be specifically listed in a contributions plan.

Council’s Section 7.12 (formerly Section 94A) Contribution Plan (“the plan”) commenced 8 July 2015 and applies to all land within the local government area of Lachlan Shire Council. The levies, under the plan, are calculated as a percentage of the cost of development as follows:

Proposed cost of the development	Maximum percentage of the levy
Up to \$100,000	Nil
\$100,001 - \$200,000	0.5 percent
More than \$200,000	1.0 percent

For example, if the cost of a development is \$500,000, the levy is \$5,000 (\$500,000 x 0.01 = \$5000).

The maximum percentages of the cost that can be imposed as a levy are specified in clause 25K of the Environmental Planning and Assessment Regulation 2000 (EP&A Regulation). The levy can only be imposed by a council if a council has a section 7.12 (s7.12) development contributions plan in place.

The plan enables Council to provide high quality and diverse public amenities and services to achieve the described actions and as a consequence meet the expectations of the existing and future residents of the Lachlan Shire.

The proposed changes to Section 7.12, as currently exhibited, include setting new levy condition rates for named development types by area, with the areas being Greater Sydney – East, Greater Sydney – Central, Greater Sydney – West and Regional NSW. Lachlan Shire Council would form part of regional NSW. The proposed rates are included below, with the regional NSW figures outlined in red:

	House per dwelling	Other residential per dwelling (dual occupancies etc)	Additional bedroom per room for additions	Commercial per m ² new and additions*	Retail per m ² new and additions*	Industrial per m ² new and additions*
Greater Sydney - East	\$15,000	\$15,000	\$6,000	\$50/\$25	\$35/\$17.50	\$35/\$17.50
Greater Sydney - Central	\$12,000	\$12,000	\$5,000	\$40/\$20	\$35/\$17.50	\$25/\$12.50
Greater Sydney - West	\$10,000	\$8,000	\$4,000	\$25/\$12.50	\$35/\$17.50	\$13/\$6.50
Regional NSW	\$10,000	\$8,000	\$4,000	\$25/\$12.50	\$35/\$17.50	\$13/\$6.50
	Boarding houses/group homes/student accommodation/hotels/motels/serviced apartments per bedroom	Aged care facilities/nursing homes/hostels/backpackers* accommodation per bed	Caravan parks/ manufactured home estates per site	Solar and wind farms per megawatt (capped at \$450,000 per project/DA)		
Greater Sydney - East	\$6,000	\$6,000	\$15,000	\$2,000		
Greater Sydney - Central	\$5,000	\$5,000	\$12,000	\$2,000		
Greater Sydney - West	\$4,000	\$4,000	\$8,000	\$2,000		
Regional NSW	\$4,000	\$4,000	\$8,000	\$2,000		

“where the development is an alteration to an existing development, the maximum rate will be 50% of the maximum rate for a new development or addition to existing development.”

The use of the term ‘bedroom’ is a concern as people may tend to relabel rooms as something else to avoid payment of the levy. A clear definition will be required to ensure that rooms capable of being converted into bedrooms are also included.

Purpose of the reforms

The following are the stated purpose of the reforms:

1. Improving the current system which is hard to understand and inconsistent.
2. Creating a better way to deliver local infrastructure and make sure the community gets what it needs to grow.
3. Deliver the infrastructure to support new homes with transparency and consistency the community and industry need.
4. Ensuring the right infrastructure is delivered at the right time to improve the lives of the people of NSW.

However, the package of documents on exhibition is overly complex and confusing. There is also no overarching document that shows how all the reforms fit together and link to one another.

The Department’s website states:

“Councils will be no worse off because of these reforms. Separately, IPART has independently shown that no councils will be worse off because of the rate peg reform”.

If Council cannot collect the same amount of funds from developer contributions and we are considered to be a low population growth area then Council may be worse off. It is unclear how the proposed changes to rate pegging and infrastructure contributions reform tie into the Integrated Planning and Reporting framework. In particular, how does all of these changes relate to Council’s long-term financial plan and asset management framework?

Recommended points for a submission

- The timeframe of the exhibition (i.e. around local government elections) and lack of consultation with elected representatives has made it difficult to provide an appropriate response;
- The package of documents on exhibition is overly complex and confusing. There is also no overarching document that shows how all the reforms fit together and link to one another;
- There is uncertainty around the financial impacts associated with the proposed changes, particularly in light of the rate pegging reform which is being carried out separately. It is difficult for Council to carry out IP&R requirements in this environment when it is unclear what the impacts will be on the LTFP and asset management;
- A clear definition of what constitutes a bedroom should be included to ensure that applicants have a clear understanding of what they will need to pay contributions on in their proposed development;
- The additional reporting requirements will add to the administrative burden for Council. Lachlan Shire Council has limited resources which means that in order to undertake these tasks other tasks will need to be delayed which affects the level of service provided to the community.

FINANCIAL AND RESOURCE IMPLICATIONS

Development contributions and income from planning agreements are a significant source of funding for the provision of local infrastructure. Any change to the level of contribution that can be levied or the scope of infrastructure that can be funded will impact on Council’s ability to fund infrastructure for the community.

The proposed reforms include additional monitoring and reporting requirements and additional supporting documentation for the imposition of contributions. This places an administrative burden on Council and will impact on service levels provided to the community.

LEGAL IMPLICATIONS

The proposed reforms include changes to the EP&A Act and associated Regulations as well as practical changes to the way in which the contributions system is to be implemented. Council will be required to comply with these changes once they are finalised by the State Government.

RISK IMPLICATIONS

If implemented these changes will not be optional and will impact on Council's ability to address the infrastructure needs of the community.

Given the timeframes for submissions and the complex nature of the reform package there is a high risk that issues that should have been identified and addressed during consultation will not be, creating a system that does not work efficiently or effectively.

STAKEHOLDER CONSULTATION

Nil

OPTIONS

1. Decide to make a submission in relation to the exhibition material which includes the matters raised in the issues and comments section of this report.
2. Decide not to make a submission.

CONCLUSION

The NSW State Government are proposing significant changes to the NSW Infrastructure Contributions System. Council have been provided an unsatisfactory time period in which to review these significant changes and there has been insufficient consultation with Council's elected representatives. The proposed changes are extremely complex and over a number of different documents and have been proposed at the same time as a number of other complex changes and draft strategic planning documents. It is recommended that Council lodge a submission in relation to the changes and include the matters raised in the issues and comments section of this report.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

4.2 Strong effective and Responsive Council

ATTACHMENTS

1. Letter regarding infrastructure contributions reform exhibition [↓](#)

RECOMMENDATION

That

1. The Director of Environment, Tourism and Economic Development Report No. R21/344 be received and noted.
2. That Council lodge a formal submission in relation to the infrastructure contributions reform package that includes the matters raised within this report.



Planning,
Industry &
Environment

Office of the Secretary

28 October 2021

Dear General Manager

Since the NSW Government accepted the Productivity Commission's recommendations on infrastructure contributions reform earlier this year, the Department has been consulting with local government representatives and the Office of Local Government and getting valuable feedback on the implementation and design of the reforms.

I want to thank you for your input and participation so far.

To seek further feedback, the Department is now accepting formal submissions on the reform. Conversations with the sector will continue during the exhibition period through council webinars and group workshops with General Managers and council staff.

The full exhibition pack on the reforms can be accessed on the Department's website at www.planning.nsw.gov.au/contributions-reform.

The sector has effectively communicated the challenges that arise due to the timing of the exhibition and its proximity to the council election caretaker period and the elections taking place in December.

To ensure council staff have the best possible opportunity to contribute and participate, within caretaker guidelines, there will be two stages of feedback and advice that can be submitted:

1. A six-week consultation period from the start of the exhibition, on Thursday 28 October 2021, with technical submissions from council staff due at the end of this period (approximately mid-December 2021)
2. Council endorsed submissions due one week after the first meeting of the new Councils in early 2022 (approximately early March 2022).

This approach does not breach caretaker guidelines as the Department is not asking councils to enter into an undertaking involving an expenditure or receipt of funding.

If you need further information on the exhibition or to discuss further please email stakeholder.engagement@planning.nsw.gov.au

I look forward to speaking with you all soon

A handwritten signature in black ink, appearing to read 'Kiersten Fishburn'.

Kiersten Fishburn
A/Secretary

9.2 FY20/21 AND FY21/22 PROJECT MONTHLY UPDATE FOR JANUARY/FEBRUARY**TRIM Number: R22/29****Author: Manager - Projects and Building****PURPOSE**

The purpose of this report is to provide a summary of projects currently being undertaken by the Environment, Tourism and Economic Development Department. The execution and completion of works varies on resource availability, weather conditions, work priorities and unforeseen circumstances. Work priority will be allocated based on safety and risk.

SUPPORTING INFORMATION

Nil

BACKGROUND

Council has adopted the 2021/22 budget and associated Delivery and Operational Plans. This report provides updates on the delivery of the capital projects regarding buildings.

ISSUES AND COMMENTS

Project	Budget	Funding Source	Expend. To Date	Forecast Expend.	Comments
Lake Cargelligo Caravan Park Amenities Upgrade	\$125k	DSP	\$105k	\$125k	Works have been completed on the original application. A variation to milestone dates has been approved to allow for the expenditure of the unspent grant funding. Additional works to utilise the remaining funds are currently being undertaken.
Tottenham Youth Club Renovation	\$57,046	SCCF R3	\$51k	\$57,046	Both the roof and external cladding have been completed. A purchase order has been issued for the fencing material. A variation has been approved until March 2022 and works are expected to be completed by this time.
Condobolin and District Historical Museum - Extension to Museum and	\$77,765	SCCF R3	\$6k	\$77,765	A report is provided in the business paper relating to this project and providing options on how to proceed.

Display Enhancements					
Condobolin Works Depot	\$7,246,707.60	\$6,000,000 Loan and remaining \$1.25m from Council reserves	\$1.8m	\$7,246,707.60	Contracts signed. Works commenced 8 March 2021. Ongoing issue with alleged subsoil moisture which is the subject of a formal dispute raised by the contractor. Several requests have been made of the contractor to provide quality assurance evidence, as required under the contract, which remains outstanding. Steel frame work and roof installed for store and workshop. The office framework has also been erected.
Provision of new Animal Shelter	\$347k	Local roads and Community Infrastructure Program – Rd1	\$240k	\$347k	A contractor has been engaged to erect the structure and Council staff will arrange the fit-out. Work has commenced, slab, blockwork, steelwork and roof cladding have been completed. Fit-out works have commenced. The building is expected to be completed by end of February 2022
Lachlan Shire Visitor Information Centre	\$3,288,798	Growing Local Economies Fund	\$142K	\$3,288,798	PWA engaged to provide Project Management Services. PCG established to oversee project delivery. Head Design Consultant appointed. DA has been approved. Report tabled to this meeting in relation to the tender for the

					construction of the building.
Burcher Camp Kitchen	\$30,000 LRCI plus \$15,000 Evolution Mine Grant.	Local roads and Community Infrastructure Program – Rd2	\$10k	\$45,000	A purchase order has been issued for the shed. Works have commenced.
Electronic Noticeboard	\$77,000	SCCF R4	Nil	\$77,000	An expression of interest, to obtain quotes from suitable signage contractors has been issued.
Lake Cargelligo Hall Upgrade	\$50,000	SCCF R4	\$32.5k	\$50,000	A purchase order has been issued for the Air Conditioning units. Quotes are being obtained for the remaining works.
Physie - Condobolin (Tennis Club Hall)	\$60,000	SCCF R4	\$8.5k	\$60,000	Meetings have been held with the Physie committee to determine the extent of works. Quotes are currently being obtained.
Willow Bend Sport Centre – Roof Repair	\$75,000	SCCF R4	Nil	\$75,000	A meeting has been held with the manager of the sports centre to discuss potential impacts of works. Quotes to undertake the work are being obtained.

Condobolin Works Depot Budget Update

Budget	\$7,816,707.60
Contract Value	\$7,246,707.60*
Other Works and Project Management Costs	\$570,000.00
Contingency (included in Contract Value)	\$400,000.00
Current Expenditure	\$1,802,352.95
Approved Variations	\$138,254.83

All figures include GST

** Figure includes Contingency*

Please note a saving of \$69,679.03 was achieved for the electrical substation, which has been reflected in the above approved variation figure.

FINANCIAL AND RESOURCE IMPLICATIONS

Project management and financial controls are in place to manage financial expenditure and resource allocation.

LEGAL IMPLICATIONS

Nil. All project materials and services have been procured in accordance with the requirements of the NSW Local Government Act 1993 and Council's procurement policy. Environmental Planning and Assessment Act provisions are being complied with regarding development approvals and planning controls.

RISK IMPLICATIONS

Project management and financial controls are in place to manage time and budget risks. The projects have been assessed against relevant legislative requirements to minimise Council's exposure to risk.

Risks surrounding project delivery are being managed through the use of external project managers such as Public Works Advisory and a temporary Project Management Officer has been employed to assist with the delivery of building projects.

The cost of the formal arbitration process associated with the resolution of the contractual dispute with the Works Depot construction contractor possess a financial risk to this project that cannot be quantified at this time.

STAKEHOLDER CONSULTATION

Council's fortnightly news column, Talking Tottenham and Mayoral Newsletters update the community on the major improvement works being undertaken around the Shire.

Community consultation has been undertaken in relation to the projects, either through the Community Strategic Plan, through requests for projects to receive grant funding and/or through reports to Council advising of the projects which are being put forward for progression.

OPTIONS

1. Receive and note the report

CONCLUSION

This report updates Council on the capital improvements/new work being undertaken by the Environment, Tourism and Economic Development Department.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

- 4.2 Strong effective and Responsive Council

ATTACHMENTS

Nil

RECOMMENDATION

That:

1. The Director of Environment, Tourism and Economic Development Report No. R22/29 be received and noted.

9.3 DEVELOPMENT DATA JANUARY 2022**TRIM Number: R22/38****Author: Manager- Town Planning****PURPOSE**

This report is to provide Council with information in relation to development activity occurring within the Shire during January 2022.

SUPPORTING INFORMATION

Councils Development Application Data.

BACKGROUND

During the month of January 2022 there were seven (7) applications lodged with a value totalling \$1,037,285. Three (3) approvals were issued within this time.

Development Applications and Complying Development Certificates Approved in January 2022.

Approval Number	Development Description	Location	Value	Delegated Authority/Council
DA 2021/56	Construction of Dwelling	150 Orange Street, Condobolin	\$197,500	Delegated Authority
DA 2021/69	Temporary Use of Land for Two (2) Events (Australia Day and Post Picnic Day Races)	Part Condobolin Street, Tullibigeal	\$0	Delegated Authority
DA 2021/73	Consolidation of Thirty Two (32) Lot into Two (2) Lots	10762, 10763 & 10492 Lachlan Valley Way, Condobolin	\$0	Delegated Authority
TOTAL	3		\$197,500	

Comparison to Previous Year: Applications Approved January 2021

Total **Number** of Applications **approved in January 2021**: 4

Total **Value** of Applications **approved for January 2021**: \$755,500

Development Applications and Complying Development Certificates Received in January 2022

Development Identifier	Development Description	Location	Value
DA 2021/47	Transitional Group Home Including Alterations and Additions to Existing Building	64-68 William Street, Condobolin	\$800,785
DA 2021/56	Construction of Dwelling	150 Orange Street, Condobolin	\$197,500
DA 2021/69	Temporary Use of Land for Two (2) Events (Australia Day and Post Tullibigeal Picnic Day Races)	Part Condobolin Street, Tullibigeal	\$0
DA 2021/70	Installation of Swimming Pool	234 North Forbes Road, Condobolin	\$39,000
DA 2021/71	Temporary Use of Land for Event (Post Tottenham Picnic Day Races)	Part Federation Street, Tullibigeal	\$0
DA 2021/72	Community Title Subdivision of Dual Occupancy	82 Molong Street, Condobolin	\$0
DA 2021/73	Consolidation of Thirty Two (32) Lot into Two (2) Lots	10762, 10763 & 10492 Lachlan Valley Way, Condobolin	\$0
TOTAL	7		\$1,037,285

Comparison to Previous Year: Applications Received January 2021

Total Number of Applications **received in January 2021**: 2

Total Value of Applications **received for January 2021**: \$37,500

Processing Times for Approvals

A total of forty one (41) approvals have been issued this financial year at an average of 32 days, which is within the legislative timeframe for approvals and well below the average net days taken to determine a DA across all NSW Councils.

ISSUES AND COMMENTS

No foreseeable issues.

FINANCIAL AND RESOURCE IMPLICATIONS

All fees associated with the applications referred to herein have been paid.

LEGAL IMPLICATIONS

No foreseeable issues.

RISK IMPLICATIONS

All applications have been assessed against relevant legislation to minimise Council's exposure to risk.

STAKEHOLDER CONSULTATION

Regular consultation and engagement with applicants of Development Applications and Complying Development Certificates occurs during the pre-lodgement, assessment and approval stages of each application in line with legislation and Council's planning instruments. Council also often engages with the community and adjoining owners in respect of applications.

OPTIONS

1. Receive and note the report.

CONCLUSION

Development Application and Complying Development Certificate approved data reveals a total development value of \$13,822,232 for applications approved in the 2021/2022 financial year.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

Build Civic Leadership and Pride

Community Strategic Plan - 4.2 Strong Effective Responsive Council.

ATTACHMENTS

Nil

RECOMMENDATION

That:

1. The Director Environment, Tourism and Economic Development Report No. R22/38 be received and noted.

10 INFRASTRUCTURE SERVICES

10.1 LAKE CARGELLIGO CRICKET NETS - LICENCE WITH DEPARTMENT OF EDUCATION

TRIM Number: R22/42

Author: Administration Officer

PURPOSE

This report seeks Council endorsement to enter into a licence agreement with the Secretary of the Department of Education - for the installation and ongoing community use of cricket nets at the Lake Cargelligo Central School "Complex" located on Yelkin Street.

SUPPORTING INFORMATION

Attached proposed licence agreement between the Secretary of the Department of Education and Lachlan Shire Council.

BACKGROUND

April 2020 – Notice of Motion. – Council resolved that the cricket nets proposed for construction at the Lake Cargelligo Recreation Ground be relocated to the South West corner of the Lake Cargelligo Central School recreational grounds. This was subject to an appropriate signed Memorandum of Understanding with the NSW Department of Education (DET) permitting ongoing community access.

DET have resolved the previous crown land manager issues and have now presented council with a proposed licence.

ISSUES AND COMMENTS

The proposed licence appears to be a generic licence which the Department uses for agreements with commercial sporting groups or community groups. There are a number of clauses which council may wish to request be removed.

Title of agreement - Permitted time periods for community use are 4pm – 9pm during weekdays. This condition is reasonable as the school may be conducting activities during school hours and may not wish community access during school hours. The enforcing of use during the weekend may be a matter for discussion.

Clause 32 – Upon expiry of the agreement, the improvements become the property of the Department.

Clause 33 – Council must keep the area in good repair and properly maintained in all respects.

Clause 34 – Council must make good any breakage or damage (including broken glass), regardless of the cause.

Clause 35-42 – Various requirements where Council must indemnify the Department, obtain all measures of insurance, take all risk responsibility and liability.

Schedule 1 – item3 - Market rent \$1,318.44 per annum.

Schedule 1 – item 18 – Term of licence is 10 years.

Schedule 2 – outlines special conditions. Works in Kind. Works to be carried out are in lieu of Rent.

Works must be completed within one (1) month of the commencement date of the agreement.

The Licensor may require the Licensee to Pay Rent if the works are not completed with one month.

FINANCIAL AND RESOURCE IMPLICATIONS

Cricket NSW has allocated a grant for \$24,100 for this work.

The additional standards and requirements from the Department would require additional Funding from Council to complete the project to their standard (e.g. higher quality synthetic grass and fencing). It is estimated an additional \$20,000 would need to be reallocated from the Unspent Reserves – Sports Ground Upgrade. There would be an additional ongoing maintenance cost to service these nets if they were to be constructed on this facility. If they were to be construction on existing Council land, the maintenance would be included within the activities on the existing recreation spaces.

LEGAL IMPLICATIONS

Crown Lands Management Act 2016

RISK IMPLICATIONS

Council's risk and exposure would be mitigated through the endorsement and execution of the attached licence.

STAKEHOLDER CONSULTATION

The Lake Cargelligo Central School Principal has been consulted consistently in relation to this matter and the local Cricket Clubs have been requesting updates regularly.

OPTIONS

- 1.) Council resolve to accept and sign the proposed licence agreement with the Secretary of the Department of Education and all the conditions within.
- 2.) Council decline to accept and sign the proposed licence agreement with Secretary of the Department of Education.

CONCLUSION

Council has been provided with a proposed licence agreement between the Secretary for the Department of Education and Council. This Licence agreement would permit Council to construct a Cricket Net facility for the community of the Crown Land controlled by the Department. Council can consider if the additional burdens within the licence are worthwhile, or if the facility would be better constructed at the Lake Cargelligo Ground, in place of the disused long jump pits.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 4.2 Strong effective and Responsive Council

CSP 6.4 Improve Parks, Gardens and sporting ovals.

ATTACHMENTS

1. **Crown Land Licence Agreement** [↓](#)

RECOMMENDATION

That

1. The Director Infrastructure Services Report R22/42 be received and noted
2. Council determine if the licence conditions are acceptable and whether or not to enter into the proposed licence agreement.

NSW SECRETARY OF DEPARTMENT OF EDUCATION

And

LACHLAN SHIRE COUNCIL

**LICENCE AGREEMENT FOR
OCCUPATION OF LAND FOR
GENERAL PUBLIC USE BY
MEMBERS OF THE COMMUNITY
BETWEEN 4PM TO 9PM ON
WEEKDAYS**

AGREEMENT dated **[DATE MONTH 2022]**

BETWEEN **NSW SECRETARY OF DEPARTMENT OF EDUCATION**, appointed under the *Crown Land Management Act 2016* (herein after referred to as the "CLM Act 2016"), as Crown Land Manager of Reserve **86555, PUBLIC SCHOOL PURPOSES AND 8 DECEMBER 1967** (hereinafter called the "Licensor").

AND **LACHLAN SHIRE COUNCIL** of **58-64 MOLONG STREET, CONDOBOLIN NSW 2877**

THE PARTIES AGREE AS FOLLOWS.

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

- 1.1 The Licensor warrants that it is the Crown Land Manager responsible for the care, control and management of the Premises under the CLM Act 2016.

Licence not effective without consent

- 1.2 The Licensor and the Licensee expressly acknowledge and agree that no rights or interests are conferred on either Party by the provisions of this instrument unless the Minister has granted consent under Part 3 Division 3.5 of the CLM Act 2016 to the grant of this Licence.

2 DEFINITIONS

In this Licence unless the contrary intention appears:

Access Plan means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to an Enclosed Area.

Base Annual Rent means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

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

CLM Act 2016 means the Crown Land Management Act 2016;

Commencement Date means the date referred to in Column 2 of Item 16 of Schedule 1;

Consumer Price Index Number in relation to a quarter, means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.

Due Date means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

Enclosed Area means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

Environment has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

Environmental Law means any Law relating to the protection of the Environment;

Expiry Date means the date referred to in Column 2 of Item 17 of Schedule 1;

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, 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 of a permanent nature attached to the land;

Initial Rent means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

Licence means this licence including all Schedules and Annexures hereto;

Licensee means the licensee referred to in Column 2 of Item 2, of Schedule 1;

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

Market Rent means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

Market Rent Review Date means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

Minister means the Minister administering the Crown Land Management Act 2016;

Party/Parties means the parties to this Licence;

Premises means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

Permitted Use means the use shown in Column 2 of Item 15, of Schedule 1;

Regulations means the *Crown Land Management Regulation 2018*, as amended or replaced from time to time;

Rent means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

Rent Rebate means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

Sub-Licensee means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

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

Term means the term of operation of this Licence in relation to the Premises;

Term of Agreement means the figure set out in Column 2 of Item 18, of Schedule 1;

Third Party Exclusive Areas means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

3 CONSTRUCTION

3.1 This Licence must be constructed 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 Gender

Words importing any gender include the other gender;

3.1.3 Persons

A reference to a person includes:

(a) an individual, a firm, unincorporated association, corporation and a government;

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 will be ignored in constructing this Licence;

3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs 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 Sydney time;

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 will apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

3.1.11 Statutes

A reference to a Statute, Act, 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 Licence

A reference to this Licence will include any extension or variation of this Licence;

3.1.13 Priority

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence will prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee must comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

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

3.4 Relationship of Licensor and Licensee

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

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

Any provision of this Licence 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 CONDITIONS OF LICENCE

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

6 PERMITTED USE

6.1 Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix for the Permitted Use.

6.2 Permitted Use only

The Licensee must not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

6.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

7 COMMENCEMENT OF LICENCE AND TERM

This Licence will commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 will continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee must not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor and the Minister.

9 LICENSEE TO YIELD UP

9.1 The Licensee must forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee must:

- (a) unless otherwise provided for in this Licence, remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) unless otherwise provided for in this Licence, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and

- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
 - (d) leave the Premises in a clean and tidy condition.
- 9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

10 TERMINATION OF LICENCE - S. 3.43 OF CLM ACT 2016 TO APPLY

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence will terminate under section 3.43 of the CLM Act 2016 if the reservation or dedication over that part of the Reserve that comprises the whole or part of the Premises is revoked, unless the revocation notification otherwise provides.
- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under section 3.43(2) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.
- 10.3 The Licensee expressly acknowledges that as provided by section 3.43(4) of the CLM Act 2016 no compensation will be payable in respect of the Termination of this Licence by the operation of section 3.43.

11 TERMINATION OF LICENCE ON DEFAULT

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
 - (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
 - (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
 - (d) if the Licensee 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 Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest the Licensee has under this Licence is taken in execution;

- (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.
- 11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:
- (a) notifying the Licensee that it is ending the Licence; or
 - (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
 - (c) doing both.
- 11.3 If the Licensor ends this Licence under this clause, the Licensee will not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.
- 11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainue, conversion or negligence. After storing it for at least one month, the Licensor 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.

12 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

13 HOLDING OVER BY LICENSEE

- (a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee will be entitled with the consent of the Licensor and the Minister to remain in possession of the Premises on the following terms and conditions:
 - (i) the Licensee will become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
 - (ii) the Licensee must comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee 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 Licensee ceases to be entitled to possession pursuant to this clause.

- (c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee 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 Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

14 LICENSEE'S RENT AND OUTGOINGS

14.1 Licensee to Pay Rent

The Licensee covenants with the Licensor that the Licensee must, during the whole of the Term of Agreement and any extension of it, pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee must pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

14.3 Rent and Adjusted Rent

The Licensee must pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

14.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the Base Annual Rent following adjustment under this clause;
- B represents the Base Annual Rent before adjustment under this clause;
- C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and

- D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.
- (b) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
 - (c) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
 - (d) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent in accordance with Division 6.3 of the CLM Act 2016 on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 14.5(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.
- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) will take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

14.6 Rebate for Charitable or Non Profit Organisations

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent, but the Rent must exceed the statutory minimum rental applicable to tenures under the CLM Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

15 CONTINUING OBLIGATION

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

16 NO REDUCTION IN RENT

Subject to this Licence the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

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

17 LICENSEE TO PAY RATES

- 17.1 The Licensee must when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.
- 17.2 Where the Licensor requires evidence for such payments the Licensee must produce such evidence within ten Business Days after the respective due dates for payment.
- 17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

18 LICENSEE TO PAY OTHER CHARGES

The Licensee must pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

19 LICENSEE TO PAY FOR SERVICES

The Licensee must as and when the same become due for payment pay to the Licensor 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 Licensee or consumed in or on the Premises, by the Licensee.

20 LICENSEE TO PAY COST OF WORK

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

21 COSTS PAYABLE BY LICENSEE TO LICENSOR

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee must pay in full the Licensor'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 Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (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 Licensee 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 Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

22 COSTS PAYABLE BY LICENSOR

The Licensor must pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

23 INTEREST ON OVERDUE MONEYS

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

24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Licence must be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**25.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan annexed in Premises Appendix and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor will not require further notice;
- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

25.2 Entry by the Public

The Licensee must allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

25.3 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, the Minister (unless it has been deemed to have been given under section 2.23 of the CLM Act 2016) and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

25.4 Maintenance of Premises and Enclosed Areas

The Licensee must keep the Premises clean and tidy and in good order and condition.

25.5 Licensee to erect barricades etc

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

25.6 No residence on Premises

The Licensee must not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

25.7 Licensee not to remove materials

- (a) The Licensee must 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 Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(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 Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

25.8 Licensee not to burn off

The Licensee must not carry out any burning off on the Premises except with the prior consent of the Licensor 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 clause shall be subject to such reasonable conditions as the Licensor may impose.

25.9 Rodents and Vermin

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

26 ADVERTISING

- (a) The Licensee 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 Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

27 NOTIFICATION OF ACCIDENT

The Licensee must give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

28 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee must not:

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

29 HAZARDOUS SUBSTANCES

The Licensee must not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

30 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 Licensee must not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.
- (c) The Licensee must 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 30(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

31 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

Licensor and the Licensee must as authorised by the Licensor watch or examine any excavations and the Licensee must take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

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

33 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee must to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

34 BREAKAGES

The Licensee must, immediately at the Licensee'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 Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

35 INDEMNITIES AND INSURANCE

35.1 Indemnity for use of Premises

- (a) The Licensee indemnifies and keeps indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor will or may be or becomes liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
 - (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; 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 Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor must use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

35.2 Indemnity Continues After Expiration of Licence

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

35.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, 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 Licence 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.

36 INSURANCE - PUBLIC RISK

The Licensee must 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 12, of Schedule 1 or such other amount as the Licensor 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 Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

37 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee must produce to the Licensor, 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 Licensee pursuant to this Licence.
- (c) The Licensee must not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee must obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee must 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.

38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee indemnifies and keeps indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use, occupation of and access to the site and the Licensee's operation of their business from and access to the site.

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

39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Licence, the Licensee indemnifies and keeps the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

40 NO LIABILITY FOR FAILURE OF SERVICES

The Licensor is not liable for any loss, injury or damage sustained by the Licensee 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 Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

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

42 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor. The Licensor has no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the

public whilst in or upon the Premises (but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor).

- (b) The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

43 LICENSOR'S WARRANTIES AND COVENANTS

43.1 Hazardous Chemicals

The Licensor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

44 LICENSOR'S POWERS AND FUNCTIONS

44.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent is not effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

45.1 Proportionate Liability

Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to this Licence.

45.2 Licensee to Comply with all Commonwealth and NSW State Laws

- (a) The Licensee must 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 Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee must forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor 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.

45.3 Licensee to Comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, 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 Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
 - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
 - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

45.4 Licensee's Failure to Comply with Statutory Requirements

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

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the Termination of the Licence.

46 NOTICES**46.1 Service of Notice on Licensee**

Any notice served by the Licensor on the Licensee must be in writing and is sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a) and (b).

46.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and is be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a) and (b).

46.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence is 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 Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail is deemed to be served at the expiration of 2 Business Days after the date of posting.

47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee 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 notification, 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 Licence.

- (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 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

48 NO MORATORIUM

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

49 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence 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 Licence contained or implied. None of the provisions of this Licence 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.

50 NO MERGER

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

51 COUNTERPARTS

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

52 CONTACT PERSON

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13 and 14, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

53 APPLICABLE LAW

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

54 NO HOLDING OUT

- (a) The Licensee must 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 Licensor.
- (b) The Licensee must not act as or represent itself to be the servant or agent of the Licensor.

55 WHOLE AGREEMENT

- (a) The provisions contained in this Licence 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 Licence 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 Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negatived.

56 SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensor	NSW Secretary For Department of Educaton
2	2	Licensee	Lachlan Shire Council
3	2	Market Rent	\$1,318.44 per annum including GST
4	2	Rent Rebate	\$318.44 including GST
5	2	Initial Rent	\$1,000 per annum including GST
6	2	Due Date	17 January 2022 and each anniversary of this date in each year of the Term of Agreement and any holding over period. Day usage fees are to be paid quarterly.
7	14.4	Annual Rental Adjustment	12 months from commencement and annually there after
8	14.5	Market Rent Review Date	3 years from Commencement Date of Licence and every 3 years thereafter
9	24	Address for Payment of Rent	Level 8, 259 George Street Sydney NSW 2000
10	46.1	Licensee's address for Service of Notices	Lachlan Shire Council 58-64 Molong Street, Condobolin NSW 2877 Attention: Director Phone: (02) 6895 1972/0428 431 035 Email: Adrian.Milne@lachlan.nsw.gov.au
11	46.2	Licensor's address for Service of Notices	Asset Activations Directorate Schools Infastructure NSW Level 8, 259 George Street Sydney NSW 2000 Attention: Manager, Asset Activations (Property) Phone: 0460 021 832 Email: lucy.liang6@det.nsw.edu.au
12	36	Public Risk Insurance amount	\$20 Million

13	52	Licensor's Person	Contact	Manager, Asset Activations (Property) Asset Activations Directorate Schools Infrastructure NSW
14	52	Licensee's Person	Contact	Director Lachlan Shire Council
15	6	Permitted Use		General public use by members of the community between 4pm to 9pm on weekdays
16	7	Commencement Date		17 January 2022
17	7	Expiry Date		16 January 2032
18	2	Term of Agreement		Ten (10) years
19	5	Essential Conditions of Licence		Clauses 1.1, 1.2, 6.2, 6.3, 8, 14, 33, 35, 36, 37, 38,39, 41, 42, 45.2, 45.3, 45.4
20	25.2	Entry by the public		Entry via Yelkin Street

End of Schedule 1

Schedule 2 Special Conditions**Licensee Works**

- (a) The Licensee may conduct, at its sole cost, installation of Equipment necessary to enable the Licensee to conduct its Permitted Use.
- (b) In doing any installations, the Licensee must at its cost:
 - (i) comply with all laws and requirements of competent authorities including all requirements of any development approvals;
 - (ii) complete works:
 - (A) in proper and workmanlike manner;
 - (B) In accordance with Licensor's approvals;
 - (C) in accordance with Licensor's reasonable requirements and directions;
 - (iii) not cause any interference with the conduct of the School; and
 - (iv) not leave any rubbish or building material on the Premises.
- (c) Upon expiry of the Licence all Equipment installed by the Licensee under this clause become the property of the Licensor.
- (d) The Licensee acknowledges and agrees that, although the Licensor will have ownership of the Equipment, the Licensee is to contribute to the insurance, repair and maintenance of the Equipment during the Term. The amount of contribution will be agreed between the parties acting reasonably.
- (e) For the purposes of this Special Condition:
 - (i) **Equipment** means cricket nets
 - (ii) **School** means Lake Cargelligo School

Works in Kind

The parties acknowledge and agree that the Licensor has accepted works in kind to be carried out by the Licensee, within one (1) month of the Commencement Date in lieu of Rent under this Licence, and in this respect the Licensee agrees to carry out and complete the works referred to in Schedule 2 clause 1 within this timeframe.

For the avoidance of doubt, the Licensor may require the Licensee to pay Rent in accordance with this Licence if the works referred to in Schedule 2 clause 1 are not completed within one (1) month of the Commencement Date.

Dated this **[INSERT DATE]** day of **[INSERT MONTH]**, **[INSERT YEAR]**

THE COMMON SEAL of **[INSERT name of Licensee]** was affixed in the presence of:

EXECUTED on behalf of NSW Secretary of Department of Education

Signature

Signature of Delegate

Print Name

Print Name

Office Held

Office Held

SIGNED BY THE LICENSEE in the presence of

Witness

Signature of Witness

Print Name

Print Name

Address of Witness

Ministerial Consent*

I consent to the grant of this licence under section 3.26 of the *Crown Land Management Act 2016*.

Dated this [INSERT DATE] day of [INSERT MONTH] [INSERT YEAR]

SIGNED byunder delegation

Print Name

Print Position of Delegate

****Notes on Minister’s Consent to a licence (other than a temporary licence) (delete notes prior to printing)***

- A. The Minister’s consent is only required for licences:
 - to be granted by a category 2 non-council manager, not being short-term licences granted under section 2.20 of the CLM Act, and
 - to be granted by a category 1 non-council manager where the term is greater than 10 years (including any option for the grant of a further term). However the Minister must be given written notice of any licence for a term of more than one year within 14 days of the licence being granted under s 3.26(3) of the CLM Act 2016.
- B. Before consenting to a licence by a Crown Land Manager, the delegated departmental officer should consider whether the proposed licence:
 - conforms with the Crown Lands template as appropriate in the circumstances
 - purpose is compatible with the reserve purpose
 - complies with any requirements set out in the Community Engagement Strategy
 - is in the public interest
 - is compatible with the plan of management (if applicable)
 - is for an appropriate term
 - was or is proposed to be selected by public competition or, if not, the circumstances relating to the selection of the proposed licensee
 - proposed rent determined in accordance with the CLM Act 2016
 - contains provisions for the periodic updating or review of the rent
 - has no native title impacts
 - has no Aboriginal Land Claim impacts

- contains clauses relating to:
 - the termination of the licence in the event of a revocation of the reserve
 - the indemnification of the Crown Land Manager, the Crown and the NSW Government against claims for compensation
 - appropriate insurance provisions.

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE NSW SECRETARY OF DEPARTMENT OF EDUCATION AND LACHLAN SHIRE COUNCIL. IN ACCORDANCE WITH THE PROVISIONS OF CLM ACT 2016 FOR THE PERMITTED USE OF [INSERT PERMITTED USE], THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

Description of Licence Premises:

Reserve Number	Part – 86555
Parish	<i>Gurangully</i>
County	<i>Dowling</i>
Locality	<i>[insert]</i>
Lot in Deposited Plan	Part - Lot 212 – DP 820502
Area of licence	<i>1,365sqm</i>
Commencement Date	<i>17 January 2022</i>
Expiry Date	<i>16 January 2032</i>
Initial Rent	\$1,000 inclusive of GST
Plan	Plan attached and marked as “A”
Description of any structures	Watering system, toilet block and shed, basketball courts and netball courts.
Third Party Exclusive Area	N/A
Enclosed Area <i>(where land is, or is intended to be fenced)</i>	Intention to fence the boundary of Premises

Access Plan as Annexure "A"





10.2 FY21/22 ROADWORKS MONTHLY REPORT UPDATE FOR JANUARY**TRIM Number: R22/43****Author: Manager - Roads****PURPOSE**

The purpose of this report is to provide a summary of road works undertaken by infrastructure Services which were completed in January, works in progress in the month of February and works scheduled for the month of March 2022. The execution and completion of works varies depending on resource availability, weather conditions, work priorities and unforeseen circumstances.

SUPPORTING INFORMATION

Nil

BACKGROUND

Heavy rain has caused significant damage to the road network in the southern portion of the shire, particularly in the Tullibigeal area. Some roads became impassable as a result of this damage and surface water runoff is still affecting some roads. The water level in Banar Swamp has resulted in RR 7513 Lake Cargelligo Road having water across the road in three locations over a 2 km length. Although the water level has now dropped water is still to the edge lines in some locations. SR1145 Burcher Road, SR90 Grassmere Road, SR 94 Diggers Road, SR102 Clargo Road, SR 108 Fosters Lane, SR124 Crown Camp Road, SR144 and SR 1032 Sims Road have all had access severely impacted or severed entirely due to storm damage.

SR 1145 Burcher Road is still closed at Lake Cowal due to water levels in the lake and is likely to remain closed for several months.

ISSUES AND COMMENTS

MR 57N The Bogan Way – Tullamore to Albert. Work is continuing to widen the road shoulders in preparation for sealing to an 8 metre seal width. The next 5 km is ready for sealing and is programmed for late February.

Work is recommencing on other construction projects – SR 120 Merriboogie Road, Maitland St/Boona Road intersection culverts and Visitor Information Centre carparks during February. Private works will also commence on SR 124 Crown Camp Road heavy maintenance grading and gravel re-sheeting during February. In conjunction with this work the first 500 metres of seal on this road will be heavy patched and resealed.

Road Maintenance

During January the majority of work has centred on response/repairs to flood and storm damage as a result of weather events from November to January. To date expenditure on this event is in excess of \$300k with many significant repairs still required on a large part of the road network.

Routine road maintenance for the remainder of the financial year will continue to be reduced, due to relatively high expenditure levels (see graphs in Financial Section of this report). Staff will be allocated to capital works and flood damage response as much as practical.

Works undertaken in January

- **Heavy patching, re-sheeting and grade water and roll undertaken on the following unsealed roads.**
 - Main Roads
 - MR 7514 Nyngan Road – gwr and flood damage repairs.
 - Shire Roads
 - SR 230 Lachlan Valley Way – gwr, flood damage repairs.
 - SR 1169 Bobadah Road – gwr, flood damage repairs.
 - SR 1347 Albert Road – flood damage repairs – gravel resheeting.

1.

- **Road and culvert reconstruction and sealing undertaken on the following roads**
 - Main Roads
 - MR 57NN The Bogan Way - FCR/Block grant - stage 2 of widening between Tullamore and Albert - shoulder widening recommenced.
 - Shire Roads and Town Streets
 - Nil

2.

- **Maintenance grading/sucker removal/storm damage repairs undertaken on the following roads**
 - Main Roads
 - nil
 - Shire Roads
 - SR 1 Wonga Road
 - SR 5 Lansdale Road
 - SR 18 Hillside Road
 - SR 46 Carawatha Road
 - SR 47 Mineral Hill Road – culvert repairs
 - SR 90 Grassmere Road – flood damage repairs
 - SR 91 Marsden Road – flood damage repairs
 - SR 190 Wigladale Road – flood damage repairs
 - SR 193 River Road – flood damage repairs
 - SR 262 Bush Home Road
 - SR 408 Brewer Lane – flood damage repairs
 - SR 1006 Brotherony Road – flood damage repairs
 - SR 1139 Weja Road – flood damage repairs
- **Shoulder grading/slashing/vegetation control and patching undertaken on the following sealed roads**
 - Main Roads
 - MR 57S The Gipps Way – flood damage repairs

- MR 57N Fifield Road – pothole patching
- MR 57NN The Bogan Way – slashing
- MR 231 Wyalong Road – pothole patching
- MR 371 Rankin Springs Road – flood damage repairs
- MR 423 Lachlan Valley Way (Lake to Euabalong) – slashing
- MR 501 Lachlan Valley Way (Lake to Hillston) – flood damage repairs
- RR 7513 Lake Cargelligo Road – slashing and flood damage response
- Shire Roads
 - SR 3 Tabratong Crossing Road – pothole patching
 - SR 10 Meadowview Road – slashing

Works in progress February 2022

- **Heavy patching, re-sheeting and grade water and roll in progress on the following unsealed roads**
 - Main Roads
 - MR 461 Henry Parkes Way – gwr.
 - Shire Roads
 - SR 124 Crown Camp Road – APA Group 3.5km gravel re-sheeting and gwr.
- **Road and culvert reconstruction and sealing in progress on the following roads**
 - Main Roads
 - MR 57NN The Bogan Way – FCR/Block grant – stage 2 of widening between Tullamore and Albert - shoulder widening continuing.
 - Shire Roads
 - SR 120 Merribogie Road – FCR/RTR reconstruction and widening 7 km – work recommencing when weather permits.
 - Town Streets
 - Maitland St/Boona Road intersection – culvert replacement.
- **Road reseals/sealing**
 - Main Roads
 - MR 57N The Bogan Way – 5km shoulder sealing and reseal.
 - MR 57S Fifield Road – 3km reseal in 4 sections.
 - Shire Roads
 - SR 124 Crown Camp Road – 0.5km reseal.

- **Maintenance grading/sucker removal/storm damage repairs in progress on the following roads**
 - Main Roads
 - nil
 - Shire Roads
 - SR 10 Meadowview Road – flood damage repairs
 - SR 85 North Forbes Road – flood damage repairs
 - SR 91 Marsden Road – flood damage repairs
 - SR 144 Burgooney Road – flood damage repairs
 - SR 194 North Uabba Road – flood damage repairs
 - SR 230 Lachlan Valley Way
 - SR 1032 Sims Road – flood damage repairs

- **Shoulder grading/slashing/vegetation control and patching in progress on the following sealed roads**
 - All Roads
 - Nil

Works planned for March 2022

- **Heavy patching, re-sheeting and grade water and roll to be undertaken on the following unsealed roads**
 - Main Roads
 - nil
 - Shire Roads
 - SR 124 Crown Camp Road – APA Group 3.5km gravel re-sheeting and gwr.

- **Road resealing/sealing**
 - Main Roads
 - MR 57N The Bogan Way – 15km shoulder sealing and reseal
 - Shire Roads
 - SR 74 Derriwong Road – 2.8 km reseal

- **Road and culvert reconstruction and sealing to be undertaken on the following roads**

- Main Roads
 - MR 57NN The Bogan Way - FCR/Block grant - stage 2 of widening between Tullamore and Albert - shoulder widening recommencing.
 - MR 57S Lachlan Valley Way/The Gipps Way – side track and set down areas for Smyth’s and Murie culvert upgrades.
 - MR 57S The Gipps Way – FCR/Block grant – Nerathong bridge replacement.
 - MR 461 Henry Parkes Way/Maitland St and Silo Roads – HVSP/Block grant widening.
- Shire Roads
 - SR 120 Merrihogie Road - FCR/RTR reconstruction and widening 7 km – work recommencing when weather permits.
 - SR 124 Crown Camp Road – Heavy patching and reseal 0.5 km.
 - SR 230 Lachlan Valley Way – FLR/RTR seal extension 10 km.
- Town Streets
 - Visitor information centre – vehicle parking construction.
 - Busby St/Harding Ave, Condobolin – FLR reconstruction.
 - Condobolin School Precinct – FLR/RTR safety improvements.
- **Maintenance grading/sucker removal/storm damage repairs undertaken on the following roads**
 - All Roads
 - As urgent issues require and as budget is available.
- **Shoulder grading/slashing/vegetation control and patching undertaken on the following sealed roads**
 - All Roads
 - As urgent issues require and as budget is available

FINANCIAL AND RESOURCE IMPLICATIONS

CONSTRUCTION PROJECTS					
Regional Roads					
Project	Budget	Funding source	Expend to date	Forecast Expend	Comments

Regional Roads, reseals	\$447k	TfNSW Block Grant	\$301k	\$447k	6 of 10 segments on Fifield Road completed.
Regional Roads, heavy patching	\$50k	TfNSW Block Grant	\$127k	\$127k	Patches completed on Fifield Road and The Bogan Way, north of Tottenham
MR 461 William St / MR 57S Lachlan St intersection reconstruction	\$260k	TfNSW Block Grant \$150k, RTR \$110k	\$14k	\$260k	Programmed for Q3 FY21/22. Additional funds will need to be budgeted in FY22/23.
MR 371 Foster St, Lake Cargelligo, Lake St to Lorne St reconstruction	\$1.635m	TfNSW Block Grant \$900k, RTR \$620k, FAG \$200k	\$12k	\$1.635m	Tender is advertised Program is pending tender outcome. Advice of receipt of additional external funding will result in a review of project funding sources.
MR 57N The Bogan Way, widening 28 km	\$2.985m	FCR \$2.686m, TfNSW Block Grant \$299k	\$965k in FY20/21, \$198k in FY21/22	\$2.985m	Widening project work recommenced in November 2021.
MR 57S The Gipps Way, Nerathong Bridge replacement	\$2.808m	FCR \$2.387m, TfNSW Block Grant \$421k	\$89k in FY20/21, \$96k in FY21/22	\$2.808m	Contract documents being finalised
MR 57S, MR 377, Condobolin Freight Betterment and Visitor Centre road works	\$1.203m FY20/21, \$8.196m FY21/22	Funding for FY21/22: Regional NSW funding \$5,971k, TfNSW Block grant \$1,553k, TfNSW Repair \$400k, RTR \$272k	\$1.235m pre 1 July 2021. \$428k in FY21/22	\$9.399m	Visitor information centre parking areas construction will continue when areas dries. Contract documents for Smyth's and Murie culverts and Kerb and Gutter being finalised
MR 461 Henry Parkes Way intersection upgrades, MR 7521 Kiacatoo Road and SR 340 Silos Road	\$516k	HVSP \$258k, TfNSW Block Grant \$208k, Graincorp \$50k	\$102k	\$516k	Intersection construction work will commence when staff resources are available.

CONSTRUCTION PROJECTS

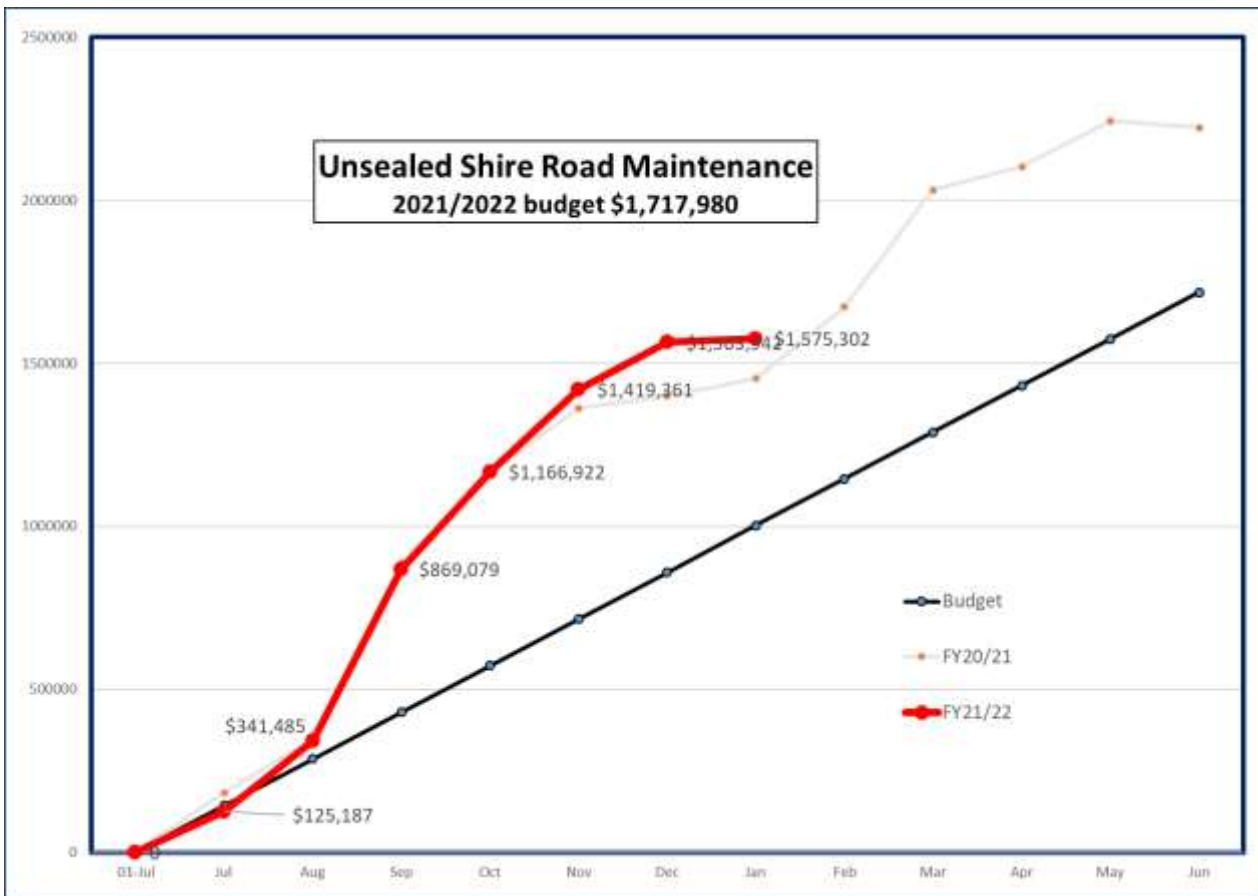
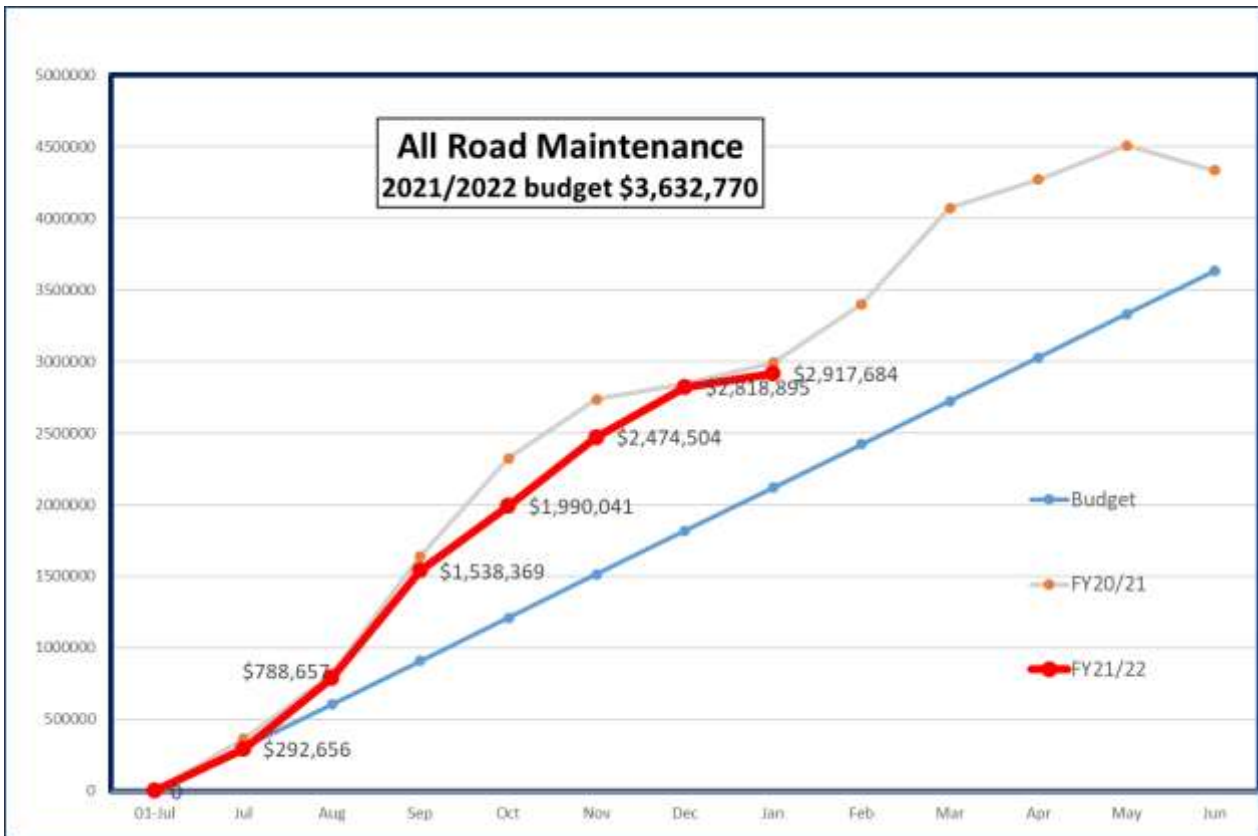
Local Roads

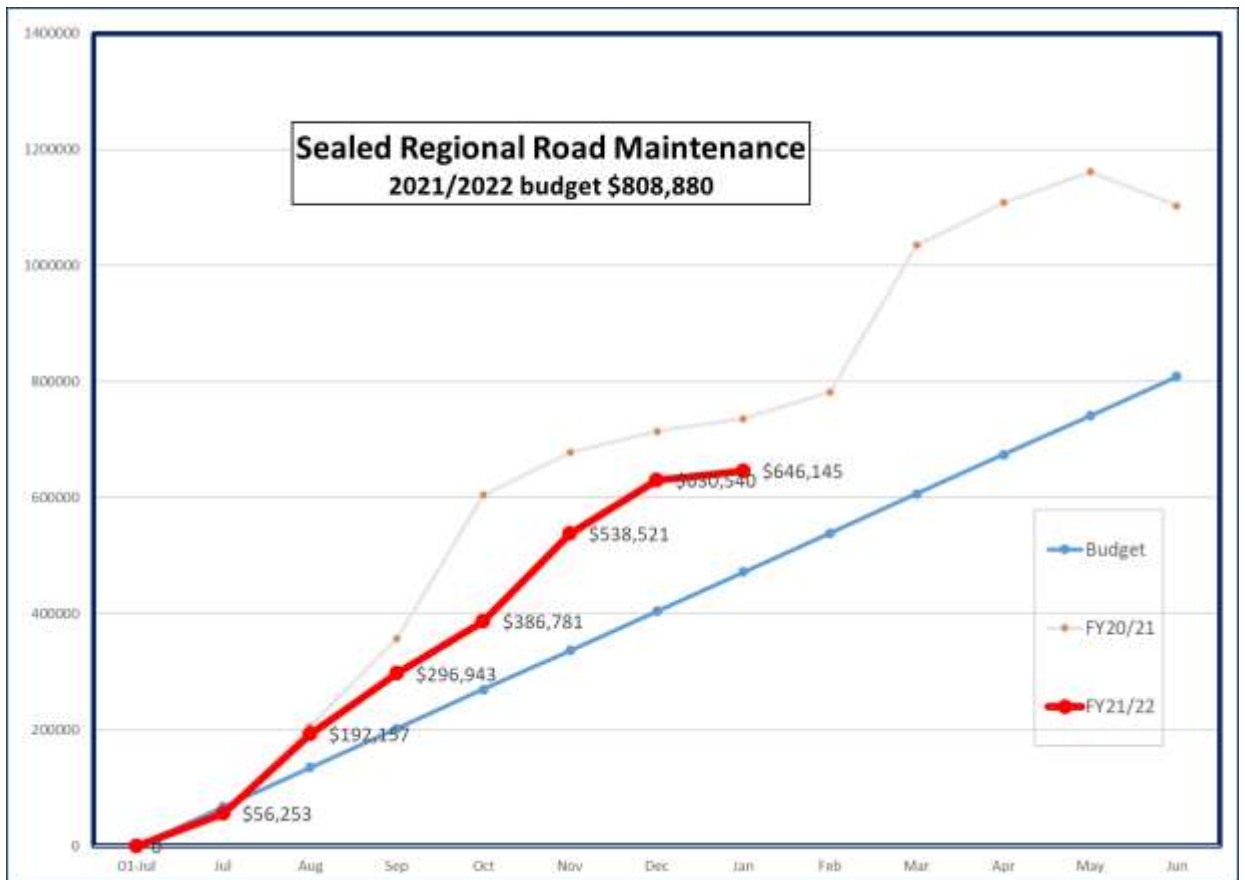
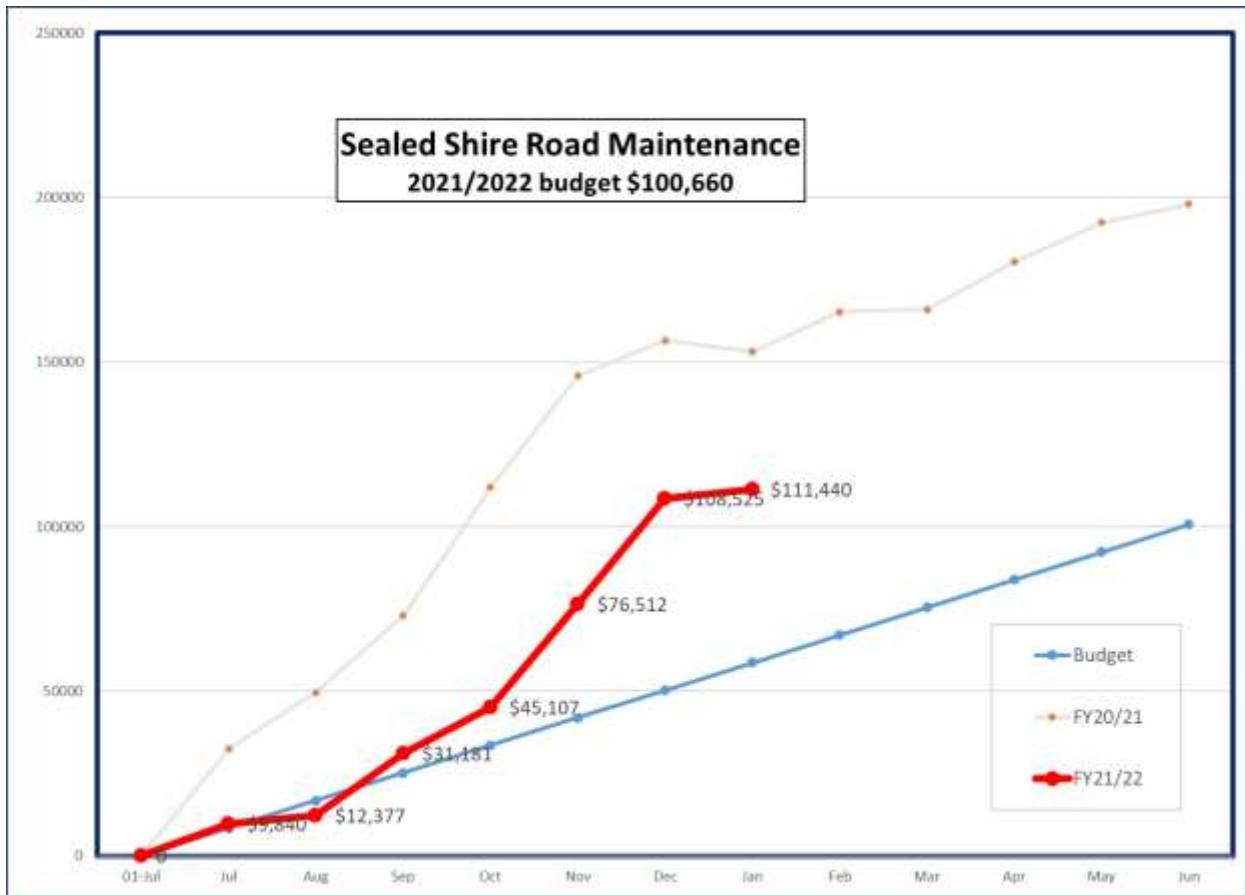
Project	Budget	Funding source	Expend to date	Forecast Expend	Comments
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Local Roads reseals/ heavy patching	\$280k	FAG Roads \$280k	\$43k	\$280k	600 m heavy patch completed on SR 3 Tabratong Crossing Road
Local Roads Gravel re-sheets SR 106 Fitzgerald Road SR 124 Crown Camp Road Total	\$200k	Special Rate Variation \$200k	\$14k \$223k \$237k	\$237k	Complete Complete Over expenditure to be funded from the FAG grant
Grace Street, Lake Cargelligo, reconstruction and widen	\$600k	RTR	\$581k	\$600k	Vehicle crossing work to be completed
SR 1029 Tullibigeal Road, extend seal 17km - stage 1	\$2.186m	FRC \$913.5k, RTR \$1,272.5k	\$1,897k pre July 2021, \$207k in FY21/22, Total \$2.104m	\$2.104m	Complete
SR 1029 Tullibigeal Road, extend seal 9km - stage 2	\$1.887m	FRC \$955k, RTR \$992k	\$1,022k pre July 2021, \$925k in FY21/22, Total \$1.947m	\$1.947m	
Maitland Street HV upgrade	\$1.422m	FRC \$765k, RTR \$657k	\$1,020k pre July 2021, \$189k in FY21/22, Total \$1.209m	\$1.422m	Boona Road intersection culverts to be replaced in February
SR 120 Merribogie Road widen and reseal	\$1.4m	Fixing Local Roads	\$534k	\$1.4m	Preparation for sealing on next 1 km in progress
SR 230 Lachlan Valley Way, 10 km seal extension	\$1.3m FY21/22, \$700k FY22/23	Fixing Local Roads \$1.9m, RTR \$100k	\$0k	\$1.3m	Project planned to commence in March 2022
Busby St/Harding Ave reconstruction	\$800k	Fixing Local Roads	\$5k	\$800k	Contract documents for Kerb and Gutter contract being finalised.
Condobolin School Precinct	\$1.68m	Fixing Local Roads \$1,360k, RTR \$50k, FAG Roads \$270k	\$4k	\$1.68m	Contract documents for Kerb and Gutter contract being finalised.
Officers Parade upgrade	\$1.0m	Fixing Local Roads \$600k, RTR \$400k	\$91k	\$1.0m	Contract documents for Kerb and Gutter contract being finalised.

FUNDING SOURCES					
Funding Source	Amount	Contribution	% spent	Used by	Comments
Roads to Recovery	\$2.637k	100% Federal grant	41.20%	30-Jun	Year 3 of five program. Unspent allocation will be carried over for FY22/23
TfNSW Block and Supplementary Grants	\$3.132m	100% TfNSW	33.40%	30-Jun	TfNSW final revised Schedule for Grant reduced amount by \$2k
TfNSW Traffic Facilities	\$147k	100% TfNSW	80.00%	30-Jun	TfNSW final revised Schedule for Grant reduced amount by \$1k
TfNSW repair	\$400k	100% TfNSW	0%	31-May	TfNSW funding confirmed for Lachlan Valley Way/Gipps Way intersection realignment
FAG Roads	\$2.7m	100% Federal grant	63.90%		To reserve if not used by 30 June.

Maintenance Graphs





LEGAL IMPLICATIONS

Roads Act 1993 and Roads Regulations 2008

RISK IMPLICATIONS

Wet weather continues to be the major risk factor for the road network. Similar to last financial year the ongoing wet conditions have resulted in additional maintenance costs which is putting budgets under severe pressure.

STAKEHOLDER CONSULTATION

Roads to Recovery grant program officers, TfNSW Parkes Regional Office, Restart NSW program officers. Media Releases and council news columns will continue to update the community on works that are likely to cause significant traffic impacts. Targeted stakeholder updates will be completed for large urban improvement projects.

OPTIONS

Continue to plan and implement the roads program as staff and contractors are available and as weather conditions permit.

CONCLUSION

Work priority for the next few months will be capital projects and flood damage restoration work. Particular attention will be given to school bus routes where there is flood damage.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP No. 3.1 Efficient transport networks that meet community and business needs.

Transport Asset Management Plan

ATTACHMENTS

Nil

RECOMMENDATION

That

1. The Director of Infrastructure Service Report No. R22/43 be received and noted.

10.3 FY2122 UTILITIES MONTHLY UPDATE FOR JANUARY

TRIM Number: R22/44

Author: Manager - Utilities

PURPOSE

To provide a summary of the existing and future works and projects associated with the provision of water and sewerage services across Lachlan Shire. Items listed are works undertaken for January, in progress for the month of February and forecast for the month of March 2022.

SUPPORTING INFORMATION

Nil

BACKGROUND

Lachlan Shire Council is responsible for a suite of capital and operational works associated with the provision of water and sewerage services. This report provides status updates on projects and programmes of significance and interest to Council and stakeholders.

ISSUES AND COMMENTS

Condobolin

3. Project	4. Progress
5. RNSW 1879 Condobolin Water Supply Upgrade Scoping Study 6. RNSW 1880 Condobolin Sewerage Scheme Scoping Study	<ul style="list-style-type: none"> • DPIE Water (now DPE) has verbally responded to the draft Interim WTP Upgrade Options report. This advice will also be formalised in the written report and it is hoped to be received by the end of February 2022. • A Memorandum of Understanding (MOU) for the Collaborative Delivery of the Safe and Secure Water Program (SSWP) Projects between Water Infrastructure NSW and Council (signed by the General Manager) has been accepted. This collaboration program will provide assistance to develop and potentially deliver of both <ul style="list-style-type: none"> ○ SSWP401 Condobolin Water Treatment Works and ○ SSWP402 Condobolin Sewage Treatment Works. 7. Please see attached MOU.
8. RNSW 755 Condobolin Bore Fields II	<ul style="list-style-type: none"> • The bore headworks and transfer pump station designs are progressing and mostly complete. The final design is undergoing internal review in PWA. This project cannot proceed to Tender until the land owner concerns have been resolved. • The electrical design is also in a similar position. Comments from Council on the 50% design have been incorporated and the final draft is currently being reviewed by PWA. • The Power supply design is progressing. However, this cannot be finalised or submitted to Essential Energy until the easement has been confirmed with the adjacent land owner.
9. DWS072 Condobolin Drought Water Security Project	<ul style="list-style-type: none"> • Leed Engineering has confirmed that the pipeline construction works are planned to resume on Tuesday 22 February. • A project start-up meeting for Contract 4 – Underbore is scheduled for 14 February.
10. Condobolin Depot Standpipe upgrade	<ul style="list-style-type: none"> • The new 100mm service connection has been laid and the new concrete slab has been constructed.

	<ul style="list-style-type: none"> The new overhead standpipe is planned to be installed shortly. Once this is completed, the final electrical connection can be finished and the new water filling station will be operational.
11. Water Main Replacement – Turner St (High Street to Innes Street)	<ul style="list-style-type: none"> The final tie-in connection in the Innes St and Turner St intersection was successfully completed on 1 and 2 February 2022. Council utilities staff are now relocating the services from the old main to the newly laid water main. Road restoration works will commence once these final connections are completed.

Lake Cargelligo

Project	Progress
Lake Cargelligo STP – Screen Extractor	<ul style="list-style-type: none"> This project has been awarded to the same company that installed the screen extractor at the Condobolin STP. The solution that will be installed will be similar to that at the Condobolin STP, but the screen will be located above the ground due to different arrangement in the inlet works. The proposed design installation is currently being reviewed by staff.
Tullibigeal Rural Pipeline – Pressure Monitoring Instruments	<ul style="list-style-type: none"> Pressure monitoring instruments are currently being installed along Tullibigeal rural pipeline. These instruments will assist staff to detect and locate pipe leakage through the various sections of pipeline that run through private properties and farms.

Tottenham

Project	Progress
RNSW 841 Tottenham Water Supply	<ul style="list-style-type: none"> Awaiting decision from INSW on the project scope change request that was submitted in mid-November 2021.
Tottenham WTP Upgrade	<ul style="list-style-type: none"> Installation of the upgrade chlorine dosing works completed and commissioned prior to Christmas have resulted in improved operations and efficiencies at the Tottenham Water Treatment Plant. Staff continue to work with MBS Water Pty Ltd to prioritise the next upgrades based on criticality, the Asset Management Plan and available budget within the Long Term Financial Plan. Items being considered include: <ul style="list-style-type: none"> Replace chemical storage and dosing Replace/upgrade instrumentations & connect to SCADA Replace pressure filters Replace clear water tanks
Tottenham Reservoir Remediation	<ul style="list-style-type: none"> A purchase order has been raised for the planned remediation works for the leaking reservoir. This works should be undertaken during June. Once the reservoir is sealed, the mural project can commence.

Shire Wide

Project	Progress
RNSW 842 Sewage Effluent Reuse Management System (Lake Cargelligo, Condobolin & Tottenham)	<ul style="list-style-type: none"> • The sub-committee agreed to build an effluent irrigation system at Tottenham Racecourse to become the primary source of effluent disposal for Tottenham STP. A storage reservoir (dam) will also be built to accommodate effluent prior to its use for irrigation. • The decision to build the higher standard treatment system will be deferred for at least 12 months while the community consultation process is undertaken. It is hoped that from this process a decision is made as to whether the local community is willing to be charged increased rates for the higher standard of treatment. If the community are willing to pay for this then the higher standard treatment system will be built. • Depending on the outcome of the community consultation, any remaining funds may then be directed towards effluent recycling measures at Lake Cargelligo and Condobolin STP's. • Based on the above findings, a scope change request and extension of time has been drafted and will be submitted to INSW for consideration.
Integrated Water Cycle Management (IWCM) Strategy	<ul style="list-style-type: none"> • The draft IWCM Issues Paper is currently being developed. Discussions and confirmations on various issues are underway between PWA and council staff. It is aimed to have the first draft of the IWCM Issues Paper by the end of April or early May 2022.

FINANCIAL AND RESOURCE IMPLICATIONS

All projects are listed as per the Delivery and Operational Plan 2021/22.

LEGAL IMPLICATIONS

In the Condobolin, Lake Cargelligo, Tottenham and Albert water supply schemes, sufficient high quality drinking water, which meets the standards prescribed in the Australian Drinking Water Guidelines (ADWG), is being supplied to the community. The day to day operation of Council's water supply system is governed by DPIE Water and the backwash discharge from the water treatment plant is administered by the EPA.

Non-potable water continues to be supplied to Tullibigeal, Fifield and Burcher.

Lachlan Shire Council is providing sewerage services to communities across the shire. The day to day operation of the sewerage services is governed by DPIE Water and the effluent discharge from the sewerage treatment plant is administered by the EPA. There are significant risks should Council fail to achieve satisfactory outcomes in the following areas:

- Water quality
- Water quantity
- Effluent discharge quality
- Workplace Health & Safety
- Environmental Impacts

Council has systems in place to mitigate all risks in the form of trained personnel, documented work systems and routine audits and reports to various NSW Government Departments. Water and effluent quality are checked regularly to identify any deviation from the current guidelines and standards.

RISK IMPLICATIONS

Risk associated with the engagement of PWA is addressed by the formation of a project steering committee with INSW, DPIE Water, PWA and Council staff representation.

Council senior staff regularly attend NSW Government agency meetings to keep updated on issues affecting water supply to the Lower Lachlan River System. This includes the River Operations Stakeholder Consultation Committee (Rocco), Lachlan Airspace Reference Panel, NSW Govt Critical Water Advisory Panel (CWAP) and Central West Joint Organisation Water Utilities Alliance (CWUA).

STAKEHOLDER CONSULTATION

DPIE Water, Infrastructure NSW, NSW Public Works Advisory, the EPA, NSW Public Health Unit representatives and relevant Council staff have been consulted in relation to capital works & operational projects and compliance issues. Residents impacted by planned temporary disruption of services are provided reasonable notice where possible using a combination of letter box drops, public notices and media releases.

OPTIONS

1. Council continue to implement the water and sewer capital, operational and maintenance programs as resources permit, i.e. as funds, staff and contractors are available.
2. Council amend the water and sewer capital, operational and maintenance program.

CONCLUSION

This report is provided to update Council on activities in the Utilities section in January, underway for February and planned for March 2022.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 7.1 Water, sewer and energy utilities meet best practice standards with up to date technology.

CSP 7.2 Water Security for All Towns and Villages.

ATTACHMENTS

1. **MOU Collaboration Program - SSWP Projects** [↓](#)

RECOMMENDATION

That

1. The Director Infrastructure Services Report No. R22/44 be received and noted.



Planning,
Industry &
Environment

Memorandum of Understanding

**Safe and Secure Water Program
Opt-In Collaborative Delivery**

between

Water Infrastructure NSW

and

Lachlan Shire Council

Schedule 1 - Agreement Details

Department	Name	The Crown in right of the State of New South Wales acting through the Department of Planning, Industry and Environment (ABN 20 770 707 468)
	Division	Water Infrastructure NSW
	Address	4 Parramatta Square, 12 Darcy St Parramatta, NSW 2150
Council	Name	Lachlan Shire Council
	Address	58 - 64 Molong Street, Condobolin, NSW, 2877.
	ABN	82 815 250 829.
Project title	Safe and Secure Water Program Opt-In collaborative delivery	
Department's Representative	Name	Lisa Hingerty - Director Grants Management
	Contact Details	(m) 0487 057 629
Council's Representative	Name	Greg Tory - General Manager
	Contact Details	(m) 0427 073 770
Commencement Date	14th February 2022	
Term	This MOU will commence on the Commencement Date. This MOU will end once the parties have completed their obligations under the MOU to the other party's satisfaction, unless terminated earlier.	
The role of the Project Working Group	Subject to its terms of reference, the role of the Project working Group is to provide a forum for project development, discussion, information sharing, and decision making in relation to the Collaboration Program and creation of the Delivery Partner Deed, together with other matters relevant to each committee.	
Project Working Group frequency of meetings	Monthly or as agreed in writing between the parties.	

Memorandum of Understanding

1. Interpretation and Definitions

1.1 Interpretation

Unless the context requires otherwise, in this Memorandum of Understanding (**MOU**):

- (a) where any time limit pursuant to this MOU falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (b) specific examples do not limit the meaning of general words introduced by "including" or "for example" or similar expressions;
- (c) references to persons include bodies corporate, government agencies and vice versa;
- (d) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (e) headings are for convenience only and do not affect the construction of this MOU;
- (f) where an expression is defined, any other grammatical form of that expression has a corresponding meaning; and
- (g) each provision will be interpreted without disadvantage to the party who (or whose representative) drafted or proposed the provision.

1.2 Definitions

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Collaboration Program means the procurement strategy and commercial model pilot program detailed in **Annexure A**.

Commencement Date means the date specified in **Schedule 1**.

Delivery Partner Deed means the deed which WINSW intends to create, as detailed in **Annexure A**.

Local Water Utility or **LWU** means the water utility in the municipal district under the local government of the Council.

Project Working Group means the project level governance for the Collaboration Program.

SSWP means the Safe and Secure Water Program created by the New South Wales Government.

SSWP Projects means those SSWP projects listed in **Annexure B**.

Water Infrastructure NSW or **WINSW** means the water infrastructure delivery body, which is a division of the Department of Planning, Industry and Environment.

2. Purpose of this MOU

- 2.1 The purpose of this MOU is as detailed in **Annexure A**.

- 2.2 In carrying out their obligations under this MOU, each party agrees to collaborate, cooperate and share information in a timely and effective manner on a “best for project” basis and act in good faith.

3. Nature of this MOU

- 3.1 The parties intend that this MOU is a non-binding arrangement which does not give rise to any legal or contractual relationship between the parties, nor create any legal obligations on either party except in relation to clause 4 (Confidentiality).

4. Confidentiality

- 4.1 This MOU, the course of negotiations leading to its execution and any information relating to the MOU (**Confidential Information**), is confidential.
- 4.2 Confidential Information must not be disclosed (or be permitted to be disclosed) by either party, unless the disclosure or information:
- (a) is already lawfully in the public domain;
 - (b) is required by any law to be communicated to a person who is authorised by any law to receive it;
 - (c) is required to be disclosed to any councillor and council, government minister, parliament, government agency, to comply with regulations, reporting or accountability obligations or any law;
 - (d) is to a servant, employee, agent or contractor of the parties, when that disclosure is reasonably necessary for the conduct of this MOU and the recipient is bound by equivalent confidentiality obligations as set out in this MOU;
 - (e) is disclosed to a party’s professional advisers and those persons undertaking to keep confidential any information so disclosed;
 - (f) is necessary to comply with any approved policy guidelines of the State; or
 - (g) was expressly consented to in writing by the non-disclosing party.

5. Project Working Group

- 5.1 The parties acknowledge that they will be represented on the Project Working Group committee and will endorse the terms of reference of this committee.
- 5.2 The role of the Project Working Group committee is as detailed in **Schedule 1**.
- 5.3 The Project Working Group will meet as detailed in **Schedule 1**.
- 5.4 The parties will make their representatives available to meet when requested by the other party, at a mutually convenient time and location.

6. Issue Resolution

- 6.1 If any disagreement, difference or issue between the parties in relation to this MOU arises (**an Issue**), the parties agree that:
- (a) the party claiming that an Issue has arisen shall notify the other party in writing and give details of the Issue;

- (b) each party will refer the Issue to a senior representative who has no direct involvement in the Issue; and
- (c) the senior representatives will meet and use their best endeavours to resolve the Issue as soon as possible.

7. Termination

- 7.1 Either party may terminate this MOU at any time, without a reason, by giving the other party notice 28 days in writing of the termination, after which the MOU is at an end.
- 7.2 Nothing in this clause 7 limits the rights and obligations of either party at the date of termination.

8. Publication of promotional material

- 8.1 The parties cannot make any public announcement or promotional material relating to this MOU, without the prior written consent of the other party.
- 8.2 A party wanting to publish material under clause 8.1 must provide the other party with a draft of the material to be published for review. The reviewing party must do so within 5 Business Days.
- 8.3 Where consent under clause 8.1 is provided, the party producing the material will acknowledge the other party's contributions in all publications and promotional materials.

9. General

- 9.1 **Variation:** This MOU may only be varied by written agreement executed by the parties.
- 9.2 **Counterparts:** This MOU may be signed in any number of counterparts which taken together will constitute one instrument.
- 9.3 **Execution:** The parties agree that the provisions of the *Electronic Transactions Act 2000 (NSW)* will apply to this Deed.
- 9.4 **Relationship:** Nothing in this MOU creates a partnership, joint venture, fiduciary, employment or agency relationship between the parties.
- 9.5 **Surviving clauses:** Clauses 4 (Confidentiality), 7 (Termination) and 8 (Publication of promotional materials) survive any expiration, suspension or termination of this MOU.
- 9.6 **Governing laws:** This MOU is governed by, and must be construed according to, the laws of New South Wales, Australia.

Execution Clauses

Department

Signed for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Name of Authorised Signatory

Signature of Authorised Signatory

Date

Council (Authorised Signatory)

By entering into this MOU the signatory warrants that the signatory is duly authorised to execute this MOU on behalf of Lachlan Shire Council.

CREG TORY
Name of Authorised Signatory


Signature of Authorised Signatory

8/2/2022
Date

Annexure A - Purpose and Delivery Partner Deed Model

1. Purpose of this MOU

- 1.1 The SSWP Projects are the SSWP projects listed in **Annexure B**.
- 1.2 The SSWP Projects support the provision of safe, secure and sustainable water and wastewater services in the municipal district under the local government of the Council.
- 1.3 This MOU provides the basis for a collaborative relationship between WINSW and the Council in which they will work together and share information for the purpose of WINSW developing a Delivery Partner Deed as detailed below at paragraph 1.4, and the delivery of SSWP Projects, (**Collaboration Program**).
- 1.4 Through the Collaboration Program, WINSW intends to develop, in consultation with the Council, an opt-in delivery partner deed for the development, and potentially the delivery, of SSWP Projects (**Delivery Partner Deed**).
- 1.5 By entering this MOU, the parties agree to the development of a collaborative delivery model and will share information so that the Delivery Partner Deed is congruent to meeting the project delivery objectives under the SSWP., WINSW will offer the Council the opportunity to enter into the Delivery Partner Deed to work collaboratively with WINSW in relation to the SSWP Projects

2. Delivery Partner Deed Model

- 2.1 The aim of the Delivery Partner Deed is for WINSW and Council to work collaboratively in the procurement of development and/or delivery of the SSWP Projects.
- 2.2 WINSW wishes to produce the Delivery Partner Deed in collaboration with Council.
- 2.3 The Delivery Partner Deed has not been created, but it is anticipated that it could include:
 - (a) a funding model to progress a collaborative development and/or delivery;
 - (b) design and project management (e.g. planning, design and approvals process);
 - (c) project delivery considerations;
 - (d) potential for scalability, efficiency and synergies and across local water and wastewater projects; and.
 - (e) two way capacity building.
- 2.4 The Council and LWU would be an integral part of the Delivery Partner Deed. It is anticipated that the Delivery Partner Deed would allow the Council and LWU to:
 - (a) access a streamlined delivery process which allows for greater cost certainty and supports efficiency, improved water security, risk management, quality, health and safety, and environment outcomes;

- (b) harness the LWU asset owner's unique local knowledge, skills and capabilities critical for the SSWP Projects;
 - (c) participate in-decision making alongside the Department, via a procurement model which provides for a joint approach to decision making and risk management, prioritising works, planning and design, and scope endorsement during the development and/or delivery phases;
 - (d) take advantage of a procurement model which will provide for an integrated project team which will provide the LWU with the option, for example, to assist, allocate resources, and to provide key personnel, technical and asset knowledge, to support project development and delivery, including design and planning; and
 - (e) provide feedback and performance data to WINSW to help improve the model to provide a faster and more efficient delivery approach.
- 2.5 To assist the Department to develop the Delivery Partner Deed, the Council may need to provide the Department with:
- (a) key information and documents, excluding commercially sensitive materials pertinent to the delivery of the SSWP Projects; and
 - (b) current key program development, delivery pinch point or inefficiency issues, specific local site condition and assumptions, and relevant documentation (e.g. plans, reports, schedules, scoping, business case, and estimates) on the SSWP Projects.

Annexure B - SSWP Projects

SSWP number	Description of Project
SSWP401	Condobolin Water Treatment Works.
SSWP402	Condobolin Sewage Treatment Works.

10.4 FY21/22 URBAN WORKS MONTHLY UPDATE FOR JANUARY

TRIM Number: R22/49

Author: Manager - Urban Works

PURPOSE

The purpose of this report is to provide an update of the capital improvements in the Urban Works Section. The items listed are for works undertaken in January 2022, in progress for the month of February 2022 and forecast for the month of March 2022.

SUPPORTING INFORMATION

Nil

BACKGROUND

Council has adopted the 2021/22 budget and associated Delivery and Operational Plans. This report provides updates on the delivery of the Urban Works program, with some overlap with roads, utilities, tourism and buildings where required.

ISSUES AND COMMENTS

The Covid-19 situation continues to impact on the daily activities of the Urban Works staff with the concentration on the priority works and catching up with the effects of an unusually wet January.

Supply chains for materials and manufactured goods are still under pressure and procurement is difficult, which requires the staff to liaise with stakeholders and grant bodies regarding possible impacts.

Works Completed in January

Tourism Precinct – stage 3. BBRF	A contractor has been appointed for the irrigation works. Initial meeting held with landscape architect to confirm precinct Master Plan Extension for grant deadline has been submitted, requesting a new completion date of June 22.
Wellington Square Irrigation	Quotation received for the design significantly above expected budget. Reduction in scope of works is being undertaken, to utilise the budget that has been allocated
Condobolin Cemetery	Row and Section markers are now 60% installed.
Condobolin Cemetery Irrigation	Design for the installation of irrigation has been awarded.
Wiradjuri Park Irrigation	Design for the installation of irrigation has been awarded.
Tullibigeal Gymkhana Fencing.	Committee has installed the fence barriers and gates - this project is completed

Works Underway in February

Tourism Precinct – stage 3. BBRF	Irrigation Contractor is procuring the materials for the project. Dog exercise and play area procurement underway. Landscape architect working on development of masterplan. Procurement underway for the water and sewer connection.
Wellington Square Irrigation	Council staff are reviewing options prior to accepting the proposal.
Condobolin Cemetery Irrigation	Design of irrigation underway.
Wiradjuri Park Irrigation	Design of irrigation underway.
Apex Park Pontoon	Installation has been deferred until April owing to continued high water levels. Start date to be confirmed by contractor. Erosion control gabions purchased and rock filling has been ordered.
Lake Cargelligo Recreation Ground play equipment	Playground installation contractor to be appointed.
Tullibigeal Racecourse Skillion	Contractor appointed.

Works scheduled in March

Tourism Precinct – stage 3. BBRF	Irrigation contractor to commence works. Landscape architect to confirm Masterplan. Dog exercise and play area equipment to be installed. Water and Sewer contractor to be appointed.
Wellington Square Irrigation	Contractor to be appointed.
Condobolin Cemetery Irrigation Project	Design completed and tender specification to be developed.
Condobolin Cemetery	Installation of Row and Section markers to be completed.
Wiradjuri Park Irrigation	Design completed and tender specification to be developed.

FINANCIAL AND RESOURCE IMPLICATIONS

Project	Budget	Funding Source	Expenditure To Date	Forecast Expenditure	Comments
Tourism Precinct Stage 3	\$600K	BBRF 4 SCCF2	\$128K	\$600K	Budget is on track
Condobolin Cemetery Row Markers	\$26K	Capital Works	\$14K	\$26K	On Budget

Project	Budget	Funding Source	Expenditure To Date	Forecast Expenditure	Comments
Wellington Square Irrigation	\$39K	Capital Works	\$3K	\$39K	Quotes received are above estimate. Project under review.
Apex Park pontoon	\$200K	Boating now	\$130K	\$200K	Budget is on track
Tullibigeal Racecourse Skillion	\$20K	LRCI	\$0.2K	\$20K	On Budget.

LEGAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Project management and financial controls are in place to manage time and budget risks. Manager Urban Works is working towards achieving full project delivery on time and in budget for all allocated projects.

COVID-19 is still causing concern for the staff and the restrictions it places on projects.

STAKEHOLDER CONSULTATION

- Staff are seeking to engage with specific stakeholders on each project, in accordance with Council's community consultation policy.
- Tullibigeal Racecourse Skillion, discussions have continued with the representatives of the Race Club and the preferred contractor regarding the construction of a skillion shelter.
- Discussions with staff and the irrigation designer have taken place at both the Condobolin Cemetery and Wiradjuri Park regarding design.

OPTIONS

1. Council continue to implement urban works capital improvements as programmed, as resources permit, i.e. as funds, staff and contractors are available.
2. Council amend the capital improvements program and budget.

CONCLUSION

This report updates Council on the capital improvements undertaken by the Urban Works team in January, in progress for February 2022 and forecast work for March 2022.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

4.2 Strong effective and Responsive Council

4.4 Strategic Management of Villages and Crown Reserves

6.1 Increase recreational use of the lakes and rivers

6.3 New and visually appealing streetscapes

6.4 Improved Parks, Gardens and Sporting Ovals

6.5 Provision of neat, accessible and respectful cemeteries

ATTACHMENTS

Nil

RECOMMENDATION

That:

1. The Director Infrastructure Services Report No. R22/49 be received and noted.

11 DEPUTATIONS

12 NOTICES OF MOTION

Nil

13 NOTICES OF RESCISSION

Nil

14 DELEGATES REPORT

Nil

DRAFT

15 CORRESPONDENCE**15.1 CORRESPONDENCE - FEBRUARY.****TRIM Number: R22/57****Author: Executive Assistant - General Management****PURPOSE**

To provide Council with correspondence received for the month of February.

SUPPORTING INFORMATION

Correspondence received from United Services Union: USU Commissioned Report by Professor Brian Dollery Regarding Rate Capping in NSW Local Government.

LINK TO POLICY AND / OR COMMUNITY STRATEGIC PLAN

CSP 4.2 Strong effective and responsive Council.

ATTACHMENTS

1. **Attachment A** [↓](#)
2. **Attachment B** [↓](#)

RECOMMENDATION

That:

1. The Correspondence Report No R22/57 be received and noted.

Our ref DATE SH.DE/MB

14 February 2022

The General Secretary
Lachlan Shire Council
PO Box 216
CONDOBOLIN NSW 2877

By your side



Dear Sir/Madam

Re: USU COMMISSIONED REPORT (FEBRUARY 2022) BY PROFESSOR BRIAN DOLLERY REGARDING RATE CAPPING IN NSW LOCAL GOVERNMENT

We are corresponding with you to advise your Council that we have recently commissioned a Report by Professor Brian Dollery regarding the impacts of Rate Capping on NSW Councils, as well as concerns with the proposed methodology used by IPART in determining the July 2022/June 2023 Financial Year Rate Cap on NSW Councils.

We have undertaken this as a responsible Industry stakeholder after receiving numerous calls from concerned Councils following the announcement of the proposed next Rate Cap.

Professor Dollery is a leading expert and academic who is widely recognised for his knowledge regarding Local Government, and in fact has previously been engaged by the State Government to provide numerous submissions.

Professor Dollery's Report is independent and was commissioned to provide an expert independent view on the impacts of Rate Capping but also regarding the correct methodology used by IPART in proposing the next rate increases.

The Report contains options which we believe need to be considered by the Government and addressed before the next Financial Year commences on July 1, 2022.

Those Councils who share our concerns and who wish to collaborate with us in this important campaign, please contact us via email at kgale@usu.org.au.

Yours sincerely

A handwritten signature in black ink, appearing to read "Graeme Kelly".

Graeme Kelly OAM
GENERAL SECRETARY

UNITED SERVICES UNION

NSW LOCAL GOVERNMENT, CLERICAL,
ADMINISTRATIVE, ENERGY, AIRLINES
AND UTILITIES UNION

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Rate Capping in New South Wales Local Government: *Conceptual Foundations, Empirical Evidence and Policy Recommendations*



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Executive Summary

1. Rate-capping has been in continuous use in NSW since its introduction in 1977, with various minor changes over the years, mostly significantly making Special Rate Variation (SRV) applications easier to secure over recent years.

2. Notwithstanding its longevity in NSW local government, rate-pegging has generated a vigorous ongoing debate over the years on its impact on local government, which is summarised in section 2 of this Report. Advocates argue that rate-pegging prevents the abuse of monopoly power by local authorities, limits 'cross-subsidisation', decreases the risk of poor governance in the local government sector and constrains municipal expenditure on inessential and 'marginal services'. By contrast, opponents argue that rate-pegging limits the ability of councils to provide local services, it has created a substantial infrastructure backlog, it has increased fees and charges, it infringes on local autonomy and local democracy, and it has allowed local councils to blame the NSW government for poor performance.

3. A substantial scholarly literature has arisen in economics and related policy sciences on expenditure and tax limitations on local government, including property tax limitations known colloquially as 'rate-pegging' and 'rate-capping' in Australian local government. Section 3 discusses this theoretical work - including agency theory and personal finance theory - and the manner in which it illuminates rate-capping in NSW and elsewhere.

4. A substantial international empirical literature has examined the impact of property tax limitations on local government, especially in American local government. This literature is briefly summarized in section 4 of this Report. The weight of this international empirical evidence contains two broad lessons for rate-pegging in NSW local government. Firstly, limitations on property tax increases can stimulate municipal revenue raising from revenue sources other than rates. Secondly, the impact of rate-pegging depends on the characteristics of local authorities, with poor rural councils much more heavily affected than their more affluent urban counterparts.

5. A small but growing Australian empirical literature has examined the impact of rate-pegging on Australian local government in four peer-reviewed journal articles. Section 5 provides a description of this body of work and its public policy implications for rate-capping in NSW local government. Studies have been undertaken by Dollery and Wijeweera (2010), Drew and Dollery

(2015), Dollery and McQuestin (2017), Yarram, Tran and Dollery (2021) and Nahum (2021). With the partial exception of Dollery and Wijeweera (2010), all studies find that rate-capping has serious negative effects on local government, including higher levels of council debt per household, greater local infrastructure backlogs, lower municipal efficiency, larger inter-municipal revenue effort inequities, differential impacts on urban and rural councils, increased fees and charges, and lower outlays on aged and disabled services.

6. Section 6 of the Report summarises recent official reports on the operation of rate pegging in NSW local government. In its *Are Councils Sustainable? Final Report: Findings and Recommendations*, the 2006 Independent Inquiry into the Financial Sustainability of NSW Local Government recommended rate pegging be 'deregulated' with councils free to set their own rates in order to generate adequate income to secure ongoing financial sustainability as well as 'financial flexibility'. In its 2016 *Review of the Local Government Rating System: Final Report*, IPART conceded that the NSW rate pegging regime had various problems and recommended specified changes to the system, whilst retaining the rate peg. In November 2020, the NSW Productivity Commission published its *Review of Infrastructure Contributions in New South Wales: Final Report* in which it called for population growth to be embodied in the rate peg process. Finally, in December 2020, the NSW Productivity Commission released its *Final Report: Evaluation of Infrastructure Contributions Reform in New South Wales* reiterating the need for population growth to be included under the rate peg regime. In common with its earlier report, the NSW Productivity Commission stressed that in its current form the NSW rate pegging approach threatened municipal financial sustainability.

7. Section 7 of the Report provides a brief synopsis of the background to the IPART (2021) *Final Report: Review of the Rate Peg to include Population Growth*.

8. Section 8 of the Report details the new IPART rate peg methodology and its constituent elements.

9. Section 9 of the Report offers a detailed critique of the new IPART rate peg calculation methodology.

10. The Report concludes in section 10 by offering two alternative recommendations that flow directly from the evidence that it has considered:

Firstly, under a 'first-best' approach the NSW government would simply abolish rate pegging and give local authorities the latitude to strike their own rates and be held accountable by their own local residents.

Secondly, an alternative 'second-best' approach would recognise the realities of political barriers in NSW to the abolition of rate-capping and instead focus on removing the worst features of the rate-pegging regime. It would embrace eight main elements:

Recommendation 1: Different cost indexes should be prepared for the various kinds of local government in NSW.

Recommendation 2: Different rate caps should be calculated for the various kinds of council.

Recommendation 3: The panel deliberating on both the rate cap and SRVs should include a suitably qualified and credentialed local government expert.

Recommendation 4: The rate cap should be based on the average rate for each category.

Recommendation 5: The rate cap should be provided as a range to combat 'blame-shifting' in NSW local government and thereby reinforce political accountability.

Recommendation 6: The timelines for the process should be altered to make SRVs more practical and less expensive.

Recommendation 7: A range of automatic triggers should be established to force councils in fiscal distress to apply for a SRV.

Recommendation 8: The burden of proof should be reversed to place the onus on those who object to establish a case as to why a SRV should not proceed.

1. Introduction

The present Report was prepared at the request of the United Services Union (USU). The Report presents existing international and Australian conceptual and empirical scholarly work on property tax limitations, as well as the findings of a number of recent official inquiries and reports into rate-capping in NSW. It offers a detailed assessment of the new IPART rate peg calculation methodology and then proposes eight recommendations for improving the new rate capping approach.

The Report consists of ten main parts:

Section 2 briefly summarises the main arguments that have been employed in the debate over rate-pegging in NSW local government by way of background.

Section 3 provides a synoptic outline of the theoretical literature on property tax limitations, including rate-pegging.

Section 4 offers a concise account of the international empirical literature on property tax limitations.

Section 5 summarizes the extant Australian empirical literature on rate-capping.

Section 6 considers the findings of a number of recent official reports on the operation of rate-pegging in NSW local government.

Section 7 considers the IPART (2021) *Final Report: Review of the Rate Peg to include Population Growth*.

Section 8 outlines the new IPART rate peg methodology.

Section 9 provides a critical appraisal of the problems with the new IPART rate peg methodology.

The Report concludes in section 10 by proposing eight specific recommendations for improving the new IPART rate cap methodology.

2. Genesis and Evolution of Rate Capping in NSW

Legally enforced constraints on increases in property taxes – colloquially known as ‘rate capping’ or ‘rate pegging’ in Australia – form part of a broader class of state-imposed limitations on the expenditure and taxation by local government, including property taxation (Dollery and Wijeweera, 2010). Under its longstanding rate capping regime, the NSW Government determines the maximum annual percentage amount by which a local council can increase its rates income for a given financial year. The rate peg does not apply to stormwater, waste collection, water and sewerage charges. Local authorities enjoy discretion to determine how to allocate the stipulated rate peg rise between different categories of ratepayer in their local government area.

A rate cap was first introduced in NSW local government in 1901 and it lasted until 1952 (Dollery, Crase and Johnson, 2006), when it was discontinued due to its ‘impracticality’ (NSW Local Government and Shires Association, 2008, p.16). The modern NSW rate-pegging regime began with the adoption of the 1977 Local Government (Rating) Further Amendment Bill, which was further amended to its contemporary form in 1978. The initial motivation for the imposition of the rate peg legislation derived from the period of high inflation in the 1970s. For instance, over the period 1973 to 1976, property taxes rose by an average of 188 per cent, while average weekly earnings over the same period increased by only 75 per cent, with the inflation rate at 56 per cent (Johnson, 2001, p.5).

Rate capping has been controversial in NSW since its inception and it has generated considerable debate (Johnson, 2001). IPART (2008, p.55) has summarised four major arguments that have been proposed in support of the rate capping regime. In the first place, it has been claimed that municipal revenue regulation through rate pegging prevents the exploitation of monopoly power by local authorities in the provision of local services. Secondly, advocates of rate pegging have argued that it assists in preventing ‘cross-subsidisation’ and imposes restrictions on the ‘provision of non-core services and infrastructure that might prove unsustainable to ratepayers’. Thirdly, proponents contend that rate capping manages governance risk in the local government sector by constraining council income and thereby limiting council expenditure. Finally, it has been argued that rate capping reduces the ability of local councils to divert funds from essential

infrastructure to other projects as well as expenditure on 'marginal services' that are better provided by the private sector or the voluntary sector.

Opponents of rate pegging have contested these arguments (Dollery and Wijeweera, 2010). For example, the claim that rate capping restrains monopoly power and thus increases the supply of municipal services is problematic since rate pegging curtails municipal output by restricting funding. Along analogous lines, it is difficult to see how rate capping will dampen cross-subsidisation, given that municipal fees and charges are likely to rise to counteract the negative impact of rate pegging on municipal revenue. Moreover, rate pegging has not constrained the provision of 'non-core' local services. Dollery, Wallis and Allan (2006) have demonstrated that an ongoing shift in all Australian state and territory local government systems away from a traditional emphasis on 'services to property' towards 'services to people' has occurred, including in NSW. This finding also undermines the claim that rate pegging limits the ability of councils to divert funds from essential infrastructure to other projects as well as expenditure on local services better delivered by the private sector or the voluntary sector.

IPART (2008, p.55) has also identified four main arguments against rate capping in the NSW debate. Firstly, it has been claimed that rate pegging constrains the ability of local authorities to provide local services by limiting their financial capacity. Secondly, opponents of rate capping have argued that it has generated a sizeable infrastructure backlog in NSW local government. Thirdly, it is claimed that rate pegging has obliged local councils to impose higher user pays charges to compensate for their loss of revenue from limitations on rate increases. Finally, foes of rate capping have claimed more broadly that it is an attack on local autonomy and the accountability of local government.

Some of these arguments are convincing (Dollery and Wijeweera, 2010). For example, rate pegging clearly constrains the capacity of local councils to provide local services. If the net effect of rate pegging has been to constrain aggregate municipal income, then it must have limited local service provision to some degree. Similarly, the argument that rate capping has stimulated an increase in fees and charges is especially convincing. Indeed, the NSW Treasury (2008, p.14) has itself noted that 'constraints on general revenue distort revenue raising sources and result in higher user charges'.

However, the claim that rate pegging has spawned a local infrastructure backlog is less convincing. In its *National Financial Sustainability Study of Local Government*, PriceWaterhouseCoopers (2006) established that not only was a large number of local councils in all Australian local government jurisdictions financially unsustainable in the long run, but that most local authorities faced a massive local infrastructure backlog, regardless of the rate setting regime in each state. Since this problem is endemic to all Australian jurisdictions and does not seem to be more acute in NSW, the NSW local infrastructure backlog cannot thus be solely ascribed to rate pegging.

In addition to these arguments against rate capping in NSW local government, the Local Government and Shires Associations of NSW (2008) proposed a more general argument against rate capping embedded in broader political terms. It claimed that rate pegging has a wider unintended ‘dampening’ effect on rates than simply the pegged limit. Along these lines, the Association (2008, p.14) contended that ‘one likely explanation for the dampening effect is that rate pegging provides a public framework and creates public expectations about maximum rate increases, placing political pressure on councils to stay within the limit and not seek special variations’. A second element of this argument is that rate capping provides an avenue for local councils to engage in politically expedient ‘blame shifting’ onto the NSW state government. The Association (2008, p.15) argued that rate capping ‘provides an easy default option from both a political and managerial perspective’ since (a) all rate increases can be attributed to the state government; (b) the need for community consultation to justify rate increases weakens; (c) adhering to the rate peg limit avoids the problems contingent on Special Rate Variation (SRV) applications; (d) ‘councils can blame the state government for their financial deficiencies’; and (e) the existence of rate capping enables councils to avoid long-term planning. The net result of these factors has been the ‘under-provision of community infrastructure and services’, the emergence of a local infrastructure backlog and an ‘undermining’ of the financial sustainability of councils.

3. Conceptual Approaches to Property Tax Limitations

An extensive theoretical and empirical literature has considered national and state government limitations on municipal expenditure and revenue-raising activities, including property taxation (see, for instance, Florestano, 1981; Temple, 1996; Mullins and Wallin, 2004; Anderson, 2006; Dollery, Crase and Johnstone, 2006; McCubbins and Moule, 2010). The bulk of this research has focused on American local government, where state-imposed restrictions on local fees, charges and taxes are comparatively common (Figlio and O'Sullivan, 2001). However, scholars have also examined other local government systems, including in Europe (Boadway and Shah, 2009; Blom-Hansen, Baekgaard and Serritzlew, 2014) and Australia (Dollery and Wijeweera, 2010; Drew and Dollery, 2015; Dollery and McQuestin, 2017; Yarram *et al.*, 2021).

In general, the economic basis for rate pegging stems from the normative prescriptions of standard economic theory: local government enjoys a monopoly in the provision of essential local services. Accordingly, like all other monopoly providers, local government will provide these services at excessive prices and/or inefficiently. It thus warrants regulation by higher tiers of government to ensure efficient and equitable outcomes (Bailey, 1999). However, it is important to stress that regulation must be judiciously applied since bad regulation can make matters worse than no regulation at all (Hillman, 2005).

Regarding economic efficiency, optimal regulation should seek to secure allocative efficiency, where the mix of local services should coincide with local community preferences, as well as productive efficiency, where local services must be produced in the most cost effective manner. Furthermore, regulation should attempt to meet equity objectives. For instance, essential local services should be provided to poor households by local councils at affordable prices.

The effective application of regulation is difficult in all spheres of economic activity, including in the local government realm (Bos, 1994). Regulation is further complicated in the local government sphere due to the fact that local councils possess the legal authority to tax; a monopoly power absent in the private sector and most other public utilities. Finally, in the special case of local council revenue regulation through rate capping, the regulator faces additional problems since it is not regulating the prices of particular local services but rather the 'tax-price' of a whole range of local public goods and services that are mostly unpriced.

In conceptual terms, two theoretical approaches have sought to explain property tax limitations, such as rate capping (Drew and Dollery, 2015). Firstly, agency theory (Jensen and Meckling, 1976) assumes that local citizens (as principals) worry that ‘agency failure’ by local authorities (as agents) can generate excessive municipal outlays. Local residents thus embrace state government intervention through rate capping that seeks to limit excessive expenditure by local councils.

Given that municipal councillors are typically elected every four years in NSW local government, in principle local residents can use these elections to remove elected representatives whom they regard as not representing their best interests. However, the efficacy of the election mechanism for minimising ‘agency failure’ is limited in at least three ways: (a) high information costs typically imply that residents are ignorant of excessive and/or unwarranted expenditure; (b) the lengthy period between elections allows scope for extensive ‘agency failure’ to develop; and (c) Cutler, Elmendorf and Zeckhauser, (1999, p. 320) have argued that ‘candidates come as bundles, so that incumbents might be able to spend more and maintain their position if they satisfy people’s views along other dimensions’. Dollery, Crase and Johnson (2006) have marshalled arguments along these lines to develop a public choice approach to rate capping based on voter scepticism over their ability to exercise control of municipal outlays, which gives rise to the need for state government intervention.

Secondly, personal finance theory (Cutler *et al.*, 1999) holds that local residents judge the value of local services received from municipalities according to their local government tax burden. Following this approach, the higher the perceived rate of property tax, the more likely it is that a resident will support rate capping. Moreover, significant increases to property taxes predispose individuals to support rate pegs. This line of reasoning is especially relevant to NSW local government given that municipal rates are highly visible through quarterly rate bills sent to local residents by local councils (Drew and Dollery, 2015).

4. International Empirical Evidence on the Impact of Property Tax

Limitations

Despite a substantial empirical literature on the impact of income and expenditure limitations on local government, uncertainty still exists on its consequences (Dollery and McQuestin, 2017).

However, it is clear that important unanticipated and unintended effects often occur (Skidmore, 1999; Mullins and Wallin, 2004). For example, Temple (1996) confirmed that rate capping reduced outlays on local services more than on local administration.

From the perspective of Australian local government, the international empirical literature illuminates two aspects of rate pegging (Dollery and McQuestin, 2010; Yarram *et al.*, 2021). Firstly, limitations on property tax rises can induce local authorities to raise income from revenue sources other than rates. For instance, in his study of 29 American states, Shadbegian (1999) found that many local councils substituted foregone property tax income with funds raised under ‘miscellaneous revenue’. In his analysis of the same question, Skidmore (1999) found analogous results for 49 American states. In a related study, Kousser, McCubbins and Moule (2008) established that a majority of US state local governments had raised fees and charges following the implementation of property tax limitations. Similarly, Mullins and Joyce (1996) examined 48 American states over the period 1970 to 1990. They found that while tax limitations lowered local taxes, this was offset by increases in fees and charges. In their study of 1,400 American local authorities, Preston and Ichniowski (1991) showed that property tax limitations decreased rates revenue but boosted ‘other revenue’.

Secondly, the international empirical literature indicates that property tax limitations do not have a uniform impact across all local councils in a given local government system. Rather the impact of rate pegging depends *inter alia* on the characteristics of local authorities. For instance, Brown (2000) found that in the Colorado local government system the impact of property tax limitations depended on council size by population and it was much more marked in small councils. Moreover, Mullins (2004) found that property tax limitations were more potent in poor councils.

5. Australian Empirical Evidence on the Impact of Rate Capping

Five empirical studies have examined the impact of rate capping in Australian local government. In the first study, Dollery and Wijeweera (2010) examined rate pegging in NSW and its economic effects on NSW local government finance relative to other Australian local government jurisdictions. Dollery and Wijeweera (2010, p.74) drew two main conclusions from their empirical analysis. Firstly, ‘rate pegging has achieved its basic objective of slowing increases in NSW council rates over time relative to other Australian jurisdictions’. Secondly,

‘rate pegging has enjoyed ongoing and strong public support’ that seems to indicate ‘the operation of an efficient “political market” in NSW’ (Dollery *et al.*, 2006, p. 397).

Secondly, Drew and Dollery (2015) examined rate capped NSW local government relative to (then) uncapped Victorian councils in order to determine the likely impact of a rate pegging regime on Victorian local government. Three dimensions of municipal performance were compared. Firstly, Drew and Dollery (2015) tested inter-municipal revenue effort equity by assessing residential tax effort. Residential tax effort measures the proportion of residential rates paid as a percentage of the total annual incomes accruing to residents in a given local government area. Drew and Dollery (2015) found that rate capping in NSW had reduced inter-municipal equity, possibly because of the compounding effects of a rate cap where initial residential tax effort differed between councils.

Drew and Dollery (2015) then investigated the impact of rate capping on financial sustainability by considering local government liabilities per household for NSW and Victorian councils over the period 2009–2013. They found that NSW had much higher levels of council debt per household. They also examined the average infrastructure renewal ratio in NSW and Victoria as a measure of the infrastructure backlog. They found that NSW had a significantly larger local infrastructure backlog.

Finally, Drew and Dollery (2015) tested the claim that rate pegging obliged councils to become more efficient. Using data envelopment analysis (DEA) to examine the relationship between inputs and outputs, Drew and Dollery (2015, p. 145) found empirical evidence indicating a ‘slightly higher average municipal efficiency for Victorian councils’.

Following the methodology employed by Drew and Dollery (2015), Dollery and McQuestin (2017) empirically examined the likely impact of the imposition of a rate cap in South Australian (SA) local government by comparing the performance of SA local government with its NSW counterparts on three separate key measures (revenue effort, financial sustainability and efficiency) for the period 2013 to 2016. Dollery and McQuestin (2017, p.84) established that for revenue effort ‘the results from our stratified sample show that rate capping in NSW has not served to reduce inter-municipal revenue effort inequities’. Moreover, rate pegging is thus ‘most unlikely to minimise these inequities in SA local government’. Secondly, they found that the ‘claims made by advocates of rate pegging that it improves financial sustainability are rebutted

by our findings'. Using council debt per capita as a proxy for financial sustainability, Dollery and McQuestin (2017) demonstrated that 'NSW local authorities have much higher debt than their SA counterparts despite the four decade long rate pegging regime in NSW'. Dollery and McQuestin (2017, p.84) found that the operational efficiency of councils did not improve under rate capping. Employing municipal expenditure per capita as a measure of the operational efficiency of local authorities, Dollery and McQuestin (2017, p.84) demonstrated that 'rate pegging does not increase the efficiency of local councils: for each year in our sample, the efficiency of NSW councils falls well below SA councils'.

Dollery and McQuestin (2017, p.84) concluded that 'on all three dimensions of local government examined in our empirical analysis, we find SA councils performance better than NSW local government notwithstanding the latter's longstanding rate pegging policy'. Furthermore, in comparison with NSW, 'SA municipalities exhibit superior performance'. Given these findings, Dollery and McQuestin (2017, p.84) determined 'the empirical evidence presented in the paper demonstrates that rate pegging should not be imposed on SA local government and instead other more promising policies [should be] considered'.

In their study, Yarram *et al.* (2021) employed expenditure data covering the period 2014/15 to 2017/18 to investigate empirically the short-term impacts of rate capping on municipal expenditure in the Victorian local government system to determine whether it had differential effects on expenditure by different types of local authority. Yarram *et al.* (2021, p.11) found that 'it is clear that the impact of rate capping varies between urban and rural councils'. Moreover, 'rural councils that generally rely more on assessment rates are unsurprisingly unable to incur higher expenditure following a rate capping'. This contrasts with urban councils 'that are able to increase total expenditure, perhaps through other sources of funding'. Moreover, with respect to the impact of rate capping on different kinds of municipal expenditure, Yarram *et al.* (2021, p.11) found that 'rate capping reduces outlays, especially on aged and disabled services, in both rural and urban councils'. Furthermore, they established that 'there is a reduction in expenditure on family and community services in urban councils'.

Yarram *et al.* (2021, p.17) concluded their paper by placing it in the context of the earlier empirical analyses of the impact of rate pegging on Australian local government. They noted that 'the findings of this study are broadly consistent with previous results of Drew and Dollery

(2015) who found that rate-capping in NSW made its local councils more constrained compared to councils in Victoria before the rate capping'. In addition, they observed that 'our findings are also consistent with Dollery and McQuestin (2017) who established that NSW councils under a rate capping regime suffered in terms of unsustainable financing and lower operational efficiency compared to councils in SA, which did not have any rate limitations'.

In terms of the international empirical literature on the impact of property tax limitations, Yarram *et al.* (2021, p.17) noted that 'the findings of this study are also consistent with the findings of Skidmore (1999) and Kousser *et al.* (2008), who established that limitations on tax and expenditure at the state level are often frustrated by increased user charges'.

Finally, Nahum (2021) considered the impact of the imposition of a rate cap on Victorian local government. Nahum (2021, p.5) argued that 'far from "protecting" ratepayers (that is, residents), rate caps hurt them, in several different ways', including 'compromised service delivery', lower employment levels and/or lower employee wages amongst those local residents employed in local government, higher fees and charges by local councils and 'lower expenditures flowing back into the private sector'.

Nahum (2021) examined the empirical magnitude of some of these negative effects. He found that rate capping reduced aggregate Victorian employment by 7,425 jobs in the 2021/22 financial year. This comprised both local government jobs *per se* and indirect private sector positions. Moreover, rate pegging also reduced state gross income by \$890 million in 2021/22. Nahum (2021, p.5) concluded that 'the costs of suppressed local government revenues, and corresponding austerity in the delivery of local government services, will continue to grow with each passing year if the policy is maintained'.

6. Official Report Findings on Rate Capping in NSW Local Government

A number of official inquiries have examined the impact of rate capping on NSW local government and various recommendations have been advanced to improve rate pegging. In section 6, we briefly consider recent important official reports and their findings on rate pegging.

In May 2006, the Independent Inquiry into the Financial Sustainability of NSW Local Government under the leadership of Percy Allan released its *Are Councils Sustainable? Final*

Report: Findings and Recommendations - known widely as the Allan Report - that was prepared for the (then) Local Government and Shires Associations (LGSA) of NSW. With respect to rate pegging, the Allan Report (2006, p.29) proposed Recommendation 21: Rate Pegging that stated that 'the State Government free councils to determine their own income by removing statutory limitations on their rates (i.e. rate pegging) and certain fees (e.g. development application processing fees) in return for councils adopting longer term strategic and financial planning with outcome targets'. The Allan Report (2006, p.29) claimed that rate deregulation of this kind would 'bring NSW into line with all other states and territories' and make each local council 'answerable to its local constituency rather than the state for its taxation policy'.

In support of Recommendation 21, the Allan Report (2006, p.202) argued that 'a sound local government rating system should ideally exhibit four traits; it should be financially adequate, administratively simple, vertically and horizontally equitable and economically efficient'. However, the Allan Report (2006, p.2007) contended that in NSW local government 'rate pegging has been a major constraint on councils' revenue raising capacity causing it to fall behind other states, notwithstanding NSW's relatively strong property market'. As a result, in NSW the rating system did not deliver a financially adequate stream of income. Numerous NSW local authorities could thus not sustainably finance service provision as well as local infrastructure maintenance and renewal.

In 2015, the NSW Government charged IPART with critically examining the municipal rating system in NSW and offering recommendations on how to improve the equity and efficiency of the rating system to increase the financial sustainability of NSW local government in the long run. IPART examined the valuation method used to calculate rates in NSW, exemptions and rating categories, the impact of population growth on council revenue, the distribution of rates across different ratepayers as well as rate exemptions and concessions. IPART made various recommendations that sought to maintain average rates paid by current ratepayers but make rate revenue collection more efficient and equitable.

In its 2016 *IPART Review of the Local Government Rating System: Final Report*, IPART made various recommendations for improving the NSW local government rating system. These recommendations targeted six main aspects of the rating system. Firstly, IPART called for the adoption of the Capital Improved Value (CIV) valuation method to levy local council rates.

Secondly, IPART recommended that the rate peg calculation methodology be modified to include population as part of its formula. Thirdly, IPART proposed that local authorities exercise greater flexibility in rate setting in their residential areas. Fourthly, IPART argued that rate exemption eligibility should be revised and based on land use rather than land ownership. Fifthly, IPART called for greater rate relief assistance for pensioners. Finally, IPART recommended that local councils enjoy a greater range of options with regard to setting rates within rating categories. These recommendations sought to mesh with the existing *Local Government Act 1993 (NSW)*. Indeed, IPART specified in detail how changes to the Act should be framed to embody its recommendations.

In November 2020, the NSW Productivity Commission published its *Review of Infrastructure Contributions in New South Wales: Final Report*. The NSW Productivity Commission (2020, p.39) argued that in NSW ‘local government is constrained in its ability to service growing communities due to the long-standing practice of rate pegging’, especially since the rate pegging formula ‘does not allow councils to increase their rates revenue with population’. A consequence of this constraint has been ‘declining per capita revenue for high growth councils’ that has acted as a ‘disincentive for councils to accept development’.

The NSW Productivity Commission (2020, p.39) argued that reform of the rate peg methodology was required to allow for the inclusion of population growth. It argued that rate peg reform along these lines would increase aggregate council revenue by \$18.5 billion over 20 years. This additional revenue could be employed to ‘fund local operating and maintenance costs of providing services to a growing population’, as well as ‘service debt to forward fund infrastructure’, thereby enabling local authorities ‘to better coordinate infrastructure with development’. It thus recommended that subject to review by IPART, the NSW Government should ‘reform the local government rate peg to allow councils’ general income to increase with population’.

In December 2020, the NSW Productivity Commission released its *Final Report: Evaluation of Infrastructure Contributions Reform in New South Wales* prepared by the Centre for International Economics. The *Final Report: Evaluation of Infrastructure Contributions Reform in New South Wales* (2020, p.2) argued that there should be ‘reform of the local government rate peg to enable rates revenue to grow in line with population, removing the existing financial

disincentive councils face with respect to growth'. The resultant growth in rates revenue would 'enable councils to recoup the operating and maintenance costs associated with providing services to a larger population'. Moreover, 'extra revenue can help service debt to forward fund infrastructure, improving the coordination of service delivery with development'.

The *Final Report: Evaluation of Infrastructure Contributions Reform in New South Wales* (2020, p.3) further argued that if this was done, then 'we estimate that rates revenue would be around \$925 million per year higher'. This additional income could fund 'the operating and maintenance costs of a growing population' and 'increase borrowing capacity and help finance debt'.

The *Final Report: Evaluation of Infrastructure Contributions Reform in New South Wales* (2020, p.51) argued that the impact of rate pegging on NSW local government had been deleterious, particularly on local authorities with high population growth rates. This sub-category of council had experienced 'slower growth in revenue per capita', 'slower growth in expenses per capita' and 'less improvement in their net operating balance'.

7. IPART Review of the Rate Peg to include Population Growth: Final Report

Flowing from the earlier reports by IPART and the NSW Productivity Commission, the NSW Government asked IPART to investigate methods of improving the NSW rate cap regime, including explicit incorporation of population growth. On 25 March 2021, IPART released *Issues Paper - Review of the rate peg to include population growth*, followed by its *Draft Report - IPART Review of the rate peg to include population growth* on 29 June 2021 and its *Final Report - Review of the rate peg to include population growth* on 5 October. In these reports, IPART developed a new methodology to enable local councils to maintain per capita general income over time as their local populations grew. This was done on the assumption that maintaining per capita general income would assist local councils to maintain existing service levels, as well as provide those local services that their growing local communities required.

On 9 October 2021, (then) Minister for Local Government Shelley Hancock announced that the NSW Government had accepted IPART's recommended rate peg methodology that incorporated population growth. She argued that the new methodology would generate at least \$250 million in

additional municipal revenue (Hancock, 2021). The new rate peg calculation methodology would operate from July 2022 onwards.

8. IPART Rate Peg Methodology

In its *Review of the Rate Peg to include Population Growth: Final Report*, IPART (2021) set out in detail its new methodology and then applied it to each NSW local authority for the 2022/23 financial year to determine the rate cap for each council. The new formula includes a population factor that varies for each local council depending on its rate of population growth (IPART, 2021):

Rate peg = change in LGCI – productivity factor + other adjustments + population factor

The new formula uses four independent variables as its basis for calculating the annual rate cap:

- (a) *Change in LGCI* refers to the annual change in the Local Government Cost Index (LGCI). The LGCI measures price changes over a given year for goods, materials and labour employed by an ‘average council’. In particular, the LGCI computes the average change in prices of a fixed basket of goods and services used by councils relative to the prices of the same basket in a base period. The LGCI has 26 cost components, comprising *inter alia* employee benefits and on-costs, as well as building materials for bridges, footpaths and roads. These cost components embody the purchases made by an average council to pursue its ‘typical activities’. IPART employs ABS price indexes for wage costs, producer prices and consumer prices. In calculating these price indexes, the ABS includes quality adjustments in its price measures to accommodate increases in capital and labour productivity.
- (b) *Productivity factor* is included in the formula since productivity increases will serve to offset changes in the LGCI. For instance, if labour productivity increases, then this will lower the net price of labour by the degree of the productivity increase. However, as we have seen, since the ABS price index data has already been adjusted for productivity, in practice IPART sets the productivity factor at zero in the formula.
- (c) *Other adjustments* is included in the formula to make provision for any additional payments or transfers to local government that may have occurred. For example, in its 2022/23 rate peg calculations IPART (2021, p.2) included a downward adjustment of

0.2% to remove the additional revenue that was included in the 2021-22 rate peg to meet the costs of the 2021 local government elections.

- (d) *Population factor* is computed for each local authority. The population factor is equal to the annual change in residential population adjusted for revenue accrued from supplementary valuations. More specifically, the population factor equals the maximum change in the residential population less the supplementary valuations percentage or zero. Local authorities with negative population growth receive a population factor of zero. This means that no local council accrues a smaller increase in general income, relative to a rate peg calculated using the LGCI, a productivity factor and any adjustments. Those local councils that accrue more from supplementary valuations than required to maintain per capita general income as their population grows will also have a population factor of zero. The population factor is calculated using the following formula: *Population factor* = $\max(0, \text{change in population} - \text{supplementary valuations percentage})$
The change in population is computed using the Estimated Residential Population (ERP) published by the ABS.

IPART calculated the rate peg for the financial year 2022/23 using the new formula embodying LGCI change, a population factor and an adjustment to remove the costs of the 2021 local government elections that were included in the 2021-22 rate peg. This resulted in a 2022/23 rate peg for each NSW local council at between 0.7% and 5.0%, contingent on its population factor. The population factor ranged between 0% and 4.3% (IPART, 2021, p.1).

9. Problems with the New IPART Rate Peg Methodology

In addition to the myriad of conceptual and empirical problems with property tax limitations, such as the NSW rate capping regime, identified in the scholarly literature that we examined in section 3, section 4 and section 5 of this Report, several analysts have found significant flaws in the new IPART rate peg methodology with its population factor approach. In particular, while acknowledging that the introduction of different rate caps for different councils represents a substantial improvement in NSW rate pegging, Drew (2021; 2022) identifies three major problems with the new IPART rate cap formula.

In the first place, the use of population size in the IPART rate peg methodology is highly problematic for at least three reasons (Drew, 2021; 2022). Firstly, given the mix and range of services provided by NSW local authorities, which focus largely on ‘services to property’ rather than ‘services to people’ (Dollery, Wallis and Allan, 2006), the number of rateable assessments in a local government area is a much more accurate proxy variable for municipal size than absolute population size (Drew and Dollery, 2014). Secondly, it is well-known that population estimates of intercensal years contain significant errors, ranging from 2.4% in large councils to 15.6% in small councils (Drew, 2022). Thirdly, given the potential magnitudes involved, annual population changes can induce huge changes in rates under the IPART methodology, which can be highly destabilising to local council financial planning. If it were decided to incorporate a population factor into the rate cap, then it would be best advised to use a five-year moving average to reduce volatility and partially mitigate the large intercensal errors (censuses occur every five years).

Secondly, the LGCI is afflicted by a number of problems that render it entirely unsuitable as a reliable index of municipal costs. Drew (2022) has identified six main shortcomings of the LGCI. Firstly, the LGCI contains too few items and thus cannot accurately represent the typical ‘basket of goods and services’ purchased by NSW local authorities. Secondly, given the fact that municipal input consumption changes through time, the weightings employed in the LGCI should be derived as a three-year moving average rather than a fixed ratio recalculated every four years (IPART, 2021). Altering weightings in the extant manner is far too infrequent and exacerbates volatility. Thirdly, since the LGCI data employed to calculate rate caps in the forthcoming financial year reflects the previous annual price data, it is ‘rearward facing’. This is especially problematic when cost inflation occurs, as in the current COVID era. Fourthly, the LGCI represents an amalgam of cost indexes drawn from different tiers of government - as IPART (2021) itself has acknowledged - rather than a cost index of NSW local government *per se*. Fifthly, the LGCI has no regional weightings for NSW local government despite significant regional cost disparities across NSW. Finally, the LGCI ignores the operating environment in which local authorities operate, even though this is a major cost factor for local councils.

Finally, the new IPART methodology for annual rate cap determination places two important categories of NSW local council at greater financial risk: rural local authorities and retirement

community councils. For example, many rural councils have experienced ongoing population declines, together with an ageing population profile. This not only diminishes their rateable base, but also generates a higher proportion of pensioner rate rebates, which are not fully funded by NSW government grants (Dollery, Johnson and Byrnes, 2008). Similarly, for local councils with populations comprised largely of retirees, like Port Stephens Council, a high proportion of older residents typically impose substantial additional service demands on local councils. A rate cap calculation formula that does not recognise the differential demands on different kinds of local council will thus place more councils at risk.

10. Recommendations

In this Report, we have (a) considered the major arguments in the ongoing debate in NSW local government over the impact of rate capping; (b) examined the various theoretical considerations on the nature of property tax limitations and their regulation; (c) surveyed the international empirical literature on the impact of property tax limitations; (d) discussed the Australian empirical literature on the impact of rate pegging in local government; (e) considered the findings of recent inquiries and official reports on rate capping in NSW local government; (f) outlined the new IPART methodology for calculating the annual rate cap that includes a population growth factor; and (g) examined various problems inherent in the IPART methodology. Now we offer several recommendations for improving the municipal rating system in NSW local government.

As we have demonstrated in this Report, the longstanding rate cap regime in NSW local government has had deleterious effects on municipal performance, especially the continuing inadequacy of revenue from rates, related ongoing problems with the financial sustainability of NSW local government and associated inadequate infrastructure maintenance and renewal (Dollery *et al.*, 2006). Moreover, as we have established, the new IPART rate cap methodology is deficient in several respects and it will further damage the financial sustainability of NSW local government (Drew 2021; 2022).

It is possible to identify two alternative approaches to improving the NSW local government rating system. In the first place, a 'first-best' approach would be for the NSW Government to simply abolish rate pegging and thereby grant local councils the freedom to strike their own rates

and be held accountable by their own local residents. As we have seen in this Report, this approach accords with both economic theory on optimal municipal property taxation and the weight of international and Australian empirical evidence on property tax limitations.

Despite the desirability of abolishing the rate peg in NSW local government, the realities of political barriers to the abolition of rate capping must be acknowledged. For example, Drew (2021, p.111) has noted that ‘no political party is likely to voluntarily remove existing tax limitation regimes because there is a considerable risk that taxes would be increased soon after, and the party facilitating this would be greeted with the displeasure of voters at the next higher tier election’. Furthermore, ‘because taxation limitations are a politically popular way of responding to cost of living pressures – at no immediate cost to the instigator – their incidence is only likely to increase in future’.

Given these hard political realities, rate capping will almost certainly remain an immutable feature of NSW local government, regardless of the political complexion of the state government. We thus argue that the emphasis should instead fall on removing the worst features of the rate pegging regime. This ‘second-best’ approach should thus concentrate on improving the new IPART rate cap methodology.

Drew (2021, pp.111-114; 2022) has advanced several recommendations for reforming rate caps which we have augmented with additional suggestions:

[Recommendation 1: Different cost indexes should be employed for metropolitan, regional, rural and remote councils](#)

As we have seen, the current LGCI employed by IPART is awash with problems that render it unsuitable as a basis for determining cost increases in the operation of NSW local government. Given the spatial variation in municipal costs and municipal resource use across NSW, especially between metropolitan councils and their regional, rural and remote counterparts, Drew (2021) argues that different cost indexes should be employed for – at a minimum – the four main categories of council (metropolitan, regional, rural and remote). The construction of these indexes should include the use of three-year moving averages of the mix and weighting of the basket of items in the index, a price increase projection for the forthcoming financial year and

consideration of the operating environment of the four different categories of council¹. Using moving averages as suggested would considerably reduce volatility and thereby partially mitigate the problem whereby some local governments find it difficult to predict future caps for budgeting purposes.

It is also important to take into account the macro-economic challenges and trends that might face councils in the next year when determining the final cap. That is, the cap cannot be entirely an empirical exercise, judgements must also be made about future inflationary pressures and the like (see Recommendation 3).

[Recommendation 2: Different rate caps should be calculated for metropolitan, regional, rural and remote council categories](#)

Following from Recommendation 1, we contend that different rate caps be calculated for councils falling in (at least) the four main municipal categories in NSW local government (metropolitan, regional, rural and remote councils). This will not only more accurately reflect the different operating environments facing these categories of council, but also facilitate comparisons between the performance of local authorities in each category. As a consequence, there will be greater transparency for local residents and more accountability of local councillors.

[Recommendation 3: The rate cap setting panel, as well as the SRV assessment panel, should include at least one local government expert scholar.](#)

Scholarly knowledge of rate cap theory and sophisticated empirical techniques are clearly important for the development of a sound cap. Moreover, scholars are perceived to have greater independence (which is important for a range of rate cap stakeholders) and can bring new insights to deliberations. Many of the problems associated with the recent changes would have been avoided if a suitable local government expert scholar were on the deliberative panels. It is thus wise to address this gap to avoid problems in the future.

¹ Notably the environmental cost factor could be calculated quite precisely by using econometric techniques on a three-year panel of socio-demographic data along with publicly available finance information.

[Recommendation 4: The rate cap should be based on the average rate for each category of property](#)

As we have seen, the IPART rate cap methodology calculates the annual rate cap for each council based on its total property tax revenue from the previous financial year. Changing to a calculation based on the typical (mean) rate impost would have significant benefits for local authorities. For instance, it would mean that the construction of new dwellings and businesses in a given local government area would increase the total tax intake. This would better enable local councils to absorb the costs of growth, including the need for additional local infrastructure investment. It would also mean that the inaccurate and controversial population growth factor would be rendered redundant.

To calculate the cap, the average of each category (from the previous period) would need to be inflated by the specific cap for a particular type of council, then multiplied by the number of assessments in the given category as at the most recent record date. The total tax take would then be equal to the sum of the various category calculations.

A rate cap based on the averages for each category would also encourage more prudent use of minimum rates and base rates and thus contribute to greater distributive justice (both of these devices tend to shift the tax burden onto the most disadvantaged in society).

Furthermore, an approach based on averages is more consistent with the primary objectives of a rate cap; that is, to avoid rate shock for the typical resident. By setting rate caps on the foundation of the typical rate imposed on each category of ratepayer, we are much more likely to avoid rate shock for the typical ratepayer.

[Recommendation 5: The rate cap should be provided within a small range rather than as a single set number.](#)

A rate cap should not be a single figure for each council, but instead encompass a small range of potential rate increases (for example a cap expressed as 2.4 to 3.0%, rather than 2.7%). This would have a number of benefits. First it would mitigate much of the learned helplessness and blame shifting behaviour identified in the current rate cap regime. Second, it would allow councillors to mitigate any error in the calculation or calculation methodology. Third, it would enable councils to adjust to changes in conditions that occur in the long period between promulgation of the cap and the start of a new fiscal year. Fourth, it would allow regulators to explicitly include the statistical error term associated with any empirical calculation. Fifth, it

would reassert democratic accountability and give councillors greater opportunity to respond to community circumstances and preferences.

A cap incorporating a small range would still reduce potential for monopolistic excesses, but would do so in a manner that respects both the uncertainty of cap construction as well as democratic principles.

Recommendation 6: More sensible timelines should be established for SRV nominations and applications

The current timeline for SRVs in NSW could hardly be worse and it contributes to a range of avoidable costs (see Table 1). It means that local governments are often breaking bad news to their communities just prior to Christmas. Moreover, in the most recent year of delayed elections the early nomination date meant that many councils delayed their SRV by an additional year which may well have caused serious financial sustainability problems. In addition, it increases stress on staff who often have to give up customary extended periods of leave ordinarily taken over the festive season. Moreover, it adds to consultant costs because companies are often forced to pay premiums to staff to work over the festive season.

In Victoria much more sensible dates are in use. Applying for an SRV is purely optional, as it should be. Moreover, the applications roll in over an extended period which allows for much better assessment turnaround times², notwithstanding our contention that these timeframes could be reduced further (notably all assessments would need to be completed by the end of May at the latest to allow for inclusion in mandatory public planning documents).

² It also makes it much more likely that applications are assessed on their own merits rather than being sub-consciously compared to other applications.

Table 1: SRV Key Dates: NSW and Victoria

Event	NSW Date	Victorian Date	Recommendation
Notification of Intent to apply for a SRV	26 November	31 January*	End of January (optional)
SRV application due date	7 February	1 February until 31 March	Should be submitted any time prior to mid-April
Determinations announced	May 2022	Within two months of receiving the application	Within six weeks of application

* Note this is only an option in Victoria. It is not mandatory to give notice of intent.

Recommendation 7: Automatic triggers should be employed

One of the big problems associated with a rate cap regime is that it comes with steep political costs. This explains why most councils are reticent to indicate intent to apply for an SRV in election years. The problem with delaying SRVs is that a council may fail financially in the interim and it also tends to mean that increases need to be higher to make up for missed rate revenue for the year(s) deferred.

Political costs could be reduced substantially by making SRVs mandatory when certain triggers are met. This would mean that the community would perceive the SRV as an act required for fiscal prudence rather than political choice. It would also mean that the rate cap regime would not add further to NSW’s already deplorable record of local government financial failures (Drew *et al.*, 2021).

Triggers should include standard ratios already in use, but would require the NSW Office of Local Government (OLG) to employ more reasonable benchmarks based on evidence (rather than apparently arbitrary numbers). In particular, the following ratios present as excellent candidates:

Operating ratio (over *three* years)

Unrestricted current ratio (with a more appropriate benchmark)

Debt ratio (with a more suitable benchmark)

Cash expense ratio (using a more appropriate benchmark)

Rates outstanding (currently there is no benchmark and it should be noted that a ceiling, rather than a floor, would be most appropriate here to protect ratepayers).

We have specifically excluded the asset maintenance ratios because they are too unreliable at present and may encourage an exacerbation of already high levels of distortion to these numbers.

Regulators might also consider introducing a trigger whereby a certain turnover in councillors, following elections, would establish a presumption that a new rating policy should be constructed³ (which might involve the submission of a SRV). This would be consistent with calls for greater political accountability with respect to municipal finance.

In addition, given the extreme fiscal distress currently experienced by amalgamated councils as a result of the disastrous *Fit for the Future* program (see Drew *et al.*, 2021), it should be considered essential that all amalgamated councils submit an SRV application as a matter of urgency.

Recommendation 8: The burden of proof should rest with the assessing panel or those who object to the proposed SRV to find good reasons for why it should be rejected or reduced.

Because SRV applications are publicly available, and should also be based on thorough and robust proof of need according to extant criteria, the burden of proof should rest with the SRV assessment panel or those who object to the proposal to provide compelling reasons for why the SRV should be rejected or reduced. This is especially the case when councils have availed themselves of suitably qualified experts to assist in the preparation of the SRV and have provided robust empirical and theoretical evidence to support their claims.

Essentially reversing the burden of proof in the way that we suggest would more appropriately respect the efforts of council staff and the deliberations of politically accountable councillors.

³ A new rating policy might result in a reduction in total tax take, different categories, changes to minimum and base rates, and hence greater distributive justice (Drew, 2021).

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16 QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN

Nil

17 PETITIONS

Nil

DRAFT

18 CLOSED SESSION

DRAFT

RECOMMENDATION

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 10A(2) of the Local Government Act 1993:

18.1 Rates and Charges Donations - 2021/22

This matter is considered to be confidential under Section 10A(2)b of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with discussion in relation to the personal hardship of a resident or ratepayer.

18.2 Rates Assessment Number 1049216 - Write off of Outstanding Rates and Interest

This matter is considered to be confidential under Section 10A(2)a of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with personnel matters concerning particular individuals (other than councillors).

18.3 Tendering - Regional Contract for the Supply and Delivery of Bulk Fuel (JROC)

This matter is considered to be confidential under Section 10A(2)c and diii of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and information that would, if disclosed, reveal a trade secret.

18.4 Visitor Information Centre - Construction Tender

This matter is considered to be confidential under Section 10A(2)c and di of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

18.5 Tottenham Caravan Park Management Option and Enhancement

This matter is considered to be confidential under Section 10A(2)c and di of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

18.6 Condobolin and District Historical Museum - Extension to Museum and Display Enhancements Project

This matter is considered to be confidential under Section 10A(2)c and di of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

18.7 Tender Assessment - CNSWJO Supply of Linemarking Services

This matter is considered to be confidential under Section 10A(2)di of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

18.8 Electricity Procurement - CNSWJO tender

This matter is considered to be confidential under Section 10A(2)c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

18.9 Sunrise Mine Project - Consent issued under s.138 of the Roads Act 1993 (NSW) for Sunrise Mine Project Water Pipeline.

This matter is considered to be confidential under Section 10A(2)c and di of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

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