



*A prosperous and progressive  
community we proudly call home*



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# Business Papers 2020

MID-WESTERN REGIONAL COUNCIL

ORDINARY MEETING

**WEDNESDAY 17 JUNE 2020**





PO BOX 156  
MUDGEE NSW 2850

86 Market Street MUDGEE  
109 Herbert Street GULGONG  
77 Louee Street RYLSTONE

Ph: 1300 765 002 or (02) 6378 2850  
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10 June 2020

Dear Councillor,

MEETING NOTICE  
**Ordinary Meeting**  
17 JUNE 2020  
Public Forum at 5:30pm  
*Council Meeting commencing at conclusion of Public Forum*

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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 speak at the Public Forum, which is held at 5:30PM immediately preceding the Council Meeting. Speakers are given five minutes to address items that are included in the agenda.

If you wish to register to speak at the Public Forum please contact the General Manager's Office on 1300 765 002 or 02 6378 2850 by 4.00 pm on the day before the meeting for approval.

Yours faithfully

A handwritten signature in black ink, appearing to be "BRAD CAM", with a long horizontal line extending to the right.

BRAD CAM  
GENERAL MANAGER



## AGENDA

Item 1:	Apologies .....	7
Item 2:	Disclosure of Interest .....	7
Item 3:	Confirmation of Minutes .....	7
	3.1 Minutes of Ordinary Meeting held on 20 May 2020 .....	7
Item 4:	Matters in Progress .....	8
Item 5:	Mayoral Minute .....	10
	Nil	
Item 6:	Notices of Motion or Rescission .....	11
	Nil	
Item 7:	Office of the General Manager .....	12
	7.1 Enterprise Risk Management Framework .....	12
	7.2 OLG COVID-19 Economic Stimulus Package .....	15
	7.3 Council Meeting Schedule 2020 / 2021 .....	31
Item 8:	Development .....	33
	8.1 SSD-9872 St Matthews College EIS Submission .....	33
	8.2 Monthly Development Applications Processing and Determined .....	36
Item 9:	Finance .....	45
	9.1 Road Closure Land Transfer Deed Ulan-Wollar Road .....	45
	9.2 Write-off of Debts - Period 24/5/2019 to 19/5/2020 .....	48
	9.3 Variation to the MRT contract - COVID-19 relief .....	51
	9.4 Post Exhibition - Interim COVID-19 Financial Assistance Policy - Local Business Booster .....	64
	9.5 Road Closure & Easement Creation Part Faucett Drive .....	79
	9.6 Monthly Budget Review - May 2020 .....	83
	9.7 Classification of Land - Lot 69 DP1262954 Drainage Reserve at 21 Steel Drive Spring Flat, Mudgee .....	101

9.8	Monthly Statement of Investment and Bank Balances as at 31 May 2020...	105
<b>Item 10:</b>	<b>Operations .....</b>	<b>111</b>
10.1	Rural Road Standards for Subdivision.....	111
10.2	Barigan Rd Sealing .....	115
<b>Item 11:</b>	<b>Community.....</b>	<b>117</b>
11.1	Affordable Housing Policy Review.....	117
11.2	Library Services - Quarterly Report.....	122
11.3	Legislative Compliance Policy.....	125
<b>Item 12:</b>	<b>Reports from Committees.....</b>	<b>131</b>
12.1	Audit Risk and Improvement Committee's 19/20 Annual Report.....	131
12.2	Audit Risk and Improvement Committee Minutes 15 May 2020.....	149
12.3	Local Traffic Committee - May Meeting 2020 .....	158
<b>Item 13:</b>	<b>Urgent Business Without Notice.....</b>	<b>165</b>
<b>Item 14:</b>	<b>Confidential Session .....</b>	<b>166</b>
14.1	FlyPelican Regional Service Subsidy .....	170
14.2	Black Lead Lane Gulgong - Illegal Water Connection - Update.....	174
<b>Item 15:</b>	<b>Urgent Confidential Business Without Notice .....</b>	<b>177</b>
<b>Item 16:</b>	<b>Open Council .....</b>	<b>177</b>
<b>Item 17:</b>	<b>Closure.....</b>	<b>177</b>

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 20 May 2020**

Council Decision:

That the Minutes of the Ordinary Meeting held on 20 May 2020 be taken as read and confirmed.

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The Minutes of the Ordinary Meeting are separately attached.

## Item 4: Matters in Progress

SUBJECT	RESOLUTION NO. & DATE	RESOLUTION	ACTION
Update on LEC Matter MA0030/2017	Res. 390/17 Ordinary Meeting 13/12/17	That Council staff review the current road standards for subdivisions and that a report be brought back to Council for considerations.	<b>To be reported to Council May 2020</b>
Establishment of a recycled water facility and management system	Res. 323/19 Ordinary Meeting 16/10/2019	That Council: 2. seek Section 60 approval to use recycled effluent and to formulate a Recycled Water Management System (RWMS) 7. place the draft Recycled Water Management Policy on public exhibition for 28 days to receive any public submissions; 8. adopt the Recycled Water Management Policy if no submissions are received; and 9. place on public exhibition for 28 days, the following new Fees and Charges. If no submissions are received following public exhibition Council adopt the Fees and Charges below and include them in the Fees and Charges Schedule: 6.1 Recycled Water Usage Fee - \$1.00/KL	<b>To be reported to Council at a future meeting</b>
Indoor Pool Feasibility Study	Res. 325/19 Ordinary Meeting 16/10/2019	That Council: 4. request that a further report be brought back to Council with an option to develop an indoor swimming facility at a new location in Mudgee.	<b>To be reported to Council at a future meeting</b>
Banner Poles Gulgong	Res. 308/19 Ordinary Meeting 16/10/2019	That Council modify the banner poles on the outskirts of Gulgong so that the banners are more stable and less likely to tear.	<b>To be reported to Council at a future meeting</b>
Cox Street Rail crossing	Res. 64/20 Ordinary Meeting 18/03/2020	Council investigate the re-opening of the crossing over the rail line on Cox St.	<b>To be reported to Council at a future meeting</b>
Investigation of garbage collection service at Queen's Pinch Waste Transfer Station	Res. 66/20 Ordinary Meeting 18/03/2020	Staff investigate the feasibility of replacing the Waste Transfer Station on Queen's Pinch Rd with a garbage collection service.	<b>To be reported to Council at a future meeting</b>
Regent Theatre	Res. 87/20 Ordinary Meeting 18/03/2020	refer any consideration of the Regent Theatre to Matters in Progress until any uncertainty over the legal situation of ownership of the Theatre has been resolved and it has been	<b>RECOMMENDED FOR COMPLETION</b>



SUBJECT	RESOLUTION NO. & DATE	RESOLUTION	ACTION
		established that the Theatre is available for sale.	

## Item 5: Mayoral Minute

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Nil

## Item 6: Notices of Motion or Rescission

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Nil

## Item 7: Office of the General Manager

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### 7.1 Enterprise Risk Management Framework

REPORT BY THE EXECUTIVE MANAGER, HUMAN RESOURCES  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, GOV400087

#### RECOMMENDATION

##### That Council:

1. **receive the report by the Executive Manager, Human Resources on the Enterprise Risk Management Framework; and**
  2. **adopt the Enterprise Risk Management Framework.**
- 

#### Executive summary

Council engaged Crowe Horwath to assist Council to build a sustainable Enterprise Risk Management (ERM) Framework.

This Framework provides a basis for managing uncertainty through a structured and consistent approach. This approach enables risk-informed decision making aligned with Councils strategic, operational and project objectives. The Enterprise Risk Management Framework integrates the processes for managing risks and control into Councils governance, strategy and planning, performance improvement, reporting process, policies, values and culture and it considers the internal and external context in which Council operates.

This framework will replace Council's outdated Risk Management Policy 2013 (attached).

#### Disclosure of Interest

Nil

#### Detailed report

Council's Enterprise Risk Management Framework consists of:

**Enterprise Risk Management Policy** – to outline policy principles and commitment.

**Enterprise Risk Management Guideline and supporting tools** – designed to be read in conjunction with the Enterprise Risk Management Policy. The guidelines and tools are there to guide and assist Councillors and staff to better understand the principles of Enterprise Risk Management and to adopt consistent processes for managing risks.

**Risk Register** – Strategic, operational and project risk registers to assess risk, monitor controls and develop treatment plans.

**Governance and Risk Executive Committee** – responsible for oversight of Enterprise Risk Management across the Council.

The purpose of the Enterprise Risk Management Framework is to support a consistent, effective and structured approach to managing risk and to support Council to achieve its objective and embed Enterprise Risk Management in strategic and operational processes. This in turn will support staff in understanding the implications of risk and Enterprise Risk Management opportunities and support Councillors and staff making informed decisions based on suitable risk assessments and risk criteria. In addition, it will aid Council in applying Enterprise Risk Management in their day to day work.

## Community Plan implications

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

## Strategic implications

### **Council Strategies**

The Enterprise Risk Management Framework is supported by Council's Community Plan and Delivery Program that includes strategies to ensure that Council is pursuing excellence in service delivery; prudently managing risks associated with all Council activities and pursuing efficiencies and ongoing business improvement.

The recommendation satisfies the Delivery Program 2017 – 2021 and Operational Plan 2019 – 2020 action to *Develop an enterprise risk management (ERM) framework relevant to Council's activities.*

### **Council Policies**

Risk Management Policy

### **Legislation**

Local Government Act

## Financial implications

Any resourcing requirements to support the framework has been included in the draft Operational Plan.

## Associated Risks

If Council does not have a current and robust risk management framework there is an increased likelihood that Council will not be able to deliver its objectives, impacting Council's service delivery, finances, reputation, staff welfare and negatively impacting the community.

MICHELE GEORGE  
EXECUTIVE MANAGER, HUMAN RESOURCES

2 June 2020

*Attachments:* 1. Risk Management Policy 2013. (separately attached)  
2. ERM Framework 2020. (separately attached)

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## 7.2 OLG COVID-19 Economic Stimulus Package

REPORT BY THE GENERAL MANAGER  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, A0170031, PUB600025

### RECOMMENDATION

#### That Council:

1. **receive the report by the General Manager on the OLG COVID-19 Economic Stimulus Package; and**
2. **authorise the General Manager to sign the funding agreement with the Office of Local Government for the COVID-19 Economic Stimulus Package.**

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### Executive summary

Council have been issued with a funding agreement from the Office of Local Government (OLG) in relation to the Covid-19 Local Government Stimulus Package. This is provided to Council for direction to agree to the signing of the funding agreement.

### Disclosure of Interest

Nil

### Detailed report

The NSW Government has announced a number of initiatives to provide financial support to Councils related to the COVID-19 economic situation. These have been bundled together in the form of a COVID-19 Local Government Economic Stimulus Package. Council has now been provided with a funding agreement that is required to sign to access any of the components of the Stimulus Package.

As stated in the letter from the OLG, the current element of the package are:

- A grant to each council to cover the costs of the FY2020-21 increase in the Emergency Services Levy
- Funding to be made available (if required) for the Council Job Retention Allowance Subsidy
- Greater access to the TCorp Local Government Lending Facility (Mid-Western Regional Council already qualifies to apply for this TCorp facility)
- Access to a deed to indemnify Councils to assist in the securing of commercial bank loans

In reality, it is likely that the only benefit to Council will be the grant to cover some of the increase in the Emergency Services Levy for 2020/21. It is understood that the amount of the grant for Mid-Western Regional Council is \$313,193. It is unclear what this means for the Levy in future years.

At the time of writing this report, further clarification is being sought on a number of matters related to this funding agreement.

## Community Plan implications

<b>Theme</b>	<b>Good Governance</b>
Goal	An effective and efficient organisation
Strategy	Pursue efficiencies and ongoing business improvement

## Strategic implications

### Council Strategies

Not Applicable

### Council Policies

Not Applicable

### Legislation

Local Government Act 1993

## Financial implications

The increases in Emergency Services Levy and allocation of grant funding at \$313,193 has already been included in the Draft 2020/21 Operational Plan and Revised Delivery Program 2017/21.

No budget variations are recommended in this report.

It should be noted, however that the grant funding receivable under this agreement does not cover the full increase in ESL for the 2020/21 year. Increases in the ESL amounts are tabled below:

	<b>2020 Current Budget (\$)</b>	<b>2021 Draft Budget (\$)</b>	<b>Increase %</b>
<b>NSW RURAL FIRE SERVICE LEVY</b>	566,000	989,056	74.7%
<b>NSW FIRE BRIGADE LEVY</b>	58,000	68,139	17.5%
<b>STATE EMERGENCY SERVICE LEVY</b>	35,000	48,498	38.6%
<b>GRANT - ESL</b>		(313,193)	
	<b>659,000</b>	<b>792,500</b>	<b>20.3%</b>
<b>UNFUNDED INCREASE</b>		<b>133,500</b>	

## Associated Risks

By not signing the agreement, Council may miss the opportunity to receive funding that is designed to offset some of the increase in the Emergency Service Levy for 2020/21. There are other considerations in signing the agreement, however, in relation to the ongoing financial commitment to the Emergency Services Levy and the Joint Organisation.



BRAD CAM  
GENERAL MANAGER

2 June 2020

*Attachments:* 1. Council Stimulus Letter\_Part19.  
2. Council Stimulus Agreement\_Part19.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER



## Office of Local Government

5 O'Keefe Avenue NOWRA NSW 2541  
Locked Bag 3015 NOWRA NSW 2541

Our Reference: A702526  
Your Reference:  
Contact: Program Delivery  
Phone: 02 4428 4100

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

29 May 2020

By email: [council@midwestern.nsw.gov.au](mailto:council@midwestern.nsw.gov.au)

Dear Mr Cam

I am writing to you about the 'COVID-19 Local Government Economic Stimulus Package' (Stimulus Package).

I am pleased to provide Mid-Western Regional Council (Council) with the funding agreement that will enable it to benefit from those parts of the package that are relevant to its needs. The current elements of the package are:

- \$32.76 million to provide a grant to each council to cover the cost of the FY2020-21 increase in the Emergency Services Levy.
- \$112.5 million to fund a Council Job Retention Allowance Subsidy.
- Greater access to the TCorp Local Government Lending Facility
- TCorp granting deferrals of principal and interest on existing loans upon request for six months.
- The NSW Treasurer providing to any council, conditional on Treasury's analysis and approval upon application, a "deed of indemnity for and on behalf of the Crown in right of the State of NSW", to assist councils to secure commercial bank loan.

It is requested that Council return the signed funding agreement to the Office of Local Government (OLG) by **COB 24 June 2020**. It is important to note that Council will not be able to access any element of the package until a signed agreement has been received and accepted by OLG.

Should you have any questions, or wish to discuss this matter please call OLG's Program Delivery Team on 02 4428 4100 or email to [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au).

Yours sincerely

**Tim Hurst**  
Deputy Secretary, Local Government, Planning and Policy  
Office of Local Government

Enc





**Funding Agreement**

**COVID-19 Economic Stimulus Package**

**Between**

**Mid-Western Regional Council**

**and**

**Department of Planning, Industry and Environment**

**Office of Local Government**



## Between:

1. **The Mid-Western Regional Council (Council) and;**
2. **Tim Hurst, Deputy Secretary, Local Government, Planning and Policy, Office of Local Government, Department of Planning, Industry and Environment (OLG) (ABN 20 770 707 468) for and on behalf of the Crown in right of the State of New South Wales, 5 O'Keefe Avenue, NOWRA NSW 2541.**

## Background

The NSW Government has approved a COVID-19 economic stimulus package (*Stimulus Package*) that is directed to safeguarding jobs, services and infrastructure delivery at the State's 128 local councils.

The package currently has four elements:

- The *Council Job Retention Allowance Subsidy*
- Funding to meet councils' increase in the emergency services levy for 2020-21
- Access to low-interest, infrastructure loans from TCorp in line with TCorp's credit criteria
- Access to a *Crown indemnity* for commercial borrowings, subject to meeting certain requirements.

Council's access to all or any part of the package is contingent on it entering into this funding agreement.

## The Parties Agree:

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### 1 Definitions and interpretation

#### 1.1 Definitions

**Agreement** means this funding agreement including the Attachments and any documents incorporated into this agreement by reference.

**Application** means Council's Financial Stimulus Eligibility Return and any supporting documents submitted to OLG for the purpose of allowing OLG to assess Council's eligibility to participate in the Council Job Retention Allowance Subsidy.

**Authorisation** includes:

- (a) any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from by or with a governmental agency; or
- (b) any consent or authorisation regarded as given by a government agency due to the expiration of the period specified by a statute within which the government agency should have acted if it wished to proscribe or limit anything already lodged, registered or notified under that statute.

**Business Day** means for all other purposes, a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.

**Council Job Retention Allowance Subsidy** means the subsidy described in the *Guidelines*.

**Crown Indemnity** means the “deed of indemnity for and on behalf of the Crown in right of the State of NSW” provided by the NSW Government to assist councils to secure a commercial bank loan (conditional on Treasury’s analysis and approval upon application).

**Date of this Agreement** means the date shown on the Execution Page or if it is not dated the date the OLG signs this Agreement.

**Dollars, A\$ and \$** means the lawful currency of the Commonwealth of Australia.

**DPIE** means Department of Planning, Industry and Environment.

**Eligible council** is a council who has entered into this agreement and which is deemed by OLG to meet the eligibility criteria, as set out in *Guidelines*, as defined in this Agreement.

**ESL** means the Emergency Services Levy payable annually to Revenue NSW.

**Event of Default** means any event specified as such in this Agreement.

**Acquittal** means any acquittal of the described in the *Guidelines*.

**GST** means the goods and services tax levied under *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* or any successor Act.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999*, or if that Act does not exist for any reason, means any Act imposing or relating to a GST and any regulation made under such Acts.

**Guidelines** means the Job Retention Allowance Subsidy Guidelines dated May 2020 as may be varied and any subsequent guidelines issued by OLG that it determines are applicable to the operation of the Stimulus Package or its individual elements (or if replaced by a later version, that later version).

**Joint organisation** means a joint organisation established under Part 7 of Chapter 12 of the *Local Government Act 1993*.

**OLG** means Office of Local Government, **Department of Planning, Industry and Environment**

**T-Corp loan facility** means a facility provided to the council by T-Corp including:

- a) an expansion of the lending limit to councils with a corresponding Crown Indemnity by the NSW Government;
- b) expanding eligibility to allow a council to access the facility for the next six months (subject to meeting TCorp’s Credit Policy); and
- c) TCorp granting deferrals of principal and interest on existing loans upon request for the next six months.

## 1.2 Business Day

Unless otherwise specified in this Agreement, where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

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## 2 Term

This agreement continues to have effect until Council has fulfilled its obligations under the Guidelines and this Agreement.

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## 3 General obligations of Council

To access any part of the Council Stimulus Package, Council must:

- 3.1** Comply with any Guidelines, as defined in this Agreement.
- 3.2** If a member of a member of a joint organisation (JO), continue to support that JO's continued operations, including with necessary funding contributions, for a period of two years from the date of this agreement.
- 3.3** Not use the proceeds of any new TCorp loan for capital works on buildings used solely for administrative purposes or council chambers, for a period of two years from the date of this Agreement, except where such works:
- (a) have a capital value of less than \$1,000,000; or
  - (b) is required to be carried out in an emergency; or
  - (c) is for maintenance.
- 3.4** Pay any ESL invoices issued to the Council in full to Revenue NSW by the due date.

**3.5 Compliance with law**

Council must comply with all legislative and regulatory requirements that may apply in relation to the application of the funding received, and if applied to a project, including obtaining all necessary approvals, licences and permissions.

**3.6 Monitoring of Agreement**

- (a) Council agrees to supply OLG with any required certificates, documents or other information specified in the Guidelines, within any time period stipulated in the Guidelines.
- (b) Council acknowledges that OLG may maintain regular contact with Council to monitor the performance of this Agreement and any related activity and agrees to co-operate with OLG in the performance of this role.
- (b) The OLG may at any time request information from Council in connection with this Agreement, and Council must supply any such information promptly upon request.
- (c) Nothing in this Agreement displaces obligations on the Council under the *Local Government Act 1993* or precludes the OLG from exercising functions and powers available to it under that Act.

**3.7 Independent verification**

Council must promptly, at its own cost, provide all documents, and information reasonably required by the OLG or its auditor for the purpose of enabling the OLG to compile and have audited an aggregate statement of expenditure which pertains to aggregate financial outcomes for all Councils funded by the Stimulus Package.

**3.8 Records**

- (a) Council must ensure that all legally required financial and operational records and any other records stipulated in the Guidelines are kept and maintained as required.
- (b) Council must retain the records, registers and reports referred to throughout the Term and for seven (7) years after the expiry or termination, of this Agreement.

**3.9 Inspection**

Council agrees that the OLG or its appointed nominee may access any required records at any reasonable time, upon giving Council reasonable notice.

### 3.10 Audit

- (a) An audit of any aspect of Council's compliance with this Agreement may be conducted at any time by the OLG or its nominee.
- (b) Council must co-operate fully with an audit, including:
  - (i) Granting the person conducting the audit reasonable access to Council's records and the performance of this Agreement;
  - (ii) Permitting the person conducting the audit to inspect and make copies of Council's records relevant to the performance of this Agreement;
  - (iii) Making available on request, at no additional cost to the person conducting the audit, reasonable facilities to enable a legible reproduction to be created of Council's records and materials stored on a medium other than in writing;
  - (iv) The OLG must give Council reasonable notice of its requirements in relation to an audit and use its reasonable endeavours to minimise disruption and interference to Council's performance of its obligation under this Agreement arising from an audit;
  - (v) Except where otherwise determined by the OLG, Council is responsible for its own costs of participating in an audit;
  - (vi) Council must promptly take any reasonable action required by it to rectify any error, non-compliance or inaccuracy identified in an audit in relation to Council's performance of this Agreement;
  - (vii) Council is not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit.

### 3.11 Promotion of Stimulus Package and communication of outcomes

- (a) Council agrees to publicly communicate the outcomes of the funding provided to Council in accordance with the Funding Acknowledgement Guidelines for recipients of NSW Government Grants (the Funding Acknowledgment Guidelines)  
(available at <https://www.advertising.nsw.gov.au/resources/branding>).
- (b) Council authorises the OLG and the State of New South Wales to use information Council supplies to the OLG in its Application or pursuant to this Agreement for promotional purposes, including:
  - (i) Council's name;
  - (ii) Details and/or aggregate sums of the funding provided;
  - (iii) the title and description of the infrastructure projects undertaken with the use of a related loan;
  - (iv) the number of employees whose employment has been subsidised by the Council Job Retention Allowance Subsidy;subject to any confidentiality restriction which has been requested by Council and agreed to by the OLG.
- (c) Council consents to allowing representatives of the State of New South Wales to use any promotional material it either obtains through its own processes or those provided by council in any media platform for the promotion of Stimulus Package overall.

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## 4 Availability of funds and other elements of the Package

### 4.1 Amount

- (a) Any funds payable to councils under the Council Job Retention Allowance Subsidy and ESL components of the Stimulus Package will be paid in accordance with the Guidelines and at OLG's absolute discretion.
- (b) The failure to submit a claim supported by all required documentation within the time specified releases the OLG from having to pay the claim.

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## 5 Representations and warranties

Council represents and warrants that it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms.

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## 6 Events of Default and Termination

### 6.1 Notices to the OLG

Council must give notice to the OLG as soon as it becomes aware of any Event of Default occurring.

### 6.2 Events of Default

It is an Event of Default if, whether or not it is within the control of Council:

- (a) **Non-remediable breach of Agreement:** Council fails to perform or observe any other undertaking or obligation in this Agreement and that failure is not, in the opinion of the OLG, capable of remedy.
- (b) **Failure to fix remediable breach of Agreement:** Council fails to perform or observe any other obligation in this Agreement and that failure is, in the opinion of the OLG, capable of remedy but Council does not remedy the failure within the period specified, after receipt by Council of a notice from the OLG specifying the failure and requiring its remedy within the period specified in the notice.
- (c) **Authorisations:** Council fails to obtain any Authorisation necessary to enable Council to comply with its obligations under this Agreement or any such Authorisation ceases to be in full force and effect.
- (d) **Misrepresentation:** any warranty, representation or statement by Council is or becomes false, misleading or incorrect when made or regarded as made by Council under this Agreement.
- (e) **Insolvency:** Council becomes insolvent.

### 6.3 Consequences of Event of Default

- (a) Upon the occurrence of an Event of Default the OLG may, at its sole discretion, by written notice to Council:
  - (i) suspend this Agreement, including payments of any money payable under the Stimulus Package, until the default giving rise to the suspension is resolved to the satisfaction of the OLG or the OLG elects to terminate this Agreement, whichever occurs sooner; or
  - (ii) terminate this Agreement.



- (b) To avoid doubt, the exercise by the OLG of any right to suspend this Agreement is without prejudice to the OLG's right to terminate this Agreement in accordance with its terms.

#### **6.4 Consequences of Termination for Default**

- (a) If this Agreement is terminated, Council must repay the amount of any funds received by it under the Stimulus Package that has been paid to it prior to termination.
- (b) The OLG, on behalf of the State, may recover any outstanding reimbursement.
- (c) The OLG may make a determination of the amount of the reimbursement referred to in subsection 6.4(a) and may serve a notice on the council requiring the amount so determined be paid in recovery of the reimbursement.
- (d) An amount equal to the reimbursement as so determined, unless the OLG otherwise decides, is payable to the OLG as a debt by the Council.
- (e) The OLG may certify the amount due under the notice and that certificate is sufficient evidence of the amount due, unless the contrary is proved.

#### **6.5 Termination by Agreement**

The parties may agree to terminate this Agreement at any time on such terms as may be agreed.

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### **7 Indemnity**

- (a) Council indemnifies the Crown in right of the State of New South Wales, including the OLG and its officers, employees and agents (those indemnified), against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which those indemnified pay, suffer, incur or are liable for, in respect of any of the following:
  - (i) the occurrence of any Event of Default;
  - (ii) the OLG exercising its powers consequent upon or arising out of the occurrence of any Event of Default.
- (b) Any amount payable to those indemnified under this indemnity is payable on demand.
- (c) The indemnities contained in this Agreement are continuing obligations of Council, separate and independent from the other obligations of Council and survive the termination of this Agreement.
- (d) It is not necessary for those indemnified to incur or make payment before enforcing a right of indemnity conferred by this Agreement.

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### **8 Insurance**

- (a) Council must (at its expense) during the continuance of this Agreement and for a period of three (3) years after its expiration or termination, take out and maintain with a reputable insurance company the following insurance policies:
  - (i) broad form public liability insurance (that includes public liability and product liability insurance) in the amount not less than \$20 million dollars in respect of each and every occurrence and unlimited in the aggregate;
  - (ii) workers' compensation insurance in accordance with applicable legislation in respect of the employees of Council.
- (b) Council must, on request, produce satisfactory evidence to the OLG that the insurance requirements of this clause have been effected and are current.

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## 9 GST

- (a) Unless otherwise stated, any consideration in this Agreement (including any consideration given by the Council for the Stimulus Package Reimbursement) is exclusive of GST.
- (b) If a supply made under or in connection with this Agreement is a Taxable Supply the party making that supply (in this cl. 9, Supplier) may, subject to issuing a Tax Invoice, recover from the recipient of that supply (in this cl. 9, Recipient) an amount equal to the GST payable by the Supplier in respect of that supply (in this cl. 9, GST Amount).
- (c) The GST Amount is payable at the same time and in the same manner as any monetary consideration for the Supply to which the GST Amount relates but no later than the end of the tax period to which the relevant taxable supply is attributable under the GST Law.
- (d) Subject to this clause, Council warrants that at the time any supply is made under this Agreement on which GST is imposed, that Council is or will be registered under the GST Law.
- (e) Subject to this clause, any invoice rendered by Council in connection with a supply under this Agreement which seeks to recover an amount of GST payable must conform to the requirements for a Tax Invoice.
- (f) If an Adjustment Event occurs in relation to a Taxable Supply under or in connection with this Agreement that gives rise to an Adjustment, then:
  - (i) the Supplier must give an Adjustment Note to the Recipient immediately upon becoming aware of the Adjustment; and
  - (ii) the GST amount payable in respect of that supply will be adjusted accordingly and the Supplier (in the case of a decreased GST Amount) will provide a corresponding refund of the GST Amount to, or (in the case of an increased GST Amount) will be entitled to receive the amount of that variation from, the Recipient, as appropriate.
- (g) If an Adjustment Event occurs in relation to a Taxable Supply under or in connection with this Agreement that does not give rise to an Adjustment, for example because it occurs in the same tax period in respect of which the GST on the Taxable Supply or the input tax credit on the acquisition is attributable, the Supplier must:
  - (i) cancel any incorrect invoice issued to the Recipient and issue a correct one; and
  - (ii) if the Recipient has already paid the incorrect invoice, the Supplier (in the case of a decreased GST Amount) will provide a corresponding refund of the GST Amount to, or (in the case of an increased GST Amount) will be entitled to receive the amount of that variation in the GST Amount from, the Recipient, as appropriate.
- (h) Notwithstanding any other provision of this Agreement:
  - (i) any GST Amount payable by the Recipient to the Supplier under this clause 9 will be limited to the amount of an input tax credit to which the Recipient is entitled in respect of the relevant supply which the Recipient acquires; and
  - (ii) if the Commissioner of Taxation or a court determines that a supply made under or in connection with this Agreement in respect of which the Recipient has paid the Supplier a GST Amount is not a Taxable Supply then the Supplier will refund the Recipient that amount.

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## 10 General

### 10.1 OLG Nominee

OLG may authorise a nominee, in writing, to perform any of the OLG's functions under this Agreement.

### 10.2 Assignment by Council

Council must not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of OLG.

### 10.3 Assignment by OLG

OLG may at any time assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to any other NSW government agency without consent of Council.

### 10.4 Notices

- (a) Any notice or other communication between the parties under this Agreement must be addressed to the recipient party. For Council at the address stated in its Application for assessment for eligibility and unless otherwise specified by notice in writing from the recipient party.
- (b) Any notice or other communication under this Agreement:
  - (i) where Council is the sender, must be signed by a duly authorised officer of Council;
  - (ii) is regarded as being given by the sender and received by the addressee:
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post, on delivery to the address; or
    - (C) if by facsimile transmission, whether or not legibly received, when received by the addressee,but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
  - (iii) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (c) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees or any person reasonably believed by the sender to be an officer, agent, or employee of the addressee.

### 10.5 Governing law and jurisdiction

This Agreement is governed by the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales, and the courts of appeal from those courts.

### 10.6 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this Agreement or any power which is prohibited by any law is ineffective only to the extent of that prohibition.

- (b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining provisions of this Agreement.

#### **10.7 Waivers**

- (a) Waiver of any right arising from a breach of this Agreement or of any power arising upon default under this Agreement or upon the occurrence of an Event of Default must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (1) a right arising from a breach of this Agreement or the occurrence of an Event of Default; or
  - (2) a power created or arising upon default under this Agreement or upon the occurrence of an Event of Default;does not result in a waiver of that right or power.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right or power arising from a breach of this Agreement or on a default under this Agreement or on the occurrence of an Event of Default as constituting a waiver of that right or power.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right or power by that other party.
- (e) This clause may not itself be waived except by writing.

#### **10.8 Dispute Resolution**

The parties agree that any dispute arising under this Agreement will be dealt with as follows:

- (a) A party claiming that a dispute has arisen must give written notice of the dispute to the other party;
- (b) The parties will seek to resolve the dispute;
- (c) If the dispute is unresolved within a fourteen (14) day period (or within such further period as the parties agree in writing) then the dispute will be referred to the Australian Commercial Dispute Centre (ACDC) for mediation;
- (d) The mediation is to be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved;
- (e) If the dispute isn't settled within 28 days (or such longer period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for resolution of the dispute;
- (f) The parties must continue performing their obligations under this Agreement while the dispute is being resolved, to the extent practicable to do so;
- (g) A party must attempt to settle any dispute in relation to this Agreement in accordance with this clause (Dispute Resolution) before resorting to court proceedings or other dispute resolution process;
- (h) Nothing in this clause (Dispute Resolution) prevents either party from seeking interlocutory relief or the OLG exercising its rights to suspend or terminate this Agreement.

### **10.9 Relationship**

Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties.

### **10.10 Variation**

A variation of any term of this Agreement must be in writing and signed by the parties.

### **10.11 Taxes, duties and charges**

Other than as specified in this Agreement, taxes, duties and charges imposed or levied in connection with this Agreement will be borne by Council.

### **10.12 Counterparts**

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Agreement by signing any counterpart.

### **10.13 Survival**

Any clause of this Agreement that by its nature should survive termination or expiry of this Agreement shall survive such termination or expiry including, without limitation, the following:

- (a) clause 3 (General obligations of Council);
- (b) clause 5 (Representations and warranties);
- (c) clause 6.4 (Consequences of Termination);
- (d) clause 7 (Indemnity); and
- (e) clause 8 (Insurance).

**EXECUTION PAGE**

**Date of this Agreement:** \_\_\_\_\_ 2020

**Executed as an agreement by OLG:**

**Signed by** )  
Tim Hurst, Deputy Secretary, Local )  
Government, Planning and Policy, for and on )  
behalf of the Crown in right of the State of New )  
South Wales on )  
\_\_\_\_\_ 2020. )

in the presence of: )

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Tim Hurst

\_\_\_\_\_  
Name of witness (please print)

**Executed as an agreement by the Council**

**Signed by Council's General Manager** )  
**Mr Brad Cam** )

On \_\_\_\_\_ 2020. )

in the presence of: )

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of General Manager

\_\_\_\_\_  
Name of witness (please print)

**OR**

**The seal of Mid-Western Regional Council** )  
was affixed in our presence )  
on \_\_\_\_\_ 2020 )  
in pursuance of a resolution of the Council )  
authorising the seal to be affixed passed on )  
2020. )

\_\_\_\_\_  
Mayor/Councillor

\_\_\_\_\_  
Name of signatory (please print)

\_\_\_\_\_  
General Manager/Councillor

\_\_\_\_\_  
Name of signatory (please print)

## 7.3 Council Meeting Schedule 2020 / 2021

REPORT BY THE DIRECTOR COMMUNITY  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, GOV400088

### RECOMMENDATION

#### That Council:

1. receive the report by the Director Community on the Council Meeting Schedule 2020 / 2021; and
2. confirm the dates for Ordinary Meetings of Council for 2020 through to June 2021 as follows;
  - Wednesday 15<sup>th</sup> July 2020
  - Wednesday 12<sup>th</sup> August 2020
  - Wednesday 16<sup>th</sup> September 2020
  - Wednesday 21<sup>st</sup> October 2020
  - Wednesday 18<sup>th</sup> November 2020
  - Wednesday 16<sup>th</sup> December 2020
  - Wednesday 17<sup>th</sup> February 2021
  - Wednesday 17<sup>th</sup> March 2021
  - Wednesday 21<sup>st</sup> April 2021
  - Wednesday 19<sup>th</sup> May 2021
  - Wednesday 16<sup>th</sup> June 2021

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### Executive summary

This report sets the meeting program for July 2020 through to June 2021.

### Disclosure of Interest

Nil

### Detailed report

Council meetings are held each month (with the exception of January). Meetings are currently being held on the third Wednesday of each month, commencing at 5.30pm with a Public Forum session.

Due to COVID-19, the Local Government Elections to be held on Saturday 12th September 2020 have been postponed. Council had previously resolved to change the meeting date for September because of the elections and hold an additional meeting in October 2020. This has now reverted back to an ordinary meeting date of 16th September 2020.

A reminder that the August date was also brought forward a week. It is recommended that this remain on the second Wednesday (12<sup>th</sup> August). The December meeting is also set on the regular schedule. However, in previous years Council have changed this date to the second Wednesday as it has fallen closer to Christmas.

## Community Plan implications

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

## Strategic implications

### **Council Strategies**

Not Applicable

### **Council Policies**

Code of Meeting Practice

### **Legislation**

Under Section 365 of the Local Government Act 1993, Councils are required to meet at least ten times per year. This schedule meets the requirement of the Act.

## Financial implications

Not Applicable

## Associated Risks

Not Applicable

SIMON JONES  
DIRECTOR COMMUNITY

3 June 2020

*Attachments:* Nil

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER



## Item 8: Development

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### 8.1 SSD-9872 St Matthews College EIS Submission

REPORT BY THE DIRECTOR DEVELOPMENT  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, LAN900096

#### RECOMMENDATION

##### That Council:

1. **receive the report by the Director Development on the SSD-9872 St Matthews College EIS Submission; and**
  2. **approve the draft submission prepared by staff.**
- 

#### Executive summary

The purpose of this report is to consider a draft submission prepared by staff who have undertaken a review of the Environmental Impact Statement and associated documentation for the St Matthews Catholic College project which is currently on public exhibition.

#### Disclosure of Interest

Nil

#### Detailed report

The Environmental Impact Statement for the St Matthews Catholic College is currently on public exhibition with a closing date of Tuesday 23 June 2020. The project is for the development of a new secondary school for up to 680 students comprising 5 buildings and associated landscaping works.

As this is a State Significant Development project, Council is not the consent authority for the project. However, Council does have the opportunity to make a submission about the development application and outline any concerns or issues it would like to raise.

Staff have undertaken a review of the Environmental Impact Statement and associated documentation, and prepared a draft submission for Council to consider.

#### Community Plan implications

<b>Theme</b>	<b>Looking After Our Community</b>
Goal	Effective and efficient delivery of infrastructure

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Strategy Provide infrastructure and services to cater for the current and future needs of our community

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## Strategic implications

### Council Strategies

Towards 2030 Community Plan

### Council Policies

Mid-Western Regional Development Control Plan 2013  
Mid-Western Regional Developer Contributions Plan 2019  
Mid-Western Regional Development Servicing Plans 2008

### Legislation

Environmental Planning and Assessment Act 1979  
Mid-Western Regional Local Environmental Plan 2012

## Financial implications

The applicant has requested a waiver of developer contributions for this development, as it is a not for profit organisation. This will impact future income collected under the relevant contribution plans.

Budget Year	Operating Performance Ratio	Own Source Revenue	Building & Infrastructure Renewal
2019/20	-	-	-
Future Years	X	X	-

## Associated Risks

If Council does not make a submission on this development application, there is a risk that relevant local matters are not identified by the consent authority (NSW Department of Planning, Industry and Environment). This could result in a poor development outcome for the local community.

JULIE ROBERTSON  
DIRECTOR DEVELOPMENT

4 June 2020

*Attachments:* 1. LATE ATTACHMENT - Draft Submission.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

**Placeholder for Attachment 1**  
**SSD-9872 St Matthews College EIS Submission**  
**LATE ATTACHMENT - Draft Submission**  
**0 Pages**

## 8.2 Monthly Development Applications Processing and Determined

REPORT BY THE DIRECTOR DEVELOPMENT  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087,

### RECOMMENDATION

**That Council receive the report by the Director Development on the Monthly Development Applications Processing and 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 of May 2020 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

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

### Strategic implications

#### Council Strategies

Not Applicable

#### Council Policies

Not Applicable

#### Legislation

Not Applicable

Financial implications

Not Applicable

Associated Risks

Not Applicable

JULIE ROBERTSON  
DIRECTOR DEVELOPMENT

1 June 2020

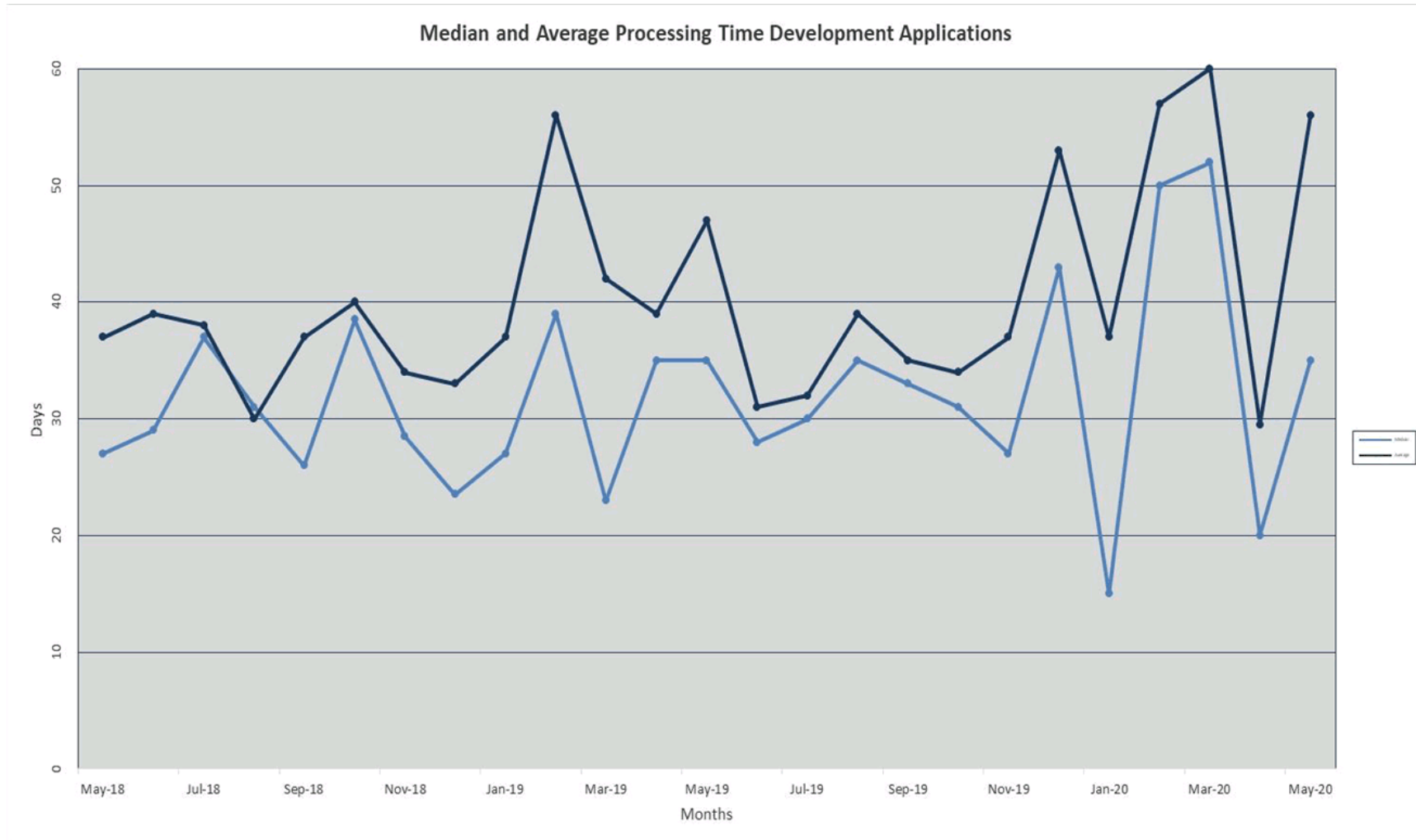
*Attachments:* 1. Monthly Development Applications Processing and Determined - May 2020.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

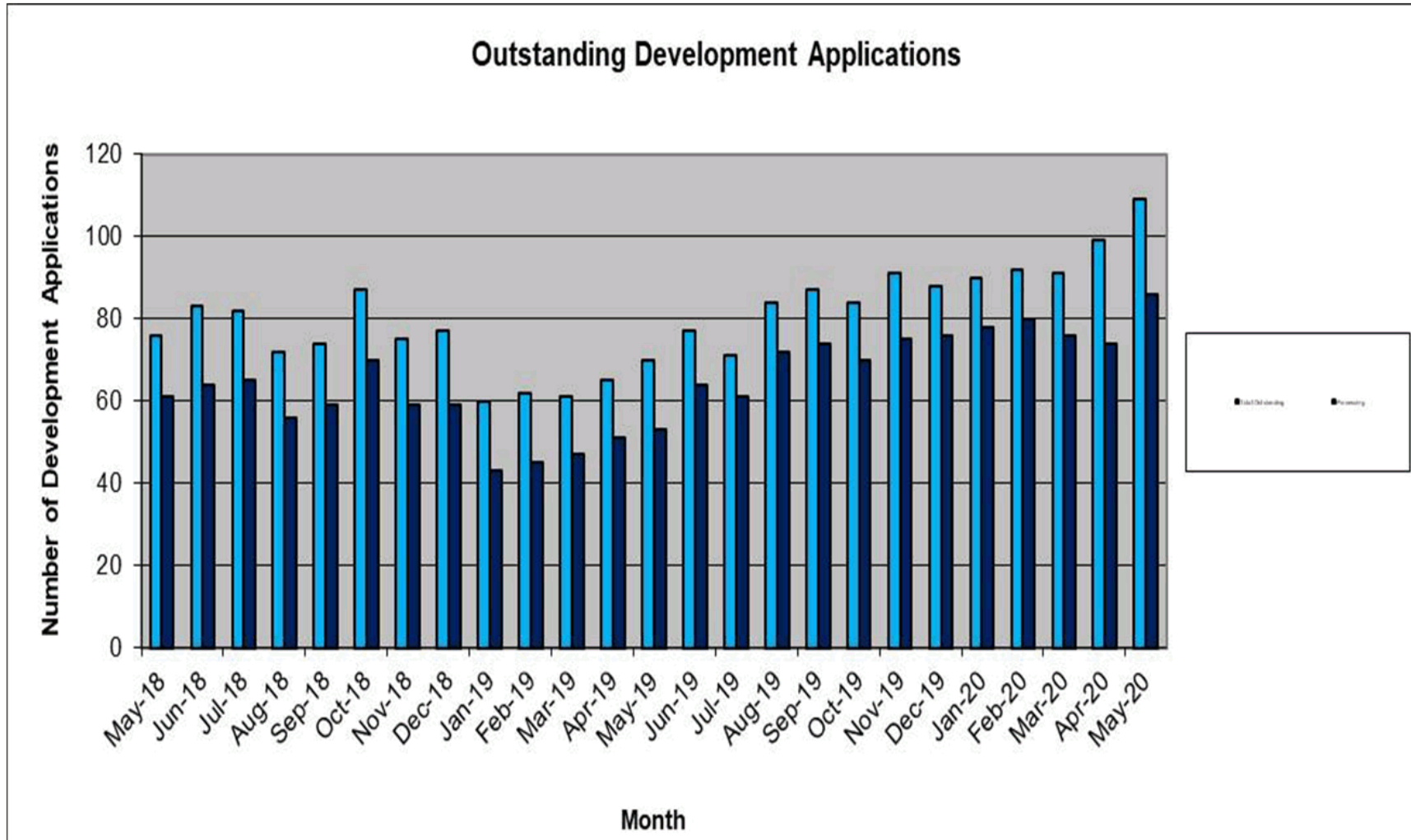
## Monthly Development Application Processing Report – May 2020

This report covers the period for the month of April 2020. Graph 1 indicates the processing times up to 31, May 2020 with the month of May having an average of 56 days and a median time of 35 days.



## Monthly Development Application Processing Report – May 2020

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



## Monthly Development Application Processing Report – May 2020

The Planning and Development Department determined 25 Development Applications either by Council or under delegation during May 2020.

### Development Applications Determined – May 2020

Appl/Proc ID	Description	House No	Street Name	Locality
DA0045/2020	Dual Occupancy	71	Fairydale Lane	MUDGEE
DA0046/2020	Dual Occupancy	5	Xavier Court	MUDGEE
DA0075/2020	Dual Occupancy	166	Gladstone Street	MUDGEE
DA0170/2020	Demolition	26	Robertson Street	MUDGEE
DA0174/2020	Dwelling House	55	Ilford Road	KANDOS
DA0211/2020	Carport	50	White Circle	MUDGEE
DA0218/2020	Awning	65	Spring Road	MUDGEE
DA0222/2020	Dwelling House	10	Wurth Drive	BOMBIRA
DA0227/2020	Residential Shed	101	Plenty Road	SPRING FLAT
DA0228/2020	Shed >150m2	4	Eagle Road	RYLSTONE
DA0229/2020	Residential Shed	6	Leconfield Drive	BOMBIRA
DA0230/2020	Residential Shed	12	Lowana Close	MUDGEE
DA0234/2020	Dual Occupancy	303	Blue Springs Road	STUBBO
DA0235/2020	Depot	103	Wollar Road	BUDGEE BUDGEE
DA0238/2020	Residential Shed	198	Broadhead Road	SPRING FLAT
DA0239/2020	Residential Shed	136	Robertson Street	MUDGEE
DA0241/2020	Dwelling House	10	Kilkenny Avenue	MUDGEE
DA0242/2020	Alterations & Additions	101	Coxs Creek Road	RYLSTONE
DA0245/2020	Swimming Pool	23	Meares Street	MUDGEE
DA0248/2020	Residential Shed	496	Ridge Road	COOKS GAP
DA0249/2020	Dwelling House	1354	Bocoble Road	CARCALGONG
DA0256/2020	Residential Shed	20	Gawthorne Place	MUDGEE
DA0261/2020	Residential Shed	404	Horse Flat Lane	MULLAMUDDY
DA0262/2020	Residential Shed	30	Herbert Street	GULGONG
DA0266/2020	Farm Building	151	Bombandi Road	AARONS PASS



## Monthly Development Application Processing Report – May 2020

### Development Applications currently being processed – May 2020

Appl/Proc ID	Description	House No	Street Name	Locality
DA0214/2011	Dwelling House	663	Castlereagh Highway	BURRUNDULLA
DA0327/2011	Shed >150m2	23	Horatio Street	MUDGEES
DA0102/2016	Dwelling House	705	Windeyer Road	GRATTAI
DA0325/2016	Change of use - Garage to Bedroom	179	Denison Street	MUDGEES
DA0343/2016	Commercial Alterations/Additions	137	Ulan Road	PUTTA BUCCA
DA0266/2017	Residential Shed	3	Cudgegong Street	RYLSTONE
DA0004/2018	Multi Dwelling Housing	66	Dangar Street	KANDOS
DA0063/2018	Shed >150m2	434	Melrose Road	MOUNT FROME
DA0142/2018	Subdivision - Torrens Title	38	Rifle Range Road	MUDGEES
DA0214/2018	Camping Ground	2970	Lue Road	LUE
DA0301/2018	Commercial Premises	20	Sydney Road	MUDGEES
DA0089/2019	Change of use - Shed to Dwelling	2037	Coxs Creek Road	RYLSTONE
DA0228/2019	Recreation Facility (outdoor)	103	Wattlegroce Lane	LINBURN
DA0263/2019	Camping Ground	40	Grevillea Street	GULGONG
DA0277/2019	Dwelling House	280	Gardiners Road	TWO MILE FLAT
DA0283/2019	Electricity Generating Works	129	Old Mill Road	GULGONG
DA0288/2019	Electricity Generating Works	3	Sydney Road	BURRUNDULLA
DA0010/2020	Extractive Industry	329	Quarry Road	CARWELL
DA0038/2020	Tourist and Visitor Accommodation	151	Stubbo Road	STUBBO
DA0065/2020	Dual Occupancy	8	Xavier Court	MUDGEES
DA0077/2020	Child Care Centre	1	Sydney Road	MUDGEES
DA0086/2020	Subdivision - Torrens Title	50	Broadhead Road	MUDGEES
DA0089/2020	Subdivision - Torrens Title	238	Broadhead Road	SPRING FLAT
DA0119/2020	Dual Occupancy	4	Xavier Court	MUDGEES
DA0124/2020	Subdivision - Torrens Title	1391	Wallawaugh Road	HARGRAVES
DA0125/2020	Dual Occupancy	44	Banko Paterson Avenue	MUDGEES
DA0131/2020	Hotel Accommodation	121	Ulan Road	PUTTA BUCCA
DA0146/2020	Subdivision - Torrens Title	103	Adams Lead Road	GULGONG
DA0151/2020	Dual Occupancy	75	Fairydale Lane	MUDGEES
DA0152/2020	Alterations & Additions	21	Dabee Road	KANDOS
DA0154/2020	Subdivision - Torrens Title	3	Sydney Road	BURRUNDULLA

## Monthly Development Application Processing Report – May 2020

DA0156/2020	Subdivision - Torrens Title	29	Horatio Street	MUDGEE
DA0166/2020	Dual Occupancy	9	Mulholland Court	MUDGEE
DA0168/2020	Change of use - Truck Depot	25	Sydney Road	MUDGEE
DA0169/2020	Change of use - Stadium Motocross Track & Facilities)	267	Ulan Road	BOMBIRA
DA0180/2020	Dual Occupancy	9	Kilkenny Avenue	MUDGEE
DA0189/2020	Commercial Alterations/Additions	1	Goodger Place	BOMBIRA
DA0189/2020	Alterations & Additions	1	Goodger Place	BOMBIRA
DA0191/2020	Information and Education Facility	267	Ulan Road	BOMBIRA
DA0194/2020	Commercial Alterations/Additions	25	Sydney Road	MUDGEE
DA0197/2020	Alterations & Additions	1904	Queens Pinch Road	MEROO
DA0201/2020	Subdivision - Torrens Title	124	Snakes Creek Road	EURUNDEREE
DA0202/2020	Tourist and Visitor Accommodation	6883	Castlereagh Highway	ILFORD
DA0203/2020	Dual Occupancy	6	Bayly Street	GULGONG
DA0207/2020	Residential Shed	2	Cudgegong Street	RYLSTONE
DA0208/2020	Dwelling House	150	Wyaldra Lane	COOKS GAP
DA0212/2020	Shed >150m2	14	Swords Court	MUDGEE
DA0214/2020	Change of use - Dwelling to Tourist Accommodation & Signage	49	Mayne Street	GULGONG
DA0215/2020	Dual Occupancy	145	Gardiners Road	TWO MILE FLAT
DA0225/2020	Subdivision - Torrens Title	402	Castlereagh Highway	MENAH
DA0226/2020	Residential Shed	17	Butler Circle	BOMBIRA
DA0231/2020	Residential Shed	45	Kurrajong Lane	RIVERLEA
DA0235/2020	Depot	103	Wollar Road	BUDGEE BUDGEE
DA0240/2020	Residential Shed	94	Saleyards Lane	MUDGEE
DA0243/2020	Alterations & Additions	11	Lions Drive	MUDGEE
DA0244/2020	Alterations & Additions	264	Goolma Road	GULGONG
DA0246/2020	Depot	8	Sydney Road	MUDGEE
DA0252/2020	Secondary Dwelling	1	Rayner Street	MUDGEE
DA0253/2020	Change of use - Garage to Art Studio	17	George Street	MUDGEE
DA0255/2020	Alterations & Additions	87	Lions Drive	MUDGEE
DA0258/2020	Light Industry	82	Depot Road	MUDGEE
DA0263/2020	Dual Occupancy	7	Stan Boal Court	MUDGEE
DA0267/2020	Dwelling House	155	Black Lead Lane	GULGONG
DA0269/2020	Dwelling House	331	Lue Road	MILROY
DA0270/2020	Dwelling House	85	Black Lead Lane	GULGONG
DA0271/2020	Residential Shed	1	Cedar Avenue	MUDGEE

## Monthly Development Application Processing Report – May 2020

DA0272/2020	Shed >150m2	603	Black Springs Road	BUDGEE BUDGE
DA0274/2020	Camping Ground	701	Coricudgy Road	KELGOOLA
DA0275/2020	Residential Shed	1372	Hill End Road	GRATTAI
DA0276/2020	Dwelling House	142	Market Street	MUDGE
DA0277/2020	Alterations & Additions	25	Henry Lawson Drive	BOMBIRA
DA0278/2020	Residential Shed	150	Broadhead Road	SPRING FLAT
DA0279/2020	Commercial Alterations/Additions	1858	Cudgegong Street	CUDGEGONG
DA0280/2020	Subdivision - Torrens Title	95	Bellevue Road	MUDGE
DA0281/2020	Dual Occupancy	30	Banjo Paterson Avenue	MUDGE
DA0282/2020	Boundary Adjustment	470	Castlereagh Highway	BURRUNDULLA
DA0283/2020	Alterations & Additions	13	Lloyd Avenue	KANDOS
DA0284/2020	Alterations & Additions	1719	Hill End Road	GRATTAI
DA0286/2020	Residential Shed	7	Moggs Lane	BOMBIRA
DA0287/2020	Residential Shed	76	Winter Street	MUDGE
DA0288/2020	Dwelling House	5	Kilkenny Avenue	MUDGE
DA0289/2020	Commercial Alterations/Additions	22	Sydney Road	MUDGE
DA0291/2020	Dwelling House	769	Bocoble Road	BOCOBLE

## Monthly Development Application Processing Report – May 2020

### Heritage Development Applications currently being processed – May, 2020.

App/Proc ID	Description	House No	Street Name	Locality
DA0271/2011	Alterations & Additions	87	Short Street	MUDGEE
DA0058/2018	Fence	1	Dunphy Crescent	MUDGEE
DA0215/2019	Commercial Alterations/Additions	88	Louee Street	RYLSTONE
DA0254/2019	Dual Occupancy	100	Inglis Street	MUDGEE
DA0300/2019	Demolition	80	Madeira Road	MUDGEE
DA0112/2020	Multi Dwelling Housing	122	Market Street	MUDGEE
DA0115/2020	Alterations & Additions	5	Cox Street	MUDGEE
DA0118/2020	Change of use - Retail Shop to Beautician	26	Market Street	MUDGEE
DA0138/2020	Dual Occupancy	109	Lewis Street	MUDGEE
DA0149/2020	Alterations & Additions	67	Market Street	MUDGEE
DA0177/2020	Demolition	25	Inglis Street	MUDGEE
DA0182/2020	Commercial Alterations/Additions	91	Horatio Street	MUDGEE
DA0198/2020	Dwelling House	72	Mortimer Street	MUDGEE
DA0216/2020	Alterations & Additions	24	Louee Street	RYLSTONE
DA0220/2020	Residential Shed	49	Douro Street	MUDGEE
DA0237/2020	Commercial Alterations/Additions	21	Douro Street	MUDGEE
DA0251/2020	Alterations & Additions	43	Bayly Street	GULGONG
DA0254/2020	Alterations & Additions	47	Gladstone Street	MUDGEE
DA0257/2020	Alterations & Additions	72	Lawson Street	MUDGEE
DA0260/2020	Alterations & Additions	32	Nicholson Street	MUDGEE
DA0264/2020	Change of use - Serviced Apartment	89	Belmore Street	GULGONG
DA0265/2020	Carport	30	Cox Street	RYLSTONE
DA0268/2020	Demolition	2	Station Street	GULGONG
DA0273/2020	Residential Shed	52	Medley Street	GULGONG
DA0285/2020	Alterations & Additions	39	Perry Street	MUDGEE
DA0290/2020	Change of use - Shop to Food & Drink Premise (small bar)	13	Lewis Street	MUDGEE

## Item 9: Finance

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### 9.1 Road Closure Land Transfer Deed Ulan-Wollar Road

REPORT BY THE REVENUE AND PROPERTY MANAGER  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, ROA100367

#### RECOMMENDATION

##### That Council:

1. receive the report by the Revenue and Property Manager on the Road Closure Land Transfer Deed Ulan-Wollar Road; and
  2. acknowledge at clause 2.3 of the *Road Closure Land Transfer Deed* that the reference to the Road Closure Land in the *Heads of Agreement for Opening New Aligned Sections of Ulan-Wollar Road* has been varied to exclude Lot 100 DP 755454; and
  3. agree to the terms in the *Road Closure Land Transfer Deed* as appended as Attachment 1 to this Report; and
  4. authorise the General Manager to endorse the *Road Closure Land Transfer Deed* as appended as Attachment 1 to this Report; and
  5. require Peabody Pastoral Holdings P/L or Wilpinjong Coal P/L be responsible for all reasonable costs incurred by Council in discharging its tasks in accordance with the *Road Closure Land Transfer Deed* as appended as Attachment 1 to this Report, including all legal and other out of pocket costs; and
  6. authorise the General Manager to sign all documentation, where necessary, to transfer the ownership of the different parts of the Road Closure Land, if and when closed, to Peabody Pastoral Holdings P/L and Moolarben Coal Mines P/L as cited in the *Road Closure Land Transfer Deed* appended as Attachment 1 to this Report; and
  7. authorise the Mayor to sign all documentation, where additionally required to do so, to transfer the ownership of the different parts of the Road Closure Land, if and when closed, to Peabody Pastoral Holdings P/L and Moolarben Coal Mines P/L as cited in the *Road Closure Land Transfer Deed* appended as Attachment 1 to this Report; and
  8. authorise the Common Seal of Council be affixed to all documentation, where necessary, to transfer the ownership of the different parts of the Road Closure Land, if and when closed, to Peabody Pastoral Holdings P/L and Moolarben Coal Mines P/L as cited in the *Road Closure Land Transfer Deed* appended as Attachment 1 to this Report.
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## Executive summary

The purpose of this Report is to seek Council's endorsement of the *Road Closure Land Transfer Deed* (the Deed) as referenced at clauses 2.2(b) and 3 of the *Heads of Agreement for Opening New Aligned Sections of Ulan-Wollar Road* (the HOA). The HOA was endorsed by Council on 15 May 2019.

The proposed Deed, Minute No. 127/19 and a copy of the HOA are appended as Attachments 1, 2 and 3, respectively, to this Report.

## Disclosure of Interest

Nil

## Detailed report

Council endorsed the HOA on 15 May 2019 which recorded Council's, Peabody Pastoral Holdings P/L (PPH), Wilpinjong Coal P/L (WC) and Moolarben Coal Mines P/L (MCM) agreement in respect of the opening and dedication of new, realigned sections of the Ulan-Wollar Road (the Road) and the closing of existing sections of the Road (the Road Closure Land).

The purpose of the Deed is to make provision for the matters as referred to at clauses 2.2(b) and 3 of the HOA, namely, the transfer of ownership of different parts of the Road Closure Land, if and when closed, to PPH and MCM.

At resolution 9 of Minute No. 127/19, Council authorised the General Manager to negotiate and execute the Deed. Whilst the General Manager has negotiated the terms of the Deed, it is considered more appropriate that Council now endorses the Deed as the Deed also effects an amendment of the earlier HOA.

The amendment, cited at clause 2.3 of the Deed, is to account for Lot 100 DP 755454 over which it has been concluded the constructed road is not in fact a public road. The references to the Road Closure Land in Council's earlier resolution refers to land that is now no longer to be Road Closure Land under the HOA. It is therefore not proposed to transfer the land that is no longer considered Road Transfer Land as Council doesn't own it.

It is recommended that Council acknowledge Lot 100 DP 755454 is no longer to be referenced as Road Closure Land under the HOA and that the Deed be endorsed accordingly.

## Community Plan implications

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

## Strategic implications

### **Council Strategies**

Not Applicable

### **Council Policies**

## Land Acquisition and Disposal Policy

### **Legislation**

Roads Act 1993

## Financial implications

PPH or WC will bear all reasonable costs incurred by Council in discharging its tasks in accordance with the Deed including all of its legal and other out of pocket costs.

## Associated Risks

Council's solicitor has reviewed the terms of the proposed Deed and any risks associated with the land transfer are considered mitigated.

DIANE SAWYERS  
REVENUE AND PROPERTY MANAGER

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

18 May 2020

*Attachments:*

1. Road Closure Land Transfer Deed (draft). (separately attached)
2. Minute No 127/19 15 May 2019. (separately attached)
3. Heads of Agreement. (separately attached)

### APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## 9.2 Write-off of Debts - Period 24/5/2019 to 19/5/2020

REPORT BY THE ASSISTANT MANAGER REVENUE AND PROPERTY AND CHIEF FINANCIAL OFFICER

TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, GOV400067, A0140197

### RECOMMENDATION

#### That Council:

1. **receive the report by the Assistant Manager Revenue and Property and Chief Financial Officer on the Write-off of Debts - Period 24/5/2019 to 19/5/2020;**
2. **note the write-offs totalling \$2,008.82 made under delegated authority as stipulated in Attachment 1 to this Report for the period 24/5/2019 to 19/5/2020; and**
3. **authorise the write-off of those debts greater than \$2,500 and totalling \$3,744.90 as stipulated in Attachment 1 to this Report for the period 24/5/2019 to 19/5/2020.**

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### Executive summary

This report provides a summary of debts less than \$2,500 owed to Council that have been written off since 24th May 2019 under delegated authority and seeks Council's resolution to write off debts that are greater than \$2,500 that are owed to Council.

### Disclosure of Interest

Nil.

### Detailed report

The Local Government Regulations specify the requirements and restrictions placed on Council to write off debts, as outlined in the Legislation section of this report. The attached summary documents the delegated write offs and outlines the debts greater than \$2,500 that require Council's resolution to write off.

The total amount written off for the period 24 May 2019 to 19 May 2020 under delegation was \$2008.82.

Consultation has been undertaken with Council's debt collection agent throughout the entire debt recovery process. The alternative option was to continue to pursue the debts, however this was not considered appropriate for the reasons stated in the attachment.

It is important to note that a debt that has been written off does not prevent Council initiating legal proceedings in the future to recover the debt. Any amount written off will be adjusted if part or all of the debt is subsequently recovered.

The total amount of debts greater than \$2,500 requiring a Council resolution to write off is \$3,744.90. This is the balance of a single debtor which is required to be written off as the liquidation of the debtor company resulted in no funds being available to settle unsecured debts.

### Community Plan implications

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**Theme**      **Good Governance**

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

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## Strategic implications

### Council Strategies

Not Applicable

### Council Policies

Councils Debt Recovery & Credit Policies

### Legislation

Sections 213 and 131 of the Local Government (General) Regulation 2005 specify restrictions on writing off debts owed to a council. Council has previously resolved that the General Manager be delegated to write off amounts up to \$2,500. Debts owed to Council that are greater than \$2,500 must have a Council resolution directing that the stipulated amounts be written off.

Regulation 213(5) states that a debt can only be written off if it satisfies one of the following criteria:

- a) if the debt is not lawfully recoverable, or
- b) as a result of a decision of a court, or
- c) if the council or the general manager believes on reasonable grounds that an attempt to recover the debt would not be cost effective.

Regulation 131(6) states that the general manager must advise the council of rates and charges written off by written order of the general manager.

## Financial implications

The writing off of the amounts shown in the attachment will reduce the balances of outstanding receivables. The rates and sundry debtor write-offs exceed existing provisions for doubtful debts. The impact on operating performance ratio will depend on the assessment of other debts at financial year end.

Councils Credit Policy is in place to minimise the expenditure of valuable resources collecting and writing off overdue and bad debts.

There are no budget variations required for this write-off.

## Associated Risks

Not Applicable

IAN CLAYTON  
ASSISTANT MANAGER REVENUE AND  
PROPERTY

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

20 May 2020

*Attachments:* 1. Write-off of Debts - Period 24/5/2019 to 19/5/2020.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

**Debts Written Off Under Delegation - Period 24/5/2019 to 19/5/2020**

Account No	Debtor Name	Amount	Date of Debt	Background	Reason for Write-off	Date
				Accounts payable credit. No longer use this supplier to be able to offset credit		
CHLORD	Chlorine Discounters	27.50	24/04/2017		Attempts unsuccessful. Uneconomical to proceed further.	27/06/2019
10382	The Proprietors Strata Plan 81399	837.26	15/07/2019	Water usage charges	An attempt to recover the amount would not be cost effective	23/09/2019
9703352	Mrs Fran Carter & Mr Myles Carter	264.00	4/07/2018	Meals on wheels charges	An attempt to recover the amount would not be cost effective	24/09/2019
9703398	Mr Bruce Green	228.30	4/12/2017	Meals on wheels charges	An attempt to recover the amount would not be cost effective	24/09/2019
9600161	Mudgee Valley Tourist Park	85.36	1/07/2014	Waste collection charges	An attempt to recover the amount would not be cost effective	24/09/2019
FP0078	Jungle Wax and Tan	80.00	2/10/2018	Outstanding Footpath Charges	Reminders Sent/Unable to Recover	10/12/2019
FP0078	Jungle Wax and Tan	10.70	2/10/2018	Outstanding Footpath Charges	Reminders Sent/Unable to Recover	10/12/2019
FP0092	Cherry Red Mudgee	80.00	2/10/2018	Outstanding Footpath Charges	Reminders Sent/Unable to Recover	10/12/2019
FP0092	Cherry Red Mudgee	10.70	2/10/2018	Outstanding Footpath Charges	Reminders Sent/Unable to Recover	10/12/2019
FP0138	Ripe Homewares	80.00	2/10/2018	Outstanding Footpath Charges	Reminders Sent/Unable to Recover	10/12/2019
FP0138	Ripe Homewares	10.70	2/10/2018	Outstanding Footpath Charges	Reminders Sent/Unable to Recover	10/12/2019
FP0183	The Hair Spot	80.00	2/10/2018	Outstanding Footpath Charges	Change of Ownership/Unable to Recover	10/12/2019
FP0183	The Hair Spot	10.70	2/10/2018	Outstanding Footpath Charges	Change of Ownership/Unable to Recover	10/12/2019
FP0195	Church St Eatery	80.00	2/10/2018	Outstanding Footpath Charges	Owner Advised No Longer Using Footpath/Unable to Recover	10/12/2019
FP0195	Church St Eatery	0.60	2/10/2018	Outstanding Footpath Charges	Owner Advised No Longer Using Footpath/Unable to Recover	10/12/2019
CCC0089/2011	Mr Donald M Flower & Mrs Aileen J Flower	123.00	1/11/2010	Outstanding Rams Charges	Age of Application	5/02/2020
		<u>2,008.82</u>				

**Debts Written Off by Council Resolution - Period 24/5/2019 to 19/5/2020**

Account No	Debtor Name	Amount	Date of Debt	Background	Reason for Write-off	Date
		3,744.90	6/07/2018	Outstanding Waste Charges	The Wineglass - Liquidated with no funds to pay debt. See ELO.	20/01/2020
		<u>3,744.90</u>				

## 9.3 Variation to the MRT contract - COVID-19 relief

REPORT BY THE CHIEF FINANCIAL OFFICER  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, F0770077

### RECOMMENDATION

#### That Council:

1. receive the report by the Chief Financial Officer on the Variation to the MRT contract;
2. note the contract term is due to end on 30 June 2021;
3. authorise the following variations to the contract:

**Clause 2: The term of this agreement will be five (5) years, commencing on 1 July 2017 and ending on 30 June 2022, unless terminated earlier in accordance with Clause 3.**

**Clause 4. B: the funding for the period 1 July 2020 – 30 June 2021 will be payable as a lump sum in July 2020; the funding for all other periods will be payable by twelve (12) instalments with each instalment to be paid monthly in advance and to be of equal amount subject to rounding off;**

**Clause 4. C: MWRC will be entitled to deduct rent and other monies payable by MRT to MWRC under the Lease from the contract payments;**

4. authorise the General Manager to negotiate any additional minor terms that may be impacted by the above variations, in line with the intent of the variations; and
5. authorise the General Manager to sign the variation to the contract.

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### Executive summary

MRT have requested payment of their tourism contract services for the financial year ended 30 June 2021 in full at the start of the financial year (July) in order to assist with cash flow and the ability to provide payment extensions to their member businesses as a response to the impact of the COVID-19 pandemic. At this time, it is also recommended to extend the term of the contract to again align with Councils election cycle.

### Disclosure of Interest

Nil.

### Detailed report

At the Council Meeting on 21 June 2017, the current four year term contract with MRT was adopted.

It was recommended at the time to extend the term of the contract from 3 years to 4 years to better align the outcomes of the four-year Delivery Program, as developed by the incoming Council, with MRTI's contract requirements in acting as the tourism service provider for the Mid-Western Regional area, and to better align with the four year term of elected representatives.

In March 2020, the NSW Government announced the decision to postpone the September 2020 Local Government Elections due to the COVID-19 crisis. The local government elections are now set to be held in September 2021. However, there is a possibility that a further extension to 31 December 2021 may be enacted, should the need arise.

As a result, current councillors, popularly elected mayors and mayors elected by councillors in September 2019 will continue to hold office until September 2021 once the new election date is gazetted.

It is now proposed to extend the MRT contract period to again align with the council term, and extensions of the Delivery Program.

Further, MRT have requested payment of their tourism contract services for the financial year ended 30 June 2021 as a lump sum, at the start of the financial year (July) in order to assist with cash flow and the ability to provide payment extensions to their member businesses as a response to the impact of the COVID-19 pandemic. This request is assessed as reasonable for a period of 12 months, through this period of economic uncertainty.

It is not recommended to permanently change the payment terms to annually, as the risk to Council would increase unnecessarily (see Associated Risks).

## Community Plan implications

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

## Strategic implications

### Council Strategies

Draft 2020/21 Operational Plan and 2017/21 Delivery Program  
Economic Development Strategy

### Council Policies

Service Provider Management Policy

### Legislation

Not Applicable

## Financial implications

Tourism Operations are allocated within the draft 2020/21 Operational Plan and 2017/21 Delivery Program, no additional budget allocation is required.

An exemption from Tendering was provided when Council initially entered this Tourism Service contract, which will remain valid as this is a variation to the existing contract.

## Associated Risks

There is a risk to Council that the region will not obtain the tourism services it has paid for should MRT go into liquidation or cease to exist within the 12 month period funded, due to the prepayment nature of the contract. It is noted that there are controls for monitoring the financial viability of MRT through the board and the contract reporting requirements. These controls do not mitigate the risk of closure completely, but do provide a mechanism to address any concerns early. The risk is deemed low for the period between 1 July 2020 - 30 June 2021.

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

22 May 2020

*Attachments:* 1. DULY signed Agreement between MWRC & Mudgee Region Tourism Inc. (MRTI) – 1.7.2017 – 30.6.2021.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

THIS AGREEMENT made the 3rd day of July 2017

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

**AND:** MUDGEE 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 Saffron Kitchen, Rylstone and Kandos Museum, 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 Accredited Visitor Information Centres 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 (4) years commencing on the 1 July 2017 and ending on the 30 June 2021 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 2021; 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 2017 to 30 June 2021; 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 \$396,000 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) 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 three (3) day a week basis (Friday to Sunday) between the hours of 10.00am and 3.00pm Friday to Saturday and between 10am and 1pm Sundays, in Rylstone at The Saffron Kitchen between the hours of 10am



and 4pm on a three (3) days a week basis Friday to Sunday, and in Kandos at the Kandos Museum between the hours of 10am and 4pm Wednesday to Sunday 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) Measure tourism numbers to the LGA and where they are from
    - 1) VIC visitation (post codes)
    - 2) Overnight visitation via accommodation members representing at least 30% of region's total room inventory (visitor nights x LGA average per visitor spend NVS data)
  - (ii) Provide all tourism related businesses in the LGA whether a member of MRTI or not, with the opportunity for promotion
    - 1) Provide a business listings page on website (for all tourism members and non-members) at no cost. Web page acknowledge sponsorship by MWRC (logo).
  - (iii) Attend and promote the region at four (4) events outside the region
    - Identify 4 key trade and/or consumer shows annually (within identified target markets) to promote the LGA. For example (may vary from year-to-year):
      - 1) Sydney Cellar Door (Feb)
      - 2) Pyrmont Food + Wine Festival (May)
      - 2) Balmoral Mudgee Food + Wine Festival (Aug)
      - 3) Sydney Food + Wine Show (Oct)
  - (iv) Provide monthly marketing communication to subscriber database, report on social media reach and website visitation statistics
    - 1) Annual subscriber database health check
    - 2) Increase subscribers year on year
    - 3) Distribute monthly subscriber emails (maintain brand and membership activation integrity)
    - 4) Distribute weekly member news
    - 5) Prepare monthly digital media statistics (social media and website), track trends, increase engagement and followers
  - (v) Promote all tourism-related council and major regional events
    - Promote MWRC and major events through Visitor Guide, subscriber database, digital channels, MRTI stalls (e.g. Flavours of Mudgee) and other promotional channels (e.g. radio, Mudgee Guardian articles, etc).
  - (vi) Develop an annual marketing plan which provides the specific details of all marketing and promotional activities planned to be undertaken to promote LGA as a tourism destination and provide quarterly updates
    - 1) Review and update Mudgee Region Tourism's Destination Management Plan on a 3-yearly basis (to incorporate attractions and hero assets in Gulgong, Kandos and Rylstone)
    - 2) Develop an annual Marketing Campaign Strategy, with measurable KPIs

3) Prepare report and meet MWRC quarterly to discuss KPI tracking and results

- (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 Destination Management Plan for the next financial year in consultation with MRTI's members and the community and will submit it to MWRC within 7 days of its approval by the MRTI Board, but no later than 30 June. 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 accepts for the General Manager or his/her representative to have full Board Status, should the elected council representative 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.

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**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 2017 to the 30 June 2021 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. Procurement of Goods and Services**

In order to ensure MRTI procurement activities are legal; ethical and reflect best value for money, MRTI are to develop a Procurement Policy in line with Councils Procurement Policy, in particular, purchasing requirements for different value contracts. The MRTI Procurement Policy is to be developed and approved by the MRTI Board before 30 September 2017. The Procurement Policy is to be provided to Council within 7 days of approval by the Board. Council's General Manager is to ensure it meets the "spirit" of Councils Procurement Policy, and is tabled at the next Council meeting for transparency.

**18. 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.

**19. 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.

**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

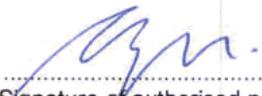
General Manager .....  
Office held

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

  
.....  
Signature of authorised person

JESSICA CHARCEIL .....  
Name of authorised person

CHAIRPERSON .....  
Office held

  
.....  
Signature of authorised person

CARA GEORGE .....  
Name of authorised person

CEO .....  
Office held

**APPENDIX 1: Contents of quarterly report from MRTI to MWRC**

Financial	<ul style="list-style-type: none"> <li>• Balance Sheet/Financial Statement approved by MRTI Board and signed by the Chairperson or Treasurer of MRTI.</li> <li>• Profit and Loss – reflecting comparison year to date, to budget and compared to the same period in the previous year approved by MRTI Board.</li> <li>• 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.</li> <li>• Commentary on financial trends including a revised forecast that may affect MRTI's performance.</li> </ul>
Partnership	<ul style="list-style-type: none"> <li>• Partnership numbers by type of partnership.</li> <li>• Partnership numbers and revenue compared to same quarter in the previous year.</li> <li>• Number of partners by industry sector (e.g. motel, B &amp; B, restaurant etc).</li> </ul>
Projects	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Outline specific projects including participation in tourist trade shows.</li> <li>• 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 Destination Management Plan and other project plans for each item.</li> <li>• Achievement/slippage of itemised milestones in individual projects and commentary provided.</li> </ul>
Statistics	<p>All statistics listed below shown compared to same quarter in the previous year.</p> <ul style="list-style-type: none"> <li>• Number of visitors attending each visitors centre and where they were from.</li> <li>• Number of phone enquiries at each centre.</li> <li>• Number of subscribers - loyalty building program.</li> <li>• Digital media statistics (i.e. unique website visitors, unique page views, social media followers).</li> <li>• 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.</li> <li>• Responses to web based surveys as required.</li> <li>• Supporting information on distribution of Visitor Information guides and other promotional material outside the LGA.</li> </ul>
Funding	<ul style="list-style-type: none"> <li>• Sources for funding and applications made.</li> <li>• Details of applications, funding sought, funding received, projects to be funded.</li> <li>• Date when funding applications determined.</li> <li>• Follow up of funding applications undertaken in the quarter.</li> </ul>
Communication	<ul style="list-style-type: none"> <li>• All MWRC Councillors to receive the monthly email to the subscriber database</li> </ul>
Public Relations	<ul style="list-style-type: none"> <li>•</li> </ul>

	<ul style="list-style-type: none"><li>• Summary of public relations activity and EAV (estimated advertising value), including press release distributed and coverage for the entire region (both digital + print), showcasing newsworthy stories such as new businesses, innovation in region, campaign activity and towns of Gulgong, Kandos + Rylstone (a minimum of 15% total media coverage must reflect Gulgong, Kandos &amp; Rylstone, and a minimum of 2 pitches to the media must cover new and different businesses per annum).</li></ul>
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Additional items and reports to be provided:

- Annually updated and Board approved MRTI Budget and three-yearly Destination Management Plan to be delivered to MWRC within 7 days of its approvals 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.

## 9.4 Post Exhibition - Interim COVID-19 Financial Assistance Policy - Local Business Booster

REPORT BY THE FINANCIAL ACCOUNTANT  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, PUB600025, GOV400047, FIN300274

### RECOMMENDATION

#### That Council:

1. **receive the report by the Financial Accountant on the Post Exhibition - Interim COVID-19 Financial Assistance Policy - Local Business Booster;**
2. **endorse the Interim COVID-19 Financial Assistance Policy – Local Business Booster;**
3. **receive the following submissions to the Interim COVID-19 Financial Assistance Policy, and respond to the authors;**
  - 3.1 **Paul A Christopherson be thanked for his submission and his opposition to the program noted;**
  - 3.2 **Allan Brindley be thanked for his submission and authorise the Chief Financial Officer to respond accordingly;**
4. **approve financial assistance of \$1000 to all qualifying applicants who have applied and met the eligibility criteria as set out in the Interim COVID-19 Financial Assistance Policy – Local Business Booster, these recipients are shown in Table A; and**
5. **decline the following applications under the Interim COVID-19 Financial Assistance Policy – Local Business Booster, these recipients are shown in Table B.**

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### Executive summary

At the 20 May 2020 Council Meeting, a resolution was passed to place on public exhibition the Interim COVID-19 Financial Assistance Policy – Local Business Booster and permission to commence receiving applications for the Local Business Booster Program was granted.

A panel of three Council staff will review and assess the eligibility of the applications. These will be distributed as late attachments to this report; at the time of writing, Council had received two submissions for the policy on exhibition and approximately 120 applications for the Local Business Booster Program. Applications for the Local Business Booster Program will be received by Council up until the cut-off date of 12 June 2020.

### Disclosure of Interest

Council's Chief Financial Officer has disclosed a significant non-pecuniary conflict of interest and removed themselves from the COVID-19 Financial Assistance Assessment Panel.



Council's Financial Accountant has disclosed a less than significant non-pecuniary conflict of interest but remains on the assessment panel as robust processes have been put in place to ensure proper process is adhered to for the fair and transparent assessment of all the applicants' eligibility for the grant.

## Detailed report

The Interim COVID-19 Financial Assistance Policy - Local Business Booster Program (Attachment 1) is designed to provide support and relief to those most impacted by the COVID-19 pandemic restrictions.

The details of the Financial Assistance Program including requirements, process and eligibility criteria are detailed in the attached Policy.

At its meeting on 20 May 2020, Council resolved the following:

That Council:

1. receive the report by the Chief Financial Officer on the Interim COVID-19 Financial Assistance Policy;
2. endorse the Interim COVID-19 Financial Assistance Policy;
3. allow this Program to be opened for application, simultaneously to the Policy being placed on Public Exhibition for 14 days;
4. request a report be brought back to Council in June to approve financial assistance under the Local Business Booster Program; and
5. note the Rating Deferral application process opened on the 7 May 2020, allowing rate payers to defer payment of their 4th quarter instalment for 2019/20 and 1st quarter instalment of 2020/21 to 30 September 2020.
6. provide rent relief as a result of the COVID-19 pandemic to Council's commercial property tenants at 39 Saleyards Lane, Mudgee 2850;
7. amend the 2019/20 budget to reduce rental income by \$3,500 to be funded from unrestricted cash; and
8. authorise the General Manager to sign any relevant documentation and send letters to tenants/operators in order to facilitate the provision of rent relief.

## **SUBMISSIONS TO THE DRAFT POLICY**

Submissions have been received in relation to the draft Policy and copies of these submissions are attached to this report (see Attachment 2), and summarised below:

1. Paul Christopherson opposed the Local Business Booster Program (LBBP) stating that he felt it was not a function of Local Government. It is Council's position that a Financial Assistance program is within Council's approved functions noting that it is specifically allowable under Section 356 of the Local Government Act, including contributions to business (recipients acting for private gain - Section 356 (2)).
2. Allan Brindley expressed support for the LBBP but raised several concerns around breach of privacy, access to/record of an entity's Tax File Number and business revenue details, and suggested extending the timeframe for the receipt of applications to 14 June, in line with the ATO cut-off dates for JobKeeper claims.

It is noted that the Policy does not request TFN or business revenue data. Council has strict policies and procedures for the collection and recording of personal information, and has met all legislative requirements in the recording of personal data under the Privacy and Personal Information Protection Act 1998 (PIPP Act). Council has also permanently redacted any received TFN's from Council's electronic record system.

The timeframe to apply for the LBBP allowed for a close date of 12 June 2020. Although it is noted that an extension in line with the ATO claim date is reasonable, it is recommended that businesses ensure they claim for JobKeeper before the close of the LBBP. The program has been run on a tight timeframe to meet Council reporting and meeting deadlines, and ensure payment of the grant to businesses in a timely and meaningful way.

### APPLICATIONS TO THE LOCAL BUSINESS BOOSTER PROGRAM

As the application period will close 12 June 2020, all applications and staff applications will be distributed as a late attachment to Council.

- Late Attachment 3 - Table A – eligibility criteria is met and **recommend** applicants to receive Local Business Booster
- Late Attachment 4 - Table B – eligibility criteria not met and **do not recommend** applicants to receive Local Business Booster

### ASSESSMENT PANEL AND ASSESSMENT PROCESS

The panel is made up of three staff members, who completed conflict of interest disclosures, reporting all known conflicts.

Financial Accountant – Trish Elsegood  
Manager Community Services – Fiona Turner  
Executive Assistant Finance – Erin Reid

As per the Interim COVID-19 Financial Assistance Policy – Local Business Booster, to be eligible for assessment all applicants must:

- Have an active ABN or ACN;
- Have their main business location within the Mid-Western Regional Council Local Government Area (LGA);
- Provide evidence of entitlement to Job Keeper payment (through ATO);
- Have met any previous Mid-Western Regional Council grant acquittal requirements;
- Complete the online application form by the applicable cut-off time and date.

For the panel to be able to verify that the applicants ABN is active and determine their main business location the panel have used a combination of the publicly available information via the Australian Business Register and secondary evidence supplied by the applicant at the request of the panel.

## Community Plan implications

Theme	Building a Strong Local Economy
Goal	A prosperous and diversified economy
Strategy	Support the attraction and retention of a diverse range of businesses and industries

## Strategic implications

### Council Strategies

Not Applicable

### **Council Policies**

The development of a new Policy, with an interim period of application is recommended in this report. It is recommended that this Policy be rescinded after Council has completed the Financial Assistance program. A report will be brought back to Council at that time.

### **Legislation**

#### **Local Government Act 2015 – Section 356**

Sets out how a council financially assist others.

- (1) A council may, in accordance with a resolution of the council, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions.
- (2) A proposed recipient who acts for private gain is not ineligible to be granted financial assistance but must not receive any benefit under this section until at least 28 days' public notice of the council's proposal to pass the necessary resolution has been given.
- (3) However, public notice is not required if:
  - (a) the financial assistance is part of a specific program, and
  - (b) the program's details have been included in the council's draft operational plan for the year in which the financial assistance is proposed to be given, and
  - (c) the program's proposed budget for that year does not exceed 5 per cent of the council's proposed income from the ordinary rates levied for that year, and
  - (d) the program applies uniformly to all persons within the council's area or to a significant group of persons within the area.
- (4) Public notice is also not required if the financial assistance is part of a program of graffiti removal work.

### **Privacy and Personal Information Protection Act 1998 (PIPP Act)**

### Financial implications

In accordance with Section 356 (3)(c) of the Local Government Act, an allocation of \$720,000 was included in the 2019/20 Budget at the April Council Meeting, and no further budget recommendations are required to implement the program.

The program allocation makes up 2.6% of the 2019/20 rating revenue and therefore meets the requirement for a financial assistance program.

The program was promoted, advertised and made available to any business in the Mid-Western Regional LGA.

### Associated Risks

#### **Fraud**

The risk of fraudulent applications has been considered and clear controls have been included in the application process to ensure fraud risks are heavily mitigated. Confirmation of business registration, business location registration and application validity are among those checks.

TRISH ELSEGOOD  
FINANCIAL ACCOUNTANT

28 May 2020

- Attachments:*
1. ADOPTED Interim COVID-19 Financial Assistance Policy - Local Business Booster.
  2. COVID-19 Financial Assistance Program - Local Business Booster - Redacted Submissions.pdf.
  3. LATE ATTACHMENT - Table A.
  4. LATE ATTACHMENT - Table B.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER



## Interim COVID-19 Financial Assistance Policy - Local Business Booster

*A prosperous  
and progressive  
community.*

ADOPTED		REFERENCE	9.12
COUNCIL MEETING MIN NO	166/20	REVIEW DATE	DECEMBER 2020
DATE:	20 MAY 2020	FILE NUMBER	FIN300274

### Objective

The objective of this policy is to:

- Establish a financial assistance program to minimise the impact of the COVID-19 pandemic on the local economy, particularly local businesses that have been most affected;
- establish clear and transparent criteria by which the COVID-19 Financial Assistance Local Business Booster program will be administered, assessed and allocations determined;
- provide guidelines for the submission of applications and assessment process
- ensure financial controls are in place to mitigate the risk of fraudulent claims

### Scope

This policy sets up a program called the Local Business Booster, which applies to local businesses that can evidence that they have been negatively financially impacted by the COVID-19 pandemic.

The purpose of the Local Business Booster is to provide some financial support to businesses that are struggling to meet their immediate operating costs. Although Council is aware that they cannot contribute an amount equivalent to local business losses, Council is aiming to provide some short term relief and have this local cash injection be amplified by continued local spend (by the local boosted business). The aim is to provide support quickly, to assist with the immediate, short term pressure from COVID-19 business restrictions.

In doing so, financial assistance is to be provided in a consistent, equitable and transparent manner.

### Legislative requirements

The Local Business Booster program is governed by the following legislative framework.

The Local Government Act 1993, Section 356, states:

- (1) A council may, in accordance with a resolution of the council, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions.
- (2) A proposed recipient who acts for private gain is not ineligible to be granted financial assistance but must not receive any benefit under this section until at least 28 days' public notice of the council's proposal to pass the necessary resolution has been given.
- (3) However, public notice is not required if:
  - (a) the financial assistance is part of a specific program, and
  - (b) the program's details have been included in the council's draft operational plan for the year in which the financial assistance is proposed to be given, and
  - (c) the program's proposed budget for that year does not exceed 5 per cent of the

- council's proposed income from the ordinary rates levied for that year, and
- (d) the program applies uniformly to all persons within the council's area or to a significant group of persons within the area.
- (4) Public notice is also not required if the financial assistance is part of a program of graffiti removal work.

The Local Government Act 1993, Section 377, states:

- (1) A council may, by resolution, delegate to the general manager or any other person or body (not including another employee of the council) any of the functions of the council, other than the following:
- (q) a decision under section 356 to contribute money or otherwise grant financial assistance to persons,

## Related policies and plans

- Community Grants Program Policy
- Conflict of Interest Policy
- Towards 2030 Community Plan

## Policy

### General Eligibility Criteria

To be eligible for assessment all applicants must:

- Have an active ABN or ACN;
- Have their main business location within the Mid-Western Regional Council Local Government Area (LGA);
- Provide evidence of entitlement to Job Keeper payment (through ATO);
- Have met any previous Mid-Western Regional Council grant acquittal requirements;
- Complete the online application form by the applicable cut-off time and date.

### Grants Management Process

#### APPLICATIONS

All grant applications are to be completed online, accessed from the Mid-Western Regional Council website. If you are unable to access the internet, facilities are available for lodgement at Council's Customer Service locations.

#### ASSESSMENT

All applications received are assessed by a panel of at least three relevant staff members.

The application will be assessed against the eligibility criteria, and evidence will be reviewed and confirmed to ensure the applicant is not fraudulently represented, and that the criteria are met.

**POLICY: INTERIM COVID-19 FINANCIAL ASSISTANCE POLICY - LOCAL BUSINESS BOOSTER 1.0, 20 MAY 2020**

A member of the assessment panel may contact an applicant to ensure the application is genuine, and follow up any required evidence.

**AMOUNT OF FINANCIAL ASSISTANCE**

An approved budget allocation of \$720,000 is in place for this program of Financial Assistance.

The maximum amount of financial assistance to be provided per applicant is \$1,000.

The value of financial assistance may be less than the maximum, dependant on how many applications are received before the close date (of the program). If more than 720 applications are received, the formula for calculation of financial assistance grants is as follows:

$$\frac{\text{Total program budget } (\$720,000)}{\text{Number of Business Booster applicants}}$$

**APPROVAL**

Only Council has authority to approve grants for financial assistance. Council will be provided with a report to consider the assessment panel's recommendations, after applications close, and in line with the below timetable.

**PAYMENTS**

Successful applicants will have the option to receive their payment in one of two ways:

- A cash payment deposited into their Australian bank account (EFT);
- A credit on their Council property account or sundry debtor account. The Council account must be identifiable as belonging to the business – through a matched business name, trading name or partner/director. Evidence should be supplied if the name is not a clear match.

Account credits can be applied against property rates, charges (eg: water, sewer, waste), or fees.

**ACQUITTAL REQUIREMENTS**

This grant is a small cash or account credit booster. No acquittal of funds is required.

**TIMETABLE**

Funding Stage	Date
Applications open online via MWRC website	21st May 2020
Applications close	12th June 2020
Report to Council meeting (month)	17th June 2020
Payments made	By 26th June 2020

\*\*These dates are based on anticipated Council meeting dates, if a Council meeting is moved or cancelled - applications will be submitted at the next available meeting date.

#### TAX IMPLICATIONS

It is the applicants responsibility to pay all taxes, duties and government charges imposed in Australia and internationally in connection with this payment, including GST, if applicable.

#### PRIVACY

Applicants will be required to acknowledge that their personal information collected as a consequence of the Local Business Booster Application will only be used for the purposes of the COVID-19 Financial Assistance Program. There are legal obligations under the Privacy and Personal Information Protection Act 1998 (PPIP Act) which Council must abide by when it collects, stores, uses or discloses personal information.

## Definitions

Term	Meaning
Acquittal	Details on how the grantee administered the grant funds and met the outcomes in the funding application. An acquittal is not required for this financial assistance program.
ABN	Australian Business Number as found on the Australian Business Register.
ACN	Australian Company Number as found on the Australian Securities and Investments Commission register (ASIC).
ATO	Australian Taxation Office
EFT	Electronic Funds Transfer are electronic transfers of money from one bank account to another.
Financial Assistance	Payments given to individuals or organisations which are not commensurate with a reciprocal benefit received by Council.
GST	Has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
JobKeeper Payment	An ATO managed Federal Funding program.  Employers are eligible for the JobKeeper payment if all of the following apply:  ➤ On 1 March 2020, you carried on a business in Australia, or were either:



**POLICY: INTERIM COVID-19 FINANCIAL ASSISTANCE POLICY - LOCAL BUSINESS BOOSTER** 1.0, 20 MAY 2020

	<ul style="list-style-type: none"><li>• a not-for-profit organisation that pursued your objectives principally in Australia, or</li><li>• deductible gift recipient (DGR) endorsed either, as a public fund or for a public fund you operated, under the Overseas Aid Gift Deductibility Scheme (DGR item 9.1.1) or for developed country relief (DGR item 9.1.2)</li></ul> <p>➤ You employed at least one eligible employee on 1 March 2020.</p> <p>➤ Your eligible employees are currently employed by your business for the fortnights you claim for (including those who are stood down or re-hired).</p> <p>➤ Your business has faced either a</p> <ul style="list-style-type: none"><li>• 30% fall in turnover (for an aggregated turnover of \$1 billion or less)</li><li>• 50% fall in turnover (for an aggregated turnover of more than \$1 billion)</li><li>• 15% fall in turnover (for ACNC-registered charities other than universities and schools).</li></ul> <p>➤ Your business is not in one of the ineligible employer categories.</p> <p>Further information can be obtained on the ATO website.</p>
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## Application form

The online application form requires the below information.

### Applicants Details

- Name of organisation
- Contact person
- Registered Business Address
- Phone
- Email
- ABN or ACN
- Bank Account OR
- Council property account or debtor account details

### Evidence

- Evidence of job keeper enrolment
- Evidence of council property account or debtor account link to business (if required)

**From:** [Allan Brindley](#)  
**To:** [Council](#)  
**Subject:** COVID-19 Financial Assistance Program - Local Business Booster  
**Date:** Tuesday, 2 June 2020 10:30:05 PM  
**Attachments:** [Outlook-5lbiurco.jpg](#)

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**Caution: This email originated from outside the organisation.**

I refer to Council's COVID-19 Financial Assistance Program - Local Business Booster Program and associated policy.

While I applaud Council's effort in assisting local businesses that have been affected by the COVID-19 pandemic and the economic effect of the social restrictions that have been and continue to be, in place, I have concerns regarding the method of assessing the eligibility to the Local Business Booster Program and also the privacy concerns in relation to the information that you are requiring business owners to provide to you.

We have assisted many local businesses in enrolling, nominating and claiming the JobKeeper Payment for the months of April and May 2020. In reading your policy document, it states on page 2 that one of the eligibility criteria is that an applicant must "provide evidence of entitlement to Job Keeper (sic) Payment (through ATO)". However, on Page 5 it states that an applicant must provide "Evidence of job keeper (sic) enrolment". For the JobKeeper process, a business may enrol for the JobKeeper Payment with the ATO but may not proceed to make a claim for the JobKeeper Payment. Therefore this would not provide evidence that a business is actually claiming the JobKeeper Payment from the ATO.

A more important concern is in relation to the evidence a business may supply Council that they are claiming the JobKeeper Payment from the ATO. If a business is to supply a copy of the JobKeeper Claim information submitted for a particular fortnight(s), this contains significant personal information, including the JobKeeper entity's name, TFN and DOB (if applicable), the name, DOB and TFN of each eligible employee and also the JobKeeper entity's actual turnover for the month and the projected turnover for the next month, together with their bank account details. I consider this to be highly sensitive information that needs to be dealt with very carefully. Is it Council's right to see a business's employees or the turnover for a business? Frankly, this information is between the ATO and the business and the ATO has systems in place to securely deal with this information. I also consider the provision of this information to Council to be an invasion of a business's privacy.

While your webpage at Item 3 asks applicants to redact personal information, such as Tax File Numbers, there would be a significant proportion of the population that may not have the means or knowledge to undertake redaction on their documents. I also notice that the webpage Council is utilising for the collection of this information is not a secure website. The combination of these factors could potentially lead to significant sensitive information being intercepted. I don't think this would be an outcome that either the business entity or Council would like to see occur. Furthermore, where is this data going to be stored - is it

with an Australian data centre or is it stored on overseas servers?

A possible solution may be for the accountant/registered tax agent of the business entity to provide a letter or statement to the effect that the business entity is currently claiming the JobKeeper Payment, as a third alternative for your required evidence. Many businesses would be going through their accountant for the JobKeeper Payment. As such, the business entity would be required to contact their accountant to either obtain a copy of the claim form or request the required letter. From a privacy viewpoint, in my opinion, it would be far better for a letter to be provided that the JobKeeper claim form.

In terms of the timeframes for applications, I note that a business entity had until 31 May 2020 to enrol for JobKeeper, to be eligible to claim for fortnights 1 through to 4. For some businesses, their eligibility only commenced in May 2020, which means they have until 14 June 2020 in which to lodge their first JobKeeper claim with the ATO. It would be prudent to have your application closure date to coincide with or be after the ATO claim lodgment date.

Also on the Council's application webpage, the wording of Statement 4 is incorrect. I believe that the word "intentionally" should read "internationally".

If you would like to discuss these issues further, do not hesitate to contact me.

Regards



Allan Brindley | Managing Director  
| P: 02 6372 1655 | F: 02 6372 1251 |  
| E: [allan.brindley@brindleys.com.au](mailto:allan.brindley@brindleys.com.au) |  
| W: [www.brindleys.com.au](http://www.brindleys.com.au) |



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**PRIVATE AND CONFIDENTIAL - MIDWESTERN REGIONAL COUNCIL**

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27 May 2020

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



Dear Sir,

**Covid-19 Financial Assistance Program – Local Business Booster**

With reference to the above document on exhibition, I wish to voice my concerns that Council is proposing using ratepayers' money to make cash grants to private businesses having no regard to the difficulties residential ratepayers suffer. There is no need for Council to provide such assistance because the Federal Government is already providing the required assistance to businesses & individuals.

As set out in the document scope "Council is aware that they cannot contribute an amount equivalent to local business losses....." well, I would certainly hope Council is aware because of many reasons including local government has no part to play in private business operations, profits, losses or otherwise – this is the role of Federal & State Governments. Local Government do not have the mechanisms for such purposes & this is not a function of Local Government. "The aim.....to assist with the immediate, short term pressure....." Is a business function that is provided by financial institutions & lenders or in these exceptional times by Federal or State Governments with a myriad of methods – grants, job keeper/seeker, welfare, low & interest free loans, taxation relief, etc.

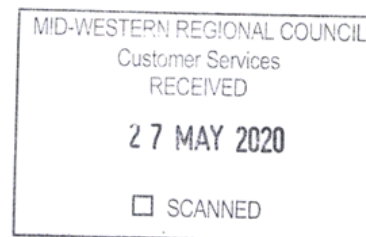
As per the Legislative Requirements, Council has no purpose to exercise its functions by making contributions of money to private businesses to cover private business losses. In our free market system, such a purpose is that of financial institutions – it is NOT a local government function.

I do not wish Council to use my residential rates for the purpose suggested. There are too many other projects & services in the region & towns that ratepayers expect Council to provide with our hard earned rates.

Yours faithfully,



Paul A. Christopherson



**Placeholder for Attachment 3**  
**Post Exhibition - Interim COVID-19 Financial Assistance**  
**Policy - Local Business Booster**  
**LATE ATTACHMENT - Table A**  
**0 Pages**

# Placeholder for Attachment 4

Post Exhibition - Interim COVID-19 Financial Assistance

Policy - Local Business Booster

LATE ATTACHMENT - Table B

0 Pages

## 9.5 Road Closure & Easement Creation Part Faucett Drive

REPORT BY THE REVENUE AND PROPERTY MANAGER  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, P1318811, ROA100007

### RECOMMENDATION

#### That Council:

1. **receive the report by the Revenue and Property Manager on the Road Closure & Easement Creation Part Faucett Drive;**
2. **agree to close that part of Faucett Drive as identified in Attachment 1 to this Report and create the required easements for Right of Carriageway benefitting the allotments having frontage to the proposed road closure land and the easement for services and; progress the road closure in accordance with Part 4 Division 3 Roads Act 1993 and Council's Land Acquisition and Disposal Policy; and**
3. **authorise the General Manager to determine the terms and conditions in relation to the details of granting the required easement for Right of Carriageway benefitting the allotments having frontage to the proposed road closure land and the easement for services and;**
4. **authorise the General Manager to sign all documentation, where necessary, in relation to the processes involved in the proposed closure of that part of Faucett Drive and the creation of the easements as identified in Attachment 1 to this Report; and**
5. **authorise the Mayor to sign any documentation, where additionally required to do so, in relation to the processes involved in the proposed closure of that part of Faucett Drive and the creation of the easements as identified in Attachment 1 to this Report; and**
6. **authorise the Common Seal of Council to be affixed to all documentation, where necessary, in relation to the processes involved in the proposed closure of that part of Faucett Drive and the creation of the easements as identified in Attachment 1 to this Report.**
7. **direct that the proponent of the proposed subdivision on allotment 1 DP1046119 bear the cost for the physical construction of the driveway over the full length of the proposed Right of Carriageway as identified in Attachment 1 to this Report.**

---

### Executive summary

The purpose of this Report is to seek a resolution to progress the road closure and easement creation over that part of Faucett Drive, Mudgee as identified in Attachment 1 to this Report.

The proposed Road closure is to be progressed in accordance with Part 4 Division 3 Roads Act 1993 (the Act) and Council's Land Acquisition and Disposal Policy (the Policy).

## Disclosure of Interest

Nil

## Detailed report

On 16 August 2017, Council resolved to close that part of Faucett Drive (the Road), as indicated in Attachment 1, and create the required easements for Right of Carriageway and services benefitting the allotments having frontage to the Road closure land.

The Road was proposed to be closed as the Rifle Range Road Detention Basin has been constructed on a significant portion of the Road reserve. Easements were to be created over the existing services as well as an easement for Right of Carriageway to facilitate access for those properties who would have benefitted from the Road. Council Minute No. 215/17 and report are appended as Attachments 2 and 3, respectively.

Resolution No 2 of the Minute required the proposed Road closure to be progressed through the authority at the time, being the Department of Industry – Crown Lands. However, when the Crown Land Management Act 2016 commenced in full on 1 July 2018, provisions relating to Crown roads and council public roads in the Act were amended.

As a result, the proposed Road closure must now be progressed and finalised under the new legislation.

Additionally, subsequent to the 16 August 2017 report to Council, the NSW Department of Industry – Crown Lands has advised that it has no objection to the land vesting in Council upon closure of the Road. As such there is no longer an obligation for Council to pay compensation to the Crown in order to acquire the land.

### Road Closing Process

The preliminary actions and documentations required by the Act and the Policy prior to presenting this application to Council for consideration, have been completed. These actions and documentations comprise the Road status being the Plan which created the Road, advertisement of the intention to close the Road in the Mudgee Guardian 21/6/2019 and notification of the proposal to all affected parties and notifiable authorities.

The submission period to receive comments and objections closed on 19/7/2019.

Responses were received from all Notifiable Authorities with no objections. As there were no objections from the Notifiable Authorities, the Act allows the road closure process to proceed.

Responses were received from 2 of the 3 owners of land adjoining the Road. One of these owners objected to the proposed Road closure, concerned that closure of the Road would deny access to land proposed to be developed in the future. A response was forwarded to the owner advising easements for services and Right of Carriageway to facilitate access are to be created to benefit all allotments having frontage to the Road closure land.

No response was received from the owner of land within the immediate vicinity of the Road closure land.

Unlike an objection lodged by a Notifiable Authority, an objection made by an adjoining owner or other person, does not have to be withdrawn before a council is able to progress with the closure of a road. As a recourse, an adjoining owner does have the right to appeal to the Land and Environment Court under s38F of the Act against the closure of a public road by a council.



A record of the preliminary actions, documentation and subsequent responses is appended as Attachments 4 & 5 to this Report.

Should Council wish to consent to the Road closure application, the matter will be progressed through the further formal processes for road closure as stipulated by the Act and the Policy.

## Community Plan implications

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

## Strategic implications

### Council Strategies

Not Applicable

### Council Policies

Land Acquisition and Disposal Policy - consideration of individual circumstances of a road proposed to be closed and easement creation.

### Legislation

Roads Act 1993

## Financial implications

Subsequent to the 16 August 2017 report to Council, the NSW Department of Industry – Crown Lands has advised that it has no objection to the land vesting in Council upon closure of the Road. As such there is no longer an obligation for Council to pay compensation to the Crown in order to own the land.

The proponent of the proposed subdivision on allotment 1 DP1046119 which adjoins the Road closure land, is to bear the cost for the physical construction of the driveway over the full length of the proposed Right of Carriageway. Council's advice dated 9/5/2018 to the proponent regarding same is appended as attachment 6 to this Report.

Providing a Right of Carriageway will replace the outcome of a formed road, which will result in a reduced long term impact on Council as there will be no requirement to maintain the proposed road extension.

## Associated Risks

Not Applicable

DIANE SAWYERS  
REVENUE AND PROPERTY MANAGER

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

31 May 2020

- Attachments:*
1. Plan of proposed Road closure & easement. (separately attached)
  2. Council Minute 215/17. (separately attached)
  3. Report 16/8/2017. (separately attached)
  4. Mudgee Guardian advertisement 21/6/2019. (separately attached)
  5. Road Closure Process - Preliminary Actions & Documentation. (separately attached)
  6. Letter 9/5/2018 to proponent regarding costs. (separately attached)

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## 9.6 Monthly Budget Review - May 2020

REPORT BY THE MANAGER FINANCIAL PLANNING  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, FIN300201

### RECOMMENDATION

#### That Council:

1. receive the report by the Manager Financial Planning on the Monthly Budget Review - May 2020;
2. amend the 2019/20 Budget in accordance with the variations as listed in the Monthly Budget Review attachment to this report; and
3. note that the General Manager used the emergency delegation conveyed to him at 3.1 of his delegation to authorise:
  - 3.1 \$70,000 continuation of the bushfire recovery works at the Upper Turon Road; and
  - 3.2 \$90,000 continuation of the bushfire recovery works at Kerrys Ridge.

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### Executive summary

This report provides Council with information on the progress of the 2019/20 capital works program as at 31 May 2020.

### Disclosure of Interest

Nil

### Detailed report

Over the period of the financial year, Council has an opportunity to review and approve variances to the Budget.

### GENERAL MANAGERS EMERGENCY DELEGATION

Within the March Quarterly Budget Review Statement the budgets for the clean-up works of the Upper Turon Road and Kerrys Ridge Fires were increased to \$675,000 and \$1,950,000 respectively. In order to cover commitments and revised forecast expenditure the General Manager has exercised his delegation to approve additional budget of \$70,000 at Upper Turon and \$95,000 at Kerrys Ridge.

### Community Plan implications

<b>Theme</b>	<b>Good Governance</b>
Goal	An effective and efficient organisation

---

---

Strategy    Prudently manage risks association with all Council activities

---

## Strategic implications

### Council Strategies

Not Applicable

### Council Policies

#### **General Manager's delegation excerpt:**

3. Limitations in this delegation:-

3.1.a To authorise any work at a cost not exceeding \$100,000, which in the General Manager's opinion is necessary to respond to an emergency, community safety issue or potential public liability issue. Any such expenditure must be reported immediately to the Mayor and to the next ordinary meeting of the Council.

3.1.b To authorise any work at a cost not exceeding \$250,000, which in the General Manager's opinion is necessary to respond to a S44 fire event or a declared natural disaster. Any such expenditure must be reported immediately to the Mayor and to the next ordinary meeting of the Council.

### Legislation

Clause 202 of the Local Government (General) Regulation 2005, states that the responsible accounting officer of a Council must:

- a) establish and maintain a system of budgetary control that will enable the council's actual income and expenditure to be monitored each month and to be compared with the estimate of council's income and expenditure, and
- b) if any instance arises where the actual income or expenditure of the council is materially different from its estimated income or expenditure, report the instance to the next meeting of Council.

## Financial implications

Budget Year	Operating Performance Ratio	Own Source Revenue	Building & Infrastructure Renewal
2019/20	✘	✘	✘
Future Years	-	✘	✔

## Associated Risks

Not Applicable

NEIL BUNGATE  
MANAGER FINANCIAL PLANNING

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

1 June 2020

*Attachments:* 1. Monthly Budget Review Attachment - May 2020.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER



*Good  
Government*

# MONTHLY BUDGET REVIEW – 31 MAY 2020

ATTACHMENT 1 – CAPITAL  
PROGRAM UPDATE

17 JUNE 2020

MID-WESTERN REGIONAL COUNCIL  
CORPORATE: FINANCE

■ ■ ■ ■ ■ TOWARDS 2030



## 1. PROPOSED BUDGET VARIATIONS

### SUMMARY

Fund Source	19/20	20/21	Grand Total
<b>General Subtotal</b>	<b>1,347,000</b>	<b>(1,497,000)</b>	<b>(150,000)</b>
Asset Replacement Reserve	294,000	(294,000)	0
Capital Program Reserve	200,000	(200,000)	0
Grant - Library	8,000	(8,000)	0
Grant - Recreation Capital	80,000	(80,000)	0
Grant -Community Service	(2,000)		(2,000)
Other Grant	(65,000)	(100,000)	(165,000)
Other Grant- Capital	250,000	(250,000)	0
Rate Income	1,449,000		1,449,000
Unrestricted Cash	(1,117,000)	(315,000)	(1,432,000)
S94	250,000	(250,000)	0
<b>Water Subtotal</b>	<b>600,000</b>	<b>(600,000)</b>	<b>0</b>
Water Reserve	600,000	(600,000)	0
<b>Grand Total</b>	<b>1,947,000</b>	<b>(2,097,000)</b>	<b>(150,000)</b>

FY20

Community Plan	Fund	Variation	Movement	Expenditure Budget Variation \$	Revenue Funding Source 1	Revenue Funding Source 1 Variation \$	Restricted Funding Source 1	Restricted Funding Source 1 Variation\$	Unrestricted Cash Variation \$
LOOKING AFTER OUR COMMUNITY	General	Bushfire Recovery Community Resilience and Economic Recovery – Defer to 20/21	F	-100,000	Other Grant	100,000			
LOOKING AFTER OUR COMMUNITY	General	Bushfire Recovery Community Welfare-transfer to rate relief program	F	-15,000	Other Grant	15,000			
LOOKING AFTER OUR COMMUNITY	General	Bushfire Recovery Rate Relief- transfer from Community Welfare Program	U	15,000	Other Grant	15,000			
GOOD GOVERNMENT	General	General Purpose Revenue-reduce mining rates	U		Rate Income	1,449,000			-
LOOKING AFTER OUR COMMUNITY	General	Community Services Admin-Digital mentoring for seniors program	C	2,000	Grant -Community Service	2,000			
CONNECTING OUR REGION	General	Bushfire Recovery Kerry Ridge - Allocate additional budget to works on Mt Vincent Rd and Razorback Rd	U	95,000	Other Grant	95,000			
CONNECTING OUR REGION	General	Bushfire Recovery Upper Turon - Allocate additional budget to works on Coricudgy Rd	U	70,000	Other Grant	70,000			
PPROTECTING OUR NATURAL ENVIRONMENT	Water	Water Augmentation - Ulan Rd Extension-Deter part of the budget to 20/21	F	-600,000	Water Reserve	600,000			
LOOKING AFTER OUR COMMUNITY	General	Red Hill Cottage - Deter part of the budget to 20/21	F	-25,000	Asset Replacement Reserve	25,000			
PPROTECTING OUR NATURAL ENVIRONMENT	General	Mudgee Floodplain Management Plant - Allocate additional budget	U	13,000					-
GOOD GOVERNMENT	General	IT Corporate Software - Deter part of the budget to 20/21	F	-200,000	Capital Program Reserve	200,000			13,000
LOOKING AFTER OUR COMMUNITY	General	Mudgee Showground Bore - Project Cancelled	F	-30,000					30,000
LOOKING AFTER OUR COMMUNITY	General	Art Gallery Facility - Deter part of the budget to 20/21	F	-500,000	Other Grant- Capital	250,000	S94	250,000	
BUILDING A STRONG LOCAL ECONOMY	General	Mudgee Valley Park Upgrade - Deter part of the budget to 20/21	F	-80,000	Grant - Recreation Capital	80,000			
GOOD GOVERNMENT	General	Rylstone Council Building - Deter part of the budget to 20/21	F	-30,000	Asset Replacement Reserve	30,000			
GOOD GOVERNMENT	General	Mudgee Stores Building - Deter part of the budget to 20/21	F	-15,000					15,000
GOOD GOVERNMENT	General	Buildings Master Key System - Deter part of the budget to 20/21	F	-150,000	Asset Replacement Reserve	150,000			
LOOKING AFTER OUR COMMUNITY	General	Rylstone Library Branch - Deter part of the budget to 20/21	F	-9,000	Asset Replacement Reserve	9,000			
LOOKING AFTER OUR COMMUNITY	General	Library Special Project - Deter part of the budget to 20/21	F	-8,000	Grant - Library	8,000			
CONNECTING OUR REGION	General	Resheeting - Deter part of the budget to 20/21	F	-300,000					300,000
PROTECTING OUR NATURAL ENVIRONMENT	General	Drainage Capital Improvement - Transfer \$20k to Culvert Installations budget, remaining \$80k deferred to 20/21	F	-100,000	Asset Replacement Reserve	100,000			



CORPORATE: FINANCE | MONTHLY BUDGET REVIEW – MAY 2020

Community Plan	Fund	Variation	Movement	Expenditure Budget Variation \$	Revenue Funding Source 1	Revenue Funding Source 1 Variation \$	Restricted Funding Source 1	Restricted Funding Source 1 Variation\$	Unrestricted Cash Variation \$
PROTECTING OUR NATURAL ENVIRONMENT	General	Culvert Installations - Transfer part of the budget from Drainage Capital Improvement	U	20,000	Asset Replacement Reserve	-		20,000	
<b>Total</b>				<b>-1,947,000</b>		<b>2,814,000</b>		<b>250,000</b>	<b>-1,117,000</b>

FY21

Community Plan	Fund	Variation	Movement	Expenditure Budget Variation \$	Revenue Funding Source 1	Revenue Funding Source 1 Variation \$	Restricted Funding Source 1	Restricted Funding Source 1 Variation\$	Unrestricted Cash Variation \$
GOOD GOVERNMENT	General	Bushfire Recovery Community Resilience and Economic Recovery – Defer to 20/21	U	100,000	Other Grant	-100,000			
PPROTECTING OUR NATURAL ENVIRONMENT	Water	Water Augmentation - Ulan Rd Extension- Deter part of the budget to 20/21	U	600,000	Water Reserve	-600,000			
LOOKING AFTER OUR COMMUNITY	General	Red Hill Cottage - Deter part of the budget to 20/21	U	25,000	Asset Replacement Reserve	-25,000			
GOOD GOVERNMENT	General	IT Corporate Software - Deter part of the budget to 20/21	U	200,000	Capital Program Reserve	-200,000			
LOOKING AFTER OUR COMMUNITY	General	Art Gallery Facility - Deter part of the budget to 20/21	U	500,000	Other Grant- Capital	-250,000	S94	-250,000	
BUILDING A STRONG LOCAL ECONOMY	General	Mudgee Valley Park Upgrade - Deter part of the budget to 20/21	U	80,000	Grant - Recreation Capital	-80,000			
GOOD GOVERNMENT	General	Rylstone Council Building - Deter part of the budget to 20/21	U	30,000	Asset Replacement Reserve	-30,000			
GOOD GOVERNMENT	General	Mudgee Stores Building - Deter part of the budget to 20/21	U	15,000					-15,000
GOOD GOVERNMENT	General	Buildings Master Key System - Deter part of the budget to 20/21	U	150,000	Asset Replacement Reserve	-150,000			
LOOKING AFTER OUR COMMUNITY	General	Rylstone Library Branch - Deter part of the budget to 20/21	U	9,000	Asset Replacement Reserve	-9,000			
LOOKING AFTER OUR COMMUNITY	General	Library Special Project - Deter part of the budget to 20/21	U	8,000	Grant - Library	-8,000			
CONNECTING OUR REGION	General	Resheeting - Deter part of the budget to 20/21	U	300,000					-300,000
PROTECTING OUR NATURAL ENVIRONMENT	General	Drainage Capital Improvement - Deter part of the budget to 20/21	U	80,000	Asset Replacement Reserve	-80,000			
<b>Total</b>				<b>2,097,000</b>		<b>-1,532,000</b>		<b>-250,000</b>	<b>-315,000</b>

**2. CAPITAL WORKS PROGRAM**

Summary of capital works program as at 31 May 2020.

**29.8 M**

Actual YTD

**217**

Capital Projects

**73%**

Budget Spent

**115**

Capital Projects  
Completed

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
<b>Looking after our Community</b>							
RURAL FIRE SERVICE - LARGE WATER TANKS	250	0	250	1	0%	156	Construction
MUDGEES POUND - CAGE REPAIRS	1	0	1	0	41%	0	Consultation
COMM. TRANSPORT- VEHICLE PURCHASE	123	0	123	123	100%	0	Complete
AGED CARE UNITS - CAP -COOYAL/ANDERSON ST GULGONG	9	0	9	6	69%	0	Complete
CAPITAL -DENISON STREET UNITS	11	0	11	12	103%	0	Complete
CEMETERY CAPITAL PROGRAM	24	0	24	17	72%	0	Construction
GULGONG CEMETERY EXTENSION	25	0	25	14	57%	0	Final works
MUDGEES LAWN CEMETERY EXTENSION	60	0	60	31	52%	0	Final works
PUBLIC TOILETS - VICTORIA PARK GULGONG SHOWERS	8	0	8	8	100%	0	Complete
LIBRARY BOOKS	91	0	91	80	88%	0	Construction
RYLSTONE LIBRARY BRANCH	11	(9)	2	0	0%	1	Construction
MUDGEES LIBRARY TECHNOLOGY FIT-OUT	49	0	49	48	97%	0	Complete
PAINTING - TOWN HALL	100	0	100	77	77%	0	Complete
RYLSTONE HALL PAINTING	52	0	52	2	4%	15	Initial works
GUIDES BUILDING - RYLSTONE	0	0	0	0	56%	0	Project Scope
GULGONG HALL	30	0	30	10	34%	0	Complete
RED HILL COTTAGE	30	(25)	5	4	83%	0	Initial works
KANDOS LIBRARY & HALL	28	0	28	3	12%	0	Complete
GULGONG POOL MATTS	28	0	28	25	88%	0	Complete
GULGONG POOL FILTER REPLACEMENT	25	0	25	0	0%	25	Complete
MUDGEES POOL ROOF	51	0	51	9	18%	35	Final works
MUDGEES POOL DIVING BOARD SHADE	18	0	18	19	101%	0	Complete
MUDGEES SHOWGROUNDS - BORE	30	(30)	0	2	0%	0	Project Scope

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
MUDGEES SHOWGROUNDS - REDEVELOPMENT	50	0	50	1	1%	0	Design
GLEN WILLOW SPORTS GROUND UPGRADES	3,000	(500)	2,500	1,952	78%	257	Construction
WARATAH PARK FENCING	15	0	15	15	99%	0	Complete
GLEN WILLOW PLAYER SEATING	35	0	35	32	92%	0	Complete
GLEN WILLOW SCOREBOARD	270	0	270	269	100%	0	Complete
GLEN WILLOW CRICKET NETS	47	0	47	47	100%	0	Complete
MUDGEES SKATE PARK	7	0	7	7	99%	0	Complete
MUDGEES SHOWGROUNDS - AMENITIES	219	0	219	219	100%	0	Complete
BILLY DUNN FENCE UPGRADE	9	0	9	9	99%	0	Complete
VICTORIA PARK GULGONG - LIGHTING CAP UPGRADE	275	0	275	18	7%	542	Initial works
WARATAH PARK SCOREBOARD & DISCUS NETS	109	0	109	109	100%	0	Complete
IRRIGATION RYLSTONE SHOWGROUND	2	0	2	1	52%	0	Complete
RYLSTONE SHOWGROUND CAPITAL	15	0	15	14	99%	0	Complete
PASSIVE PARKS - LANDSCAPING IMPROVEMENTS	6	0	6	6	106%	0	Complete
LAWSON PARK WATER BUBBLERS	20	0	20	14	70%	0	Final works
SCULPTURES ACROSS THE REGION	36	0	36	27	76%	0	Final works
BLACKMAN PARK FENCE	9	0	9	9	99%	0	Complete
BELLEVUE PLAYGROUND REPLACEMENT	54	0	54	11	20%	41	Complete
ANZAC PARK GULGONG UPGRADES	3	0	3	3	100%	0	Complete
MUDGEES OUTDOOR WATER PARK	40	0	40	40	99%	0	Complete
DISTRICT ADVENTURE PLAYGROUND	110	0	110	109	99%	0	Complete
PLAYGROUND EQUIPMENT - WHEELCHAIR ACCESSIBLE SWING	50	0	50	19	39%	23	Final works
PITTS LANE - LIGHTING *	51	0	51	50	99%	0	Complete
RYLSTONE RIVERBANK PICNIC TABLES	7	0	7	7	103%	0	Complete
BLACKMAN PARK DIVIDING FENCE	4	0	4	4	103%	0	Complete
PLAYGROUND EQUIPMENT - GOOLMA	23	0	23	23	100%	0	Complete
SHELTERED SEATING AREAS ROTARY PARK KANDOS	8	0	8	8	100%	0	Complete

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
ROTARY PARK KANDOS	17	0	17	15	89%	0	Complete
LIONS PARK MUDGEE	129	0	129	129	100%	0	Complete
ADVENTURE PLAYGROUND SECURITY	11	0	11	11	100%	0	Complete
FLIRTATION HILL MUDGEE SAFETY IMPROVEMENTS	20	0	20	15	76%	2	Final works
ART GALLERY FACILITY	1,000	(500)	500	375	75%	41	Initial works
STREETSCAPE - CBD INFRASTRUCTURE	40	0	40	14	36%	0	Procurement
<b>Total</b>	<b>6,742</b>	<b>(1,064)</b>	<b>5,678</b>	<b>4,072</b>	<b>72%</b>	<b>1,138</b>	

## Protecting our Natural Environment

RURAL WASTE DEPOT UPGRADES	160	0	160	41	25%	71	Final works
MUDGEE WASTE DEPOT UPGRADES	12	0	12	6	48%	5	Initial works
NEW TIP CONSTRUCTION	150	0	150	72	48%	78	Final works
NEW RECYCLING BINS	65	0	65	0	0%	58	Procurement
WASTE SITES REHABILITATION	30	0	30	5	17%	0	Initial works
RECYCLING PLANT UPGRADES	60	0	60	50	84%	12	Final works
LEACHATE POND ENLARGEMENT	45	0	45	17	37%	14	Procurement
KANDOS WTS OFFICE REPLACEMENT	5	0	5	0	0%	2	Design
GULGONG WTS OFFICE REPLACEMENT	4	0	4	0	0%	0	Design
SEDIMENT POND AND PAPER BLOW FENCING	34	0	34	22	67%	0	Final works
LANDFILL GPS FILL & GRADE CONTROL	60	0	60	56	94%	0	Complete
DRAINAGE CAPITAL IMPROVEMENTS	171	(100)	71	9	13%	0	Construction
CAUSEWAY IMPROVEMENTS	0	0	0	0	0%	0	Budget only
LAWSON PARK WEST PIPE EXTENSION	15	0	15	15	98%	0	Complete
MUDGEE FLOOD STUDY & FLOODPLAIN MANAGEMENT PLAN	155	13	168	42	25%	7	Final works

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
LAWSON PARK CULVERT REPLACEMENT	144	0	144	144	100%	0	Complete
COX ST INLET PIT	10	0	10	2	25%	0	Initial works
EARTH CHANNEL ENLARGEMENT WORKS	98	0	98	8	8%	0	Construction
CAUSEWAY IMPROVEMENT - PYRAMUL ROAD	17	0	17	16	100%	0	Complete
PIT MODIFICATIONS – VARIOUS LOCATIONS	20	0	20	0	0%	0	Initial works
CAUSEWAY - BUCKAROO LANE	30	0	30	30	100%	0	Complete
CAUSEWAY - SCHOOL LANE	28	0	28	28	100%	0	Complete
PUTTA BUCCA WETLANDS CAPITAL	36	0	36	35	97%	0	Complete-awaiting invoices
PUTTA BUCCA WETLANDS EXTENSION	15	0	15	5	33%	2	Final works
WATER NEW CONNECTIONS	120	0	120	110	92%	0	Construction
WATER AUGMENTATION - MUDGEES HEADWORKS	310	0	310	310	100%	128	Procurement
WATER AUGMENTATION - ULAN RD EXTENSION	639	(600)	39	14	36%	0	Construction
WATER AUGMENTATION - RYLSTONE & KANDOS	22	0	22	22	100%	0	Complete
WATER TELEMTRY	15	0	15	15	100%	2	Procurement
WATER MAINS - CAPITAL BUDGET ONLY	0	0	0	0	0%	0	Budget only
WATER MAINS - HERBERT ST STATION TO QUEEN	43	0	43	43	101%	0	Complete
WATER MAINS - WHITE ST GULGONG	64	0	64	65	101%	0	Complete
WATER MAINS - BELMORE STREET	82	0	82	82	100%	0	Complete
WATER MAINS - BULGA STREET	42	0	42	35	83%	0	Complete
WATER MAINS - LOWE STREET	24	0	24	6	27%	1	Construction
WATER MAINS - BOWMAN STREET	80	0	80	30	38%	1	Complete-awaiting invoices
WATER MAINS - BAYLY STREET	179	0	179	184	103%	0	Complete
WATER MAINS - MOONLIGHT STREET	59	0	59	0	0%	7	Initial works
MUDGEES WTP AIRCONDITIONING	9	0	9	8	99%	0	Complete
WATER TREATMENT RYLSTONE UPGRADES	50	0	50	6	13%	38	Procurement
WATER TREATMENT PLANT GULGONG WTP PROCESS IMPROVEMENTS	37	0	37	36	97%	0	Complete
WATER METER REPLACEMENT	1,548	0	1,548	1,125	73%	24	Construction

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
RAW WATER SYSTEMS - MUDGEE AND GULGONG DISINFECTION UPGRADES	22	0	22	0	0%	19	Design
SEWER NEW CONNECTIONS	22	0	22	14	62%	0	Construction
SEWER TELEMETRY	19	0	19	18	95%	0	Complete
SEWER AUGMENTATION - CHARBON	1,298	0	1,298	1,296	100%	0	Construction
RISING MAIN ULAN RD TO PUTTA BUCCA	3	0	3	3	100%	0	Design
SEWER PUMP STATION - CAPITAL RENEWALS	6	0	6	8	137%	6	Design
SEWER PUMP STATION - GLEN WILLOW	20	0	20	8	40%	0	Construction
MUDGEE STP SLUDGE DEWATERING IMPROVEMENTS	35	0	35	27	76%	9	Final works
<b>Total</b>	<b>6,110</b>	<b>(687)</b>	<b>5,423</b>	<b>4,069</b>	<b>75%</b>	<b>484</b>	

### Building a Strong Local Economy

CUDGEGONG WATERS CARAVAN PARK	329	0	329	329	100%	0	Complete
RYLSTONE CARAVAN PARK - CAPITAL	100	0	100	51	51%	0	Complete
RIVERSIDE CARAVAN PARK FIRE SERVICES	30	0	30	15	50%	6	Initial works
MUDGEE VALLEY PARK UPGRADE	200	(80)	120	105	87%	0	Design
ENTRANCE SIGNAGE PROJECT	10	0	10	8	76%	0	Construction
WISHING WELL - CHERRY TREE HILL	20	0	20	0	0%	0	Project Scope
SALEYARDS - POST AND RAIL REPLACEMENT	10	0	10	5	48%	0	Construction
SALEYARDS CANTEEN	34	0	34	34	99%	0	Complete
PROPERTY - MUDGEE AIRPORT SUBDIVISION	13	0	13	12	98%	0	Construction
PROPERTY - EX SALEYARDS STAGE I	1,650	0	1,650	1,184	72%	36	Complete
RYLSTONE KANDOS PRESCHOOL EXTENSION	519	0	519	507	98%	20	Complete
COMMERCIAL PROPERTY PURCHASE	2,800	0	2,800	2,793	100%	0	Complete
<b>Total</b>	<b>5,715</b>	<b>(80)</b>	<b>5,635</b>	<b>5,041</b>	<b>89%</b>	<b>61</b>	

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
<b>Connecting our Region</b>							
RESEAL - ROBERTSON RD SEG 10	29	0	29	0	1%	13	Complete-awaiting invoices
RESEAL - MAIN AND SHORT ST ULAN	3	0	3	2	73%	0	Complete-awaiting invoices
RESEAL - MANN ST SEG 20	3	0	3	3	87%	0	Complete
RESEAL - ROBINSON ST SEG 10 - 50	9	0	9	9	99%	0	Complete
RESEAL - DANGAR SEG 10, 40 AND NOYES ST SEG 10 - 20	25	0	25	23	91%	0	Complete
RESEAL - HILL SIXTY DR AND BRUCE RD PART SEG 50	14	0	14	14	98%	0	Complete
RESEAL - DENISON ST SEG 10, 20, 40, 70 - 110	195	0	195	62	32%	0	Complete-awaiting invoices
URBAN RESEALS - HERBERT STREET SEG 40 & 50	7	0	7	6	92%	0	Complete
URBAN RESEALS - HERBERT STREET SEG 90 - 120,150	34	0	34	23	69%	0	Complete
URBAN ROADS KERB & GUTTER CAPITAL	30	0	30	29	100%	0	Complete
URBAN HEAVY PATCHING	25	0	25	23	92%	0	Complete
URBAN REHAB - INDUSTRIAL AVE GULGONG	61	0	61	61	100%	0	Complete
URBAN REHAB - ANGUS AVE KANDOS	95	0	95	80	84%	2	Complete
DISABLED ACCESS IGA KANDOS	38	0	38	29	77%	7	Complete
MULTIPLE PEDESTRIAN REFUGES & BUILDOUTS	100	0	100	30	30%	0	Construction
RESHEETING - URBAN ROADS	15	0	15	1	7%	0	Construction
URBAN ROAD -BUS ACCESS TO REDHILL	27	0	27	27	99%	0	Complete
REHAB - WOODSIDE CLOSE SEG 10	11	0	11	11	98%	0	Complete
SEAL SHORT ST GULGONG	32	0	32	19	59%	0	Complete-awaiting invoices
REHAB - HALL ST SEG 10	20	0	20	19	94%	0	Complete
REHAB - STANLEY ST SEG 10	16	0	16	16	98%	0	Complete
REHAB - SAVILLE ROW SEG 10	32	0	32	31	94%	0	Complete
URBAN ROADS LAND MATTERS CAPITAL	7	0	7	2	31%	0	Initial works
GUTTERING BYLONG VALLEY WAY KANDOS	63	0	63	63	99%	0	Complete
RESEAL - BARNEYS REEF RD SEG 60, 100 - 120	150	0	150	145	97%	0	Complete
RESEAL - CANADIAN LEAD RD SEG 10	15	0	15	14	94%	0	Complete



\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
RESEAL - GLEN ALICE RD SEG 50, 110 - 120	87	0	87	87	100%	0	Complete
RESEAL - KURTZ LN SEG 10	8	0	8	7	83%	0	Complete
RESEAL - SPRING CREEK RD SEG 80 - 150	237	0	237	237	100%	0	Complete
RESEAL - WINDEYER RD SEG 120 - 130	38	0	38	37	98%	0	Complete
RESEAL - MOUNT VINCENT RD SEG 10 - 30, 90, 117	111	0	111	110	99%	0	Complete
RESEAL - SPRING CREEK ROAD SEG 10-50	180	0	180	155	86%	0	Complete-awaiting invoices
RESEAL - COXS CREEK ROAD SEG 30-40	61	0	61	61	100%	0	Complete
RESEAL - RIDGE ROAD SEG 20-50, 70-80,100	173	0	173	153	88%	0	Complete
RURAL REHAB - CUDGEGONG RD SEG 60 TO 70	62	0	62	62	101%	0	Complete
REHAB - LUE RD SEG 50 -80	248	0	248	253	102%	(1)	Complete
REHAB - HENRY LAWSON DR SEG 210	220	0	220	220	100%	0	Complete
REHAB - RIDGE RD SEG 90	162	0	162	162	100%	0	Complete
REALIGNMENT - ULAN WOLLAR RD	5	0	5	0	0%	5	Complete
HEAVY PATCHING	45	0	45	9	20%	0	Construction
CUDGEGONG ROAD GUARDRAIL	46	0	46	45	98%	0	Complete
ULAN WOLLAR ROAD - STAGE 1	2,081	0	2,081	2,043	98%	0	Complete
ULAN WOLLAR ROAD - STAGE 3A	1,030	0	1,030	615	60%	197	Construction
ULAN WOLLAR ROAD - MOOLARBEN INTERSECTION	340	0	340	81	24%	7	Construction
REHAB - LUE RD SEG 100 TO 110	775	0	775	240	31%	64	Construction
ULAN WOLLAR ROAD - WILPINJONG CARPARK	163	0	163	0	0%	0	#N/A
RURAL SEALED ROAD LAND MATTERS	12	0	12	8	66%	0	Final works
REHAB BYLONG VALLEY WAY SEG 1030,1035,1050,1055	845	0	845	423	50%	188	Construction
RURAL SEALED REGIONAL ROAD REPAIR PROGRAM *	912	0	912	477	52%	3	Construction
ULAN AND WOLLAR ROAD UPGRADES	83	0	83	70	84%	0	Complete-awaiting invoices
MUNGHORN GAP REALIGNMENT & UPGRADE	1,375	0	1,375	890	65%	352	Construction
HILL END ROAD SAFETY IMPROVEMENTS	1,140	0	1,140	624	55%	145	Construction
BVW UPGRADE RNSW 2080	1,381	0	1,381	715	52%	23	Construction

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
BVW UPGRADE SEG 2250	50	0	50	49	99%	0	Complete
RURAL SEALED REGIONAL ROAD LAND MATTERS CAPITAL	9	0	9	1	7%	0	Consultation
RAZORBACK RD PASSING BAYS	32	0	32	31	98%	0	Complete
WIDEN AND SEAL MT VINCENT ROAD HILL	200	0	200	68	34%	0	Construction
SEAL EXTENSION - SPRING FLAT SOUTH LANE	191	0	191	190	100%	0	Complete
SEAL EXTENSION - BYRNES LANE	18	0	18	0	0%	0	Construction
RESHEETING	1,852	(300)	1,552	1,089	70%	36	Construction
SEAL EXTENSION - BURRUNDULLA RD	57	0	57	19	34%	0	Construction
SEAL EXTENSION - PYRAMUL RD	400	0	400	145	36%	7	Construction
UNSEALED ROADS LAND MATTERS CAPITAL	11	0	11	5	43%	11	Final works
SEAL EXTENSION - WOLLAR ROAD	3	0	3	3	100%	9	Complete
WOLLAR RD - STAGE 1 RECTIFICATION (CORTINA)	6	0	6	0	0%	0	Complete
WOLLAR RD - STAGE 5	500	0	500	463	93%	5	Final works
WOLLAR RD - STAGE 2 DEFECTS	9	0	9	9	100%	0	Initial works
DIXONS LONG POINT CROSSING - UPGRADE PLAN	340	0	340	91	27%	342	Construction
REGIONAL ROAD BRIDGE CAPITAL	58	0	58	0	0%	20	Procurement
ULAN ROAD - REHABS, WIDENING AND CONFORMING RESEALS - BUDGET	23	0	23	23	99%	0	Construction
ULAN ROAD - REHAB GEORGE CAMPBELL DRIVE TO BUCKAROO LANE	600	0	600	594	99%	2	Construction
ULAN ROAD - RESEAL MUD HUT CREEK INTERSECTION	42	0	42	42	99%	0	Complete
ULAN ROAD - MOGGS LN TO WOLLAR RD	115	0	115	115	100%	0	Complete
FOOTWAYS - CAPITAL WORKS	87	0	87	33	38%	0	Construction
PEDESTRIAN - PUTTA BUCCA WALKWAY	30	0	30	0	0%	0	Construction
PEDESTRIAN BRIDGE RYLSTONE	716	0	716	715	100%	0	Construction
FOOTPATH - WINTER STREET TO WALKING TRACK	27	0	27	0	0%	0	Procurement
PUTTA BUCCA ECO TRAIL	374	0	374	28	7%	166	Construction
MUDGEES SHARED CYCLEWAY/WALKING LOOP	598	0	598	142	24%	433	Construction

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
RYLSTONE PATHWAY CONCRETING	84	0	84	85	102%	0	Complete
FOOTPATH - ROBERTSON STREET	14	0	14	0	0%	0	Procurement
AIRPORT - EXTENSION OF WATER & SEWER SERVICES	25	0	25	4	17%	1	
AIRPORT SUBDIVISION COMMUNICATIONS	111	0	111	101	91%	0	Construction
CARPARK - RED HILL RESERVE	9	0	9	9	97%	0	Complete
MUDGEES POOL CARPARK	45	0	45	30	66%	0	Complete-awaiting invoices
<b>Total</b>	<b>19,510</b>	<b>(300)</b>	<b>19,210</b>	<b>12,609</b>	<b>66%</b>	<b>2,036</b>	

## Good Government

MUDGEES ADMINISTRATION BUILDING UPGRADE	4	0	4	4	96%	0	Complete
RYLSTONE COUNCIL BUILDING	168	(30)	138	78	56%	77	Construction
MUDGEES STORES BUILDING	18	(15)	3	1	21%	2	Design
OLD POLICE STATION CAPITAL	7	0	7	5	69%	0	Initial works
OPERATIONS ADMIN CAPITAL	10	0	10	10	95%	0	Complete
CARMEL CROAN BUILDING CAPITAL	30	0	30	28	95%	0	Complete
BUILDINGS MASTER KEY SYSTEM	150	(150)	0	2	0%	0	Consultation
DOURO ST REFURBISHMENT	13	0	13	15	112%	0	Complete
IT SPECIAL PROJECTS	45	0	45	47	103%	0	Complete
IT NETWORK UPGRADES	176	0	176	176	100%	0	Complete
IT CORPORATE SOFTWARE	285	(200)	85	17	20%	0	Consultation
PLANT PURCHASES	4,237	0	4,237	3,463	82%	641	Construction
MUDGEES DEPOT WASHBAY	130	0	130	129	100%	0	Complete
RYLSTONE DEPOT WASHBAY	10	0	10	10	100%	0	Deferred/Cancelled
SOLAR FARM INITIATIVE	100	0	100	22	22%	20	Design
REPLACE DEPOT FUEL BOWSERS	12	0	12	12	98%	0	Complete
RYLSTONE DEPOT SEALING	50	0	50	0	0%	0	Design
WORKSHOP FIRE EXIT	40	0	40	4	9%	25	Construction

\$'000	Current Annual Budget	Proposed Variations	Proposed Annual Budget	Actual YTD	Actual YTD/ Proposed Annual Budget	Commitments	Project Status
<b>Total</b>	5,485	(395)	5,090	4,021	79%	764	
<b>Total Capital Works Program</b>	<b>43,562</b>	<b>(2,526)</b>	<b>41,036</b>	<b>29,813</b>	<b>73%</b>	<b>4,483</b>	

<u>Status</u>	<u>Description</u>
Consultation	Engaging with stakeholders for ideas and to determine viability and direction for the project.
Project Scope	Initial concept, business case and project plan development.
Design	Initial and detailed design.
Procurement	Tendering, sourcing quotes or suppliers.
Initial works	Early stages of project delivery.
Construction	Major project activities are in progress.
Final works	Project is in final stages of completion or awaiting minor items.
Complete, awaiting invoices	Project work is complete. Waiting on invoices from suppliers for financial completion.
Complete	Project work is complete and all costs have been allocated.
Deferred/Cancelled	Project is no longer in current year's program
Budget only	Project for budget purposes only. Fully allocated out to projects.

## 9.7 Classification of Land - Lot 69 DP1262954 Drainage Reserve at 21 Steel Drive Spring Flat, Mudgee

REPORT BY THE PROPERTY OFFICER  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, P25884

### RECOMMENDATION

#### That Council:

1. **receive the report by the Property Officer on the Classification of Land - Lot 69 DP 1262954 Drainage Reserve at 21 Steel Drive Spring Flat, Mudgee;**
2. **give public notice of a proposed resolution to classify Lot 69 DP1262954 as Operational Land in accordance with Chapter 6, Part 2, Division 1 Local Government Act 1993 (the Act); and**
3. **receive a further report after the public notice exhibition period to consider any submissions and deal with the next steps in the classification process as required by the Act.**

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### Executive summary

This report seeks to commence the process for classification of Lot 69 DP1262954 being land vested in the ownership of Mid-Western Regional Council located at 21 Steel Drive, Spring Flat for the purposes of a drainage reserve, as Operational land.

### Disclosure of Interest

Nil

### Detailed report

In accordance with the Local Government Act 1993 (LGA), all public land must be classified as either "Community" or "Operational" land. The purpose of classification is to identify clearly that land which should be kept for use by the general public (Community land) and that land which need not (Operational land).

Community land would ordinarily incorporate land such as a public park, reserve or sporting grounds. The use and management Community Land is to be regulated by a Plan of Management.

Community land must not be sold (except in limited circumstances referred to in the Act). Community Land must not be leased or licenced for more than 21 years and may only be leased / licensed for more than 5 years if public notice of the proposed lease or licence is given. In the event that an objection is made to the proposed lease/licence, the Minister's consent is required. These restrictions do not apply to Operational Land.

Operational Land would comprise land held as an asset, land which facilitates a council carrying out its functions or is land that may not be open to the public, such as in this case, where the land parcels are required for drainage purposes.

Any land acquired by a Council that is not classified under the Act S31 i.e. resolved by Council at the end of 3 months, is taken to have been classified as Community land.

### *31 Classification of land acquired after 1 July 1993*

*(2) Before a Council acquires land, or within 3 months after it acquires land, a Council may resolve (in accordance with this Part) that the land be classified as community land or operational land.*

To commence the process for the classification of the land parcel, Council must resolve to classify the land parcel as Operational land and its intention must be advertised for a period of 28 days during which time written submissions to the proposed classification will be accepted. Upon completion of this process, a further report will be presented to Council on the outcomes of the exhibition and the next steps in the classification process as required by the Act.

## Community Plan implications

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

## Strategic implications

### **Council Strategies**

Not Applicable

### **Council Policies**

Not Applicable

### **Legislation**

Chapter 6, Part 2, Division 1 of the Local Government Act 1993, directs that all public land must be classified as either Community or Operational land

## Financial implications

Not Applicable

## Associated Risks

Any land acquired by a Council that is not classified under the Act i.e. resolved by Council at the end of 3 months, is taken to have been classified as Community land.

The drainage reserve was dedicated to Council on 19 May 2020 and will be classified as Operational land within the stipulated timeframe.

LILIAN MUTYIRI  
PROPERTY OFFICER

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

2 June 2020

*Attachments:* 1. Drainage Reserve marked by a red boundary and indicated as A.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

M.G.A. COORDINATE SCHEDULE

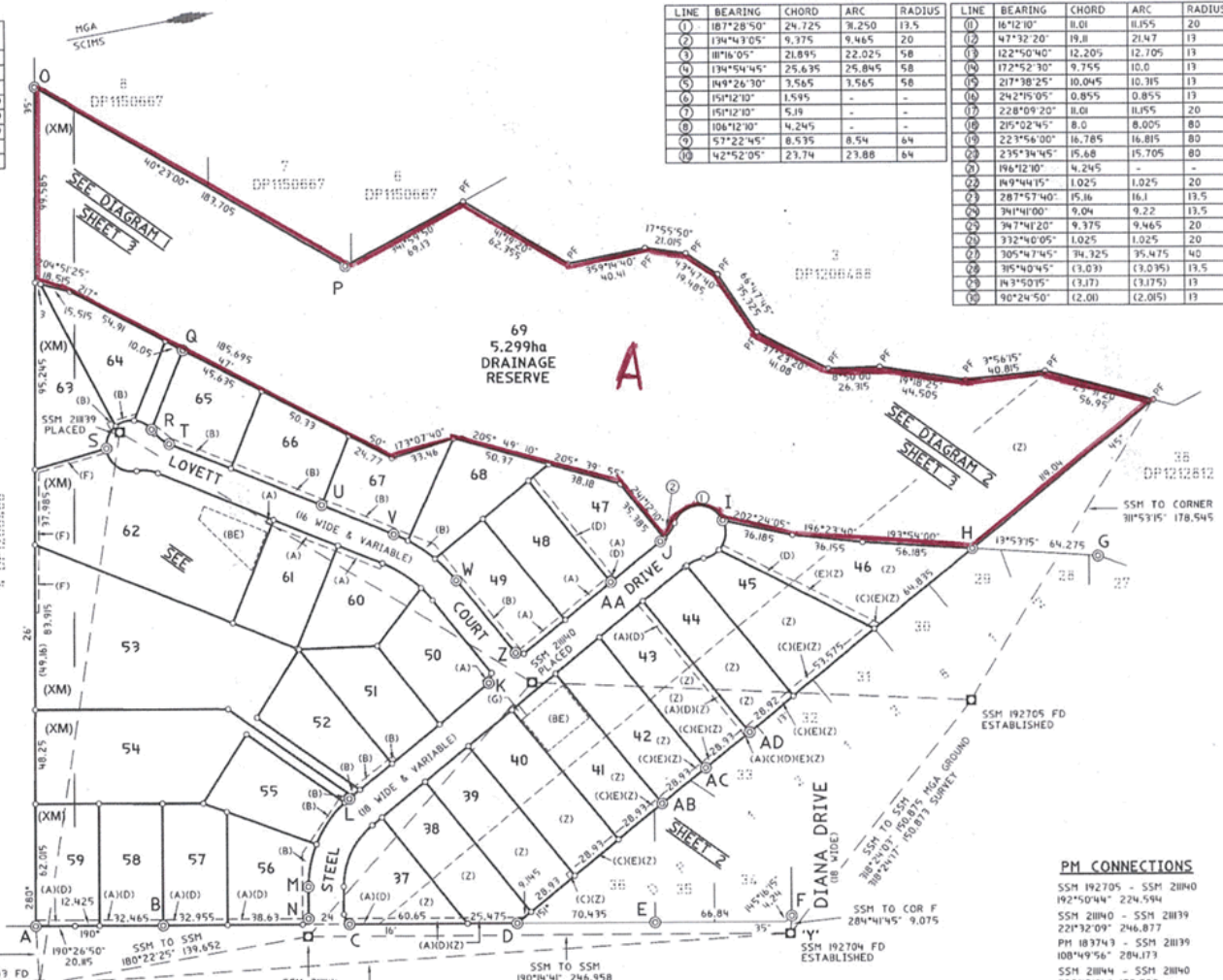
Table with columns: MARK, MGA COORDINATES (EASTING, NORTHING), CLASS, PU, METHOD, STATE. Lists survey points from PM 189743 to SSM 21844.

REFERENCE TO CORNERS

Table with columns: CORNER, BEARING, DISTANCE, FROM, ORIGIN. Lists 28 corners (A to AD) with their respective bearings and distances.

SCHEDULE OF SHORT & CURVED LINES

Table with columns: LINE, BEARING, CHORD, ARC, RADIUS. Lists 28 lines (1 to 28) with their respective bearings, chord lengths, arc lengths, and radii.



(XM) LAND EXCLUDE(S) MINERALS - SEE CROWN GRANT(S)

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
(B) EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE
(BE) RESTRICTION ON THE USE OF LAND (No. 8)
(C) EASEMENT TO DRAIN SEWAGE 3.5 WIDE
(D) EASEMENT TO DRAIN WATER 3 WIDE
(E) EASEMENT TO DRAIN WATER 3.5 WIDE
(F) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
(G) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
(Z) EASEMENT FOR TRANSMISSION LINES 4.5 WIDE (VIDE P3538B)
PF DENOTES PEG FOUND

PM CONNECTIONS
SSM 192705 - SSM 21840
192\*50'44" 224.594
SSM 21840 - SSM 21839
221\*32'09" 246.877
PM 189743 - SSM 21839
108\*49'56" 284.173
SSM 21844 - SSM 21840
122\*12'04" 173.228

Box:e-DeX /Doc:DP 1262954 P /Rev:19-May-2020 /NSW LRS /Pgs:ALL /Prt:20-May-2020 01:11 /Seq:1 of 7
Office of the Registrar-General /Src:PORTAL /Ref:Supplied For Your Internal Use Only

Surveyor: DANIEL KURZAWA
Date of Survey: 14/02/2020
Surveyor's Reference: 9-350
PLAN OF SUBDIVISION OF LOT 37 IN DP 1212812
LGA: MID-WESTERN REGIONAL
Locality: SPRING FLAT
Subdivision No: SC041/2020
Lengths are in metres. Reduction Ratio 1 : 1500
Registered 19.5.2020
DP1262954

Table with columns: 10, 20, 30, 40, 50, 60, 70, 80, 90, 100. Title: Table of mm.



## 9.8 Monthly Statement of Investment and Bank Balances as at 31 May 2020

REPORT BY THE MANAGER FINANCIAL PLANNING  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, 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 May 2020; and**
2. **note the certification of the Responsible Accounting Officer.**

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### 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

The attachment to this report provides information on the performance of the portfolio and provides a register of all investments held as at 31 May 2020.

### Community Plan implications

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

#### Council Strategies

Not applicable.

#### Council Policies

Council's Investments Policy requires a written report each month setting out the entire investment portfolio.

#### Legislation

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.

### Financial implications

Not applicable.

### Associated Risks

Not applicable.

NEIL BUNGATE  
MANAGER FINANCIAL PLANNING

LEONIE JOHNSON  
CHIEF FINANCIAL OFFICER

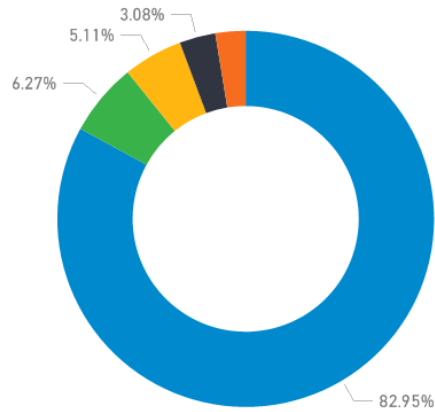
3 June 2020

*Attachments:* 1. Investment Report May 2020.

### APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

Investments by Type

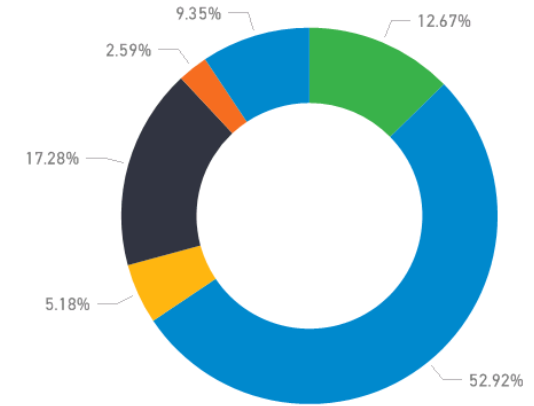


## Mid-Western Regional Council Cash and Investments as at 31 May 2020

Total Investment Portfolio

**86.80M**

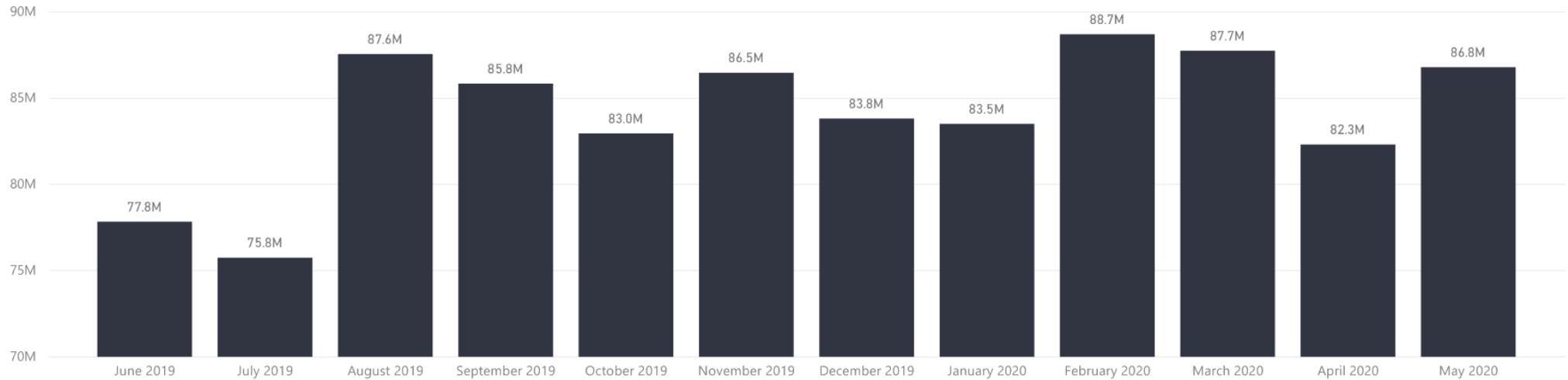
Investments by Long Term Rating



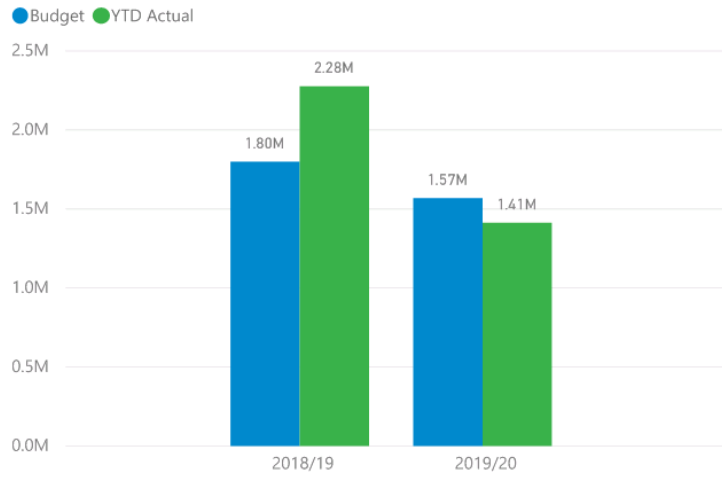
● Term Deposit 
 ● TCorp - MTG Fund 
 ● At Call 
 ● TCorp - LTG Fund 
 ● TCorp - Cash Fund

● A+ to A- 
 ● AAA to AA- 
 ● BBB 
 ● BBB+ 
 ● Tcorp Hour-Glass Cash 
 ● TCorp Hour-Glas...

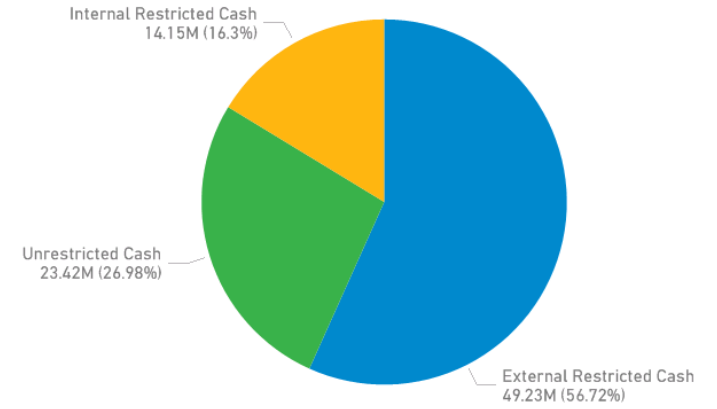
Portfolio Balance at End of Month



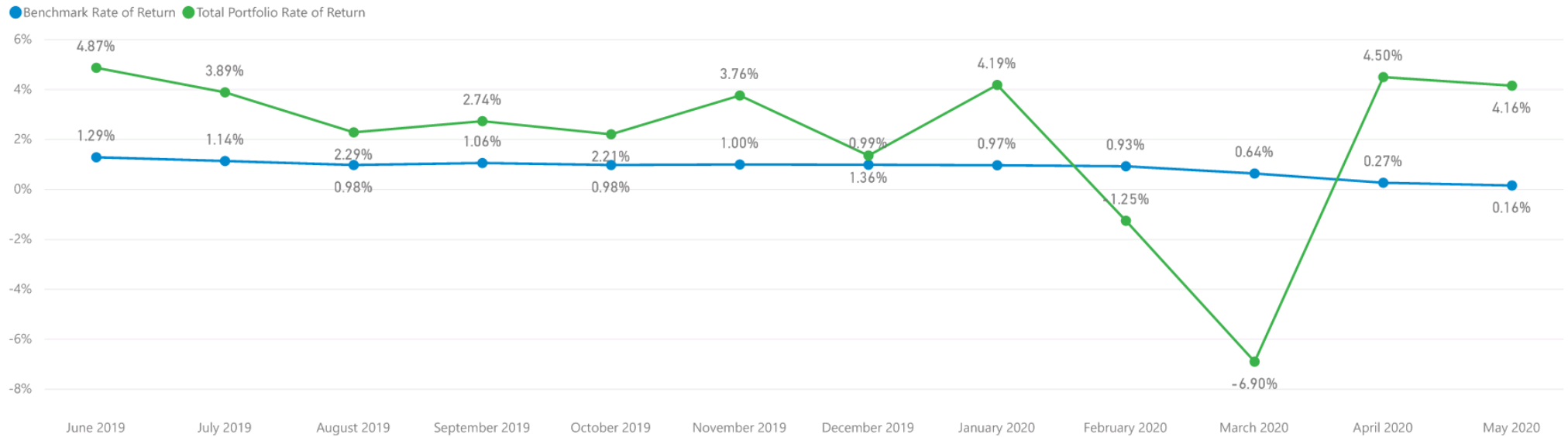
Income from Investments



Balance by Cash Category



Investment Performance



Investment Portfolio Summary

Term to Maturity	Amount \$'000	Actual	Cumulative Actual	Cumulative Minimum	Policy Compliance
Less than 3 months	32,298,633	37%	37%	20%	OK
Between 3 months and 1 year	43,500,000	50%	87%	40%	OK
Between 1 year and 2 years	10,000,000	12%	99%	50%	OK
Between 2 years and 4 years	1,000,000	1%	100%	85%	OK
More than 5 years	-	0%	100%	0%	OK
<b>Total</b>	<b>86,798,633</b>				

Long Term Rating	Institution	Policy Limit	Policy Compliance (Institution)	% of Portfolio	Amount
AA-	Bankwest	40%	OK	7%	6,000,000
	CBA	40%	OK	5%	4,000,000
	NAB	40%	OK	18%	15,431,478
	St George	40%	OK	17%	14,500,000
	Westpac	40%	OK	7%	6,000,000
A+	Macquarie	20%	OK	7%	6,000,000
A	ING	20%	OK	6%	5,000,000
BBB+	AMP	10%	OK	8%	7,000,000
	Bank Of Queensland	10%	OK	7%	6,500,000
BBB	MyState Bank	10%	OK	2%	1,500,000
	Credit Union Australia	5%	OK	2%	1,500,000
	Defence Bank	5%	OK	2%	1,500,000
	ME Bank	5%	OK	2%	1,500,000
Tcorp Hour-Glass Cash	TCorp - Cash Fund	30%	OK	3%	2,250,300
	TCorp - Long Term Growth Fund	15%	OK	3%	2,677,636
TCorp Hour-Glass Growth Fur	TCorp - Medium Term Growth Fund	15%	OK	6%	5,439,219
<b>Grand Total</b>				<b>100%</b>	<b>86,798,633</b>

Long Term Rating Group	Credit Policy Limit	Policy Compliance (SP Group)	% of Portfolio	Amount
AAA to AA-	100%	OK	53%	45,931,478
A+ to A-	50%	OK	13%	11,000,000
BBB+	20%	OK	17%	15,000,000
BBB	10%	OK	5%	4,500,000
Tcorp Hour-Glass Cash	30%	OK	3%	2,250,300
TCorp Hour-Glass Growth Fur	15%	OK	9%	8,116,855
<b>Grand Total</b>			<b>100%</b>	<b>86,798,633</b>

Monthly Investment Portfolio Activity

The below table shows investments activities of At Call Fund and Managed Funds

Bank Accounts	Opening Balance	Redeemed Balance	Re-invested Balance
NAB (At call account)	2,611,711		4,431,478
TCorp - Cash Fund	2,247,919		2,250,300
TCorp - Long Term Growth Fund	2,604,767		2,677,636
TCorp - Medium Term Growth Fund	5,352,026		5,439,219
<b>Total</b>	<b>12,816,425</b>	<b>-</b>	<b>14,798,633</b>

The below table shows matured term deposits

Institution	Yield	Maturity Date	Principal Amount	Total Interest Amount
Westpac	2.88%	27/05/2020	2,500,000	143,605
St George	2.22%	13/05/2020	1,500,000	30,016
AMP	1.90%	27/05/2020	1,000,000	9,474
AMP	1.90%	27/05/2020	500,000	4,737
<b>Total</b>			<b>5,500,000</b>	<b>187,832</b>

The below table shows new term deposits

Institution	Yield	Maturity Date	Principal Amount	Total Interest Amount
St George	1.10%	14/04/2021	1,500,000	15,189
ING	1.13%	11/05/2022	1,500,000	33,482
AMP	1.45%	26/05/2021	1,000,000	14,460
St George	1.15%	12/05/2021	1,500,000	16,541
St George	1.15%	9/06/2021	2,000,000	23,819
AMP	1.45%	26/05/2021	500,000	7,230
<b>Total</b>			<b>8,000,000</b>	<b>110,722</b>

**At Call Fund and Managed Funds**

Institution	Yield	Term to Maturity	Principal Amount
NAB	0.65%	0	4,431,478.07
TCorp - Cash Fund	0.65%	1	2,250,299.99
TCorp - Long Term Growth Fund	0.65%	5	2,677,635.58
TCorp - Medium Term Growth Fund	0.65%	5	5,439,219.21
<b>Total</b>			<b>14,798,632.85</b>

**Current Term Deposits**

Institution	Yield	Term to Maturity	Principal Amount
AMP	1.90%	10	2,000,000
AMP	1.70%	192	1,500,000
AMP	1.70%	199	2,000,000
AMP	1.45%	360	1,000,000
AMP	1.45%	360	500,000
Bank Of Queensland	1.65%	528	2,500,000
Bank Of Queensland	1.55%	199	1,500,000
Bank Of Queensland	1.60%	626	1,500,000
Bank Of Queensland	1.45%	640	1,000,000
Bankwest	1.54%	38	2,000,000
Bankwest	1.52%	52	2,000,000
Bankwest	1.52%	59	2,000,000
CBA	1.52%	87	1,000,000
CBA	1.52%	94	1,000,000
CBA	1.52%	115	2,000,000
Credit Union Australia	1.58%	164	1,500,000
Defence Bank	1.80%	290	1,500,000
ING	2.77%	262	1,000,000
ING	1.55%	178	2,500,000
ING	1.13%	710	1,500,000
Macquarie	1.65%	87	1,500,000
Macquarie	1.45%	276	1,500,000
Macquarie	1.45%	297	2,000,000
Macquarie	1.40%	1004	1,000,000
ME Bank	1.93%	10	1,500,000
MyState Bank	1.65%	304	1,500,000
NAB	1.95%	24	1,500,000
NAB	1.79%	24	1,500,000
NAB	1.60%	80	1,000,000
NAB	1.57%	66	1,500,000
NAB	1.55%	122	1,500,000
NAB	1.62%	150	1,500,000
NAB	1.50%	143	1,500,000
NAB	1.10%	325	1,000,000
St George	2.61%	332	2,500,000
St George	1.60%	220	1,000,000
St George	1.65%	220	1,500,000
St George	1.58%	234	1,000,000
St George	1.58%	241	2,000,000
St George	1.50%	248	1,500,000
St George	1.10%	318	1,500,000
St George	1.15%	346	1,500,000
St George	1.15%	374	2,000,000
Westpac	2.63%	108	1,500,000
Westpac	1.54%	430	1,500,000
Westpac	1.56%	136	1,500,000
Westpac	1.55%	269	1,500,000
<b>Total</b>			<b>72,000,000</b>

## Item 10: Operations

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### 10.1 Rural Road Standards for Subdivision

REPORT BY THE DIRECTOR OPERATIONS  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, ROA100082

#### RECOMMENDATION

##### That Council:

- 1. receive the report by the Director Operations on the Rural Road Standards for Subdivisions; and**
- 2. approve the standards as set out in the body of the report to be included in the next update of the Development Control Plan**

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#### Executive summary

This report makes recommendations regarding the appropriate road standards for rural subdivisions. The standards will be included in the next update of Council's Development Control Plan.

#### Disclosure of Interest

Nil

#### Detailed report

Council has previously resolved staff review the current road standards for subdivisions and a report be brought back to Council for consideration.

The current urban road standards as set out in Council's Development Control Plan are working satisfactorily. Therefore there is no proposal to change them at this time.

This report will focus on road standards for subdivision and development in the rural area. Currently the standards required for rural road development are not well defined. In the past there have been instances of developers taking Council to the Land and Environment Court regarding development conditions for road standards.

It is recommended Council adopt recognised Industry Standards to set our road standards. These are standards developed by recognised industry experts. They are widely used throughout the Local Government industry and should be recognised by independent parties such as the Land and Environment Court. Also as they are updated in the future Council will keep up to date with relatively minor administrative amendments.

The industry guides recommended for reference are;

Sealed Roads - Austroads – Guide to Road Design (April 2020) and  
Unsealed Roads – Australian Road Research Board – Unsealed Roads Manual (March 2009).

It is proposed the following principles be adopted;

- Traffic volumes (vehicles per day) post development determine the standard of road required. Therefore the existing traffic volume plus the forecast traffic from the development will determine the required standard.
- All roads with traffic volumes greater than 150 vehicles/day will be required to be brought up to a sealed road standard.
- New rural subdivisions be appropriately connected to the existing road network;
  - i. All roads within a rural subdivision are to be sealed or connected to the sealed road network if the proposed lots are less than 500 metres from the sealed road network.
  - ii. Road upgrades should extend from the new subdivision to a point where the existing road network is satisfactory
  - iii. Alternative to i. and ii. above a Traffic Report is required to be submitted and must be prepared by a suitably qualified person, detailing, but not necessarily limited to:
    - the types and numbers of traffic to be generated by the proposal;
    - details of the existing condition, widths, depths of pavement and its suitability or otherwise for the carriage of transport to be associated with the land use;
    - proposed upgrading to be undertaken by the applicant

Council will then assess the suitability of the proposed upgrade work for approval.

- The following road width and alignment standards be adopted

Average Daily Traffic		Width	Hierarchy	Alignment (horizontal & Vertical alignment)
>1000	Sealed Road	min 9m Seal / 11m carriageway	Arterial	Refer to Austroads or RMS standard for classified roads
500-999		8m seal / 10m carriageway	Sub- Arterial	Refer to Austroads
150-499		7.2m seal / 9.2m carriageway	Collector	Refer to Austroads
50-149	Gravel Road	7.0 m gravel carriageway	Local	Refer to ARRB Unsealed Roads Manual
10 - 49		4.0- 6.0m gravel carriageway		Refer to ARRB Unsealed Roads Manual
<10		Min 3.0m gravel carriageway		Refer to ARRB Unsealed Roads Manual



Terminology – Sealed and Carriageway Width

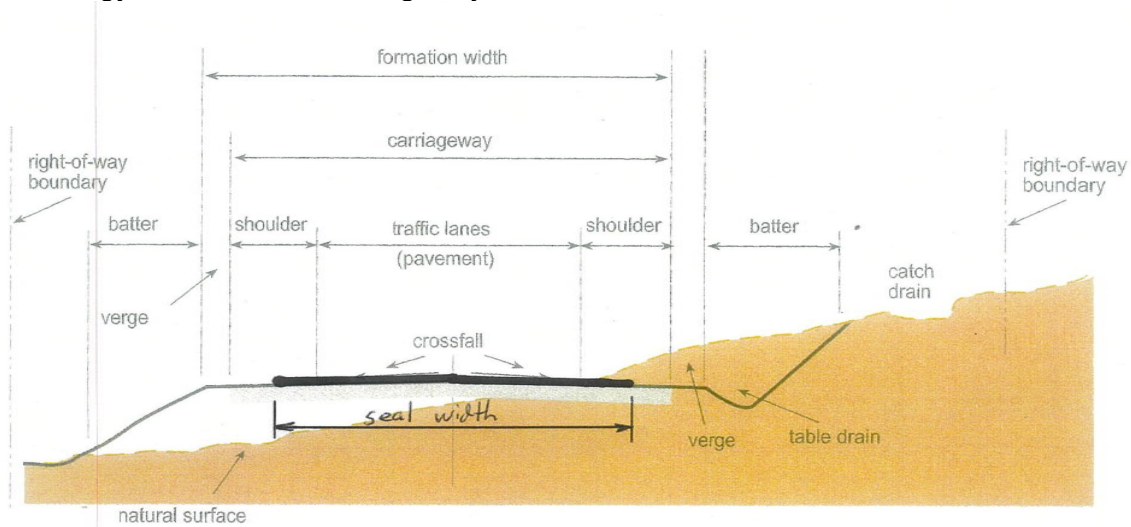


Figure 4.13 Elements of cross-sections  
 (Source: adapted from Austroads (1998))

Community Plan implications

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

Strategic implications

**Council Strategies**

Community Plan

**Council Policies**

Development Control Plan

**Legislation**

Local Government Act 1993, Environmental Planning and Assessment Act 1979 and Roads Act.

## Financial implications

Not applicable

## Associated Risks

If the correct road standards are not implemented at the time of development the broader community will need to fund improvements in the future.

GARRY HEMSWORTH  
DIRECTOR OPERATIONS

3 June 2020

*Attachments:* Nil

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## 10.2 Barigan Rd Sealing

REPORT BY THE MANAGER WORKS  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, R0023001

### RECOMMENDATION

#### That Council:

1. receive the report by the Manager Works on the Barigan Rd Sealing;
2. approve Council completing the upgrade and sealing of 5.1km of Barigan Rd Wollar on behalf of Wollar Solar Development Pty Ltd at no cost to council;
3. authorise the Director Operations to negotiate final terms and sign all necessary contractual documentation to formally accept the \$2,006,000 excluding GST plus or minus 10% from Wollar Solar Development Pty Ltd; and
4. amend the 2020/21 Budget to allocate \$2,006,000 for Barigan Rd Sealing to be funded from contributions to capital works; and
5. authorise the Director Operations to negotiate any positive variations to the contract with Wollar Solar Development Pty Ltd up to an additional \$1,000,000 with any such variations reported to Council through the monthly budget report.

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### Executive summary

Council has been requested by Wollar Solar Development Pty Ltd (WSD) to upgrade and seal the first 5.1km of Barigan Rd as per the conditions of the development consent allowing the Wollar Solar Farm to be constructed. This work will be undertaken by Council with all costs being paid by WSD.

### Disclosure of Interest

The General Manager has declared a conflict of interest in regard to the Wollar Solar Development project as he has a relative living near the project, and has had no involvement in the details of this report.

### Detailed report

WSD has received approval to construct a large scale solar farm off Barigan Rd Wollar. One of the conditions of the development consent requires WSD to upgrade the first 5.1km of Barigan Rd to generally a 7m sealed road with 1m unsealed shoulders.

WSD have requested Council carry out these works commencing in July 2020. Subject to Council approval, Council has provided a quote of \$2,006,000 for the works and a timeline that ensures the works are completed by the end of October 2020. WSD are accepting of both the quote and the timeline.

Council envisage there may be a requirement to complete additional works to that currently included in the currently priced scope. Hence the recommendation to allow the general manager to accept positive variations.

## Community Plan implications

<b>Theme</b>	<b>Connecting Our Region</b>
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

## Strategic implications

### Council Strategies

Not Applicable

### Council Policies

Not Applicable

### Legislation

Not Applicable

## Financial implications

All costs associated with the works will be paid by WSD, a budget allocation is recommended in this report for the value of the works.

The value of the works is anticipated to be less than the quote, as a reasonable profit and contingency has been built in to cover risk as per the Private Works Policy.

Budget Year	Operating Performance Ratio	Own Source Revenue	Building & Infrastructure Renewal
2019/20	-	✓	-
Future Years	-	-	-

## Associated Risks

Staff will manage the construction project risks such as program and cost.

ANDREW KEARINS  
MANAGER WORKS

GARRY HEMSWORTH  
DIRECTOR OPERATIONS

3 June 2020

*Attachments:* Nil

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## Item 11: Community

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### 11.1 Affordable Housing Policy Review

REPORT BY THE MANAGER, COMMUNITY SERVICES  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, A0420252

#### RECOMMENDATION

##### That Council:

1. receive the report by the Manager, Community Services on the Affordable Housing Policy Review;
  2. place the draft reviewed Affordable Housing Policy 2020 on public exhibition for 28 days; and
  3. adopt the draft reviewed Affordable Housing Policy 2020 if no submissions are received.
- 

#### Executive summary

The Affordable Housing Policy provides a structured approach for Council to respond to the fluctuating demands on affordable housing within the Mid-Western Region.

#### Disclosure of Interest

Nil.

#### Detailed report

This review of the Affordable Housing Policy 2016 identified negligible updating requirements as demonstrated in the attached draft reviewed policy. The policy continues to provide Council with an approach to respond to fluctuating demands on affordable housing across the region.

#### 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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#### Strategic implications

##### Council Strategies

Mid-Western Regional Council - Community Plan

Mid-Western Regional Council - Long Term Financial Plan

Mid-Western Regional Council - Asset Management Strategy

Mid-Western Regional Council – Building Asset Management Plan

Mid-Western Regional Council - Delivery Program and Operational Plan

Mid-Western Regional Council – Development Control Plan 2013

### **Council Policies**

Not Applicable.

### **Legislation**

State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009

### Financial implications

Council currently has a budget of \$91,687.00 for the provision of crisis accommodation supports through local community service providers.

### Associated Risks

Not Applicable.

FIONA TURNER  
MANAGER, COMMUNITY SERVICES



SIMON JONES  
DIRECTOR COMMUNITY

2 June 2020

*Attachments:* 1. POLICY - DRAFT.1 - Affordable housing 200303.

### APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

 Mid-Western Regional Council COUNCIL MEETING MIN NO 30416 DATE: 25 FEBRUARY, 2016 18 MARCH 2020	<b>POLICY</b> Affordable Housing		
	REFERENCE		
	REVIEW DATE	DEC-2020/FEB 2024	
	FILE NUMBER	A0420252	

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## Objective

- To commit Mid-Western Regional Council to the investigation and delivery of quality solutions to Affordable Housing in the region.
- To outline the demand for affordable housing
- To ensure that available funding opportunities are investigated for the provision of affordable housing in the Mid-Western Region.
- To reference best practice for the provision of affordable housing solutions
- To provide a policy framework that will focus on the establishment of partnerships with local stakeholders
- To outline a regime for the ongoing monitoring of housing and land supply.

## Legislative requirements

State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009

## Related policies and plans

- Mid-Western Regional Council - Community Plan
- Mid-Western Regional Council - Long Term Financial Plan
- Mid-Western Regional Council - Asset Management Strategy
- Mid-Western Regional Council – Building Asset Management Plan
- Mid-Western Regional Council - Delivery Program and Operational Plan
- Mid-Western Regional Council – Development Control Plan 2013

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## Policy

### Demand for affordable housing

The national definition of affordable housing agreed by Australian housing, planning and local government ministers is “Housing that is appropriate for the needs of a range of very low, low and moderate-income households, priced to ensure households are able to meet other essential basic living costs”.

The significant growth in the property market in the Mid-Western Region is driven largely by the expansion of mining activities as well as other new developments. The increased number of new

residents to town to take up mining positions and increase in short term contractors can place significant demands on the availability of rental accommodation in the Region.

*Housing Affordability* – long term trends suggest capital growth across the region of 6 percent to 8 percent, which is not only higher than other regional centres but consistent with some metropolitan regions.

*Rental Affordability* – has, at times, proven volatile and has seen in a 12 month period extreme shortages and therefore high rental price increases, followed by an easing of those shortages and prices within a 3 month period. This has a direct correlation to the number of short term contractors in the region at any given time.

*Public Housing - Housing Plus is the local social housing provider in the Mid-Western LGA. They are focused on providing affordable long-term accommodation options; in addition, Housing Plus provides crisis accommodation in partnership with Barnardos. In 2015-2020 Housing Plus managed 347-379 properties in Mid-Western Region (including approx 35-33 in Gulgong and 40-36 in Kandos area).*

*Crisis Accommodation* - is offered through a number of agencies in the Mid-Western LGA. At least three properties operate in a partnership arrangement between Barnardos (assessment and case management) and Housing Plus (property management). Crisis housing is also provided through motels. Demand by far exceeds supply in this area of the housing market.

#### Projects partnering with stakeholders

Any project investigated by Mid-Western Regional Council will require the assistance and expertise that welfare organisations, housing suppliers and developers can provide. The focus when developing any project plan will be on drawing on the expertise of these organisations to deliver the most appropriate solutions for the region. Joint initiatives that may be delivered for the Mid-Western Region include:

- Domestic violence and crisis accommodation initiatives
- Flexibility in planning controls
- Development initiatives
- Use of Council land
- Community land trusts
- Lobbying

Mid-Western Regional Council may consider a Joint Venture with Community Housing Providers, Developers and/or other interested stakeholders to bring together key components such as land, funding, development expertise and skills. Community Housing Providers can also manage affordable housing properties on behalf of organisations, individuals and/or consortiums.

#### Funding opportunities

The funding opportunities provided below will be investigated as each funding round is opened, and a cost/risk/benefit analysis prepared for funding options considered to have merit.



POLICY: AFFORDABLE HOUSING / 25 FEBRUARY, 2016

*Regional Development Australia Fund (RDAF) - The (RDAF) initiative brings together all levels of government to support the development supports the infrastructure needs of sustainable infrastructure and services across regional Australia. Almost \$1 billion has been allocated to the program. The program funds capital infrastructure projects which are identified as priorities by local communities.*

*Mid-Western Regional Council - Council may consider the funding of a preferred project under the review of the Community Plan, Delivery and Operational Plan. The consideration of any project will be assessed against the other competing priorities of Council.*

Best Practice

The NSW Centre for Affordable Housing (CAH) is a business division within Housing NSW which aims to achieve:

- affordability for residents
- financial viability for developers and managers
- responsiveness to community needs, and
- a more flexible approach to development and management without compromise on design or amenity.

The CAH's 'NSW Local Government Affordable Housing Kit' will be referenced when assessing any affordable housing measure being considered.

Monitoring

The rental and housing supply market has potential to be very volatile. The supply of housing has a direct impact on housing affordability and rent levels. A quarterly report will be provided to Council, and published on Council's website, which will monitor land, housing and rental supply, and detail the following:

MEASURE	SOURCE
Establish a baseline of the number of vacant residential lot per town.	Field Survey and Council Records
The number of residential lots approved as development applications per town.	Council Records
The number of residential lots at linen release per town.	Council Records
The number of construction certificates approved for dwellings per town.	Council Records
Median rental rates for each town	3rd Party Data Subscription (RP Data)
No. of rental properties available for each town	3rd Party Data Subscription (RP Data)
Median property prices for each town	3rd Party Data Subscription (RP Data)
The number of construction certificates approved for affordable housing dwellings per town.	Council Records

## 11.2 Library Services - Quarterly Report

### REPORT BY THE MANAGER LIBRARY SERVICES

TO 17 JUNE 2020 ORDINARY MEETING

GOV400087, F0620020

### RECOMMENDATION

**That Council receive the report by the Manager Library Services on the Library Services - Quarterly Report.**

### Executive summary

The Library Services – Quarterly 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 Organisation. This report covers the period January – March 2020.

### Disclosure of Interest

Nil

### Detailed report

#### *CUSTOMER VISITS, LIBRARY BORROWINGS & PURCHASED ITEMS*

Visits to our Library branches during the Jan-Mar 2020 period decreased slightly when compared to the previous quarter.

Quarter	Visits
Jan-Mar 2020	21,777
Oct-Dec 2019	22,916

Across the Library Service, loans of library items increased slightly when compared to the previous quarter.

Quarter	Loans
Jan-Mar 2020	21,643
Oct-Dec 2019	19,793

Loans from the Mobile Library remained stable, when compared to the previous quarter.

Quarter	Loans
Jan-Mar 2020	1,564
Oct-Dec 2019	1,604

The use of library resources (library subscribed databased) has increased by 62%, when compared to the previous quarter.

Quarter	Accesses
Jan-Mar 2020	3,371

Oct-Dec 2019	2,080
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The Library continues to purchase new items in line with the Collection Management Strategy. These items include audio books, magazines, fiction and nonfiction for adults and children in both print and electronic format, and DVDs.

**STRATEGIC PARTNERSHIPS**

The Library continues to support the Rotary/Council Mudgee Town Hall Cinema partnership on Council’s behalf, by providing continuous administrative support, liaising with film distributors and Rotary, and provision of online/over the counter ticket sales. Over the Jan-Mar 2020 period this totalled approximately 50 support hours by Library staff, and included 27 screenings, reaching 1,984 movie patrons.

Mudgee Museum continues to be a Library Partner, providing an historical display exhibit at Mudgee Library, which is replaced frequently.

**SUSTAINABLE ORGANISATION**

The Library continues to encourage a life-long love of books and reading through its early literacy initiatives. During the Jan-Mar 2020 period, Library staff hosted 65 separate early learning sessions, reaching 493 children; also hosting 18 school holiday craft and storytelling sessions, to an audience of 200 children.

The Library’s Youth programs met 14 times during Jan-Mar 2020, with 96 attendees.

There were also 14 events held for adults, including Book Groups and History talks – these events were attended by 177 adults.

EBooks, eaudiobooks and online magazines continue to be added to the Library’s online platforms, providing a diverse offering of adult fiction, biographies, young adult and children’s titles, and online magazines, available 24/7. The Library continues to investigate opportunities to partner with other Central West libraries in consortia arrangements, maximising our online lending capacity while minimising our financial outlay.

The Library continues to engage with the community through regular newspaper features, items in Council’s Community newsletter, and via the Library’s Facebook page. An email is sent monthly to schools, school librarians, Book Group and other interested community members, and includes promotional materials, instructions for use of targeted online resources, news of upcoming Library events, and recommended reading lists.

**Community Plan implications**

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

## Strategic implications

### **Council Strategies**

The Library Services – Quarterly Report has been developed in line with the 2017/18 – 2020/21 Delivery Program.

### **Council Policies**

The Library Services – Quarterly Report has been developed in line with the Collection Management Strategy.

### **Legislation**

Not applicable.

## Financial implications

Not applicable.

## Associated Risks

Not applicable.

MICHELLE MAUNDER  
MANAGER LIBRARY SERVICES

SIMON JONES  
DIRECTOR COMMUNITY

2 June 2020

*Attachments:* Nil

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## 11.3 Legislative Compliance Policy

REPORT BY THE MANAGER GOVERNANCE  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087,

### RECOMMENDATION

#### That Council:

1. receive the report by the Manager Governance on the Legislative Compliance Policy; and
2. adopt the Legislative Compliance Policy

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### Executive summary

The lack of a Legislative Compliance Register and Framework was identified in the 2018/2019 Auditors management letter. Councils Audit Risk & Improvement Committee (ARIC) have actioned this item monitoring management's progress of addressing the Audit requirement. ARIC and the Executive recommend adoption of this Policy.

### Disclosure of Interest

Nil

### Detailed report

#### Legislative Compliance Policy, Register and Database

A draft policy has been endorsed by ARIC. Council's Executive finalised the Policy and a Legislative Compliance Framework during May 2020 that consists of the Policy, a Legislative Compliance Register and Database.

Councils Governance department will implement the Policy. The implementation will include embedding the Legislative Compliance Register and Database under agreement with Local Government Legal <http://www.lglegal.com.au/access/> across all departments. Primary responsibility for complying with this policy rests with Managers overseen by the Executive.

ARIC will monitor the implementation of the Legislative Compliance Framework.

### Community Plan implications

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

#### Council Strategies

Risk Management Plan

**Council Policies**

Not Applicable

**Legislation**

The Policy and Framework must address all Legislative requirements of Local Government in NSW.

Financial implications

Annual registration for the LG Legal Legislative Compliance database \$3,750

Associated Risks

Councils Auditors identified Legislative Compliance as a risk for Council to manage. The Council must not only comply with the vast amount of law applicable to NSW Councils but also council must also be able to demonstrate such compliance. The Legislative Compliance Framework presented in this Policy address this risk.

TIM JOHNSTON  
MANAGER GOVERNANCE

SIMON JONES  
DIRECTOR COMMUNITY

3 June 2020

*Attachments:* 1. Policy Legislative Compliance - May 2020.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER



## POLICY Legislative Compliance

*A prosperous  
and progressive  
community.*

ADOPTED		VERSION NO	1.0
COUNCIL MEETING MIN	[xx/xx]	REVIEW DATE	MAY 2021
DATE:	20 <sup>TH</sup> MAY 2020	FILE NUMBER	GOV400047

### Objective

Council, in its role as a Local Government Authority in NSW, is committed to compliance with all statutory and common law requirements relating to its operations and governance. Council must maintain the highest standards of diligence in all areas of public accountability through its policies; in meeting its legal obligations; and in the maintenance of a compliance management system.

It is the objective of Mid-Western Regional Council and its staff to not only comply with legislative requirements but also clearly and routinely demonstrate such compliance.

If breaches are committed by Council, or people at Council, as a result of legislation not being complied with, legal action could be taken against Council, staff and Councillors. The reputational damage to Council could also be considerable.

### Legislative requirements

- NSW Legislation: <https://www.legislation.nsw.gov.au/#/>
- Local Government Act 1993
- Local Government General Regulation 2005
- Office of Local Government: <https://www.olg.nsw.gov.au/>
- Audit Office NSW: <https://www.audit.nsw.gov.au/our-stakeholders/local-government>

### Related policies and plans

- Council's policies and plans are publicly consulted and available on its website. A policy register is maintained and routinely reported to the Executive to monitor the currency of its policies.  
<http://www.midwestern.nsw.gov.au/council/council-documents/Policies--Strategies-2/>
- A primary function of Council is to give lawful effect of both NSW government legislation and local policies. Public officials (council staff) are employed to assist the Council to do so. Council staff should therefore give effect to a lawful policy of the Council whether or not they personally agree with or approve of it.

### Policy

Council is committed to the principles of effective compliance programs. These principles are outlined in the NZS/AS 3806:2006. It is noted that the International Standard ISO 19600:2015 supersedes the Australian Standard. At this time Council's Audit Risk & Improvement Committee has resolved to initially work toward achievement of the Australian standard before the adoption of the International standard.

Council will apply appropriate resources and procedures to ensure that the following principles are integrated into Council's legislative compliance.

## Principles

### COMMITMENT

1. Commitment by the Council and the Executive to achieve effective compliance across all areas of the organisation
2. The compliance policy is aligned to the organisation's strategy and business objectives, and is endorsed by Council
3. Appropriate resources are allocated to develop, implement, maintain and improve the compliance program
4. The Council and the Audit Risk & Improvement Committee will endorse the objectives and strategy of the compliance program
5. The Executive will routinely assess Council's compliance obligations
6. Managers will ensure that they keep up to date with changes in the Legislative Compliance Database, with the assistance of the Governance department

### IMPLEMENTATION

7. Responsibility for compliance is clearly articulated and assigned
8. Behaviours that create and support compliance programs are encouraged, and behaviours that compromise compliance are not tolerated
9. Controls are in place to manage the identified compliance obligations and achieve desired behaviours

### PERFORMANCE

10. Performance of the compliance program is monitored, measured and reported on
11. The organisation is able to demonstrate its compliance program through both documentation and practice

### CONTINUOUS IMPROVEMENT

12. The compliance program is regularly reviewed and continually improved



## Responsibilities

Councils **Audit Risk & Improvement Committee** (ARIC) will audit Council's Legislative Compliance Framework and report to Council as required.

The **General Manager** shall have overall responsibility for Council's legislative compliance framework.

The **Executive** should ensure that adequate training and instruction is given to staff to ensure that legal obligations for their responsibilities are identified and met. The Executive will receive reports of significant non-compliance that must be promptly addressed and the necessary steps taken to comply. Significant non-compliance will be reported to ARIC.

**Managers** must ensure that procedures and systems are established to support compliance with Council's Legislative Compliance Policy. Procedures will cover all council activities and will be regularly updated as required.

**Managers**, through using Local Government Legal Legislative Compliance Database, have a responsibility to ensure that they remain abreast of legislation changes which affect their area of work to ensure that they and their staff are aware of their legislative obligations with the goal that compliance is achieved at all times.

**All employees** must immediately report through their Supervisors and Managers any areas of non-compliance identified.

## Maintenance

Council will ensure adequate processes are in place to ensure that timely advice is received regarding changes to compliance obligations and good governance practices by:

- Maintaining the Local Government Legal Legislative Compliance Database
- continuing memberships with professional bodies (areas such as engineering, accountancy, planning, health and building).
- subscribing to relevant information services
- attending industry forums, conferences, workshops and seminars

## Implementation and Review

Legislative compliance is primarily a management responsibility and therefore commitment must be demonstrated by all levels of management to ensure Council's legal obligations within their area of responsibility are met.

To achieve Council's compliance objective, Council has engaged with Local Government Legal for access to their Legislative Compliance Database (LCD). Access to the database will assist Managers to monitoring and review council's legislative obligations and responsibilities. Managers will access the database and acknowledge their understanding of the legislative obligations of their role with Council.

Where necessary expert advice will be sought following Executive approval to guide management actions.

To support the achievement of the Legislative Compliance Policy objectives Managers will:

- Promote a culture of compliance and good governance;
- Uphold a culture of open disclosure of non-compliance without fear of reprisal;
- Document and review Council processes to ensure they comply with applicable laws and regulations;
- Attend training and be established as users of the LCD to enable understanding of compliance obligations and required management actions;
- Continue to monitor and report on compliance to identify breaches or system failures;
- Promptly address identified breaches or other non-compliances to mitigate council's exposure to legal risk.
- Immediately report all major non-compliance events to the Executive.

Council's level of compliance will be assessed by the Audit Risk & Improvement Committee and reported to Council.

DRAFT

## Item 12: Reports from Committees

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### 12.1 Audit Risk and Improvement Committee's 19/20 Annual Report

REPORT BY THE EXECUTIVE MANAGER, HUMAN RESOURCES  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, COR400236

#### RECOMMENDATION

##### That Council:

1. receive the report by the ARIC Executive Manager, Human Resources on the Audit Risk and Improvement Committee's 19/20 Annual Report; and
2. note the ARIC 19/20 Annual Report.

---

#### Executive summary

The Audit Risk and Improvement Committee's (ARIC) Charter states that each year the Committee Chair will provide an Annual Report to Council including information on the Committee's principal activities during the year.

#### Disclosure of Interest

Nil.

#### Detailed report

The Audit, Risk and Improvement Committee (ARIC) is established to provide the elected Council with advisory assurance in respect of Mid-Western Regional Council's risk profile, management controls and compliance frameworks.

The Committee has met five times since forming in 2019.

The Committee's Charter requires the Committee Chair to provide an annual report to Council including information on the Committee's principal activities during the year.

#### Community Plan implications

Theme	Good Governance
-------	-----------------

Goal	An effective and efficient organisation
------	---

Strategy	Prudently manage risks association with all Council activities
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## Strategic implications

### **Council Strategies**

Not Applicable

### **Council Policies**

The Annual Report is a requirement of Council's Audit Risk and Improvement Committee Charter.

### **Legislation**

Local Government Act

## Financial implications

Not Applicable

## Associated Risks

Not Applicable

MICHELE GEORGE  
EXECUTIVE MANAGER, HUMAN RESOURCES

6 April 2020

*Attachments:* 1. 2019/20 ARIC Annual Report.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

**ANNUAL REPORT 2019/20**  
**AUDIT, RISK AND IMPROVEMENT COMMITTEE**  
MID-WESTERN REGIONAL COUNCIL



# TABLE OF CONTENTS

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Introduction.....	3
Charter.....	4
Committee members.....	5
Members and attendance.....	6
Financial Audit 2018/19.....	7
Conclusion.....	8
Attachment: ARIC Charter.....	9

## MID-WESTERN REGIONAL COUNCIL

ADDRESS	86 Market Street, Mudgee NSW 2850
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TELEPHONE	02 6378 2850
FAX	02 6378 2815
MAYOR	Cr Des Kennedy
GENERAL MANAGER	Brad Cam



# INTRODUCTION

The Audit Risk and Improvement Committee (The Committee) met four (4) times during its first year and the meetings covered all aspects of the Committee's Charter.

## / OVERVIEW



Committee responsibilities are to advise and recommend Council on its risk profile, management controls and compliance frameworks



# CHARTER


The Charter for the Committee is included as Attachment 1.

The Charter was adopted by Council at its meeting of 19 September 2018.

At its first meeting of 3 May 2019, the Committee noted its responsibilities as outlined by the ARIC Charter and Internal Audit Policy. The Charter is used to guide the Committee's deliberations.

The Charter will be reviewed every four years by Council. The performance of the Committee will be reviewed every four years by the General Manager and the Mayor to ensure that it remains current, professional and meets legislative requirements. The first formal review is due in September 2022.

## / ROLE OF THE COMMITTEE

Report to Council	Report to Council and provide advice and recommendations on matters relevant to the Charter.	
Provide independent advice	Assist Council by providing independent advice to Council on it fulfilling its responsibilities by ensuring that management has an appropriate governance and business framework in place across Council.	
Specific advice	Specifically, the ARIC should advise Council on its Enterprise Risk Management Framework, policies, procedures and governance processes, legislative compliance and external accountability mechanisms.	
Recognise	At all times recognise that the primary responsibility for the management of Council rests with the Council and the General Manager as defined by the Local Government Act.	
Assist Council	Assist Council to ensure that the services and facilities provided by the Council are managed efficiently and effectively.	
Develop strategies	Identify strategies to assist with the continuous improvement of the provision of services and facilities to the community.	
Promote efficiencies	Promote continuous improvement across business processes with a focus on efficiencies and savings.	
Committee's focus	The focus of the Committee should only be on matters of significance and materiality.	



## COMMITTEE MEMBERS

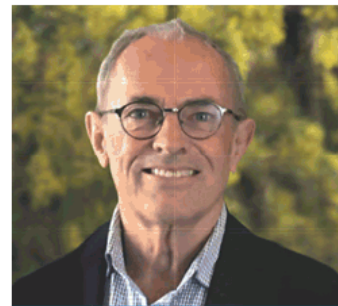
The Committee members are appointed for the term of the Council which will be up until September 2021 (due to the September 2020 local elections being postponed as a result of the impacts of the COVID-19 pandemic). The committee members for the 19/20 period comprised the following Independent members and Councillor members: John Stuart (Chairperson) and John Bentley (the Committee members were confirmed at the 21 November 2018 Council Meeting).

### INDEPENDENT COMMITTEE MEMBERS

John Stuart (Chairperson) and John Bentley. The Committee members were confirmed at the 21 November 2018 Council Meeting.



JOHN STUART | Chairperson  
Independent ARIC  
Committee Member



JOHN BENTLEY  
Independent ARIC  
Committee Member

### COUNCILLORS

Councillor John O'Neill (appointed at the 19 September 2018 Council meeting) and Councillor Shelley (appointed as the alternate Council representative at the 21 November 2018 Council meeting).



CR JOHN O'NEILL  
ARIC Committee Member



CR PETER SHELLEY  
ARIC Committee Member



# MEMBERS AND ATTENDANCE

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The Committee held four ordinary meetings during its first term. Below are the dates of meetings held:

- 3 May 2019
- 16 August 2019
- 8 November 2019
- 7 February 2020

The table below shows the number of attendance of the Committee members at the above meetings.

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MEMBER NAME	MEETINGS ELIGIBLE TO ATTEND	MEETINGS ATTENDED	APOLOGY RECEIVED
John Stuart	4	4	0
John Bentley	4	4	0
Cr John O'Neill	4	4	0
Cr Peter Shelley	Not required to attend	0	0

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## FINANCIAL AUDIT 2018/19

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The financial audit was undertaken by the Audit Office of NSW. Regular updates of progress and issues were provided at each ARIC meeting. The Committee considered the draft audited financial statements at the 8 November 2019 meeting, congratulated the Finance Team on their hard work and recommended the statements be adopted by Council.

### INTERNAL AUDIT

Crowe Pty Ltd was appointed to provide the Mid-Western Regional Council's Internal Audit Services from 8 April 2019 to 9 April 2020 and has been engaged to provide the next year's strategic internal audit plan.

The Committee considered the reports and recommendations from the 2019/20 Internal Audit Program.

A major focus of the Committee has been tracking the completion of agreed management responses to the internal audit report recommendations, the implementation of various frameworks, risk registers and strategies across the organisation. I am pleased to report there has been significant progress made in relation to the management actions arising from the following audits:

- Procurement Framework
- Contractor Management
- Work Health Safety Management
- Asset Management

### OTHER MATTERS REVIEWED BY THE COMMITTEE

- Fraud Control Improvement
- Fraud Risk Register
- Interim Management Letter
- OLG ARIC Framework Discussion Paper
- Legislative Compliance
- ICT risks
- Draft Local Government Code of Accounting Practice and Financial Reporting

# CONCLUSION

The current ARIC completed its first full year of operation and completed activities required by its Charter in a constructive way. On behalf of ARIC, I would like to thank the Council staff for administrative support, and I would also like to extend my thanks to the Councillors, General Manager, other members of the Executive Team and Senior Management for their support throughout this term.



**JOHN STUART**  
CHAIR





# ATTACHMENT: ARIC CHARTER

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# CHARTER

## Audit, Risk and Improvement Committee

*A prosperous  
and progressive  
community*

ADOPTED		REFERENCE	
EMT		REVIEW DATE	SEPTEMBER 2021
DATE ADOPTED:	19 SEPTEMBER 2018	FILE NUMBER	GOV400066

## Purpose

The Audit, Risk and Improvement Committee (ARIC) is established to provide the elected Council with advisory assurance in respect of Mid-Western Regional Council's risk profile, management controls and compliance frameworks.

## Membership

### Voting Members

- One Councillor elected by the Council. All other Councillors are welcome to attend as observers with no voting rights unless appointed as an alternate voting member.
- Two independent members appointed by Council.

### Attendees (Non-voting)

- General Manager
- Executive Manager Human Resources
- Manager Governance
- Chief Financial Officer
- Internal Auditor
- Other officers may attend by invitation as requested by the Committee
- Councillors and independent members will be appointed for the term of the Council (usually 4 years).
- Independent members will be eligible for re-appointment.
- Council will also appoint an alternate Councillor member to the Committee who will act as a stand-in as required.
- Other councillors are encouraged by way of open invitation to attend the Committee meetings as observers (non-voting).
- The Chair of the Committee will be an independent member and be elected by the Committee for a two year term.
- A Deputy Chairperson will be an independent member and be elected by the committee.
- Where the Committee is unable to decide who the Chair is to be then the decision will be made by Council.
- The members of the Committee, taken collectively, will have a broad range of skills and experience relevant to the operations of Council.
- At least one member of the Committee shall have accounting or related financial management experience, with understanding of accounting and auditing standards in a public sector environment.

## Role of the Committee

The Committee has no delegated powers, except those expressly provided by Council.

The Committee shall:

- Report to Council and provide appropriate advice and recommendations on matters relevant to this Charter.
- Assist Council by providing independent advice to Council on it fulfilling its responsibilities by ensuring that management has an appropriate governance and business framework in place across Council.
- Specifically the ARIC should advise the Council on the following matters:
  - Effectiveness of Council's Enterprise Risk Management Framework in terms of identifying and managing Council's financial and business risks.
  - Effectiveness of key controls including policy, procedure and governance processes.
  - Legislative compliance by the organisation.
  - Effectiveness of external accountability mechanisms.
- At all times recognise that the primary responsibility for the management of Council rests with the Council and the General Manager as defined by the Local Government Act.
- Assist Council to ensure that the services and facilities provided by the Council are managed efficiently and effectively.
- Identify strategies to assist with the continuous improvement of the provision of services and facilities to the community.
- Promote continuous improvement across business processes with a focus on efficiencies and savings.
- The focus of the Committee should only be on matters of significance and materiality.

## Responsibilities of the Committee

### Internal Audit

- Act as a forum for communication between the Council, General Manager, senior management, internal audit and external audit.
- Review the scope of the Internal Audit Plan.
- Recommend for approval to Council the Internal Audit Plan after consultation with the General Manager.
- Consider the adequacy of Internal Audit resources/funding to carry out its responsibilities including completion of the approved Internal Audit Plan.
- Monitor the status of planned activities of Internal Audit as set out in the adopted Internal Audit Plan.
- Review audit reports and consider significant issues identified and action taken on issues raised.
- Monitor the implementation of internal audit recommendations by management.
- Monitor and assess the performance and effectiveness of Internal Audit.
- Make recommendations on the appointment or removal of the internal auditor.
- Providing strategic advice and guidance to Council on identifying, recommending and supporting initiatives that will provide cost savings to Council.
- Co-operatively engaging with other relevant bodies to further promote efficiencies and

continuous improvement across Mid-Western Regional Council.

## External Audit

- Act as a forum for communication between the Council, General Manager, senior management, internal audit and external audit.
- Provide input and feedback on the financial statements and performance by external audit and the external audit services provided.
- Consider significant issues raised in relevant external audit reports and provide independent advice on appropriate action to be taken.

## Enterprise Risk Management

- Provide advice on the adequacy of Council's current risk management framework, and associated procedures for effective identification and management of Council's financial and business risks.

Members of the committee are encouraged to undertake all relevant training as identified.

## Meeting Frequency

- The ARIC will meet at least four times per year, with one of these meetings to include review and endorsement of the annual audited financial reports and external audit opinion.
- The need for any additional meetings will be decided by the Chair of the Committee. Reasons could include:
  - Requirements by the NSW Audit Office.
  - Committee members may make requests to the Chair for additional meetings.
- A forward meeting plan, including meeting dates and agenda items, will be agreed by the Committee each year. The forward meeting plan will cover all Committee responsibilities as detailed in this Audit Committee Charter.

## Independence and Access

- The Committee is to liaise closely with senior management and Internal and External Auditors to carry out its responsibilities. Whilst the primary responsibility for financial and other reporting, internal control and compliance with laws, regulations and ethics within Council rests with the General Manager, the Committee will assist the General Manager through its monitoring and review role.
- The Committee will have, subject to the requirements of the Act, access to relevant information associated with its responsibilities.
- Members of the Committee are encouraged to proactively discuss relevant issues with the General Manager, the External Auditor and/or the Internal Auditor as they arise from time to time.
- The full Committee will meet separately with the External Auditor on at least one occasion each financial year.



## Reporting

- The Committee shall report to the Council at the first opportunity (dependant on meeting schedules) after each meeting held.
- The Committee may receive and consider reports on:
  - Audit Plans
  - Financial statements
  - Quarterly Management performance against annual plan
  - Special Investigations
  - Reports arising from action items
  - Audit reports prepared quarterly by the Internal Auditor
- Each year the Committee Chair will provide an annual report to Council including information on the Committee's principal activities during the year.

## Meeting Practice

The ARIC Committee will establish its own meeting practice ensuring meetings are conducted in accordance with the Local Government Act, comply with Councils Policies but are conducive to open debate.

## Attendance and Quorum

A quorum will consist of a majority of Committee members. Meetings can be held in person, by telephone or by video conference.

## Voting

As the Committee has an advisory role, its recommendations are made by consensus and no recommendation is deemed to be a decision of Council, unless the matter is referred to the Council for determination. If consensus is not achieved and if required, the matter shall be referred to Council for determination.

## Chairperson Role

- The Chairperson shall be an Independent Member.
- Should the elected Chairperson be absent, the Deputy Chair shall be the Chairperson
- The agenda will be set by the Chairperson in consultation with the General Manager. Items shall be submitted to the nominated secretary 14 days before the next scheduled meeting date.
- If a Committee member wishes to raise an urgent/late item that is not on the agenda, the Chairperson shall determine the appropriate manner for dealing with the matter in accordance with Council's adopted Code of Meeting Practice.

## Administrative Support and Facilitator

Council will ensure appropriate administrative support is available to the Committee. A Facilitator shall be appointed by the General Manager who is responsible for coordinating the preparation of agendas, invitations and minutes of the Committee.

## Agenda

The Agenda shall be set by the Chair of the Committee in consultation with the General Manager and will be sent to each member at least one week before each meeting of the Committee, specifying the time and place at which and the date on which the meeting is to be held and the business proposed to be transacted at the meeting.

## Minutes

- Minutes of all ordinary/extraordinary Committee meetings will be kept in the Councils Electronic Documents Management System.
- The Facilitator is responsible for recording the minutes, which shall contain:
  - Description of the meeting (i.e. name of Committee, ordinary meeting, etc.), date, time and venue at which the meeting was held.
  - A list of persons present.
  - Notification of endorsement of minutes from previous the meeting.
  - Whether there was business arising from the minutes.
  - Notation of reports or correspondence.
  - Items of general business.
  - Time meeting closed, date and venue for next meeting.
- All minutes must be approved by the Chairperson in consultation with the General Manager and distributed to all members.

## Procedure for Changing the Charter

The Charter can only be changed by Council resolution at any time. The following procedures shall apply for the Committee to propose an amendment of the Charter to Council.

- a) Proposed changes to the Charter shall be submitted to the Committee Facilitator at least 21 days before any Committee meeting so that notice may be given to all members at least 14 days in advance of any meeting.
- b) Proposed changes will require a majority vote of the Committee membership.
- c) Amendments to the Charter will only be effective after a resolution of approval by the Council.

## Term of Office

- The Committee shall be appointed for the term of Council within nine calendar months of the Council taking office after an election.
- Council may also dissolve or amend the Committee in anyway by adopting a resolution at any time.

## Conflicts of Interest

Committee members must declare any conflict of interest and take appropriate action in accordance with the Code of Conduct at the start of each meeting or before discussion of the relevant agenda item or topic. Details of any conflicts of interest should be appropriately minuted.

Independent members are deemed to be designated persons under Section 441 of The Act and will be required to complete a pecuniary interest return in accordance with Section 449 of the Act.

## Induction and Training

New members will receive relevant information and briefings on their appointment to assist them to meet their Committee responsibilities.

## Vacancy

If for any reason a vacancy in the Committee membership occurs, the position shall be filled by appointment by Council.

## Performance

The Chair of the Committee, in consultation with the Mayor and General Manager, will initiate a review of the performance of the Committee every four years.

## Confidentiality

Independent members will be required to sign a Declaration of Confidentiality.

## Review of the Charter

- This Charter shall be reviewed every four years by Council to ensure it remains current, professional and meets legislative requirements.
- Any proposed amendments to the Charter can only be implemented following the approval by Council.

[www.midwestern.nsw.gov.au](http://www.midwestern.nsw.gov.au)

**MID-WESTERN REGIONAL COUNCIL**

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## 12.2 Audit Risk and Improvement Committee Minutes 15 May 2020

REPORT BY THE EXECUTIVE MANAGER, HUMAN RESOURCES  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, COR400236

### RECOMMENDATION

#### That Council:

1. receive the report by the Executive Manager, Human Resources on the Audit Risk and Improvement Committee Minutes 15 May 2020;
2. endorse the minutes and recommendations of the Audit Risk and Improvement Committee meeting 15 May 2020;
3. make representations to the Office of Local Government for an earlier issue of the Local Government Code of Accounting Practice and Financial Reporting; and
4. submit the ARIC representations to Local Government NSW and seek the support of the Joint Organisation.

---

### Executive summary

This report is to advise Council of the matters given consideration at the meeting of the Audit Risk and Improvement Committee held on 15 May 2020.

### Disclosure of Interest

Nil.

### Detailed report

The Audit Risk and Improvement Committee Charter requires the Committee to report to Council at the first opportunity (dependent on meeting schedules) after each meeting held. Attached to this report are the minutes of the May 2020 meeting.

### Community Plan implications

Theme	Good Governance
-------	-----------------

Goal	An effective and efficient organisation
------	---

Strategy	Prudently manage risks association with all Council activities
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### Strategic implications

#### Council Strategies

Not Applicable.

#### Council Policies

Audit Risk and Improvement Committee Charter.

**Legislation**

Not Applicable.

Financial implications

Not Applicable.

Associated Risks

Nil.

MICHELE GEORGE  
EXECUTIVE MANAGER, HUMAN RESOURCES

25 May 2020

*Attachments:* 1. 200515 ARIC Meeting Minutes.pdf.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

Mid-Western Regional Council

Date: 15 May 2020

## Minutes of the Audit, Risk and Improvement Committee

Held at the Council Chambers, 86 Market Street, Mudgee  
on 15 May 2020, commencing at 10:09AM and concluding at 11:30AM

PRESENT  
(in person)

John Stuart, Chair; John Bentley, Committee Member; John O'Neill, Committee Member; Michele George, Executive Manager Human Resources; Leonie Johnson, Chief Financial Officer, Erin Reid, Minute Taker.

PRESENT  
(conference call)

Brad Cam, General Manager; Ian Blake, Manager ICT; Tim Johnston, Manager Governance; Todd Dewey, Crowe; Levy Mpofu, Crowe.

### Item 1: Apologies

#### 1.1 APOLOGIES

#### **MOTION: Stuart/O'Neill**

**That the apology for Garry Hemsworth, Director Operations be accepted.**

### Item 2: Disclosure of Interest

There were no disclosures of interest

### Item 3: Confirmation of Minutes

#### **MOTION: O'Neill/ Bentley**

**That the Minutes of the previous ARIC Meeting held on 7 February 2020 be taken as read and confirmed.**

### Item 4: Matters in Progress

#### 4.1 MATTERS IN PROGRESS

#### **MOTION: Bentley/O'Neill**

**That the item Contractor Management Review be noted as completed and removed from matters in progress.**

2.

Audit, Risk and Improvement Committee

SUBJECT	REPORT NO. & DATE	RESOLUTION	ACTION
Fraud Control Improvement	2.2 - 16 August 2019	That the Audit, Risk and Improvement Committee notes the completed Fraud Control Improvement Checklist and that the Audit, Risk and Improvement Committee be updated on the Fraud Control Improvement every three months.	<b>Update to be provided at the 8 November 2019 ARIC Meeting.</b>  <b>Refer to report 6.10</b>
Interim Management Letter	2.3 – 16 August 2019	That ARIC:  1.receive the Interim Management Letter; 2.note the auditor recommendations and management responses; 3.request that a register to manage action items by their due dates be developed; 4. recommends progress on action items be reported back to ARIC every three months.	<b>Please refer to report 6.9</b>
Standing ARIC Agenda Items	2.1 – 8 November 2019	That the Audit Risk and Improvement Committee accept the suggestion by the Internal Auditor, that the following standing items be added to the ARIC agenda:  <ul style="list-style-type: none"> <li>• Conflict of Interest declaration at commencement</li> <li>• Fraud Risk register</li> <li>• Enterprise Risk Management</li> <li>• Legislative Compliance update</li> <li>• WHS</li> <li>• ICT risks</li> </ul>	<b>A standing items list has been added to the ARIC agenda moving forward. Please refer to this agenda.</b>  <b>At the 7 February 2020 meeting, ARIC confirmed that the Fraud register is a Fraud incident register</b>  <b>These items are found in the standing items section of this agenda.</b>



2.

SUBJECT	REPORT & DATE	NO.	RESOLUTION	ACTION
Contractor Management Review	2.7 – November 2019	8	That the Audit, Risk and Improvement Committee receive the Internal Auditors report on Contractor Management. The Crowe report reference item F4 'Insurance Certificates of Currency are not obtained once the original has expired' five contracts out of 15 where the certificates of currency were not current. This is to be followed up and reported back to the committee at the next meeting.	Please refer to item 6.3 of this agenda.  <b>RECOMMENDED FOR COMPLETION</b>
	6.2 – February 2020	2	That the Audit, Risk and Improvement Committee note the update on the Contractor Management Review. The Audit, Risk and Improvement Committee recommend that feedback be provided to the Events Team that certification of stall holders and event holders should be checked and recorded.	

**Item 5: Standing Items**

5.1 ENTERPRISE RISK MANAGEMENT

COR400236, COR400243

**MOTION: O'Neill/ Bentley**

**That the Audit Risk and Improvement Committee:**

1. receive the Enterprise Risk Management Report; and
2. endorse the Enterprise Risk Management Framework; and
3. note that the Enterprise Risk Management Framework will be reviewed annually.

5.2 LEGISLATIVE COMPLIANCE UPDATE

COR400236, COR400243

**MOTION: O'Neill/ Bentley**

**That the Audit Risk and Improvement Committee note the updated report by the Manager Governance.**

5.3 WORK HEALTH AND SAFETY REPORTS

COR400236, COR400243

2.

**MOTION: O'Neill/ Bentley**

**That the Audit Risk and Improvement Committee:**

1. receive the WHS Report for the following months:
  - a. January
  - b. February
  - c. March; and
2. note the updated WHS corrective actions register.

5.4 ICT RISK REGISTER

COR400236, COR400243

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee note the Report by the ICT Manager.**

5.5 FRAUD INCIDENT REGISTER

COR400236, COR400236

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee note the latest fraud incidents as noted in the register**

**Item 6:**

**Reports**

6.1 ANNUAL REPORT BY THE COMMITTEE CHAIR

COR400236, COR400236

**MOTION: O'Neill/ Bentley**

**That the Audit Risk and Improvement Committee receive the Annual Report by the Chair and recommend that the report be presented to the next Council meeting.**

**The Committee thanked the Executive Staff for their hard work and support over the first 12 months of ARIC meetings.**

6.2 INTERNAL AUDIT PROGRESS UPDATE

COR400236, COR400243

**MOTION: O'Neill/ Bentley**

**That the Audit Risk and Improvement Committee receive the Crowe Status Report.**

6.3 CONTRACTOR MANAGEMENT REVIEW - UPDATE

COR400236, COR400243

2.

**MOTION: Bentley/O'Neill**

**That the Audit, Risk and Improvement Committee note the update on the Contractor Management Review and completion of the Events certificate of Currency review.**

6.4 CODE OF ACCOUNTING – TIMELY RELEASE OF CODE  
UPDATES

COR400236, COR400236

**MOTION: O'Neill/ Bentley**

**That the Audit Risk and Improvement Committee:**

- 1. request council to make representations to the Office of Local Government for an earlier issue of the Local Government Code of Accounting Practice and Financial Reporting; and**
- 2. recommend that the Council submit the ARIC representations to Local Government NSW and seek the support of the Joint Organisation.**

6.5 INTERNAL AUDIT ASSET MANAGEMENT REVIEW

COR400236, COR400236

**MOTION: Bentley/O'Neill**

**That ARIC endorse the Internal Audit Asset Management Review and recommend the actionable items are followed up by management.**

6.6 MEMBERSHIP OF CIVICRISK MUTUAL

COR400236, COR400236

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee:**

- 1. receive the report by the Manager Governance on Council's membership of Civic Risk Mutual; and**
- 2. receive the Risk Management Due Diligence Review report when finalised by In-Consult during May 2020.**

6.7 MODIFICATION OF STATUTORY REQUIREMENTS IN  
RESPONSE TO THE COVID-19 PANDEMIC

COR400236, COR400236

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee note the modification of statutory and regulatory requirements in response to the COVID-19 pandemic.**

6.8 MANAGING FRAUD AND CORRUPTION RISKS DURING THE COVID-19 PANDEMIC

COR400236, COR400236; PUB600025; COR400272

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee:**

- 1. note the review of the fraud and corruption resources provided by OLG, including elevated risk in controls;**
- 2. note the interim COVID-19 procedures developed to date;**
- 3. request Council officers continue to review risks and controls associated with the changed working environment; and**
- 4. acknowledge the work done by Council staff in a timely and well done fashion in responding to the Covid-19 pandemic.**

6.9 INTERIM MANAGEMENT LETTER FOR MID-WESTERN REGIONAL COUNCIL - REGISTER AND UPDATE ON THE ACTION ITEMS

COR400236, COR400236

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee note the register and the progress on audit action items.**

**The Committee requested that a legend be added to the register at future meetings.**

6.10 FRAUD CONTROL IMPROVEMENT - SUMMARY OF ACTIONS UPDATE

COR400236, COR400236

**MOTION: Bentley/O'Neill**

**That the Audit Risk and Improvement Committee approve deferral of the Fraud Control Improvement project, and requests a revised project timeline be brought back to the next ARIC meeting.**

2.

**Item 7:           General Business**

Nil

**Item 8:           Correspondence**

Nil

**Item 9:           Closure**

There being no further business the meeting concluded at 11:30AM.

## 12.3 Local Traffic Committee - May Meeting 2020

REPORT BY THE ADMINISTRATION OFFICER, OPERATIONS  
TO 17 JUNE 2020 ORDINARY MEETING  
GOV400087, A100009

### RECOMMENDATION

#### That Council:

1. **receive the report by the Administration Officer, Operations on the Local Traffic Committee - May Meeting 2020;**
2. **agree that the Traffic Committee are to review TCP's when provided for the Classic Outback Trial**
3. **a) Use of the Percy Nott rest area as a U-turn bay is a council matter**  
**b) If the rest area is to be used as a U-turn bay, a plan with more details with the one way operation is required.**

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### 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).

### Disclosure of Interest

Nil

### Detailed report

The Local Traffic Committee meeting was held on Friday 15 May 2020.

One event report was considered

- Classic Outback Trail

One traffic report was considered

- Percy Nott Rest area – to be used as a U-turn bay for proposed childcare centre at 1B Sydney Road Mudgee.

General Business items included

- Town signage

Full discussion notes are included in the attached report.

## Community Plan implications

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

MICHELLE NEILSON  
ADMINISTRATION OFFICER, OPERATIONS

GARRY HEMSWORTH  
DIRECTOR OPERATIONS

2 June 2020

*Attachments:* 1. Minutes - May Local Traffic Committee.

APPROVED FOR SUBMISSION:

BRAD CAM  
GENERAL MANAGER

## Minutes of the Local Traffic Committee

Held at the Operations Meeting Room - Depot Road Mudgee  
on 15 May 2020.

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Present	Garry Hemsworth (MWRC), Deanne Freeman (RMS), Mark Fehon (NSW Police)
Apologies	Phil Blackman, Clr Alex Karavas and Garry McGovern
Secretary	Michelle Neilsen (MWRC)

The LTC meeting commenced at 9:30am.

### MINUTES OF PREVIOUS MEETING

## Minutes of the Local Traffic Committee

Held at the Operations Meeting Room - Depot Road Mudgee  
on 20 March 2020.

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Present	Garry Hemsworth Phil Blackman, Cr Alex Karavas, Garry McGovern (NSW Police), Angie Drooger (Transport for NSW), Sharon Grierson (Transport for NSW),
Apologies	Deanne Freeman (Transport for NSW),
Secretary	Gemma Wilkins (MWRC)
Observers	(via Rusha Rayan (MWRC), Michelle Neilsen (MWRC) zoom)

The LTC meeting commenced at 9:30am.

### MINUTES OF PREVIOUS MEETING

**MOTION: NSW Police Garry McGovern / Phillip Blackman**

**That the Minutes of the previous Local Traffic Committee held on 21 February 2020 be taken as read and confirmed.**



## 2

MID-WESTERN REGIONAL COUNCIL | LOCAL TRAFFIC COMMITTEE - 15 MAY 2020

MA

### MOTION CARRIED: Transport for NSW Deanne Freeman

*The motion was carried with Committee voting unanimously.*

Recommendation -

**That the Minutes of the previous Local Traffic Committee held on 20 March 2020 be taken as read and confirmed.**

### MATTERS IN PROGRESS

Matter in Progress to be reviewed at the June 2020 Local Traffic Committee meeting.

### PAST EVENT DEBRIEF

EVENT	

### CALENDAR OF EVENTS

FEBRUARY	DATE	Comments
Charity Shield	29 February 2020	
MARCH	DATE	Comments
Can Cruise		cancelled
Mudgee Show		No approvals required
APRIL	DATE	Comments
Mudgee Anzac Day March	25 April 2020	Approved
Gulgong Anzac Day March	25 April 2020	Cancelled
Kandos Anzac Day March	25 April 2020	
MAY	DATE	Comments
Mudgee Classic	3 <sup>rd</sup> May 2020	Cancelled
JUNE	DATE	Comments
Mudgee Glow		Proposed event – may not require traffic consideration
JULY	DATE	Comments
Small Farm Field Days	10-11 July 2020	Cancelled
AUGUST	DATE	Comments
Classic Outback Trial	13 August 2020	Forms part of this report
SEPTEMBER		
Flavours of Mudgee		

Red = Unapproved

Green = Approve

## 20/013 CLASSIC OUTBACK TRIAL

**RECOMMENDATION That Council**

Approve the event – “Classic Outback Trial”, be classified as a Class 2 Event under the ‘Guide to Traffic and Transport Management for Special Events Version 3.5’ and proceeds with the following conditions:

- a) Events are to be undertaken in accordance with the “Guide to Traffic and Transport Management for Special Events Version 3.5”,
- b) Traffic Control Plan/s (TCP) certified by a person with a ‘Worksite Traffic Control Certificate’ be included in the TMP;
- c) 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 3.5 and submitted to and approved by Council prior to the event;
- d) Events are to be undertaken in accordance with the requirements of the NSW Police Force with their approval documentation forwarded to Council for notation;
- e) Controlling noise as required by the Protection of the Environment Operations (Noise Control) Regulation 2000;
- f) Reimbursing Council for the cost of damage repairs;
- g) Complying with any of Council’s Law Enforcement Officers reasonable directives;
- h) Maintain areas in a clean and tidy condition. No obstructions are to be left on the roadways or footpaths;
- i) Any person directing traffic on a public road is required to possess an appropriate traffic controller’s certificate;
- j) 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, RMS and NSW Police Force is indemnified against any possible action as the result of the event;
- k) 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;
- l) Maintain a four-metre wide emergency vehicle lane;
- m) Advertise the proposed event in local newspapers with relevant information at least 2 weeks prior to the date;
- n) Notify NSW Ambulance and NSW Fire Brigade of the event;
- o) The organiser is to have a debrief with Council and Police with all traffic control documentation and controls tabled for review; and
- p) Roads and Maritime Services consent required for use of the State and Regional road network.

**MOTION CARRIED: NSW Police Mark Fehon / Deanne Freeman**

**That the above recommendation be accepted and approved.**

- (1) TCP requirement to be added to the conditions.
- (2) Road closure signs at the beginning and the end of the road closure. Once the organiser has submitted these TCP’s send out to the committee members for review.

## 4

MID-WESTERN REGIONAL COUNCIL | LOCAL TRAFFIC COMMITTEE - 15 MAY 2020

20/014 DA77/2020 PERCY NOTT REST AREA U-TURNING BAY - 1B SYDNEY ROAD  
CHILDCARE CENTRE

### RECOMMENDATION

#### That Council

1. **reject the submission to use Percy Nott Rest Area as a U-turn facility for proposed Childcare Centre at 1B Sydney Road Mudgee.**

Luke from Barnson presented to the Local Traffic Committee for the proposal for the Sydney Road Childcare Centre. RMS asked what number were expecting to turn left out of childcare centre. Maximum of 90 over a 2 hour period. Would this become a one way entry into the rest area. Yes it would be one way via the entry closest to the railway line and then a left turn only out of the rest area.

Police do conduct road side testing at this location. They are happy to work with other users in relation to this.

Luke departed meeting at 10.02am

RMS concerns are that this is not a good location for a childcare centre. RMS agree it is not ideal to use the rest area, but this was only location can be seen as the safest option. Council does not agree on the idea due to the fact that it is a rest area and there are pedestrian in that area and it being used as a parking area to collect child across the road. The No Standing area in the front of the childcare centre would push parents to do this. Appears to be little consultation with the businesses in the area. There are many issues with relation to this development.

From a traffic management component – it is a busy rest area. It does get used by trucks and other vehicles. Also it is used as a picnic area.

#### **MOTION CARRIED: Transport for NSW Deanne Freeman / Inspector Mark Fehon**

1. Usage of the rest area as a turn bay is a council matter.
2. If the rest area is to be used a u turn bay, a plan with more details with the one way operation is required.

**That the above recommendation be accepted and approved.**

20/015 MID-WESTERN REGION - TOWN GATEWAY SIGNAGE

**RECOMMENDATION** – This has been noted by the Traffic Committee. Not endorsed

#### That Council:

- a) **endorse the location of Town Gateway signage as set out in the body of the report.**

Town sign roads are not traffic committee but for the development department of the Transport for NSW

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## GENERAL BUSINESS

### MUDGEES CLASSIC –

Develop a small working party with Council, Police and Transport NSW and the organiser to resolve the outstanding issues for the Mudgees Classic to move forward for next year. Invite Luke from Transport NSW to discuss the use of the Castlereagh Hwy rather than Lue Road.

### 40km High Pedestrian area –

Feedback was to extend the area around St Matthews. Sharon Grierson has sent through an email to Garry in order to confirm the area. Also looking at Rylstone and Gulgong areas.

## CLOSURE

There being no further business the meeting concluded at 11.10am.

## Item 13: Urgent Business Without Notice

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### 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

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### LOCAL GOVERNMENT ACT, 1993

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#### 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.
  
1. (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.
  
2. (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

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**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

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*The following matters have been listed for consideration in Confidential Session:*

### **14.1 FlyPelican Regional Service Subsidy**

***The reason for dealing with this report confidentially is that it relates to commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it in accordance with Section 10A(2)(d)(i) 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 commercial details relating to the regional air service.***

### **14.2 Black Lead Lane Gulgong - Illegal Water Connection - Update**

***The reason for dealing with this report confidentially is that it relates to advice concerning litigation, or advice as comprises a discussion of this matter, that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege in accordance with Section 10A(2)(g) 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 Matters for discussion are of legal professional privilege..***

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.