



2016

COUNCIL BUSINESS PAPERS

Ordinary Meeting WEDNESDAY 17 AUGUST 2016



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MUDGEES NSW 2850

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10 August 2016

Dear Councillor

MEETING NOTICE
Ordinary Meeting
17 AUGUST 2016
Open Day at 5.30pm

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 five 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 General Manager prior to the commencement of the meeting.

Yours faithfully

A handwritten signature in black ink, appearing to be "BRAD CAM", written over a horizontal line.

BRAD CAM
GENERAL MANAGER

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Item 1: Apologies

Item 2: 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 3: Confirmation of Minutes

3.1 Minutes of Ordinary Meeting held on 10 August 2016

Council Decision:

That the Minutes of the Ordinary Meeting held on 10 August 2016 be taken as read and confirmed.

The Minutes of the Ordinary Meeting are separately attached.

Item 4: Matters in Progress

SUBJECT	RESOLUTION NO. & DATE	RESOLUTION	ACTION
Quarry Road – Kandos	Res. 64/12 Ordinary Mtg 15/2/2012	That consideration of this matter be deferred until discussions with Cement Australia have been completed.	No determination as yet.
Saleyards Subdivision	Res 228/14 Ordinary Mtg 4/6/14	That Council: <ol style="list-style-type: none"> 2. Council advertise state-wide a tender to sell the former Saleyards site, known as Lot 2 DP534336, Lot 399 DP132580, and Lot 532 DP1132581 which has recently been approved for a 48 lot residential subdivision; 3. all tenders be forwarded to Council for determination as to whether or not Council will sell the site; 4. the tender process to last 60 days, and the tender notice clearly indicate that Council may not necessarily accept all or any tenders; 5. Council demolish the old SES building prior to the public tender of this subdivision and remove all demolished waste from site. 	<p>Council has completed the demolition of the old SES building, and the survey of the subdivision is also complete.</p> <p>Further discussion with Council to decide the best timing to call for a tender of this subdivision.</p>
Rural Fire Service Precinct Development	565/14 Ordinary Mtg 17/12/14 25/16 Ordinary Mtg 17/2/16	<p>3. That the General Manager be authorised to continue negotiations with the Rural Fire Service in order to subdivide the necessary 7100sm of land and negotiate an agreement for the timing, design and funding of the Rural Fire Service headquarters and museum at Mudgee.</p> <p>That Council:</p> <ol style="list-style-type: none"> 2. reject the proposed NSW Rural Fire Service Precinct Development proposal due to the high financial burden placed on Council; 3. support the development of the 	<p>The General Manager has had a preliminary meeting with the RFS. They have confirmed they are happy with the 7,100 sm of land, and the timing of construction is 2 years away.</p> <p>Report to August Council Meeting.</p> <p>Recommend completion.</p>

SUBJECT	RESOLUTION NO. & DATE	RESOLUTION	ACTION
		<p>NSW Rural Fire Service Heritage Museum;</p> <p>4. authorise the General Manager to enter into negotiations with NSW Rural Fire Service to develop a proposal for a NSW Rural Fire Service solution that substantially reduces the financial burden on Council.</p> <p>5. receive any new proposals for a NSW Rural Fire precinct, or Fire Control Centre, for in-principle support.</p>	
Tender for cleaning services for Council buildings in the Mudgee/ Gulgong region	572/14 Ordinary Mtg 17/12/14	2. That Council not accept any tenders and delegate authority to the General Manager to negotiate with the tenderers as necessary.	<p>Council staff are undertaking a comparison of in-house versus external service provision.</p> <p>Re-advertised in June with report to Council in August.</p> <p>Recommend completion.</p>
Negotiation with Mudgee Golf Club regarding road realignment and Fairways Estate acoustic barrier/buggy corridor maintenance	447/15 Ordinary Mtg 16/12/15	<p>That:</p> <p>1. The General Manager be authorised to be negotiate with the Mudgee Golf Club regarding land acquisition for a road realignment and footpath construction; and</p> <p>2. The General Manager be authorised to negotiate the agreement for the ongoing maintenance of the buggy corridors within the Fairways Estate.</p>	Continued discussions with the General Manager of Mudgee Golf Club.
Cudgegong River – Lawson Park	70/16 Ordinary Mtg 20/4/16	That Council dredge Cudgegong River at Lawson Park from the weir back.	That Council apply for a Part 7 Fisheries Management Act permit with supporting documentation for the application, for the purpose of clearing the

SUBJECT	RESOLUTION NO. & DATE	RESOLUTION	ACTION
			Cudgegong River at Lawson Park from the weir back.
Establishment of a Lawn Cemetery at Rylstone Cemetery	110/16 Ordinary Mtg 18/5/16	That Council staff prepare a cost estimate to establish a lawn cemetery at Rylstone Cemetery.	Staff will prepare a report to Council in August. Recommend completion.
Rylstone Kandos Preschool	138/16 Ordinary Mtg 1/6/16	That Council commence immediate discussions with the Rylstone Kandos Preschool with the view to increase child placements for the greater Rylstone/Kandos area.	Staff will prepare a report to Council.

Item 5: Mayoral Minute

Nil

Item 6: Notices of Motion or Rescission

Nil

Item 7: Office of the General Manager

Nil

Item 8: Development

8.1 MA0033/2016 - Modification of Consent DA0152/105 - Torrens Title Subdivision - 220 Ulan Road, Bombira

REPORT BY THE TOWN PLANNER
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, MA0033/2016

RECOMMENDATION

That Council:

- A. Receive the report by the Town Planner on the MA0033/2016 - Modification of Consent DA0152/105 - Torrens Title Subdivision - 220 Ulan Road, Bombira; and
- B. Approve MA0033/2016 - Modification of Consent DA0152/105 - Torrens Title Subdivision - 220 Ulan Road, Bombira subject to the following conditions:

APPROVED PLANS

1. Development is to be carried out generally in accordance with stamped plans
 - Drawing Number 22225-C00 Cover Sheet
 - Drawing Number 22225-C01 Existing Site Plan
 - Drawing Number 23949-NL01 Proposed Lot Plan (Revision a)
 - Drawing Number 22225-C03 Proposed Staging Plan
 - Drawing Number 22225-C04 Proposed Services Plan - Sewer
 - Drawing Number 22225-C05 Proposed Services Plan - Water
 - Drawing Number 22225-C06 Proposed Services Plan - Stormwater

and the Application received by Council on 4 November 2014 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.

(AMENDED MA0016/2016)

(AMENDED MA0033/2016)

PRIOR TO ISSUE OF THE CONSTRUCTION CERTIFICATE – CIVIL

2. If any aboriginal artefacts are uncovered or identified during construction earthworks, such work is to cease immediately and the local aboriginal community and National Parks and Wildlife Service are to be notified.
(Note: A suitably qualified person is required to be present during earthworks to identify whether any artefacts were uncovered).
 3. Demonstration through provision of an Engagement Letter that the Subdivision has been registered with Telstra Smart Communities prior to issue of the Construction Certificate.
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4. The development site is to be managed for the entirety of work in the following manner:
 - a) Erosion and sediment controls are to be implemented to prevent sediment from leaving the site. The controls are to be maintained until the development is complete and the site stabilised with permanent vegetation;
 - b) Appropriate dust control measures;
 - c) Toilet facilities are to be provided on the work site at the rate of one toilet for every 20 persons or part of 20 persons employed at the site.
5. Any necessary alterations to, or relocations of, public utility services to be carried out at no cost to council and in accordance with the requirements of the relevant authority including the provision of easements over existing and proposed public infrastructure.
6. A Construction Certificate is required for, but not limited to, the following civil works;
 - Water and sewer main infrastructure
 - Stormwater drainage such as inter-allotment drainage, detention basins,
 - Road construction
 - Footpath and kerb & gutter
 - Landscaping of public reserves

Note: No works can commence prior to the issue of the Construction Certificate.
7. A detailed engineering design supported by plans, and an “Autocad compatible” Plan, (in dwg format including pen-map), material samples, test reports and specifications are to be prepared in accordance with AUS-SPEC #1 (as modified by Mid-Western Regional Council) and the conditions of this development consent.
8. A detailed engineering design is to be submitted to and approved by Council prior to the issue of a Construction Certificate. The engineering design is to comply with Council’s Development Control Plan and the Standards referenced within Appendix B and D.
9. Where the development requires access to private land, the developer shall provide Council with documentary evidence that an agreement has been entered into with the landholder prior to issue of a Construction Certificate. If utilities are to be located within the private land, an easement is to be created prior to release of the Construction Certificate.
10. An Erosion and Sediment Control Plan for the development is to be prepared and implemented in accordance with the LANDCOM guidelines and requirements as outlined in the latest edition of “Soils and Construction – Managing Urban Stormwater”. Points to be considered include, but are not limited to:
 - drainage reserves are to be turfed.
 - single strip of turf to be laid behind kerb and gutter.
 - saving available topsoil for reuse in the revegetation phase of the subdivision;
 - using erosion control measures to prevent on-site damage;
 - rehabilitating disturbed areas quickly;
 - maintenance of erosion and sediment control structures;
 - a schedule of operations is to be submitted to ensure all appropriate works are undertaken at the correct stage.
11. ~~Confirmation from Mudgee Local Aboriginal Land Council is to be provided~~

~~stating that the identified aboriginal camp site has been contained wholly within proposed lot 26 prior to the issue of Construction certificate for stage 1.
(DELETED MA0033/2016)~~

- 11a. As there are known aboriginal objects upon, or within the immediate vicinity of proposed lots 8a, 8b, 8c and Lot 44 that will be or are likely to be harmed from future residential development, prior to the release of the Subdivision Certificate for any of these lots, an Aboriginal cultural heritage assessment report must be prepared and submitted to Council for approval.

This report is to be prepared in accordance with the Office of Environment and Heritage's Guide to investigating, assessing and reporting on Aboriginal cultural heritage in NSW. As per the Guide, the report is required to determine what Aboriginal cultural heritage is in the area, why it is important, what the likely impacts of development will be, and how the impacts can be avoided, minimised or not avoided.

Where the impacts cannot be avoided, an Aboriginal Heritage Impact Permit (AHIP) is to be obtained.
(AMENDED MA0033/2016)

12. Any registered easements or restrictions applicable to the site are to be removed from the title prior to the issue of a construction certificate for that stage to which the easement or restriction may apply.

PRIOR TO THE COMMENCEMENT OF WORKS

13. A Traffic Control Plan (TCP) completed by a "Certified Person" for the implementation during works is to be submitted to Mid-Western Regional Council prior to any work commencing
14. Contractor's public liability insurance cover for a minimum of \$20,000,000 is to be sighted and to be shown to Mid-Western Regional Council as an interested party. Public Liability Insurance is to include Mid-Western Regional Council as an interested party and a copy of the insurance policy including the Certificate of Currency is to be provided to Mid-Western Regional Council prior to the commencement of work. All work is to be at no cost to Council.
15. The applicants shall, at their own expense, engage a registered surveyor to relocate any survey mark that may be disturbed by the development or any associated work. Any information regarding relocation should be supplied to the Land Titles Office and Council.
16. Prior to commencement of works, the submission of possible street/road names in order of preference, for the proposed new roads within the subdivision, are to be submitted to Council for approval.
17. Prior to development the applicant shall advise Council's Development and Community Services Department, in writing, of any existing damage to Council property before commencement of works. The applicant shall repair (at their own expense) any part of Council's property damaged during the course of this development in accordance with AUS-Spec #1/2 (as modified by Mid-Western Regional Council) and any relevant Australian Standards.
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18. All works are to be constructed at the full cost of the developer, in a manner consistent with Aus-Spec #1 and Council's standard drawings.
19. Prior to the commencement of subdivision works, the following actions are to be carried out;
 - A site supervisor is to be nominated by the applicant;
 - Council is to be provided with two (2) days' notice of works commencing.

INFRASTRUCTURE

Stormwater Drainage

20. The applicant is to submit a Drainage Report prepared in accordance with the Institution of Engineers publication Australian Rainfall and Runoff (2001) for approval prior to the release of the Construction Certificate. The report must demonstrate that stormwater runoff from the site is not increased beyond the existing undeveloped state up to and including a 100-year ARI. All storm water detention details including analysis shall be included with the drainage report.
21. The trunk drainage system must be designed such that discharge from the subdivision satisfies the following water quality targets:

Post Development Stormwater Pollution Reduction Targets

- Total Suspended Solids (TSS) – 85% reduction of the typical annual load
 - Total Phosphorus (TP) – 65% reduction of the typical annual load
 - Total Nitrogen (TN) – 45% reduction of the typical annual load
 - 90% of gross pollutant loads, oil and grease retained on-site
-

Note: Results from MUSIC modelling or equivalent shall be supplied with Construction Certificate Issue plans demonstrating that the design meets the above criteria.

22. All internal roads shall comprise roll back concrete kerb and gutter. Sub-surface drainage is required where gutter flows exceed 2.5m width during minor events (1 in 5yr ARI). If required, sub-surface drainage shall be located behind the kerb.
23. Interallotment drainage is to be provided to remove stormwater from any lots that cannot discharge to the street in accordance with AusSpec #1. An easement not less than 1.0m shall be created in favour of the upstream allotments for any Interallotment drainage.
24. One (1) roof-water outlet per allotment is to be provided in the kerb and gutter 2m from the downhill boundary at the time of the installation of the kerb and gutter.
25. Any soil / water retention structures are to be constructed prior to the bulk stripping of topsoil, to ensure sediment from the whole site is captured.
26. 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.

ROADS

27. The intersection of the new road within the subdivision and the Ulan Road is to be designed and constructed to comprise;
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- A full length Rural Channelised T-junction – Full length (CHR) is to be provided in accordance with Figure 7.7 of Austroads Guide to Road Design 2010 – Part 4A: Guide to Unsignalled and Signalled Intersections and RMS Supplements;
- A Rural Auxiliary Left Turn Lane Treatment (AUL) on the major road is to be provided in accordance with Figure 8.4 of Austroads Guide to Road Design 2010 – Part 4A: Guide to Unsignalled and Signalled Intersections and RMS Supplements;
- All existing and proposed utility services shall be located clear of existing road pavements.

28. All internal roads within the subdivision must be designed and constructed to the following standards:

Road 1 and 2

Item	Requirement
Full Road Pavement Width	13 m (2 x 3.5m travel lanes and 2 x 3m sealed shoulders/parallel parking lanes)
Nature Strip	2 x 4.5m
Concrete Footpaths	2.5m Wide
Seal	Two-coat flush seal -14/7 mm (Double/ Double) as required
Kerb & Gutter	Roll back concrete kerb & gutter
Subsoil Drainage	Where gutter flow exceeds 2.5m during minor events or adjacent to intersections. To be installed behind kerb

Road 5, 6 and 8

Item	Requirement
Full Road Pavement Width	11 m (2 x 3.5m travel lanes and 2 x 2m sealed shoulders)
Nature Strip	2 x 4.5m
Concrete Footpaths	1.2m Wide
Seal	Two-coat flush seal -14/7 mm (Double/ Double) as required
Kerb & Gutter	Roll back concrete kerb & gutter
Subsoil Drainage	Where gutter flow exceeds 2.5m during minor events or adjacent to intersections. To be installed behind kerb

Road 3, 4, 9, 10 and 14

Item	Requirement
Full Road Pavement Width	8m (2 x 4m travel lanes)
Nature Strip	2 x 4m
Concrete Footpaths	Nil
Seal	Two-coat flush seal -14/7 mm (Double/ Double) as required

Kerb & Gutter	Roll back concrete kerb & gutter
Subsoil Drainage	Where gutter flow exceeds 2.5m during minor events or adjacent to intersections. To be installed behind kerb

Road 7, 11, 12 and 13

Item	Requirement
Full Road Pavement Width	9 m (2 x 3.5m travel lanes with 2x1m sealed shoulders)
Nature Strip Concrete	2 x 4.5m 1.2m
Footpaths Seal	Two-coat flush seal -14/7 mm (Double/ Double) as required
Kerb & Gutter	Roll back concrete kerb & gutter
Subsoil Drainage	Where gutter flow exceeds 2.5m during minor events or adjacent to intersections. To be installed behind kerb

29. The submission to Council of engineering design plans for any road works shall include pavement and wearing surface investigation and design.
30. All electrical, telecommunication and water service crossings are to be perpendicular to the road centreline and performed prior to the addition of the base course and installation of kerb and gutter.
31. All stormwater, water and sewer main infrastructure road crossings must be installed prior to the addition of the base course and installation of kerb and gutter.
32. All water mains and associated fittings/valves should not be installed underneath a concrete structure such as the footpath.
33. All required earthworks for roads associated with the subdivision must have compaction testing in compliance with RMS Q4 and AUS-SPEC CQS-A.
34. A Traffic Control Plan (TCP) completed by a "Certified Person" for implementation during works is to be submitted to Mid-Western Regional Council prior to any work commencing.
35. All internal roads must be designed with design speed of 60km/hr.
36. Street signs necessitated by the subdivision are to be installed in accordance with Aus-Spec #1 and Council standards.
37. A Give Way sign is required to be installed on the internal subdivision road at the junction with Ulan Road.
38. 50km/hr speed restriction signs, duplicated both sides of the road, are to be installed on Road 1 at the entry to the subdivision. These signs must also indicate 80km/hr for traffic leaving the subdivision.
39. The proposed internal road network should have sufficient width to accommodate the turning paths for service vehicles (e.g. rubbish collection and

removalist vehicles). Particular attention should be given to cul de sac finishing points.

WATER AND SEWER

- 40. An application for a Compliance Certificate under the Water Management Act, 2000 is to be submitted to Council as the Water Supply Authority and approved prior to the issue of a Subdivision Certificate for each stage of the development.

Note: This will include (but is not limited to) the requirement to alter and extend services, upgrade and install ancillary infrastructure such as sewer pump stations and the payment of section 64 developer contributions.

- 41. Three metre wide easements, including associated Section 88B of the Conveyancing Act 1919 instruments, are to be created in favour of Council over any existing or newly constructed water, or sewerage reticulation components located within the subject property, or extended through adjoining private properties as a result of this subdivision.

Note: where an easement is proposed over private land for the purpose of servicing this subdivision, Council will require evidence that the easement has been created prior to release of the Construction Certificate.

- 42. The proposed sewer pump station to be located on proposed lot 103 is to be constructed above the probable maximum flood level. Details to be provided with the relevant Construction Certificate stage.

EARTHWORKS

- 43. All finished surface levels shall be shown on the plans submitted for the Construction Certificate. Where it is proposed to import fill, the material shall be certified as free of hazardous materials and contamination by a suitably qualified geotechnical engineer. Fill placed in residential or commercial lots shall be compacted in accordance with AS3798-2007 Guidelines on Earthworks for Commercial and Residential Developments.

Contributions and other charges

- 44. In accordance with the provisions of s.94 of the Environmental Planning and Assessment Act 1979 and the Mid-Western Regional Council Section 94 Developer Contributions Plan, the developer will contribute a contribution per lot of \$7,022.00 (excluding house lot). The contributions are to be paid at the lodgement of the Subdivision Certificate for each stage.

Catchment 2

Section 94 Contributions

Transport Management	
Traffic Management	\$1247.00
Open Space	
Local Open Space	\$1957.00
District Open Space	\$2657.00
Community Facilities	
Library Buildings	\$256.00
Library Resources	\$307.00
Administration	

Plan Administration

\$598.00

Total per lot

\$7022.00

NOTE: Developer Contributions and all other fees and charges are subject to Consumer Price Index increase at 1 July each year. Please contact Council's Development Department regarding any adjustments.

(AMENDED MA0016/2016)

(AMENDED MA0033/2016)

PRIOR TO THE ISSUE OF THE SUBDIVISION CERTIFICATE

- 45. A linen plan and two (2) copies are to be submitted to Council for approval and endorsement by the General Manager.**

NOTE: 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. Council's fee to issue a Subdivision Certificate is set out in Council's fees and charges.

- 46. Following completion of the subdivision works, one full set of Work-As-Executed plans, in pdf and dwg format, which is "AutoCAD compatible", is to be submitted on disk to Council. All Work-As-Executed plans shall bear the Consulting Engineer's or Consulting Surveyor's certification stating that all information shown on the plans is accurate.**

- 47. Underground electricity, street lighting and telecommunications are to be supplied to the subdivision. Prior to issue of the Subdivision Certificate, Council is to be supplied with:**

- (a) A certificate from an energy provider indicating that satisfactory arrangements have been made for provision of electricity supply to the subdivision.**
- (b) A letter from Telstra indicating that they accept acquisition of the infrastructure provision of telecommunication services to the subdivision.**

- 48. Prior to the issue of a Subdivision Certificate:**

- (a) all contributions must be paid to Council and all works required by the consent be completed in accordance with the consent, or**
- (b) an agreement be made between the developer and Council; be paid to Council in accordance with this condition for the purpose of:**
 - i) as to the security to be given to Council that the works will be completed or the contribution paid, and**
 - ii) as to when the work will be completed or the contribution paid.**

- 49. Following completion of all engineering works, a defect liability bond of 5% of the value of such works (not carried out by Council) shall be lodged with Council for a twenty four month (24) period to ensure that any defects in such works are remedied by the developer.**

Note: The bond may be provided by way of a monetary deposit with the Council or a bank guarantee to the satisfaction of the Council. The bank guarantee must not specify any time limitations on the operation of the guarantee.

- 50. The developer is to ensure that all defects in the works that become apparent within twenty four (24) months of Council accepting the works on maintenance are remedied to Council's satisfaction. If these defects are not satisfactorily**
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remedied, Council may use bond money to carry out rectification.

Note: Any unspent bond money will be returned to the developer at the end of the twenty four (24) month period, less the estimated cost of any outstanding works.

51. 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.

GENERAL

52. The subdivision works are to be inspected by the Council (or Accredited Certifier on behalf of Council) to monitor compliance with the consent and the relevant standards of construction encompassing the following stages of construction:
- (a) Installation of sediment and erosion control measures
 - (b) Water and sewer line installation prior to backfilling
 - (c) Establishment of line and level for kerb and gutter placement
 - (d) Road pavement construction
 - (e) Road pavement surfacing
 - (f) Practical completion

All works are to be constructed at the full cost of the developer, in a manner consistent with Aus-Spec #1 and Council's standard drawings.

53. If the Subdivision Certificate is not issued within the financial year of the date of determination, then the charges and contributions contained in this consent will be increased to the current rate at the time of payment.
54. The developer must provide Council and land purchasers with a site classification for each lot within the subdivision. The classification is to be carried out at a suitable building site on each lot and is to be carried out by a NATA registered laboratory using method (a) of Clause 2.2.3 of AS2870 - 1996. Results are to be submitted to Council prior to issue of the Subdivision Certificate.
55. The development is to be provided with completed drainage, pollution traps and open space areas as detailed in the approved landscape plans for each stage of the development. Any drainage or open space area within or adjacent to a stage is to be completed prior to the release of the Subdivision Certificate for that stage.
56. Street trees are required at a rate of two (2) trees per lot and are to be planted prior to the issue of the Subdivision Certificate. The trees are to be semi- mature and barricaded for protection
57. All open space areas are to be levelled, top soiled, turfed with the installation of an in ground irrigation system prior to the release of the Subdivision Certificate. The developer will maintain these areas for a period of two (2) years from the release of the Subdivision Certificate.
58. A shared Pedestrian/bicycle path is to be provided from the new entrance to the Southern boundary on Ulan Road. Engineering details of the access are to be provided with the construction certificate documentation for stage 3. The access is to be completed prior to the issue of subdivision certificate for stage 3.
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59. An acoustic assessment be provided by a qualified acoustic engineer and that any recommendations arising from the report be required to be implemented during construction.
60. A Restriction as to User is to be registered on the title of proposed lots ~~37, 39, 40, 41, 42, 43, 44, 45, 60, 63, 69 and 70~~ 1, 3, 5, 12, 13, 16, 55, 56, 57, 58, 59, 60 stating that no direct access to Ulan Road is permitted.
(AMENDED MA0033/2016)
61. The landscaped buffer along Ulan Road is to be extensively landscaped to provide a visual separation between Ulan Road and the subdivision. The landscaping is to incorporate both low and high growing species. Landscaped plans are to be submitted with the Stage 1 Construction Certificate and works completed prior to the issue of subdivision certificate for stage 1.
62. A detailed contamination site investigation is to be undertaken of the diesel tank and included with the construction certificate documentation for Stage 4. Any remediation measures included in the assessment must be completed prior to the issue of subdivision certificate for stage 4.
63. A Restriction as to User is to be placed on proposed lots ~~40 to 45~~ 55 to 60 inclusive restricting further subdivision of the land to assist in preserving the rural amenity of the northern gateway entrance into Mudgee.
(AMENDED MA0033/2016)
64. Proposed lot 103 (detention basin) is to incorporate a passive recreation area in accordance with the provisions of Mid-Western Regional Development Control Plan 2013. Details of this are to be provided with the construction certificate documentation for stage 1. The recreation area is to be completed to the satisfaction of Council prior to the issue of subdivision certificate for stage 5.
65. The existing shed is to be lawfully demolished prior to the issue of subdivision certificate for stage 4.

Executive summary

OWNER/S	Maas Group Properties No5 Pty Ltd
APPLICANT:	Maas Group Properties No5 Pty Ltd
PROPERTY DESCRIPTION	220 Ulan Road, Bombira (Lot 1 DP1000182)
PROPOSED DEVELOPMENT	Torrens Title Subdivision
ESTIMATED COST OF DEVELOPMENT:	\$4,725,000
REASON FOR REPORTING TO COUNCIL:	Original application referred to Council
PUBLIC SUBMISSIONS:	Nil

A Section 96(1A) Modified Application under the Environmental Planning and Assessment Act, 1979, for the proposed modification of Development Consent D0152/2015 was lodged with Council on 17 June 2016, seeking to create an additional two allotments (Lots 8a and 8b) and the resultant modification to the boundaries of existing Lot 8 (formerly Lot 26, housing the existing dwelling) and Lot 25 (refer to Figure 1, below).

The proposal generally complies with all the relevant plans and controls and is recommended for approval.

It should be noted, the applicant has changed the order of lot numbering in the modified plans, now approved as per Condition 1. Accordingly, conditions 60 and 63 have been amended to reflect the revised, approved layout.

Back Ground

Council has received an application to modify the approved 135 lot subdivision granted by DA0152/2015. The application was originally referred to and approved by Council at the ordinary meeting of 17 December 2014.

The application was also subsequently modified by Council to re-locate a proposed park (MA0016/2016) at the ordinary meeting of 16 March 2016.

Disclosure of Interest

Nil.

Detailed report

A Section 96(1A) Modified Application under the Environmental Planning and Assessment Act, 1979, for the proposed modification of Development Consent D0152/2015 was lodged with Council on 17 June 2016.

The application seeks to create two new allotments being Lot 8a and Lot 8b, each having a site area of 2,000m². As a result of the subdivision, the boundaries to existing Lot 8 and Lot 25 have been amended, with the new lot areas being 2,743m² (proposed Lot 8a) and 2,226m² (proposed Lot 44) respectively. Refer to Figure 1 below for a site layout plan, and Figure 2 showing an excerpt of the current approved layout, and that proposed.



Figure 1: Amended Lot Layout – Modification Circled in Red



Figure 2- Current Approved Layout



Proposed Modified Layout

REQUIREMENTS OF REGULATIONS AND POLICIES

Section 96 Modification Legislation

The Modified Application is pursuant to Section 96(1A) of the Environmental Planning and Assessment Act, 1979. The Modified Application requests that Council amend the approved lot layout, creating an additional two allotments, to an approved 135 lot subdivision. No other component of the development is proposed to be amended.

Section 96(1A) of the Environmental Planning and Assessment Act, 1979 pertains to modifications to an approved Development Application involving minimal environmental impact. It is considered that the amendment would provide minimal environmental impact and is substantially the same development as the consent which was originally granted.

The information detailed below provides an assessment of these areas of the development which will require assessment with Section 79C of the Environmental Planning and Assessment Act, 1979, as is relevant.

Those areas of the development not discussed below were not considered relevant to the proposed modification.

Mid Western Regional Local Environmental Plan 2012 (MWRLEP 2012)

The land is zoned R2 Low Density Residential pursuant to MWRLEP 2012.

The proposed modification still achieves the objectives of the zone and the aims of the MWRLEP 2012, with the creation of additional lots for residential purposes.

The lots to be created or altered as a result of this proposal will satisfy the minimum lot size of 2,000m² as prescribed under Part 4.1 – Minimum subdivision lot size.

All other relevant provisions of the MWRLEP 2012 were considered during assessment of the original development application and remain valid.

State Environmental Planning Policy (SEPP's)

All the relevant SEPP's were addressed during the assessment of the original development application with this modification having no relevance to those SEPP's.

Mid Western Regional Development Control Plan 2013

All the relevant provisions of MWRDCP 2013 were addressed during the assessment of the original development application.

The proposed extra lots generally satisfy the provisions of Part 7.1 – Urban Subdivision with all lots being capable to be serviced and having access to approved roads within the subdivision.

Proposed lot 8c containing the existing dwelling will gain access via a 4m wide battle-axe handle from 'road 14'. The DCP generally requires a battle-axe handle width of 6m in the R2 zone. However, as the lot will eventually have an alternate road frontage to a future road within the subdivision (road 12) the requirement of a 6m handle is not considered warranted in this instance.

IMPACT OF DEVELOPMENT

Context and Setting

The additional two lots will not result in negative impacts upon neighbouring properties, and furthermore will not change the relationship to the regional and local context, in terms of scenic qualities, character and amenity, scale and density.

Access, transport and traffic

The additional two lots will not generate any significant additional traffic movements that would necessitate the upgrades of any roads or the intersection to Ulan Road. Council's Manager of Development Engineering has provided advice to this effect.

Public domain

The proposed modification will not create additional demands for public recreational areas, and requires no additional pedestrian linkages to public spaces.

Utilities

All utilities are still available to the proposal.

Heritage

Through previous investigations there are known aboriginal objects located upon proposed Lot 8a (Relic BMB1) and in the immediate area of Lots 8b, 8c and 44. These investigations include an Aboriginal Cultural Heritage Assessment prepared by Mudgee Local Aboriginal Lands Council, dated 5 December 2012, and a subsequent report dated 27 July 2016. It should also be noted that, an Aboriginal Heritage Information Management System (AHIMS) search conducted for the site with a buffer of 50m identifies two Aboriginal sites recorded in or near the site, and zero sites declared.

The original application addressed impacts upon the identified items through the creation of Lot 26, an oversized parcel containing the existing dwelling and know relics. As no further development on the lot was expected no impact upon the aboriginal items was anticipated and the application was approved, subject to condition 26, requiring ... *the identified aboriginal camp site has been contained wholly within proposed lot 26 prior to the issue of Construction certificate for stage 1.*

The subject modification now seeks to subdivide Lot 26 and amend the boundary Lot 25 to create Lots 8a, 8b, 8c and 44. Therefore the items identified through the original and subsequent investigations may be impacted, through the development of the allotments.

No supportive information was provided by the applicant addressing the possible impacts upon the aboriginal items. Therefore, it is recommended that a condition of consent be imposed requiring the applicant prepare an Aboriginal cultural heritage assessment report, prior the release of any subdivision certificate associated with Lots 8a, 8b, 8c and 44. This report is required to determine what Aboriginal cultural heritage is in the area, why it is important, what the likely impacts of development will be, and how the impacts can be avoided, minimised or not avoided. In instances where the impacts cannot be avoided, an Aboriginal Heritage Impact Permit (AHIP) is to be obtained.

Other land resources

No impact expected from additional two lots.

Water

No impact expected from additional two lots.

Soils

No impact expected from additional two lots.

Air and Microclimate

No impact expected from additional two lots.

Flora & fauna

Not applicable.

Waste

Not applicable.

Energy

Not applicable.

Noise & vibration

Not applicable.

Natural Hazards

Not applicable.

Technological hazards

Not applicable.

Safety, security and crime prevention

Not applicable.

Social impact in the locality

Not applicable.

Economic impact in the locality

Not applicable.

Site design and internal design

No impact expected from additional two lots.

Construction

Not applicable.

Cumulative Impacts

No impact expected from additional two lots.

SUITABILITY OF SITE FOR DEVELOPMENT

Does the proposal fit in the locality

The proposal will still fit within the locality as previously approved.

Are the site attributes conducive to development

Yes. No impact expected from additional two lots

SUBMISSIONS MADE IN ACCORDANCE WITH ACT OR REGULATIONS

Public Submissions

The application was notified in accordance with MWRDCP 2013. No submissions were received during the notification period, ending 15 July 2016.

Submissions from public authorities

No referrals considered necessary.

THE PUBLIC INTEREST

Federal, State and local government interests and community interests

No significant issues in the interest of the public are expected as a result of the proposed modification.

CONSULTATIONS

Health & Building

Not applicable.

Development Engineer

Council's Development Engineer has raised no concerns with the proposal with services still able to be provided for the proposed modification.

Heritage Advisor

Not applicable.

Community Plan implications

Theme	Looking After Our Community
Goal	Vibrant towns and villages
Strategy	Make available diverse, sustainable, adaptable and affordable housing options through effective land use planning

Financial implications

Not applicable.

DREW ROBERTS
TOWN PLANNER

LINDSAY DUNSTAN
MANAGER, STATUTORY PLANNING

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

12 July 2016

Attachments: 1. Amended Site Plan.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER



PROPOSED LOT PLAN

SCALE 1:4000 (A3)
CONTOUR INTERVAL 0.5m

KEY:

- - - - - EXISTING PROPERTY BOUNDARY
- - - - - EXISTING EASEMENT
- - - - - PROPOSED LOT PLAN
- - - - - EXISTING WATER MAIN
- - - - - EXISTING STORMWATER LINE
- - - - - EXISTING SCHEDULE LINE
- - - - - EXISTING SEWER MAINLINE
- - - - - PROPOSED PARK/LANDSCAPING

NOTES:

1. BEARINGS AND DISTANCES ARE BY TITLE AND/OR DEED ONLY. NO BOUNDARY INVESTIGATION HAS BEEN CARRIED OUT.
2. CONTOURS SHOWN REFLECT THE TOPOGRAPHY, EXCEPT AT SPOT LEVELS SHOWN. THEY DO NOT REPRESENT THE EXACT LEVEL AT ANY PARTICULAR POINT.
3. SERVICES SHOWN HEREIN HAVE BEEN DETERMINED FROM VISUAL EVIDENCE ONLY. PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE THE RELEVANT AUTHORITY SHOULD BE CONTACTED TO ESTABLISH DETAILED LOCATION AND DEPTH.
4. NO FORMAL SURVEY COMPLETED. CONTOURS AS SHOWN FROM LEAS AERIAL SURVEY.

Drawing Status:



Offices Located
Bathurst, Mudgee, Parkes & Berrumbidgee

Contact Us
T 1300 138 687
E general@barnson.com.au
W www.barnson.com.au



Client: MAAS GROUP

Project: PROPOSED RESIDENTIAL SUBDIVISION,
Lot 1 DP1000182, 220 ULAN RD,
MUDGEE, NSW.

Drawing Title:
PROPOSED LOT PLAN

Design	Drawn	Rev	Date	Amendment
LM	IM			
Check	QA			
SD	SD			
Drawing Sheet				
A1 - Original size - Scale as noted				
A3 - Intermediate - Not to scale				

Certification	Drawing Number	Revision
	23949-NL01	a

8.2 Post Exhibition Report for Wilpinjong Extension Project - Deed of Amendment to Planning Agreement between MWRC and Wilpinjong Coal Pty Ltd

REPORT BY THE DIRECTOR DEVELOPMENT
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0420169, GOV400054

RECOMMENDATION

That Council:

1. **receive the report by the Director Development on the Post Exhibition Report for Wilpinjong Extension Project - Deed of Amendment to Planning Agreement between MWRC and Wilpinjong Coal Pty Ltd;**
2. **endorse the amendments to the Voluntary Planning Agreement as proposed by the Deed of Amendment to Planning Agreement; and**
3. **authorise the General Manager to finalise and execute the Deed of Amendment.**

Executive summary

Wilpinjong Coal Pty Ltd is seeking approval to extend the life of its Wilpinjong mining operations for 7 years (ie. from 2026 to 2033) under the Wilpinjong Extension Project SSD 6764. Wilpinjong Coal Pty Ltd has made an offer to extend the current Voluntary Planning Agreement (VPA) with Council to cover the life of mine period.

The draft VPA documents were placed on public exhibition for a period of 28 days in accordance with the requirements of the Environmental Planning and Assessment Act.

The purpose of this report is to provide a post exhibition report for consideration by Council and to seek authorisation from Council for the General Manager to finalise and execute the Deed of Amendment.

Disclosure of Interest

Nil.

Detailed report

An update on the progress of the amendments to the Voluntary Planning Agreement (VPA) between Wilpinjong Coal Pty Ltd and Council in relation to the Wilpinjong Extension Project SSD 6764 was provided at the 20 April 2016 Council meeting. This included a draft Deed of Amendment to Planning Agreement and Explanatory Note as attached to this report.

At the same meeting Council resolved to place the proposed amendments to the VPA on public exhibition for a period of 28 days in accordance with the requirements of the Environmental Planning and Assessment Act.

Public Submissions

Twelve submissions were received during the public exhibition period. Copies of these submissions are included as an attachment to the report.

The main issues raised in the public submissions are discussed below.

1. Provision of New Toilets at Harry Harvey Park

The majority of the submissions requested a new toilet facility at Harry Harvey Park.

Comments

Wilpinjong Coal Pty Ltd owns the Wollar General Store which includes toilet facilities and has confirmed that it will provide public access to these facilities during and beyond store opening hours. This is reflected in the Deed of Amendment.

2. \$15,000 Contribution for Maintenance of Community Infrastructure in Wollar Village

The majority of the submissions requested a \$15,000 per annum contribution towards the maintenance of community infrastructure in the Wollar Village.

Comments

At the 17 February 2016 Council meeting, Council resolved to include an additional \$15,000 per annum for maintenance of community infrastructure within the Wollar Village including infrastructure not necessarily owned and maintained by Council.

The General Manager has held discussions with Peabody Energy Australia management who have confirmed that they are already making contributions and/or undertaking maintenance activities towards community infrastructure in the Wollar Village. Wilpinjong Coal Pty Ltd will commit to the ongoing maintenance of the vacant and public land in the Wollar Village (including church grounds, parks and town entrances). This is reflected in the Deed of Amendment.

3. Access to Toilet Facilities at Wollar General Store

A number of submissions raised concerns that the toilet facilities may not be available outside of store operating hours.

Comments

As per point 1 above, Wilpinjong Coal Co Pty Ltd has committed to provide public access to the facilities beyond store opening hours.

4. Annual Payments

A number of submissions made comments regarding the timing and calculation of annual payments. This included that the annual payments formula was misleading, there is no justification for the deduction of 100 employees and the change in the formula for the last 7 years does not capture the peak workforce numbers.

Comments

The original parties to the VPA determined that \$600 per annum per employee was an appropriate annual contribution amount, with a discount applied for the first 100 employees due to an upfront payment by Wilpinjong Coal Co Pty Ltd at the commencement of the VPA (instead of annual payments over the 20 year project life).

The annual payment removes the discount for the first 100 employees from 2028 to reflect the fact that there is no additional lump sum payment being made Wilpinjong Coal Co Pty Ltd for the additional 7 years.

The intention of the amendment to the VPA is to extend the current VPA to cover the proposed extension to the Wilpinjong mining operations for a period of 7 years. It is not intended to renegotiate the original terms or methods of calculating appropriate annual payments.

5. Transfer of Mine Ownership

A number of submissions raised concerns regarding the transfer of mine ownership (ie. if the Wilpinjong mine was sold to a third party) and whether a new owner would fulfil the VPA commitments.

Comments

The Deed of Agreement addresses the assignment or novation to a third party in Clause 3.2.

6. Mitigation of Social Impacts on Wollar Community

A number of submissions noted that the VPA funds were insufficient to mitigate the social impacts of the Wilpinjong Coal project on the Wollar community.

Comments

The impacts of the Wilpinjong Coal project on the Wollar community are recognised by Council. Project approval provides conditions to manage or minimise the impacts of mining, which includes some of the social impacts. The VPA may not address all of the social impacts but does seek to support the delivery of public amenities or services impacted by the development.

If Council accepts the amendments to the VPA as proposed by Wilpinjong Coal Pty Ltd (as per the Deed of Agreement), the General Manager can be authorised to finalise and execute the Deed of Agreement on behalf of Council.

Community Plan implications

Theme	Looking After Our Community
Goal	Effective and efficient delivery of infrastructure
Strategy	Provide infrastructure and services to cater for the current and future needs of our community

Financial implications

The amendment to the VPA will provide additional funds which can be used for public purposes. The Environmental Planning and Assessment Act requires that a VPA be for a public purpose including the following:

- (2) *A public purpose includes (without limitation) any of the following:*
 - (a) *the provision of (or the recoupment of the cost of providing) public amenities or public services,*
 - (b) *the provision of (or the recoupment of the cost of providing) affordable housing,*
 - (c) *the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,*

- (d) *the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,*
- (e) *the monitoring of the planning impacts of development,*
- (f) *the conservation or enhancement of the natural environment.*

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

25 July 2016

Attachments:

1. VPA Explanatory Note. (separately attached)
2. Current VPA. (separately attached)
3. Deed of Amendment to Planning Agreement. (separately attached)
4. Public Submissions. (separately attached)

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

8.3 Monthly Development Applications Processing & Determined

REPORT BY THE DIRECTOR DEVELOPMENT

TO 17 AUGUST 2016 ORDINARY MEETING

GOV400054, GOV400043, A100055, A100056

RECOMMENDATION

That Council receive the report by the Director Development on the Monthly Development Applications Processing & Determined.

Executive summary

The report presented to Council each month is designed to keep Council informed of the current activity in relation to development assessment and determination of applications.

Disclosure of Interest

Nil.

Detailed report

Included in this report is an update for the month ending 31 July 2016 of Development Applications determined and Development Applications processing. The report will detail:

- Total outstanding development applications indicating the proportion currently being processed and those waiting for further information
- Median and average processing times for development applications
- A list of determined development applications
- Currently processing development applications and heritage applications

Community Plan implications

Theme	Looking After Our Community
Goal	Vibrant towns and villages
Strategy	Maintain and promote the aesthetic appeal of the towns and villages within the Region

Financial implications

Not applicable.

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

3 August 2016

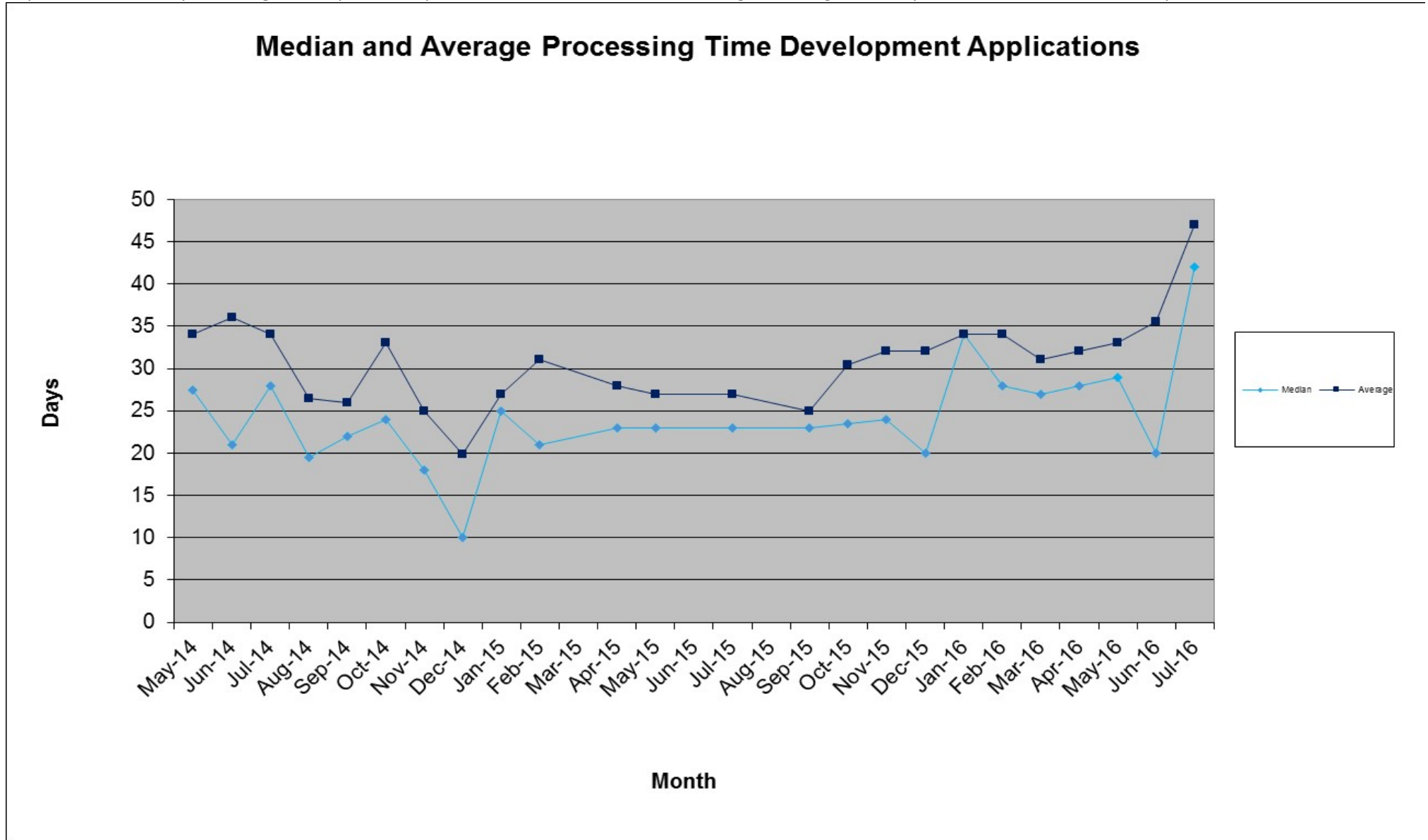
Attachments: 1. Monthly Development Application Processing & Determined July 2016.

APPROVED FOR SUBMISSION:

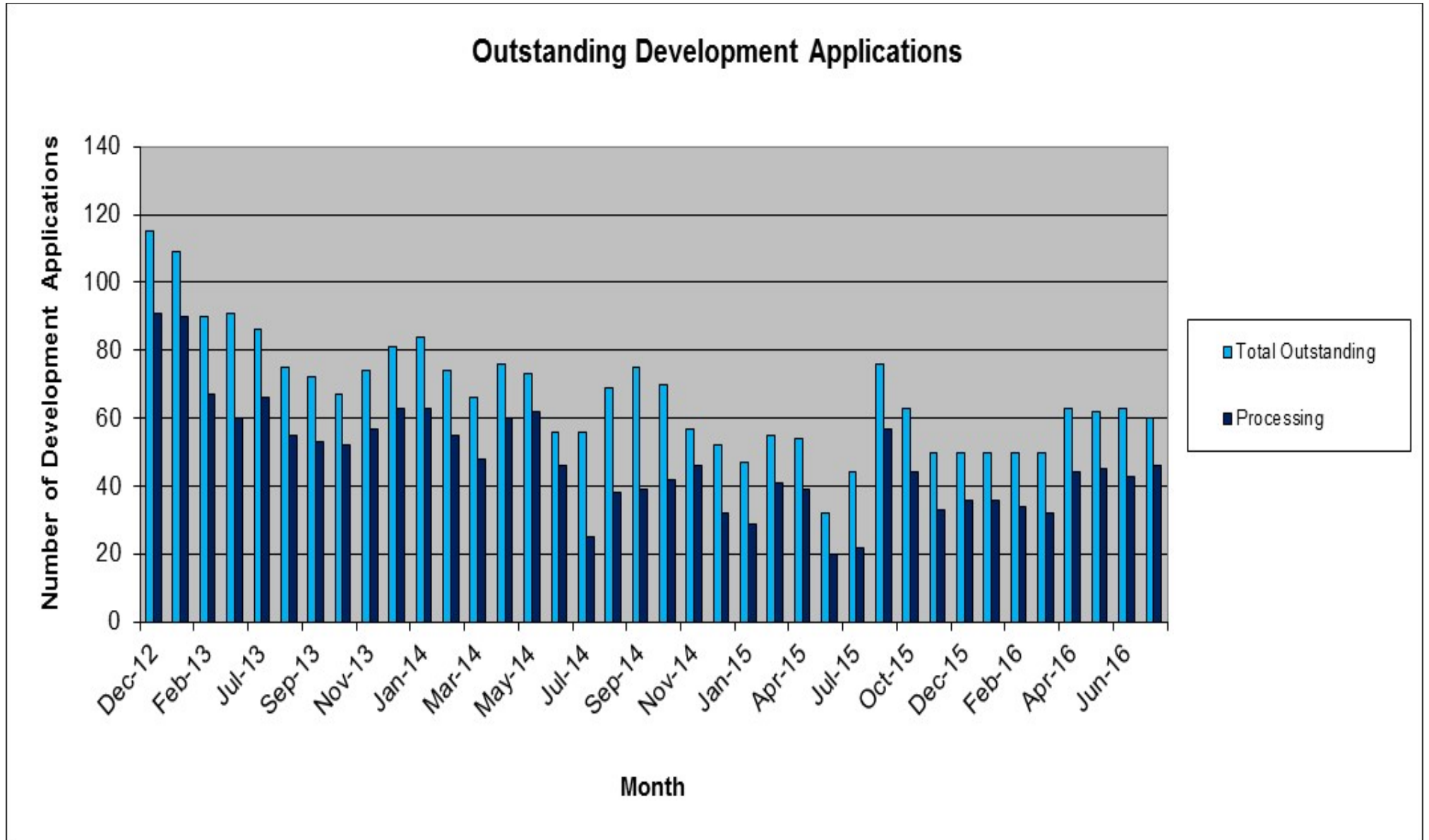
BRAD CAM
GENERAL MANAGER

This report covers the period for the month of June, 2016

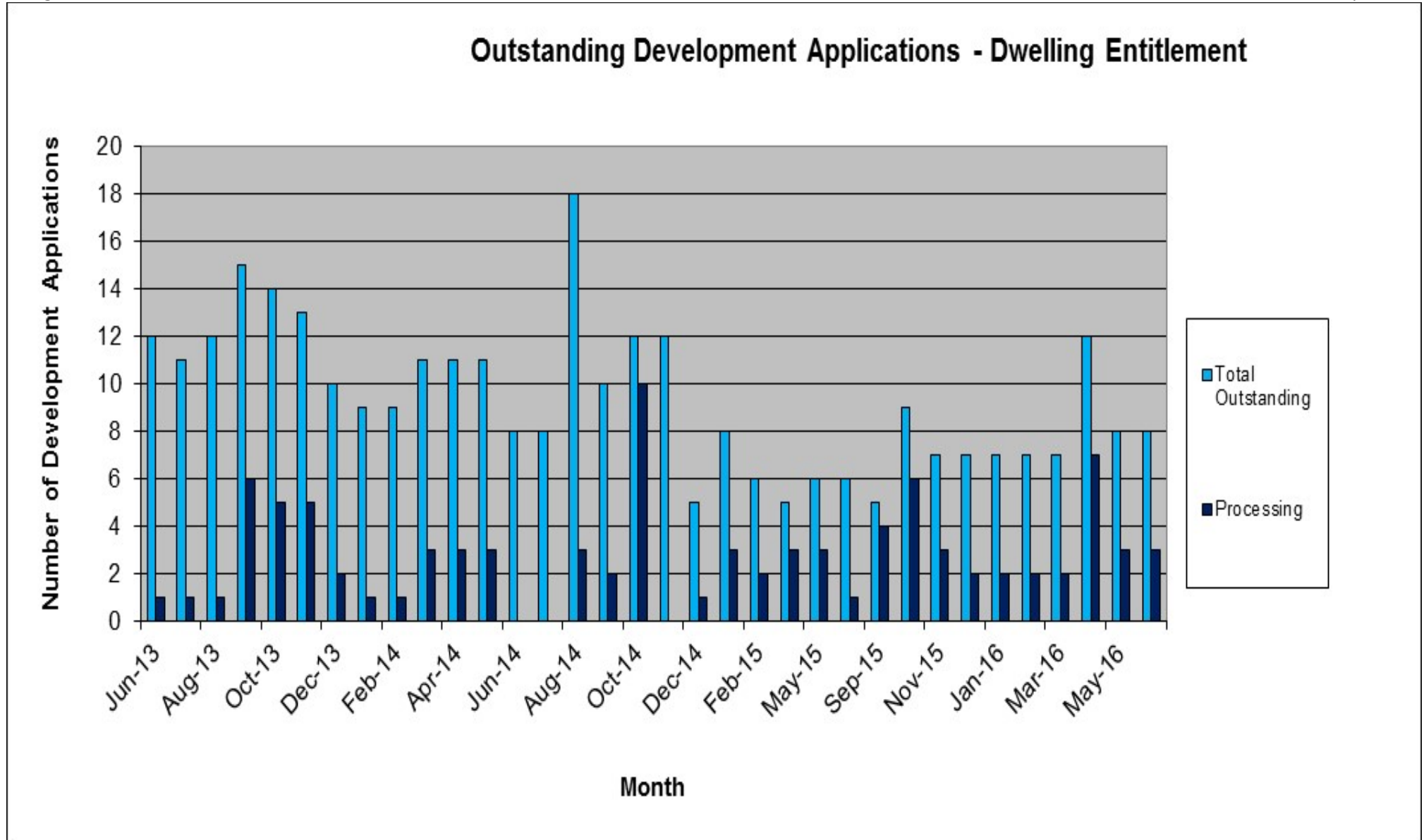
Graph 1 indicates the processing times up to 31 July, 2016 with the month of June having an average of 47 days and a median time of 42 days.



Graph 2 indicates the total number of outstanding applications (excluding dwelling entitlements), the number currently being processed and the number on “stop clock”.



Graph 3 relates solely to dwelling entitlements and indicates the number of outstanding dwelling entitlement applications, the number on stop clock and the number being processed.



The Planning and Development Department determined 21 Development Applications either by Council or under delegation during July, 2016.

Development Applications Determined – July, 2016.

Appl/Proc ID	Description	House No	Street Name	Locality
DA0114/2016	Commercial Alterations/Additions	49	Church Street	MUDGEE
DA0264/2016	Residential Shed	53	Henry Lawson Drive	BOMBIRA
DA0268/2016	Residential Shed	217	Robertson Road	SPRING FLAT
DA0269/2016	Residential Shed	47	Henry Lawson Drive	BOMBIRA
DA0275/2016	Subdivision - Torrens Title	37	Hill End Road	CAERLEON
DA0284/2016	serviced apartment	125	Frog Rock Road	FROG ROCK
DA0287/2016	Shed >150m2	218	Wollar Road	BUDGEE BUDGEE
DA0288/2016	Alterations & Additions	99	Market Street	MUDGEE
DA0289/2016	Change of use – B&B	288	Riverlea Road	RIVERLEA
DA0293/2016	Change of use – group home	1719	Hill End Road	GRATTAI
DA0297/2016	Change of use – B&B	48	Spring Road	MUDGEE
DA0301/2016	Subdivision - Torrens Title	371	Buckaroo Road	BUCKAROO
DA0308/2016	Change of use – coffee shop	62	Church Street	MUDGEE
DA0317/2016	Residential Shed	82	Bunbury Road	BOCOBLE
DA0328/2016	Dwelling House	23	Xavier Court	MUDGEE
DA0336/2016	Dwelling House	513	Black Springs Road	BUDGEE BUDGEE
DA0351/2016	Dwelling House	1557	Bocoble Road	CARCALGONG
DA0354/2016	Shed >150m2	179	Tinja Lane	EURUNDEREE
DA0356/2016	Residential Shed	6	Barigan Street	WOLLAR
DA0002/2017	Change of use – agricultural produce industry	129	Sills Lane	EURUNDEREE
DA0015/2017	Residential Shed	1	Burrundulla Avenue	MUDGEE

Development Applications currently being processed – July, 2016

1. Appl/Proc ID	2. Description	3. House No	4. Street Name	5. Locality
DA0046/2016	Alterations & Additions	1581	Yarrabin Road	YARRABIN
DA0073/2016	Alterations & Additions	71	Lions Drive	MUDGEE
DA0138/2016	Alterations & Additions	1541	Henry Lawson Drive	ST FILLANS
DA0257/2016	Alterations & Additions	22	Cainbil Street	GULGONG
DA0345/2016	Alterations & Additions	68	Lower Piambong Road	MENAH
DA0346/2016	Animal Boarding or Training Establishment	25	Robert Hoddle Grove	BOMBIRA
DA0341/2016	Awning	111	Mount Pleasant Lane	BUCKAROO
DA0355/2016	Cellar Door premises	778	Castlereagh Highway	MENAH
DA0278/2014	Change of use – shed to dwelling	2012	Aarons Pass Road	AARONS PASS
DA0055/2016	Change of use – agricultural shed to industry	1199	Ulan Road	BUDGEE BUDGE
DA0145/2016	Change of use – occupation	8	Wilkins Crescent	MUDGEE
DA0325/2016	Change of use – garage to bedroom	179	Denison Street	MUDGEE
DA0347/2016	Change of use – garage to cellar door	196	Black Springs Road	BUDGEE BUDGE
DA0026/2017	Change of use – shed to dwelling	409	Botobolar Road	BOTOBOLAR
DA0027/2016	Commercial Alterations/Additions	8	Bell Street	MUDGEE
DA0343/2016	Commercial Alterations/Additions	137	Ulan Road	PUTTA BUCCA
DA0214/2011	Dwelling House	663	Castlereagh Highway	BURRUNDULLA
DA0238/2016	Dwelling House	14	Dunphy Crescent	MUDGEE
DA0244/2016	Dwelling House	18	Mudgee Street	RYLSTONE
DA0267/2016	Dwelling House	82	Nugget Lane	GULGONG
DA0318/2016	Dwelling House	6	Avisford Court	MUDGEE
DA0327/2016	Dwelling House	37	Snelsons Lane	GULGONG
DA0334/2016	Dwelling House	109	Tinja Lane	EURUNDEREE
DA0335/2016	Dwelling House	346	Powells Road	PYANGLE
DA0357/2016	Dwelling House	324	Gundowda Road	HARGRAVES
DA0010/2017	Dwelling House	10	Diana Drive	SPRING FLAT
DA0011/2017	Dwelling House	21	Nashs Flat Place	MUDGEE
DA0012/2017	Dwelling House	29	Robert Hoddle Grove	BOMBIRA

DA0013/2017	Dwelling House	5	Hughson Avenue	MUDGEES
DA0016/2017	Dwelling House	155	Black Lead Lane	GULGONG
DA0018/2017	Dwelling House	5745	Wollar Road	COGGAN
DA0019/2017	Dwelling House	3	Yarra Court	BOMBIRA
DA0022/2017	Dwelling House	2672	Lue Road	RYLSTONE
DA0024/2017	Dwelling House	151	Stubbo Road	STUBBO
DA0358/2016	Eco-Tourist Facility	1565	Lower Piambong Road	PIAMBONG
DA0025/2017	Garage	8	Gawthorne Place	MUDGEES
DA0027/2017	Garage	52	Lue Road	MILROY
DA0314/2016	Industrial Activity	12	Industrial Avneue	MUDGEES
DA0310/2016	Industrial Building	80	Depot Road	MUDGEES
DA0352/2016	Multi Dwelling Housing	57	Cox Street	MUDGEES
DA0006/2017	Multi Dwelling Housing	239	Gladstone Street	MUDGEES
DA0004/2017	Pergola	10	Medley Street	GULGONG
DA0299/2016	Residential Flat Building	2	Smith Street	MUDGEES
DA0344/2016	Residential Shed	23	Ferris Street	CLANDULLA
DA0349/2016	Residential Shed	143	Robertson Street	MUDGEES
DA0003/2017	Residential Shed	15	Ilford Road	RYLSTONE
DA0007/2017	Residential Shed	7	Hughson Avenue	MUDGEES
DA0008/2017	Residential Shed	78	Douro Street	MUDGEES
DA0023/2017	Residential Shed	58	Winter Street	MUDGEES
DA0327/2011	Shed >150m2	23	Horatio Street	MUDGEES
DA0014/2017	Shed >150m2	155	Bruce Road	MUDGEES
DA0267/2014	Signage	33	Sydney Road	MUDGEES
DA0178/2014	Subdivision - Torrens Title	7291	Castlereagh Highway	ILFORD
DA0191/2015	Subdivision - Torrens Title	196	Robertson Road	MUDGEES
DA0261/2016	Subdivision - Torrens Title	986	Crudine Road	CRUDINE
DA0340/2016	Subdivision - Torrens Title	28	Melton Road	MUDGEES
DA0005/2017	Subdivision - Torrens Title	11	Henry Bayly Drive	MUDGEES
DA0017/2017	Subdivision - Torrens Title	957	Castlereagh Highway	MENAH
DA0021/2017	Subdivision - Torrens Title	69	Barneys Reef Road	GULGONG
DA0315/2016	Tourist and Visitor Accommodation	345	Bylong Valley Way	ILFORD

DA0050/2015	Dwelling House – Dwelling Entitlement	3634	Bylong Valley Way	RYLSTONE
DA0134/2015	Dwelling House – Dwelling Entitlement	4156	Lue Road	CAMBOON
DA0135/2015	Dwelling House – Dwelling Entitlement	4156	Lue Road	CAMBOON
DA0102/2016	Dwelling House – Dwelling Entitlement	705	Windeyer Road	GRATTAI
DA0135/2016	Dwelling House – Dwelling Entitlement	31	Strikes Lane	EURUNDEREE
DA0184/2016	Dwelling House – Dwelling Entitlement	99	Merinda Street	HARGRAVES

Heritage Development Applications currently being processed – July, 2016.

6.	Appl/Proc ID	7.	Description	8.	House No	9.	Street Name	10.	Locality
	DA0271/2011		Alterations & Additions		87		Short Street		MUDGEES
	DA0323/2016		Moveable Dwelling		133		Mortimer Street		MUDGEES
	DA0337/2016		Change of use- tourist accommodation		34		Perry Street		MUDGEES
	DA0001/2017		Change of use - retail shop to delicatessen		79		Market Street		MUDGEES
	DA0009/2017		Residential Shed		63		Church Street		MUDGEES
	DA0020/2017		Alterations & Additions		28		Louee Street		RYLSTONE

8.4 Food Inspection Program

REPORT BY THE MANAGER, HEALTH AND BUILDING
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, GOV400043, A0130009

RECOMMENDATION

That Council receive the report by the Manager, Health and Building on the Food Inspection Program.

Executive summary

The report presented is designed to keep Council informed of the current activity in relation to its food inspection program.

Disclosure of Interest

Nil.

Detailed report

Included in this report is an update on the progress of the food inspection program for the 2015-2016 financial year up to 31 June 2016.

This report focuses on the number of inspections carried out to date, the number of defective inspections and the number of "5 star" inspections which are awarded to premises that are maintaining the highest standard of food safety.

To date a total of 111 food premises out of 115 have had inspections carried out, of which:

- 68 premises have received a 5 star rating;
- 42 premises have received warning letters citing unsatisfactory food safety conditions; and
- 1 premise has been issued with an improvement notice.

4 premises were not inspected due to being closed at the time of the inspections.

Community Plan implications

Theme	Looking After Our Community
Goal	A safe and healthy community
Strategy	Maintain the provision of high quality, accessible community services that meet the needs of our community

Financial implications

These inspections contribute to the revenue in the 2015-16 Operational Plan.

JOSH BAKER
MANAGER, HEALTH AND BUILDING

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

3 August 2016

Attachments: Nil

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

8.5 End of Term Report 2016

REPORT BY THE DIRECTOR DEVELOPMENT
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, COR400124

RECOMMENDATION

That Council:

1. **receive the report by the Director Development on the End of Term Report 2016; and**
2. **endorse the End of Term Report to be included as an attachment to the 2015-16 Annual Report.**

Executive summary

This End of Term Report is a report on the progress of the outgoing Council in implementing the goals and strategies of the Towards 2030 Community Plan during its four year term in office.

As per Section 428(2) of the Local Government Act, an End of Term report must be reported to the final meeting of an outgoing Council and also incorporated in the annual report for the relevant year (ie. 2015-16).

In accordance with Circular 16-20 from the Office of Local Government, the report will not be published as a separate publication or attached to the 2015-16 Annual Report until after the 10 September elections.

Disclosure of Interest

Nil.

Detailed report

Council adopted the Towards 2030 Community Plan in June 2013 following extensive consultation in which over 3,000 residents participated in varying forms. This consultation informed the direction of the plan and the future goals and strategies for the Mid-Western Region.

The Towards 2030 Community Plan contains 5 key themes:

- Looking after our community;
- Protecting our natural environment;
- Building a strong local economy;
- Connecting our region; and
- Good government.

At the end of each four year term, the outgoing Council is required to report on its progress in implementing the Community Plan. This progress can be measured against the implementation of actions in the Delivery Program for each theme.

The End of Term report for the outgoing Council is attached to this report. It includes the key achievements during the current term of Council (ie. September 2012 to September 2016) under each of the key themes in the Community Plan and also provides an update on the progress of actions included in the Delivery Program over the same four year period.

As is required under Section 428(2) of the Local Government Act, the End of Term Report will be included as part of the 2015-16 Annual Report. It is also noted that Circular 16-20 from the Office of Local Government does not allow the End of Term Report to be published as a separate publication during the Local Government election period, as the contents highlight the achievements of the existing Council and could be considered as "electoral matter".

Community Plan implications

Theme	Good Governance
Goal	Strong civic leadership
Strategy	Provide clear strategic direction through the Community Plan, Delivery Program and Operational Plans

Financial implications

Not applicable.

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

3 August 2016

Attachments: 1. End of Term Report 2016. (separately attached)

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

8.6 Update on the Number of Matters Dealt with under the Protection of the Environment Operations Act 1997

REPORT BY THE MANAGER, HEALTH AND BUILDING
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, GOV400043, ENV200046

RECOMMENDATION

That Council receive the report by the Manager, Health and Building on the Update on the Number of Matters Dealt with under the Protection of the Environment Operations Act 1997.

Executive summary

The report presented is designed to keep Council informed of the current activity in relation to matters dealt with under the Protection of the Environment Operations Act 1997.

Disclosure of Interest

Nil.

Detailed report

Included in this report is an update on the number of matters dealt with by Council staff under the Protection of the Environment Operations (POEO) Act 1997 for the 2015/2016 financial year from 1 April 2016 to 30 June 2016.

The POEO Act deals with matters relating to:

- Offensive noise
- Offensive odour
- Illegal dumping and other pollution incidents (in water, land and air)

Environmental Complaint	Locality
Odour – Uncovered septic tank	Clandulla
Odour – Burning rubber	Gulgong
Air Pollution – Ash from mining operation	Wilpinjong
Air Pollution – Possible asbestos and mould	Mudgee
Air Pollution – Smoke from chimney	Mudgee
Air Pollution – Asbestos	Mudgee
Air Pollution – Asbestos	Eurunderee
Noise – Loud music	Mudgee
Noise – Building work outside of hours	Mudgee
Noise – Gas gun used for extended periods of time	Sofala
Noise – Motor vehicle	Gulgong
Dumping – Lawn clippings into drain	Kandos
Dumping – Rubbish from building site	Mudgee
Dumping – Oil from motor vehicle	Gulgong
Dumping – Oil from motor vehicle	Gulgong

Community Plan implications

Theme	Protecting Our Natural Environment
Goal	Protect and enhance our natural environment
Strategy	Raise community awareness of environmental and biodiversity issues

Financial implications

Not applicable.

JOSH BAKER
MANAGER, HEALTH AND BUILDING

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

5 August 2016

Attachments: Nil

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

8.7 Criteria for 2ha Rural Residential Development

REPORT BY THE DIRECTOR DEVELOPMENT
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0420203

RECOMMENDATION

That Council:

1. **receive the report by the Director Development on the Criteria for 2ha Rural Residential Development;**
2. **place the proposed amendment to the Comprehensive Land Use Strategy to include criteria for 2ha Rural Residential Development on public exhibition for a period of 28 days; and**
3. **receive a further report at the completion of the public exhibition period.**

Executive summary

The purpose of this report is to seek Council's approval to place a proposed amendment to the Mid-Western Region Comprehensive Land Use Strategy to include criteria for 2ha Rural Residential Development on public exhibition for a period of 28 days.

Council is required to amend the Comprehensive Land Use Strategy to include this criteria to satisfy conditions relating to a number of 2ha planning proposals being considered under the NSW Department of Planning & Environment's gateway process.

Disclosure of Interest

Nil.

Detailed report

Council has a number of planning proposals for 2ha rural residential development which are being considered as part of the NSW Department of Planning & Environment's (DP&E) gateway process.

Staff recently met with representatives from DP&E's regional office to discuss the progress of these planning proposals and the outstanding conditions that need to be satisfied prior to these proposals proceeding to community consultation and a gateway determination being made.

One of the conditions to be satisfied is that Council amend the Mid-Western Region Comprehensive Land Use Strategy to include criteria for the development of 2ha rural residential lots.

Attached to this report is the proposed 2ha criteria to be placed on public exhibition for a period of 28 days. A further report will be presented back to Council following the public exhibition period.

Community Plan implications

Theme	Looking After Our Community
Goal	Vibrant towns and villages
Strategy	Make available diverse, sustainable, adaptable and affordable housing options through effective land use planning

Financial implications

Not applicable.

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

5 August 2016

Attachments: 1. Proposed Criteria for 2ha Rural Residential Development.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

PROPOSED ADDENDUM TO MID-WESTERN REGION COMPREHENSIVE LAND USE STRATEGY

The following criteria should be considered for 2ha Rural Residential Development in the Mid-Western Regional Local Government area.

The Development area:

- 1. Can be managed to avoid land use conflict**
Rural residential development should have regard to the surrounding agricultural land use and may in itself provide a buffer between higher density general residential land and agricultural land.
- 2. Is unconstrained by flooding, as it is above the flood planning level of the 1 in 100 ARL**
The area is above the flood planning level of the 1 in 100 ARL.
- 3. Can be connected to the existing road network by sealed road access**
The area can be connected to the existing road network by sealed road access and is fully serviced by a sealed road.
- 4. Is not visually intrusive**
There is no impact on the visual amenity or sensitive corridors identified in the CLUS on the Mudgee Town Structure Plan.
- 5. Will not undermine future residential land opportunities**
It should be located on land that is not, or unlikely to be suitable for general residential land at some point in the future.
- 6. Will not adversely impact on the groundwater system**
Mudgee is fully within an area identified by the NSW Office of Water as being significant in terms of groundwater vulnerability. Any development, and in particular unserviced development, should have regard to the potential impact on the groundwater system.
- 7. Can be justified in terms of supply and demand**
Reference should be made to the Urban Release Strategy in terms of the likely anticipated demand (excluding land zoned but having a 2,000-4,000 square metre option subject to servicing).
- 8. Can be managed to reduce bushfire hazard**
Bushfire hazards in the area can be appropriately managed or reduced.
- 9. Should avoid agricultural land capability assessment class I-II agricultural land**
The CLUS acknowledges that the land around Mudgee falls within the higher value agriculture land, however preference should be given to land that is not class I-II.
- 10. Has access to a sustainable water supply**
The ability to provide a sustainable water supply can be demonstrated.

8.8 FlyPelican Update and Exemption of Landing Fees

REPORT BY THE DIRECTOR DEVELOPMENT
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, ECO800028

RECOMMENDATION

That Council:

1. **receive the report by the Director Development on the FlyPelican Update and Exemption of Landing Fees;**
2. **provide in-principle agreement to exempt FlyPelican from paying landing fees for a further 12 months, unless target passenger numbers are met, as per the Air Service Start Up Support Agreement dated 5 February 2015;**
3. **place its intention to waive the landing fees for FlyPelican on public exhibition for a period of 28 days;**
4. **amend the 2016/17 Operational Plan to reduce income received from landing fees by \$55,000, to be funded from unrestricted cash, if no submissions are received; and**
5. **receive a further report, if any public submissions are received.**

Executive summary

The purpose of this report is to receive an update on the operation of the FlyPelican air service as at 30 June 2016.

The 2016/17 Operational Plan includes a budgeted revenue amount of \$55,000 for FlyPelican landing fees. Given the target passenger numbers have not yet been met, the budget requires an amendment to reduce landing fee income by this amount.

If Council provides in-principle agreement to provide this exemption for a further 12 months, unless target passenger numbers are met, Council is required to place its intention to provide up to \$55,000 in financial assistance to FlyPelican on public exhibition for a period of 28 days.

Disclosure of Interest

Nil.

Detailed report

Council entered into an Air Service Start Up Support Agreement with FlyPelican in February 2015 to assist FlyPelican with the initial start-up and establishment costs of a regular passenger service between Mudgee and Sydney. Under this agreement, Council agreed to provide an exemption to FlyPelican from paying landing fees until target passenger numbers were met.

FlyPelican has provided Council with an update on operations for the period ending 30 June 2016, as included as a confidential attachment to this report. As the actual passenger numbers are below the target passenger numbers, the exemption from landing fees remains applicable as per the agreement.

The 2016/17 Operational Plan includes a budgeted revenue amount of \$55,000 for FlyPelican landing fees. Given the target passenger numbers have not been met, the budget requires an amendment to reduce landing fee income by this amount.

As the waiving of fees is considered to be financial assistance provided by Council to FlyPelican, Council is required to place its intention to provide up to \$55,000 in financial assistance to FlyPelican on public exhibition for a period of 28 days.

Community Plan implications

Theme	Building a Strong Local Economy
Goal	An attractive business and economic environment
Strategy	Support the expansion of essential infrastructure and services (education, health) to match business and industry development in the region

Financial implications

The waiving of landing fees for FlyPelican for a 12 month period requires an amendment to the 2016/17 Operational Plan to reduce income received from landing fees by \$55,000 to be funded from unrestricted cash.

JULIE ROBERTSON
DIRECTOR DEVELOPMENT

5 August 2016

Attachments: 1. FlyPelican Operational Update at 30 June 2016. (Confidential - separately attached)

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

Item 9: Finance

9.1 Additional Supplier - RFT 2013/04 General Contractors Preferred Supplier - John the Plumber (John Riley)

REPORT BY THE PROCUREMENT MANAGER
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0412910, COR400089

RECOMMENDATION

That Council:

1. **receive the report by the Procurement Manager on the Additional Supplier - RFT 2013/04 General Contractors Preferred Supplier - John the Plumber (John Riley); and**
2. **accept the additional supplier for Tender 2013/04 for the provision of General Contractors:**

Contractor: John the Plumber (John Riley)
Services Provided: Plumber

Executive summary

Council resolved at meetings in 2013 that tenders for the provision of general contractors was accepted. These initial requests for tenders were accepted for a term of three years. Part of the resolution allowed additional suppliers to be added to the preferred suppliers' lists by resolution of Council.

This report is recommending that John the Plumber (John Riley) be included on the preferred suppliers' lists after having received the required information from the service provider and Council having the capacity to engage additional plumbers.

Disclosure of Interest

Nil.

Detailed report

In 2013 Council completed a detailed, objective analysis for the evaluation of tenderers for the provision of general contractors which in turn created a preferred suppliers list.

Since the establishment of these lists the above service provider has requested Council consider their application to be included on Council's preferred suppliers' lists.

As a result of Council's tendering processes and clauses therein, the additional supplier will be added to Council's relevant preferred suppliers' list; however they will be placed on the overflow list. Council has an existing contract for plumbing, therefore, this service provider would only be considered should the existing suppliers on the list be unavailable.

Community Plan implications

Theme	Good Governance
Goal	An effective and efficient organisation
Strategy	Prudently manage risks association with all Council activities

Financial implications

Not applicable.

KRISTIE WARD
PROCUREMENT MANAGER

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

19 July 2016

Attachments: 1. Additional Service Provider - John the Plumber. (Confidential - separately attached)

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

9.2 Crudine Ridge Wind Farm P/L - Request for Agreement over part Old Crudine Road road reserve

REPORT BY THE REVENUE AND PROPERTY MANAGER
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0420255

RECOMMENDATION

That Council:

1. **receive the report by the Revenue and Property Manager on the Crudine Ridge Wind Farm P/L - Request for Agreement over part Old Crudine Road road reserve;**
2. **agree in principle to enter into an appropriate non-exclusive agreement with Crudine Ridge Wind Farm Pty Ltd for the use of approximately 1.9ha of Old Crudine Road road reserve as indicated in Attachment 1 to this Report;**
3. **authorise the General Manager to negotiate and determine all conditions and terms which will form the appropriate agreement, including, but not limited to the determination of an annual fee, which will be based upon at least one formal valuation to be obtained by the General Manager and; the term of the appropriate agreement;**
4. **require all costs incurred by Council associated with the investigation, negotiation, determination and finalisation of the appropriate agreement and any other transaction arising from this agreement, including, but not limited to, the cost of Council's reasonable legal expenses and the cost of the formal valuation(s), will be borne by Crudine Ridge Wind Farm Pty Ltd;**
5. **authorises the General Manager and Mayor to sign all documentation required to give effect to this resolution; and**
6. **authorises the Common Seal be affixed to any documentation required to give effect to this resolution.**

Executive summary

CWP Renewables, representing Crudine Ridge Wind Farm Pty Ltd (Wind Farm), has written seeking consent from Council in principle, to enter into a non-exclusive licence agreement for approximately 1.9ha of Old Crudine Road road reserve (OCR) for the purposes of facilitating access to land and the use of the land for construction and operation of the wind farm within the development corridor. The Wind Farm has requested the total term of the proposed licence be 75 years.

Council's agreement in principle to enter into an appropriate non-exclusive agreement, once determined, is required as well as delegation to the General Manager to negotiate the terms and conditions of an appropriate agreement.

Disclosure of Interest

Nil.

Detailed report

The Wind Farm has requested Council consider entering into a non-exclusive licence agreement for a total term of 75 years for approximately 1.9ha, being a 950 metre length of OCR road reserve within the Wind Farm development corridor to facilitate, specifically–

....constructing and operating the Wind Farm including without limitation the erection, construction, inspection, repair, maintenance, renewal, removal, replacement, enhancement, enlargement and operation of Transmission Infrastructure (being Service Roads, Cables and associated infrastructure and Improvements), crossing over or under and remaining on with or without vehicles all parts of OCR, any ancillary infrastructure and uses thereto and all activities necessary or incidental thereto.

The subject segment of OCR is Council controlled, unformed and unmaintained but with a track in use. The adjoining land is privately owned and forms part of the property known as “Boiga View”.

Attachment 1 to this Report shows a plan of the proposed agreement area.

However, Council's ability to issue such a licence pursuant to the Roads Act 1993 and/or the Local Government Act 1993, is unclear and further legal advice will need to be obtained to ensure the intent of the proposed agreement is granted in the right form ie licence, lease or other consent, along with appropriate terms and conditions.

Notwithstanding that the form of the agreement is yet to be determined, Council has responsibilities to manage its assets in the highest interests of its ratepayers and the community, to obtain the best value for money and to act consistently, fairly and transparently with its procedures and agreements which it may enter into.

It is considered that a number of the terms and conditions initially drafted by the Wind Farm need to be reviewed and negotiated before any appropriate agreement is put into place in order for Council to yield the highest statutory and financial return to the community as possible.

It should be noted that the Wind Farm initially offered to pay an annual fee of \$1 (if demanded) for the use of that section of the OCR road reserve over a seventy-five (75) year term and also proposed that any costs incurred by Council in reviewing, negotiating and finalising the agreement would be borne by Council.

It also needs to be made clear in any appropriate agreement that the public's uninterrupted rights to access the OCR are preserved for the entirety of the term of the agreement.

It is therefore recommended that Council authorise the General Manager to review, negotiate and determine all conditions and terms which will form an appropriate non-exclusive agreement, including, but not limited to the determination of an annual fee, which will be based upon at least one formal valuation to be obtained by the General Manager and; the term of agreement which has been proposed for a period of seventy-five (75) years.

It is also recommended that all costs incurred by Council associated with the investigation, negotiation, determination and finalisation of an appropriate non-exclusive agreement and any other transaction arising from this agreement, including, but not limited to, the cost of Council's reasonable legal expenses, be borne by the Wind Farm.

A copy of the initial proposal, drafted and submitted to Council by the Wind Farm, is appended as Attachment 2 to this Report.

Community Plan implications

Theme	Good Governance
Goal	An effective and efficient organisation
Strategy	Prudently manage risks association with all Council activities

Financial implications

The community will receive the best financial return on this community asset as a result of entering into an appropriate non-exclusive agreement.

All costs are to be borne by the Wind Farm.

DIANE SAWYERS
REVENUE AND PROPERTY MANAGER

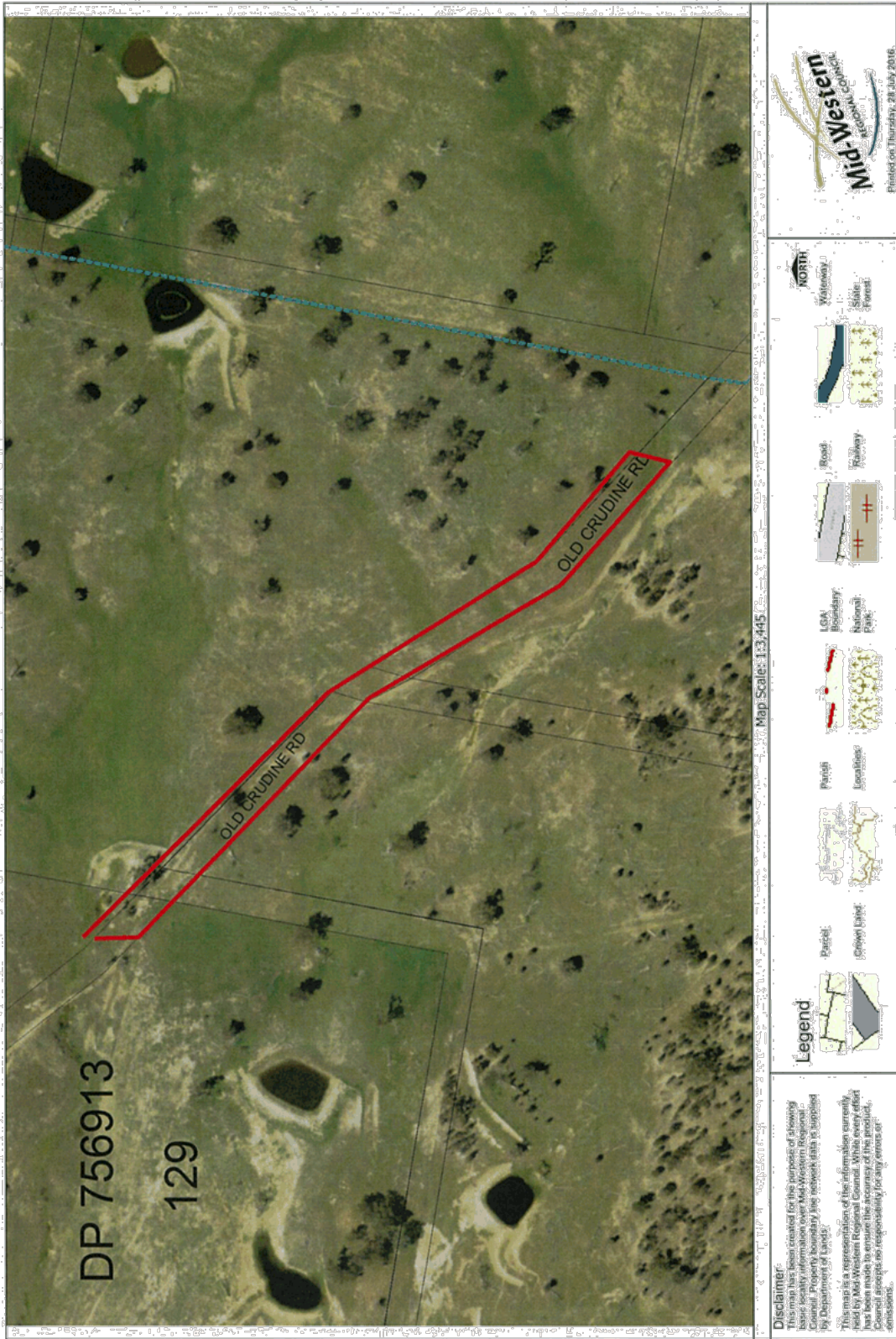
LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

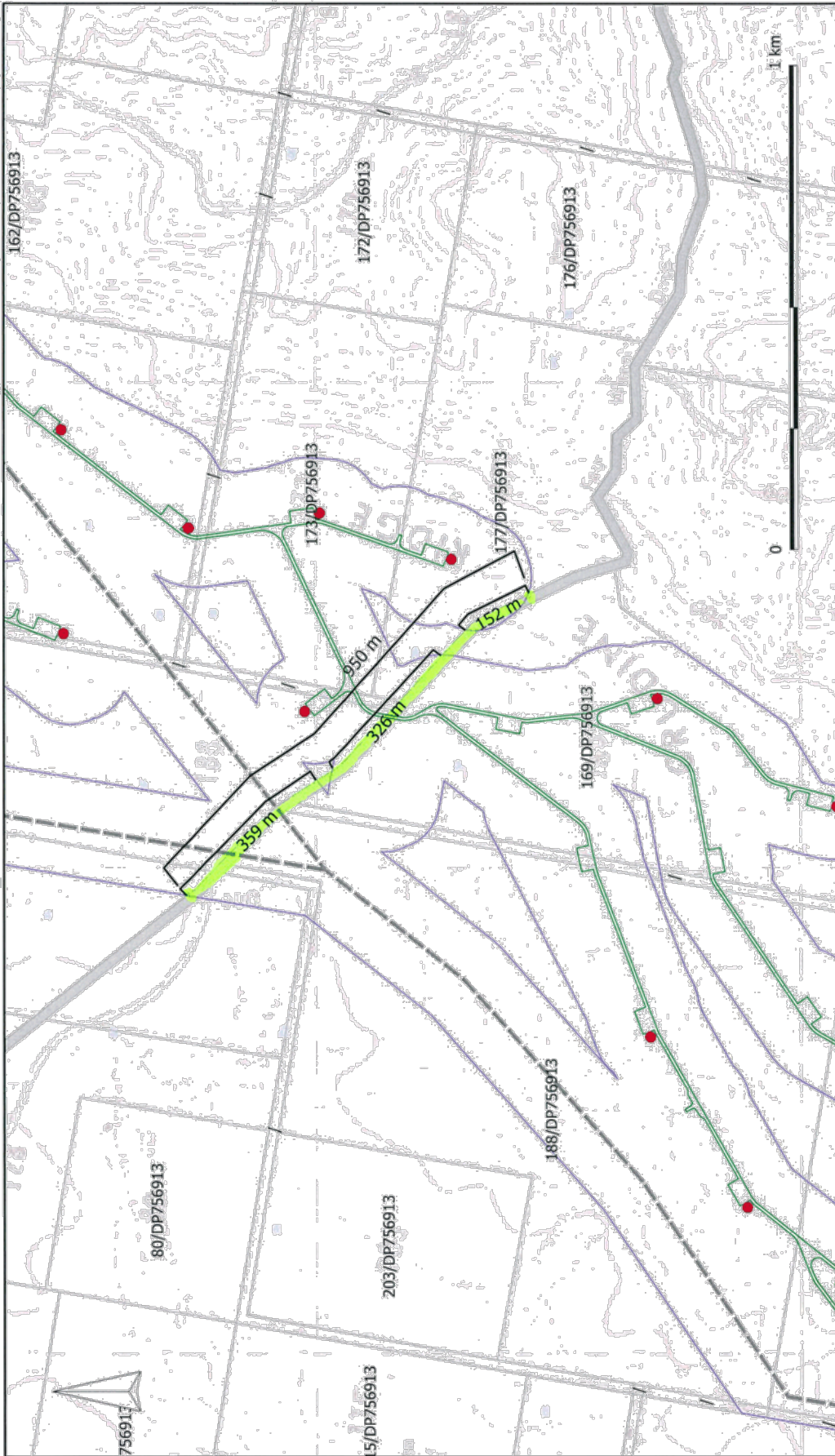
1 August 2016

Attachments: 1. Old Crudine Road - Proposed Agreement Area.
2. Initial Proposal submitted by Crudine Ridge Wind Farm.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER





<p>COMPANY: CWP</p> <p>CRUDINE RIDGE WIND FARM PTY LTD</p>		<p>REV: A VER: 1</p> <p>JOE NO: 080401</p>	
<p>TITLE: MAP ATTACHMENT A - OLD CRUDINE ROAD</p>		<p>DWG NO: 194</p>	
<p>DATE: 01 JUL 2016</p>	<p>SCALE: 1:11000</p>	<p>CHECKED BY: M BRANSON</p>	
<p>DRAWN BY: B KRONENBERG</p>	<p>SHEET: 1 OF 1</p>	<p>SIZE: A4</p>	

LEGEND

- Layout Option A - up to 77 Turbines
- Layout Option A - Internal Roads
- Internal Overhead Transmission Line
- Development Corridor
- Old Crudine Road - Proposed agreement area

Licence Agreement

Crudine Ridge Wind Farm

Crudine Ridge Wind Farm Pty Ltd
ABN 51 143 399 160

and

Mid-Western Regional Council
ABN **insert**

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Licence Agreement

Summary of Agreement

This Agreement between the Grantor and the Grantee comprises a Licence for the Grantee to access the Grantor's Land for the purpose of constructing and operating the Wind Farm. The terms and conditions of the Licence are as set out herein.

Reference Table

1	Grantor	Mid-Western Regional Council ABN insert
2	Grantee	Crudine Ridge Wind Farm Pty Ltd ABN 51 143 399 160
3	Land	The whole of the Council owned land within the development corridor as shown in the maps in Annexure A to this agreement.
4	Licence Fee	\$1 (if demanded).
5	Public liability insurance amount	\$20 million
6	Permitted Use	Access to the Land for the purposes of constructing and operating the Wind Farm including without limitation the erection, construction, inspection, repair, maintenance, renewal, removal, replacement, enhancement, enlargement and operation of Transmission Infrastructure, crossing over or under and remaining on with or without vehicles all parts of the Land, any ancillary infrastructure and uses thereto and all activities necessary or incidental thereto.

Agreement Terms and Conditions

1. Background

1.1. The Licence

- 1.1.1. The Grantor owns the Land on which the Grantee intends to construct the Transmission Infrastructure.
- 1.1.2. The Grantor hereby grants to the Grantee a licence to enter upon and use the Land for the Permitted Use in accordance with clause 3.

1.2. Term of the Licence

This Agreement commences on the Start Date and is for a period of seventy-five (75) years when this Agreement shall expire on the End Date unless terminated earlier in accordance with clause 5.

2. Definitions and Interpretations

2.1. Definitions

In this Agreement:

Business Day means a day which is not a Saturday nor a Sunday nor a public holiday in New South Wales.

Cables means the underground and overhead cables, wires and fibre optic cables and poles, towers and related communications equipment necessary for the Permitted Use as installed on the Land.

End Date means the date seventy-five (75) years from the Start Date.

Grantee means the person named in Item 2.

Grantee's Property means all the Grantee's fixtures, fittings, signs, equipment, goods and property whatsoever, whether on the Site or on the Land.

Grantor means the person named in Item 1 and that person's successors in title to the Land and where the context allows:

- (a) the Grantor's employees, agents, contractors and invitees; and
- (b) any person authorised by the Grantor to act on behalf of the Grantor with respect to the Land or this Agreement.

Improvement(s) mean any buildings, structures and other works and items that are constructed or are to be constructed on the Land by or on behalf of the Grantee for the purposes of grazing stock or carrying out the obligations under the Contract for Services.

Item means an item in the reference table at the front of this Agreement.

Land means the land specified in Item 3.

Liability includes:

- (a) any cost, damage, expense or loss, whether present or future, fixed or unascertained, actual or contingent; and
- (b) any action, claim, demand or proceeding.

Licence means the licence granted by the Grantor to the Grantee by clause 3 of this Agreement.

Licence Fee means the amount provided for in Item 4 to be paid annually (if demanded).

Permitted Use means the use and activities in Item 6.

Plan means the plan attached in Annexure A.

Rates means council rates, water rates, sewerage rates and all other rates charged in respect of the ownership, occupation or use of land.

Service Roads means any roads to be constructed by the Grantee on the Land, being suitable for all traffic and vehicles in connection with the construction and operation of the Transmission Infrastructure.

Start Date means date of this Agreement.

Taxes means the Grantor's land tax (calculated on the basis that the Land is the only property the Grantor owns) and any other property tax assessed on the Land, for the avoidance of doubt, Taxes does not include capital gains tax or income tax.

Term means the period commencing on the Start Date and expiring on the End Date.

Transmission Infrastructure means the Service Roads, Cables and associated infrastructure and Improvements.

Wind Farm means the whole of the Crudine Ridge Wind Farm.

2.2. Interpretations

In this Agreement, where the context allows:

- 2.2.1. when a party is required not to do something, this includes not allowing the thing to be done;
- 2.2.2. a word or expression in the singular includes the plural and the plural includes the singular;
- 2.2.3. words of one gender include any gender;
- 2.2.4. a reference to a person includes an individual and a body corporate, a natural person, partnership, body corporate, association, government or local authority or agency or other entity;
- 2.2.5. a reference to a right includes a remedy, power or discretion among other things;
- 2.2.6. a reference to a clause, annexure or a schedule is a reference to a clause in or an annexure or a schedule to this Agreement unless otherwise expressly stated;
- 2.2.7. a reference to this Agreement includes the reference table and the schedules and annexures to this Agreement;

- 2.2.8. a reference to a party or person includes that party's or person's executors, administrators, successors and permitted assigns;
- 2.2.9. a reference to a month is to a calendar month;
- 2.2.10. the words 'including' or 'for example' or similar expression as used in this Agreement does not limit what else is included;
- 2.2.11. a heading in this Agreement may be used to help interpretation, but is not legally binding;
- 2.2.12. a provision of this Agreement must not be construed against a party solely because that party was responsible for preparing this Agreement or that provision;
- 2.2.13. a reference to a document (including this Agreement) is a reference to that document (including any schedules or annexures) as amended, consolidated, supplemented, novated or replaced from time to time;
- 2.2.14. a reference to a law:
 - (a) includes a reference to an Act or any other legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange;
 - (b) is a reference to that law as amended, consolidated, supplemented or replaced from time to time; and
 - (c) includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation.

3. Licence

3.1. Grant of Licence

The Grantor hereby grants to the Grantee and persons authorised by the Grantee a licence for the Term, to enter upon and use the Land for the Permitted Use, with unrestricted access, with or without vehicles, and subject to the terms and conditions contained herein.

3.2. Licence Fee

- 3.2.1. If demanded, the Grantee will pay an annual Licence Fee to the Grantor.
- 3.2.2. Payment of the annual Licence Fee is not refundable.
- 3.2.3. The parties agree that the Grantee has 30 days to make each payment of the Licence Fee from the date of demand by the Grantor.

3.3. Non-exclusivity

The Grantee acknowledges that this licence is not an exclusive licence and does not prevent the Grantor accessing or otherwise using the Land, subject to clause 3.4.

3.4. No Obstruction

The Grantor must not obstruct or interfere in any way with the Grantee's use of the Land, including by allowing any other person to use the Land in a manner inconsistent with the Grantee's rights under this licence.

3.5. Release of Grantor

- 3.5.1. The Grantee uses the Land at its own risk and the Grantor accepts no responsibility for any loss or damage to the property of the Grantee except to the extent caused by the negligent or willful act or omission of the Grantor.
- 3.5.2. To the extent not prohibited by law, the Grantee releases the Grantor from any and all Liability which the Grantee suffers or incurs or is liable for arising from or in respect of:
- (a) any loss or damage to the Grantee's Property on the Land;
 - (b) any loss or damage resulting from the Grantee's use of the Land; or
 - (c) the death of, or injury to, any person who is on the Land.
- 3.5.3. The release in clause 3.5.2 does not apply to the extent to which any Liability arises from a negligent or willful act or omission or default of the Grantor under this Agreement.

3.6. Indemnity

- 3.6.1. In addition to, and without derogating from any other right, power or privilege of the Grantor, or from any liability, duty or obligation of the Grantee, however arising, the Grantee indemnifies the Grantor against any Liability suffered or incurred by the Grantor arising from or in respect of:
- (a) the use of the Land by the Grantee or persons authorised by the Grantee; or
 - (b) any default by the Grantee under this Agreement.
- 3.6.2. The indemnity in clause 3.6.1 does not apply to the extent to which any Liability arises from a negligent or willful act or omission or default of the Grantor under this Agreement.

3.7. Insurance

The Grantee must take out and maintain insurance in the name of the Grantee in respect of the following:

- 3.7.1. public liability insurance in respect of the Land for an amount not less than the amount specified in Item 5 per claim for any single event;
- 3.7.2. workers compensation insurance as required by statute;
- 3.7.3. insurance over the Grantee's Property; and
- 3.7.4. any other insurance for an amount and on terms which a reasonable licensee in the position of the Grantee would normally take out.

4. Other warranties and obligations

4.1. Grantor's Dealings with the Land

- 4.1.1. Without limiting clause 4.1.3, the Grantor must not sell, transfer, dedicate, dispose of or otherwise deal with the Land or any interest in the Land to a third party or mortgage, charge or otherwise encumber the Land in favour of a third party (**Third Party**) without first procuring the execution in each case by the Third Party of a Deed (to be prepared by the Grantor at the cost of the Grantor) in such form as is attached as Annexure C whereby the Third Party covenants and agrees with the Grantee that that Third Party will insofar as the same are still subsisting:

- (a) observe and be bound by all of the Grantor's obligations under this Agreement;
and
 - (b) permit the Grantee to exercise the rights granted to it by this Agreement.
- 4.1.2. The Grantor must procure the Deed referred to in this clause 4.1 duly executed by the Third Party is delivered to the Grantee on or before the completion of the sale or other dealing.
- 4.1.3. The Grantor must not:
- (a) grant any lease, easement or other interest in the Land or a licence or other right to occupy the Land for any farming or non-farming activity to a person without the consent of the Grantee; or
 - (b) grant any mortgage, charge or other security over the Land without the consent of the Grantee which must not be unreasonably withheld.

4.2. Caveat on Title

- 4.2.1. The Grantor consents to the Grantee lodging a caveat on title to the Land in respect of the Grantee's interest under this Agreement in the form of the caveat attached as Annexure B.
- 4.2.2. The Grantee agrees to withdraw the caveat at the end of the Term or promptly following termination of the Licence.

4.3. Rates and Taxes

The Grantor must pay all Rates and Taxes assessed or levied on the Land (including the Site) during the Term, except, for any amount of Rates or Taxes that become payable in consequence of the Permitted Use, which must be paid by the Grantee and the Grantee indemnifies the Grantor against the liability of such Rates and Taxes.

5. Termination of Agreement

5.1. Expiry of Term

This Agreement expires:

- 5.1.1. at the end of the Term;
- 5.1.2. or otherwise in accordance with this clause.

5.2. Termination by Grantee

- 5.2.1. Notwithstanding any other clause of this Agreement, the Grantee may, at any time and for any reason, terminate this Agreement by giving the Grantor 30 days' notice in writing.
- 5.2.2. The Grantor agrees that, in the event on termination by the Grantee under this clause, the Grantee's liability is limited to the Licence Fees paid prior to termination.

5.3. Termination for Grantee's Breach

- 5.3.1. The Grantee breaches this Agreement if the Grantee is materially in default of any provision of this Agreement.

- 5.3.2. If the Grantee breaches this Agreement, the Grantor must give the Grantee a notice describing the breach and requiring the Grantee either to remedy the breach or, if the breach cannot reasonably be remedied, to pay reasonable monetary compensation to the Grantor.
- 5.3.3. Subject to clause 5.3.1 the Grantor must:
- (a) give the Grantee 30 days' written notice to comply with the Grantor's notice in the case of non-payment of any of the fees provided for in clause 3.2; and
 - (b) give the Grantee 60 days', or such other period as is reasonable having regard to the circumstances of the breach, notice in the case of any other breach.
- 5.3.4. If the Grantee breaches this Agreement and does not remedy the breach or pay the agreed or determined compensation within the time required, the Grantor may do one or more of:
- (a) recover from the Grantee any loss the Grantor suffers due to the Grantee's breach;
 - (b) exercise any of the Grantor's other legal rights, including the lawful termination of this Agreement,
- provided that the Grantor has given the Grantee at least 60 days' written notice prior to terminating this Agreement and the Grantee has failed to remedy the breach prior to the date of termination specified in the termination notice.

5.4. Consequences of Termination

If this Agreement is terminated, then the Grantee shall promptly remove the Grantee's Property from the Site and the Land and subject thereto is released from its obligations under this Agreement.

6. Goods and Services Tax

6.1. Definitions

- 6.1.1. Terms defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning when used in this clause.
- 6.1.2. **GST** means goods and services tax or similar value added tax levied or imposed in the Commonwealth of Australia pursuant to the GST law.
- 6.1.3. **GST law** has the meaning given to such term in A New Tax System (Goods and Services Tax) Act 1999 (Cth) or a successor Act.

6.2. GST

- 6.2.1. All amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) (**Payment**) shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

- 6.2.2. Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice must be provided by the party being reimbursed or indemnified.
- 6.2.3. All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.
- 6.2.4. Where in relation to this Agreement a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- 6.2.5. If the consideration for a supply under this Agreement is to be adjusted by reference to movements in any index, such as a consumer price index, any increase in the rate of GST published by the Commonwealth Statistician or similar Authority is to be excluded from the index for the purposes of adjusting the consideration.
- 6.2.6. If clause 6.2.5 applies and the Commonwealth Statistician or similar Authority does not publish the increase in the index attributable to the increase in the rate of GST:
- (a) the recipient may request the President of the Institute of Chartered Accountants in Australia or an officer of another Australia professional association agreed by the supplier and the recipient to appoint a person to determine the increase in the index attributable to the increase in the rate of GST for the purposes of this clause;
 - (b) the person appointed under clause 6.2.6(a) (**Expert**) must act as an expert and not an arbitrator;
 - (c) the Expert's decision is to be final and binding the parties; and
 - (d) the recipient and the supplier must each pay one half of the Expert's fees and expenses in respect of the Expert's determination under this clause.

7. Other Matters

7.1. Notices

- 7.1.1. A notice, request, consent, approval or waiver (each a **notice**) from one party to the other to be given under this Agreement must be in writing. Notices may be given by personal delivery, by prepaid post, by facsimile or electronically to the address provided by the party in accordance with this Agreement.
- 7.1.2. Notices shall be deemed as received by a party:
- (a) if personally delivered at the time of delivery;
 - (b) if sent by prepaid post, five (5) business days after posting;
 - (c) if sent by facsimile, upon receipt of written notice of successful transmission;
 - (d) if sent by electronic mail, the next day and upon receipt of notice either that the email was sent successfully or that the email was received by the recipient.

7.2. Legal Costs

- 7.2.1. Unless otherwise specified, the Grantee and the Grantor must bear all of their own legal and other costs arising from this Agreement, including the cost of drafting, negotiating and finalising this Agreement and any other transaction arising from this Agreement.

7.3. Assignment

- 7.3.1. Subject to clause 6.3.2 and 6.3.4, the Grantee must not without the consent of the Grantor (which consent shall not be unreasonably withheld or delayed) assign, transfer or otherwise deal with the Grantee's rights, duties or obligations under this Agreement.

- 7.3.2. The Grantor agrees that the Grantee may assign, transfer or otherwise deal with the Grantee's rights, duties or obligations under this Agreement to:

- (a) a related body corporate of the Grantee (within the meaning of the Corporations Act 2001 (Cth)) or a partnership comprised of related bodies corporate of the Grantee;
- (b) a joint venturer or partner of the Grantee in respect of the Wind Farm or the use of the Site under the Lease; or
- (c) any third party, subject to the Grantee proving to the reasonable satisfaction of the Grantor that such party is able to make the payments required by this Agreement (and the Lease) on time, and able to comply with the Grantee's other obligations under this Agreement (and to avoid any doubt the consent of the Grantor is not required if the third party has, or is a related body corporate of a company (within the meaning of the Corporations Act 2001 (Cth)) which has experience with wind farm projects or other similar infrastructure projects),

without the consent of the Grantor.

- 7.3.3. The Grantee shall be released and discharged from any ongoing obligations under this Agreement and the performance of the terms of this Agreement from the date of the assignment and from all claims and demands in connection with this Agreement that arise after the date of the assignment in the event of the Grantee assigning Grantee's rights and obligations under this Agreement.

- 7.3.4. Notwithstanding anything else in this clause, the Grantor agrees that the Grantee may grant a charge or other similar security over its assets, including this Agreement and the Lease, to a third party for the purpose of obtaining finance without the consent of the Grantor.

7.4. Confidentiality

- 7.4.1. Except as required by law or in the case of public knowledge about the subject information, the Grantor must not disclose to any third party (other than professional advisers, assignees, potential assignees, financiers, potential financiers, other debt providers of the Grantor or any of their respective professional advisers) or in any way exploit:

- (a) any confidential or secret information of the Grantee;
- (b) the terms of this Agreement;

- (c) any information relating to this Agreement or learned during negotiations; or
- (d) any information concerning the Land or the Crudine Ridge Wind Farm whatsoever.

7.4.2. Except as required by law or in the case of public knowledge about the subject information, the Grantee must not disclose to any third party (other than professional advisers, assignees, potential assignees, financiers, potential financiers, other debt providers of the Grantee or any of their respective professional advisers) or in any way exploit or permit to be exploited:

- (a) any confidential or secret information of the Grantor;
- (b) the terms of this Agreement;
- (c) any information relating to this Agreement or learned during negotiations; or
- (d) any information concerning the Wind Farm whatsoever.

7.5. Joint and Several Obligations

Obligations under and in respect of this Agreement that bind two (2) or more persons bind them jointly and severally and the rights of two (2) or more persons under or in respect of this Agreement enure to them jointly and severally.

7.6. Governing Law

This Agreement is governed by the laws of New South Wales.

7.7. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed is an original. Those counterparts together make an instrument.

7.8. Variations

A variation of this Agreement must be in writing and executed by all parties.

7.9. Severability

If a court decides that:

- 7.9.1. any part of this Agreement is void, voidable, illegal or unenforceable; or
- 7.9.2. this Agreement would be void, voidable, illegal or unenforceable unless a part is severed from this Agreement,

then that part is severed from this Agreement and does not affect the continued operation of the rest of this Agreement.

7.10. Entire Agreement

This Agreement contains the whole Agreement between the Grantor and the Grantee in relation to the Licence over the Land.

Execution

DATED the day of 20

EXECUTED by

Mid-Western Regional Council
ABN **insert** by its authorized officers

Witness

Name of Witness (print)

EXECUTED by
Crudine Ridge Wind Farm Pty Ltd
ABN 51 143 399 160

in accordance with Section 127 of the
Corporations Act 2001:

*Director/*Company Secretary

Director

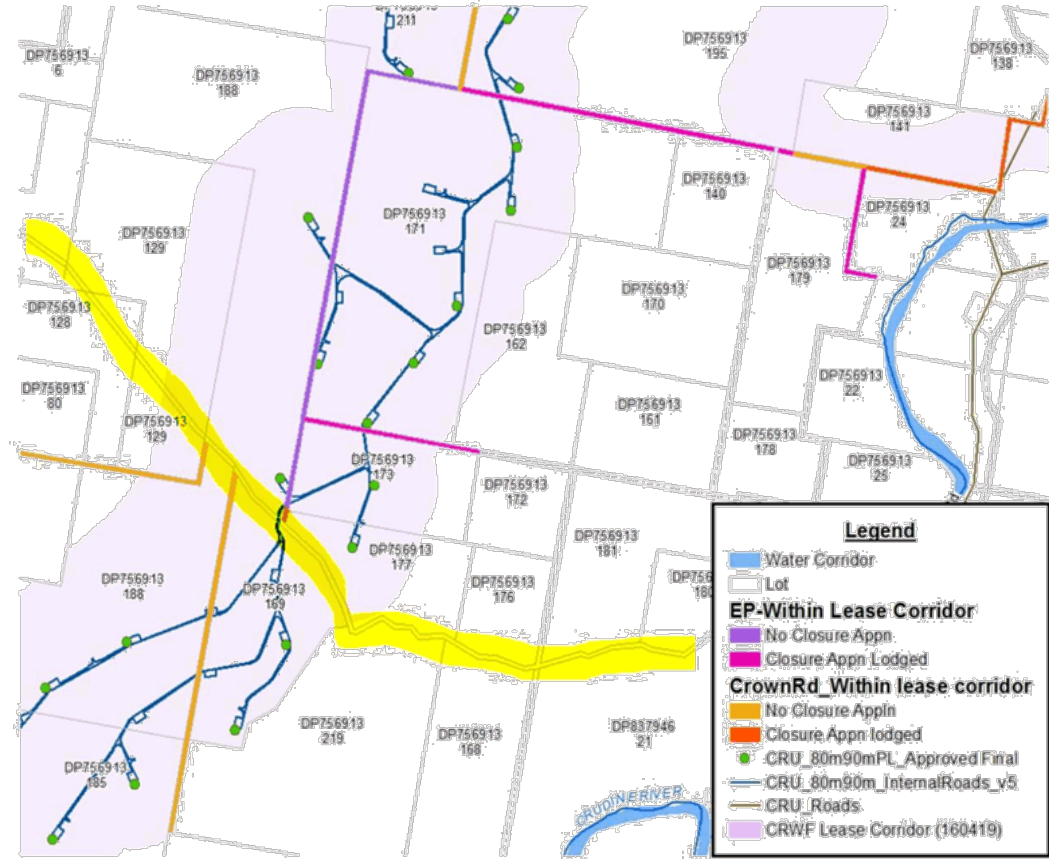
Name of *Director/*Company Secretary
(BLOCK LETTERS)
*please delete as appropriate

Name of Director
(BLOCK LETTERS)

Annexure A – Plan

This Annexure A – Plan forms part of the Licence Agreement between the Grantor and the Grantee. The Plan attached hereto contains a diagram of the Land marked in yellow highlight.

Additional maps to be added here subject to confirmation that the titles are owned by Council.



Annexure B – Caveat

Annexure C – Deed of Covenant

9.3 Street Naming - off Hone Creek Drive

REPORT BY THE PROPERTY SUPPORT OFFICER

TO 17 AUGUST 2016 ORDINARY MEETING

GOV400054, R0790141, R0790041, P2353611

RECOMMENDATION

That Council:

1. **receive the report by the Property Support Officer on the Street Naming - off Hone Creek Drive; and**
2. **name this road Meramie Street.**

Executive summary

The Caerleon Estate subdivision off Hill End Road in Mudgee includes a new street. Addressing requirements for the new subdivision necessitate the naming of this unnamed road.

Disclosure of Interest

Nil.

Detailed report

Council, being the Roads Authority, is required to name new or unnamed streets and roads. The purpose of this report is to provide a name submitted by the developer (in conjunction with Mudgee Historical Society) for the new road in Stage 1B of the Caerleon Estate subdivision. Several names of historical significance to the development have been submitted to the Geographical Names Board in relation to this subdivision and this name was approved for use on 1 August 2014.

Meramie Street

Street naming is legislated under the Roads Act 1993. This Act empowers the authority in charge of the road with the rights to name it. The naming of this new street will allow the completion of street addressing within this new subdivision. Section 162 of the Roads Act (1993) states that "a road authority may name and number all public roads for which it is the authority. A roads authority may not alter the name of a public road unless it has given the Geographical Names Board (GNB) at least two months' notice of the proposed name."

In accordance with Council's Road Naming Policy, the name that council endorses for this road will be:

1. Advertised in the Mudgee Guardian inviting submissions in writing from the public for a period of 21 days;
2. Concurrently, notice of the proposed name will be sent to Australia Post, the Registrar General, the Surveyor General, the Chief Executive of the Ambulance Service of NSW, New South Wales Fire Brigades, the NSW Rural Fire Service, the NSW Police Force, the State Emergency Service, the New South Wales Volunteer Rescue Association Inc, and, in the

case of a classified road – Roads & Maritime Services, inviting submissions in writing for a period of 21 days.

At the expiration time for the lodgement of submissions, a further report will be prepared for Council addressing any submissions received and recommending the formal adoption of the proposed street name, and Gazettal of the new street name.

Community Plan implications

Theme	Connecting Our Region
Goal	High quality road network that is safe and efficient
Strategy	Provide traffic management solutions that promote safer local roads and minimise traffic congestion

Financial implications

Cost and installation of street signs will be met by the developer.

CAROLYN ATKINS
PROPERTY SUPPORT OFFICER

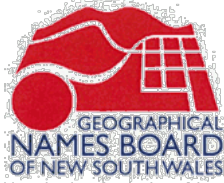
LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

2 August 2016

Attachments: 1. Correspondence received from the Geographical Names Board.
2. Map of the Road to be named.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER



PO Box 143
Bathurst NSW 2795
T: 02 6332 8214
F: 02 6332 8217
E: gnb@ip.nsw.gov.au
www.gnb.nsw.gov.au

Your Reference: CA:R0790141
Our Reference:
Contact Officer: Rhet Humphrys
Telephone No: 02 6332 8363
Email: rhet.humphrys@ip.nsw.gov.au

The General Manager
Mid-Western Regional Council
PO Box 156
MUDGEE NSW 2850

ATTENTION: Carolyn Atkins

Dear Carolyn

**ROADS ACT 1993, ROADS (GENERAL) REGULATION 2008
SECTION 162 – NAMING OF PUBLIC ROADS**

I refer to your letter of 18th July 2014, which proposed the following public road names:

**KNOX, HOSKING, PRICE, MOORE, SUTOR, ENFIELD, DARTHULA,
SHEARMAN, MERAMIE, HONE**

On behalf of the Geographical Names Board (GNB), Surveyor General (SG) and Registrar General (RG), the name has been reviewed under the GNB NSW Road Naming Policy and I would raise the following objections:

PRICE - objection is raised under *Principle 4 Uniqueness, Duplication*, a road name will be regarded as a duplicate if it is the same or similar in spelling or sound to an existing name, regardless of the road type. There is already a **PRICE STREET** located in Wollar and a **PRICES LANE** located in Pyramul.

KNOX, HOSKING, PRICE, MOORE, SUTOR, ENFIELD, DARTHULA, SHEARMAN, MERAMIE, HONE – are approved provided they do not refer specifically to any living persons and an appropriate road type is chosen from the list of acceptable road types (NSW Road Naming Policy).

Should you wish to proceed with adoption of the name to which objection has been raised, then Council should write to the **Secretary of the Geographical Names Board, Land and Property Information, PO Box 143, Bathurst NSW 2795** setting out reasons why the name is valid. The matter will then be put to the Board who may choose to overturn the objections.

Kind Regards,
Rhet Humphrys
Geographical Names Board Secretariat.

1st August 2014



9.4 Association of Mining Related Councils

REPORT BY THE FINANCIAL ACCOUNTANT
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0100006

RECOMMENDATION

That Council:

1. **receive the report by the Financial Accountant on the Association of Mining Related Councils;**
2. **continues membership with the Association of Mining Related Councils for the 2017 financial year; and**
3. **endorses the Mayor (and in his unavailability the Deputy Mayor) and the General Manager (or his delegate) to be Councils delegates at the Association of Mining Related Councils.**

Executive summary

Council has been a member of the Association of Mining Related Councils since 2014 and continues to benefit from this membership. It is recommended that Council remains a member for the 2017 financial year.

Disclosure of Interest

Nil.

Detailed report

Council has received the invoice for 2016/17 membership fees with the Association of Mining Related Councils. A review of whether it is valuable to remain within the Association has been completed. The benefits of the Association are described by the Associations Chairman:

The Association represents a diverse number of New South Wales local government councils with an interest in mining and the developing coal seam gas (CSG) industry.

The current challenges created by mining and the CSG industries have caused considerable dialogue between communities and the three levels of government. The Association with its strong member base and the expertise within the councils means governments are prepared to listen to the organisation on all current issues.

The development of large scale mining in local areas places pressure on the finances of affected councils and their communities. The Association is represented on the NSW government's Resources for Regions Panel through the organisation's Chief Executive Officer

which allows the Association to be involved in funding decisions by the state government for the provision of social and physical infrastructure where mining has expanded.

Currently the Association is developing a policy and positions statement on voluntary planning agreements (VPAS) which represent another avenue of funding if agreements can be established with the mining companies operating in the local areas.

The organisation is regularly consulted by the state government and its departments in relation to the ever changing legislation surrounding mining and CSG developments. The Association is therefore a cost effective solution for a local government council that has mining in its area and has need of support for the associated ongoing negotiations with government and the private sector.

Staff agree that maintaining membership is beneficial, especially given how much mining impacts the Mid-Western Regional Council LGA.

Community Plan implications

Theme	Good Governance
Goal	An effective and efficient organisation
Strategy	Prudently manage risks association with all Council activities

Financial implications

The cost of membership is \$7,630 Inc. GST for the 2017 financial year, this amount did not increase from the 2016 charge and has been budgeted for within Members Expenses. There will also be associated travel costs for the delegates to attend meetings throughout the year.

TRISH ELSEGOOD
FINANCIAL ACCOUNTANT

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

2 August 2016

Attachments: Nil

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

9.5 Draft Financial Statements 2015/16

REPORT BY THE CHIEF FINANCIAL OFFICER
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, FIN300114

RECOMMENDATION

That Council:

1. **receive the report by the Chief Financial Officer on the Draft Financial Statements 2015/16;**
2. **authorise the Mayor, Deputy Mayor, General Manager and Responsible Accounting Officer to sign the *Statement by Councillors and Management* on its opinion of the General Purpose Financial Report 2015/16 and Special Purpose Financial Report 2015/16;**
3. **authorise the General Manager to issue the 2015/16 Financial Reports immediately upon receipt of the Auditors Report, subject to there being no material audit adjustments or audit issues; and**
4. **authorise the General Manager to finalise the date at which the Auditors Report and Financial Statements for 2015/16 are to be presented to the public.**

Executive summary

Council is required to prepare financial reports for each year and refer them to audit as soon as practicable. The preparation and audit of financial reports must be completed within four months after the end of the financial year.

Disclosure of Interest

Nil.

Detailed report

Section 413(2)(a) – (c) of the Local Government Act 1993 requires that Council's financial reports must include the following:

- a) a general purpose financial report;
- b) any special purpose financial reports or schedules prescribed by the regulations; and
- c) a statement in the approved form by the Council as to its opinion on the general purpose financial report and any such special purpose financial reports.

Council's financial reports must be prepared in accordance with the requirements of:

- a) the Australian Accounting Standards and professional pronouncements; and
- b) the Local Government Code of Accounting Practice and Financial Reporting; and
- c) the Local Government Act 1993 and the Regulations.

The attached draft financial reports have been prepared in accordance with the abovementioned requirements.

Section 215(1) of the Local Government (General) Regulation 2005 requires that the statement by Council as to its opinion on the financial reports must be made by resolution of the Council and be signed by the Mayor, at least one other member of Council, the General Manager and the Responsible Accounting Officer. The statement must indicate:

- a) whether or not Council's annual financial reports have been drawn up in accordance with the required Standards and Regulations;
- b) whether or not those reports present fairly Council's financial position and operating result for the year;
- c) whether or not those reports accord with the Council's accounting and other records;
- d) whether or not the signatories know of anything that would make those reports false or misleading in any way; and
- e) include such information and explanations as will prevent those reports from being misleading because of any qualification that is included in the statement.

The attached draft financial statements are not available to the public until after Council's auditor has provided an independent audit report. It is recommended that Council authorise the General Manager to issue the financial reports immediately upon receipt of the auditors' report, subject to there being no material audit changes or audit issues.

It is recommended that Council authorise the General Manager to finalise the date at which the auditors' report and financial statements are to be presented to the public. It is anticipated that this presentation will occur at the Council meeting of 5 October 2016.

Community Plan implications

Theme	Good Governance
Goal	An effective and efficient organisation
Strategy	Prudently manage risks association with all Council activities

Financial implications

Not applicable.

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

2 August 2016

Attachments:

1. Draft Financial Statements 2015/16 and Draft Special Purpose Financial Statements 2015/16. (Confidential - separately attached)
2. Councillor Statement General Purpose Financial Statements 2015/16.
3. Councillor Statement Special Purpose Financial Statements 2015/16.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

Mid-Western Regional Council

General Purpose Financial Statements for the year ended 30 June 2016

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

The attached General Purpose Financial Statements have been prepared in accordance with:

- the *Local Government Act 1993 (NSW)* (as amended) and the regulations made thereunder,
- the Australian Accounting Standards and professional pronouncements, and
- the Local Government Code of Accounting Practice and Financial Reporting.

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

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

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

Signed in accordance with a resolution of Council made on 17 August 2016.

Des Kennedy
Mayor

Paul Cavalier
Deputy Mayor

Brad Cam
General manager

Leonie Johnson
Responsible accounting officer

Mid-Western Regional Council

Special Purpose Financial Statements for the year ended 30 June 2016

Statement by Councillors and Management made pursuant to the Local Government Code of Accounting Practice and Financial Reporting

The attached Special Purpose Financial Statements have been prepared in accordance with:

- the NSW Government Policy Statement 'Application of National Competition Policy to Local Government',
- the Division of Local Government Guidelines 'Pricing and Costing for Council Businesses – A Guide to Competitive Neutrality',
- the Local Government Code of Accounting Practice and Financial Reporting,
- the NSW Office of Water Best-Practice Management of Water and Sewerage Guidelines.

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

- present fairly the operating result and financial position for each of Council's declared business activities for the year, and
- accord with Council's accounting and other records.

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

Signed in accordance with a resolution of Council made on 17 August 2016.

Des Kennedy
Mayor

Paul Cavalier
Deputy Mayor

Brad Cam
General manager

Leonie Johnson
Responsible accounting officer

9.6 Monthly Statement of Investment and Bank Balances as at 31 July 2016

REPORT BY THE MANAGER, FINANCIAL PLANNING
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, FIN300053

RECOMMENDATION

That Council:

1. **receive the report by the Manager, Financial Planning on the Monthly Statement of Investment and Bank Balances as at 31 July 2016;**
2. **note the certification of the Responsible Accounting Officer.**

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.

Disclosure of Interest

Nil.

Detailed report

As per Clause 212 of the Local Government (General) Regulation 2005 the Responsible Accounting Officer certifies that;

- a) this report sets out details of all money that the Council has invested under Section 625 of the Act, and
- b) all investments have been made in accordance with the Act, the regulations and Council's investment policies.

This report has been made up to the last day of the month preceding this meeting.

Community Plan implications

Theme	Good Governance
Goal	An effective and efficient organisation
Strategy	Prudently manage risks association with all Council activities

Financial implications

Not applicable.

NEIL BUNGATE
MANAGER, FINANCIAL PLANNING

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

2 August 2016

Attachments:

1. Monthly Statement of Bank Balances and Investments.
2. Schedule of MWRC Investment Policy Requirements.
3. Monthly Investment Portfolio Activity.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

Attachment 1

For the month ended:

31-Jul-16

Bank Account	Opening Balance	Receipts	Payments	Closing Balance	Overdraft Limit
National Australia Bank (Corporate Cheque Account) \$	40,341	\$11,603,256	\$ 11,582,336	\$ 61,261	\$ 700,000

The bank balances have been reconciled to the General Ledger as at 31/07/2016

Investments	Type	Amount \$'000	Yield %	Maturity Date	Term
National Australia Bank	At Call	2,153	2.05%	NA	At Call
National Australia Bank	Term Deposit	1,000	3.00%	15/02/2017	364
National Australia Bank	Term Deposit	2,000	3.00%	5/10/2016	217
National Australia Bank	Term Deposit	1,000	3.15%	26/10/2016	210
National Australia Bank	Term Deposit	1,000	3.15%	16/11/2016	210
National Australia Bank	Term Deposit	2,000	3.00%	23/11/2016	203
National Australia Bank	Term Deposit	1,500	3.03%	21/12/2016	217
National Australia Bank	Term Deposit	1,600	2.92%	5/07/2017	364
St George Bank	Term Deposit	1,000	2.90%	31/08/2016	196
St George Bank	Term Deposit	2,000	2.90%	7/09/2016	203
St George Bank	Term Deposit	2,500	2.83%	28/09/2016	212
St George Bank	Term Deposit	1,000	2.95%	12/10/2016	217
St George Bank	Term Deposit	500	2.90%	19/10/2016	217
St George Bank	Term Deposit	1,000	3.05%	26/10/2016	210
St George Bank	Term Deposit	1,300	3.12%	9/11/2016	217
St George Bank	Term Deposit	2,000	3.00%	30/11/2016	210
St George Bank	Term Deposit	1,500	2.85%	25/01/2017	231
Bankwest	Term Deposit	1,000	2.93%	17/08/2016	203
Bankwest	Term Deposit	1,500	2.90%	24/08/2016	196
Bankwest	Term Deposit	1,500	2.90%	21/09/2016	210
Bankwest	Term Deposit	2,000	2.70%	14/12/2016	210
ANZ	Term Deposit	1,000	2.86%	14/09/2016	203
AMP	Term Deposit	1,500	3.00%	3/08/2016	182
AMP	Term Deposit	1,000	3.00%	17/08/2016	189
AMP	Term Deposit	1,000	2.90%	4/01/2017	189
Bank of Queensland	Term Deposit	800	3.10%	3/08/2016	203
Bank of Queensland	Term Deposit	1,300	3.10%	19/10/2016	224
Bank of Queensland	Term Deposit	800	3.00%	4/01/2017	224
Bank of Queensland	Term Deposit	2,000	3.00%	1/02/2017	224
Bendigo & Adelaide Bank	Term Deposit	1,500	2.85%	2/11/2016	364
ING Bank	Term Deposit	1,500	3.10%	1/03/2017	364
Beyond Bank	Term Deposit	1,500	3.00%	11/01/2017	224
Beyond Bank	Term Deposit	1,500	3.00%	18/01/2017	231
Members Equity Bank	Term Deposit	1,500	3.09%	10/08/2016	196
Peoples Choice C/Union	Term Deposit	1,500	2.91%	7/12/2016	203
MyState Bank	Term Deposit	1,000	3.08%	24/08/2016	203
Family First Credit Union	Term Deposit	500	3.00%	25/01/2017	224
Total Investments		50,953			

Attachment 2

MWRC Policy Requirements:

Investments by Institution	Long/Short Term Ratings	Amount \$'000	% of Portfolio	
			Actual	Policy Limit
National Australia Bank	AA-/A-1+	12,253	24%	25%
Bankwest	AA-/A-1+	6,000	12%	25%
St George Bank	AA-/A-1+	12,800	25%	25%
ANZ	AA-/A-1+	1,000	2%	25%
AMP	A+/A-1	3,500	7%	15%
Bank of Queensland	A-/A-2	4,900	10%	10%
Bendigo & Adelaide Bank	A-/A-2	1,500	3%	10%
ING Bank	A-/A-2	1,500	3%	10%
Beyond Bank	BBB+/A-2	3,000	6%	10%
Members Equity Bank	BBB+/A-2	1,500	3%	10%
Peoples Choice C/Union	BBB+/A-2	1,500	3%	10%
MyState Bank	BBB/A-2	1,000	2%	10%
Family First Credit Union	Unrated	500	1%	10%
		50,953	100%	

Investments by S&P Rating	Short Term Rating	Amount \$'000	% of Portfolio	
			Actual	Limit
Direct Securities	A-1+	32,053	63%	100%
	A-1	3,500	7%	60%
	A-2	14,900	29%	30%
	A-3	-	0%	20%
	Unrated	500	1%	10%
		\$ 50,953	100%	

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

Term to Maturity	Amount \$'000	Actual	% of Portfolio	
			Minimum	Maximum
Less than 1 year	50,953	100%	40%	100%
Between 1 and 3 years	-	0%	0%	60%
Between 3 and 5 years	-	0%	0%	50%
More than 5 years	-	0%	0%	25%
	50,953	100%		

Attachment 3**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 \$'000	Redeemed Balance \$'000	Re-invested Balance \$'000	Change in interest rate	Change in Term (days)	New Term Rate
National Australia Bank	1,498		2,153	-0.25%	0	2.05%
National Australia Bank	1,600		1,600	-0.10%	0	2.92%
St George Bank	1,000	1,000		Redeemed		
Bankwest	700	700		Redeemed		
National Australia Bank	1,000	1,000		Redeemed		
Members Equity Bank	1,800	1,800		Redeemed		
	7,598		3,753			
Investment Portfolio Movement		(3,845)		Reduction		

9.7 MRTI Contract 2016/17

REPORT BY THE CHIEF FINANCIAL OFFICER
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, F0770077

RECOMMENDATION

That Council:

1. receive the report by the Chief Financial Officer on the MRTI Contract 2016/17;
2. authorise the additional \$50,000 (GST exclusive) amount as a separate item on the contract, due to the intent that it be a one off payment;
3. authorise the revision of MRTI Key Performance Indicators to be:
 - 3.1 Measure tourism numbers to the LGA and where they are from
 - 3.2 Provide all tourism related businesses in the LGA whether a member of MRTI or not, with the opportunity to have a free website listing
 - 3.3 Attend and promote the region at four (4) events outside the region
 - 3.4 Provide monthly marketing communication to subscriber database, report on social media reach and website visitation statistics
 - 3.5 Promote all tourism-related council and major regional events
 - 3.6 Develop annual marketing plan providing details of all marketing and promotional activities planned to be undertaken on a monthly basis to promote LGA as a tourism destination and provide quarterly updates
4. authorise the General Manager to sign the contract for tourism services for 2016/17

Executive summary

The draft contract for tourism services for the period 1 July 2016 to 30 June 2017, has been prepared and provided to MRTI for approval, per the resolution from Council on 16 March 2016. MRTI have requested changes to the contract which are outside the scope of delegated authority under the Council resolution.

Disclosure of Interest

Nil.

Detailed report

Council staff sought approval of the terms of the contract at the Ordinary Council Meeting held on 16 March 2016. At this time the following was resolved:



MID-WESTERN REGIONAL COUNCIL

COUNCIL MEETING EXTRACT
COUNCIL MEETING: 16 MARCH 2016

±

9.5 EXTENSION OF MRTI CONTRACT

GOV400054, F0770077

01/16

MOTION: Cavalier / Shelley

That:

1. Council receive the report by the Chief Financial Officer on the Extension of MRTI Contract;
2. Council agree not to invite tenders for the procurement of tourism services in the Mid-Western Regional LGA, per Section 55 (3) (i), due to the unavailability of competitive or reliable tenderers that are suitable for the specialised services of tourism and familiar with this regions marketable qualities;
3. Council agree to enter into a contract with Mudgee Region Tourism Inc. for the period 1 July 2016 to 30 June 2017, for the delivery of tourism services;
4. Council approve the value of the contract for the existing sum (\$377,120 excluding GST), increased by Consumer Price Index All Groups (Sydney) for the proceeding 12 month period;
5. Council accepts the Mudgee Region Tourism Inc. commitment that they will change the constitution to give the General Manager or his/her representative full Board Status, should the Mayor be unable to attend any board meeting as Councils representative;
6. Council authorise the General Manager to negotiate an additional sum of up to \$50,000, should this request be approved as part of the 206/17 budget process;
7. Council require all other contract items be maintained, per the existing contract terms;
8. Council authorises the General Manager to enter into the contract and sign on behalf of Council.

The motion was carried with the Councillors voting unanimously.

□

REQUEST FOR VARIATION TO FUNDING ITEMS

During preparation of the contract, the following items were revised and added:

1. Funding Agreement

- (a) MWRC will, subject to MRTI's strict compliance with its obligations under this Agreement, provide funding to MRTI of \$382,400 plus GST for the term of this agreement.

- (d) Council will pay MRTI an additional sum of \$50,000 plus GST on commencement of this agreement as authorised by Council at its Ordinary Meeting 15 June 2016.

MRTI have since requested that item (d) be removed and item (a) be increased to \$432,400. Council staff do not recommend that these items be combined for the term of this contract, as it may be misleading when the contract comes up for re-negotiation in 2017/18. The amount agreed for the annual provision of tourism services is in fact \$382,400 and the additional amount was requested, and provided, as a one-off payment, at the discretion of Council.

REQUEST FOR VARIATION TO KPI'S

MRTI have also requested that the contract KPI's be permanently revised to reflect the temporary KPI's that were accepted in December 2013. The revised KPI's were introduced whilst MRTI was going through the process of employing a Tourism Manager. The contracted KPI's have not been reported since. The revision of KPI's is summarised in the table below:

PROPOSED KPI's	ORIGINAL KPI's
During the continuance of this Agreement MRTI must:	During the continuance of this Agreement MRTI must:
Measure tourism numbers to the LGA and where they are from	Monitor key indicators that measure tourist numbers to the LGA including the number of visitors attending each visitor centre, where they are from and how they have heard about the LGA and conduct an annual targeted campaign for participation in surveys about visitor experience in the LGA.
Provide all tourism related businesses in the LGA with the opportunity for promotion	Provide all tourism related businesses in the LGA, whether a member of MRTI or not, with the opportunity to have a free website listing
Attend and promote the region at four (4) events outside the region	Attend and promote the LGA at a minimum of 4 events per year held outside the LGA to increase the number of domestic tourists to the LGA (at least 2 events to be held in new target markets)
Provide monthly marketing communication to subscriber database, report on social media reach and website visitation statistics	Ensure monthly marketing communication with subscriber database
Promote all tourism-related council and major regional events	Promote tourism-related Council events in MRTI marketing material without normal membership limitations, where the event benefits the LGA. The events promoted will be decided by the CEO of MRTI and the Council Events Coordinator or Economic Development Officer
	Ensure at least 15% of MRTI produced press releases for the LGA's media coverage (achieved through PR activity) represents tourism businesses and attractions in Kandos, Rylstone and Gulgong
	Ensure at least 2-3 different or new tourism businesses or attractions are pitched to media outside the LGA each quarter

Ensure all major events in the LGA presented to MRTI are featured in What's On and Events Calendar

Develop annual marketing plan providing details of all marketing and promotional activities planned to be undertaken on a monthly basis to promote LGA as a tourism destination and provide quarterly updates

Develop an annual marketing plan which provides the specific details of all marketing and promotional activities that will be undertaken on a monthly basis to actively promote the LGA as a tourism destination and provide opportunity for Council's input

It should be noted that the original intention of the detailed KPI's, was to ensure that MRTI was working in the best interests of all businesses within the LGA. In particular, that there were full listings of all tourism related businesses within the LGA, so that when prospective visitors were looking for a destination, all of the Mudgee Region's businesses were working to attract visitors, not simply member paying businesses. For this reason, staff recommend that the KPI requiring a free website listing for all businesses remain as per the original description, but accept that all other changes will simplify MRTI's periodic reporting.

Community Plan implications

Theme	Building a Strong Local Economy
Goal	An attractive business and economic environment
Strategy	Promote the region as a great place to live, work, invest and visit

Financial implications

The additional amount of \$50,000 for MRTI is included in the 2016/17 Operational Plan, having been approved as a part of the budget process during development of the plan. However, this amount is budgeted for one year only, as it was approved as a one-off, additional amount to the contracted annual sum for services. This amount was included at the request of MRTI, so they would have funds available to match grant funding opportunities.

The approved budget for MRTI over the next 4 years is:

	2016 Actuals	2017 Current Budget	2018 Original Budget	2019 Original Budget	2020 Original Budget
TOURISM OPERATIONS	381,948.78	441,809.00	401,604.00	411,399.00	421,194.00

Should Council wish to approve an increased annual amount, an approved budget will need to be allocated for 2018-2020. This is best included at the time of preparing the Operational Plan and Delivery program, when it can be prioritised against other competing services.

An increase of the annual allocation to \$432,400 is equivalent to a 14.65% increase.

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

2 August 2016

Attachments: 1. Draft MRTI agreement 2016.

APPROVED FOR SUBMISSION:
BRAD CAM
GENERAL MANAGER

THIS AGREEMENT made the XX day of XXXX 2016

BETWEEN: **MID-WESTERN REGIONAL COUNCIL** of 86 Market Street, Mudgee (herein called “MWRC”) of the first part.

AND: **MUDGEES REGION TOURISM INC** of 84 Market Street, Mudgee (herein called “MRTI”) of the other part.

RECITALS

- A. MRTI has agreed to provide Tourism and Visitor Information Services for the Mid-Western Regional Local Government Area (herein called “the LGA”) with the primary objective of promoting the LGA as a tourism destination.
- B. MRTI will provide the Visitor Information Services from:
 - (a) the Mudgee Visitors Information Centre at 84 Market Street, Mudgee.
 - (b) the Shanty 66 Herbert Street Gulgong.
 - (c) The Lollipop Shop, Rylstone and Down the Track Café, Kandos.
 - (d) such other premises as MWRC and MRTI may agree.
- C. MWRC has agreed to provide funding and at its discretion continue to provide in kind assistance to the community for tourism related activities (examples of in kind assistance may include traffic management plans and street closures)
- D. MWRC has agreed to lease to MRTI the Mudgee Visitors Information Centre at 84 Market Street, Mudgee in accordance with Deed of Lease of even date between the parties (herein called “the Lease”).
- E. MRTI will provide Visitor Information Services as a principal and not as the agent or contractor of MWRC.

OPERATIVE PART

This Agreement witnesses as follows:

1. Definitions

“General Manager” means the General Manager of MWRC or any person acting in that capacity.

“Tourism and Visitor Information Services” means:

- (i) the active marketing of the LGA as a tourist destination both within and outside the LGA.
- (ii) the provision in whatever form of tourist information relating to the LGA to visitors and prospective visitors to the LGA and to tourism related service providers;
- (iii) the production and distribution of visitor information publications and other promotional presentations in whatever form both within and outside the LGA; and

- (iv) the carrying out of or involvement in such other tourist related activities as MWRC may approve from time to time with the intent of encouraging and stimulating tourism within the LGA and to otherwise comply with the conditions for entitlement to membership of the NSW Tourism Visitor Information Network.
- (v) “Unexpected funds” means any of the funding provided by MWRC under this Agreement that remain unexpended at the date of the dissolution of MRTI pursuant to the Associations Incorporation Act 2009 Section 65 (4).

2. Term of Agreement

The term of this Agreement will be one (1) year commencing on the 1 July 2016 and ending on the 30 June 2017 unless terminated earlier in accordance with Clause 3.

3. Termination

- (a) This Agreement will terminate in any of the following events:
 - (i) on close of business on 30 June 2017; or
 - (ii) on the expiry of one (1) month after service upon MRTI of written notice of termination by MWRC in the event that MRTI is in breach of any of its obligations under Clauses 8 and 9 without the prior approval of MWRC; or
 - (iii) on the expiry of one (1) month after service upon MRTI of written notice of termination by MWRC in the event that MRTI fails to pay to MWRC any monies properly payable by MRTI to MWRC under this Agreement or under the Lease without the prior approval of MWRC; or
 - (iv) immediately upon service on MRTI of written notice of termination by MWRC in the event that MRTI is in serious or persistent breach of this Agreement; or
 - (v) immediately upon service on MRTI of written notice of termination by MWRC in the event that in MWRC’s determination MRTI is providing the Tourism and Visitor Information Services in a way that is detrimental to the position and standing of MWRC or to the LGA as a tourist destination; or
 - (vi) immediately upon service on MRTI of written notice of termination by MWRC in the event that in the determination of MWRC, MRTI is not delivering the Tourism and Visitor Information Services to a standard at least equivalent to the services offered previously by MRTI under the Funding and Performance Agreement for the period 1 July 2013 to 30 June 2016; or
 - (vii) immediately upon service on MRTI of written notice of termination by MWRC in the event that MRTI ceases to be a registered Association under the Associations Incorporation Act 2009 and/or a registered trading entity; or
 - (viii) immediately upon service on MRTI of written notice of termination by MWRC in the event that the Objects or Rules of MRTI are amended or otherwise changed without the prior written consent of MWRC.

- (b) Upon termination of this Agreement for whatever reason MWRC's obligations to provide funding under Clause 4 will immediately cease in respect of future instalment payments but the parties' obligations with regard to audit will continue to be enforceable.
- (c) In the event of the termination of this Agreement for whatever reason MWRC will not be prohibited or otherwise restricted from providing Tourism and Visitor Information Services for the LGA or providing funding to another entity to assist it to provide Tourism and Visitor Information Services for the LGA.

4. Funding Agreement

- (a) MWRC will subject to MRTI's strict compliance with its obligations under this Agreement provide funding to MRTI of \$382,400 plus GST for the term of this agreement.
- (b) The funding will be payable by twelve (12) instalments with each instalment to be payable monthly in advance and to be of equal amount subject to rounding off.
- (c) MWRC will be entitled to deduct from each monthly payment rent and other monies payable by MRTI to MWRC under the Lease.
- (d) Council will pay MRTI an additional sum of \$50,000 plus GST on commencement of this agreement as authorised by Council at its Ordinary Meeting 15 June 2016.
- (e) MWRC will be entitled to appoint a registered Auditor with at least 10 years relevant experience to carry out an independent audit of the financial affairs of MRTI and of the financial contents of the reports provided to MWRC pursuant to Clauses 8 and 9 should it determine at its absolute discretion that such audit is warranted and for the purpose of the audit:
 - (i) MRTI will co-operate with the Auditor in the carrying out of the audit and will provide access to the Auditor to all of its financial records promptly upon request.
 - (ii) The Chairperson and the Treasurer of MRTI will provide such explanation as may be required by the Auditor to better understand the financial affairs of MRTI.
 - (iii) In the event that the audit report reveals what are regarded by the Auditor to be serious breaches by MRTI in its obligations under Clauses 8 and 9 then at MWRC's election the reasonable costs of the audit will be payable by MRTI.
 - (iv) Except as provided in (iii) above the costs of the audit will be payable by MWRC.
- (f) MWRC will give one month's written notice to MRTI if in Council's opinion that MRTI are not complying with its obligations under this Agreement. If after that one month period MWRC is not satisfied with the response MWRC will be entitled at its absolute discretion to suspend payment of any funding otherwise payable under this clause whilst ever MRTI is not complying strictly with its obligations under this Agreement and or under the Lease and or whilst an audit is being carried out pursuant to sub clause (d) and in respect of any suspended payments MWRC will at

its absolute discretion determine whether such payments are to be paid to MRTI on MRTI rectifying its non-compliance or whether such payments are to be forfeited.

5. Provision of the Tourism and Visitor Information Services

- (a) MRTI will provide the Visitor Information Services in a proper and efficient manner from the Mudgee Visitors Information Centre at 84 Market Street, Mudgee on a seven (7) day a week basis between the hours of 9.00am to 5.00pm, in Gulgong from premises known as “The Shanty” on a five (5) day a week basis (Thursday to Monday) between the hours of 10.00am and 3.00pm, in Rylstone at The Lollipop Shop between the hours of 10am and 4pm on a seven (7) days a week basis, and in Kandos at Down the Track cafe between the hours of 9am and 5pm Wednesday to Monday or from such other premises in those respective towns as MWRC and MRTI may agree.
- (b) During the continuance of this Agreement MRTI must
- (i) Monitor key indicators that measure tourist numbers to the LGA including the number of visitors attending each visitor centre, where they are from and how they have heard about the LGA and conduct an annual targeted campaign for participation in surveys about visitor experience in the LGA.
 - (ii) Provide all tourism related businesses in the LGA, whether a member of MRTI or not, with the opportunity to have a free website listing
 - (iii) Attend and promote the LGA at a minimum of 4 events per year held outside the LGA to increase the number of domestic tourists to the LGA (at least 2 events to be held in new target markets)
 - (iv) Ensure monthly marketing communication with subscriber database
 - (v) Promote tourism-related Council events in MRTI marketing material without normal membership limitations, where the event benefits the LGA. The events promoted will be decided by the CEO of MRTI and the Council Events Coordinator or Economic Development Officer
 - (vi) Ensure at least 15% of MRTI produced press releases for the LGA's media coverage (achieved through PR activity) represents tourism businesses and attractions in Kandos, Rylstone and Gulgong
 - (vii) Ensure at least 2-3 different or new tourism businesses or attractions are pitched to media outside the LGA each quarter
 - (viii) Ensure all major events in the LGA presented to MRTI are featured in What's On and Events Calendar
 - (ix) Develop an annual marketing plan which provides the specific details of all marketing and promotional activities that will be undertaken on a monthly basis to actively promote the LGA as a tourism destination and provide opportunity for Council's input
- (c) In performing the Tourism and Visitor Information Services MRTI will operate as a principal and will not hold itself out as being the agent or contractor of MWRC or

purport to bind MWRC under any contract or agreement with third parties or otherwise incur any liability on behalf of MWRC.

6. Visitor Centres

- (a) MWRC will provide the Mudgee Visitors Information Centre at 84 Market Street, Mudgee to MRTI for the delivery of Visitor Information Services under the terms of the Lease.
- (b) MRTI will be responsible for the payment for all services consumed in the operation of the Mudgee Rylstone, Kandos and Gulgong Visitors Information Centres including electricity and cleaning.
- (c) MWRC's staff will be allowed reasonable access to the Mudgee Visitors Information Centre to maintain computer networking connections for neighbouring buildings as may be required from time to time.

7. Computer Software

- (a) Software on computers in the Mudgee Visitors Information Centre which is licensed to MRTI will be retained by MRTI and MRTI will be responsible for all servicing and updating of software and computers used in the Centre.

8. MRTI reports to MWRC

- (a) It is an essential condition of MWRC continuing to provide funding in accordance with Clause 4 that MRTI must deliver all reporting requirements as provided for under this Clause and Clause 9 without exception and within the time table specified in sub Clause (c) unless otherwise agreed by MWRC.
- (b) MWRC may require changes and additions to the format and content of reports as determined by MWRC from time to time.
- (c) Reports must be presented to MWRC on a quarterly basis by no later than the last day of the month immediately following the end of the relevant quarter after presentation of the report to MRTI's Board and such reports must accurately reflect the true position of MRTI for the relevant quarter.
- (d) A member of the MRTI Board must be present at MWRC's meetings as may be required to respond to any questions from MWRC. MRTI will receive reasonable notice of the scheduling of the meetings.
- (e) MRTI will provide MWRC with such additional operational information as MWRC may reasonably require from time to time.
- (f) MRTI will appoint an independent and qualified company auditor to perform an annual audit for each financial year.
- (g) A copy of the annual audit and of the annual accounts of MRTI will be supplied to the General Manager within one month of the adoption of MRTI's annual accounts.
- (h) MRTI will prepare an annual Budget and Strategic Marketing Plan for the next financial year in consultation with MRTI's members and the community and will submit it to MWRC by 1st April of each year after approval by the MRTI Board. The Budget and Plan will include:

- (i) an outline of the projects to be undertaken in the next financial year.
 - (ii) a month by month budget for the next financial year.
 - (iii) identified key performance indicators that will provide a measure for the achievement of all projected targets and details of how the outcome of these indicators will be reported to MWRC.
 - (iv) details of services and projects that will specifically promote the LGA and details of the services that will be targeted to promote individual localities in the area including but not limited to Mudgee, Gulgong, Rylstone and Kandos.
- (i) MWRC may use components of the MRTI's Budget and Strategic Management Plan in the MWRC's Management Plan each year.
 - (j) MRTI will change the constitution to give the General Manager or his/her representative full Board Status, should the Mayor be unable to attend any board meeting as Council's representative.

9. Quarterly report contents

- (a) MRTI must submit its quarterly reports to MWRC with a minimum content of the items listed in Appendix 1.
- (b) The quarterly reports must be approved by the MRTI Board and signed by the Chairperson or Treasurer of the Board.
- (c) MRTI will provide all necessary additional information as may be required to enable MWRC to understand the operations and performance of MRTI in each quarterly report so that MWRC may provide details to its constituents on the use of MWRC expenditure.

10. Liabilities and Indemnity

- (a) MWRC is not liable and will not assume liability or take responsibility for any debts or liabilities whether actual or contingent of MRTI at any time of its operation or on its dissolution.
- (b) MRTI will hold current public and private liability insurance policies at all times during the continuance of this Agreement and will advise MWRC of the policy details and provide an annual currency statement in respect of such policies to MWRC within 7 working days of policy renewals.
- (c) MRTI will indemnify and keep indemnified MWRC from and against all claims demands actions proceedings suits judgements costs and accounts whatsoever that may be made brought or recovered against MWRC whether directly or indirectly arising out of or in relation to the operation by MRTI of the Visitor Information Services AND this obligation will continue notwithstanding the termination of this Agreement.

11. MRTI Dissolution

- (a) MRTI will advise MWRC in writing of its cessation of trading within 7 days of its decision to dissolve and MRTI will return to MWRC any property and any unexpended funding provided by MWRC to it as referred to in Section 65 (4) of the Associations Incorporation Act 2009.
- (b) In the event of the dissolution of MRTI, MWRC may assume responsibility for the provision of Visitor Information Services or provide funding to another entity to assist it to provide Visitor Information Services to meet the needs of tourists and visitors to the LGA.

12. Complaints and Dispute Resolution

- (a) The parties will use their best endeavours to avoid and resolve any disputes in relation to this Agreement.
- (b) MWRC and MRTI will appoint an independent mediator in the event that a dispute cannot be resolved and mediation costs will be equally shared between the parties and kept to a reasonable level.

13. Governing Law

This Agreement is governed by the laws of New South Wales

14. Entire Agreement

This Agreement and the Lease form the entire agreement between the parties in respect of their subject matter for the period from the 1 July 2016 to the 30 June 2017 and no earlier agreement or understanding, verbal or written in relation to the same subject matter for that period will have any effect from the date of this Agreement unless expressly preserved by this Agreement.

15. Severability

In the event that any part or all of any clause of this Agreement is held to be illegal or unenforceable it will be severed from this Agreement and such severance will not affect the continued operation of the remaining provisions of this Agreement.

16. Goods and Services Tax

- (a) Amounts payable under this Agreement are exclusive of GST. If GST is imposed on any supply made under or in connection with this Agreement then the recipient of the supply will in addition to any monies payable for such supply pay the GST payable upon receipt of a proper tax invoice.
- (b) For clarity in the event that MRTI is found to be making a supply for GST purposes in the provision of the Tourism and Visitor Information Services in consideration for the funding payable by MWRC, MWRC will upon receipt of a proper tax invoice from MRTI pay the GST payable on the funding.
- (c) GST and tax invoice have the meaning given to those terms under the New Tax System (Goods and Services Tax) Act 1999.

17. Prohibition against assignment

MRTI will not be entitled to assign its interest under this Agreement without the prior written consent of MWRC which consent may be refused at its absolute discretion.

18. Prohibition against contracting out Visitor Information Services

MRTI will not be entitled to contract out to third parties the right to provide Tourism and Visitor Information Services within the LGA without the prior written consent of MWRC which consent may be refused at its absolute discretion and for the purposes of this provision MWRC consents to Gulgong RSL providing Tourism and Visitor Information Services under a sub contract arrangement between MRTI and Gulgong RSL from The Shanty, 66 Herbert Street Gulgong provided that the terms of the sub contract are approved by the General Manager.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their hands and affixed their seals the day and year first hereinbefore written.

SIGNED for and on behalf of)
MID-WESTERN REGIONAL)
COUNCIL by its authorised officer)
whose signatures appear below:)

.....
Signature of authorised person

Bradley Allan Cam
Name of authorised person

General Manager
Office held

SIGNED for and on behalf of)
MUDGEER REGION TOURISM)
INC by its authorised officers)
whose signatures appear below:)

.....
Signature of authorised person

.....
Signature of authorised person

.....
Name of authorised person

.....
Name of authorised person

.....
Office held

.....
Office held

APPENDIX 1: Contents of quarterly report from MRTI to MWRC

Financial	<ul style="list-style-type: none"> • Balance Sheet/Financial Statement approved by MRTI Board and signed by the Chairperson or Treasurer of MRTI. • Profit and Loss – reflecting comparison year to date, to budget and compared to the same period in the previous year approved by MRTI Board. • Commentary on the financial performance of MRTI and any items that are outside budget or showing significant variance to previous year or to budget and actions as approved by the MRTI Board to address variance. • Commentary on financial trends including a revised forecast that may affect MRTI's performance.
Membership	<ul style="list-style-type: none"> • Membership numbers by type of membership. • Percentage of membership numbers compared to targeted numbers and change on previous quarter and change on same quarter in the previous year where available. • Number of members by industry sector (e.g. motel, B & B, restaurant etc) compared to total numbers sought by sector and change on previous quarter and same period in the previous year.
Projects	<ul style="list-style-type: none"> • Outline promotional activities carried out during the quarter to promote the LGA including the locations outside of Mudgee at which the activities are undertaken the type of promotion undertaken for each location and the duration and cost of each promotion. • Outline specific projects including participation in tourist trade shows. • For each project, project current status and activity and time line assessment with reference to the Key Performance Indicators (KPIs) and milestones established in the MRTI Management Plan and other project plans for each item. • Achievement/slippage of itemised milestones in individual projects and commentary provided.
Statistics	<p>All statistics listed below shown compared to previous quarter and the same quarter in the previous year.</p> <ul style="list-style-type: none"> • Number of visitors attending each visitors centre where they were from and how they heard about the LGA. • Number of phone enquiries at each centre. • Number of web based enquiries. • Number of web entries/pages sold to new members. • Responses to advertising campaigns – visitation as a result of the campaigns, occupancy rates of accommodation operators when supplied to MRTI and impact of campaigns on occupancy etc. • Responses to web based surveys. • Responses to loyalty building programs. • Supporting information on distribution of Visitor Information guides and other promotional material outside the LGA.
Funding	<ul style="list-style-type: none"> • Sources for funding and applications made. • Details of applications, funding sought, funding received, projects to be funded. • Date when funding applications determined. • Follow up of funding applications undertaken in the quarter.
Communication	<ul style="list-style-type: none"> • Copies of the monthly communications to the subscriber database

Public Relations	<ul style="list-style-type: none">• Copies of press releases demonstrating that 15% of total media coverage is focused on Gulgong, Kandos and Rylstone• Copies of press releases to demonstrate that 2-3 of the pitches to the media is on new and different businesses in the LGA that have not received media coverage previously.

Additional items and reports to be provided:

- Annually updated and Board approved MRTI Budget and Strategic Marketing Plan to be delivered to MWRC by the 1 April of each year as described in clause 8(h).
- Copy of the annual audit report and annual accounts for MRTI as specified in Clause 8(g).
- Annual currency statements of insurance policies held and/or as renewed to be supplied to MWRC as specified in Clause 10(b).
- Copies of other policy documents relating to MRTI as may be required by MWRC.

9.8 Request for Legal Assistance - Bathurst & Cowra Councils

REPORT BY THE CHIEF FINANCIAL OFFICER
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0280030

RECOMMENDATION

That Council:

1. **receive the report by the Chief Financial Officer on the Request for legal assistance;**
2. **contribute \$487.03, GST inclusive, to Cowra Shire Council for legal costs incurred in McCudden v Cowra Shire Council [2016] NSWLEC 14; and**
3. **contribute \$893.22, GST inclusive, to Bathurst Regional Council for legal costs incurred in an appeal to the Supreme Court regarding Adrenaline Pty Ltd v Bathurst Regional Council.**

Executive summary

Council has received two requests from Local Government New South Wales (LGNSW) to contribute to legal cases that are considered to be of importance to all local government throughout NSW. This report seeks authorisation to contribute the requesting Councils.

Disclosure of Interest

Nil.

Detailed report

LGNSW maintains the Legal Assistance Policy & Guidelines which allows Councils to request assistance from all NSW Local Government Authorities to help reduce the impact of significant proceedings that will assist Councils by providing precedent and clarity to interpretation of statutory requirements.

Bathurst Regional Council (BRC) has been involved in proceedings with Adrenaline Pty Ltd for some time, with the most recent activity being an appeal to the Supreme Court of NSW. The proceedings challenged BRC's jurisdiction to fix fees for services under long term contracts. The NSW Court of Appeal found against BRC, stating that "the general power to contract cannot escape the statutory restrictions upon it" (to meet the requirements under Part 10 of Chapter 15 of the Local Government Act). The amount requested for these proceedings is \$893.22, GST inclusive.

Cowra Shire Council (CSC) has been involved in proceedings through the Land and Environment Court: McCudden v Cowra Shire Council [2016] NSWLEC 14. This matter is considered important to all local government throughout NSW as the appeal relates to the interpretation of council's powers under the Local Government Act NSW and council's ability to rely on the Act to issue notices and orders where animal welfare issues are not covered by other laws. The Land and

Environment Court has agreed that councils should be able to issue orders under section 124 of the Act. The amount requested for these proceedings is \$487.03, GST inclusive.

Council staff believe that it is fair and equitable to contribute to significant proceedings that assist councils to interpret legislation and act in accordance with statutory requirements, and have therefore recommended to contribute the requested amounts.

Community Plan implications

Theme	Good Governance
Goal	Strong civic leadership
Strategy	Provide accountable and transparent decision making for the community

Financial implications

The contributions are small amounts, and are covered under Council's Corporate Governance budget.

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

5 August 2016

Attachments: 1. Request for legal assistance - Bathurst Regional Council.
2. Request for legal assistance - Cowra Shire Council.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER



Our ref: Out - 24746

6 May 2016

Mr Brad Cam
General Manager
Mid-Western Regional Council
PO Box 156
MUDGEE NSW 2850



Dear Mr Cam

Request for Legal Assistance approved

The Local Government New South Wales (LGNSW) Board approved an application made by Bathurst Regional Council for legal assistance under the LGNSW Legal Assistance Policy & Guidelines in August 2015. The matter has now been resolved in the courts. The LGNSW Board considered the matter to be of importance to local government throughout the State, as the proceedings related to the ability of councils to enter into contracts that include fees for services.

Bathurst Regional Council defended the matter before the NSW Court of Appeal. The proceedings challenged Council's jurisdiction to fix fees for services under long-term contracts. The NSW Court of Appeal found against Bathurst Regional Council, identifying that:

'even when the Local Government Act confers a power in terms upon councils to reach an agreement or arrangement with a landowner, the price it can charge for work performed by it remains subject to Part 10 of Chapter 15. To that extent at least, the 'general power to contract' cannot permit a Council to escape the statutory restrictions upon it'.

LGNSW is considering the implications of this decision for NSW councils, and is likely to seek feedback from councils in the future to enable the issue to be adequately addressed in the next phase of the review of the *Local Government Act 1993*.

Financial contributions are now sought from councils as the costs of the proceedings have been determined as set out in the **enclosed** invoice.

You are reminded that there is no obligation for a council to provide assistance.

Please do not hesitate to contact me on (02) 9242 4125 if you have any questions on this matter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'D Hygate'.

Donna Hygate
Chief Executive



TAX INVOICE

ABN Number: 49 853 913 882

Date: 6/05/16

Invoice Number: 74088

Invoice To:

Mid Western Regional Council
PO Box 156
Mudgee NSW 2850

Attn: The General Manager

Item Description	Amount	GST	Total
Legal Assistance Bathurst Regional CI for legal costs incurred in an appeal to the Supreme Court of NSW (please refer to attached letter)	\$ 812.02	\$ 81.20	\$ 893.22

Total Due: (Inc GST)	\$ 893.22
-----------------------------	------------------

Terms: 30 days from date of invoice

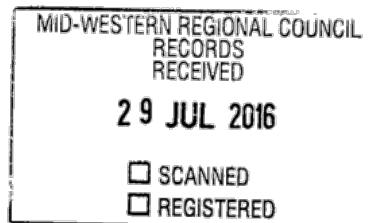
Payment to: Local Government NSW BSB No. 062005 Account No. 00090198



Our ref: R90/0240-02-out 24866

20 July 2016

Mr Brad Cam
General Manager
Mid-Western Regional Council
PO Box 156
MUDGEES NSW 2850



Dear Mr Cam

Request for Legal Assistance – Cowra Shire Council

On 23 February 2016, councils were advised that the Local Government New South Wales Board approved an application made by Cowra Shire Council for legal assistance to defend an appeal matter under the LGNSW Legal Assistance Policy & Guidelines. The LGNSW Board considered that this matter to be of importance to all local government throughout NSW as the appeal relates to the interpretation of councils' powers under the *Local Government Act NSW* (the Act) and councils' ability to rely on the Act to issue notices and orders where animal welfare issues are not covered by other laws.

The Land and Environment Court has agreed that councils should be able to issue orders under section 124 of the Act and the judgment can be viewed via that Court's website – the citation is *McCudden v Cowra Shire Council [2016] NSWLEC 14*.

Financial contributions are now being sought from councils as the Land and Environment Court has resolved this matter and the costs of the proceedings have been determined.

You are reminded that there is no obligation for a council to provide assistance. If Council chooses not to provide assistance, the attached invoice can be disregarded.

Please do not hesitate to contact me on (02) 9242 4142 if you have any questions on this matter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Bruce McCann', written in a cursive style.

Bruce McCann
Legal Officer



ABN: 49 853 913 882
 GPO Box 7003 SYDNEY NSW 2000
 Level 8 28 Margaret Street SYDNEY NSW 2000
 Tel: (02) 9242 4000 Fax (02) 9242 4111
 www.lgnsw.org.au lgnsw@lgnsw.org.au

Tax Invoice

Invoice Number 75032
Date 20/07/16

Invoice to:
 Mid Western Regional Council
 Po Box 156
 MUDGEE NSW 2850

Customer Code ZZMWRC
Customer Reference

Item Code	Item Description	Invoice Quantity	Per	Price	GST	Amount
LEGA	Legal Assistance Cowra Council for legal costs incurred by Council (refer attached letter)	1		442.75	44.28	487.03

Attn: The General Manager

Terms: 30 Days Invoice Date

Total Includes GST of	Total
44.28	487.03

Payment to: Local Government NSW BSB: 062005 Account No. 00090198

9.9 Quarterly Budget Review June 2016

REPORT BY THE MANAGER, FINANCIAL PLANNING
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, FIN300064

RECOMMENDATION

That Council:

1. **receive the report by the Manager, Financial Planning on the Quarterly Budget Review June 2016;**
2. **reduce actual transfers to the Land Development Reserve for the financial year ended 30 June 2016 by \$120,000 in order to retain the sale proceeds of Lot 233 DP 1099677 1 Medley Street Gulgong within Water Fund; and**
3. **note the opinion by the Responsible Accounting Officer regarding the satisfactory financial position of Council.**

Executive summary

This is the final budget review for the 2015/16 Operational Plan. Commentary is provided on the unaudited financial position and performance against budget, as at 30 June 2016. The 2015/16 financial statements are currently in draft format, however further changes may be required as a result of the ongoing end of financial year reporting and audit processes.

Disclosure of Interest

Nil.

Detailed report

The Code of Accounting Practice and Financial Reporting requires that at the end of the financial year the income and expenditure budget result must be compared with the actual result reported in Council's financial statements with variances reported to Council at the meeting at which the financial reports are considered. As such, this report is tabled with the corresponding Draft Financial Statements 2016 report.

Further, Clause 203 of the Local Government (General) Regulation 2005 requires that the Responsible Accounting Officer of a council prepare and submit to Council a budget review statement. The budget review statement must show, by reference to the estimate of income and expenditure set out in the management plan adopted by Council, a revised estimate of the income and expenditure for the year. The budget review statement must also be accompanied by a report as to whether or not the Responsible Accounting Officer believes that the financial position of the council is satisfactory, having regard to the original estimates of income and expenditure.

Variation to Land Development Reserve

At Council's meeting of 17 February 2016, motion 20/16 resolved to sell Lot 233 DP 1099677 1 Medley Street, Gulgong to Fire and Rescue NSW for \$120,000. Point 8 of this motion resolved to transfer the sale proceeds to the Land Development Reserve. Subsequent investigation found this property to be held in Council's Water Fund and therefore the sale proceeds are unable to be transferred to the land development reserve. The recommendation to this report seeks to correct this transfer and sale proceeds will be retained within Water Fund unrestricted cash.

Community Plan implications

Theme	Good Governance
Goal	An effective and efficient organisation
Strategy	Prudently manage risks association with all Council activities

Financial implications

Financial implications including Council's unrestricted funds balance as at 30 June 2016 are detailed in the attachment to this report, with these figures to be confirmed by external audit.

Certification

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

It is my opinion as the Responsible Accounting Officer, that the financial position of Mid-Western Regional Council as at 30 June 2016 is satisfactory, having regard to estimates of income and expenditure, and actuals, for the 2016 financial year.

Detailed commentary on any financial implications identified as part of the Quarterly Review is provided within the Quarterly Review Report, circulated under separate cover.

NEIL BUNGATE
MANAGER, FINANCIAL PLANNING

LEONIE JOHNSON
CHIEF FINANCIAL OFFICER

5 August 2016

Attachments: 1. Quarterly Budget Review June 2016.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

Placeholder for Attachment 1
Quarterly Budget Review June 2016
Quarterly Budget Review June 2016
0 Pages

Item 10: Operations

10.1 Rural Fire Service Funding and Precinct Development

REPORT BY THE MANAGER, PLANT AND FACILITIES
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, EME900015

RECOMMENDATION

That Council:

1. **receive the report by the Manager, Plant and Facilities on the Rural Fire Service Funding and Precinct Development; and**
 2. **approve leasing the 7,100 square metres of land at the Mudgee Airport to be utilised for the new Rural Fire Service Head Quarters and Museum.**
-

Executive summary

Council approved in principle, at the 17th December 2014 Council Meeting, to allocate 7,100 square metres of land near the Mudgee Airport for a Rural Fire Service Head Quarters and Museum. Further to that approval, at the 17th February 2016 Council Meeting, Council rejected the funding proposal for that development and authorised the General Manager to enter into negotiations with the Rural Fire Service to reduce the financial burden on Council.

In May 2016 the Rural Fire Service (RFS) advised Council that the methodology for calculating Councils contribution to the Rural Fire Service has been simplified and will be implemented for the 2016/17 financial year, and this report supports the recommendation as new funding methodology removes the financial burden to Council of the proposed precinct development.

Disclosure of Interest

Nil.

Detailed report

The new funding methodology implemented by the RFS ensures Councils contribution is a fixed percentage of the overall state RFS budget and this has been calculated for our Council at 1.501% of the total RFS budget. This calculation is based on the average of the last 20 years of Councils contributions to the RFS fund and is known as Councils Statutory Contribution.

This now removes any fluctuations that previously occurred each year due to the purchase of vehicles or large building constructions as these costs are absorbed in the state level budget and Council will pay the 1.501% each year.

All costs associated with the construction of the proposed RFS Precinct Development will be met by the state level RFS and Council will not be asked to contribute additional funds as they will be included in the statutory contribution. It is expected that the proposed RFS Precinct will commence construction in 2018. The current RFS building in Depot Road will be available for Council to keep or sell once the RFS are accommodated in their new buildings.

The airport development of the RFS Precinct is recognised in the Airport Master Plan and the allocated land is highlighted on the attachment to this report. This report supports the recommendation to approve the land for the RFS precinct now that the financial burden to Council has been resolved.

Community Plan implications

Theme	Looking After Our Community
Goal	A safe and healthy community
Strategy	Maintain the provision of high quality, accessible community services that meet the needs of our community

Financial implications

The statutory contribution to the RFS of 1.501% for the 2016/17 year will be advised to Council in August 2016 and will then be incorporated into the Delivery Program. There will be no additional contributions required for the precinct development.

ANDREW DRUMMOND
MANAGER, PLANT AND FACILITIES

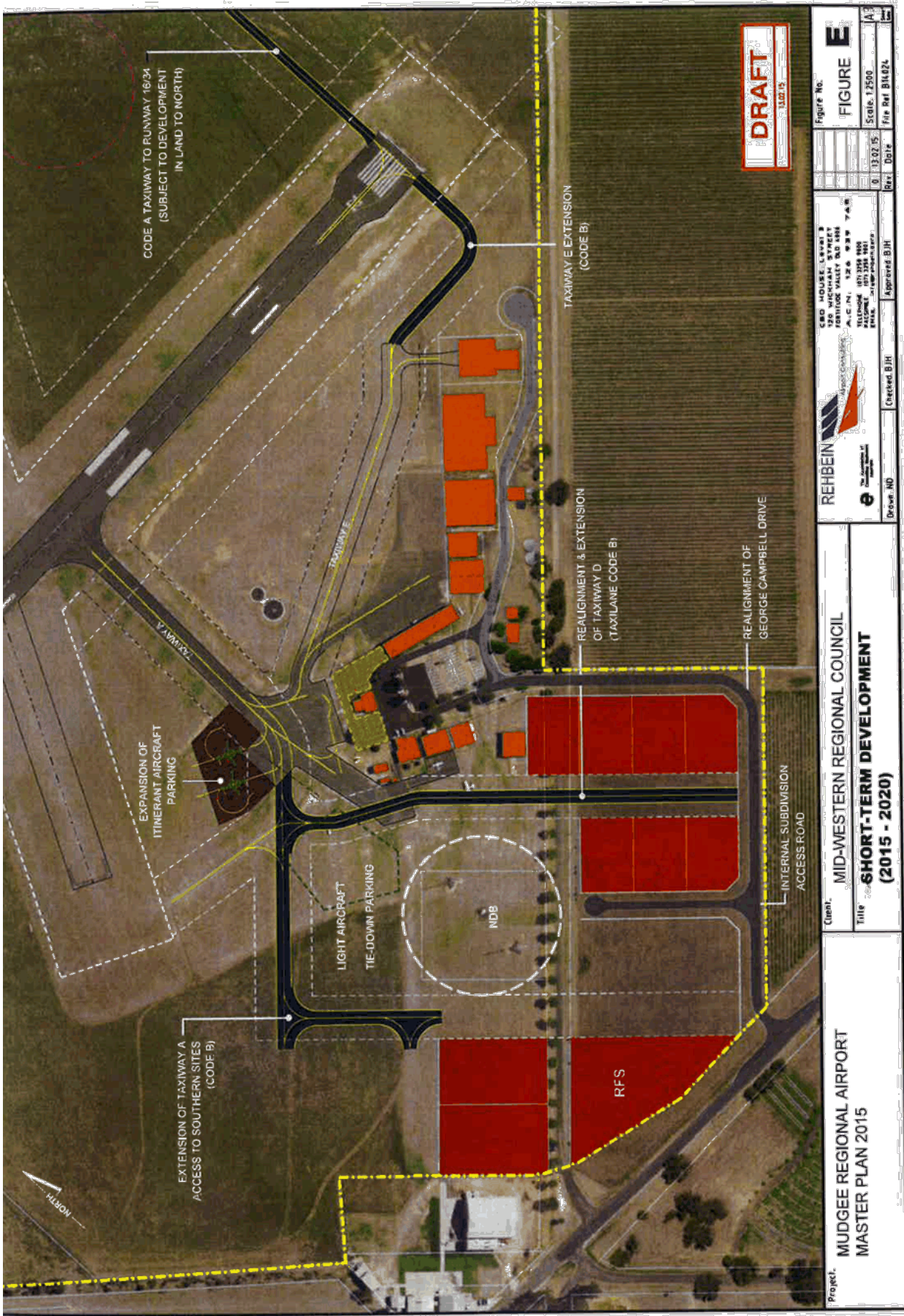
DARYL COLWELL
DIRECTOR, OPERATIONS

7 July 2016

Attachments: 1. RFS Funding Methodology and Airport Precinct.

APPROVED FOR SUBMISSION:

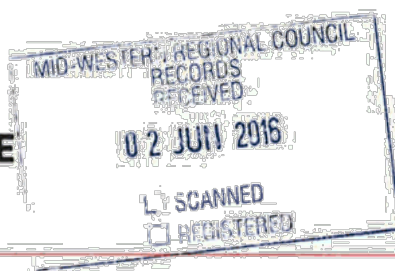
BRAD CAM
GENERAL MANAGER



Project: MUDGEE REGIONAL AIRPORT MASTER PLAN 2015	Client: MID-WESTERN REGIONAL COUNCIL	Title: SHORT-TERM DEVELOPMENT (2015 - 2020)	Drawn: NO	Checked: BIH	Approved: BIH
			Date: 03/27/15	Scale: 1:2500	Figure No: E
REHBEIN CONSULTANTS 10/100 RIVERVIEW DRIVE WARRACK VILLAGE NSW 2584 A.C.N. 126 939 748 TELEPHONE (07) 554 900 FAX (07) 554 901 EMAIL info@rehbein.com.au			Figure No: E Scale: 1:2500 Date: 03/27/15		



NSW RURAL FIRE SERVICE



Mr Brad Cam
General Manager
Mid-Western Regional Council
PO Box 156
MUDGEES NSW 2850

Your ref:
Our ref: F15/0053

30 May 2016

Dear Mr Cam

Amendment to Rural Fire Fighting Fund Allocation Methodology

As you will be aware, the *Rural Fires Act 1997* (the Act) establishes a contributory scheme to meet the annual estimated expenditure of the Rural Fire Fighting Fund (RFFF). Local Government make an 11.7% contribution towards the RFFF based on the estimated expenditure in each Rural Fire District.

For many years, the estimated expenditure in a Rural Fire District has been calculated through a complex methodology that has resulted in a number of concerns being raised by both Local Government NSW and individual Councils. To address these concerns, the NSW Rural Fire Service (NSW RFS) has developed an alternate methodology. Following consultation and agreement with Local Government NSW, this methodology will be implemented for the 2016-17 financial year and future years.

The revised methodology is to determine the estimated expenditure in a Rural Fire District as a percentage of the overall RFFF based on the 20 year history of allocations to that District. PricewaterhouseCoopers actuarial practice was engaged to prepare these figures based on information held by the NSW RFS. The use of such a long term average has been adopted to ensure that Districts will have been through fleet and infrastructure replacement cycles, and the estimated expenditure will therefore reflect more fairly the expected expenditure in the District over time.

The benefits of this methodology for Local Government include:

- The annual contribution will be a fixed percentage of the overall RFFF, and will therefore only move by the annual percentage change in the overall RFFF. This will reduce the volatility of movements in contributions, and allow Councils to better anticipate and budget for movements in their statutory contribution.

Previously, when Councils requested a large allocation in a single budget bid for items such as Stations, fire fighting appliances or Fire Control Centres, the resulting impact on the overall allocation and contribution could be difficult to predict resulting in budget uncertainty;

- Timeliness of formal allocations will be improved, with an expectation that allocation letters will be able to be produced in August of each year immediately following the State Budget announcement and finalisation of the previous financial year results; and

Postal address

NSW Rural Fire Service
Locked Bag 17
GRANVILLE NSW 2142

Street address

NSW Rural Fire Service
15 Carter Street
LIDCOMBE NSW 2141

T (02) 8741 5555
F (02) 8741 5550
www.rfs.nsw.gov.au



- The NSW RFS will be able to provide Council the full allocation for approved infrastructure projects in a single allocation without affecting the overall statutory contribution paid.

The NSW RFS will continue to work closely with Councils across NSW to determine the needs of Brigades, and in order to ensure transparency, will be developing over the next twelve months, medium to long term replacement programs for fleet and infrastructure which will be prioritised and annually reassessed before being finalised through the annual approval of the RFFF.

An annual allocation letter and contribution will continue to be provided by the NSW RFS to each relevant Council in accordance with the requirements of the Act, and detail of specific allocations such as maintenance and repairs grants, building infrastructure, fleet and other firefighting equipment will be maintained.

To assist Councils in their planning, I can advise that the 2015-16 RFFF was \$314.609 million. Recent annual movements in the Fund have included both increases and decreases, with the five year average change being 3.72%.

It should be noted that past movements should not be considered to be necessarily representative of future movements in the RFFF.

The percentage allocation of the RFFF based on the 20 year average for your Council is 1.501%.

To calculate what your contribution for 2015-16 would have been under this methodology simply multiply your percentage by the RFFF to reach the allocation, and then by 11.7% to reach the Council contribution.

Example 1:

Council A has a 20 year average RFFF percentage of 2.000%. Based on the 2015-16 RFFF of \$314.609 million, Council A's statutory contribution is calculated as follows:

$$\$314.609 \text{ million} \times 2.000\% = \$6,292,180 \text{ (Rural Fire District Allocation)}$$

$$\$6,292,180 \times 11.7\% = \$736,185 \text{ (Statutory Contribution)}$$

Where your Council is the lead Council for a Team or Zone and administers the financial arrangements for the Team or Zone on behalf of all Councils, this percentage is for the Team/Zone.

Example 2:

Councils W, X and Y are parties to a single budget known as Team/Zone Z. The Team/Zone 20 year average RFFF percentage is 3.819%. Based on the total RFFF for the 2015-16 financial year of \$314.609 million, Team/Zone Z's statutory contribution is calculated as follows:

$$\$314.609 \text{ million} \times 3.819\% = \$12,016,805 \text{ (Rural Fire District Allocation)}$$

$$\$12,014,918 \times 11.7\% = \$1,405,745 \text{ (Team/Zone Statutory Contribution)}$$

The disbursement of the Team/Zone contribution across Councils W, X and Y is undertaken in accordance with the specific agreement between the parties, and remains managed by the lead Council.

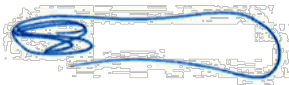
I would take this opportunity to remind Councils that the NSW RFS is constrained by NSW Budget confidentiality and the requirements of the Act to adjust for over/under expenditure in the prior year in

framing the current year RFFF estimate. Combined, these factors mean that formal notification of the annual RFFF allocation cannot be made earlier than August of each year.

The NSW RFS would like to thank Local Government NSW for its engagement in facilitating this improvement to the allocation methodology.

The NSW RFS intends to conduct some question and answer sessions on the changes in the near future, and dates of these sessions will be provided once scheduled. We would welcome comment and feedback through this process. However, should you require further information in the meantime, please contact Mr Stephen O'Malley, Chief Financial Officer, on 02 8741 5523 or by email at stephen.omalley@rfs.nsw.gov.au.

Yours sincerely



**Shane Fitzsimmons AFSM
Commissioner**

cc: **Clr Des Kennedy**
Mayor, Mid-Western Regional Council

District Manager, NSW RFS

10.2 Roads Asset Management Plan

REPORT BY THE MANAGER, WORKS
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0010002

RECOMMENDATION

That Council:

1. **receive the report by the Manager, Works on the Roads Asset Management Plan; and**
2. **adopts the Roads Asset Management Plan.**

Executive summary

Council resolved at the meeting of 15th June 2016 to place the Roads Asset Management Plan (RAMP) on public exhibition for 28 days. The exhibition period closed on 14th July. One submission was received during this period which was evaluated and resulted in a minor amendment to the plan. It is recommended that Council adopts the RAMP.

Disclosure of Interest

Nil.

Detailed report

The submission received highlighted that Botobolar Road was not included in the list of bus routes detailed in Appendix A. Botobolar Road is confirmed as a bus route and Appendix A was updated to reflect this. The proposed grading frequency of Botobolar Road is in line with Council's adopted grading frequency for bus routes (12 monthly) and therefore there are no operational or financial impacts.

Community Plan implications

Theme	Connecting Our Region
Goal	High quality road network that is safe and efficient
Strategy	Provide a roads network that balances asset conditions with available resources and community needs

Financial implications

There are no financial implications.

SALLY MULLINGER
MANAGER, WORKS

DARYL COLWELL
DIRECTOR, OPERATIONS

25 July 2016

Attachments: 1. RAMP Submission .
2. Road Asset Management Plan.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

Sally Mullinger

Subject: FW: Botobolar Road**From:** Paul Blackwell**Sent:** Saturday, 25 June 2016 7:37 AM**To:** Daryl Colwell <Daryl.Colwell@midwestern.nsw.gov.au>; Simon Jones <Simon.Jones@midwestern.nsw.gov.au>**Cc:** Carrie Hooper <Carrie.Hooper@midwestern.nsw.gov.au>**Subject:** Botobolar Road

Hi Daryl & Simon,

I have noticed in the Draft Roads Asset Management Plan that Botobolar Road is not marked as a School Bus Route as set out in Appendix "A".

Although the frequency of the grading is in accordance with other bus runs, it is simply not highlighted as one.

The Botobolar Bus run ends at the junction of Upper Botobolar Road and the Start of Bara Road (as shown in the attached image), this involves the bus travelling a distance of 5.7klm of dirt road.

Could you please ensure that this is amended before the plan is adopted.

Thanks for your assistance with this matter.

Kind regards,

Paul Blackwell
Building Services Coordinator
Mid-Western Regional Council

t 02 6378 2850 | m 0427 725 886

f 02 6378 2815 | e paul.blackwell@midwestern.nsw.gov.au

a 86 Market Street | PO Box 156 Mudgee NSW 2850

w www.midwestern.nsw.gov.au

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Confidentiality notice: This email may contain confidential and/or private information. If you received this in error please delete and notify sender.



Placeholder for Attachment 2
Roads Asset Management Plan
Road Asset Management Plan
0 Pages

Item 11: Community

11.1 LGNSW Annual Conference 2016

REPORT BY THE DIRECTOR, COMMUNITY
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0040005, COR400021

RECOMMENDATION

That Council:

1. **receive the report by the Director, Community on the LGNSW Annual Conference 2016; and**
 2. **approve the Mayor and General Manager to attend the Local Government NSW annual Conference in Sydney between Sunday 16 October – Tuesday 18 October, 2016.**
-

Executive summary

This year's LGNSW annual conference will be held from 16 October – 18 October. Participating Councils are required to nominate their delegates who have voting rights in the election of Office Bearers and the Board; as well as delegates who may represent the Council in other voting, during the business sessions at the Conference. Councils are also requested to submit any motions which they wish to have considered, in time for those motions to be listed on the Business Papers.

Disclosure of Interest

Nil.

Detailed report

The LGNSW Annual Conference will be held from 16 October – 18 October, 2016 at the WIN Entertainment Centre, Corner Crown & Harbour Streets, Wollongong. This Conference is marketed as "the annual policy-making event for the councils of NSW and the pre-eminent event of the local government year where local councillors come together to share ideas and debate issues that shape the way we are governed."

Participating Councils who are financial members are requested to nominate their delegates who are to have voting rights in these elections, as well as delegates who may represent the Council in other voting during the business sessions at the Conference.

The nomination of delegates is obviously impacted by the timing of the Local Government elections and it is therefore recommended that if Council would like to send delegates then the Mayor and General Manager be nominated this year as it is not possible to know who will be elected to Council following the elections on the 10th of September.

Councils are also requested to submit any motions which they wish to have considered, in time for those motions to be listed on the Business Papers. Proposed Motions can be submitted on line, after definition by the Council. The Board has several, non-negotiable criteria which a proposed motion must meet, before it will be listed on the business paper, for consideration.

Those criteria are:

1. Motions must be consistent with the objects of the Association (See Association Rule #4).
2. Motions must relate to Local Government in NSW and/or across Australia.
3. Motions must concern or be likely to concern Local Government as a sector.
4. Motions must seek to advance the local Government policy agenda of the Association and/or improve governance of the Association.
5. Motions must have a lawful purpose. A motion does not have a lawful purpose if its implementation would require or encourage non-compliance with prevailing laws.
6. Motions must be clearly worded and unambiguous in nature.
7. Motions must not express preference for one or several members over one or several other members.
8. The Member submitting the motion must provide accompanying evidence of support for the motion. Such evidence may include an attachment note or extract from the minutes of the Council meeting, at which the member Council resolved to submit the motion for consideration by the Conference.
9. Motions should be submitted before 22 August 2016, to be included in the Business papers. There is a last minute deadline of 18 September 2016, for late motions, but Councils are requested to observe the August deadline to facilitate business paper preparation.

Further information on the conference can be found at the Association website at:
<http://www.lgnsw.org.au/events-training/local-government-nsw-annual-conference>.

Community Plan implications

Theme	Good Governance
Goal	Strong civic leadership
Strategy	Provide strong representation for the community at Regional, State and Federal levels

Financial implications

Not applicable.

SIMON JONES
DIRECTOR, COMMUNITY

28 July 2016

Attachments: 1. LGNSW annual Conference 2016.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER



Our ref: R14/0021 Out-25057

15 July 2016

Mr Brad Cam
Mid-Western Regional Council
General Manager
PO Box 156
MUDGEES NSW 2850



Dear Mr Cam

REGISTER NOW: Local Government NSW Annual Conference 2016

How to register, nominate voting delegates (including entitlements) and submit motions

Registrations are now open for the Local Government NSW (LGNSW) Annual Conference 2016 (Conference) and I invite you to register your place at the Conference, nominate your member's voting delegates and submit motions for consideration at Conference from today.

As you are aware, the Conference is the premier event for the local government sector in NSW. It is where issues are debated and delegates vote on motions which determine the priorities for LGNSW's work for the year ahead.

This letter contains important information about the Conference including:

- **registering** to attend the Conference
- **submitting motions**
- **number of voting delegates** per member and how to register voting delegates
- **voting on motions**
- **distribution of Conference business papers**
- **proposed changes** to the Conference process this year in response to council amalgamations.

Event: LGNSW Annual Conference 2016

Dates: Sunday 16 October to Tuesday 18 October 2016

Venue: WIN Entertainment Centre, Corner Crown & Harbour streets, Wollongong

The key dates for this year's conference are as follows:

Activity	Dates
Registrations – to attend Conference Individual – https://ccem.eventsair.com/2016-lgnsw-conference/registration/Site/Register Group (2 or more): https://ccem.eventsair.com/2016-lgnsw-conference/group-registration	14 July 2016 – 30 September 2016
Motions for possible inclusion in business paper https://lgsa.wufoo.com/forms/2016-lgnsw-conference-business-sessions-submission/	14 July 2016 – 22 August 2016 Note: To allow printing and distribution of the Business Paper, members are encouraged to submit their motions by 22 August 2016. The absolute closing date for submitting motions for inclusion in the Business Paper for the Conference is 18 September 2016.

Activity	Dates
Registrations – for voting delegates https://lgsa.wufoo.com/forms/registration-of-voting-delegates-motions-2016/	14 July 2016 – 30 September 2016
Financial statements available on LGNSW website	By Monday 26 September 2016 (21 days prior to the Conference)
Business papers available on LGNSW website	At least one week before Conference

Please read the attached pages **carefully** as the Board is proposing some changes to the way we run the 2016 Conference as a result of council amalgamations, and in the event further amalgamations occur before the Conference. We want to give all councils the opportunity to have their say at the Conference and to guide decision making, so we have suggested some changes to the way business is done.

Basically, our rules only allow members to vote that were financial on 1 March this year. The timing of recent amalgamations therefore excludes all amalgamated councils.

We need to deal with the financial statements, any rule changes and standing orders in formal business sessions in strict accordance with the Rules. However, we are proposing to deal with motions in a "committee" format so *all* members can be part of the debate and Administrators can have a vote (as would have been the case had they been appointed to a member before 1 March). More detail is attached.

We are also exploring what changes we may need to make to Conference in 2017 as a result of amalgamations.

LGNSW has delivered another outstanding line-up of conference sessions this year to accompany what I anticipate will be very productive and lively debate about motions and other business matters for the sector.

I trust the following information is of assistance. Members are encouraged to register their details for the Conference as soon as possible to secure their place. We will provide further reminders and updates closer to the Conference.

Outcomes from resolutions at last year's Conference are available in the Action Report on the LGNSW 2015 Conference webpage: <http://lgnsw.org.au/events-training/local-government-nsw-annual-conference/2015-annual-conference>. Members are encouraged to contact LGNSW if they have updates to add to the Action Report.

I look forward to seeing you at this year's Conference, and importantly, progressing the priority policy issues that LGNSW can support and advocate for on behalf of members.

Yours sincerely



Cr Keith Rhoades AFSM
President

Attachments:

1. *General Information (registration, voting, accommodation, service awards and Gala dinner)*
2. *Submitting Motions; Business Papers*
3. *Voting on Motions (including proposed changes at 2016 Conference due to amalgamations)*
4. *Members' voting delegate entitlements for 2016 Conference*

Attachment 1: General information

(Including registration to attend the Conference, registration as a voting delegate, business papers and motions, accommodation, outstanding service awards, the Conference Gala dinner, cancellation policy and privacy statement).

Registration – to attend the Conference

Registrations to attend the Conference are now open on the Conference page of the LGNSW website and all Conference attendees must register online. Details about early bird pricing along with information about the Gala Dinner, President's Welcome Reception and Conference business sessions are available on the website.

You can register an individual or group here:

Register as an individual – <https://ccem.eventsair.com/2016-lgnsw-conference/registration/Site/Register>
Register and manage a group of 2 or more – <https://ccem.eventsair.com/2016-lgnsw-conference/group-registration>

- **Early Bird registration rate is \$899** and applies if you register and pay by 31 August 2016
- **Standard registration rate is \$999** for all registrations from 1 September 2016 onwards

Members wishing to take advantage of the Early Bird rates but uncertain of Councillors' names due to pending Local Government elections can still register the requisite number of attendees and confirm names up to and including Friday, 30 September 2016 (Delegates names and alterations to delegates names can be done online).

Note: Voting delegates must be registered to attend the Conference and also be registered as a voting delegate (further information on how to register as a voting delegate is provided below).

Registration – as a voting delegate

Separate from Conference registration, members must register the names of their delegates for voting during formal business sessions by Friday, 30 September 2016. Nominations are to be made online using the nomination form here: <https://lgsa.wufoo.com/forms/registration-of-voting-delegates-motions-2016/>

Each member (as financial on 1 March 2016) is entitled to a certain number of voting delegates. The voting entitlements for the 2016 Conference are outlined in the table at Attachment 4. The formula for calculating members' voter entitlement is prescribed at Rule 23 of the LGNSW Rules.

Voting delegates must be either an elected member of a Council, a member of the Board of the Aboriginal Land Council (ALC) or an Administrator (as defined by the LGNSW Rules) of a member that was financial on 1 March 2016.

Registration of voting delegates received after the closing date will not be accepted, provided that a member may substitute the name(s) of its voting delegates, at any time, in line with Rule 34 of the LGNSW Rules.

For further information on voting entitlements and processes, contact Mr. Adam Dansie, Senior Manager Industrial Relations on 02 9242 4140.

Important note: Special arrangements are proposed for this year's Conference to allow recently formed councils to participate in debates on motions. If the Conference adjourns into a Committee (as proposed by the LGNSW Board), then Administrators of newly merged councils will also be able to vote on motions and make recommendations to the LGNSW Board for ratification – see Attachment 3 for further information.

Business Papers and Motions

Councils are strongly encouraged to submit their motions by Monday, 22 August 2016 to allow for printing and distribution of the Business Paper. The absolute deadline for submitting motions for the Business Paper is Sunday, 18 September 2016. It is our aim that a full Conference Business Paper be made available on the LGNSW website and forwarded to members approximately one week prior to the Conference. LGNSW's financial reports will be made available to members at least 21 days before the Conference.

Accommodation

We have a list of preferred accommodation options on our website and encourage you to consider booking these options so you can take advantage of walking to the WIN Entertainment Centre. Given the amount of accommodation within walking distance, no transfers are offered. You will need to book and pay your hotel direct from the list provided. If you have any trouble accessing accommodation, please fill in the booking form on our website.

Outstanding Service Awards

The Outstanding Service Awards will be presented at the Gala Dinner during the Conference. For information about the Awards, including where to apply and eligibility please check the LGNSW website.

Conference Gala Dinner

The dinner will be held on Tuesday evening. The dress code is 'after five'. No cloak room facilities are available.

Cancellation Policy

Should you register and then cancel altogether the following cancellation policy applies:

- Cancellations made by 5.00pm Friday, 30 September 2016 will be eligible for a full refund of all payments made less a \$110 administration fee per registration.
- Cancellations made after 5.00pm Friday, 30 September 2016 will not be entitled to any refund however substitute delegates may be sent.

All cancellations and amendments must be advised by email to the Bradley Hayden, Bradley@ccem.com.au.

Privacy Statement

LGNSW, which is regulated by the Privacy Act 1988 (Cth), collects private information about registered attendees to the Conference such as names, addresses, telephone numbers, credit card information and email addresses. We use the private information you give us to process your registration and to send you information in relation to the Conference.

If you choose not to provide some or all of the private information that we have sought, LGNSW may be unable to process your registration or it may result in you being unable to vote at the Conference. Further information about how LGNSW collects, holds and uses private information is contained in LGNSW's Privacy Policy which is available on the website at the following web address: <http://www.lgnsw.org.au/privacy>.

Attachment 2: Submitting Motions

Submitting Motions

All members (including newly merged councils which are LGNSW members) are able to put forward motions to be considered at the Conference.

Members are able to submit motions online using the "LGNSW Conference Business Sessions Submission Form" on the LGNSW 2016 Conference webpage: www.lgnsw.org.au/events-training/local-government-nsw-annual-conference/motions

The LGNSW Board is seeking ways to ensure the motions debate centres on advancing the sector wide policy agenda in new ways. This means proposed motions should seek to be strategic, affect members state-wide and introduce new or emerging policy issues and actions. Furthermore, LGNSW has recently drafted a revised policy framework consisting of proposed Policy Principles and Position Statements which is outlined in the Policy Review Discussion Paper available at www.lgnsw.org.au/files/imce/uploads/90/LGNSW-Policy-Review-Discussion-Paper.pdf. Members are encouraged to consider the draft policy framework when drafting motions for this year's conference.

The Board has resolved that motions will be included in the Business Paper for the Conference only where they:

1. are consistent with the objects of the Association (see Rule 4 of the Association's rules);
2. relate to Local Government in NSW and/or across Australia;
3. concern or are likely to concern Local Government as a sector;
4. seek to advance the Local Government policy agenda of the Association and/or improve governance of the Association;
5. have a lawful purpose (a motion does not have a lawful purpose if its implementation would require or encourage non-compliance with prevailing laws);
6. are clearly worded and unambiguous in nature; and
7. do not express preference for one or several members over one or several other members.

For a motion to be included in the Business Paper for the Conference the submitting member needs to provide accompanying evidence of its support. Such evidence may include an extract of the minutes of the meeting at which the member resolved to submit the motion for consideration by the Conference.

Deadline for submitting motions

To allow printing and distribution of the Business Paper before the Conference, members are asked to submit their motions by Monday, 22 August 2016. In line with the LGNSW rules, the latest date motions can be accepted for inclusion in the Conference Business Paper is 12 midnight on Sunday, 18 September 2016.

Business Papers

The full Conference Business Paper is expected to be available on the LGNSW website and forwarded to members approximately one week prior to the Conference.

LGNSW's financial reports will available to members on our website at least 21 days before the Conference.

Attachment 3: Voting on motions

(including proposed changes at the 2016 Conference due to council amalgamations)

Voting on motions

LGNSW's Rules entitle members (Ordinary and Associate) to vote on the motions put to the Conference provided the member was:

- a) financial on 1 March 2016 (the "calculation date") and is also
- b) financial on Monday, 22 August 2016 (the date that the roll of voters closes), in accordance with Rule 22 of the LGNSW Rules.

The LGNSW Rules are found at: www.fwc.gov.au/registered-organisations/find-registered-organisations/local-government-and-shires-association-new

Separate from Conference registration, members must register the name(s) of their voting delegates for voting on motions by Friday, 30 September 2016. Voting registration is open via the LGNSW website (for further information about registration of voting delegates see Attachment 1).

****IMPORTANT NOTE: Motion arrangements for 2016**

Special arrangements are proposed for this year's Conference to allow recently formed councils to participate in debate on motions.

Newly amalgamated councils will not be able to vote during the formal stages of this year's Conference as the new councils were not members on 1 March 2016 ("the calculation date").

The LGNSW Board considered a range of options to include merged councils in the 2016 Conference, so they may participate in discussions that are important to our sector. LGNSW notes that while administrators are not elected officials, they are charged with the functions of elected officials, and representing their communities and local areas.

Proposal

This year, to give all members the opportunity to participate in debate on motions, once the standing orders have been adopted, the financial reports have been presented to members and any proposed motions concerning alterations to the LGNSW rules have been dealt with (by both the State and Federal Conferences), the LGNSW Board will move a motion that the Conference adjourns (at its discretion) into committee.

During the proposed committee meeting (which would in practice run in substantially the same manner as a normal Conference), different voter entitlements could apply, because the committee would not form part of the formal Conference and would not be governed by the Rules.

If the committee option is supported, all members (including the Administrators of new councils who are members of LGNSW) will be able to participate in debate on motions. Committee participants would consider policy motions (other than the Conference standing orders, the finance reports and rule change motions) and make recommendations to the LGNSW Board for ratification.

The voter entitlements of the committee would be distributed to address the rural/regional and metro/urban imbalances caused by the dissolution of the merged councils. The formal voter entitlements would be unchanged from those calculated on 1 March 2016, but LGNSW will recalculate committee voter entitlements prior to the conference commencing (i.e. on 3 October 2016 – public holiday).

The recalculation will ensure an equal distribution of votes between rural/regional and metropolitan/urban councils as far as possible. The recalculation would be done on the following basis:

1. No members would receive a reduction in voter entitlements
2. The Administrators of all new/amalgamated councils who are financial members on 3 October 2016 would be allocated one (1) vote each
3. The Norfolk Island Regional Council (NIRC), Lord Howe Island Board (LHIB) and any Related Local Government Bodies (RLGBs) that are financial members on 3 October 2016 would be allocated one vote each
4. If ABS population statistics have not been published for a particular council area due to boundary changes (e.g. Hornsby and The Hills), LGNSW will obtain and use a population estimate from the ABS
5. Votes would be capped at a maximum of 15 per member (in line with the Rule 23, Step 5 of the LGNSW Rules)
6. To approach an equality of votes between rural/regional and metropolitan/urban councils, additional voter entitlements will be allocated to metropolitan/urban councils or rural/regional councils, if and as applicable.

LGNSW will undertake a recalculation of voter entitlements on 3 October 2016 (long weekend) and advise all members so they can be prepared should the committee format be adopted. LGNSW will contact members likely to receive additional voter entitlements in advance of the recalculation so they can consider which additional delegates should be placed on a reserve list to potentially receive voter entitlements should the committee format be adopted, and to ensure they are registered to attend the Conference.

Please note this committee arrangement will only proceed if endorsed by the formal voting delegates.

Attachment 4: Members' voting delegate entitlement for 2016 Conference

Each member (as financial on 1 March 2016) is entitled a certain number of voting delegates for the purpose of voting on motions at Conference. The formula for calculating members' voter entitlement is prescribed at Rule 23 of the LGNSW Rules.

Voting delegates must be either an elected member of a Council, a member of the Board of the Aboriginal Land Council (ALC) or an Administrator (as defined by the LGNSW Rules) of a member that was financial on 1 March 2016.

New registrations of voting delegates received after 30 September 2016 will not be accepted, provided that a member may substitute the name(s) of its voting delegates, at any time, in accordance with Rule 34 of the LGNSW Rules.

The below table indicates members' voter entitlement for voting on motions at the 2016 Conference.

Important note: Special arrangements are proposed for the 2016 Conference to allow recently formed councils to participate in debate on motions. If the committee format (as proposed by the LGNSW Board) is adopted, then Administrators of newly merged councils that are members of LGNSW will be able to vote on motions and additional votes may be allocated to some members to achieve as far as possible an equality of votes between the metropolitan/urban and rural/regional categories of councils – see Attachment 3 for further information.

Member	Number of voters for voting on motions
Aboriginal Land Council (1 M/U & 8 R/R)	9
Albury City Council (R/R)	4
Ballina Shire Council (R/R)	3
Balranald Shire Council (R/R)	1
Bathurst Regional Council (R/R)	3
Bega Valley Shire Council (R/R)	3
Bellingen Shire Council (R/R)	2
Berrigan Shire Council (R/R)	1
Blacktown City Council (M/U)	12
Bland Shire Council (R/R)	1
Blayney Shire Council (R/R)	1
Blue Mountains City Council (R/R)	4
Bogan Shire Council (R/R)	1
The Council of the City of Botany Bay (M/U)	4
Bourke Shire Council (R/R)	1
Brewarrina Shire Council (R/R)	1
Broken Hill City Council (R/R)	2
Burwood Council (M/U)	4
Byron Shire Council (R/R)	3
Cabonne Shire Council (R/R)	2
Camden Council (M/U)	5
Campbelltown City Council (M/U)	10
City of Canada Bay Council (M/U)	5
Carrathool Shire Council (R/R)	1

Member	Number of voters for voting on motions
Castlereagh-Macquarie County Council (R/R)	1
Central Darling Shire Council (R/R)	1
Central Murray County Council (R/R)	1
Central Tablelands County Council (R/R)	1
Cessnock City Council (R/R)	4
Clarence Valley Council (R/R)	4
Cobar Shire Council (R/R)	1
Coffs Harbour City Council (R/R)	4
Coolamon Shire Council (R/R)	1
Coonamble Shire Council (R/R)	1
Cowra Shire Council (R/R)	2
Dungog Shire Council (R/R)	1
Eurobodalla Shire Council (R/R)	3
Fairfield City Council (M/U)	10
Forbes Shire Council (R/R)	1
Gilgandra Shire Council (R/R)	1
Glen Innes Severn Council (R/R)	1
Goldenfields Water County Council (R/R)	1
Goulburn Mulwaree Council (R/R)	3
Greater Hume Shire Council (R/R)	2
Griffith City Council (R/R)	3
Gunnedah Shire Council (R/R)	2
Gwydir Shire Council (R/R)	1
Hawkesbury City Council (M/U)	5
Hawkesbury River County Council (M/U)	2
Hay Shire Council (R/R)	1
The Council of the Shire of Hornsby (M/U)	10
The Council of the Municipality of Hunters Hill (M/U)	2
Inverell Shire Council (R/R)	2
Junee Shire Council (R/R)	1
Kempsey Shire Council (R/R)	3
The Council of the Municipality of Kiama (R/R)	3
Ku-ring-gai Council (M/U)	7
Kyogle Council (R/R)	1
Lachlan Shire Council (R/R)	1
Lake Macquarie City Council (R/R)	7
Lane Cove Municipal Council (M/U)	4

Member	Number of voters for voting on motions
Leeton Shire Council (R/R)	2
Lismore City Council (R/R)	3
City of Lithgow Council (R/R)	3
Liverpool City Council (M/U)	10
Liverpool Plains Shire Council (R/R)	1
Lockhart Shire Council (R/R)	1
Maitland City Council (R/R)	4
Mid-Western Regional Council (R/R)	3
MidCoast County Council (R/R)	1
Moree Plains Shire Council (R/R)	2
Mosman Municipal Council (M/U)	4
Muswellbrook Shire Council (R/R)	2
Nambucca Shire Council (R/R)	2
Narrabri Shire Council (R/R)	2
Narrandera Shire Council (R/R)	1
Narromine Shire Council (R/R)	1
New England Tablelands County Council (R/R)	1
Newcastle City Council (R/R)	7
North Sydney Council (M/U)	5
Oberon Council (R/R)	1
Orange City Council (R/R)	3
Parkes Shire Council (R/R)	2
Penrith City Council (M/U)	10
Port Macquarie-Hastings Council (R/R)	4
Port Stephens Council (R/R)	4
Randwick City Council (M/U)	7
Richmond Valley Council (R/R)	3
Riverina Water County Council (R/R)	1
Rockdale City Council (M/U)	7
Rous County Council (R/R)	1
Ryde City Council (M/U)	7
Shellharbour City Council (R/R)	4
Shoalhaven City Council (R/R)	4
Singleton Council (R/R)	3
Strathfield Municipal Council (M/U)	4
Sutherland Shire Council (M/U)	11
Council of the City of Sydney (M/U)	10

Member	Number of voters for voting on motions
Tamworth Regional Council (R/R)	4
Temora Shire Council (R/R)	1
Tenterfield Shire Council (R/R)	1
The Hills Shire Council (M/U)	10
Tweed Shire Council (R/R)	4
Upper Hunter Shire Council (R/R)	2
Upper Lachlan Shire Council (R/R)	1
Upper Macquarie County Council (R/R)	1
Uralla Shire Council (R/R)	1
Wagga Wagga City Council (R/R)	4
Walcha Council (R/R)	1
Walgett Shire Council (R/R)	1
Warren Shire Council (R/R)	1
Warrumbungle Shire Council (R/R)	1
Waverley Council (M/U)	5
Weddin Shire Council (R/R)	1
Wentworth Shire Council (R/R)	1
Willoughby City Council (M/U)	5
Wingecarribee Shire Council (R/R)	3
Wollondilly Shire Council (R/R)	3
Wollongong City Council (R/R)	7
Woollahra Municipal Council (M/U)	5
Yass Valley Council (R/R)	2

Notes:

(R/R) – Rural / Regional
(M/U) – Metropolitan / Urban

11.2 Establishment of a Lawn Cemetery at Rylstone

REPORT BY THE DIRECTOR, COMMUNITY
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, PAR300033

RECOMMENDATION

That Council:

1. **receive the report by the Director, Community on the Establishment of a Lawn Cemetery at Rylstone; and**
2. **not proceed with the establishment of a Lawn Cemetery at Rylstone Cemetery.**

Executive summary

Council resolved at meeting 18 May, that council staff prepare a cost estimate to establish a lawn cemetery at Rylstone Cemetery. The report seeks to inform Council of the establishment and maintenance costs of a Lawn Cemetery at Rylstone.

Disclosure of Interest

Nil.

Detailed report

The establishment of a lawn cemetery at Rylstone is complicated by the absence of a town water supply at the site. An initial construction estimate to provide this is in the vicinity of \$200,000 utilising traditional construction methodology (open trench, pvc pipe).

However, water quality also needs to be taken into account. Based on irrigation rates supplied, it would take 4-5 days to utilise the water within the entire length of main (approx. 3.3km length), so suitable re-chlorination options to ensure water quality need to be provided. This will add up to \$50,000 to the cost.

The headworks contributions (Section 64 – water supply) involved would be in the vicinity of \$17,000.

Water usage would also need to be considered. Based on usage of approx. 1350L/day, usage costs would amount to \$1450/yr + \$592 (40mm meter availability charge) for a total annual cost of \$2,042.

The alternative would be to use tank water. This would involve carting a minimum of 1350 litres of water each day to the site.

In addition to this, the following approximate costs would need to include:

- Kerbing (2 rows) - \$24,000
- Turf - \$7,000
- Irrigation - \$3,500

- Earthworks - \$2,500

This amounts to an additional \$37,000. This brings the total estimated cost of the initial construction as up to \$287,000 for the town water option, with the addition of ongoing water costs and maintenance.

It should also be note that the focus of this report has been on establishing a lawn cemetery at the current Rylstone Cemetery site. Another option that could be considered would be the establishment of another cemetery site closer to one of the townships of Kandos or Rylstone. This could be somewhat less expensive if a town water supply was available. However, this would require more extensive work in terms of site selection and preparation and community consultation.

While the costs for this project appear prohibitive, it is a matter for Council to determine if this is a project that they wish to pursue. If this was the case, then it would be suggested that this project be considered as part of the deliberations for the new Delivery Program and Operational Plan for 2017/18.

Community Plan implications

Theme	Looking After Our Community
Goal	Effective and efficient delivery of infrastructure
Strategy	Provide infrastructure and services to cater for the current and future needs of our community

Financial implications

Not applicable.

SIMON JONES
DIRECTOR, COMMUNITY

28 July 2016

Attachments: Nil

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

11.3 Library Services-Quarterly Report

REPORT BY THE DIRECTOR, COMMUNITY
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, FO620020

RECOMMENDATION

That Council receive the report by the Director, Community on the Library Services-Quarterly Report.

Executive summary

This report seeks to inform Council of the activities undertaken by the Mid-Western Regional Council Library Service, under the broad outlines of Customer Visits, Library Borrowings, Purchased items, Strategic Partnerships, and Sustainable Organisations. The Report covers the period April to June 2016.

Disclosure of Interest

Nil.

Detailed report

CUSTOMER VISITS, LIBRARY BORROWINGS, & PURCHASED ITEMS

Visits to our Library branches during the 2015/2016 April to June period have increased by 7.6%, compared to the same quarter of the previous financial year.

Quarter	Visits
April – June 2016	31,897
April – June 2015	29,634

Loans of Library items has remained at the same level, when compared to the previous financial year.

Quarter	Loans
April – June 2016	25,028
April – June 2015	25,033

There has however, been a 39% increase in loans from the Mobile Van when compared to the previous financial year.

Quarter	Loans
April – June 2016	1,882
April – June 2015	1,353

The use of Library eresources has increased by 122% compared to the previous quarter (Library eresources include ebooks, eaudiobooks and online magazines which may be borrowed; 24/7

online access to a range of information and recreation databases; and an online student tutoring service).

Quarter	Loans/Accesses
April – June 2016	6,440
Jan – March 2016	2,888

The Library continues to purchase new items in line with the Collection Development Strategy. These items include audio books, magazines, fiction and nonfiction for adults and children in both print and electronic format, and CDs and DVDs.

Quarter	Purchases
April – June 2016	2,896

STRATEGIC PARTNERSHIPS

Mid-Western Regional Council Library continues its collaboration with ABC Open – Dubbo, hosting monthly writing workshops for local writers at Mudgee Library.

Mudgee Library continues to provide a venue for Western NSW Community Legal Centre to meet local clients.

SUSTAINABLE ORGANISATION

The Library continues to encourage a life-long love of books and reading through its 3 early literacy programs for small children – Born to Read, Toddler Tales, and Bookworms – as well as hosting a wide range of children’s craft and storytelling sessions during the school holidays. Children’s Services staff also run ‘one-off’ programs during the year – Dad’s Night In, Book Week, National Simultaneous Storytime, and the Summer Reading Program. There is a continuous high demand for the Library’s children’s programs and services.

2015/2016	
No. of children’s sessions	No. of children attending
414	3,907

During 2016, the Library is facilitating 2 community Book Groups, and 4 U3A Book Groups – the newly formed Gulgong Book Group meeting at Gulgong Library once per month.

All branches continue to participate in the ‘Wrap with Love’ program, acting as collection points for knitted squares, with Mudgee Library hosting a ‘World Wide Knit in Public’ day in early June.

Mudgee Library initiated a program of monthly history talks in early June, inviting local historians to present on a topic of interest to the wider community. The initiative has been well received, with 30 participants attending the first talk.

Community Plan implications

Theme	Looking After Our Community
Goal	A safe and healthy community
Strategy	Maintain the provision of high quality, accessible community services that meet the needs of our community

Financial implications

Not applicable.

SIMON JONES
DIRECTOR, COMMUNITY

1 August 2016

Attachments: Nil

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

11.4 Gulgong and Kandos Pools Season Opening Time

REPORT BY THE OPEN SPACE COORDINATOR
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, FO640004

RECOMMENDATION

That Council:

1. **receive the report by the Open Space Coordinator on the Gulgong and Kandos Pools Season Opening Time;**
2. **note that the all three Council pools are due to open on Saturday 24 September, however, delays to the opening of the Gulgong and Kandos Pools is likely due to the wet weather since May delaying works; and**
3. **authorise the General Manager to open the Gulgong and Kandos Pools as soon as possible after the works have been completed.**

Executive summary

Wet weather delayed works on the Gulgong Pool access ramp and the tiling at the Kandos Pool. Due to these delays, works will not be completed in time for the 2016 – 17 scheduled pool season opening on 24 September 2016.

Disclosure of Interest

Nil.

Detailed report

At Councils meeting 18 May 2016 it was adopted to award the construction of the Gulgong Access ramp to ATB Morton. Construction was planned to commence at the start of June 2016 and was to be completed mid-September 2016 in time of the scheduled pool season opening of 24 September 2016. Continued wet weather delayed the construction start date and therefore will delay completion.

Kandos Pool tiling works have been delayed due to tile accessibility and the continued wet weather. Due to this the opening of the pool may not occur on 24 September 2016 as scheduled.

Completion dates of the construction works and the subsequent operational works required prior to the pool opening are unable to be confirmed, therefore the opening date will be dependent on the completion of works with a view to opening as early as possible once works are completed and the pool operational.

Community Plan implications

Theme	Looking After Our Community
Goal	Effective and efficient delivery of infrastructure
Strategy	Provide infrastructure and services to cater for the current and future needs of our community

Financial implications

Loss of income from the pools not being open will be offset by the reduction in casual wage costs.

TRACEY KANE
OPEN SPACE COORDINATOR

2 August 2016

Attachments: Nil

APPROVED FOR SUBMISSION:

SIMON JONES
DIRECTOR, COMMUNITY

Item 12: Reports from Committees

12.1 Local Traffic Committee Minutes

REPORT BY THE DIRECTOR, OPERATIONS
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0100009

RECOMMENDATION

That Council:

1. receive the report by the Director, Operations on the Local Traffic Committee meeting held 15 July 2016;
 2. note the minutes of the Local Traffic Committee meeting held 15 July 2016;
 3. approve the event – Rainbow Day, 22 September 2016 – be classified as a Class 3 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 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. Any person directing traffic on a public road is required to possess an appropriate traffic controller's certificate;
 - h. 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;
 - i. Maintain a four-metre wide emergency vehicle lane;
 - j. Advertise the proposed event in local newspapers with relevant information at least 2 weeks prior to the date;
-

- k. The organiser is to have a debrief with Council and Police with all traffic control documentation and controls tabled for review;**
 - l. The organiser is to notify NSW Fire and Rescue and the NSW Ambulance Service of the event.**
 - m. Council must be provided with a current copy of a public liability insurance policy in the amount of at least \$20 million. Such a policy is to note that Council, the Roads and Maritime Service and NSW Police Force are indemnified against any possible action as the result of the event;**
 - n. The organiser to submit a contingency plan relating to traffic control in the event that their authorised traffic controllers are not available at short notice;**
 - o. All people interacting with vehicles are to wear reflective high visibility vests.**
- 4. reduce the length of the bus zone to the west of the pedestrian crossing on Fleming Street, Kandos, from 39.5m to 20m and install new signage**
 - 5. install a new morning drop off zone next to the new bus zone at 19.5m long to the west of the pedestrian crossing on Fleming Street, Kandos, and install new signage 'no parking**
 - 6. replace non-compliant signage and install new signage on Fleming Street, Dangar Street and Jacques Street, Kandos;**
 - 7. replace non-compliant signage and install new 'No Stopping' signage on Mudgee Street, Rylstone, by the pedestrian crossing;**
 - 8. relocate the Give-Way sign on Mudgee Street at the intersection of Mudgee Street and Dabee Street to the centre of the road in a concrete median in Rylstone;**
 - 9. place bus zone signage on Mudgee Street, Rylstone;**
 - 10. install 'trucks turning' signage 100m either side of Henry Lawson Drive, Mudgee;**
 - 11. investigate warrants for a pedestrian crossing at Douro Street, south of the rail crossing**
 - 12. install signage indicating right of way for Putta Bucca Road and Tinja Lane intersection and renew linemarking.**
-

Executive summary

The purpose of this report is to advise Council and seek support of the considerations and recommendations of the Local Traffic Committee (LTC) meeting held 24 June 2016.

Disclosure of Interest

There are no disclosures of interest associated with this report.

Detailed report

The Local Traffic Committee meeting was held 15 July 2016 and recommends the approval of the following events:

- Mudgee High School Rainbow Day 22 September 2016

There were three non event traffic considerations presented to the committee. These were on the following issues:

- Kandos Primary and High School drop off and pick up zones
- Rylstone Public School zone signage
- Third Street Traffic Management.

This report recommends the approval of the considerations given by the LTC on the above issues.

The minutes and discussion notes for the LTC meeting held 15 July are attached.

Community Plan implications

Theme	Good Governance
Goal	Good communications and engagement
Strategy	Improve communications between Council and the community and create awareness of Council's roles and responsibilities

Financial implications

Minimal for signage. The median strip to be included in 2017/2018 financial year budget process.

DARYL COLWELL
DIRECTOR, OPERATIONS

20 July 2016

Attachments: 1. Local Traffic Committee Meeting Minutes 15 July 2016.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

**MINUTES OF THE LOCAL TRAFFIC COMMITTEE MEETING
 HELD ON FRIDAY, 15 JULY 2016**

Present: Daryl Colwell MWRC – (Chairperson), Cr John Weatherly (Councillor), Phillip Blackman (Members Representative), Sergeant Michael Wurth (NSW Police) , Prue Britt (RMS), William Hopcroft (MWRC), Daniel Buckens (MWRC)

Apologies: Chief Inspector Jeff Boon (NSW Police)

Secretary: Gemma Wilkins (MWRC)

The LTC meeting commenced at 9:45am.

MINUTES OF PREVIOUS MEETING

The minutes of the previous meeting held 24 June 2016 accepted as correct.

Moved: Cr John Weatherly 2nd: Phillip Blackman

16/29 MATTERS IN PROGRESS

ITEM	ACTION
High cube café at 94 lions drive, Mudgee - off street parking	<p>August Council meeting did not endorse LTC recommendation from July meeting. Councillors resolved, 'That staff prepare a report on the traffic and safety issues along Lions Drive', for council to decide on a preferred course of action.</p> <p>As at 24 June signage in, line marking still to be completed. Wet weather has hindered this.</p>
St Matthew's School -Parking Drop off Zone	<p>Today, 27 April, is the first day of operation, seems to have improved the flow for the buses. Correspondence has been received debating the full day parking in front of the church. Council will note correspondence to assess at the end of the trial period.</p> <p>As at 24 June, feedback from building owners disputing the change to all day parking, 1 complaint from a parent regarding queuing of cars across Mortimer Street as parents don't seem to be pulling right to the front of the drop off area. Prue advised that Janene Pout has been conducting observations and will be preparing a report accordingly. Trial period ends in a week.</p> <p>As at 15 July 2016 Council still to speak with the school to seek feedback. Awaiting school to return.</p>
Gulgong High School Drop off/Pickup Zone	<p>Correspondence forwarded to Jenene Pout- Safety Around Schools Officer 10 February for review</p> <p>Will met with Janene Monday 11 July. Still continuing.</p>

Third Street One Way Request	Council undertake a traffic survey to assess traffic movements in third street. Report to be referred back to LTC. Report included in 15 July meeting.
Kandos Street Machine Festival	Council to write event organiser advising that event is classified as special event and therefore needs to go through appropriate approval channels Still trying to gain contact details for the organiser.
Yellow Line Methodology	Council convert no stopping zones to yellow line methodology Conversion will be continued by Council progressively. Council to conduct educational campaign as the changes occur.

16/30 SPECIAL EVENT DEBRIEF

SPECIAL EVENT	
Not applicable.	

16/31 MUDGEES HIGH SCHOOL RAINBOW DAY

Mudgee High School holds the annual charity event 'Rainbow Day' for senior graduating students. The event involves students attracting cars into the parking lanes of Church and Market Streets at three locations for donations. Each location has a compliant TCP and required traffic control in place during the event.

- Council has engaged with the school in the past educating students about running onto the road.
- Last year the VRA were called away to an emergency leaving the school without traffic control. Council had to shut down a worksite to be able to attend to assisting with traffic control. Daryl suggests that a contingency plan should be noted in their TMP.
- Daniel clarified that a TMP can be approved by anyone, only TCPs need to be authorised by a qualified person.

RECOMMENDATION

That the event – Rainbow Day, 22 September 2016 – be classified as a Class 3 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. **Any person directing traffic on a public road is required to possess an appropriate traffic controller's certificate;**

- h. 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;**
- i. Maintain a four-metre wide emergency vehicle lane;**
- j. Advertise the proposed event in local newspapers with relevant information at least 2 weeks prior to the date;**
- k. The organiser is to have a debrief with Council and Police with all traffic control documentation and controls tabled for review;**
- l. The organiser is to notify NSW Fire and Rescue and the NSW Ambulance Service of the event.**
- m. Council must be provided with a current copy of a public liability insurance policy in the amount of at least \$20 million. Such a policy is to note that Council, the Roads and Maritime Service and NSW Police Force are indemnified against any possible action as the result of the event;**
- n. The organiser to submit a contingency plan relating to traffic control in the event that their authorised traffic controllers are not available at short notice;**
- o. All people interacting with vehicles are to wear reflective high visibility vests.**

MOTION: Approve the event based subject to the above conditions.

Moved: Phillip Blackman 2nd Cr John Weatherly

16/32 KANDOS PRIMARY AND HIGH SCHOOL- NEW DROP OFF/PICK UP ZONE & SIGNAGE INSTALLATION

Council has received requests from Kandos Primary and High School, to investigate traffic issues associated with school bus and parent pick up/drop off on Fleming Street, Dangar Street and Jacques Street.

- Replacement signs to remove 'school times' and replace with 'no stopping' signage.
- Sign D at the end of the drop off zone should be sign 'no parking school times' arrow to the left.
- Sign C at the start of drop off zone should be sign 'no parking school times' arrow to the right.

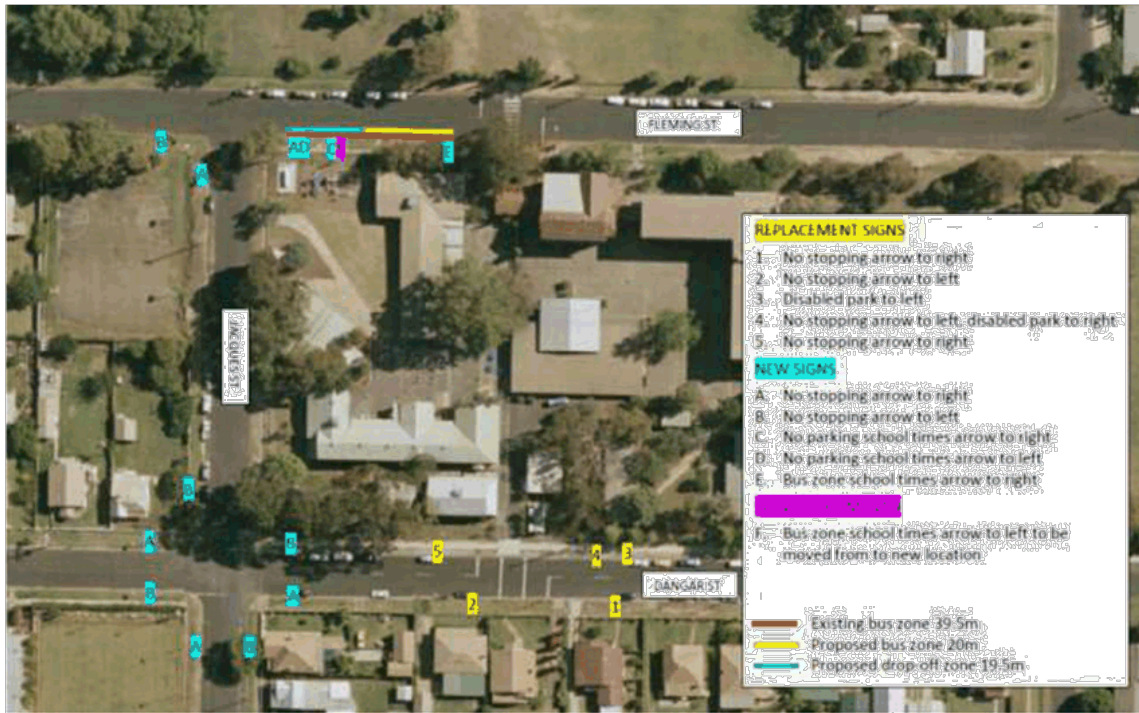
RECOMMENDATION

That Council;

- 1 Reduce the length of the bus zone to the west of the pedestrian crossing on Fleming Street from 39.5m to 20m and install new signage**
- 2 Install a new morning drop off zone next to the new bus zone at 19.5m long to the west of the pedestrian crossing on Fleming Street and install new signage 'no parking**
- 3 Replace non-compliant signage and install new signage on Fleming Street, Dangar Street and Jacques Street**

MOTION: Approve the above recommendation to replace signage.

Moved: Prue Britt 2nd Sergeant Michael Wurth



16/33 RYLSTONE PUBLIC SCHOOL- SCHOOL ZONE SIGNAGE INSTALLATION & REPLACEMENT

Council has a received request from the principal of Rylstone Public School and local residents, to investigate traffic issues associated with the school zone.

- Daryl explained the replacement signage in conjunction to the high school.
- Signs A and B to be replaced with 'Bus Zone' arrow right and 'Bus Zone' arrow left.
- Sign C remains as written.
- Bottom A (relabelled D) no stopping arrow to the right.
- The item 6,7,8 remove school times and replace with 'No stopping signs' due to proximity to pedestrian crossing.

RECOMMENDATION

That Council;

- 1 Replace non-compliant signage and install new 'No Stopping' signage on Mudgee Street by the pedestrian crossing;**
- 2 Relocate the Give-Way sign on Mudgee Street at the intersection of Mudgee Street and Dabee Street to the centre of the road in a concrete median;**
- 3 Place bus zone signage on Mudgee Street;**

MOTION: Accept proposed changes and implement signage as detailed.

Moved: Cr John Weatherly 2nd Sergeant Michael Wurth



16/34 SAFETY REQUEST – THIRD STREET BECOMING A ONE-WAY STREET

Council received a petition from local residents regarding safety concerns on Third Street. The petition suggests the consideration of making Third Street a One-way Street and providing a footpath between Mortimer and Gladstone Streets. The report recommends not proceeding with any changes to the current traffic management.

MOTION: Make no change to the current traffic management on Third Street.

Moved: Sergeant Michael Wurth 2nd Prue Britt

16/35 GENERAL BUSINESS**TRUCKS TURNING SIGNAGE HENRY LAWSON DRIVE**

Council received a written request from a business at 603 Henry Lawson Drive requesting Council consider placing a 'trucks turning' sign 100m on either side of their main entrance.

- Phillip did concur that a lot of trucks do come and go from their property.
- Council will install trucks turning signs as advance warning to their entrance. **Action: Item to be lodged as a works request.**

16/36 CORRESPONDANCE**LETTER FROM TROY GRANT RE SAFETY OF PEDESTRIANS CROSSING DOURO STREET NEAR SCHOOL**

Concerns have been raised about pedestrian safety around Douro Street, south of the rail crossing. A letter was received by Council from Troy Grant's office.

- Daryl advised that the Mudgee Traffic Study does suggest the intersection would benefit from a 'seagull arrangement' upgrade. Often Mudgee doesn't have the volumes to warrant pedestrian crossings.
- **Action: Council to look at the warrants for a pedestrian crossing Douro Street.**

LETTER OF CONCERN REGARDING CORNER OF PUTTA BUCCA RD AND TINJA LANE

Council received a letter from a resident in the Putta Bucca area raising concerns about motorists cutting corners.

- Prue suggested Sign W2-16(R) that indicates the right of way for Putta Bucca
- Line marking requires renewal.
- **Action: Council install signage indicating right of way for Putta bucca Road and renew line marking.**

Motion: That general business and correspondence items be accepted.

Moved: Cr John Weatherly 2nd: Sergeant Michael Wurth

Meeting closed 10:40am

12.2 Gulgong Memorial Hall Committee

REPORT BY THE MANAGER CUSTOMER SERVICES
TO 17 AUGUST 2016 ORDINARY MEETING
GOV400054, A0100024

RECOMMENDATION

That Council:

1. **receive the report by the Manager Customer Services on the Gulgong Memorial Hall Committee; and**
2. **note the minutes from the Gulgong Memorial Hall Committee meetings held on 6 June and 11 July 2016.**

Executive summary

The purpose of this report is to advise Council of the considerations and recommendations of the Gulgong Memorial Hall Committee meetings held on 6 June and 11 July 2016.

Disclosure of Interest

Nil.

Detailed report

The Gulgong Memorial Hall Committee met on 6 June and 11 July 2016 as part of their ongoing monthly meetings.

Community Plan implications

Theme	Looking After Our Community
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Goal	Meet the diverse needs of the community and create a sense of belonging
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Strategy	Provide equitable access to a range of places and spaces for all in the community
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Financial implications

Not applicable.

RICHARD CUSHWAY
MANAGER CUSTOMER SERVICES

SIMON JONES
DIRECTOR, COMMUNITY

27 July 2016

Attachments: 1. Gulgong Memorial Hall Meeting Minutes 6 June 2016.
2. Gulgong Memorial Hall Meeting Minutes 11 July 2016.

APPROVED FOR SUBMISSION:

BRAD CAM
GENERAL MANAGER

Gulgong Memorial Hall Meeting

6/6/16 Opened 16.04

Present: Charles Vassel, Richard Cushway, Percy Thompson, Maureen Trgo, Pauline Hannaford, Chris Hannaford, Ray Thackeray.

Minutes from last meeting: Accepted Pauline, 2nd Maureen

Business Arising: Chris has not addressed Council as yet, will do so after the Lawson Festival meeting, in July.

Money for sound system - ?

No news as yet from Council re funds for the Christmas Celebration, Chris will address Council about this, the sound system, the floor and the Men's health expo.

Cleaners contracts have gone out to tender – none of the Cleaners who applied met the requirements, so it has gone out to tender again. Richard will it make a requirement that the floor be done weekly, rather than monthly. There are now rubber strips on the doors, so there should be fewer problems with leaves etc blowing under the doors of the Hall.

Electrical items in the Hall – the Harness association rang Chris, and their urn has blown up. Chris has checked the one at the Hall, it does not work, so will need to be checked. Request new Urn from Council. Test and tagging not completed in kitchen, Ray is certified for this, and has Council approval to do this, so will attend to it.

Sanitary bins – will be put on the Schedule with the Contract Company that does Council, these will go in the ladies and gents. Hand driers request will go to Council this week re a quote; Council will come out and assess things re power points etc.

General Business: The kindergarten has had a problem with a water bill from Council. The downstairs toilets are connected to the Kindergarten, and the plumber will come and assess the plumbing to see if the problem can be rectified. Richard will speak to Paul about this; Kindergarten staff has spoken to Paul re this.

Oiling the floor of the hall – Chris has spoken to a fellow from Orana floor sanding. A polyurethane base and then two coats on top. What is the slip rating? Chris will ask him and a fellow in Mudgee to submit a quote. Needs to be put out to tender - ? will cost \$30 - \$40,000. Get quotes, and then put it in for next year's budget. Letter since last was done, state of floor etc.

Need to check chair legs to see if any rubbers are missing from the legs and replace them.

Next year 150th year of Lawson's birthday, which falls on the 17/6, the weekend after the June long weekend. A committee needs to be formed to organise this, so perhaps the Memorial Hall could be used as part of this? Lawson's favourite Charity was the Salvation Army, so money raised would go to this.

Christmas Celebration:

Chris has spoken to Vaughan – happy about Carols. Leo Nitto will be happy to shut down the rides early. Chris has met a group of singers from the Masonic Lodge, and they will be happy to come and sing at the Celebration.

Meeting closed 16.39 Next meeting 4/7.

Action Plan:

Person responsible	Action Required	Result
Richard	hand driers, bins for Sanitary items, gaps under doors	Rubber strips applied to the doors. Sanitary bins to be installed as part of the Council Contract. Hand driers to be brought up at the Council Meeting.
Cheryl	Letter to Council re funding	Sent
Chris	Quote re sound system to Council	
Chris	Talk to Schools re Flyers	Do not have time to do these
Chris	John Harbrecht re banner	
Chris	To address Council re: Sound system, the floor, funds for Christmas Celebration, Men's health Expo	
Richard	Urn	
Ray	Test and tag electrical items in Hall	
	Check to see if any rubber feet are missing from the chair legs.	
Richard	Speak to Paul re Kindergarten water bill and plumbing.	
Charlie	Lawson's 150 th birthday celebrations	

Gulgong Memorial Hall Meeting 11/7/2016

Opened: 1633

Present: Charles Vassel, Percy Thompson, Pauline Hannaford, Chris Hannaford, Ray Thackeray, Maureen Trgo, Cheryl Vassel

Apologies: Richard Cushway, Bill Clifford

Minutes of Last meeting: Approved Pauline 2nd Ray

Business Arising: Chris has not attended to any business from last minutes, neither has Ray, as have been busy with the Men's Shed business.

Richard – Sanitary bins, currently tendering for new cleaning contract for Council, and once selected they will be including these additional sanitary bins on their schedule.

- Hand driers – Council are currently sourcing quotes – none received as yet.

Ray will sort out the rubbers on the chair leg feet.

Thank you to Council on quick action for fixing the water plumbing problem with the Kindergarten.

Audience at the Eisteddfod very thankful for the lack of drafts in the Hall due to the new draft strips on the doors.

Preschool run by a private company, not Council.

We will withhold addressing Council until after the September election.

Percy Thompson will investigate Christmas Funding.

Christmas Celebration:

- Charlie spoke to Agnus re Markets and Christmas Celebration – Agnus happy to hold these at the Christmas Celebration, rather than on the regular day, which is Christmas Eve. If enough stall holders come, then will get road closure.
- Belinda will be happy to do face painting again.
- Have no-one to do Fairy Floss, but Agnus may have one of her Stall Holders who want to do this, however no-one to do bbq or raffles.
- Men's Shed will do water slide, lollies and bbq – firies will hopefully run this.
- Harness Ponies and Billy Carts will be run.
- Santa lined up, as is photography?
- Still have some funds to do advertising – maybe put it on Prime Seven. Lawson Festival paid WIN \$1400 – 15 sec ads run over two weeks.

Meeting Closed 17.08, next meeting 1/8 4pm

Action Plan:

Person responsible	Action Required	Result
Richard	hand driers, bins for Sanitary items, gaps under doors	Rubber strips applied to the doors. Sanitary bins to be installed as part of the Council Contract. Hand driers to be brought up at the Council Meeting.
Cheryl	Letter to Council re funding	Sent, see attached
Chris	Quote re sound system to Council	
Percy	Council funding	
Chris	John Harbrecht re banner	
Chris	To address Council re: Sound system, the floor, funds for Christmas Celebration, Men's health Expo	
Richard	Urn	
Ray	Test and tag electrical items in Hall	
	Check to see if any rubber feet are missing from the chair legs.	
Richard	Speak to Paul re Kindergarten water bill and plumbing.	Fixed, thank you
Charlie	Lawson's 150 th birthday celebrations	

**GULGONG MEMORIAL HALL
COMMITTEE**

The Secretary
C/- 109 Herbert St
GULGONG 2852



11. 8th March, 2016
- 12.
13. The General Manager
14. Midwestern Regional Council,
15. Market St,
16. Mudgee
17. NSW2850
- 18.
19. Dear Sir,
20. Re: Gulgong Christmas Celebration
- 21.
22. We would like to thank Council for the support they have shown for this event in the last few years, and request that \$3,000 be given to the Committee for the 2016 Celebration.
- 23.
24. Please find attached the outgoings from the 2015 Celebration, and note that the expenditure exceeded the \$3,000 given by Council, but were made up with funds from the sale of raffle tickets.
- 25.
- 26.
27. Thank you for your assistance
- 28.
- 29.
- 30.
- 31.
- 32.
33. Cheryl Vassel
34. Secretary
35. Gulgong Memorial Hall Committee
- 36.

Item 13: Urgent Business Without Notice

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 14: Confidential Session

LOCAL 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,
 - (i) alleged contraventions of any code of conduct requirements applicable under section 440.
- (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.

10D *GROUND FOR CLOSING PART OF MEETING TO BE SPECIFIED*

- (1) The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting.
- (2) The grounds must specify the following:
 - (a) the relevant provision of section 10A(2)
 - (b) the matter that is to be discussed during the closed part of the meeting,
 - (c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

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.
37. (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.
38. (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

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 matters have been listed for consideration in Confidential Session:

14.1 General Manager's Performance Review 2015 - 2016

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

Discussion of this matter in an open meeting would be, on balance, contrary to the public interest as it involves discussion of personnel matters concerning a particular individual (other than Councillors).

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.