

ORDINARY MEETING

WEDNESDAY 16 FEBRUARY 2011

The logo for the Mid-Western Regional Council features three overlapping, curved lines in green, orange, and yellow. Below these lines, the text "Mid-Western" is written in a large, bold, black sans-serif font, and "REGIONAL COUNCIL" is written in a smaller, black sans-serif font below it. A blue curved line is positioned at the bottom of the logo.

Mid-Western
REGIONAL COUNCIL



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Wednesday 9 February 2011

Dear Councillor

MEETING NOTICE

ORDINARY MEETING
WEDNESDAY 16 FEBRUARY 2011

OPEN DAY AT 5.30 PM
COUNCIL MEETING COMMENCING AT CONCLUSION OF OPEN DAY

Notice is hereby given that the above meeting of Mid-Western Regional Council will be held in the Council Chambers, 86 Market Street, Mudgee at the time and date indicated above to deal with the business as listed on the Meeting Agenda.

Members of the public may address the Committee Meeting at Open Day. Speakers are given 5 minutes to outline any issue of relevance to the Council. If you wish to speak at Open Day please contact the Mayor's Office on 1300 765 002 or 02 6378 2850 by 3.00 pm on the day of the meeting. Alternatively, please make yourself known to the Manager Governance prior to the commencement of the meeting.

Yours faithfully

A handwritten signature in black ink, appearing to read "Warwick Bennett", written in a cursive style.

WARWICK BENNETT
GENERAL MANAGER

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ITEM 1: APOLOGIES

ITEM 2: CONFIRMATION OF MINUTES

2.1 MINUTES OF ORDINARY MEETING HELD ON 15 DECEMBER 2010

COUNCIL DECISION:

That the Minutes of the Ordinary Meeting held on 15 December 2010 Minute Nos 340/10 to 372/10 be taken as read and confirmed.

The Minutes of the Ordinary Meeting are attached:

MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD AT THE COUNCIL CHAMBERS, 86 MARKET STREET, MUDGEE ON WEDNESDAY 15 DECEMBER 2010, COMMENCING AT 6.08 PM AND CONCLUDING AT 7.45 PM.

Present: Cr D Kennedy (Mayor), Cr R Holden, Cr E Lang, Cr EE Martens (AM), Cr PA Shelley, Cr JP Thompson, Cr MB Walker, Cr JK Weatherley, Cr JR Webb.

In Attendance: General Manager (W Bennett), Group Manager Assets (M Looney), Group Manager Mid-Western Operations (B Cam), Group Manager Community and Corporate Services (D Grant), Group Manager Planning and Development (C Van Laeren), Group Manager Finance (C Phelan), Manager Governance (I Roberts), Media Officer (E De Long).

Media Representatives: Mudgee Guardian / The Weekly (R Murray), Radio 2MG (M Rock).

ITEM 1: APOLOGIES

There were no apologies.

ITEM 2: CONFIRMATION OF MINUTES

340/10 **MOTION:** Shelley / Lang

That the Minutes of the Ordinary Meeting held on 17 November 2010 (Minute Nos. 306/10 to 339/10) be taken as read and confirmed.

The motion was put and carried.

ITEM 3: DISCLOSURES OF INTEREST

Councillor Martens declared a pecuniary interest in Item 6.2.7 because of the changes to the Draft LEP as a result of the Section 62 consultation which now enables the subdivision of prime crop and pasture land (Class 1, 2 & 3 land) which includes land in her ownership.

Cr Martens declared an pecuniary interest in item 6.2.11 because land that she owns will be included in the Inglenook Coal project.

Councillor Holden declared a non pecuniary interest in Item 5.2 of the report of the Finance and Corporate Services Committee in respect of the request from the Mudgee Civilian Rifle and Small Bore Club for a rate refund as their land borders his property.

ITEM 4: MAYORAL MINUTE

There was no Mayoral Minute.

ITEM 5: REPORTS FROM COMMITTEESPLANNING AND DEVELOPMENT COMMITTEE

341/10

MOTION: Webb / Weatherley**That:**

1. the matters resolved at the Planning and Development Committee meeting held on 1 December 2010 be received and confirmed;
2. the recommendations from the Planning and Development Committee meeting held on 1 December 2010 in respect of the following items be adopted:
 - DA0123/2011 – demolition of dwelling and attached warehouse premises and remediation – 69A-73 Mortimer Street, Mudgee

The motion was put and carried.

ASSETS COMMITTEE

342/10

MOTION: Lang / Holden**That:**

1. the matters resolved at the Assets Committee meeting held on 1 December 2010 be received and confirmed;
2. the recommendations from the Assets Committee meeting held on 1 December 2010 in respect of the following items be adopted:
 - 2010 Road Asset Management Plan
 - Acquisition of Land Policy
 - Review of Asset Management Policy

- Pathways Policy Review
- Grids and Gates Policy Review
- Kandos Fire Station Lease
- Mudgee Waste Facility
- S94 Drainage Plan – Southwest Mudgee
- Sign Inspection and Replacement Policy
- Tree Removal and Pruning Public Places

The motion was put and carried.

CULTURAL AND COMMUNITY SERVICES COMMITTEE

343/10 **MOTION:** Webb / Holden

That:

1. the matters resolved at the Cultural and Community Services Committee meeting held on 1 December 2010 be received and confirmed.
2. the recommendations from the Cultural and Community Services Committee meeting held on 1 December 2010 in respect of the following items be adopted:
 - Upgrade to units at Walter Street, Gulgong and Dension Street, Mudgee

The motion was put and carried.

FINANCE AND CORPORATE COMMITTEE

Councillor Holden declared a non pecuniary interest in Item 5.2 in respect of the request from the Mudgee Civilian Rifle and Small Bore Club for a rate refund as their land borders his property, left the meeting at 6.12 pm and did not participate in discussions or vote in relation to this matter.

344/10 **MOTION:** Lang / Weatherley

That:

1. the matters resolved at the Finance and Corporate Committee meeting held on 1 December 2010 be received and confirmed;
2. the recommendations from the Finance and Corporate Committee meeting held on 1 December 2010 in respect of the following items be adopted:
 - Policy Review – Finance
 - Financial Assistance – Tier 2 Application

The motion was put and carried.

Councillor Holden returned to the meeting at 6.13 pm.

URGENT BUSINESS WITHOUT NOTICE

345/10

MOTION: Holden / Martens

That:

1. the matters resolved in Urgent Business Without Notice held on 1 December 2010 be received and confirmed;
2. the recommendations from Urgent Business Without Notice held on 1 December 2010 in respect of the following items be adopted:
 - Pedestrian Safety outside the PCYC in Market Street, Mudgee

*The motion was put and carried.*ITEM 6: GENERAL BUSINESS6.1 NOTICES OF MOTION6.1.1 MANAGEMENT OF REDBANK CREEK DAM

A0100035, A0100051, F0710006, F0710004

346/10

MOTION: Thompson / Lang

That Mid-Western Regional Council advise the Minister for Water, the Hon Phillip Costa, that, due to the private property damage caused by flooding in the recent heavy rain which was in part as a consequence of the direction of the State Government for Council to create a hole in the dam wall, we will cease management of Redbank Creek Dam from 1 January 2011.

AMENDMENT: Shelley / Webb

That the matter of relinquishing of the ownership of Redbank Creek Dam be deferred until the February 2011 meeting of Council at which stage legal advice will be available.

*The amendment was put and lost. The motion was put and carried.*6.1.2 TRUSTEESHIP OF MUDGEES SHOWGROUND

A0100035, A0100051, P0210966

MOTION: Thompson / Martens

That Council relinquish their trusteeship of the Mudgee showground and request the Minister for Lands to appoint a community trust.

347/10

AMENDMENT: Holden/Webb

That Council note the letter from the Land & Property Management Authority that it will not relinquish ownership of the Mudgee Showground and that it should remain in public ownership and be used for a Showgrounds in the long term..

The amendment was put and carried and on being put as the motion was again carried.

6.2 REPORTS TO COUNCIL

6.2.1 DEVELOPMENT APPLICATION 0082/2011 SUBDIVISION FOR THE PURPOSE OF DWELLINGS

A0100051, P1651662

348/10

MOTION: Walker / Weatherley

- A. That Council resolve that the following land, Lots 2 DP1000108, Lots 6,9, 11 DP 755449 is not Prime Crop and Pasture Land for the purposes of Clause 13 of Rylstone Local Environmental Plan 1996.
- B. That Development Application 0082/2011 for subdivision for the purpose a dwellings be approved subject to the following conditions:

PRIOR TO THE ISSUE OF THE SUBDIVISION CERTIFICATE

- 1. A linen plan and two (2) copies are to be submitted to Council for approval and endorsement by the General Manager.
- 2. Under the Environmental Planning & Assessment Act, 1979, a Subdivision Certificate is required before the linen plan of subdivision can be registered with the Land Titles Office.

NOTE: Council's fee to issue a Subdivision Certificate is set out in Council's fees and charges and for this development is \$140 at the date of determination.

- 3. The construction of an all-weather vehicle access to the development, in accordance with the following minimum guidelines:
 - (i) a gate or stock grid (if applicable) set back a minimum distance of fifteen (15) metres from edge of the traffic lane of the public road;
 - (ii) a minimum 4.0 metre wide compacted gravel driveway, extending from the edge of pavement on the public road to the entrance gate or stock grid;
 - (iii) a minimum 150mm thick, 4.0 metre wide concrete dish drain or 375mm diameter reinforced concrete pipe culvert with headwalls, located outside the clear zone, having the table drain directed through it.
 - (iv) the access shall be located such that adequate sight distances are achieved, as specified in the Austroads publication 'Intersections at Grade'.
- 4. In accordance with the provisions of Section 94 of the Environmental Planning and Assessment Act 1979 and the Mid-Western Regional Council Section 94 Development Contributions Plan, a levy shall be paid to Council in accordance with this condition for the purpose of:

Traffic Management, Road Works, Open Space, Community Facilities and Plan Administration.

The levy is: \$3560.20 based on one additional lot.

DESIGN AND CONSTRUCTION

The intent of measures is that buildings are designed and constructed to withstand the potential impacts of bush fire attack. To achieve this, the following conditions shall apply:

- The development proposal is to comply with the layout identified on the drawing prepared by R J Crooks & Associates, number: G475MU, REV 1, dated 08/09/2010.

GENERAL ADVICE

- This approval is for the subdivision of the land only. Any further development application for class 1,2 & 3 buildings as identified by the 'Building Code of Australia' must be subject to separate application under section 79BA of the EP & A Act and address the requirements of 'Planning for Bush Fire Protection 2006'.

The motion was put and carried with Councillors voting as follows:

Councillors	Ayes	Nayes
<i>Cr Holden</i>	✓	
<i>Cr Kennedy</i>	✓	
<i>Cr Lang</i>	✓	
<i>Cr Martens</i>		✓
<i>Cr Shelley</i>	✓	
<i>Cr Thompson</i>	✓	
<i>Cr Walker</i>	✓	
<i>Cr Weatherley</i>	✓	
<i>Cr Webb</i>		✓

6.2.2 PARTIAL DEMOLITION OF THE GOAT / SHEEP PAVILION COMPLEX, THE DEMOLITION OF THE CANTEEN (OLD BAR) AND THE MAIN PAVILION AND THE CONSTRUCTION OF A MULTI-FUNCTION PAVILION AT THE MUDGEE SHOWGROUND 11-25 NICHOLSON STREET MUDGEE LOTS 1, 2 & 3 SEC 66 DP 758721

A0100051, P0210966

349/10

MOTION: Webb / Shelley

That development application 0147/2011 for the partial demolition of the goat / sheep pavilion complex, the demolition of the canteen (old bar) and the main pavilion and construction of a multi-function pavilion be approved subject to the following conditions:

CONDITIONS

APPROVED PLANS

- Development is to be carried out generally in accordance with application received by Council on 10 November 2010 except as

varied by the conditions listed herein. Any minor modification to the approved plans will require the lodgement and consideration by Council of amended plans. Major modifications will require the lodgement of a new development application.

GENERAL

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

2. Details of all proposed external finishes shall be submitted to and approved by Council's Planning and Development Department in consultation with Council's Heritage Advisor for approval prior to the issue of the construction certificate.
3. That where-ever possible key architectural elements of the existing Main Pavilion be salvaged for re-use within the structure of the new Main Pavilion and where not possible that these elements be incorporated into the design by direct copy.
4. That a detailed archival photographic record be made of all demolished buildings in accordance with NSW Heritage Office guidelines prior to the commencement of demolition works. All salvaged materials are to be stored in such a manner that will ensure that their structural integrity is not compromised.
5. Demolition of the existing main pavilion shall not commence until after an occupation certificate has been issued for the new pavilion.
6. In accordance with the provisions of section 94 of the *Environmental Planning and Assessment Act 1979* and the Mid-Western Regional Council Section 94A Development Contributions Plan, a levy of 1% of the cost of carrying out the development shall be paid to Council prior to issue of the Construction Certificate.

The levy is: \$7,300.00 based on the estimated cost of development of \$730 000.00.

7. The construction of an all-weather vehicle access to the development, in accordance with the following minimum guidelines:
 - (i) a gate or stock grid (if applicable) set back a minimum distance of fifteen (15) metres from edge of the traffic lane of the public road;
 - (ii) a minimum 4.0 metre wide compacted gravel driveway, extending from the edge of pavement on the public road to the entrance gate or stock grid;
 - (iii) a minimum 150mm thick, 4.0 metre wide concrete dish drain or 375mm diameter reinforced concrete pipe culvert

- with headwalls, located outside the clear zone, having the table drain directed through it.
- (iv) the access shall be located such that adequate sight distances are achieved, as specified in the Austroads publication 'Intersections at Grade'.

BUILDING CONSTRUCTION

These conditions are provided to ensure that adequate standards are being observed during the construction phase of the development.

8. All building work must be carried out in accordance with the provisions of the Building Code of Australia and the adopted Australian Standards referenced in the Building Code of Australia
9. The proposed development is to be carried out strictly in accordance with the details set out on the submitted plans and on the Application form, except as otherwise provided by the conditions of this consent.
10. All mandatory inspections required by the Environmental Planning and Assessment Act and any other inspections deemed necessary by the Principal Certifying Authority being carried out during the relevant stages of construction.
11. A sign shall be erected in a prominent position on the premises on which the erection or demolition of a building is being carried out showing:
 - (a) the name, address and telephone number of the principal certifying authority for the work, and
 - (b) stating that unauthorised entry to the premises is prohibited,and
 - (c) showing the name of the builder or other person in control of the premises and a telephone number at which the builder or other person may be contacted outside working hours. The sign shall be removed when the erection or demolition of the building has been completed
12. The building shall not be used or occupied until either an occupation certificate or an interim occupation certificate has been issued by the principal certifying authority.
13. All plumbing and drainage work must be carried out by a licensed plumber and drainer and must comply with the requirements of AS 3500 (National Plumbing & Drainage Code) and the NSW Code of Practice - Plumbing & Drainage.
14. There is to be no interference with the amenity of the neighbourhood by reason of the emission of any "offensive noise", vibration, smell, fumes, smoke, vapour, steam, soot, ash, or dust or otherwise as a result of the proposed development.

15. Any liquid wastes from the premises, other than stormwater, being discharged to the sewers under control of Mid-Western Regional Council is done so in accordance with Council's requirements.
16. The site must be provided with a waste enclosure (minimum 1800mm x 1800mm x 1200mm high) that has a lid or secure covering for the duration of the construction works to ensure that all wastes are contained on site. The enclosure is to be emptied periodically to reduce the potential for rubbish to be blown from the site.
17. The Council encourages the separation and recycling of suitable materials.
18. Guttering and downpiping shall be provided and connected to the existing rainwater drains.
19. Application may be made to Council or to an Accredited Certifier for the issue of a Construction Certificate and/or to be the Principal Certifying Authority monitoring compliance with the approval and issuing any relevant documentary evidence or certificate(s).
20. Prior to the commencement of any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 (the Act) are to be complied with:
21. A Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act.
22. A Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act..
23. Council is to be given at least 2 days notice of the date intended for commencement of building works, in accordance with Section 81A(2)(c) of the Act.
24. The proposed method(s) of compliance with the Building Code of Australia are to be clarified by documentation to be submitted with a Construction Certificate Application. In this regard, it appears that the Development Application plans to not comply with the following deemed-to-satisfy provisions of the BCA
 - (a) Section D – Access and Egress
 - (b) Section E – Services and Equipment
 - (c) Section F – Health and Amenity
 - (d) Section J – Energy Efficiency
25. Construction Certificate application must include full structural details, including details of the proposed reinforced strip footings and piers prepared in accordance with the determined soil classification and certified by a practising Professional Structural Engineer or prepared in accordance with the requirements of AS 2870 "Residential Slabs & Footings Code".

The motion was put and carried with Councillors voting as follows:

Councillors	Ayes	Nayes
<i>Cr Holden</i>	✓	
<i>Cr Kennedy</i>	✓	
<i>Cr Lang</i>	✓	
<i>Cr Martens</i>		✓
<i>Cr Shelley</i>	✓	
<i>Cr Thompson</i>		✓
<i>Cr Walker</i>	✓	
<i>Cr Weatherley</i>	✓	
<i>Cr Webb</i>	✓	

**6.2.3 DEVELOPMENT APPLICATIONS SOUGHT FOR DETERMINATION
UNDER EXTENSION OF DELEGATIONS**

A0100051, P0550911, P08949111, P2087961

350/10

MOTION: Holden / Shelley

That Council resolve that the following Development Applications be determined under normal staff delegation:

- DA 0165/2011 - Concrete Batching Plant – 10 Toole Rd, Ulan – Mudgee Mini Mix
- DA (future) – Concrete Batching Plant – 10 Toole Rd, Ulan – Swords Contracting
- DA 0137/2011 – Boundary adjustment of rural land – 797 Spring Flat Road, Spring Flat – G. McGilvray
- DA 0168/2011 – Install transportable classroom building – All Hallows School, Gulgong

The motion was put and carried with Councillors voting as follows:

Councillors	Ayes	Nayes
<i>Cr Holden</i>	✓	
<i>Cr Kennedy</i>	✓	
<i>Cr Lang</i>	✓	
<i>Cr Martens</i>		✓
<i>Cr Shelley</i>	✓	
<i>Cr Thompson</i>		✓
<i>Cr Walker</i>	✓	
<i>Cr Weatherley</i>	✓	
<i>Cr Webb</i>	✓	

**6.2.4 50:50 VISION – COUNCILS FOR GENDER EQUITY PROGRAM:
NATIONAL AWARDS AND ACCREDITATION FOR LOCAL
GOVERNMENT**

A0100051, A0110013

351/10

MOTION: Walker / Martens

That:

1. the report from the General Manager on 50:50 vision – councils for gender equity program national awards and accreditation for local government be received;
2. Council endorse its commitment to address gender equity issues by:
 - working towards increasing the representation of women in local government, both as elected members and senior managers and professionals
 - undertaking ongoing reviews of policies and practices to remove barriers to women’s participation
 - engendering safe, supportive working and decision-making environments that encourage and value a wide range of views

The motion was put and carried.

6.2.5 MONTHLY STATEMENT OF MID-WESTERN REGIONAL COUNCIL
BANK BALANCES AND INVESTMENTS AS AT 30 NOVEMBER
2010

A0100051, A0140304

352/10

MOTION: Shelley / Lang

That Council receive the investment report as at 30 November 2010 and note the certification by the Responsible Accounting Officer.

The motion was put and carried.

6.2.6 COMMUNITY STRATEGIC PLAN – DISCUSSION PAPER

A0100051, A0420212

353/10

MOTION: Walker / Lang

That Council endorse the discussion paper for the community strategic planning process, entitled “Towards 2030”

The motion was put and carried.

6.2.7 MID-WESTERN REGIONAL DRAFT LOCAL ENVIRONMENTAL
PLAN 2011

A0100051, A0420220

Councillor Martens declared a pecuniary interest because of the changes to the Draft LEP as a result of the Section 62 consultation which now enables the subdivision of prime crop and pasture land (Class 1, 2 & 3 land) which includes land in her ownership, left the meeting at 6.56 pm and did not participate in discussions or vote in relation to this matter.

354/10

MOTION: Shelley / Webb**That:**

1. clause 4.2C of the Draft Mid-Western Local Environmental Plan 2011 be amended in relation to the erection of a dwelling on land within 500m of a Village Zone to insert the sub-clause as follows;

“4.2C (3)(f) on an existing lot located partly or wholly within 500m of a RU5 Village Zone that has an area of not less than 5ha, and provision is made for the lot to have a tar sealed road frontage and that the lot is connected to the sealed road network, or”
2. Council request the Department of Planning to issue a Section 65 Certificate to enable the public exhibition of the Draft Plan;
3. upon the issue of a Section 65 certificate that does not require material changes to the Draft Plan, that the Plan be placed on exhibition for a minimum of 28 days in accordance with the requirements of the Environmental Planning and Assessment Act 1979;
4. upon conclusion of the exhibition of the Draft Plan a report be presented to Council for consideration of submissions.

AMENDMENT: Thompson /

That consideration of this matter be deferred to allow resolution of the Rayner and Quinn rezoning and Councillor Martens' exemption application regarding the ability to subdivide prime crop and pasture land be approved by the Minister of Local Government..

AMENDMENT: Thompson /

That because some Councillors are alienated from the decision making on rural matters, Council write to the Minister of Planning seeking the appointment of a Planning Administrator.

The first amendment lapsed for want of a seconder. The second amendment lapsed for want of a seconder. The motion was put and carried with Councillors voting as follows:

Councillors	Ayes	Nayes
<i>Cr Holden</i>	✓	
<i>Cr Kennedy</i>	✓	
<i>Cr Lang</i>	✓	
<i>Cr Shelley</i>	✓	
<i>Cr Thompson</i>		✓
<i>Cr Walker</i>	✓	
<i>Cr Weatherley</i>	✓	
<i>Cr Webb</i>	✓	

Councillor Martens returned to the meeting at 7.04 pm.

6.2.8 ECONOMIC DEVELOPMENT REPORT – NOVEMBER 2010

A0100051, A0820020

355/10

MOTION: Martens / Weatherley

That the update report from the Economic Development Officer be noted for information.

The motion was put and carried.

6.2.9 ELECTRICITY CONTRACT – SMALL SITES

A0100051, A0370001

356/10

MOTION: Webb / Martens

That:

1. because of extenuating circumstance being that:
 - a. there is a volatile market for the supply of electricity;
 - b. it is necessary to be able to request prices, evaluate offers and decide quickly to enable Council to achieve the most advantageous price; and
 - c. the tender process has an inherent delay both as to its period for advertising and evaluation for report to Council, with such delay likely to cause hedge prices to be included within any offer which will operate as a premium on top of available electricity prices and it is a premium which is generated only by the tender process;

a satisfactory result would not be achieved by inviting tenders for the provision of electrical supply for smaller sites (Mass Market) and hence the General Manager and Mayor be authorised to accept the best price available, provided that such price is better than that currently offered by Country Energy;
2. the Common Seal of Council be affixed to all necessary documentation;
3. staff report back to Council on the outcome of this process.

The motion was put and carried.

6.2.10 INFORMATION AND DIRECTIONAL SIGNAGE POLICY

A0100051, A0100021

357/10

MOTION: Shelley / Lang

That Council adopt the amended Information and Directional Signage Policy.

The motion was put and carried.

6.2.11 INGLENOOK EXPLORATION COMMUNITY LIAISON COMMITTEE

A0100051, A0100006

Councillor Martens declared a non pecuniary interest as she owns land within the area covered by the exploration licence, left the meeting at 7.05 pm and did not participate in discussions or vote in relation to this matter.

358/10

MOTION: Lang / Shelley

That:

1. the report from the General Manager on the Inglenook Exploration Community Liaison Committee be received;
2. Council participates in the Inglenook Exploration Community Liaison Committee with Cr John Webb appointed as Council's delegate and Councillor Russell Holden as its alternate delegate to the Committee.

AMENDMENT: Thompson / Walker

That consideration of this matter be deferred to ascertain whether Councillor Martens can be a Council representative.

The amendment was put and lost. The motion was put and carried.

Cr Martens returned to the meeting at 7.08pm

6.2.12 FINANCIAL ASSISTANCE – RYLSTONE-KANDOS INNER WHEEL INC

A0100051, A0140201

359/10

MOTION: Walker / Shelley

That:

1. the report from the General Manager on financial assistance for the Rylstone-Kandos Inner Wheel Inc be received;
2. Council makes a grant of \$200.00 to the Rylstone-Kandos Inner Wheel Inc, to be funded from the following councillors' discretionary funds:
 - Cr Martens \$100.00
 - Cr Shelley \$100.00
3. Council makes a grant of \$250.00 to the Kandos Pensioners from Councillor Martens discretionary vote.
4. Council makes a grant of \$250.00 to the Rylstone Seniors Planning Function from Councillor Martens discretionary vote.

The motion was put and carried.

6.2.13 INTERNAL AUDIT COMMITTEE – DECEMBER 2010

A0100051, A0100048

360/10

MOTION: Walker / Holden

That:

1. the Internal Audit Committee minutes of 4 November 2010 be noted;

2. the Internal Audit Charter and the Audit Committee Charter adopted by the Central Tablelands Alliance Internal Audit Committee be endorsed.

The motion was put and carried.

6.2.14 LEASING POLICY

A0100051, A0010008

361/10

MOTION: Shelley / Walker

That Council:

1. rescind the Road Leasing Policy;
2. adopt the Leasing of Council Property policy.

The motion was put and carried.

6.2.15 LOCAL TRAFFIC COMMITTEE – NOVEMBER 2010

A0100051, A0100009

362/10

MOTION: Shelley / Lang

That:

1. this report be noted;
2. the event – “Christmas in Mudgee Street Carnival”, 18 December 2010” – be classified as a Class 2 Event under the “Guide to Traffic and Transport Management for Special Events Version 3.4” and proceeds with the following conditions:
 - a. A Special Events Transport Management Plan (TMP), is to be prepared in accordance with the Guide to Traffic and Transport Management for Special Events Version 3.4 and submitted to and approved by Council prior to the event;
 - b. Events are to be undertaken in accordance with the requirements of the NSW Police Force with their approval documentation forwarded to Council for notation;
 - c. Controlling noise as required by the *Protection of The Environment Operations (Noise Control) Regulation 2000*;
 - d. Reimbursing Council for the cost of damage repairs;
 - e. Complying with Council's Law Enforcement Officers' reasonable directives;
 - f. Maintain areas in a clean and tidy condition. No obstructions are to be left on the roadways or footpaths;
 - g. A Traffic Control Plan (TCP), certified by a person with a "Worksite Traffic Control Certificate" be included in the TMP;
 - h. Any person directing traffic on a public road is required to possess an appropriate traffic controller's certificate;
 - i. Council must be provided with a current copy of a public liability insurance policy in the amount of at least \$10 million. Such a policy is to note that Council is indemnified against any possible action as the result of the event;
 - j. The event convener is to notify all affected businesses and residents adjacent to the proposed closure indicating the

period during which their accesses will be affected. Such notification is to be in writing;

- k. Maintain a four-metre wide emergency vehicle lane;
- l. Advertise the proposed event in local newspapers with relevant information at least 2 weeks prior to the date; and
- m. The organiser is to have a debrief with Council and Police with all traffic control documentation and controls tabled for review.

The motion was put and carried.

6.2.16 ASSOCIATION OF MINING RELATED COUNCILS – ANNUAL
GENERAL MEETING, NOVEMBER 2010

A0100051, A0100006

363/10 **MOTION:** Holden / Lang

That the minutes from the Association of Mining Related Councils Annual General Meeting held on 20 November 2010 be noted.

The motion was put and carried.

6.2.17 MUDGE SEWERAGE AUGMENTATION

A0100051, F0740001

364/10 **MOTION:** Walker / Weatherley

That Council authorises varying the Mudgee Sewerage Augmentation – Supply, Construction, Pressure Testing and Associated Works (Contract No. 0901708) to include construction of an additional 555m of 500mm diameter DICL pipeline for the sum of \$213,520 (GST inclusive).

The motion was put and carried.

6.2.18 GOVERNANCE POLICIES

A0100051, A0100021

365/10 **MOTION:** Walker / Lang

That Council:

1. **adopt the following revised policies:**
 - **Complaints**
 - **Gifts and Benefits**
 - **Internal Reporting (Protected Disclosures) Act 1994;**
2. **confirm the existing Statement of Business Ethics.**

The motion was put and carried.

6.2.19 REDBANK CREEK DAM

A0100051, F0710006

366/10 **MOTION:** Holden / Shelley

That this report be removed from the business paper.

The motion was put and carried.

6.2.20 SHIRES ASSOCIATION SPECIAL CONFERENCE

A0100051, A0110033

367/10

MOTION: Shelley / Lang

That:

1. the report from the General Manager on the Shires Association Special Conference be received;
2. no representatives from Mid-Western Regional Council attend the Shires Association Special Conference.

The motion was put and carried.

6.2.21 NOXIOUS WEEDS CONTROL ADVISORY COMMITTEE –
NOVEMBER 2010

A0100051, A0130077

368/10

MOTION: Shelley / Walker

That:

1. the minutes of the Noxious Weeds Control Advisory Committee held on 18 November 2010 be noted;
2. Council lobby all state political parties for an increase in funding to assist in noxious weed control;
3. the Weeds Management Plan be adopted.

The motion was put and carried.

6.2.22 FLOOD DAMAGE IN THE MID-WESTERN REGION

A0100051, A0149934

369/10

MOTION: Holden / Lang

That:

1. the report from the General Manager on flood damage in the Mid-Western Region be received;
2. Council allocate \$2,000,000 to flood damage repairs in the 2010/11 budget and that the General Manager report in the December 2010 quarterly review how this work will be funded from existing budget allocations.

The motion was put and carried.

ITEM 7: URGENT BUSINESS WITHOUT NOTICE

There was no urgent business without notice.

ITEM 8: CONFIDENTIAL SESSION370/10 **MOTION:** Holden / Lang

That pursuant to the provisions of Section 10 of the Local Government Act, 1993, the meeting be closed to the public.

Following the motion to close the meeting being moved and seconded, the Manager Governance announced that the following matters would be considered in confidential session and the reason why it was being dealt with in this way.

Subject: *Proposed sale of land to recover unpaid rates and charges – Property 864 Mahon*

The reason for dealing with this report confidentially is that it relates to the personal hardship of any resident or ratepayer in accordance with Section 10A(2)(b) of the Local Government Act, 1993.

Subject: *Corporate Savings*

The reason for dealing with this report confidentially is that it relates to personnel matters concerning particular individuals in accordance with Section 10A(2)(a) of the Local Government Act, 1993.

Following an enquiry from the Mayor, the Manager Governance advised that there were no written representations in respect of these matters and that no person in the gallery wished to make verbal representations.

The motion was put and carried.

8.1 PROPOSED SALE OF LAND TO RECOVER OVERDUE RATES AND CHARGES – PROPERTY 864 MAHON
A0100051, A0340011, A0340044, P0086411

371/10 **MOTION:** Walker / Lang

That Council include property number 864 being Lot 6 Sec 14 DP 39042, in the sale of land for unpaid rates to be held 26 March 2011, in accordance with the sale conditions set out in Council Minute 296/10.

The motion was put and carried.

8.2 PROPOSED CORPORATE SAVINGS
A0100051

372/10 **MOTION:** Weatherley /Shelley

That:

1. the report from the General Manager on corporate savings be received;
2. Council approves the direction and the staff structure set out in the General Manager's report and approves the General Manager to commence implementation of the proposed staff restructure subject to the following changes:-

- the title Group Manager be retained
- the Planning and Community Services Department be renamed Regulatory and Community Services Department.

AMENDMENT Webb/Holden

1. the report from the General Manager on corporate savings be received;
2. Council approves the direction and the staff structure set out in the General Manager's report and approves the General Manager to commence implementation of the proposed staff restructure subject to the following changes:-
 - the title Group Manager be retained

AMENDMENT Thompson / Martens

1. the report from the General Manager on corporate savings be received;
2. Council approves the direction and the staff structure set out in the General Manager's report and approves the General Manager to commence implementation of the proposed staff restructure subject to the following changes:-
 - the title Group Manager be retained
 - the Planning and Community Services Department be rename Regulatory and Community Services Department.
3. the Group Managers positions be advertised.

The first amendment was put and lost. The second amendment was put and lost. The motion was put and carried.

ITEM 9: OPEN COUNCIL

The General Manager announced the decisions taken in Confidential Session.

CLOSURE

There being no further business the meeting concluded at 7.45 pm.

2.2 MINUTES OF EXTRAORDINARY MEETING HELD ON 19 JANUARY 2011**COUNCIL DECISION:**

That the Minutes of the Extraordinary Meeting held on 19 January 2011 Minute Nos 01/11 to 07/11 be taken as read and confirmed.

The Minutes of the Extraordinary Meeting are attached:

MINUTES OF THE EXTRAORDINARY MEETING OF COUNCIL HELD AT THE COUNCIL CHAMBERS, 86 MARKET STREET, MUDGEE ON WEDNESDAY 19 JANUARY 2011, COMMENCING AT 5.11pm AND CONCLUDING AT 5.58pm.

Present: Cr D Kennedy (Mayor), Cr R Holden, Cr E Lang, Cr EE Martens
Cr PA Shelley, Cr JP Thompson, Cr MB Walker, Cr JK Weatherley,
Cr JR Webb.

In Attendance: General Manager (W Bennett), Group Manager Mid-Western Operations (B Cam), Acting Group Manager Regulatory and Community Services (E Densely), Group Manager Finance and Administration (C Phelan), Media Officer (E DeLong), Senior Environment Officer (L Shreeve).

Media Representatives: Mudgee Guardian / The Weekly (Robyn Murray), Radio 2MG (Mal Rock).

ITEM 1: DISCLOSURES OF INTEREST

There were no disclosures of interest.

ITEM 2: MAYORAL MINUTE

There was no Mayoral Minute.

ITEM 3: GENERAL BUSINESS**4.1 PRESENTATION ON COAL MINING IN THE MID-WESTERN REGION BY THE ECONOMIC DEVELOPMENT OFFICER**

A0100052

This item was withdrawn from the agenda.

4.2 COAL MINING IN THE BYLONG VALLEY AND THE DIRECTOR GENERAL'S REQUIREMENTS – MT PENNY COAL

A0100052, A0420223

01/11 **MOTION:** Holden / Webb

That the report by the General Manager on the Director General's Requirements for Mt Penny Coal be received.

The motion was put and carried.

02/11 **MOTION:** Shelley / Holden

That Council endorse the submission to the Department of Planning Director General's Requirements, including the covering letter, as amended by discussions during the meeting.

The motion was put and carried.

03/11 **MOTION:** Shelley / Holden

That Council seeks from the NSW Government a moratorium on mining exploration licences and mining licence approvals in the Bylong Valley area including the Coggan Valley until detailed studies on the cumulative effect of mining can be established in the Mid-Western Regional Council area.

AMENDMENT: Thompson / Walker

That Council seeks from the NSW Government a review on mining exploration licences and mining licence approvals until detailed studies on the cumulative effect of mining can be established in the Mid Western Regional Council area.

A division was called.

The amendment was put and lost. The motion was put and carried with Councillors voting as follows:

Councillors	Ayes	Nayes
<i>Cr Kennedy</i>	√	
<i>Cr Holden</i>	√	
<i>Cr Lang</i>	√	
<i>Cr Martens</i>	√	
<i>Cr Shelley</i>	√	
<i>Cr Thompson</i>		√
<i>Cr Walker</i>		√
<i>Cr Weatherley</i>	√	
<i>Cr Webb</i>	√	

04/11 **MOTION:** Webb / Shelley

That the letter from the Mayor calling for the moratorium on mining in the Bylong Valley area, including the Coggan Valley, be distributed to the following recipients:

- The Premier – New South Wales Government
- Minister of Planning - New South Wales Government
- Minister of Industry and Investment – New South Wales Government
- Leader of the Opposition – Mr Barry O'Farrell
- Leader of the National Party – Mr Andrew Stoner
- Opposition Spokespersons for Planning and Industry and Investment
- Leader of the Upper House for the Nationals – Jenny Gardiner

- Director General – Department of Planning
- Director General – Industry and Investment
- All candidates for the upcoming NSW elections for the seats of Bathurst, Orange and Upper Hunter
- Mayor - Muswellbrook Shire Council
- Any other party as identified during the process

The motion was put and carried.

05/11 **MOTION:** Shelley / Holden

That the Mayor and General Manager organise any meetings required to convey Council's message on the moratorium on mining in the Bylong Valley area, including the Coggan Valley.

The motion was put and carried.

06/11 **MOTION:** Lang / Holden

That Council, in association with the Bylong Valley Protection Alliance, call a public meeting before the 26 March 2011 on mining issues in the Mid-Western Region and invite the Premier, Leader of the Opposition, and all candidate for the electorates of Orange, Bathurst, and Upper Hunter, to address their views on mining in the Mid-Western Region.

The motion was put and carried.

07/11 **MOTION:** Thompson / Lang

That Council ask the newly elected State Government to legislate:

1. for the protect highly productive farmland from mining;
2. to inform all land affected owners and the community before an Exploration Licence is approved on land;
2. to conduct a proper independent assessment of dust, noise and water pollution, including the protection of underground water supplies, before an exploration licence is granted;
4. to extend the Upper Hunter Air Quality Network group to the Mid-Western Regional Council area.

The motion was put and carried.

CLOSURE

There being no further business, the meeting concluded at 5.58pm.

ITEM 3: DISCLOSURE OF INTEREST

In accordance with Section 451 of the Local Government Act 1993, Councillors should declare an interest in any item on this Agenda. If an interest is declared, Councillors should leave the Chambers prior to the commencement of discussion of the item.

ITEM 4: MAYORAL MINUTE (If Any)

(Insert Mayoral Minute (if any))

ITEM 5: REPORTS FROM COMMITTEES**5.1 PLANNING AND DEVELOPMENT COMMITTEE****RECOMMENDATION**

That the matters resolved at the Planning and Development Committee meeting held on 2 February 2011 be received and confirmed.

The report of the Planning and Development Committee is attached:

REPORT ON THE PLANNING AND DEVELOPMENT COMMITTEE MEETING HELD AT THE COUNCIL CHAMBERS, 86 MARKET STREET, MUDGEES ON WEDNESDAY 2 FEBRUARY 2011, COMMENCING AT 5.52 PM AND CONCLUDING AT 6.05 PM

Present: Cr D Kennedy (Mayor), Cr JR Webb (Chairperson), Cr R Holden, Cr E Lang, Cr PA Shelley, Cr JP Thompson, Cr MB Walker, Cr JK Weatherley.

In Attendance: General Manager (W Bennett), Group Manager Mid-Western Operations (B Cam), Group Manager Regulatory and Community Services (C Van Laeren), Group Manager Finance and Administration (C Phelan), Manager Governance (I Roberts), Media Officer (E De Long).

Media Representatives: Mudgee Guardian / The Weekly (R Murray), Radio 2MG (M Rock).

ITEM 1: APOLOGIES

An apology was received for the absence of Councillor Martens.

P.01/11 **MOTION:** Holden / Lang

That the apology for the absence of Councillor Martens be accepted and leave of absence be granted.

The motion was put and carried.

ITEM 2: DISCLOSURE OF INTEREST

There were no disclosures of interest.

ITEM 3: MATTERS IN PROGRESS FROM FORMER MEETINGS

Noted.

ITEM 4: NOTICES OF MOTION TO PLANNING AND DEVELOPMENT COMMITTEE

There were no notices of motion.

ITEM 5: REPORTS TO PLANNING AND DEVELOPMENT COMMITTEE

5.1 DA0152/2011 – DOMESTIC SHED – 280 CHURCH STREET,
MUDGEE

A0100052, P1306763

P.02/11

MOTION: Walker / Shelley

That:

1. the report by Team Leader – Health & Building on the Development Application DA0152/2011 – Domestic Shed at 280 Church Street Mudgee be received;
2. the application DA0152/2011 be approved subject to the following conditions:

APPROVED PLANS

1. Development is to be carried out in accordance with application received by Council DA0152/2011 except as varied by the conditions listed herein. Any minor modification to the approved plans will require the lodgement and consideration by Council of amended plans. Major modifications will require the lodgement of a new development application.
2. Prior to the commencement of any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 (the Act) are to be complied with:
 - a. A Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act;
 - b. A Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act;
 - c. Council is to be given at least 2 days notice of the date intended for commencement of building works, in accordance with Section 81A(2)(c) of the Act.

CONSTRUCTION

3. All building work must comply with the requirements of the Building Code of Australia 2010 Volume Two and relevant Australian Standards and the Environmental Planning and Assessment Act, 1979, as amended, and Regulations.
4. All mandatory inspections required by the Environmental Planning and Assessment Act and any other inspections deemed necessary by the Principal Certifying Authority being carried out during the relevant stages of construction.
5. Construction work noise that is audible at other premises is to be restricted to the following times.
Monday to Friday -- 7.00am to 6.00pm
Saturday -- 8.00am to 1.00pm
No construction work is permitted on Sundays and Public Holidays.

6. The site must be provided with a waste enclosure (minimum 1800mm x 1800mm x 1200mm high) that has a lid or secure covering for the duration of the construction works to ensure that all wastes are contained on site. The enclosure is to be emptied periodically to reduce the potential for rubbish to be blown from the site.
The Council encourages the separation and recycling of suitable materials.
7. A sign must be erected in a prominent position on any work site on which the erection of a building is being carried out;
 - a. stating that unauthorised entry to the work site is prohibited, and
 - b. showing the name of the person in charge of the work site and a telephone number at which that person may be contacted outside working hours.
8. All building or site works or other written undertaking or obligation indicated in the submitted plans and supporting documentation or otherwise required under the terms of this consent being carried out or implemented prior to the occupation of the premises.
9. The roofwater from the shed being discharged into the existing stormwater system or conveyed separately to the street gutter in accordance with the requirements of AS 3500.
10. The shed is not to be adapted nor used for residential, commercial or industrial purposes without prior consent of a certifying authority.
11. A 1.8 metre high landscaping screen is to be provided between the shed and the western side boundary. All landscaping is to be established prior to occupation of the development and consist of appropriately advanced trees and shrubs. Tree and shrub species should be endemic to the Mid-Western Regional Local government Area, require minimal watering and be salt resistant. Landscaping plans are to be submitted for approval prior to issue of a Construction Certificate.
12. The roof and walls of the shed are to be Rivergum in colour and the barge, gutters and roller doors are to be Cottage Green in keeping with the overall colour scheme of the existing residence and rotunda, as specified in the application.
13. The shed is not to be used until an Occupation or Interim Occupation Certificate has been issued by the Principal Certifying Authority.
14. The applicant shall repair in accordance with Aus-Spec #1 and Council Standard Drawings any part of Council's property damaged during the course of this development prior to the occupation of the building.

15. All disturbed areas are to be stabilised through the saving of topsoil during disturbance and its later re-spreading and establishment of vegetative cover.

The motion was put and carried as a resolution with Councillors voting as follows:

Councillors	Ayes	Nayes
<i>Cr Kennedy</i>	✓	
<i>Cr Holden</i>	✓	
<i>Cr Lang</i>		✓
<i>Cr Shelley</i>	✓	
<i>Cr Thompson</i>	✓	
<i>Cr Walker</i>	✓	
<i>Cr Weatherley</i>		✓
<i>Cr Webb</i>	✓	

REPORT CONCLUDED

5.2 ASSETS COMMITTEE

RECOMMENDATION

That the matters resolved at the Assets Committee meeting held on 2 February 2011 be received and confirmed.

The report of the Strategic Committee is attached:

REPORT ON THE ASSETS COMMITTEE MEETING HELD AT THE COUNCIL CHAMBERS, 86 MARKET STREET, MUDGEE ON WEDNESDAY 2 FEBRUARY 2011, COMMENCING AT 6.06 PM AND CONCLUDING AT 6.07 PM

Present: Cr D Kennedy (Mayor), Cr R Holden, Cr E Lang, Cr PA Shelley, Cr JP Thompson, Cr MB Walker, Cr JK Weatherley, Cr JR Webb.

In Attendance: General Manager (W Bennett), Group Manager Mid-Western Operations (B Cam), Group Manager Regulatory and Community Services (C Van Laeren), Group Manager Finance and Administration (C Phelan), Manager Governance (I Roberts), Media Officer (E De Long).

Media Representatives: Mudgee Guardian / The Weekly (R Murray), Radio 2MG (M rock).

ITEM 1: APOLOGIES

An apology was received for the absence of Councillor Martens.

S.01/11 **MOTION: Holden / Webb**

That the apology for the absence of Councillor Martens be accepted and leave of absence be granted.

The motion was put and carried.

ITEM 2: DISCLOSURE OF INTEREST

There were no disclosures of interest.

ITEM 3: MATTERS IN PROGRESS FROM FORMER MEETINGS

Noted.

ITEM 4: NOTICES OF MOTION TO ASSETS COMMITTEE

There were no notices of motion.

ITEM 5: REPORTS TO ASSETS COMMITTEE

5.1 LOCAL TRAFFIC COMMITTEE MINUTES – 14 DECEMBER 2010

A0100052, A0100009

S.02/11

MOTION: Shelley / Walker

That:

1. the report on the Local Traffic Committee Meeting by the Group Manager of Operations be received;
2. the event – “A Day on the Green” at Robert Oatley Vineyards, 25 January 2010” – be classified as a Class 2 Event under the “Guide to Traffic and Transport Management for Special Events Version 3.4” and proceeds with the following conditions:
 - a. A Special Events Transport Management Plan (TMP), is to be prepared in accordance with the Guide to Traffic and Transport Management for Special Events Version 3.4 and submitted to and approved by Council prior to the event;
 - b. Events are to be undertaken in accordance with the requirements of the NSW Police Force with their approval documentation forwarded to Council for notation;
 - c. Controlling noise as required by the *Protection of The Environment Operations (Noise Control) Regulation 2000*;
 - d. Reimbursing Council for the cost of damage repairs;
 - e. Complying with Council's Law Enforcement Officers' reasonable directives;
 - f. Maintain areas in a clean and tidy condition. No obstructions are to be left on the roadways or footpaths;
 - g. A Traffic Control Plan (TCP), certified by a person with a "Worksite Traffic Control Certificate" be included in the TMP;
 - h. Any person directing traffic on a public road is required to possess an appropriate traffic controller's certificate;
 - i. Council must be provided with a current copy of a public liability insurance policy in the amount of at least \$10 million. Such a policy is to note that Council is indemnified against any possible action as the result of the event;
 - j. The event convener is to notify all affected businesses and residents adjacent to the proposed closure indicating the period during which their accesses will be affected. Such notification is to be in writing;
 - k. Maintain a four-metre wide emergency vehicle lane;
 - l. Advertise the proposed event in local newspapers with relevant information at least 2 weeks prior to the date; and
 - m. The organiser is to have a debrief with Council and Police with all traffic control documentation and controls tabled for review.
 - n. The event organiser apply to the RTA for a direction to restrict the speed limit as proposed.
3.
 - a. a “Stop” sign and associated hold line be installed on Black Springs Road at its intersection with Ulan Road;
 - b. advance advisory signage associated with the priority of the intersection be installed on Black Springs Road; and

- c. a similar treatment be installed on Eurunderree Road, at its intersection with Ulan Road.
4. a. a “Disabled Parking” space and associated signage be installed in Mortimer Street Mudgee adjacent to the Mudgee Bookcase at 88-90 Church Street Mudgee; and
b. the Mudgee & Gulgong Access Committee be consulted regarding the need for a kerb ramp.
5. a. a ‘No Stopping Zone’ be installed on the eastern side of Farrelly Street Rylstone, commencing at the northern edge of the Ambulance station driveway and finishing at the southern edge of the Health One Building driveway; and
b. the zone be monitored.
6. Council provide formal notification to the Local Traffic Committee regarding the current status of the treatment proposed for the intersection of Pitts Lane and Ulan Road.

The motion was put and carried as a resolution.

5.2 FLOOD DAMAGE CLAIM PARKS AND RECREATIONAL FACILITIES
A0100052, F0650101

S.03/11 **MOTION:** Holden / Walker

That the report by Group Manager Operations on the flood damage claim parks and recreational facilities be received.

The motion was put and carried as a resolution.

5.3 ROADS FLOOD DAMAGE CLAIM
A0100052, F0650101

S.04/11 **MOTION:** Shelley / Lang

That the report by Group Manager Operations on the flood damage claim for Roads be received.

The motion was put and carried as a resolution.

REPORT CONCLUDED

5.3 CULTURAL AND COMMUNITY SERVICES COMMITTEE

RECOMMENDATION

That:

1. the matters resolved at the Cultural and Community Services Committee meeting held on 2 February 2011 be received and confirmed.
 2. the recommendations from the Cultural and Community Services Committee meeting held on 2 February 2011 in respect of the following items be adopted.
 - Better Futures Funding Agreement
 - Glen Willow Progress Report – Additional Works
 - Kandos Bicentennial Museum Committee – November and December 2010
 - Mudgee Library Building Options and Lawson Park West
-

The report of the Cultural and Community Services Committee is attached:

REPORT ON THE CULTURAL AND COMMUNITY SERVICES COMMITTEE MEETING HELD AT THE COUNCIL CHAMBERS, 86 MARKET STREET, MUDGEE ON WEDNESDAY 2 FEBRUARY 2011, COMMENCING AT 6.08 PM AND CONCLUDING AT 6.57 PM

Present: Cr JP Thompson (Mayor), Cr E Lang (Chairperson), Cr R Holden, Cr D Kennedy, Cr PA Shelley, Cr MB Walker, Cr J K Weatherley, Cr JR Webb.

In Attendance: General Manager (W Bennett), Group Manager Mid-Western Operations (B Cam), Group Manager Regulatory and Community Services (C Van Laeren), Group Manager Finance and Administration (C Phelan), Manager Governance (I Roberts), Media Officer (E De Long).

Media Representatives: Mudgee Guardian / The Weekly (R Murray), Radio 2MG (M Rock).

ITEM 1: APOLOGIES

An apology was received for the absence of Councillor Martens.

COM.01/11 **MOTION: Thompson / Kennedy**

That the apology for the absence of Councillor Martens be accepted and leave of absence be granted.

The motion was put and carried.

ITEM 2: DISCLOSURE OF INTEREST

There were no disclosures of interest.

ITEM 3: MATTERS IN PROGRESS FROM FORMER MEETINGS

Noted.

ITEM 4: NOTICES OF MOTION TO CULTURAL AND COMMUNITY SERVICES COMMITTEE

There were no notices of motion.

ITEM 5: REPORTS TO CULTURAL AND COMMUNITY SERVICES COMMITTEE

5.1 BETTER FUTURES FUNDING AGREEMENT

A0100052, A0060048

COM.02/11

MOTION: Holden / Shelley

That:

1. the report by the Manager Library and Community Services on the Better Futures Strategy Enhancement Package be received;
2. Council support the concept of The Loft and accept the offer of funding from Communities NSW of \$22,050 for The Loft at Kandos Community Hall;
3. Council execute the necessary documentation under the Common Seal of Council.

The motion was put and carried as a recommendation to Council.

5.2 GLEN WILLOW PROGRESS REPORT – ADDITIONAL WORKS

A0100052, F0650108

COM.03/11

MOTION: Walker / Kenndey

That:

1. the report by Group Manager Mid-Western Operations on the Glen Willow Regional Sports Project additional works be received;
2. Council proceed with the additional works of:

Road Works and Car Parks	\$ 408,000.00
Main Field -	\$ 115,000.00
Fencing -	\$ 160,000.00
Netball Courts (grass) -	\$ 135,000.00
Netball Amenities -	\$ 127,000.00
Landscaping and practice field-	\$ 55,000.00
Total cost of additional works	\$1,000,000.00

to complete this the Glen Willow Regional Sports Project;

3. Council funds these additional works totalling \$1,000,000.00 from Voluntary Planning Agreement money recently received.

The motion was put and carried as a recommendation to Council.

5.3 KANDOS BICENTENNIAL MUSEUM COMMITTEE – NOVEMBER
AND DECEMBER 2010

A0100052, A0060123

COM.04/11

MOTION: Thompson / Holden

That:

1. the report by the Manager Library and Community Services on the Kandos Bicentennial Museum for November and December 2010 be received;
2. Council accept the minutes of the Kandos Bicentennial Museum Committee ordinary meeting and annual general meeting of 11 November 2010 and ordinary meeting of 12 December 2010;
3. Council accept the nominations of Noel Costello, Bob Tomlinson, Marie Ford, Jill Baskerville, Peg Butler, Pam O'Connor, Ivy Tomlinson and Leslie Pennell to be members of the Kandos Bicentennial Museum Committee;
4. Council endorse the Kandos Bicentennial Industrial Museum Collection Policy.

The motion was put and carried as a recommendation to Council.

5.4 MUDGEE LIBRARY BUILDING OPTIONS AND LAWSON PARK
WEST

A0100052, A0060214, P0159911, F0620022

COM.05/11

MOTION: Shelley / Webb

That Council adhere to the selected design (Option 1) for the Library and Meeting Rooms at Cudgegong Southbank and proceed with this development.

AMENDMENT: Walker / Weatherley

That:

1. the report by the General Manager on the Mudgee regional library facility and Lawson Park West be received;
2. Council include in the 2011/12 draft Management plan for public consultation the option of the renovation and extension of the Mudgee Town Hall building with only a two level extension as its preferred option for a regional library facility at a cost of \$3,600,000;
3. Council renames the Cudgegong Southbank (formerly the TAFE site) as Lawson Park West;
4. As part of the management plan process Council notifies the community through the 2011/12 draft Management Plan process that

it no longer supports any regional library development on Lawson Park West;

5. Council include in the 2011/12 draft Management Plan the landscaping plan for Lawson Park West promoting option 1 that does include and additional car parking.
6. Council seeks specific comment on the option for the renovation and extension of the Mudgee Town Hall building from the Friends of the Library, the Mudgee Performing Arts Society, the Cudgegong Southbank Working Party and the Cultural Development Committee.

The amendment was put and owing to an equality of voting, the matter is referred to Council.

5.5 MUDGEE SHOWGROUND MANAGEMENT COMMITTEE –
DECEMBER 2010

A0100052, P0210911, A0100012

COM.06/11

MOTION: Webb / Weatherley

That:

1. the report by the Group Manager Mid-Western Operations on the Mudgee Showground Management Committee for December 2010 be received;
2. the minutes for the Mudgee Showground Management Committee ordinary monthly meeting held on 7 December 2010 be noted.

The motion was put and carried as a resolution.

5.6 MUDGEE SHOWGROUND MANAGEMENT COMMITTEE –
NOVEMBER 2010

A0100052, P0210911, A0100012

COM.07/11

MOTION: Webb / Weatherley

That:

1. the report by the Group Manager Mid-Western Operations on the Mudgee Showground Management Committee for November 2010 be received;
2. the minutes for the Mudgee Showground Management Committee ordinary monthly meeting held on 2 November 2010 be noted;
3. Renee Bridger be elected as the new “Horse User” delegate for Mudgee Showground Management Committee.

The motion was put and carried as a resolution.

COM.08/11

MOTION: Holden / Kennedy

That the General Manager report to Council on the possibility of amending the Terms of Reference for the Section 355 Showground

Committee to provide for it to be community based rather than user based Committee.

The motion was put and carried as a resolution.

5.7 RYLSTONE AND KANDOS ACCESS COMMITTEE

A0100052, A0060129

COM.09/11

MOTION: Weatherley / Shelley

That:

- 1. the report by the Manager, Library & Community Services on the Rylstone and Kandos Access Committee be received;**
- 2. the minutes of the Rylstone and Kandos Access Committee meeting of 14 December 2010 be accepted.**

The motion was put and carried as a resolution.

REPORT CONCLUDED

5.4 FINANCE AND CORPORATE COMMITTEE

RECOMMENDATION

That:

1. the matters resolved at the Finance and Corporate Committee meeting held on 2 February 2011 be received and confirmed.
 2. the recommendations from the Finance and Corporate Committee meeting held on 2 February 2011 in respect of the following items be adopted.
 - 2010/11 Quarterly Budget Review – December 2010
 - Financial Assistance
 - Policy Review
-

The report of the Corporate Services Committee is attached:

REPORT ON THE FINANCE AND CORPORATE COMMITTEE MEETING HELD AT THE COUNCIL CHAMBERS, 86 MARKET STREET, MUDGEES ON WEDNESDAY 2 FEBRUARY 2011, COMMENCING AT 6.58 PM AND CONCLUDING AT 7.05 PM

Present: Cr D Kennedy (Mayor), Cr JP Thompson (Chairperson), Cr R Holden, Cr E Lang, Cr PA Shelley, Cr MB Walker, Cr JK Weatherley, Cr JR Webb.

In Attendance: General Manager (W Bennett), Group Manager Mid-Western Operations (B Cam), Group Manager Regulatory and Community Services (C Van Laeren), Group Manager Finance and Administration (C Phelan), Manager Governance (I Roberts), Media Officer (E De Long).

Media Representatives: Mudgee Guardian / The Weekly (R Murray), Radio 2MG (M Rock).

ITEM 1: APOLOGIES

An apology was received for the absence of Councillor Martens.

COR.01/11 **MOTION:** Kennedy / Lang

That the apology for the absence of Councillor Martens be accepted and leave of absence be granted.

The motion was put and carried.

ITEM 2: DISCLOSURE OF INTEREST

There were no disclosures of interest.

ITEM 3: MATTERS IN PROGRESS FROM FORMER MEETINGS

Noted.

COR.02/11 **MOTION:** Holden / Kennedy

That COR.144/09 and COR.78/10 be noted as complete.

The motion was put and carried.

ITEM 4: NOTICES OF MOTION TO FINANCE AND CORPORATE COMMITTEE

There were no notices of motion.

ITEM 5: REPORTS TO FINANCE AND CORPORATE COMMITTEE

5.1 2010/11 QUARTERLY BUDGET REVIEW - DECEMBER 2010
A0100052, A0149934

COR.03/11 **MOTION:** Walker / Kennedy

That:

1. the December 2010 Quarterly Budget Review be received;
2. the 2010/11 Management Plan be amended in accordance with the variations as listed on pages 13 to 18 in the December 2010 Quarterly Budget Review;
3. the opinion by the Responsible Accounting Officer regarding the satisfactory financial position of Council, based upon the revised estimates of income and expenditure, be noted.

The motion was put and carried as a recommendation to Council.

5.2 MONTHLY STATEMENT OF MID-WESTERN REGIONAL COUNCIL
BANK BALANCES AND INVESTMENTS AS AT 31 DECEMBER
2010

A0100052, A0140304

COR.04/11 **MOTION:** Weatherley / Shelley

That the Investment Report as at 31 December 2010 by the Management Accountant be received and the certification by the Responsible Accounting Officer noted.

The motion was put and carried as a resolution.

5.3 FINANCIAL ASSISTANCE

A0100052, A0140201

COR.05/11 **MOTION:** Lang / Holden

That:

1. the report by the Finance Officer on financial assistance be received;
2. Council note that insufficient funds remain available for distribution in Council's financial assistance programme to meet the current requests; and

3. Council provide financial assistance to the Bylong Hall Committee for the Bylong Mouse Races in the amount of \$450.00 comprising \$100.00 from Councillor Lang's discretionary vote and \$50.00 each from the discretionary votes of all other Councillors present at this meeting.
4. Council provide financial assistance for the NAIDOC Week School Initiatives in the amount of \$450.00 comprising the following amounts from Councillor discretionary votes:

Councillor Holden	\$125.00
Councillor Kennedy	\$150.00
Councillor Lang	\$50.00
Councillor Weatherley	\$50.00
Councillor Shelley	\$75.00

The motion was put and carried as a recommendation to Council.

5.4 POLICY REVIEW

A0100052, A0100021

COR.06/11

MOTION: Walker / Holden

That:

1. the report by the Manager Governance on the Review of policies be received;
2. the policy on Royalties Payable on Gravel be deleted;
3. the General Manager and the Group Manager Operations be delegated authority to negotiate and review gravel royalty up to a maximum value of \$100,000 in any financial year;
4. the policy on Key and Alarm Access be deleted;
5. the policy on Road Classifications and Standards be deleted as a policy as it is incorporated in the Road Asset Management Plan.
6. the existing policy on Unmaintained and Unformed Roads be confirmed.

The motion was put and carried as a recommendation to Council.

5.5 LGSA TOURISM CONFERENCE 2011

A0100052, F0770077

COR.07/11

MOTION: Walker / Lang

That:

1. the report by the General Manager on the 2011 LGSA Tourism Conference be received;
2. Council approves the following councillors to attend the LGSA Tourism Conference in Sutherland on 9 – 11 March 2011:

**The Mayor
Cr Walker**

AMENDMENT: Shelley /

That:

1. the report by the General Manager on the 2011 LGSA Tourism Conference be received;
2. Council approves only the Mayor attending the LGSA Tourism Conference in Sutherland on 9 – 11 March 2011.

The amendment lapsed for want of a seconder. The motion was put and carried as a recommendation to Council.

REPORT CONCLUDED

ITEM 6: GENERAL BUSINESS

6.1 NOTICES OF MOTION

6.1.1 INVESTIGATION INTO OPTIONS TO COMBAT VANDALISM

Listed by Cr Elwyn Lang

A0100035, A0100052

MOTION:

That Council immediately investigates in liaison with the police all options in the Mid-Western community to endeavour to control the petty vandalism which is costing ratepayers many thousands of dollars per year. Solutions to be investigated include:

- **Installation of CCTV at Council premises around the region**
- **Council employing night patrol security guards**
- **Representation to State Government to increase police numbers**

BACKGROUND:

The amount of vandalism in our community is getting worse. There is without doubt a section of our community that don't give a damn about the place they live. To wreck community assets seems to be funny to them. They have no care or responsibility and the rest of us are left to tolerate this antisocial behaviour and fund these senseless acts. It's time that as a community we took charge. We need to change these people's behaviours and make them understand the benefits of belonging to a good community.

6.1.2 FLOOD DAMAGE TO ROADS

Listed by Cr Percy Thompson

A0100035, A0100052, F0560010.

MOTION: That Council immediately apply to be able to reconstruct our flood damaged roads which are not only almost untrafficable, but are a risk to people's lives.

BACKGROUND: We were informed last week that only emergency work could be carried out on our roads until funding has been allocated. Our residents deserve better treatment.

6.1.3 COBBORA MINE DEVELOPMENT

Listed by Cr Percy Thompson

A0100035, A0100052, A0420213

MOTION: That Council arrange a meeting with our neighbouring council areas who would be involved in the Cobbora Mine development.

BACKGROUND: This mining development will have an impact on Warrumbungles, Dubbo, Wellington, and Mid-Western Regional Council areas. I believe it is appropriate to meet with these councils to discuss issues concerning this mine development.

6.2 **REPORTS**

6.2.1 MONTHLY STATEMENT OF MID-WESTERN REGIONAL COUNCIL BANK BALANCES AND INVESTMENTS AS AT 31 JANUARY 2011

REPORT BY MANAGEMENT ACCOUNTANT
Bankrep
A010052, A0140304

RECOMMENDATION

That the Investment Report as at 31 January 2011 by the Management Accountant be received and the certification by the Responsible Accounting Officer noted.

EXECUTIVE SUMMARY

The purpose of this report is to certify that Council's investments have been made in accordance with legal and policy requirements; provide information on the detail of investments and raise other matters relevant to Council's investment portfolio as required.

DETAILED REPORT

Clause 212 of the Local Government (General) Regulation 2005 requires that the Responsible Accounting Officer of a Council:

- a) must provide the Council with a written report (setting out details of all money that the Council has invested under Section 625 of the Act), to be presented at each Ordinary Meeting of the Council, and
- b) must include in the report a certificate as to whether or not the investment has been made in accordance with the Act, the regulations and the Council's investment policies.

The report must be made up to the last day of the month immediately preceding the meeting.

It is part of Councils Investment Operating Plan that exposure to institutions should be limited according to their Standard & Poor's rating. Due to the consistent decline in the portfolio balance in recent months our A-2 rated Term Deposits have crept above Council operating plan limits of 20% to 21.6%. Given that all of Councils A-2 rated Term Deposits are covered by the Government Guarantee and effectively hold a AAA rating, it is in Councils best interest to leave these A-2 rated holdings as is and with future cash recovery this balance should drop back below 20%.

FINANCIAL IMPLICATIONS

Not Applicable.

STRATEGIC OR POLICY IMPLICATIONS

Not Applicable.

LEONIE JOHNSON
MANAGEMENT ACCOUNTANT


CLARE PHELAN
GROUP MANAGER FINANCE

4 February 2011

Attachments: Monthly statement of Bank Balances and Investments

APPROVED FOR SUBMISSION:

WARWICK BENNETT
GENERAL MANAGER

For the month ended: 31-Jan-11

Bank Accounts	Opening Balance	Receipts	Payments	Closing Balance	Overdraft Limit
Commonwealth Bank	\$ 286,774	\$ 7,231,962	\$ 7,484,767	\$ 33,969	\$ 700,000

The bank balance has been reconciled to the General Ledger as at 31/01/2011

Investments	Type	Amount	Yield %	Maturity Date	Term	Rating	Govt Rating	NAV	% of Portfolio
Commonwealth Bank	At Call	\$ 1,225,000	4.75%	N/A	At Call	A-1+	2		4.4%
National Australia Bank	Term Deposit	\$ 1,700,000	6.12%	20/04/2011	119	A-1+	2		6.1%
National Australia Bank	Term Deposit	\$ 1,700,000	5.92%	16/02/2011	91	A-1+	3		6.1%
National Australia Bank	Term Deposit	\$ 1,500,000	6.10%	18/05/2011	132	A-1+	3		5.4%
National Australia Bank	Term Deposit	\$ 400,000	6.20%	18/05/2011	125	A-1+	3		1.4%
Westpac Bank	Term Deposit	\$ 1,600,000	5.75%	2/03/2011	154	A-1+	2		5.8%
Westpac Bank	Term Deposit	\$ 1,700,000	5.90%	6/04/2011	182	A-1+	3		6.1%
St George Bank	Term Deposit	\$ 2,500,000	5.90%	4/05/2011	119	A-1+	2		9.0%
St George Bank	Term Deposit	\$ 500,000	5.65%	2/02/2011	133	A-1+	3		1.8%
St George Bank	Term Deposit	\$ 1,500,000	5.95%	23/02/2011	91	A-1+	3		5.4%
Bankwest	Term Deposit	\$ 1,000,000	5.80%	9/02/2011	84	A-1+	1		3.6%
Macquarie Bank	Term Deposit	\$ 1,000,000	6.05%	4/05/2011	182	A-1	1		3.6%
Bendigo & Adelaide Bank	Term Deposit	\$ 1,000,000	5.85%	13/04/2011	90	A-2	1		3.6%
ING Australia Bank	Term Deposit	\$ 1,000,000	5.96%	30/03/2011	118	A-1	1		3.6%
Suncorp Metway Ltd	Term Deposit	\$ 1,000,000	6.02%	2/03/2011	90	A-1	1		3.6%
Newcastle Permanent	Term Deposit	\$ 1,000,000	5.89%	9/03/2011	98	A-2	1		3.6%
Bank of Queensland	Term Deposit	\$ 1,000,000	6.20%	11/05/2011	180	A-2	1		3.6%
IMB	Term Deposit	\$ 1,000,000	6.15%	23/03/2011	182	A-2	1		3.6%
Members Equity Bank	Term Deposit	\$ 1,000,000	6.15%	27/04/2011	98	A-2	1		3.6%
Heritage Building Society	Term Deposit	\$ 1,000,000	6.05%	2/02/2011	183	A-2	1		3.6%
State Government Employees Credit Union	Term Deposit	\$ 1,000,000	5.98%	17/03/2011	182	NA			3.6%
Deutsche Bank Series 5	Floating Rate Note	\$ 1,000,000	6.06%	23/11/2012	4yrs 9mths	A+	1		3.6%
ANZ ASPRIT III	Sustainable Equity Linked Note	\$ 500,000	50% of +tve NAV	19/07/2013	6 yrs	AA	-		1.8%
Longreach Series 26	Property Linked Note	\$ 1,000,000		7/06/2014	7 yrs	A+	-	\$ 836,500	3.6%
Total Investments		\$ 27,825,000							100.0%

Government Guarantee Codes

- 1 Deposit is covered by Financial Claims Scheme
- 2 Deposit is covered up to \$1,000,000
- 3 Deposit is not covered by Financial Claims Scheme

Monthly Investment Portfolio Activity:

The below table shows monthly investment activity within the portfolio including investments that have matured and have been redeemed or re-invested, and new investments placed.

Bank Accounts	Opening Balance	Redeemed Balance	Re-invested Balance	Change in interest rate	Change in Term (days)
Commonwealth Bank	\$ 1,240,000	\$ 15,000	\$ 1,225,000	0.00%	At Call
St George Bank	\$ 2,500,000		\$ 2,500,000	0.30%	-7
ANZ	\$ 1,300,000	\$ 1,300,000		Redeemed	
National Bank			\$ 1,500,000	New Deposit	
St George Bank	\$ 1,400,000	\$ 1,400,000		Redeemed	
Adelaide Bank			\$ 1,000,000	New Deposit	
National Bank			\$ 400,000	New Deposit	
Members Equity Bank	\$ 1,000,000		\$ 1,000,000	0.50%	0
ANZ	\$ 600,000	\$ 600,000		Redeemed	
Citibank	\$ 1,000,000	\$ 1,000,000		Redeemed	
	<u>\$ 9,040,000</u>		<u>\$ 7,625,000</u>		

Net Portfolio Movement \$1,415,000 Reduction

MWRC Policy Requirements:

Investments by Institution	Long/Short Term Ratings	Amount	% of Portfolio	
			Actual	Policy Limit
Newcastle Permanent	BBB+/A-2	\$ 1,000,000	3.6%	10.0%
IMB	BBB/A-2	\$ 1,000,000	3.6%	10.0%
ING Australia Bank	A/A-1	\$ 1,000,000	3.6%	15.0%
Suncorp Metway Ltd	A/A-1	\$ 1,000,000	3.6%	15.0%
Macquarie Bank	A/A-1	\$ 1,000,000	3.6%	15.0%
ANZ	AA/A-1+	\$ 500,000	1.8%	25.0%
Longreach	A+	\$ 1,000,000	3.6%	20.0%
Bank of Queensland	BBB+/A-2	\$ 1,000,000	3.6%	10.0%
Bendigo & Adelaide Bank	BBB+/A-2	\$ 1,000,000	3.6%	10.0%
Deutsche Bank	A+	\$ 1,000,000	3.6%	15.0%
National Australia Bank	AA/A-1+	\$ 5,300,000	19.0%	25.0%
Bankwest	AA/A-1+	\$ 1,000,000	3.6%	25.0%
St George Bank	AA/A-1+	\$ 4,500,000	16.2%	25.0%
Commonwealth Bank	AA/A-1+	\$ 1,225,000	4.4%	25.0%
Westpac Bank	AA/A-1+	\$ 3,300,000	11.9%	25.0%
State Govt Employees C/Union	NR	\$ 1,000,000	3.6%	10.0%
Members Equity Bank	BBB/A-2	\$ 1,000,000	3.6%	10.0%
Heritage Building Society	BBB/A-2	\$ 1,000,000	3.6%	10.0%
		\$ 27,825,000	100.0%	

Investments by Rating	Rating*	Amount	% of Portfolio	
			Actual	Limit
Direct Securities	AAA/A-1+	\$ 15,325,000	55.1%	100.0%
	AA/A-1	\$ 500,000	1.8%	100.0%
	A/A-1	\$ 5,000,000	18.0%	60.0%
	BBB/A-2	\$ 6,000,000	21.6%	20.0%
	Unrated	\$ 1,000,000	3.6%	20.0%
		\$ 27,825,000	100.0%	

*Investments lower than AA/A-1 are restricted to licenced banks, credit unions and building societies

Term to Maturity	Amount	% of Portfolio		
		Actual	Minimum	Maximum
Less than 1 year	\$ 25,325,000	91.0%	30.0%	100.0%
Between 1 and 3 years		0.0%	0.0%	70.0%
Between 3 and 5 years	\$ 1,000,000	3.6%	0.0%	50.0%
More than 5 years	\$ 1,500,000	5.4%	0.0%	25.0%
	\$ 27,825,000	100.0%		

6.2.2 ECONOMIC DEVELOPMENT UPDATE

REPORT BY GENERAL MANAGER ED implementation update A0100052, A0820020

RECOMMENDATION

That the report by the General Manager on Economic Development Update be received.

EXECUTIVE SUMMARY

Attached to this report is an Economic Development Implementation Update for the period June to December 2010. It provides an update of the status of activities undertaken in the last 6 months by Council towards achieving the outcomes provided in the Economic Development Strategy.

DETAILED REPORT

Whilst it is important that Council continues to focus on all of the outcomes provided in the Economic Development Strategy, it has become increasingly obvious in recent months that the most significant economic development opportunities and challenges faced by the region relate to the rapid expansion of coal mining activities in the region.

It is critical as a Council and a community that we address these opportunities and challenges in a proactive and comprehensive manner, to maximise the economic benefits available. In dealings with Councils facing similar issues, the importance of being on the front foot with relevant government agencies and industry stakeholders has been emphasised. We are aware of Council's goal that the Economic Development function is to attract more business and employment opportunities to the region from other regions.

With the explosion of mining applications and approvals in recent months, the Economic Development Officer's focus has changed. We will experience a growth in employment of 3,000 jobs over the next 3-5 years in the mining industry alone. With this level of growth, the focus must be on the expansion of the coal industry.

Council's Economic Development Officer has already spent a significant amount of time in understanding the local coal industry and the cumulative impacts on the region as a result of new mining projects and the expansion of existing mining projects. Continuing work in this area will be a priority of this position in the next 12-18 months, including:

- Working with relevant government agencies and community stakeholders to ensure that adequate infrastructure, services and facilities are available to support economic development and accommodate population growth. This is proving frustrating as Government departments are yet to acknowledge the unique opportunity that the growth of mining will have on this part of NSW. We need the State Government to develop plans and programmes for housing, medical facilities, schools, pre-school etc. to cater for the workers in the coal industry. We have made some good progress with NSW Department of Premier and Cabinet based in Dubbo;
- Monitoring the new job opportunities in the region and developing a skilled local workforce to take up these opportunities; and
- Encouraging local businesses to expand or establish in the area to service the mining industry.

We are working with a company called Landcom which is interested in undertaking a housing development in Mudgee. Landcom partners with Local Government to help plan sustainable places and encourages best practice developments which balance environmental, economic and community needs.

Other key areas will be preparing an economic profile as a guide for new business and investment in the region, facilitating the Economic Development Think Tank group, working with tourism groups on the Pymont event, liaising with parties interested in the Mortimer St precinct and managing the events assistance program.

An exciting new food and wine event is being planned for Pymont in May 2011. It provides an excellent opportunity to showcase the Mudgee region and its local produce to a new Sydney market, over a 12 day period. The work done by the Economic Development Officer with local tourism groups and City of Sydney Council has played an important role in making this event a reality.

The Economic Development Officer continues to work with potential tenants and purchasers of the Mortimer St properties. Some realistic options are not far from reality but at this stage remain commercially confidential.

The Economic Development Officer has also been instrumental in keeping the pressure on both State and Federal Governments for the development of an MPS facility in Gulgong.

FINANCIAL IMPLICATIONS

All activities of the Economic Development function are funded in the budget.

STRATEGIC OR POLICY IMPLICATIONS

This report updates Council on the implementation of the Economic Development Strategy.

**WARWICK BENNETT
GENERAL MANAGER**

3 February 2011

Attachments: Economic Development Implementation Update (following at the end of the business paper)

6.2.3 GLEN WILLOW ENTRANCE OPTIONS

REPORT BY MANAGER TECHNICAL SUPPORT Glen Willow Entrance Options RTC.doc A0100051, R9208006

RECOMMENDATION

That:-

1. the report of the Manager Technical Services on the Glen Willow Entrance Options be received;
2. Council approve Option 3 – a roundabout incorporating the Ulan Rd / Pitts Lane intersection and the Ulan Rd / Lue Rd intersection with an estimated budget of \$735,000.00 for the project noting the budgets are preliminary until the detailed designs and acquisition negotiations are complete.

EXECUTIVE SUMMARY

Council requested staff investigate and price 5 preliminary options for the new access into Glen Willow, 4 options being off Ulan Rd, with another option being across the Cudgegong River off Cox St Mudgee. This report recommends option 3 be funded, being a roundabout on Ulan Rd that incorporates both Lue Rd and Pitts Lane.

DETAILED REPORT

The five options considered are outlined below. Preliminary designs for each option are attached for information.

Option 1 – Traffic Lights at the Ulan Rd / Pitts Lane intersection - \$880,000

This option includes widening at the intersection to accommodate a right and a left turn lane with traffic lights that will remain green on Ulan Rd until a car is detected on Pitts Lane. It requires the pedestrian underpass to be extended and significant relocation of Telstra and Country Energy services. Provision has been made for general lighting. A breakdown of costs is as follows:-

Service relocations	\$160,000.00
Pedestrian underpass extensions	\$115,000.00
Preliminaries including design, REF, establishment, traffic control, supervision	\$130,000.00
Intersection construction	\$275,000.00
Traffic lights	\$165,000.00
Property matters	\$ 35,000.00
TOTAL	\$880,000.00

Option 2 – Roundabout at the Ulan Rd / Pitts Lane intersection - \$830,000

This option includes widening at the intersection to accommodate a roundabout that meets RTA requirements in respect radius of central island and lane widths. It requires the pedestrian underpass to be extended and significant relocation of Telstra and Country Energy services. Provision has been made for general lighting. A breakdown of coats is as follows:-

Service relocations	\$160,000.00
Pedestrian underpass extensions	\$115,000.00
Preliminaries including design, REF, establishment, traffic control, supervision	\$130,000.00
Roundabout construction	\$377,000.00
Property matters	\$ 48,000.00
<i>TOTAL</i>	<i>\$830,000.00</i>

Option 3 – Roundabout incorporating the Ulan Rd / Pitts Lane intersection and the Ulan Rd / Lue Rd intersection - \$735,000

This option is the recommended option not only on price, but because it removes two T-intersections through combining them into one crossroad roundabout intersection, which is seen as favourable from a traffic engineering and safety perspective. While there are significant road works to change the alignment of Lue Rd and Pitts Lane, it removes the need to complete costly work to services and the pedestrian underpass that are required with some alternate options. Provision has been made for general lighting. This option requires significant land acquisition which the cost of is included in the estimated price. A breakdown of cost is as follows:-

Service relocations	\$ 55,000.00
Pedestrian underpass extensions	\$ -
Preliminaries including design, REF, establishment, traffic control, supervision	\$130,000.00
Roundabout construction	\$430,000.00
Property matters	\$120,000.00
<i>TOTAL</i>	<i>\$735,000.00</i>

Option 4 – Bridge over the Cudgegong River at Cox St Mudgee - \$995,000

This option includes providing a 3 span two lanes plus footpath low level bridge over the Cudgegong River and road construction to link with the existing road network within Glen Willow. An alternate on this option is to reduce the width of the bridge such that it is single lane with a footpath. This will reduce the price to approximately \$865,000. No provision has been made for general lighting of this option. A breakdown of costs is as follows:-

Service relocations	\$ -
Pedestrian underpass extensions	\$ -
Preliminaries including design, REF, establishment, traffic control, supervision	\$110,000.00
Bridge purchase	\$380,000.00
Bridge and Road construction	\$490,000.00
Property matters	\$ 15,000.00
<i>TOTAL</i>	<i>\$995,000.00</i>

Option 5 – Roundabout incorporating the Ulan Rd / Pitts Lane intersection offset to the west of Ulan Rd - \$870,000.

This option has been informally rejected by the RTA as the main traffic flow on Ulan road is disrupted significantly more than a standard roundabout, and actually provides a smoother travel path for the traffic along Pitts Lane. It requires the pedestrian underpass to be extended and some relocation of Telstra and Country Energy services (but less than some alternate options). There is significant fill required with this option to bring the new roundabout up to the current road level.

Service relocations	\$105,000.00
Pedestrian underpass extensions	\$ 60,000.00
Preliminaries including design, REF, establishment, traffic control, supervision	\$100,000.00
Roundabout construction	\$570,000.00
Property matters	\$ 35,000.00
<i>TOTAL</i>	<i>\$870,000.00</i>

An estimated budget for the required property acquisitions for each option has been incorporated. However, this variable is difficult to estimate until valuations have been completed. Hence estimates are based only on Council recent experiences and may vary. Discussions have been held with the property owner considered most effected by the varying options, that being the property north west of the current Ulan Rd / Pitts Lane intersection "Hollyoak". The owner has some concerns but indicated that should the compensation be reasonable, it may be possibility to purchase land to accommodate option 3. The historical significance of the property was discussed and noted as needing consideration.

At this stage we cannot determine the timeframe for this work. It depends on land acquisition negotiations. If that can be negotiated quickly then the physical works can commence very soon thereafter. However we make the point that the physical works will not be completed this financial year.

FINANCIAL IMPLICATIONS

The current budget of \$905,000 can be used to construct a number of the options presented. At this stage the estimates are preliminary only and require more detailed drawings to be drafted when Council determines the preferred option. There are also design costs to be met as well.

STRATEGIC OR POLICY IMPLICATIONS

The option including the incorporation of Ulan Rd, Pitts Lane and Lue Rd provides the best solution for a long term traffic engineering improvement.

The timing of the construction of any option should be considered in conjunction with Councils other capital projects and particularly the repairs to our road network resulting from flood damage.

ANDREW KEARINS
MANAGER TECHNICAL SUPPORT

BRAD CAM
GROUP MANAGER OPERATIONS

4 February 2011

Attachments: Preliminary designs of options 1-5 (following at the end of the business paper)

APPROVED FOR SUBMISSION:

WARWICK BENNETT
GENERAL MANAGER

- 6.2.4 DA0159/2011 CROWN APPLICATION BY GREATER WESTERN AREA HEALTH SERVICE FOR DEMOLITION OF AN EXISTING, NON-HERITAGE BUILDING AND CONSTRUCTION OF A HEALTHONE PRIMARY HEALTH FACILITY WITHIN THE GROUNDS OF GULGONG DISTRICT HOSPITAL

REPORT BY SENIOR STATUTORY PLANNER
HealthONE Primary Health Facility Gulgong
Report HealthOne
A0100052, P1014061

RECOMMENDATION

That:

1. the report by Senior Statutory Planner on a Crown application for establishment of a HealthONE Primary Care Facility, Gulgong, be received;
2. Council grant consent to Crown application DA 0159/2011 for demolition of the existing western side clinic building (non heritage) and construction of a new health facility building on Lot 195 DP 755434, Goolma Road, Gulgong, subject to the following conditions of consent:

CONDITIONS

APPROVED PLANS

1. Development is to be carried out in accordance with stamped plans DA01A, A02B, DA03A, & L01 dated November 2010 to January 2011, Statement of Environmental Effects dated November 2010 and Heritage Impact Statement dated December 2010, prepared by John Blackwood Architects and accompanying application DA 0159/2011 received by Council on 23 November 2010, except as varied by the conditions listed herein.

Any minor modification to the approved plans will require the lodgement and consideration by Council of amended plans.

Major modifications will require the lodgement of a new development application.

HERITAGE

2. A Conservation Management Plan for the Gulgong District Hospital site is to be prepared to NSW Heritage Office standards by a qualified professional and submitted to Council for consideration within a period of six (6) months from the granting of this approval.
3. Appropriate measures are to be undertaken to ensure that the Gulgong District Hospital site and its decommissioned buildings are regularly maintained and secured against water ingress, vermin and vandals. To that effect, a site-specific Plan of Management is to be prepared and submitted to Council for consideration within a period of three (3) months from the granting of this approval.

4. A complete, photographic archival record of the 1966 clinic is to be prepared prior to its demolition and deposited with Council.
5. The commemoration plaque of the demolished clinic is to be salvaged and re-fixed as an historical reference feature, forming part of the public entrance of the new HealthONE building.
6. Appropriate vegetation protection measures for significant vegetation are to be undertaken during the entire period of works.
 - (a) A tree root and branch protection zone is to be established under the guidance of a qualified arborist. Within that zone there must be no vehicular traffic, storage of materials or work sheds for the duration of works. If required, an alternate temporary entrance may be established to allow construction site access.
 - (b) Irrigation, mulching, feeding and aeration of tree root zones is to be undertaken by a qualified arborist.
 - (c) Tree health is to be monitored for the duration of works and for a period of twelve (12) months after completion of works by a qualified arborist and 'signed off', thereafter, to Council's satisfaction.
7. Tree pruning is to be strictly controlled and undertaken by a qualified arborist. Only pruning which is absolutely essential, so as to allow passenger vehicle entry to the facility, may be undertaken.
8. Signage should provide clear identification of vehicle entry / egress and pedestrian access and be positioned to minimise potential conflict with the trees identified for retention.

HEALTH & BUILDING

9. All construction work is to be compliant with the relevant provisions of the Building Code of Australia.
10. Demolition of the clinic building is to be undertaken in a responsible manner, with due regard to the collection, storage and disposal of hazardous materials. All hazardous waste is to be removed from the site.
11. All non-hazardous material is to be recycled, wherever possible.
12. A Section 68 application must be submitted to Council for plumbing and drainage works.

ENGINEERING

PRIOR TO THE ISSUE OF THE CONSTRUCTION CERTIFICATE

13. Approval for discharge of liquid trade waste to the sewer is required prior to the issue of a Construction Certificate. An application form is to be submitted for this purpose, including discharge rate and site plan details.

ENGINEERING CONSTRUCTION

14. Car parking within the development is to comply with the following:
 - a) Each parking space is to have minimum dimensions of 5.4m x 2.6m;

- b) Each disabled car parking space is to be in accordance with the provisions of Councils Development Control Plan – Design for Accessibility.
 - c) All car parking spaces are to be line-marked and sealed with a hard standing, all weather material and must be maintained in a satisfactory condition at all times;
 - d) The provision of 15 off street parking spaces, including one disabled parking space.
15. Driveways are to have a minimum width sufficient to allow manoeuvring access in accordance with Roads & Traffic Authority standards and, where not conditioned to be of a permeable material, sealed with a hard standing, all weather material and maintained in a satisfactory condition at all times.
16. Sections of driveway that encroach upon the drip line of significant vegetation are to be constructed in a permeable paving material. This paving is to be laid over, rather than cut into, the soil.
17. Vehicular entrances comprising kerb laybacks (where roll kerb and gutter does not exist) and concrete footway crossings are to be provided to the development. These are to be constructed in accordance with Aus-Spec #1 and the appropriate Council standard drawings including M524-Urban Access, M526-Industrial Access, M594-Kerb & Gutter Layback.
18. The vehicular entry and exits are to have a minimum width of 6 metres (at the kerb line), the exception being the single lane, one way main entrance in the form of a half-circle.
19. All earthworks, filling, building, driveways or other works, are to be designed and constructed (including stormwater drainage if necessary) so that at no time will any ponding of stormwater occur on adjoining land as a result of this development.
20. The adjustment of any existing utility services or installation of new services is to be at the full cost of the developer.
21. All vehicles are to enter and leave the site in a forward direction at all times.
22. All loading and unloading in connection with the facility shall be carried out wholly within the site.
23. The main, single-lane entrance is to be reserved for passenger vehicles only. Heavy vehicles and deliveries are to be directed to the secondary, western entrance.
24. Stormwater is to be collected from all impervious areas and conveyed to Council's existing street drainage system.

PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE

25. All car parking, associated driveway works and landscaping are to be completed prior to occupation of the development.
-

EXECUTIVE SUMMARY

Introduction

Council is in receipt of a Crown application (DA 0159/2011) from John Blackwood Architects on behalf of Greater Western Area Health Service (GWAHS), proposing the construction of a HealthONE Primary Health Facility (*the facility*).

Pursuant to S.89 of the Environmental Planning and Assessment Act 1979 – Determination of Crown Development Applications, Council as the consent authority must not refuse a Crown Development Application, or impose conditions of consent unless with the applicant's agreement. At the time of completing this report the applicant (architect) is seeking advice from GWAHS and the project manager (NSW Public Works) regarding the recommended conditions of consent and has endeavoured to gain their sign-off on the conditions prior to Council determining the Development Application.

Following negotiations with the applicant (architect), approval, based on the assessment detailed below, is recommended as the means of delivering a positive outcome for the local community and the hospital site.

Proposed development

The proposed location of the facility is within the grounds of the recently decommissioned Gulgong District Hospital (*the site*), identified in an aerial view as *Attachment 1*.

The proposal involves demolition of an existing, non-heritage clinic building dating from 1966, and the subsequent construction of an all-new facility incorporating the HealthONE building, two vehicular access points, car parking and associated landscaping.

Design

The proposed HealthONE building has been designed by John Blackwood Architects, Orange, in close consultation with GWAHS. The building will comprise an integrated primary care facility and emergency care service, with a building footprint of 456m². The floor plan and exterior are considered functional, fit for its intended purpose and (as an example of early 21st century Australian Institutional Architecture), of a quality and appearance that will contribute to the continuing evolution of the hospital site. (*Refer Attachment 2 - Location plan, site plan, floor plan, elevations & sections, landscape plan*)

Site Description

The Gulgong District Hospital site is zoned Special Uses -Hospital, and comprises two lots (*these being Lots 195 and 196 DP 755434*), within a single curtilage. (*see Attachment 1*)

The site is sparsely vegetated, although a number of mature trees contribute to define the site curtilage. The Bunya and Deodars facing Goolma Road are particularly impressive and are considered to be highly significant. (*Consultation with Heritage Office Landscape Architect 06.12.2010*)

The building stock comprises an eclectic mix, from the sprawling, main hospital block (1901, with numerous accretions) to a number of smaller, auxiliary buildings which have served a variety of hospital-related functions. These buildings range in heritage significance from 'high' to 'intrusive'. (*Heritage Impact Statement p.27*)

Heritage

Lot 196, the eastern portion of the site, is heritage listed under Schedule 5 of the Mid-Western Regional Interim Local Environmental Plan 2008 (LEP) as item: '2070312, "Gulgong District Hospital", 206 Mayne Street (Portion 196, Parish of Guntawang)'

Lot 195, the western portion of the site, is the proposed location of the facility. Surprisingly, this lot is not heritage listed and is considered to arise from a drafting error in the LEP. The intention of the listing in the LEP is clear by reference to the hospital and as such the heritage provisions have been applied to the whole site. This will be addressed in Draft LEP 2011.

As the facility is proposed to be located a good distance from Gulgong's historic town centre, the application of specific, conservation area design criteria has not been considered justifiable in this particular instance.

Demolition

The application proposes demolition of a non-heritage clinic building, dating from 1966. With regard to a possible alternate placement for the proposed facility, various site constraints have dictated this particular location as being the most suitable, thereby necessitating demolition of the existing clinic building. (*HIS p. 37*)

Although the building appears to be in reasonable condition, a proposal to incorporate the existing structure as part of the proposed facility has proved impractical. Council has been notified that adaptation of the clinic to current standards would escalate costs, thereby jeopardising the project's feasibility. In addition, the building's footprint has been earmarked for a possible future expansion of the facility.

It is also noted that the clinic building is architecturally unremarkable; it is of a domestic scale, of neutral heritage significance (*HIS p.27*), and contributes little to the overall amenity of the site. Given these circumstances, demolition of the clinic building is considered on balance to be justified.

Vegetation

On a positive note, negotiations have resulted in the preservation of a magnificent, possibly 110 year old, Deodar (*Himalayan Cedar*) which was originally to have been removed, so as to allow unrestricted entry to the proposed facility car park.

Modifications to the proposed main driveway design and a slight realignment of the proposed facility's footprint have spared this Deodar from unnecessary removal.

As the assessing officer considers this particular tree to be part of a highly significant asset of environmental heritage (comprising two Deodars and one Bunya pine), retention of the Deodar is regarded as a positive outcome for the site.

Landscaping

A variety of low-maintenance, drought-resistant native plants will accent the proposed facility, driveways and car parking.

It is considered that the proposed landscaping plan is of a contemporary nature and high quality, well suited to complement the Architectural expression of the proposed HealthONE building.

Future of the Site

It has been confirmed, through informal discussion with GWAHS, that remediation of the existing facilities and reopening of the decommissioned Hospital is unlikely to occur within the foreseeable future.

Therefore, it is imperative that Council condition the preparation of a Conservation Management Plan (*CMP*) and a site-specific Plan of Management (*PoM*) which will commit GWAHS to secure and preserve the site until a future use is determined.

DETAILED REPORT

The application has been assessed in accordance with Section 79C(1) of the Environmental Planning & Assessment Act 1979. Issues for consideration are addressed below.

1. REQUIREMENTS OF REGULATIONS AND POLICIES:

(a) Provisions of any Environmental Planning Instrument and any draft EPI

The land is zoned Special Uses - Hospital, pursuant to Mid-Western Regional Interim Local Environmental Plan 2008. The proposed HealthONE facility is consistent with the LEP's definition of a hospital and is permissible with consent.

Zone objectives are;

- *To permit land uses that are not provided in other zones.*

Comment: The site of the proposed development is zoned Special Uses-Hospital. The proposed development continues a 110 year tradition of providing medical treatment upon that site.

- *To recognise the importance of sites with special land uses or natural characteristics.*

Comment: The importance of the site's special use is recognised as long-standing. The applicant seeks to continue site usage as a functioning medical facility.

- *To protect and enhance those identified land uses or natural characteristics.*

Comment: Approval of the current proposal will contribute positively to the continuing evolution of the site and offer a degree of protection for its existing built and natural features.

- *To allow additional development that will not detract from existing development or have an adverse impact on surrounding land.*

Comment: It is considered that the proposed, additional development is subservient, both in scale and location, to existing development and, by way of its contemporary, functional design, has the potential to impact positively upon the site and surrounding land.

(b) Provisions of any Development Control Plan or Council Policy

Nil DCPs applicable.

2. IMPACT OF DEVELOPMENT

The site has been the location of a district hospital for 110 years. It is, therefore, appropriate that the site should continue to function as such and evolve to accommodate the proposed, modern medical facility.

Apart from the proposed demolition of a non-heritage clinic building from 1966, the negative impact upon existing structures (heritage and non-heritage) will be negligible. Among the positive impacts for the community will be the conditions requiring preparation of a Conservation Management Plan and a Plan of Management for the site, committing GWAHS to secure and protect the site, should a more comprehensive future use for the existing buildings be found.

3. SUITABILITY OF SITE FOR DEVELOPMENT

The site of the former Gulgong District Hospital is zoned Special Uses - Hospital and, as such, is considered to be the optimal location for the proposed facility. The proposed location of the facility has been dictated by site conditions as being the most appropriate and least intrusive (*HIS. P. 37*).

Although the design of the proposed facility is contemporary, it has the potential to make a positive contribution to the continuing evolution of the site. As the medical facility is proposed to be located at a considerable distance from the core of Gulgong's historic town centre, the application of specific conservation area design criteria is not considered justifiable in this particular instance.

4. SUBMISSIONS MADE IN ACCORDANCE WITH ACT OR REGULATIONS

(a) Public Submissions

Notification of the proposal was advertised for 28 days, surplus to the 14 day period as required by Council's Notification DCP, and was extended for a further 2 days to accommodate local interest. A total of 28 public submissions were received, 25 of which were a pro-forma submission that does not object to the proposal. These are tabled below with copies at Attachment 3:

<i>SUBMISSION FROM:</i>	<i>CONTENT OF SUBMISSION:</i>	<i>ASSESSOR COMMENT:</i>
1. Mrs M. Collier, Gulgong	The building which is to be demolished was built to be extended towards Goolma Road at far less expense to the State than quoted.	The clinic building dates from 1966. It has not been possible to independently confirm the claim that it was built to be extended towards Goolma Road.
	The plan for the knew (<i>sic</i>) Health One is non aesthetic to the environment of surrounding buildings.	It is noted that the surrounding buildings are an eclectic mix. The proposed facility is contemporary Architectural design of a quality that acknowledges its surroundings and will contribute to the continuing evolution of the site.
	The helipad would be infringed upon with the plan set out and safety of patients and practitioners alike would be endangered.	The lodged plans indicate that no built structure is proposed to infringe upon the helicopter operational clearance zone.
	The State of New South Wales and Mid Western Council do not own either the land or buildings on that site.	The Crown application received by Council has been signed by Great Western Area Health Service (GWAHS) as landowner.
	The cultural and historic aspect of the Gulgong Community will forever be destroyed if a building in this form which is not in character with the existing township is permitted.	As the facility is proposed to be located at a sufficient distance from Gulgong's historic town centre, the application of specific, conservation area design criteria is not considered justifiable in this particular instance.
	Mudgee Guardian has been informed the building and demolition (<i>sic</i>) would cost \$1.7 million whereas the Prime 7 News has been informed the cost would be 2.8 million both are not correct. (<i>sic</i>)	The lodged DA states the cost of the proposal as being \$1.75M, equating to a relatively high rate of approximately \$3,800/m ² . This cost of works is not considered an underestimate noting it excludes the cost of medical treatment equipment that is manufactured off-site and will be provided by GWAHS as part of

		making the HealthONE facility operational.
	Where the building will be erected is both a filled Bore and original Sewerage pit.	It has not been possible to independently confirm this claim. The applicant will, however, be notified of the possibility that sub-surface structures exist.
2. Peter Willis, Gulgong	It will be preferable to have plans drawn for the MPS to go with this HealthOne. This would achieve the community objective of obtaining an MPS now that NSW Health has deemed the former hospital unsafe because of OH &S.	As advised by the applicant and noted on the Landscape Plan as a 'future link' to the north of the proposed building, the proposed HealthONE facility has the potential to be expanded and upgraded to a MPS in the future. Although Council has no firm commitment from GWAHS regarding funding or possible future expansion, the proposed facility may be expanded, should the need arise.
	How far does the carpark extend and will this work with the western end of the old hospital?	The lodged plans indicate that the proposed car park will skirt, but not encroach upon, the south-western corner of the former hospital's western wing.
	Will the guttering from each roof send water to stormwater drains or will a tank collect the extra rain water which could then be filtered and recycled?	The lodged plans indicate a water retention tank to be located to the north of the proposed facility.
	Can optical fibre be installed in Gulgong at the same time as this construction happens?	The lodged documentation offers no indication that optical fibre will be installed during the construction phase.
3. D Coubrough, Tracy Bennett & Lee Fischer; 4. K R Coubrough, P Coubrough & Michelle Wildman; 5. M. Curry, J. Davis & T Banister; 6. I Farrer; 7. H Gaudoy; 8. Chris Hannaford; 9. Pauline Hannaford 10. Marg Hansen; 11. B V Harris; 12. Ian James & Lisa Marr; 13. L B Larner 14. Gordon Lawson 15 A & A Lindley 16. L Menke 17. Helen Oakley 18. C Pearce 19. Pauline Pearce 20. DG & CA Peters 21. Sarah Pringle 22. N Richards 23. Lindsay Swadling 24. Clancy Walker 25. Vern Wakefield 26. Kylie Young 27 11 illegible signatures, all of Gulgong	General Approval for the development. Where would the MPS be, and how would it fit onto the site and attach to the proposed HealthONE facility?	
28. Robert Collier	Exhibited Plans do not include	The lodged design plans provide an

Ray Wood, Gulgong	measurements, where the building will be constructed on the lot, proximity to other buildings on the site, whether the building will infringe on existing sub-earth structures, and whether the internal measurements are suitable for hospital functions.	indication, by way of comparative scale, of the dimensions of the proposed facility, its placement on the lot and relationship to existing buildings. It has not been possible to independently confirm the existence of sub-earth structures. The applicant will, however, be provided with this information. In terms of design suitability, the building was specifically designed as a medical facility, in close consultation with GWAHS.
	The south elevation will infringe upon the helipad.	The lodged plans indicate that no built structure will infringe upon the helicopter operational clearance zone.
	The current DA is unlawful as it has not obtained consent of the body corporate trustees of the Gulgong Hospital.	The Crown application received by Council has been signed by Great Western Area Health Service (GWAHS) as landowner.
	The proposed HealthONE building is inconsistent with the existing cultural, historical and heritage nature of our township	The proposal is considered to be culturally and historically consistent in that it maintains the existing site as the location of a functioning district medical facility. The heritage nature of the site is, at present, characterised by an inconsistent and eclectic mix of various building styles and materials. The proposed facility, a contemporary addition to this mix, is of an architectural quality which acknowledges its heritage surroundings and contributes to the continuing evolution of the site.
	The HealthONE building does not allow for or include in its plans for any extension or allowance for an MPS.	The applicant has advised that the proposed HealthONE facility is designed to permit a potential expansion of the building to the north so that it could be upgraded to a MPS. Council however has no firm commitment from GWAHS regarding funding or future expansion in this regard.

(b) Submissions from public authorities

No submissions received.

5. THE PUBLIC INTEREST

The public interest is served by the provision of a modern medical facility to meet the immediate health needs of Gulgong and surrounding district.

6. CONSULTATIONS

The requirements of Health & Building, Technical Services and Heritage have been included within the conditions of consent.

The assessing officer has undertaken extensive consultation with the applicant. This has led to a more refined and improved proposal, resulting in an improved outcome for the site and, by extension, the local community.

7. CONCLUSION

Since the decommissioning of Gulgong District Hospital in 2010, the Gulgong and surrounding community have been disadvantaged with reduced emergency health services locally. In recognition of this, the notification period was extended.

As expected, the HealthONE proposal generated a high level of community interest and resulted in a number of enquiries and submissions. All submissions received by Council before 1st February were tabled and provided with comment by the assessing officer.

The conditioning of a site-specific PoM will commit GWAHS to securing the site. The PoM will guide the preservation of building assets from the destructive effects of water ingress, vermin, unauthorised entry and vandalism, should the possibility of reopening the hospital arise.

The CMP, also to be prepared by GWAHS as a condition of consent, will offer direction, suggestions and recommendations for future use, should Council desire to explore its own options for the site.

On balance, it is considered that approval of the current Crown proposal offers a generally positive outcome for the site and for the local community. Therefore, approval subject to conditions is recommended.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC OR POLICY IMPLICATIONS

Council will be aware that this is a Crown application, and the implications thereof. Furthermore, upcoming State elections have placed severe time constraints upon the approval process, dictating a finite window of opportunity if the required 'signing off' of the project is to be obtained before State Government switches to 'caretaker mode'.

GRAEME KING
SENIOR STATUTORY PLANNER

BEN ROURKE
MANAGER STATUTORY PLANNING

3 February 2011

Attachments:

1. Aerial view, Gulgong Hospital site
2. Plans (5 sheets) - Location plan, site plan, floor plan, elevations & sections, landscape plan (following at the end of the business paper)
3. Public submissions

APPROVED FOR SUBMISSION:

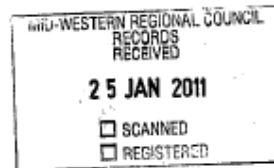
WARWICK BENNETT
GENERAL MANAGER



Aerial view of the Gulgong District Hospital site.

The main hospital block is centrally located, straddling lots 195 and 196.

The clinic building from 1966 (proposed demolished), is centrally located within lot 195 between the main hospital block and the helipad (H)



Post Office Box 124,
Gulgong NSW 2852.

Email:

24 January 2011.

The General Manager,
Mid-Western Regional Council,
86 Market Street,
Mudgee NSW 2850.

Dear Sir,

RE: **SUBMISSION TO OPPOSE THE DA APPLICATION RELATING TO
LOT 195 GOOLMA ROAD, GULGONG NSW (GULGONG HEALTHONE).**

I wish to submit that I oppose the Development Application relating to the above application on the following grounds:-

1. The Exhibited Plans as displayed by Mid-Western Regional Council on the above DA application for the 'Gulgong Healthone' does not show a plan which includes measurements or dimensions of the external or inside structure of the proposed building, which is required in order to determine various factors, including, but not limited to:
 - a. where the proposed 'Gulgong Healthone' building will be constructed on the block of land in Lot 195;
 - b. the proposed proximity of the new 'Gulgong Healthone' building in respect to the existing hospital precinct and other buildings on that site.
 - c. whether the proposed 'Gulgong Healthone' building is likely to infringe on any existing sub-earth structures, such as the old sewerage pit located on Lot 195 Goolma Road, Gulgong.
 - d. whether the inside measurements are going to be suitable for the use that the proposed 'Healthone' facility is meant to be used for according to the requirements of the former GWAHS proposal for it's use, i.e. consulting rooms etc...
2. The exhibited DA Plans show elevation plans showing the east, west, north and south elevations of the proposed building, however, if one looks at these elevations, it appears that the south elevation according to the DA Application is going to infringe upon the existing facility that was built as the 'Hospital Helipad' for the Gulgong Hospital which was in use prior to the closure of the hospital in August 2010. If the Gulgong Hospital is re-opened, then the 'Hospital Helipad' will again be in use and therefore it will be conflicting with the proposed building plan as currently on display, as the new 'Gulgong Healthone' building will be too close to the helipad for the helicopters to land safely. As well as this the loud sound of the helicopter landing will be detrimental to the welfare and condition of patients, as well as medical staff who attend the new medical facility at the proposed 'Gulgong Healthone'.

A handwritten signature in black ink, appearing to be the initials "AL" or similar, located at the bottom right of the page.

3. As no dimensions are shown on the current DA Application for the 'Gulgong Healthone' and this DA Application does not show where this proposed building is to be situated on the Lot 195 Goolma Road site it therefore does not show whether the proposed building will be built over, near, or alongside an existing old sewerage pit on the Lot 195 at the southern end of Lot 195, which was put there not long after the original hospital was built on the site in 1900 and first occupied in 1901.

4. According to the "New South Wales Certificate of Title" dated 12 April 1932, the Gulgong Hospital was administered by a body corporate constituted under or by the Public Hospitals Act 1929, which in fact was the 'Trustees of the Gulgong Hospital Board', made up of community members of the township of Gulgong NSW. The land upon which the hospital was built together with its buildings erected therein were owned by the body corporate as trustees of the Gulgong Hospital for the Gulgong community. Therefore, any structural alteration to the Gulgong Hospital or its outbuildings is subject to the approval of the legitimate body corporate trustees of the original hospital. I therefore submit that the current DA Application for the 'Gulgong Healthone' is unlawful as it has not obtained the consent of the body corporate trustees of the Gulgong Hospital.

5. The township of Gulgong derives its tourism from essentially having cultural and historic heritage buildings in its town dating back to around 1870 or so. The old hospital situated at the Goolma Road Gulgong site was built around 1900 and was in continual use up until 29 August 2010 as our community hospital. The proposed 'Gulgong Healthone' building is going to be built to an ultra modern architectural standard building, which in itself is going to be inconsistent with the existing cultural, historical and heritage nature of our township. As was mentioned recently by the Chairman of the Gulgong Health Council on 19 January 2011, "It is going to be an eyesore" or words to that effect.

6. I submit that the proposed "Gulgong Healthone" building does not allow for or include in its plans any proposed plans for any extension or allowance for what is termed an "MPS" Multi-purpose Service, which is the main reason that this proposed building is now being built...

I therefore submit that the DA Application for the 'Gulgong Healthone' on Lot 195 Geolma road, Gulgong should not be approved by the Mid-Western Regional Council and should be denied an application.

Yours faithfully,

Robert Collier

Robert Collier.

EQ: C096764 / Doc: CT 04524-130 / Rev: 31-Dec-2008 / Sigs OK OK / PRT: 12-Nov-2010 14:28 / Pgs: N/A / Seq: 1 of 2

No. 193

State of New South Wales

LAND GRANT



Minister, State

No. 4524 P. 120

CANCELLED

ON ISSUE OF NEW SOUTH WALES LAND GRANT ACT 1924

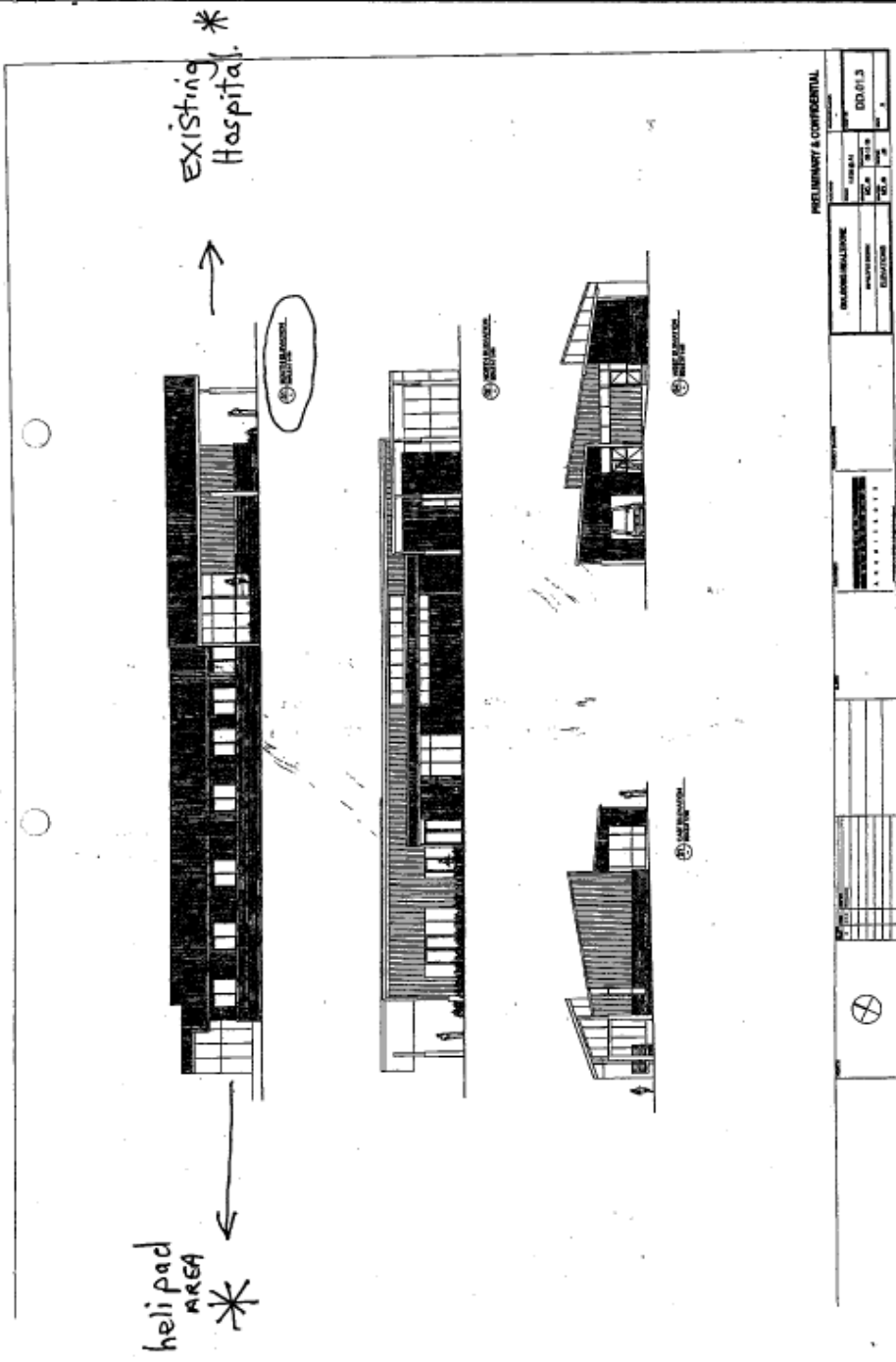
GRANT OF LAND AS A SITE FOR HOSPITAL.

PROBABLE HEALTH CARE USE OF GRANT WITHIN DESIGNATED SITE WITHIN
Municipal Council of the City of Parramatta, New South Wales, Australia
No. 4524 P. 120

1924

Section 193 of the Land Grant Act 1924 provides that the Governor may grant land to any person or body of persons for any purpose, and that the land so granted shall be held in trust for the purpose specified in the instrument of grant. The land so granted shall be held in trust for the purpose specified in the instrument of grant, and shall not be alienated, mortgaged, or otherwise disposed of, without the sanction of the Governor. The land so granted shall be held in trust for the purpose specified in the instrument of grant, and shall not be alienated, mortgaged, or otherwise disposed of, without the sanction of the Governor.





Attn: The General Manager

Having viewed the plans for the proposed HealthOne at the former hospital site, I have the following comments.

- 1) It will be preferable to have plans drawn for the MPS to go with this HealthOne so that we have achieved the community objective of obtaining an MPS now that NSW Health has deemed the former hospital unsafe because of OH &S.
- 2) How far does the carpark extend and will this work with the western end of the old hospital?
- 3) Will the guttering from each roof send water to stormwater drains or will a tank collect the extra rain water which could then be filtered and recycled?
- 4) Can optical fibre be installed in Gulpong at the same time as this construction happens (NBN Co) ?

Regards,

Peter Willis

1331 Spring Ridge Road

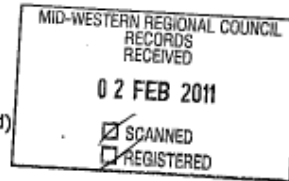
Gulpong NSW 2852

email: peter@midwestvalves.com.au

*E-mail reply stating
that submission will
be addressed to
Council.*

Mid-Western Regional Council
86 Market Street
Mudgee NSW 2850

re : Development Application
For Gulgong HealthONE Development
Lot 195, DP7554343, Mayne Street (Wellington Road)
Gulgong



On behalf of the Community of Gulgong, we, the undersigned, wish to register our approval, in general terms, of the abovementioned Development Application, dated 18 November 2010, and lodged by John Blackwood Architects, of Orange, on behalf of the Greater Western Area Health Service.

It is noted that, in unrelated media and political comment, the design of such has been stated to include possible expansion involving further construction on the site, obviously subject to a future Development Application for construction of a Multi-Purpose Service building to further the health and medical needs of the community.

In these circumstances, we consider it would be remiss of us, in the interests of the general community, if we did not make a further request - to provide the community with some indication, in the form of addition to a base site map of the HealthONE facility, of the dimensions and situation of said proposed expansion.

To put it more simply, where would the MPS be, and how would it fit onto the site and attach to this proposed HealthONE facility ?

Sincerely *Yours*

Signed - *B V Harris*

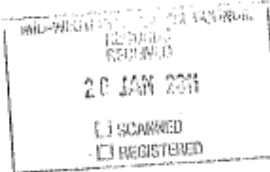
Date - *25/1/11*



7 Moonlight St
Gulgong NSW 2852
20th January 2011.

Mid Western Council
Church Street
Mudgee NSW 2850

Submission Table
↑



Dear Sir/Madam,

I wish to lodge an objection to the plans submitted for the demolition and construction of a Health One facility on the site known as Gulgong District Hospital Goolma Road Gulgong NSW. (Lot 195).

My reasons for objecting to this are as follows; ---

1. The building which is to be demolished was built to be extended towards Goolma Road at far less expense to the State then is quoted.
2. The plan for the new Health One is non aesthetic to the environment of surrounding buildings.
3. The Helipad would be infringed upon with the plan set out and safety of patients and Practitioners alike would be endangered.
4. The State of New South Wales and Mid Western Council do not own either the land or buildings on that site.
5. The cultural and historic aspect of the Gulgong Community will forever be destroyed if a building in this form which not in character with the existing township is permitted to be constructed.
6. Mudgee Guardian has been informed the building and demolition would cost 1.7 Million whereas the Prime 7 News has been informed the cost would be 2.8 million both are not correct.
7. Where the building will be erected is both a filled in Bore and original Sewerage pit.

Your's Sincerely,

Marion Louise Collier
.....
(Mrs.) Marion L. Collier.



OBJECTION TO PLAN for DA.
Lot 195 Goolma Rd, Gulbong.
20/11/2011 by HAND
Mid Western Regional Council
Church St.
Mudgee 2850
16 JAN 2011

6.2.5 MUDGEE REGION TOURISM INC QUARTERLY REPORT – DECEMBER 2010

REPORT BY GENERAL MANAGER MRTI qtrly report A0100052, F0770077
--

RECOMMENDATION

That the report by the General Manager on the Mudgee Region Tourism Inc Quarterly Report (December 2010) be received.

DETAILED REPORT

As per the funding and performance agreement entered into in June 2010 between Mudgee Region Tourism Inc (MRTI) and Council, MRTI is required to report quarterly to Council on their performance.

The December 2010 quarterly report has been delivered to Council in accordance with this requirement and is attached for Council's consideration. Also attached for Councillors information is the annual report and financial statements to the 30th June 2010.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC OR POLICY IMPLICATIONS

Not applicable

WARWICK BENNETT
GENERAL MANAGER

31 January 2011

Attachments:

1. MRTI Quarterly Report to September 2010 (following at end of Business Paper)
2. MRTI Annual Report (following at end of Business Paper)
3. MRTI Financial Statements to 30th June 2010 (following at end of Business Paper)

6.2.6 REVIEW OF CODE OF CONDUCT AND ACCESS TO INFORMATION POLICY

REPORT BY MANAGER GOVERNANCE
Review of Code of Conduct and Access to Information
A0100052, A0110003, A0220040, A0100021

RECOMMENDATION

That:

- 1. the report by the Manager Governance on the review of the Code of Conduct and Access to Information policy be received;**
- 2. Council adopt the proposed changes to the Code and the policy.**

EXECUTIVE SUMMARY

To revise the Council's Code of Conduct and policy on Access to Information.

DETAILED REPORT

In December 2010, Councillors were provided with a copy of Circular 10/13 from the Division of Local Government about Councillors Access to Information.

As a consequence of the Circular, some minor alterations have been made to Council's Code of Conduct and policy on Access to Information. Additionally, the opportunity has been taken to make some cosmetic alterations to these documents. Those alterations are shown as "track changes" on those documents, copies of which are attached.

It should be noted that Council does not have a policy on Councillor Access to Information as this is dealt with extensively in the Code of Conduct.

FINANCIAL IMPLICATIONS

Not Applicable.

STRATEGIC OR POLICY IMPLICATIONS

Council's Code of Conduct and policy on Access to Information are altered as a consequence of this report.

IAN ROBERTS
MANAGER GOVERNANCE

21 January 2011

Attachments:

1. Code of Conduct (following at the end of the business paper)
2. Access to Information policy (following at the end of the business paper)

APPROVED FOR SUBMISSION:

WARWICK BENNETT
GENERAL MANAGER

6.2.7 ULAN COAL LIMITED (ULAN CONTINUED OPERATIONS PROJECT) VOLUNTARY PLANNING AGREEMENT

REPORT BY GENERAL MANAGER
Ulan VPA
A0100052, A0420221

RECOMMENDATION

That:

1. the report by the General Manager on the Ulan Coal Limited (Ulan Continued Operations Project) Voluntary Planning Agreement be received;
2. in accordance with the Environment and Planning Act Council adopt the Voluntary Planning Agreement with Ulan Coal Limited for their Ulan Continued Operations and require staff to implement the actions within the Voluntary Planning Agreement with the following amendment:-

Schedule two of the Voluntary Planning agreement be amended to state that the subsequent contributions for the Cope Road maintenance are adjusted annually by CPI.

3. Authority be granted to the Mayor and General Manager to execute the Voluntary Planning Agreement and all necessary documentation under the common seal of Council.

DETAILED REPORT

Council commenced negotiations on a voluntary planning agreement (VPA) with Ulan Coal Limited last year. Agreement was reached and the VPA placed on public exhibition on the 14th January 2011. The submission period closes on Friday 11th February 2011. At the time of writing this report no submissions have been received. If any submissions are received prior to the public exhibition closing they will be forwarded to Councillors under separate cover with recommendations on the issues raised.

Attached to the VPA is an explanatory note which is there for information and historical record.

The intent of the VPA is for Council and this community to be compensated for the influx of people that will result from the proposed development. There are two parts to the agreement. The first part is a \$3,475,000.00 payment for community infrastructure. This is to be paid to Council in two instalments – the first contribution of \$2 million to be made within 30 days of the date of this agreement and the second contribution of \$1.475 million to be paid within a year of the date of the first contribution.

The other contribution is towards the maintenance of Cope Road being the \$1,050,000.00. This is to be paid to Council in 21 installments of \$50,000.00 - the first contribution of \$50,000 to be made within 30 days of the date of this agreement with subsequent contributions of \$50,000 to be paid annually on the anniversary of the date of the first contribution, to a total of 21 contributions.

It is recommended to Council that one amendment is made to the VPA in that the subsequent contributions for the Cope Road maintenance (i.e. the ongoing payments of \$50,000.00) are CPI adjusted.

FINANCIAL IMPLICATIONS

The financial implications of the VPA are set out in this report. In effect Council receives \$3,475,000 for community infrastructure in the next twelve months and \$1,050,000 for Cope Road maintenance over the next 21 years.

STRATEGIC OR POLICY IMPLICATIONS

It is Council's policy to enter in to Voluntary Planning agreement for substantial developments.

WARWICK BENNETT
GENERAL MANAGER

7th February 2011

Attachments:

1. Explanatory Notes
2. Voluntary Planning Agreement



Explanatory note

Planning agreement for the Ulan West Project

Introduction

- 1 Clause 25E of the Environmental Planning Assessment Regulation 2000 (NSW) requires a planning authority (in this case Mid-Western Regional Council) proposing to enter into a planning agreement under section 93F of the Environmental Planning and Assessment Act 1979 (NSW) (Act) to prepare an explanatory note about the planning agreement.
- 2 This explanatory note relates to the planning agreement proposed to be entered into by the parties described below in respect of the development approved by project approval 08_0184 dated 15 November 2010 (Approval) for the Ulan West Project (Development).

Parties to the planning agreement

- 3 The parties to the planning agreement are:
 - (a) Ulan Coal Mines Limited ACN 000 189 248 (Developer); and
 - (b) Mid-Western Regional Council (Council).
- 4 The parties enter into this agreement to give effect to the requirements of Schedule 1 – Condition 16 and Appendix 8 and Appendix 9 of the Approval.

Description of the land the subject of the planning agreement

- 5 The planning agreement applies to the land the subject of the Approval (Land).

Description of the Development

- 6 The development includes:
 - (a) Continued operation of Ulan No. 3 underground, to complete longwall mining in the currently approved area;
 - (b) Longwall mining of the North 1 mining area;
 - (c) Longwall mining of the approved Ulan West area via a modified mine layout;
 - (d) Recommencement of open cut operations; including a 239 hectare extension area that adjoins the western boundary of previous open cut mining, previously approved for highwall mining;
 - (e) Continued use and upgrade of approved and existing Coal Handling and Preparation Plants (CHPP) and rail loading facilities to cater for an increase in total approved production capacity from 10 to 20 million tonnes per annum (Mtpa) product coal; and
 - (f) Continued use of approved and existing surface facilities and ancillary activities and construction and use of new surface facilities and ancillary activities to support the abovementioned operations.

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Explanatory note - planning agreement for the Ulan West Project

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- (g) Rail refuelling and provisioning facilities
- (h) Provisions for the employment of a workforce of up to 931 employees and contractors

Summary of objectives, nature and effect of the planning agreement

- 7 The planning agreement provides that the Developer will contribute:
 - (a) \$3.475 million to a community infrastructure fund; and
 - (b) \$1.05 million towards the maintenance of Cope Road, as described in schedule 2 of the planning agreement (**the Contribution**);
- 8 The objective of the planning agreement is to facilitate the Contribution to the Council. Schedule 2 of the planning agreement details the payment schedule for the Contribution.

Assessment of merits of the planning agreement

The planning purposes served by the planning agreement

- 9 In accordance with section 93F(2) of the Act, the planning agreement fulfills the public purpose of the funding of recurrent expenditure relating to the provision of public amenities or public services, or other infrastructure within the Council Local Government Area
- 10 The Council and the Developer have assessed the planning agreement and both hold the view that the provisions of this planning agreement provide a reasonable means of achieving those public purposes.

How the planning agreement promotes the public interest and one or more objects of the Act

- 11 The draft planning agreement promotes the following objects of the Act as set out in section 5 of the Act to encourage:
 - (a) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment;
 - (b) the provision and co-ordination of community services and facilities; and
 - (c) the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities and their habitats.
- 12 The planning agreement promotes the public interest by providing funding to the Council to enable the provision of public services and facilities.

How the planning agreement promotes the Council's Charter

- 13 The draft planning agreement promotes the following elements of the Council's charter:

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Explanatory note - planning agreement for the Ulan West Project

1
3



- (a) to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those facilities and services are managed efficiently and effectively; and

to properly manage, develop, protect, restore, enhance and conserve the environment of the area (including the built environment) for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development. How the planning agreement promotes one or more of the objects of the Local Government Act 1993

14 The planning agreement promotes the objects of the LGA 1993 in enhancing Council's ability to provide services and facilities appropriate to the current and future needs of the local community and of the wider public and facilitates the improvement and development of the resources of the Mid-Western Local Government Area.

How the planning agreement conforms with the planning authority's capital works program

15 Additional traffic on Cope Road will necessitate additional maintenance of the road which is not funded in Council's Works Program. The Developer will make a substantial contribution to the maintenance works required on that road which will not detract from the adopted priorities of Council's Capital Works Program.

Interpretation of planning agreement

16 This explanatory note is not to be used to assist in construing the planning agreement.



Planning agreement for Ulan Coal Mines Limited – Ulan Continued Operations Project

Ulan Coal Mines Limited ACN 000 189 248

Mid-Western Regional Council

Version: 1



Planning agreement for Ulan Coal Mines – Ulan Continued Operations Project

Dated

Parties

Developer Ulan Coal Mines Limited
ACN 000 189 248 of Level 3, 1 Macquarie Place, Sydney NSW 2000

Council Mid-Western Regional Council
of 86 Market Street, Mudgee, New South Wales 2850

Background

- A The Developer has been granted the Approval by the Minister under Part 3A of the Act for the carrying out of the Development.
- B The Developer is required by the Approval to make the Development Contributions to the Council. The Developer has reached agreement with the Council to make Development Contributions to the Council in connection with the carrying out of the Development under section 93F of the Act.
- C The parties enter into this Agreement to give effect to the requirements of the Approval and the agreement reached between them.
- D

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
the Act	means the Environmental Planning and Assessment Act 1979 (NSW).
Agreement	means this Planning Agreement.



Term	Definition
Approval	means Project Approval 08_0184 for the Ulan Continued Operations Project, dated 15 November 2010.
Business Day	means any day excluding Saturdays Sundays and public holidays means a special purpose fund to be established by council for the receipt of the contributions
Community Infrastructure Fund	identified in Row 1 of Column 1 of Schedule 2. means the contribution paid by the Developer towards the maintenance of Cope Road under this agreement identified in Row 2 of Schedule 2.
Cope Road Maintenance Contribution	
Council	means Mid-Western Regional Council.
CPI	means the published Consumer Price Index (Sydney – All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index.
Developer	means Ulan Coal Mines Limited ACN 000 189 248
Development	means the development authorised by the Approval.
Development Contributions	means the monetary contributions described in Schedule 2.
Explanatory Note	means the note exhibited with a copy of this Agreement, when this Agreement is made available for inspection by the public in accordance with the Act, as contemplated by clause 25E of the Regulation.
GST	has the meaning given to that term in the GST Act.
GST Act	means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Input Tax Credit	has the meaning given to that term in the GST Act.
Joint Venture Operator	has the meaning given to that term in the GST Act.
Land	means the land the subject of the Approval.
Minister	means the Minister administering the Act.
Progressive or Periodic Supply	means a Taxable Supply that satisfies the requirements of section 156-5 GST Act.
Recipient	has the meaning given to that term in the GST Act.
Regulation	means the Environmental Planning and Assessment Regulation 2000 (NSW).
Representative Member	has the meaning given to that term in the GST Act.
Supplier	means the entity making the Supply.
Supply	has the meaning given to that term in the GST Act.
Tax Invoice	has the meaning given to that term in the GST Act.
Taxable Supply	has the meaning given to that term in the GST Act.

Term	Definition
The Institute of Arbitrators and Mediators Australia	means the Institute of Arbitrators and Mediators Australia ACN 008 520 045, a company limited by guarantee and any successor organisation.
The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules	means the latest version of the 'Mediation and Conciliation Rules' published by the Institute of Arbitrators and Mediators Australia (whether or not that version was in force at the time of execution of this document).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (j) a reference to 'month' means calendar month.

2 Application of the Agreement

This Agreement applies to:

- (a) the Land; and
- (b) the Development including any modifications of the Approval under the Act.



3 Planning agreement under the Act

This Agreement constitutes a planning agreement within the meaning of section 93F of the Act.

4 Provision of Development Contributions under this Agreement

4.1 The Development Contributions

Subject to this Agreement, the Developer will pay to the Council the Development Contributions specified in Schedule 2.

4.2 Form of Development Contributions

The Development Contributions are to be made:

- (a) in accordance with the specification in column 1 of Schedule 2;
- (b) in the total amount referred to in column 2 of Schedule 2; and
- (c) at the times and in the amounts referred to in column 3 of Schedule 2.

The Development Contributions in Row 2 of Schedule 2 are to be adjusted according to CPI as follows:

$$DCP = \frac{DC \times A}{B}$$

where:

- (d) DC equals the particular Development Contribution payment amount required to be paid as per column 3 of Schedule 2;
- (e) DCP equals the actual Development Contribution payment amount payable at the time the particular payment is made;
- (f) A equals the most recent CPI published prior to the date the payment is due to be made; and
- (g) B equals the most recent CPI published prior to the date of this Agreement.

4.3 Use of Community Infrastructure Contribution

- (a) Council shall use the funds paid into the Community Infrastructure Fund (Schedule 2 row 1) for the purposes only of providing infrastructure for the benefit of the public and located within the Mid-Western Regional Local Government Area.
- (b) Subject to 4.3(a) Council may determine the infrastructure to be provided at its sole discretion.

4.4 Use of Cope Road Maintenance Contribution

- (a) Council shall expend the Cope Road Maintenance Contribution for the maintenance of Cope Road only.
- (b) Subject to 4.4(a) Council may determine the maintenance to be undertaken at its sole discretion.

5 Payment of Development Contributions

5.1 Time of payment

A Development Contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic transfer into a bank account nominated by Council.

5.2 Intention to make payment

The Developer must give the Council not less than two business days written notice of:

- (a) its intention to pay a Development Contribution; and
- (b) the amount proposed to be paid.

5.3 Requirement for invoices

- (a) The Council must upon receiving the Developer's notice under clause 5.2, provide the Developer with a Tax Invoice for the amount of the contribution that the Developer proposes to pay.
- (b) The Developer:
 - (i) is not required to pay a Development Contribution; and
 - (ii) will not be in breach of this Agreement if it fails to pay a Development Contribution at the time required by this Agreement

if the Council fails to provide the Developer with a Tax Invoice for the amount proposed to be paid by the Developer.

5.4 Requirement for Information

- (a) Prior to the payment of any funds into the Community Infrastructure Fund, Council must provide the Developer with a report which identifies what community infrastructure the Developer Contributions are to be allocated to. Council acknowledges that the Developer will make this report publicly available on the Developer's Website.
- (b) On the first anniversary of the date of this Agreement the Council must within 14 days of this anniversary provide the Developer with a report which identifies the total expenditure of any funds from the Community Infrastructure Fund including a description of any works which relate to any such expenditure and what expenditure is proposed for the preceding year. Council acknowledges that the Developer will make this report publicly available on the Developers Website.
- (c) The Council shall provide the Developer with a report referred to in Cl. 5.4(b) on the second anniversary of this Agreement.

6 Enforcement

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by either Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Agreement prevents:



- (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; or
- (ii) the Minister from exercising any function under this Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

7 Registration

The Parties agree not to register this Agreement under section 93H of the Act.

8 Dispute resolution

Any dispute or difference whatsoever arising out of or in connection with this document must be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

9 GST

9.1 GST exclusive

Except under this clause, the consideration for a Supply made under or in connection with this document does not include GST.

9.2 Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

- (a) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this document for that Supply; and
- (b) the Supplier must give the Recipient a Tax Invoice for the Supply.

9.3 Later GST change

For clarity, the GST payable under clause 9.2 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

9.4 Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).



9.5 Warranty that Tax Invoice is issued regarding a Taxable Supply

Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

9.6 Progressive or Periodic Supplies

Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, clause 9.2 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

10 Explanatory Notice to this Agreement

Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in interpreting this Agreement.

11 General

11.1 Amendments

This document may only be amended by written agreement between all parties.

11.2 Assignment

A party may only assign this document or a right under this document with the written consent of the other party whose consent may not be unreasonably withheld.

11.3 Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

11.4 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

11.5 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

11.6 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.



11.7 Representations and Warranties

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

11.8 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

11.9 Governing law and jurisdiction

- (a) New South Wales law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the New South Wales courts and courts competent to hear appeals from those courts.

11.10 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

11.11 Notice

- (a) A notice, consent or communication under this document is only effective if it is:
 - (i) in writing, signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) given as follows:
 - (A) delivered by hand to that person's address;
 - (B) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (C) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.
- (b) A notice, consent or communication delivered under clause 11.11(a) is given and received:
 - (i) if it is hand delivered or sent by fax:



- (A) by 5.00pm (local time in the place of receipt) on a Business Day—on that day; or
- (B) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day—on the next Business Day; and
- (ii) if it is sent by post:
 - (A) within Australia—three Business Days after posting; or
 - (B) to or from a place outside Australia—seven Business Days after posting.
- (c) A person's address and fax number are those set out below, or as the person notifies the sender:
 - (i) Ulan Coal Mines Limited
PMB 3006
4505 Ulan Road
MUDGEE NSW 2850
Fax: 02 6372 5333
 - (ii) Mid-Western Regional Council
86 Market Street
MUDGEE NSW 2850
Fax: 02 6378 2815

Schedule 1

Requirements of Division 6 of Part 4 of the EPA&A Act

Subject and subsection of the Act	The planning agreement
Planning Instrument and/or Development Application (Section 93F(1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument; No. (a) made, or proposes to make, a project or development application Yes. (a) entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies. No. 	
Planning Instrument and/or Development Application (Section 93F(1)) For the purpose or being used or applied towards a public purpose, the Developer has: <ul style="list-style-type: none"> (a) dedicated land free of cost; No. (a) paid a monetary contribution; Yes. (a) provided any other material public benefit. No. 	
Description of the land to which the Planning Agreement applies (Section 93F(3)(a))	See clause 2.
Description of the development to which the Agreement applies (Section 93F(3)(b)(ii))	See clause 2.
The scope, timing and manner of delivery of contribution required by the Planning Agreement (Section 93F(3)(c))	See clauses 4 and 5.
Applicability of section 94 of the Act (Section 93F(3)(d))	The application of s94 of the Act is not excluded.
Applicability of section 94A of the Act (Section 93F(3)(d))	The application of s94A of the Act is not excluded.
Applicability of section 94EF of the Act (Section 93F(3)(d))	The application of s94EF of the Act is not excluded.
Mechanism for dispute resolution (Section 93F(3)(f))	See clause 8.
Enforcement of the Planning Agreement (Section 93F(3)(g))	See clause 6.
Registration of the Planning Agreement (Section 93F(3)(g))	See clause 7.



Schedule 2

Development Contributions

Purpose of Development Contribution	Development Contribution	Date for payment of Development Contribution
Mid-Western Regional Council		
Community Infrastructure Fund	\$3.475 million	First contribution of \$2 million to be made within 30 days of the date of this agreement. Second contribution of \$1.475 million to be paid within a year of the date of the first contribution.
Contribution towards the maintenance of Cope Road	\$1.05 million	First contribution of \$50,000 to be made within 30 days of the date of this agreement. Subsequent contributions of \$50,000 to be paid annually on the anniversary of the date of the first contribution, to a total of 21 contributions.



Execution

EXECUTED as an agreement

Executed by
Ulan Coal Mines Limited ACN 000 189 248 by:

▲ _____ Director	▲ _____ Director/Secretary
▲ _____ Full name of Director	▲ _____ Full name of Director/Secretary

Signed by
Mid-Western Regional Council in accordance with a
resolution passed on

▲ Signature of authorised person	▲ Signature of authorised person
▲ _____ Name of authorised person	▲ _____ Name of authorised person
▲ Office held	▲ Office held

6.2.8 WILPINJONG COAL MINE VOLUNTARY PLANNING AGREEMENT

REPORT BY GENERAL MANAGER
Ulan VPA
A0100052, A0420169

RECOMMENDATION

That:

- 1. the report by the General Manager on the Wilpingjong Coal Mine Voluntary Planning Agreement be received;**
- 2. in accordance with the Environment and Planning Act Council adopt the Voluntary Planning Agreement with Wilpingjong Coal and require staff to implement the actions required by the Voluntary Planning Agreement.**
- 3. authority be granted to the Mayor and General Manager to execute the Voluntary Planning Agreement and all necessary documentation under the common seal of Council.**

DETAILED REPORT

Council commenced negotiations on a voluntary planning agreement (VPA) with Wilpingjong Coal Mine last year. Agreement was reached and the VPA placed on public exhibition on the 14th January 2011. The submission period closes on Friday 11th February 2011. At the time of writing this report no submissions have been received. If any submissions are received prior to the public exhibition closing they will be forwarded to Councillors under separate cover with recommendations on the issues raised.

Attached to the VPA is an explanatory note which is there for information and historical record.

The intent of the VPA is for Council and this community to be compensated for the increase of traffic movement and subsequent impact on roads that will result from the proposed development. There are two parts to the agreement. The first part is a \$600,000.00 cash contribution to the widening and sealing of that part of the Ulan Wollar Road located immediately west of the Marragamba Bridge and extending 2800 metres further west to meet the eastern extent of the existing sealing of the same road.

The second part is a \$50,000.00 contribution of gravel supplied by Wilpingjong which will be used at the sole discretion of Council for the upgrading of the Ulan Wollar Road.

FINANCIAL IMPLICATIONS

The financial implications of the VPA are set out in this report. In effect Council receives \$600,000.00 cash for the upgrading to a sealed standard the Ulan Wollar Road plus \$50,000.00 of gravel to be used on the same road.

STRATEGIC OR POLICY IMPLICATIONS

It is Council's policy to enter in to Voluntary Planning agreement for substantial developments.

WARWICK BENNETT
GENERAL MANAGER

7 February 2011

Attachments:

1. Explanatory Notes
2. Voluntary Planning Agreement

Explanatory note

Planning Agreement for the Wilpinjong Coal Project (Modified 8 September 2010)

Introduction

- 1 Clause 25E of the Environmental Planning Assessment Regulation 2000 (NSW) requires the parties proposing to enter into a planning agreement under section 93F of the Environmental Planning and Assessment Act 1979 (NSW) (Act) to jointly prepare an explanatory note about the planning agreement.
- 2 This Explanatory Note relates to the planning agreement proposed to be entered into by the parties in respect of the development modified by the approval granted by a delegate of the Minister dated 8 September 2010 for the Wilpinjong Coal Project (05_0021) approval for which was granted by the Minister for Planning on 1 February 2008.

Parties to the planning agreement

- 3 The parties to the planning agreement are:
 - (a) Wilpinjong Coal Pty Ltd 104 594 694 (**Developer**); and
 - (b) Mid-Western Regional Council (**Council**).
- 4 The parties enter into this agreement to give effect to the requirements of Condition 12 of Schedule 2 and Appendix 9 of the Approval.

Description of the land the subject of the planning agreement

- 5 The planning agreement applies to the land the subject of the Approval (**Land**).

Description of the Development

- 6 The increase in the mining rate from 13 million tonnes per annum to 15 million tonnes per annum of run of mine coal and associated modifications to fixed and mobile plant for the Wilpinjong open cut coal mine.

Summary of objectives, nature and effect of the planning agreement

- 7 The planning agreement provides that the Developer will contribute:
 - (a) \$600,000 plus GST for the widening and sealing of the section of Ulan-Wollar Road west of the Marragamba Bridge and extending for 2800 m to the point where Moolarben Coal Mines has upgraded the road from the west, with any surplus money to be spent on the Ulan Road upgrade works required under condition 50 of schedule 3 of the Project Approval; and
 - (b) \$50,000 plus GST or equivalent value in gravel for the upgrading for the Ulan-Wollar Road.
- 8 The objective of the planning agreement is to facilitate the Contribution to the Council.

Assessment of merits of the planning agreement**The planning purposes served by the planning agreement**

- 9 In accordance with section 93F(2) of the Act, the planning agreement fulfills the public purpose of the funding of recurrent expenditure relating to the provision of public amenities or public services, or other infrastructure within the Local Government Area
- 10 The Council and the Developer have assessed the planning agreement and both hold the view that the provisions of this planning agreement provide a reasonable means of achieving those public purposes.

How the planning agreement promotes the public interest and one or more objects of the Act

- 11 The draft planning agreement promotes the following objects of the Act as set out in section 5 of the Act to encourage:
 - (a) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment.
- 12 The planning agreement promotes the public interest by providing funding to the Council to enable the provision of public services and facilities in particular the maintenance of public roads.

How the planning agreement promotes the Council's Charter

- 13 The draft planning agreement promotes the following elements of the Council's charter:
 - (a) to properly manage, develop, protect, restore, enhance and conserve the environment of the area (including the built environment) for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.

How the planning agreement promotes one or more of the objects of the Local Government Act 1993

- 14 The planning agreement promotes the objects of the LGA 1993 in enhancing Council's ability to provide services and facilities appropriate to the current and future needs of the local community and of the wider public and facilitates the improvement and development of the resources of the Mid-Western Local Government Area.

How the planning agreement conforms with the planning authority's capital works program

- 15 Additional traffic on Ulan-Wollar Road will necessitate upgrading of the road which is not funded in Council's Works Program. The Developer will make a substantial contribution to the upgrading works required on that road which will not detract from the adopted priorities of Council's Capital Works Program.

Interpretation of planning agreement

- 16 This explanatory note is not to be used to assist in construing the planning agreement.

Draft of
January 2011

Planning Agreement

Wilpinjong Coal Pty Ltd

AND

Mid-Western Regional Council

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Agreement

Date

Parties

Name **Wilpinjong Coal Pty Ltd (Wilpinjong)**
ACN 104 594 694

Registered Office Level 13, 259 Queen Street
Brisbane Qld 4000

Postal Address Locked Bag 2005
Mudgee NSW 2850

Contact Keith Downhan – General Manager

and

Name **Mid-Western Regional Council (Council)**

Address 86 Market Street, Mudgee NSW 2850

Contact The General Manager

BACKGROUND

- A. On 8 September 2010, a delegate of the Minister granted consent to the modification of the Wilpinjong Coal Project which is the subject of the Project Approval.
- B. Condition 12 of Schedule 2 of the Project Approval requires that Wilpinjong shall enter into a planning agreement with the Council which provides for the payment of contributions to Council for upgrading specified elements of the Council's road infrastructure affected by the Project.
- C. By letter to the General Manager of the Council dated 4 August 2010, Wilpinjong offered to enter into this Agreement with the Council.
- D. The purpose of the parties entering into this Agreement is to enable Wilpinjong to satisfy condition 12 of Schedule 2 of the Project Approval.

Operative Part

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Act means the Environmental Planning and Assessment Act 1979.

Agreement means this agreement.

Annexure A means Annexure A to this Agreement.

Business Day means any day excluding Saturdays, Sundays and public holidays.

CPI means the consumer price index for Sydney (All Groups) published by the Australian Bureau of Statistics or the index officially substituted for it.

Gravel is that material excavated on Mining Lease 1573 and used for road building on the Wilpinjong Mine. It is of no particular grade or quality but is generally suitable for road building. For the purposes of this Agreement, this gravel is assumed to have a value of \$6.00 plus GST per cubic metre.

GST has the same meaning as in the GST Law.

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

Land means the land to which the Project Approval applies as described in Appendix 1 of the Project Approval.

Minister means the Minister for Planning.

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

Primary Road Works means the widening and sealing of that part of the Ulan Wollar Road located immediately west of the Marragamba Bridge and extending 2800 metres further west to meet the eastern extent of the existing sealing of the same road.

Project means the project which is the subject of the Project Approval.

Project Approval means the project approval for the Wilpinjong Coal Project (05_0021) granted on 1 February 2008 as modified pursuant to section 75W of the Act by a delegate of the Minister on 8 September 2010.

Regulation means the Environmental Planning and Assessment Regulation 2000.

Road Capital Contribution means an amount of \$600,000.00 plus GST.

Road Capital Contribution Remainder means the Road Capital Contribution minus all payments made by Wilpinjong to Council in accordance with clause 6.1.

Secondary Road Works means the upgrading of Ulan Road between Mudgee and the entrance to the underground surface facilities at the Ulan Coal Mine as described in the Ulan Road Strategy prepared in accordance with Condition 51 of Schedule 3 of the Project Approval.

1.2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

(headings) clause headings and the table of contents are for convenience only and do not affect the interpretation of this Agreement.

(Australian currency) a reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

(corporation) a reference to a corporation includes its successors and permitted assigns.

(statutory corporation) a reference to a statutory corporation includes its successors and permitted assigns.

(including) references to the word 'include' or 'including' are to be constructed without limitation.

(corresponding meanings) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

(singular) the singular includes the plural and vice-versa.

(legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under that legislation or legislative provision.

(writing) a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

2 Planning Agreement under the Act

This Agreement constitutes a planning agreement within the meaning of section 93F of the Act. Annexure A demonstrates how this Agreement complies with the requirements of Division 6 of Part 4 of the Act.

3 Application of the Agreement

- (a) This Agreement applies to the Land.
- (b) This Agreement applies to the Project.

4 Operation of this Agreement

This Agreement operates from the date upon which it is executed by the Parties.

5 Application of sections 94, 94A and 94EF of the Act

- (a) This Agreement does not exclude the application of section 94, 94A and 94EF of the Act to the Project.
- (b) The payments under this Agreement are to be taken into consideration in determining a development contribution for the Project under section 94 of the Act.

6 Development Contributions to be made under this Agreement**6.1 Road Capital Contribution—Ulan Wollar Road**

- (a) Primary Road Works
 - (i) Council is to carry out the Primary Roads Works.
 - (ii) Subject to clause 6.1(a)(iii), Council may issue an invoice to Wilpinjong for its costs reasonably incurred in carrying out each stage of construction of the Primary Road Works following the completion of each stage. The determination of the staging of construction for the Primary Road Works shall be at the sole discretion of Council.
 - (iii) Wilpinjong must pay that proportion of the Road Capital Contribution due under each invoice issued by Council within 14 days provided that the aggregate amount sought under the invoice or invoices for the Primary Road Works does not exceed the Road Capital Contribution.
- (b) Secondary Road Works
 - (i) In the event that there is any unexpended portion of the Road Capital Contribution left following the payment by Wilpinjong to Council of all invoices issued for the Primary Road Works, then, subject to clause 6.1(b)(ii), Council may issue an invoice to Wilpinjong for its costs reasonably incurred in carrying out each stage of construction of the Secondary Road Works following the completion of each stage. The determination of the staging of construction for the Secondary Road Works shall be at the sole discretion of Council.

- (ii) Wilpinjong must pay that proportion of the Road Capital Contribution due under each invoice issued by Council within 14 days provided that the aggregate amount sought under the invoice or invoices for the Secondary Road Works does not exceed the Road Capital Contribution Remainder.

6.2 Contribution of Funds or Gravel

- (a) Subject to clause 6.2(c), Wilpinjong must pay to Council a contribution of \$50,000.00 plus GST to be used by Council for general upgrading of the Ulan Wollar Road.
- (b) The payment under clause 6.2(a) must be made by Wilpinjong to Council within 30 days of the commencement of this Agreement.
- (c) In lieu of the monetary payment under clause 6.2(a), Wilpinjong may at its sole discretion provide to Council the equivalent value in Gravel to be used by Council for the upgrading of the Ulan Wollar Road.
- (d) If Wilpinjong is to make a contribution to Council under clause 6.2(c) above, Wilpinjong must deliver the contribution to the location(s) located within the boundaries of the land subject to Mining Lease 1573 nominated by Council on the date(s) notified by Council.

6.3 Method of Payment

Wilpinjong must pay the monetary contributions required under clauses 6.1 and 6.2 of this Agreement by electronic transfer into a bank account directed by the Council.

6.4 Completion of Road Works

Council agrees to use its reasonable endeavours to complete the road works referred to clauses 6.1 and 6.2 within 24 months of the commencement of the this Agreement.

7 Registration

This Agreement will not be registered as provided for in section 93H of the Act.

8 Review of this Planning Agreement

This Agreement may be reviewed or modified by agreement providing that any variation must be in writing and must be executed by the Parties. This clause does not derogate from any requirement under section 93G of the Act or the Regulation with respect to the amendment of a planning agreement.

9 Notices

9.1 Giving Notice

- (a) Any notice, demand, consent or other communication given or made under this Agreement must be:
 - (1) clearly readable;
 - (2) signed by the Party giving or making it (or signed on behalf of that Party by its authorised representative); and
 - (3) left at the address or sent by pre-paid security post (air mail if outside Australia) to the address or to the fax number of the recipient.
- (b) A Party may change its address or facsimile number for the purpose of service by giving notice of that change to the other Party in accordance with clause 9.1.
- (c) The Parties' respective addresses and facsimile numbers are those set out in the Schedule.

9.2 Receipt

Any communication will be taken to be received by the recipient:

- (a) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the facsimile number of the recipient; and
- (c) if the time of dispatch of a facsimile is not on a Business Day, or is after 5.00 pm (local time) on a Business Day, it will be taken to have been received at the commencement of the next Business Day in which business is generally conducted in that place.

10 Disputes

10.1 Not Commence

A Party may not commence any court proceedings relating to a dispute of any matter under this Agreement (a Dispute) unless it complies with this clause 10.

10.2 Written Notice of Dispute

A Party claiming that a Dispute has arisen under or in relation to this Agreement must give notice to the other Party specifying the nature of the Dispute.

10.3 Attempt to Resolve

On receipt of notice under clause 10.2, the Parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

10.4 Mediation

If the Parties do not agree within 7 days of receipt of notice under clause 10.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique,

the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales (or any replacement). The Parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

10.4 Costs

Each Party to a dispute must pay its own costs of complying with this clause 11. The Parties to the Dispute must equally pay the costs of the Mediation including without limitation the fees of any mediator and the cost of room hire.

10.5 Court Proceedings

If the Dispute is not resolved within 42 days after notice is given under clause 10.2, then any Party which has complied with the provisions of this clause 10 may in writing terminate any dispute resolution process undertaken pursuant to this clause 11 and may then commence court proceedings in relation to the Dispute.

10.6 Not Use Information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 10 is to attempt to settle the Dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken pursuant to this clause 10 for any purpose other than in an attempt to settle the Dispute.

10.7 No Prejudice

This clause 10 does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

11 Entire Agreement

This Agreement contains the entire agreement between the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a Director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

12 Further Acts

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

13 Governing Law and Jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non exclusive jurisdiction of its court and court of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

14 Joint and Individual Liability and Benefits

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

15 No Fetter

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

16 Representations and Warranties

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

17 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

18 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

19 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

Signing page

Executed as an agreement

Executed by Wilpinjong Coal Pty Ltd

Pursuant to section 127 of the *Corporations Act 2001*

Signature of Director

Signature of Secretary

Print name of Director

Print name of Secretary

Executed by Mid-Western Regional Council)
in accordance with a resolution dated:)

Warwick L Bennett
General Manager

Schedule

Name **Wilpinjong Coal Pty Ltd (Wilpinjong)**
Postal Address Locked Bag 2005
Mudgee NSW 2850
Contact Keith Downham – General Manager
Facsimile 02 6373 4575

Name **Mid-Western Regional Council (Council)**
Address 86 Market Street, Mudgee NSW 2850
Contact The General Manager
Facsimile 02 6378 2815

Annexure A

Table detailing how Agreement fulfils section 93F(3) EPA Act requirements for the contents of Planning Agreements

SUBSECTION	REQUIREMENT	AGREEMENT CLAUSE
93F(3)(a)	A description of the land to which the agreement applies.	Definitions – "Land"
93F(3)(b)(i)	A change to the environmental planning instrument to which the agreement applies.	NOT RELEVANT
93F(3)(b)(ii)	A description of the development to which the agreement applies.	Definitions – "Project"
93F(3)(c)	The nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made.	Clause 6 – "Development Contributions to be made under this Agreement"
93F(3)(d)	Whether the agreement excludes (wholly or in part) or does not exclude the application of section 94, 94A or 94EF to the development.	Clause 5 – "Application of sections 94, 94A and 94EF of the Act"
93F(3)(e)	If the agreement does not exclude the application of section 94 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 94.	Clause 5 – "Application of sections 94, 94A and 94EF of the Act"

93F(3)(f)	A mechanism for the resolution of disputes under the agreement.	Clause 11 – "Dispute Resolution"
93F(3)(g)	The enforcement of the agreement by suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.	Clause 9 – "Provision of Security"

6.2.9 ULAN ROAD REPAIRS

REPORT BY BUSINESS MANAGER WORKS

Ulan Road Repairs
A0100052, R9208006**RECOMMENDATION****That:**

1. the report by Business Manager Works on the Ulan Road Repairs be received;
2. Council approves option 2 – stage one contained in the Business Manager Works report of 7th February for the repair of Ulan Road at a cost of \$598,000. This urgent works be funded from the deferring of Mud Hut Creek Road intersection, rehabilitation works on Ulan Road (Frog Rock to Hadabob), pending flood claims and VPA monies assigned to Ulan Road and the 2010/11 Management Plan be amended accordingly.

EXECUTIVE SUMMARY

The section of Ulan Road between Winchester Crescent has sustained damage following the flooding in early December 2010 and has continued to deteriorate over subsequent weeks. For safety reasons, traffic control was implemented in December 2010, reducing this section of road to one lane.

Two repair options were considered based on a geotechnical investigation. It is recommended that the second option be adopted, being an initial repair to the existing pavement costing \$598,000, followed by an overlay costing \$330,000 in 12 to 18 months time. Option 2 provides opportunity for the overlay costs to be included in the proposed upgrade strategy for Ulan Road.

DETAILED REPORT.**Option 1**

Shoulder work -	\$217,850
Drainage Work -	\$ 71,300
Stabilising -	\$163,600
Overlay -	\$492,250
Total -	\$945,000

This option involves replacing the existing failed material in the shoulders while increasing the pavement width from 8m to 11m. The surface drainage would be re established to accommodate the pavement widening. The existing pavement would then be stabilised and overlaid with 300mm (150mm subbase and 150mm base) of good quality material and sprayed with a 2 coat seal.

Option 2 –

Drainage Work -	\$ 71,300
Profile and stabilise -	\$284,300
Subbase Overlay	
including primerseal -	\$242,400
Base overlay -	\$330,000
Total Cost	\$928,000

Option 2 is designed as a staged treatment which offers flexibility in time and funding constraints. It consists of an initial treatment which should be overlaid at a later date to avoid failures.

Stage 1 - Initial Treatment - \$598,000

This option involves the removal of 300mm of existing pavement and the stabilisation of the subgrade to accommodate an 11m wide pavement. The existing pavement material would then be replaced and the pavement widened to 11m. A 150mm overlay with a subbase material would return the road to its previous level. The surface drainage would be re-established to accommodate the pavement widening. A primerseal would be sprayed which would have a life expectancy of 12 to 18 months after which a base overlay will be required. It is noted that during the time between the completion of the initial repair works and the overlay, the traffic will be running on a subbase quality material which is not as high a quality as base material.

Stage 2 - Overlay - \$330,000

A 150mm overlay of good quality base material would be placed to lift the road level and followed by a two coat seal.

FINANCIAL IMPLICATIONS

There is no budget currently allocated for these works. There are currently two projects planned for the 2010/11 financial year on Ulan Road. These are the Mud Hut Road intersection (budgeted cost \$220,000) and rehabilitation works from Frog Rock to Hadabob (remaining budget \$140,000). This report recommends that those two projects be deferred until next financial year to allow these urgent works to be funded and completed.

We have claimed \$155,165 flood damage to repair this section of road to its previous condition but this has not been approved. However given discussions to date with the RTA, it is considered low risk that this claim would not be accepted. The balance of the money required would come from VPA monies allocated to roads maintenance.

In summary these urgent works at a total cost of \$598,000 would be funded as follows

Defer Mud Hut Road Intersection	\$220,000
Defer Rehabilitation works – Ulan Road	\$140,000
Flood Repairs claim	\$155,000
VPA monies assigned to Roads Maintenance	<u>\$ 83,000</u>
<i>Total</i>	<i>\$598,000</i>

STRATEGIC OR POLICY IMPLICATIONS

Option 2 would allow time for the overlay to be included in the proposed upgrade strategy for Ulan Road.

SALLY MULLINGER
BUSINESS MANAGER WORKS

BRAD CAM
GROUP MANAGER OPERATIONS

7 February 2011

APPROVED FOR SUBMISSION:

WARWICK BENNETT
GENERAL MANAGER

URGENT BUSINESS WITHOUT NOTICE

As provided by Clauses 19 & 20 of Council's Code of Meeting Practice (Clause 14 LGMR).

GIVING NOTICE OF BUSINESS

19. (1) The Council must not transact business at a meeting of the Council:
- (a) unless a Councillor has given notice of the business in writing at least two (2) days prior to the day on which the agenda and business paper is prepared and delivered to Councillors; and
 - (b) unless notice of the business has been sent to the Councillors in accordance with Clause 6 of this Code. *(see Section 367 LGA & Clause 14(1) LGMR)*
- (2) Subclause (1) does not apply to the consideration of business at a meeting if the business:
- (a) is already before, or directly relates to a matter that is already before the Council *(see Clause 14(2)(a) LGMR)*; or
 - (b) is the election of a chairperson to preside at the meeting as provided by Clause 12(1) *(see Clause 14(2)(b) LGMR)*; or
 - (c) is a matter or topic put to the meeting by the chairperson in accordance with Clause 21 *(see Clause 14(2)(c) LGMR)*; or
 - (d) is a motion for the adoption of recommendations of a committee of the Council; *(see Clause 14(2)(d) LGMR)*; or
 - (e) relates to reports from officers, which in the opinion of the Chairperson or the General Manager are urgent;
 - (f) relates to reports from officers placed on the business paper pursuant to a decision of a committee that additional information be provided to the Council in relation to a matter before the Committee; and
 - (g) relates to urgent administrative or procedural matters that are raised by the Mayor or General Manager.

BUSINESS WITHOUT NOTICE

20. (1) Despite Clause 19 of this Code, business may be transacted at a meeting of the Council even though due notice of the business has not been given to the Councillors. However, this can happen only if:
- (a) a motion is passed to have the business transacted at the meeting; and
 - (b) the business proposed to be brought forward is ruled by the Chairperson to be of great urgency.
- Such a motion can be moved without notice. *(see Clause 14(3) LGMR)*
- (2) Despite Clause 30 of this Code, only the mover of a motion referred to in subclause (1) can speak to the motion before it is put. *(see Clause 14(4) LGMR)*

ITEM 7: URGENT BUSINESS WITHOUT NOTICE

CONFIDENTIAL

SESSION

CLOSED COMMITTEELOCAL GOVERNMENT ACT, 1993**10A Which parts of a meeting can be closed to the public?**

- (1) A council, or a committee of the council of which all the members are councillors, may close to the public so much of its meeting as comprises:
 - (a) the discussion of any of the matters listed in subclause (2), or
 - (b) the receipt or discussion of any of the information so listed.

- (2) The matters and information are the following:
 - (a) personnel matters concerning particular individuals (other than councillors),
 - (b) the personal hardship of any resident or ratepayer,
 - (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business,
 - (d) commercial information of a confidential nature that would, if disclosed:
 - (i) prejudice the commercial position of the person who supplied it, or
 - (ii) confer a commercial advantage on a competitor of the council, or
 - (iii) reveal a trade secret,
 - (e) information that would, if disclosed, prejudice the maintenance of law,
 - (f) matters affecting the security of the council, councillors, council staff or council property,
 - (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
 - (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land.

- (3) A council, or a committee of the council of which all the members are councillors, may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

- (4) A council, or a committee of a council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

CLOSED COMMITTEE

LOCAL GOVERNMENT ACT, 1993

664 Disclosure and misuse of information

- (1) A person must not disclose any information obtained in connection with the administration or execution of this Act unless that disclosure is made:
- (a) with the consent of the person from whom the information was obtained, or
 - (b) in connection with the administration or execution of this Act, or
 - (c) for the purposes of any legal proceedings arising out of this Act or of any report of any such proceedings, or
 - (d) in accordance with a requirement imposed under the [Ombudsman Act 1974](#) or the *Freedom of Information Act 1989*, or
 - (e) with other lawful excuse.
- (1A) In particular, if part of a meeting of a council or a committee of a council is closed to the public in accordance with section 10A (1), a person must not, without the authority of the council or the committee, disclose (otherwise than to the council or a councillor of the council) information with respect to the discussion at, or the business of, the meeting.
- (1B) Subsection (1A) does not apply to:
- (a) the report of a committee of a council after it has been presented to the council, or
 - (b) disclosure made in any of the circumstances referred to in subsection (1) (a)-(e), or
 - (c) disclosure made in circumstances prescribed by the regulations, or
 - (d) any agenda, resolution or recommendation of a meeting that a person is entitled to inspect in accordance with section 12.
- (2) A person acting in the administration or execution of this Act must not use, either directly or indirectly, information acquired by the person in that capacity, being information that is not generally known, for the purpose of gaining either directly or indirectly a financial advantage for the person, the person's spouse or de facto partner or a relative of the person.
- (3) A person acting in the administration or execution of this Act, and being in a position to do so, must not, for the purpose of gaining either directly or indirectly an advantage for the person, the person's spouse or de facto partner or a relative of the person, influence:
- (a) the determination of an application for an approval, or
 - (b) the giving of an order.

Maximum penalty: 50 penalty units.

CONFIDENTIAL SESSION**MOTION**

I move that pursuant to the provisions of Section 10 of the Local Government Act, 1993 the meeting be closed to the public.

After a motion to close the meeting has been moved and seconded and before the vote, the Chairman will ask if there are any other matters, besides those listed on the agenda which should be considered in Confidential Session.

He will then announce those matters to be considered in Confidential Session. In doing so, the Chairman will give reasons why those matters are to be considered in Confidential Session and explain the way in which discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

Chairman

The following matter has been listed for consideration in Confidential Session:

Subject: *Tender Assessment – Mudgee Showground Main Pavilion*

The reason for dealing with this report confidentially is that it in accordance with Section 10A(2)(Insert Clause Number) of the Local Government Act, 1993.

Discussion of this matter in an open meeting would be, on balance, contrary to the public interest.

The Chairman will then ask the General Manager if there are any written representations from the public on the proposed closure of the meeting.

The General Manager will read out any written representations received.

The Chairman will ask if anyone in the gallery would like to make verbal representations in regard to the matters now to be considered in Confidential Session.

The Chairman will then put the motion “to close the meeting” to the vote.

ITEM 8: CONFIDENTIAL SESSION

- (a) *Mayoral Minute (if any)*
 - (b) *Confidential Reports to Council*
-

8.1 TENDER ASSESSMENT – MUDGEES SHOWGROUND MAIN PAVILION

REPORT BY MANAGER TECHNICAL SUPPORT Mudgee Showground Main Pavilion Tender RTC.doc A0100051, F0650007

RECOMMENDATION

That

1. **the report from the Manager Technical Support on the tender for the Mudgee Showground's main Pavilion be received;**
 2. **Council awards the contract to CCA Projects t/as Club Constructions Australia for the design and construction of the Main Pavilion at Mudgee Showground for the tendered price of \$704,230.00 (excluding GST). The General Manager be given delegated authority to vary this tender by 5% during construction if any contingency variations are required**
-

EXECUTIVE SUMMARY

This report is placed in the public exclusion part of the business paper to give Council the opportunity to consider all tenders that have been received and then make the decision publicly.

Following Council's resolution to invite tenders for the Design and Construction of the Main Pavilion at Mudgee Showground, tenders were called for the establishment of works.

Tenders were called on 20 December 2010 for Tender 2010-19 Design & Construction of the Main Pavilion and closed at 11am on 24th January 2011. Six (6) tenders were received.

Advertisements for the tender were placed in the Local Government Tenders section of the Sydney Morning Herald, Mudgee Guardian, Community News and Council's website from 20 December 2010.

The tendering process was initiated and a Procurement Plan and Tender Evaluation Plan were developed. A Tender Assessment Panel was formed, comprising representatives from the most relevant departments within Council. Members of the Tender Assessment Panel used the Evaluation Plan and methodology to determine which tenderers offered the best value for money in the Design & Construction of the Main Pavilion.

DETAILED REPORT**Tenders Received**

The Tenders received were as follows:

<u>Name</u>	<u>Amount</u>
ATB Morton	\$770,680.00
Bilas Knight 1	\$849,700.00
Bilas Knight 2	\$632,200.00
Club Construction Australia	\$704,230.00
Dan Baggett Construction	\$689,000.00
Lynch Building Group	\$738,668.00

Conforming Tenders

Although some tenders received were partially non-conforming, all tenders were evaluated where possible. Any mandatory requirements that were not met were taken into account in the evaluation process. This decision was made at the beginning of the evaluation process for the benefit of Council receiving the most competitive and suitable contract.

Evaluation Methodology

The objective of the evaluation was to select the tenderer(s) offering the best value for money in a rational and justifiable way which is fair to all tenderers.

Tenders were evaluated strictly in accordance with the Tender Evaluation Plan, and in compliance with the provisions of the *Local Government Act 1993* and Local Government (General) Regulation 2005.

Tender Evaluation Process

The evaluation process is conducted in five stages:

1. An initial review of any non-conforming tenders such as late tenders, tenders not following the instructions set out in the Request for Tender documents, or tenders which clearly were not of an acceptable standard to warrant further detailed evaluation.
2. The Tender Assessment Panel undertakes an objective analysis of tenderers' ability to meet both mandatory and desirable criteria.
3. The tendered information and specific questions are listed under the evaluation criteria and weighted in order of importance to the overall evaluation. Team members score the tenders against the criteria in accordance with the Evaluation Plan.
4. Referee checks are undertaken on each short-listed tenderer in order to determine their capacity to provide the services required.
5. This Tender Evaluation Report detailing the rating of each short-listed tenderer, and the final recommendations are detailed for the consideration of Council.

Assessment Panel

Andrew Kearins	Manager Technical Support
Brad Cam	Group Manager Operations
Leonie Johnson	Management Accountant

Evaluation Findings

After assessing each tenderer on price, experience, construction timetable and design, the highest scoring results is CCA Projects trading as Club Constructions Australia.

The scores are listed below.

Summary of Weighted Scores

ATB Morton	7.76
Bilas Knight	5.68
Bilas Knight	7.00
Club Construction Australia	8.85
Dan Baggett Constructions	8.00
Lynch Building Group	7.83

In the tender assessment process price is weighted at 70% and attributes at 30%. When both attributes and pricing is assessed CCA Projects t/as Club Constructions Australia are evaluated as the best submitted tender.

It is therefore recommended in this report that Council accepts the tender submitted by CCA Projects t/as Club Constructions Australia

CCA projects have recently proven its ability to complete the project to a high standard through a number of local projects such as the Grandstand at Glen Willow currently being constructed. Although not the lowest price, it is within Councils budget and utilises full structural steel, as opposed to C section construction. The design presented by CCA meets Councils requirements and is innovative and aesthetically pleasing. This entity is also located in Mudgee and listed local contractors for the work.

The tender was advertised with a budget of \$680,000 with any tender exceeding this budget by more than 5% to be excluded (that is an upper limit of \$714,000). The participants were encouraged to submit as much detail as possible in regard the detail of their proposal to help with the assessment.

ATB Morton submitted a tender that incorporated all of Councils requirements for the building; however the budget submitted exceeded the upper limit considerably so was not considered further.

Bilas Knight submitted 2 tenders. The first incorporated all of Councils requirements for the building; however the budget submitted exceeded the upper limit so this tender was not considered further. The second tender excluded certain items requested such that the price was under the upper limit. Exclusions included landscaping, lining of main pavilion, bar cool room, bar fit out, dutch gable and painting. Hence this tender was not considered further.

Dan Baggett Constructions (DBC) submitted a Tender that incorporated all of Councils requirements for the building and was within the required upper limit. The tender represents a valid alternative to the Club Construction Australia (CCA) tender being recommended. DBC did not demonstrate experience in commercial buildings. DBC uses a Tri-Steel fabricated shed using web trusses in the frame. Local contractors are listed to complete the work. A design was not submitted, rather a specification generally consistent with the concepts provided with the tender. The proposal includes corrugated iron lining internally and externally. Also not provided were the insurance details.

Lynch Building Group submitted a tender that incorporated most all of Councils requirements for the building and was under the upper budget limit. Not included however was the demolition of any required buildings including the main pavilion and part sheep pavilion. When a budget figure was added to the submission for those works, the tender exceeded the upper limit. The tender otherwise was a good submission with good detail provided and utilising local contractors and suppliers.

FINANCIAL IMPLICATIONS

The construction costs of this project are budgeted in the 2010/11 Management Plan. The budget is \$730,000.00 which is funded as follows:-

- Council reserves funds \$590,000.00
- State Government grant \$100,000.00
- Unspent loan monies 2009/10 \$ 40,000.00

STRATEGIC OR POLICY IMPLICATIONS

The design offered by CCA projects is consistent with the Showground Masterplan.

ANDREW KEARINS
MANAGER TECHNICAL SUPPORT

BRAD CAM
GROUP MANAGER OPERATIONS

4 February 2011

Attachments:

1. Detailed Tender Scores
2. Design and floor plans of main pavilion

APPROVED FOR SUBMISSION:

WARWICK BENNETT
GENERAL MANAGER



Tender Evaluation

TENDER DETAILS

RFT No.	2010/19
RFT Title	Main Pavilion Mudgee Showground
Tender Close	24-Jan-11
Contact Officer Name	Anderw Kearins
Contact Officer Position	Manager Technical Support
Briefing Session Time & Date	11-Jan-11
Briefing Session Location	Mudgee Showground

Complete the above fields to allow information to flow through to individual scoresheets

SCORING SCALE - EVALUATION PLAN 3.12.1

Score	Definitive Answers	Value Judgement
0	Unsatisfactory	Fails to meet the requirement. Unimaginative or no apparent economic benefit.
2	Poor	Minimal Compliance. Moderately creative. Benefits difficult to assess.
4	Satisfactory	Moderately satisfies the requirement. Worthwhile concept. May realise benefits.
6	Good	Partially satisfies the requirement. Creative or enduring benefits over time.
8	Very Good	Satisfies the majority of the requirement. Highly creative or enduring benefits over time.
10	Excellent	Fully satisfies the requirement. Exceptional or immediate and enduring benefits over time

Summary of Weghted Scores

ATB Morton	7.76
Bilas Knight	5.68
Bilas Knight	7.00
Club Construction Australia	8.85
Dan Baggett Constructions	8.00
Lynch Building Group	7.83



Tender Evaluation Scoresheet

Tenderer Name: ATB Morfon
Tender Response No.: 2010/19
RFT No.: 27/01/2011 - 11am
Tender Close: Andrew Kearins
Contact Officer: Manager Technical Support

Criteria	Weighting	Options	Score	Weighted Score	Comments
Evaluation Stage 3 - Conditions for Participation (RFT 8.1.2)					
Not bankrupt or insolvent	Mandatory	Compliant			
No significant deficiencies in requirements or obligations of a previous contract	Mandatory	Compliant			
Not named as non-compliant with Workplace Act 1999	Mandatory	Compliant			
Not named as a terrorist organisation	Mandatory	Compliant			
Price not greater than 5% over Councils estimate	Mandatory	Non-compliant			Price 13% over Council estimate
Public Liability of \$10M	Mandatory	Non-compliant			Did not supply certificate
Supply of Licenses and qualifications	Mandatory	Compliant			
Attend site inspection with Project Manager	Mandatory	Non-compliant			Did not attend site inspection with Project Manager before tendering
Evaluation Stage 4 - Technical Worth					
Construction Timetable			0	10%	0 Did not supply
Demonstrated Experience			10	10%	1
Design			5	10%	0.5
Evaluation Stage 5 - Pricing					
Pricing - whole of life costs			8.94	70%	6.26
TOTAL WEIGHTED SCORE				7.76	
CONCLUSION					
Non-compliant as price 13% higher than Council estimates.					

Tenderer Name: Bilas Knight
 Tender Response No.: 1
 RFT No.: 2010/19
 Tender Close: 27/01/2011 - 11am
 Contact Officer: Andrew Kearins
 Manager Technical Support

 Tender Evaluation
Scoresheet

Criteria	Weighting	Options	Score	Weighted Score	Comments
Evaluation Stage 3 - Conditions for Participation (RFT 8.1.2)					
Not bankrupt or insolvent	Mandatory	Compliant			
No significant deficiencies in requirements or obligations of a previous contract	Mandatory	Compliant			
Not named as non-compliant with Workplace Act 1999	Mandatory	Compliant			
Not named as a terrorist organisation	Mandatory	Compliant			
Price not greater than 5% over Councils estimate	Mandatory	Non-compliant			Price 25% over Council estimate
Public Liability of \$10M	Mandatory	Partially Compliant			Details provided to \$3.5M per contract, with a note that this amount can be adjusted.
Supply of Licenses and qualifications	Mandatory	Compliant			
Attend site inspection with Project Manager	Mandatory	Compliant			
Evaluation Stage 4 - Technical Worth					
Construction Timetable			9	10%	0 Completion before end of financial year, however end of May was preferred completion date
Demonstrated Experience			6	10%	0 Construction of sheds to about \$320,000
Design			5	10%	0 No design concepts provided
Evaluation Stage 5 - Pricing					
Pricing - whole of life costs			8.11	70%	5.68
TOTAL WEIGHTED SCORE					
					5.68
CONCLUSION					
					Non-compliant as price 25% higher than Council estimates.

Tenderer Name: Bilos Knight
 Tender Response No.: 2
 RFT No.: 2010/19
 Tender Close: 27/01/2011 - 11am
 Contact Officer: Andrew Kearns
 Manager Technical Support



Tender Evaluation Scoresheet

Criteria	Weighting	Options	Score	Weighted Score	Comments
Evaluation Stage 3 - Conditions for Participation (RFT B.1.2)					
Not bankrupt or insolvent	Mandatory	Compliant			
No significant deficiencies in requirements or obligations of a previous contract	Mandatory	Compliant			
Not named as non-compliant with Workplace Act 1999	Mandatory	Compliant			
Not named as a terrorist organisation	Mandatory	Compliant			
Price not greater than 5% over Councils estimate	Mandatory	Partially Compliant			Cost acceptable - however reduced scope of works
Public Liability of \$10M	Mandatory	Partially Compliant			Details provided to \$3.5M per contract, with a note that this amount can be adjusted.
Supply of Licenses and qualifications	Mandatory	Compliant			
Attend site inspection with Project Manager	Mandatory	Compliant			
Evaluation Stage 4 - Technical Worth					
Construction Timetable			9	10%	0 Completion before end of financial year, however end of May was preferred completion date
Demonstrated Experience			6	10%	0 Construction of sheds to about \$320,000
Design			2	10%	0 Removed required attributes of the building to reduce cost
Evaluation Stage 5 - Pricing					
Pricing - whole of life costs			10	70%	
TOTAL WEIGHTED SCORE				7	
CONCLUSION					
					Non-compliant as design does not include all required works.

Tenderer Name: Club Construction Australia
Tender Response No.: 1
RFT No.: 2010/19
Tender Close: 27/01/2011 - 11am
Contact Officer: Andrew Kearins
Manager Technical Support



Tender Evaluation Scoresheet

Criteria	Weighting	Options	Score	Weighted Score	Comments
Evaluation Stage 3 - Conditions for Participation (RFT 8.1.2)					
Not bankrupt or insolvent	Mandatory	Compliant			
No significant deficiencies in requirements or obligations of a previous contract	Mandatory	Compliant			
Not named as non-compliant with Workplace Act 1999	Mandatory	Compliant			
Not named as a terrorist organisation	Mandatory	Compliant			
Price not greater than 5% over Councils estimate	Mandatory	Compliant			
Public Liability of \$10M	Mandatory	Compliant			
Supply of Licenses and qualifications	Mandatory	Compliant			
Attend site inspection with Project Manager	Mandatory	Compliant			
Evaluation Stage 4 - Technical Worth					
Construction Timetable			0	10%	0 No construction timetable provided
Demonstrated Experience			10	10%	1 Proven experience in large scale projects
Design			10	10%	1
Evaluation Stage 5 - Pricing					
Pricing - whole of life costs			9.78	70%	6.85
TOTAL WEIGHTED SCORE					8.85
CONCLUSION					
					Suitable design, good commercial experience. Preferred tender.

Tenderer Name: Dan Baggett Constructions
 Tender Response No.: 1
 RFT No.: 2010/19
 Tender Close: 27/01/2011 - 11am
 Contact Officer: Andrew Kearns
 Manager Technical Support



Tender Evaluation Scoresheet

Criteria	Weighting	Options	Score	Weighted Score	Comments
Evaluation Stage 3 - Conditions for Participation (RFT 8.1.2)					
Not bankrupt or insolvent	Mandatory	Compliant			
No significant deficiencies in requirements or obligations of a previous contract	Mandatory	Compliant			
Not named as non-compliant with Workplace Act 1999	Mandatory	Compliant			
Not named as a terrorist organisation	Mandatory	Compliant			
Price not greater than 5% over Councils estimate	Mandatory	Compliant			
Public Liability of \$10M	Mandatory	Partially compliant			Provided Statement of Insurances & details - did not supply certificate of insurance
Supply of Licenses and qualifications	Mandatory	Compliant			
Attend site inspection with Project Manager	Mandatory	Non-compliant			Did not attend site inspection
Evaluation Stage 4 - Technical Worth					
Construction Timetable			0	10%	0 No construction timetable provided
Demonstrated Experience			5	10%	0.5 Construction of Villas - largest project experience provided
Design			5	10%	0.5 No design concepts provided
Evaluation Stage 5 - Pricing					
Pricing - whole of life costs			10.00	70%	
TOTAL WEIGHTED SCORE				8	
CONCLUSION					
Design concepts not provided, did not attend on-site briefing session, less experience with large scale commercial projects than other tenderers, however suitable tender provided.					

Lynch Building Group
1

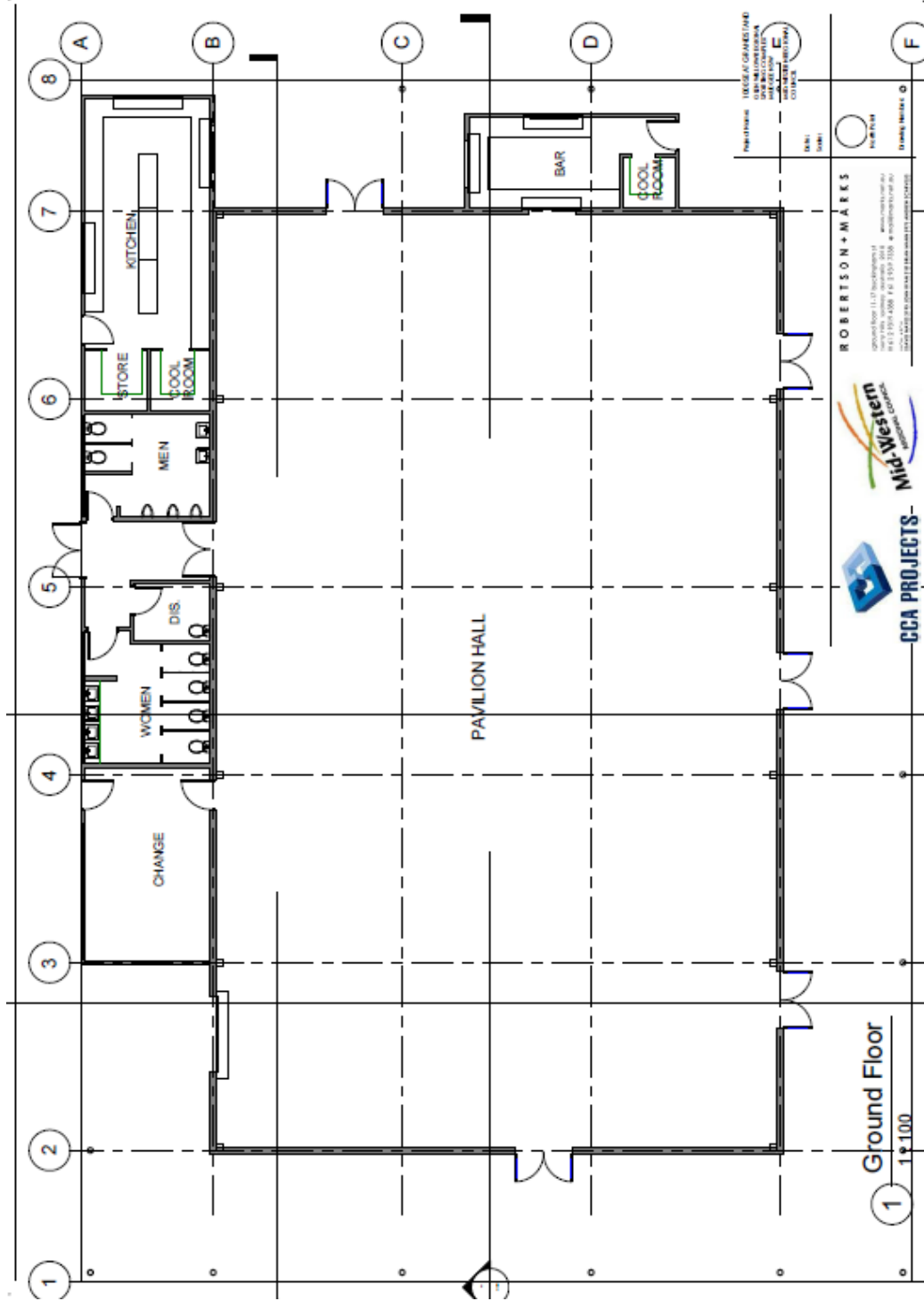
Tenderer Name:
Tender Response No.:
RFT No.:
Tender Close:
Contact Officer:

Lynch Building Group
2010/19
27/01/2011 - 11am
Andrew Kearins
Manager Technical Support



Tender Evaluation Scoresheet

Criteria	Weighting	Options	Score	Weighted Score	Comments
Evaluation Stage 3 - Conditions for Participation (RFT 8.1.2)					
Not bankrupt or insolvent	Mandatory	Compliant			
No significant deficiencies in requirements or obligations of a previous contract	Mandatory	Compliant			
Not named as non-compliant with Workplace Act 1999	Mandatory	Compliant			
Not named as a terrorist organisation	Mandatory	Compliant			
Price not greater than 5% over Councils estimate	Mandatory	Non-compliant			Did not include demolition costs - with a moderate estimate of demo costs - price rises above 5%
Public Liability of \$10M	Mandatory	Non-compliant			Did not supply certificate
Supply of Licenses and qualifications	Mandatory	Compliant			
Attend site inspection with Project Manager	Mandatory	Non-compliant			Did not attend site inspection with Project Manager before tendering
Evaluation Stage 4 - Technical Worth					
Construction Timetable			0	10%	0 Did not supply
Demonstrated Experience			5	10%	0.5 Limited experience in large scale commercial work
Design			8	10%	0.8 Generally as per concept plan
Evaluation Stage 5 - Pricing					
Pricing - whole of life costs			9.33	70%	6.53
TOTAL WEIGHTED SCORE					7.83
CONCLUSION					
					Design was suitable but price too high, once demolition estimates included.



(c) *Urgent Business Without Notice*

ITEM 9: OPEN COUNCIL