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BUSINESS PAPER

Ordinary Council Meeting

6 December 2022

Aaron Johansson
Chief Executive Officer

We hereby give notice that an Ordinary Meeting of Council will be held on:
 Tuesday, 6 December 2022 at 6pm
 in the Council Chambers, Civic Centre
 184 - 194 Bourke Street, Goulburn

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Cr Peter Walker
Mayor

Aaron Johansson
Chief Executive Officer

1 OPENING MEETING

The Mayor will open the meeting and notify that this meeting is webcast live on the Council’s website.

2 ACKNOWLEDGEMENT OF COUNTRY

The following acknowledgement will be made by the Mayor or Chief Executive Officer.

“I would like to Acknowledge and pay our respects to the Aboriginal Elders both past and present, as well as emerging leaders, and Acknowledge the traditional custodians of the Land on which we meet today.”

3 COUNCILLORS DECLARATION AND/OR PRAYER

The Mayor will ask a Councillor to read either the following Declaration or Prayer on behalf of the Councillors present.

Declaration

“On behalf of the elected Councillors present here tonight I solemnly and sincerely declare and affirm that we will undertake the duties of the office of Councillor in the best interests of the people of Goulburn Mulwaree and that we will faithfully and impartially carry out the functions, powers, authorities and discretions vested in us to the best of our ability and judgement.”

OR

Prayer

“We thank thee, Lord, for this position of honour and trust. Give us the courage to serve our Council and community with honesty and integrity; and to discharge the duties entrusted to us for the common good of all mankind.”

4 APOLOGIES

The Mayor will call for any apologies.

Council will resolve to accept any apology.

5 APPLICATIONS FOR A LEAVE OF ABSENCE BY COUNCILLORS

Nil

6 LATE ITEMS / URGENT BUSINESS

The Mayor will call for any Late Items, Information or Urgent Business.

Council may resolve to accept any late item, information or urgent business to be discussed and/or determined at this meeting.

7 DISCLOSURE OF INTERESTS

With reference to Chapter 14 Local Government Act 1993, and Council’s Code of Conduct, Councillors are required to declare any conflicts of interest in the matters under consideration by Council at this meeting.

8 PRESENTATIONS

Nil

9 PUBLIC FORUM

- (1) In accordance with Council's Public Forum Guideline, Council permits members of the public to address Council meetings in open forum at every Ordinary Council meeting.
- (2) A person wishing to address a meeting must contact staff in Council's Executive Section by 5.00pm [either in writing or via telephone call] on the day of the meeting and provide their name, their contact details and summary details of the item they wish to speak about.
- (3) The Mayor or Chairperson will call members of the public to address the meeting in accordance with the order of business. The address should be for no more than 5 minutes duration.
- (4) Members of the public addressing Council must abide by similar standards that apply to Councillors under the Council's Code of Conduct and this Code of Meeting Practice.
- (5) If a member of the public addressing the meeting fails to comply with the Mayor or Chairperson's call to order, the Mayor or Chairperson may withdraw that person's right to address the meeting.
- (6) In making the address:
 - a. If the chairperson is the Mayor he or she should be addressed as 'Mr Mayor' or 'Madam Mayor' or 'Mayor Surname'.
 - b. When the chairperson is not the Mayor they should be addressed as Mr. or Madam Chair or Mr. or Madam Chairperson.
 - c. Councillors must be addressed as 'Councillor Surname'.
 - d. Officers must be addressed as Mr. or Madam [job title or surname] e.g Mr. Chief Executive Officer.

The general standards that apply in Council's Code of Conduct and Code of Meeting Practice (Section 4) are applicable to addresses made by the public in Public Forum.

10 CONFIRMATION OF MINUTES

10.1 MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD ON 15 NOVEMBER 2022

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Minutes of the Ordinary Meeting of Council held on 15 November 2022

RECOMMENDATION

That the Council minutes from Tuesday 15 November 2022 and contained in Minutes Pages No 1 to 14 inclusive and in Minute Nos 2022/403 to 2022/405 inclusive be confirmed.



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OUR MISSION TO BE EASY TO DO BUSINESS WITH

MINUTES

Ordinary Council Meeting

15 November 2022

Order Of Business

1	Opening Meeting	5
2	Acknowledgement of Country	5
3	Councillors Declaration and/or Prayer	5
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	Nil	
6	Late Items / Urgent Business	5
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	Nil	
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There were no closed session reports for determination.

17 Conclusion of the Meeting 14

**MINUTES OF GOULBURN MULWAREE COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBERS, CIVIC CENTRE, 184 - 194 BOURKE STREET,
GOULBURN
ON TUESDAY, 15 NOVEMBER 2022 AT 6PM**

PRESENT: Mayor Peter Walker, Deputy Mayor Steven Ruddell, Cr Andrew Banfield, Cr Carol James, Cr Bob Kirk, Cr Michael Prevedello, Cr Daniel Strickland, Cr Jason Shepherd, Cr Andy Wood.

IN ATTENDANCE: Aaron Johansson (Chief Executive Officer), Brendan Hollands (Director Corporate and Community Services), Kate Wooll (Acting Director Planning and Environment), Marina Hollands (Director Utilities), Robbie Hughes (Acting Director Operations) & Amy Croker (Office Manager Mayor and Chief Executive Officer).

1 OPENING MEETING

Mayor Peter Walker opened the meeting 6pm. The Mayor advised that the meeting would be webcast live.

2 ACKNOWLEDGEMENT OF COUNTRY

Mayor Peter Walker made the following acknowledgement.

“I would like to Acknowledge and pay our respects to the Aboriginal elders both past and present as well as emerging leaders, and Acknowledge the traditional custodians of the Land on which we meet today.”

3 COUNCILLORS DECLARATION AND/OR PRAYER

The opening prayer was read by Cr Carol James.

4 APOLOGIES

Nil

5 APPLICATIONS FOR A LEAVE OF ABSENCE BY COUNCILLORS

Nil

6 LATE ITEMS / URGENT BUSINESS

Nil

7 DISCLOSURE OF INTERESTS

Cr Andrew Banfield made a statement in relation to the Business Paper. He has assessed the Business Paper and does not perceive any declaration of interest is required to be declared in relation to his employment with Denrith Group of Companies.

Cr Jason Shepherd declared a significant non-pecuniary conflict of interest in Item 15.5 "Sustainability Advisory Committee - Expressions of Interest for Community Members" as some of the community members who expressed an interest to be a member of the Working Party also ran on my Council election ticket. Cr Jason Shepherd will leave the meeting while discussion on this item takes place.

Cr Jason Shepherd declared a non-pecuniary/non-significant conflict of interest in Item 15.9 "Councils Operational Update - October 2022" as Marulan Quarry is mentioned in the report. Cr Jason Shepherd's employer GHD provide services for the proponent however Cr Jason Shepherd is not involved in the project. As the disclosure was not of a significant nature Cr Jason Shepherd remained in the meeting while discussion took place.

8 PRESENTATIONS

Nil

9 PUBLIC FORUM

Nil

10 CONFIRMATION OF MINUTES

10.1 MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD ON 1 NOVEMBER 2022

RESOLUTION 2022/403

Moved: Cr Jason Shepherd

Seconded: Cr Andy Wood

That the Council minutes from Tuesday 1 November 2022 and contained in Minutes Pages No 1 to 11 inclusive and in Minute Nos 2022/393 to 2022/402 inclusive be confirmed.

CARRIED

11 MATTERS ARISING

11.1 MATTERS ARISING FROM COUNCIL MEETINGS MINUTES FROM THE 1 NOVEMBER 2022

Nil

11.2 OUTSTANDING TASK LIST FROM ALL PREVIOUS MEETINGS

RESOLUTION 2022/404

Moved: Cr Andy Wood

Seconded: Cr Steven Ruddell

That Council notes the Task List and authorises the deletion of completed tasks.

CARRIED

12 MAYORAL MINUTE(S)

12.1 MAYORAL MINUTE - STATEWIDE ROAD EMERGENCY DECLARATION

RESOLUTION 2022/405

Moved: Cr Peter Walker

That:

- 1. Council supports the declaration of a Statewide Road Emergency Declaration as announced by Local Government NSW and Country Mayors Association of NSW.**
- 2. As Mayor write to the Prime Minister of Australian The Hon Anthony Albanese MP and the Premier of New South Wales The Hon Dominic Perrottet MP advising of this Mayoral Minute and Statewide Road Emergency Declaration.**

CARRIED

13 NOTICE OF MOTION(S)

Nil

14 NOTICE OF RESCISSION(S)

Nil

15 REPORTS TO COUNCIL FOR DETERMINATION**15.1 AGRITOURISM - STATE POLICY AND PROPOSED AMENDMENTS TO GM LEP 2009****RESOLUTION 2022/406****Moved: Cr Michael Prevedello****Seconded: Cr Andrew Banfield****That:**

1. The report by the Business Manager Strategic Planning on issues associated with the introduction of new planning provisions for agritourism be received.
2. Council nominate that the NSW Department of Planning and Environment amend the provisions of the *Goulburn Mulwaree Local Environmental Plan 2009* to prohibit “agritourism” in the IN1 General Industrial, IN2 Light Industrial, IN3 Heavy Industrial and C2 Environmental Conservation Zones on the nomination form supplied by NSW Department of Planning and Environment.
3. Council request that the NSW Department of Planning and Environment amend the provisions of State Environmental Planning Policy (Exempt and Complying Development) 2008 relating to agritourism to:
 - a) Prohibit/exclude agritourism and farm stay in Industrial Zones and C2 Environmental Conservation Zones.
 - b) Be clearer about the application of the SEPP in relation to exempt development in the Sydney Drinking Water Catchment (outside the ‘Special Areas’) in relation to on site effluent management requirements.
 - c) Increase protections for biosecurity and setbacks to adjoining properties being used for primary industry.
4. Council request that the NSW Department of Planning and Environment provide staff or financial resources to address the likely influx of complaints resulting due to amenity issues and land use conflicts arising from the agritourism provisions.
5. Council request the NSW Department of Planning and Environment delays the implementation of these planning provisions until the appropriate corrections have been made.

Section 375A of the *Local Government Act 1993* requires General Managers to record which Councillors vote for and against each planning decision of the Council, and to make this information publicly available.

CARRIED

In Favour: Crs Andrew Banfield, Carol James, Bob Kirk, Michael Prevedello, Steven Ruddell, Daniel Strickland, Jason Shepherd, Peter Walker and Andy Wood

Against: Nil

15.2 QUARTERLY BUDGET REVIEW

RESOLUTION 2022/407

Moved: Cr Carol James

Seconded: Cr Steven Ruddell

That:

- 1. The report of the Director Corporate & Community Services on the September 2023 Quarterly Budget Review be noted.**
- 2. The budgeted variations contained within the September 2023 Quarterly Review be approved.**

CARRIED

15.3 2122T0015 SAFETY BARRIER SYSTEMS PANEL

RESOLUTION 2022/408

Moved: Cr Bob Kirk

Seconded: Cr Michael Prevedello

That

- 1. The report of the Business Manager Works on the supply and installation of Safety Barrier Systems Tender Panel be received.**
- 2. Council accepts tender submissions from the following companies for the supply and installation of Safety Barrier System on an as required basis for the period of four (4) years**
 - Euro Civil Pty Ltd**
 - Guardrail Infrastructure Pty Ltd**
 - Western Safety Barriers Group Pty Ltd**

CARRIED

15.4 COUNCIL POLICIES

RESOLUTION 2022/409

Moved: Cr Daniel Strickland

Seconded: Cr Andy Wood

That

1. The report Council Policies by the Business Manager Governance be received.
2. The following policies be placed on public exhibition for 28 days and if no submissions are received, they be adopted as Council policies:
 - (i) Alcohol and Other Drugs Policy
 - (ii) Leasing/Licencing of Council Property for Community Organisations Policy
 - (iii) Plaques & Memorials Policy
3. Any submissions received are to be considered and reported to Council prior to final adoption of the policy(s).

CARRIED

15.5 SUSTAINABILITY ADVISORY COMMITTEE - EXPRESSIONS OF INTEREST FOR COMMUNITY MEMBERS

Cr Jason Shepherd declared an interest in this item and took no part in the discussion or voting on the matter. At 6:25 pm, Cr Jason Shepherd left the meeting.

RESOLUTION 2022/410

Moved: Cr Steven Ruddell

Seconded: Cr Andrew Banfield

That

1. The report from the Director Utilities for the Sustainability Advisory Committee Expressions of Interest for Community Members be received.
2. Council appoints Richard Ernst, Roger Grice, Danielle Marsden-Ballard, Michael Michaelmore, Sonya Reyes, Ray Shiel and Nathan Smith as the community representatives to the Sustainability Advisory Committee.
3. All applicants be advised of the results of the expression of interest process and the first meeting be arranged.

CARRIED

At 6:25 pm, Cr Jason Shepherd returned to the meeting.

15.6 GOULBURN COMMUNITY CENTRE WORKING PARTY**RESOLUTION 2022/411****Moved: Cr Steven Ruddell****Seconded: Cr Carol James****That:**

- 1. The report from the Director Corporate & Community Services on the Goulburn Community Centre Working Party be received and endorsed.**
- 2. The following Expressions of Interest to be on the Goulburn Community Centre Working Party be accepted:**
 - i. Jacki Waugh**
 - ii. Lorraine Emerton**
 - iii. James Styles**
 - iv. Ray Shiel**
 - v. Alan Whitten**
- 3. The Community Centre Terms of Reference be updated to increase community representation on the Working Party to five (5).**

CARRIED**15.7 MONTHLY FINANCIAL REPORT****RESOLUTION 2022/412****Moved: Cr Steven Ruddell****Seconded: Cr Bob Kirk****That the report by the Director Corporate & Community Services on the Monthly Financial Report be received.****CARRIED****15.8 STATEMENT OF INVESTMENTS & BANK BALANCES****RESOLUTION 2022/413****Moved: Cr Bob Kirk****Seconded: Cr Andy Wood****That the report by the Director Corporate & Community Services on the Statement of Investments and Bank Balances be received.****CARRIED**

15.9 COUNCILS OPERATIONAL UPDATE - OCTOBER 2022

RESOLUTION 2022/414

Moved: Cr Daniel Strickland

Seconded: Cr Steven Ruddell

That the report from the Chief Executive Officer on the Council's Operational Update for October 2022 be received and noted.

CARRIED

15.10 MINUTES OF THE RAY HARVEY SPORTS FOUNDATION COMMITTEE MEETING HELD ON 24 OCTOBER 2022

RESOLUTION 2022/415

Moved: Cr Michael Prevedello

Seconded: Cr Carol James

That:

1. That the report from the Acting Director Operations in regards to the Ray Harvey Sports Foundation Committee minutes from Monday 24 October 2022 be received and the decisions of the Committee become the decisions of Council.
2. As per Committee Resolution 2022/10
 - The Ray Harvey Sports Foundation Committee allocate funds to the successful applicants outlined in the table below:

Name	Sport	Funding
Jessica Hassan	Athletics	\$200.00
Joshua Kalozi	Athletics	\$200.00
John Ryder Edwards	Basketball	\$200.00
Ethan Hunt	Cricket	\$500.00
Hayley Francis	Hockey	\$200.00
Airlee Shiel	Hockey	\$200.00
Eamon Shiel	Hockey	\$200.00
Cameron Schultz	Hockey	\$200.00
Tegan Schultz	Hockey	\$200.00
Thomas Cunningham	Motocross	\$200.00
Goulburn Motorcycle Club	Motorcycling	\$2,000.00
Ella Hurtis	Snow Skiing	\$200.00
Lilly Ryan	Snow Skiing	\$200.00
Millicent McCullen	Swimming	\$200.00
Harper Tarplee	Soccer	\$200.00
Total		\$5,100.00

3. The cheque presentation for successful applicants be held at 5.15pm before the Ordinary Meeting of Council Tuesday 6 December 2022, subject to approval of minutes at the 15 November 2022 Ordinary Meeting of Council and any social distancing restrictions in place for Covid-19.

CARRIED

15.11 GOULBURN MULWAREE AWARD WORKING PARTY MINUTES - 31 OCTOBER 2022

RESOLUTION 2022/416

Moved: Cr Jason Shepherd

Seconded: Cr Steven Ruddell

That the report from the Chief Executive Officer in relation to the Goulburn Mulwaree Award Working Party Meeting Minutes held on the 31 October 2022 be received.

CARRIED

15.12 EXTERNAL MEETING MINUTES

RESOLUTION 2022/417

Moved: Cr Andy Wood

Seconded: Cr Carol James

That the report from the Chief Executive Officer on the following External Meeting Minutes be received:

- 1. Woodlawn Community Consultative Committee Meeting held 5 October 2022.**

CARRIED

16 CLOSED SESSION

Council must resolve to move into Closed Session to deal with any items under s10 *Local Government Act 1993*.

There were no closed session reports for determination.

17 CONCLUSION OF THE MEETING

The Meeting closed at 6.51pm.

The minutes of this meeting were confirmed at the Ordinary Council Meeting held on 6 December 2022.

.....
Cr Peter Walker
Mayor

.....
Aaron Johansson
Chief Executive Officer

11 MATTERS ARISING

11.1 MATTERS ARISING FROM COUNCIL MEETINGS MINUTES FROM THE 15 NOVEMBER 2022

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: Nil

11.2 OUTSTANDING TASK LIST FROM ALL PREVIOUS MEETINGS

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Outstanding task list from - 6 December 2022 [↓](#) 

RECOMMENDATION

That Council notes the Task List and authorises the deletion of completed tasks.

REPORT

Please find attached the Task List for matters resolved at previous Council meetings that are still currently under action.

OUTSTANDING TASK LIST



Item/Task	Responsible Officer	Status
<p><u>South Goulburn Threaten Species Master Plan</u> Review Master Plan</p>	<p>Director Planning & Environment</p>	<p>Preliminary findings are being reviewed. Council will receive a report on this matter by the end of February 2023.</p>
<p><u>Waste to Energy Future Action</u></p> <ul style="list-style-type: none"> • Continue engagement with wider community and raise awareness of associated issues and impacts of Veolia’s proposal • Continue obtaining community views 	<p>Chief Executive Officer</p>	<p>EIS for project has now been received with a submission being prepared by Officers. An Extraordinary Council Meeting will be held on the 29 November 2022 to endorse the Council submission.</p>
<p><u>St John’s Orphanage</u></p> <ul style="list-style-type: none"> • Demolition order compliance by 31 January 2021 for Building A – then legal action if not compliant • Legal action in local court on Buildings B, C & D 	<p>Director Planning & Environment</p>	<p>Correspondence received on 5 July has indicated that asbestos removal to be completed by the end of September and demolition to be completed by the end of November 2022.</p>
<p><u>Water Treatment Plants – Goulburn</u> Seeking rezoning to allow expansion of Treatment Plants</p>	<p>Director Planning & Environment</p>	<p>Goulburn Planning Proposal remains ongoing.</p>
<p><u>Draft Victoria Park & Carr Confoy Plans of Management</u></p> <ul style="list-style-type: none"> • Submit draft plans of Management to DPI for Ministers written consent to publicly exhibit • Upon receipt of consent offer draft plans of management for community consultation for a period of 42 days • As part of community consultation process circulate PoMs to relevant organisations 	<p>Director Corporate and Community Services</p>	<p>Draft Victoria Park Plan of Management closed 19 October however further consultation required with various stakeholders. Written submissions from these stakeholders close 17 November. Report to be presented to Council in December for adoption.</p> <p>Draft Carr Confoy Sportsground and Park Plan of Management submitted for Ministerial consent</p>
<p><u>Policy Review</u> All Council polices currently been reviewed and updated. Revised policies will be placed on public exhibition before being adopted as updated policies.</p>	<p>All Directors</p>	<p>Final policies for review are included in this agenda</p> <p>RECOMMEND COMPLETION</p>

OUTSTANDING TASK LIST



Item/Task	Responsible Officer	Status
<p><u>Community Centre</u></p> <ul style="list-style-type: none"> • A Staff Working Party be established to identify the broad requirements for a Community Centre. • A Community Centre Working Party be established to determine the preferred location, proposed services provided and an initial concept layout plan, indicative capital and operational costs for a new Community Centre. 	<p>Director Corporate and Community Services</p>	<p>EOI report included in this agenda.</p> <p>RECOMMEND COMPLETION</p>
<p><u>Transportation Asset Management Overview</u></p> <p>Staff carry out an updated condition assessment of the road network to determine current condition scores with findings presented to Council in a future report.</p>	<p>Operations Directorate</p>	<p>External consultant is currently being engaged to carry out condition assessment. Report expected by the end of 2022.</p>

12 MAYORAL MINUTE(S)

Nil

13 NOTICE OF MOTION(S)

Nil

14 NOTICE OF RESCISSION(S)

Nil

15 REPORTS TO COUNCIL FOR DETERMINATION

15.1 ELECTION SIGNAGE POLICY

Author: Director Planning & Environment

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Electoral Signage Policy [↓](#) 

Link to Community Strategic Plan:	4. Our Environment EN4 Maintain a balance between growth, development and environmental protection through sensible planning.
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION

That

1. The report from the Director Planning & Environmental Services on the Election Signage Policy be received.
2. Council places the revised Policy on public exhibition for 28 days and if no comments are received, it will be adopted as one of Council's policies.
3. Any submissions received will be considered and reported to Council for final adoption of the policy.

BACKGROUND

This report presents the draft Election Signage Policy which has been created to support decision making in relation to the application of Clauses 2.106 and 2.107 of the State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 and Clause 3.26 of the of the State Environmental Planning Policy (Industry and Employment) 2021.

The contents of the draft policy were discussed at the Council briefing on 22 November 2022.

REPORT

During the Federal Election that took place in early 2022, Council received 118 individual complaints in relation to the display of election signage. The actioning of these complaints required significant Council resources and created unnecessary media attention.

To provide a consistent approach to all candidates and parties, staff relied upon the provisions of the State Environmental Planning Policy (Exempt & Complying Development Codes) 2008, in which a specific section relates to the display of election signage.

The draft policy aims to outline the requirements in relation to the placement of election signage within the Goulburn Mulwaree LGA during Federal, State and Local Government elections. Political advertising on Council owned, controlled or managed land or infrastructure is prohibited. This allows Council to remain impartial during election campaigns and ensures that all candidates and political parties have equal opportunity to display election signage.

With a state government election scheduled for early 2023 it is important for Council to have a clear policy position so that all stakeholders understand the parameters in relation to election signage and how the SEPPs will be enforced. Should the policy be adopted it is the intention of

staff to write to all candidates and parties prior to the election to advise of Council's position in relation to election signage.



Electoral Signage Policy



GOULBURN MULWAREE COUNCIL ELECTORAL SIGNAGE POLICY

POLICY OBJECTIVE

The purpose of this Policy is to outline the requirements in relation to the placement of election signage within the Goulburn Mulwaree Local Government Area (LGA) during Federal, State and Local Government elections.

Political advertising on Council owned, controlled or managed land or infrastructure is prohibited. This allows Council to remain impartial during election campaigns and ensures that all candidates and political parties have equal opportunity to display election signage.

LEGISLATIVE PROVISIONS

Electoral Act 2017

Commonwealth Electoral Act 1918 (Cth)

Local Government Act 1993

Parliamentary Electorates and Elections Act 1912

Public Spaces (Unattended Property) Act 2021

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Industry and Employment) 2021

POLICY STATEMENT

This Policy applies to the placement, erection and display of election and/or referenda signs and signage erected in the LGA for any Federal, State or Local Government election or referenda.

This Policy outlines Council's intention to implement the requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (SEPP)*, *State Environmental Planning Policy (Industry and Employment) 2021* and other relevant legislative provisions.

The specifications regarding placement and display of election signage which are stated in the SEPP are not replicated in this Policy. Details of the specifications for election signage should be obtained directly from the SEPP.

Definitions

For the purposes of this Policy:

- Candidate - a person who has nominated for election
- Registered political party – a body or organisation that promotes endorsed candidate/s for election and is registered with the respective electoral commission
- Public land/space – Council owned, controlled or managed land or infrastructure including:
 - telephone/power poles
 - trees, shrubs or plants
 - street signs, traffic control signs or parking signs
 - footpath areas
 - parks and nature reserves
 - any structures within a road reserve
 - median strips, traffic islands or roundabouts
 - any place that causes a sight obstruction or hazard/danger to the public.



GOULBURN MULWAREE COUNCIL
ELECTORAL SIGNAGE POLICY

Enforcement and Compliance

In addition to the requirements of the SEPP and in accordance with Council's Enforcement Policy, the following are points of clarification and interpretation:

- Election signage must not be attached to a heritage item
- Election signage must only be displayed for five weeks preceding election day.
- Election signage must only be displayed for one week following election day.
- Election signage must not be displayed on a trailer parked on a road or road-related area.
- Election signage must not be displayed on a trailer parked on land other than a road or road related area, but visible from a road or road-related area, without development consent.
- Development consent is required to be sought for signage on private property in excess of 0.8m² in area.
- Where signage is placed on a corner block or lots with multiple frontages, Council will allow one sign per candidate/political party per frontage, not more than 0.8m² in area.
- No signage is permitted on public land/space, property and or infrastructure.
- Signage will be immediately removed in circumstances where sight obstruction or hazard/danger to the public exists.
- Where Council can validate a non-compliance with the SEPP and/or this Policy, Council will issue a single warning to the candidate and their associated political party, if applicable.
- Following the single warning, Council will require that the sign be removed within an appropriate timeframe as determined by the Business Manager Environment & Health. Decision as to the appropriate timeframe will be subject to:
 - Risk to public or property
 - Traffic obstruction/impediment
 - Repeated non-compliances

Regardless of the above, a maximum of 24 hours will be given to facilitate compliance.

- If an election sign/s is impounded the candidate or an authorised representative of the associated political party must retrieve the sign/s within 7 days. Candidates and/or political parties that fail to retrieve the sign/s within this timeframe may be subject to a penalty infringement notice for development without consent in accordance with the EPA Act 1979 and associated disposal costs to the Goulburn Waste Management Centre.
- Where Council determines that the proliferation of a number and/or density of signage may cause a safety risk to the public, Council will use its discretion to remove the signage.

Related Documents

Council's Enforcement Policy
NSW Transport Corridor Outdoor Advertising and Signage Guidelines

Version	Council Meeting Date	Resolution	Adoption Date	Effective From
All policies can be reviewed or revoked by resolution of Council at anytime.				

DIRECTORATE: Planning & Environment

BUSINESS UNIT: Environment & Health

15.2 DRAFT HERITAGE STRATEGY 2022-2025

Author: Landscape & Heritage Planner
 Director Planning & Environment

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Draft Heritage Strategy 2022-2025  

Reference to LSPS:	Planning Priority 9: Heritage – Vision 2040 – Goulburn Mulwaree’s cultural heritage is conserved, actively adapted for use (where appropriate) and celebrated.
Key Issues:	Management of Council’s heritage programs

RECOMMENDATION

That:

1. The report from the Landscape & Heritage Planner on the Draft Heritage Strategy be noted.
2. Council publicly exhibits the Draft Heritage Strategy for a period of 28 days.
3. Should no significant amendments be required following the public exhibition period, or no submissions objecting to the Strategy be received that the Strategy be adopted.

Section 375A of the *Local Government Act 1993* requires General Managers to record which Councillors vote for and against each planning decision of the Council, and to make this information publicly available.

BACKGROUND

A current Heritage Strategy guides Council in its management of heritage and is a requirement that enables Council to receive grant funding from Heritage NSW for its Heritage Advisor service and Local Heritage Grant program.

REPORT

Council has prepared a Draft Heritage Strategy for the period 2022 to 2025 – please refer to **Attachment 1**. The document has been prepared in accordance with the NSW government guidelines for preparing a heritage strategy. The strategy is a requirement of the NSW Department of Planning, Industry and Environment for Council to receive grants for its heritage programs e.g., Heritage Adviser, Heritage Grants and potentially other funding streams.

The strategy reflects Council’s commitment to heritage management and describes its achievements and future goals. It includes a heritage adviser service, annual heritage grant program, appropriate management of Council owned heritage assets, consultation with residents and property owners, inclusion of heritage in Council’s planning system and the promotion of sympathetic and sustainable infill development.

Participation in Heritage NSW grants programs is also included in the Heritage Strategy.

Heritage NSW has commented on the Draft Heritage Strategy to ensure that the language used is current best practice.

Conclusion and Recommendation

A Draft Heritage Strategy 2022-2025 has been prepared for the purpose of Public Consultation.

It is recommended that Council place the Draft Heritage Strategy on public exhibition for a period of 28 days. Should no significant amendments be required (i.e. beyond minor edits) following the public exhibition period that the Strategy be adopted.

FINANCIAL IMPLICATIONS

None as a direct result of this report, however the terms of funding from the State for some Heritage Programs (i.e., Local Heritage Grants Scheme and Heritage Advisory Service) is dependent on Council having this Strategy in place.

LEGAL IMPLICATIONS

None



Goulburn Mulwaree Heritage Strategy 2022-2025



GOULBURN MULWAREE COUNCIL HERITAGE STRATEGY 2022-2025

STRATEGY OBJECTIVE

To establish guidelines and criteria for the management of heritage in the Goulburn Mulwaree Council area.

LEGISLATIVE PROVISIONS

Nil

STRATEGY STATEMENT

Introduction

Goulburn Mulwaree is an area rich in both Aboriginal and European heritage. Council is committed to recording and preserving the heritage of the area.

The GMC Community Strategic Plan 2042 under the heading Our Environment, includes Strategy C13. "Implement planning and development policies and plans that protect our built, cultural, and natural heritage."

Council's *Local Strategic Planning Statement* (LSPS) includes heritage as a Planning Priority (No. 9). The vision for heritage is "Goulburn Mulwaree's cultural heritage is conserved, actively adapted for use (where appropriate) and celebrated." Challenges are identified in the LSPS as being:

- Ensuring the promotion of heritage as an opportunity rather than a constraint to development;
- Ongoing consultation is maintained with all relevant bodies;
- Protection of Aboriginal and European cultural heritage;
- Identification of cultural heritage on isolated rural properties;
- Funding for maintenance and enhancement of cultural heritage;
- Assessment of cultural heritage landscapes; and
- Adapting heritage buildings for sustainability without impacting their significance.

The key performance indicator (KPI) to measure the outcome is "*Number of heritage buildings and sites protected and enhanced*". This objective will be carried out in partnership with the community and other relevant government authorities.

Council is committed to balancing the community's need to use and enjoy our natural resources with their protection, enhancement and renewal.

This Heritage Strategy is designed to achieve these heritage outcomes.

Historic background - Aboriginal habitation

Goulburn Mulwaree is part of the continuum of Aboriginal habitation of Australia. The earliest occupation site in the vicinity of Goulburn Mulwaree in the Australian Alps has deposits that have been radiocarbon dated to 21,000 years ago. The majority of sites in the region date to 3-5,000 years ago.

Two major language groups were identified within the Goulburn Mulwaree region at the time of European contact; the Gandangara to the north of Goulburn and the Ngunawal to the south. It's likely that these tribal boundaries incorporated a number of distinct aboriginal communities with their own dialects, who were probably linked by kinship networks, common beliefs, ceremonies and customs.

Aboriginal people from the area maintained contact with surrounding groups and an absence of natural physical barriers in the landscape meant that travel was relatively easy. Large gatherings of



GOULBURN MULWAREE COUNCIL HERITAGE STRATEGY 2022-2025

Aboriginal people met in Goulburn with records of corroborees being held at Rocky Hill, the old railway quarry on the Wollondilly River, Mulwaree Flats near Lansdowne Bridge at the Goulburn Brewery, and where the Goulburn rail station is located now. Recorded Aboriginal heritage sites within Goulburn Mulwaree generally occur in the vicinity of watercourses, in elevated areas and in areas with suitable geology or mature vegetation.

Aboriginal and European Interaction

The region was first visited by Europeans in 1798. The exploratory party of John Wilson and John Price reached Towrang. In 1820 Joseph Wild travelled south of the Cookbundoon Range to find a large lake – Lake George. From hills to the north-east of Lake George Wild saw “the fires of the natives who appeared numerous” indicating the presence of aboriginal people in the area.

Diseases introduced by Europeans had a disastrous effect on the Aboriginal population. In 1845 Francis Murphy of Bungonia reported that the formerly numerous Aboriginal population had declined to an estimated 20-100 individuals. In 1848 the bench of Magistrates estimated that the local Aboriginal population consisted of only 25 people.

European Settlement

Exploration by Hamilton Hume, Charles Throsby, James Meehan and John Oxley in 1817-1820 made the early colonists aware of the proximity and good grazing potential of the southern tablelands. During the course of the 1820s an increasing amount of land in the area was settled and market centres were established along the major lines of communication south from Sydney. The key centre for the Southern Tablelands was Goulburn. Governor Lachlan Macquarie ratified the name in honour of Henry Goulburn, secretary of the colonies. Goulburn Plains (now North Goulburn) was marked out in 1828. The old township was built around the confluence of the Wollondilly and Mulwaree Rivers.

Governor Bourke visited the old town in 1832 and owing to the repeated flooding of the area he ordered the survey of an area on higher ground to the south west. The layout of the adjacent township of Goulburn was created in 1832-33 as the administrative centre. The present city centre was surveyed in 1833. Due to a large swamp and lagoon the old and new towns were virtually separated for many years. They were eventually united by Lagoon Street.

By 1841 there were 655 people in the town and by 1845 the population had grown to 1,200. There were five stores and five inns in 1844 and by 1867 there were more than 20 hotels. Bradley's flourmill and brewery was built between 1836 and 1845 and by 1850 Goulburn had become a municipality. The growth of the municipality was reflected in the establishment of a Masonic lodge, two Oddfellow's lodges and a Mechanics Institute by 1867. By 1870 four newspapers had been established – the Herald in 1848, the Argus in 1864, the Southern Morning Herald in 1868 and the Evening Post in 1870. In addition to the hotels, Goulburn also became a major ecclesiastical centre for the southern tablelands. The Scots church and manse were opened in 1841. Goulburn became the centre of a Church of England bishopric in 1863 and also a Roman Catholic diocese in 1867.

In 1869 the construction of the railway robbed the city of the connection to the Mulwaree Ponds – the water that had helped establish the town's original location. The railway line to Goulburn was officially opened by Lord and Lady Belmore in 1869 and six years later in 1875 it was extended south. Other significant infrastructure within the town included the present Post Office in Auburn Street which opened in 1881 and the Court House in 1887. The Goal, existing Hospital and Kenmore Mental Hospital also date to the 1880s.

Goulburn maintained a strong transport focus due to its location and importance as a regional centre and its railway and infrastructure. The construction of the railway and yard facilities in Goulburn generated employment for many years, however, the significant growth of road transport in the post war years modified the earlier railway and workshop focus. During the 1950s Goulburn developed large wool stores. Goulburn remained a large provincial centre with the infrastructure of government and churches reflected in the impressive public buildings.



GOULBURN MULWAREE COUNCIL HERITAGE STRATEGY 2022-2025

The housing stock in Goulburn ranges from humble workers' cottages through to the architect designed buildings of the social elite. All eras are represented and are often mixed together. The centre of the town contains the majority of the older buildings with the age of buildings reducing as newer areas were developed further from the town centre. There are older originally outlying buildings mixed amongst the newer development giving the city an interesting character.

Outlying towns of Marulan and Bungonia were developed concurrently or a little earlier than Goulburn and contain their own character and history and contribute to the historical development and understanding of the region. Tallong, Towrang, Tarago, Lake Bathurst all contain history and Heritage Items. The rural areas contain numerous Heritage Items dating from the convict era.

To prepare this strategy Council followed the NSW Office of Environment and Heritage publication *Recommendations for Local Council Heritage Management*, July, 2013 version.

Recommendation 1: Establish a Heritage Committee to deal with heritage matters in your area

Heritage Committee

Council utilises the assistance of Community based heritage groups when required. There are a number of groups with a heritage focus in our Local Government Area (LGA) including;

- History Goulburn;
- Marulan Historical Society;
- Goulburn Heritage Group; and
- Bungonia and District Historical Society.

The Heritage groups are independent of Council. Council has achieved considerable success with the group's active participation in presenting community opinion on the preservation of Goulburn Mulwaree's heritage.

Development Applications that have the potential for significant heritage impact are referred to the relevant group for their consideration. Liaison with the groups has achieved the outcome of increased community participation, awareness and appreciation of heritage. It is anticipated that this association and positive interaction will continue in the future.

Recommendation 2: Identify the Heritage Items in your area and list them in your Local Environmental Plan

Approximately 600 individual local Heritage Items are listed on Schedule 5 of the *Goulburn Mulwaree Local Environmental Plan 2009* (LEP). The LEP also includes Heritage Conservation Areas. Council will continue to investigate and report on places of heritage significance within the LGA during the period 2022-2025. Council undertakes to legally protect all Heritage Items including Aboriginal, historical, archaeological and natural heritage.

A comprehensive review of LEP Schedule 5 – Environmental Heritage items was completed in 2021. The review checked that the information for each item such as address, Lot and DP etc. was accurate and separated a number of grouped items into individual items for clarity. No new heritage items were added to Schedule 5 as part of this work.

Council completed a review of its Heritage Study in January 2018. The outcomes of the Heritage Study Review 2018 have been incorporated into Council's LEP and DCP.

In 2010 an Aboriginal Heritage Study was commissioned by Council with the support of the NSW Office of Environment and Heritage. The recommendations of this study were included in Council's Local Environmental Plan.



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The Council's adopted Urban and Fringe Housing Strategy identifies several hundred hectares of rural land on the peripheries of the Goulburn and Marulan urban areas for future residential development. The land is subject to a rezoning process through planning proposals which must be accompanied by Aboriginal Cultural Heritage Assessments. These Assessments must include as a minimum evidence of a site inspection accompanied by a member of the local Aboriginal community, consultation with the Local Aboriginal Land Council and assessment of the Potential Archeological Deposit sites. The findings from these Aboriginal Cultural Heritage Assessments will directly inform our understanding of Aboriginal occupation and activity in the area and, as required, inform updates and amendments to the Local Environmental Plan.

Council consults with the Pejar Local Aboriginal Land Council and Mulwaree Aboriginal Community Inc. for their comment on relevant development matters and other issues as needed. Council utilises the Aboriginal Due Diligence process, as required, in its Development Application Assessment.

Statements of Heritage Significance and heritage data for items currently listed on the *Goulburn Mulwaree Local Environmental Plan 2009* will continue to be revised on Council's State Heritage Inventory (SHI) database. In an endeavour to increase knowledge and proactive heritage management, liaison between Council's Heritage Advisor and History Goulburn, Marulan Historical Society, Goulburn Heritage Group and Bungonia and District Historical Society is encouraged.

The Goulburn Mulwaree Archaeological Management Plan (AMP) adopted by Council on 15 December 2009 identified an additional 16 Archaeological Heritage Items. These are being considered by Council for listing on the LEP. Further consideration will also be given to the listing of identifiable heritage precincts.

Outcome 2: Increased knowledge and proactive management of heritage in Goulburn Mulwaree.

Recommendation 3: Appoint a heritage and urban design advisor to assist the Council, the community and owners of listed heritage items

The Heritage Advisory Program has been conducted in Goulburn since 1989. Goulburn Mulwaree Council will continue to employ a full-time Strategic Planner and consultant Heritage Advisor. In this way, Council is dedicated to addressing its heritage responsibilities in a practical and progressive manner. The broad range of heritage skills available provides for positive interaction on heritage matters between Council's planning personnel, the Heritage Advisor and the community.

Goulburn Mulwaree residents will continue to be encouraged to discuss proposed work on Heritage Items with Council staff initially and the Heritage Advisor as required. Assessment processes for Development Applications (DAs) will continue to require written advice from the Heritage Advisor and architectural reviews of major projects. Efforts by planning personnel to assist Council's clients to achieve the best possible outcomes will continue to be a priority.

Outcome 3: Increased community participation and proactive heritage and urban design management in Goulburn Mulwaree.

Recommendation 4: Manage local heritage in a positive manner

Goulburn Mulwaree will continue to consult with the community on heritage issues and to encourage heritage preservation in the LGA. In particular Council will:

- a) Continue to encourage residents to utilise the Local Heritage Fund and to use the services of the Heritage Advisor when planning restoration of heritage buildings
- b) Focus on the identification and preservation of sites and places and generate a positive community interest in heritage conservation



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- c) Continue support for the 'Local History' section of the Goulburn Library. This section of the library fulfils the public need for the provision of local histories and genealogical publications and providing assistance to the community in researching local heritage
- d) Liaise with Marulan Heritage Society, Bungonia and District Historical Society and History Goulburn and support them in their efforts as repositories for the district's history
- e) Liaise with the Goulburn Heritage Group
- f) Give consideration to the request from members of the Marulan community for the establishment of a Conservation Management Area

The Goulburn Heritage Study (1983) identifies 311 (non listed) buildings that contribute to the character and significance of the Conservation Area. They generally display the use of characteristic compatible forms, materials and other characteristic features that contribute to the conservation area as a whole, but to a lesser extent than highly contributory State or locally listed heritage items.

Contributory items do not hold the same significance as State or locally listed heritage items but display moderate significance in terms of the following:

- Shows or is associated with, creative or technical innovation or achievement
- Is the inspiration for a creative or technical innovation or achievement;
- Is aesthetically distinctive;
- Has landmark qualities; and
- Exemplifies a particular taste, style or technology.

The Goulburn Heritage Study 1983 assessment area did not encompass the entirety of the Goulburn Heritage Conservation Area and omitted consideration of extensive peripheral areas. The more limited scope of the assessment area relative to the conservation boundary and the dated nature of the study highlights an opportunity to reassess existing contributory items within the study area and identify additional items within the entirety of the Goulburn Heritage Conservation Area.

A thorough process of reassessment and investigation of all properties within the Goulburn Conservation Area is currently being undertaken for their contribution to the quality and character of the Heritage Conservation Area. This investigation will utilise the services of Council's heritage advisor, draw upon Statements of Heritage Significance, require site visits and photographs and draw upon local knowledge to provide an up to date and definitive list of contributory items in the Goulburn Heritage Conservation Area.

Outcome 4: Proactive heritage and urban design management in Goulburn Mulwaree.

Recommendation 5: Introduce a Local Heritage Fund to provide incentive grants to encourage local heritage projects

Goulburn Mulwaree, with the support of the Heritage NSW will continue to operate its Local Heritage Fund program in the years 2022-2025. This program has to date been successful in achieving interest from the community and it is expected that the maximum available funding will be utilised in restoration projects.

Council can direct the grant program to specific areas as it did in 2011-2013 when it targeted commercial heritage buildings in Auburn Street in the CBD (the main street) prior to Goulburn's 150th birthday celebrations.

Council has also independently funded grants for Goulburn's CBD buildings. The focus of the CBD grants is to improve the visual appearance of the precinct.

Outcome 5: Increased community participation and proactive conservation and management of heritage in Goulburn Mulwaree.



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Recommendation 6: Run a main street program

Council undertook a main street program the early 1990s in association with the Chamber of Commerce. The result of the program was that extensive physical and promotional work took place over the next ten or more years. Work on the main street is ongoing to achieve continual improvement.

In recent years Council has committed additional funds for a grant program in the Goulburn CBD. This program has to be confirmed annually in the budget.

Main street property owners and tenants are encouraged to use the services of the Heritage Advisor in conservation and /or maintenance projects. This process has a positive record of achievement.

Council commissioned a CBD Master Plan in 2008. EDAM/AECOM and their sub-consultants prepared recommendations on physical works, heritage, economics and traffic, transport and parking. A number of the Master Plan's recommendations were adopted into Council policies.

Outcome 6: Council, owners and the community actively participate in attractive and well managed heritage main streets.

Recommendation 7: Present educational and promotional programs

Goulburn Mulwaree has consistently encouraged increased awareness and appreciation of heritage by property owners and the community in general. Council will continue to work towards heritage education programs and to assist the Goulburn Mulwaree Visitors Information Centre in the promotion of heritage related events and heritage site visits. Self-guided tour brochures of local heritage sites are available from the Goulburn Mulwaree Visitors Information Centre.

A number of local properties provide historical tours for visitors including the National Trust property Riversdale and the privately owned Garroorigang.

Council's library includes a Local History Room that provides genealogical and other historical information. The library hosts regular talks on history and heritage matters.

History Goulburn is volunteer run and maintains important historical records and assists researchers with the provision of information.

Outcome 7: Increased awareness and appreciation of heritage by the Council, owners and the community in Goulburn Mulwaree.

Recommendation 8: Set a good example to the community by properly managing heritage places owned or operated by council.

Goulburn Mulwaree is committed to the conservation and restoration of items for which Council is responsible. As well as a number of buildings Council has responsibility for several major cemeteries within the Goulburn Mulwaree area and an ongoing program of conservation management strategies was instigated in 2009 commencing with the Mortis Street Cemetery.

Council is fortunate to have the assistance of enthusiastic community volunteers in the running and maintenance of many of its facilities. The volunteers add considerably to the value of Council's heritage assets.

Council owned and managed properties include:



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- a) Numerous cemeteries including Mortis Street Cemetery, Goulburn General Cemetery, St Patrick's Cemetery and the former Kenmore Hospital Cemetery;
- b) St Clair, Sloane Street, Goulburn. Internal restoration work has been undertaken including works to control of rising damp. Underpinning of footings was carried out in the 2008/09 financial year. Council has undertaken a thorough assessment of St Clair's structural condition and determined to temporarily restrict public access to the building. Significant conservation works are ongoing.
- c) The former Goulburn Town Hall Auburn Street, Goulburn was designed by prolific local architect E.C. Manfred. The building was used for many years as a community centre. The building has been adapted to a Performing Arts Centre, and was opened March 2022. Conservation of the historic elevations of the building and significant internal elements was undertaken as part of the works.
- d) Goulburn Historic Water Works Site, Marsden Weir, Fitzroy Street, Goulburn. The facility was Goulburn's first reticulated water pumping station. The facility is in good condition and restoration and maintenance works are ongoing. A plan of management has been completed for the site.
- e) Rocky Hill War Memorial Site 1925, Memorial Drive, Goulburn. The memorial and cottage were designed by local architectural practice Manfred and Son. Conservation of the War Memorial is ongoing. Construction of a new museum building was completed in 2020. The new building complements the memorial precinct and offers additional space to display the artefacts collection.
- f) The Lime Kilns site and derelict Lime Burner's Cottages, Kingsdale.
- g) May Street Brickworks Site. A Heritage Assessment for this site was completed in 2010 by Council's Heritage Adviser. The study identifies significant historical information and archaeological heritage potential. Council supports the community group FROGS (Friends and Residents of Goulburn Swamplands) in the development of the site for its 'Goulburn Wetlands' project.

Outcome 8: Council proactively conserves and manages its heritage assets.

Recommendation 9: Promote sustainable development as a tool for heritage conservation

Goulburn Mulwaree currently promotes an overall development policy that incorporates heritage conservation. Council supports sustainable cultural tourism and increased investment to maintain and/or invigorate the cultural resources on which local tourism is based. Council is aware of the economic benefits of heritage conservation and actively works towards the restoration and maintenance of its own heritage properties.

Further, it supports those owners of heritage properties in their restoration projects. Goulburn Mulwaree promotes the benefits of establishing innovative public-private partnerships to link conservation efforts to sustainable tourism development. The Goulburn Mulwaree LEP and DCP recognise and promote heritage conservation.

A current issue facing property owners and Council is the sympathetic retrofitting of solar and other sustainable energy sources. Council supports the sympathetic sustainable development of properties and is working with property owners and managers and its Heritage Adviser to provide innovative successful outcomes.

Outcome 9: Proactive heritage and sustainable development in Goulburn Mulwaree



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COUNCIL DIRECTORATE: **Planning and Environment**
BUSINESS UNIT: **Strategic Planning**
STRATEGY AUTHOR: **Landscape & Heritage Planner**

15.3 GOULBURN BASE HOSPITAL PRECINCT PARKING EXTENSION

Author: Acting Director Operations

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Goulburn Base Hospital Timed Parking Map  

Link to Community Strategic Plan:	23. Our Infrastructure IN8 Improve accessibility to, and support the development of, health and medical facilities in the region.
Cost to Council:	Nil as a result of this report
Use of Reserve Funds:	Nil

RECOMMENDATION

That:

1. The report from the Acting Director Operations on Goulburn Base Hospital Precinct Parking Extension be received.
2. The permit due to expire in December 2022 be extended to December 2023, in line with current terms and conditions and sign posted parking arrangements.
3. An audit of the parking arrangements in and around the hospital precinct to be undertaken towards the end of 2023 to be presented to Council.

BACKGROUND

This report is to update the Council on the status of the current parking restrictions and permits in place in and around the Goulburn Base Hospital Precinct.

REPORT

The current approved parking arrangements for permit holders within the Goulburn Base Hospital Precinct is due to expire in December 2022. A plan of the current parking restrictions are attached to this report.

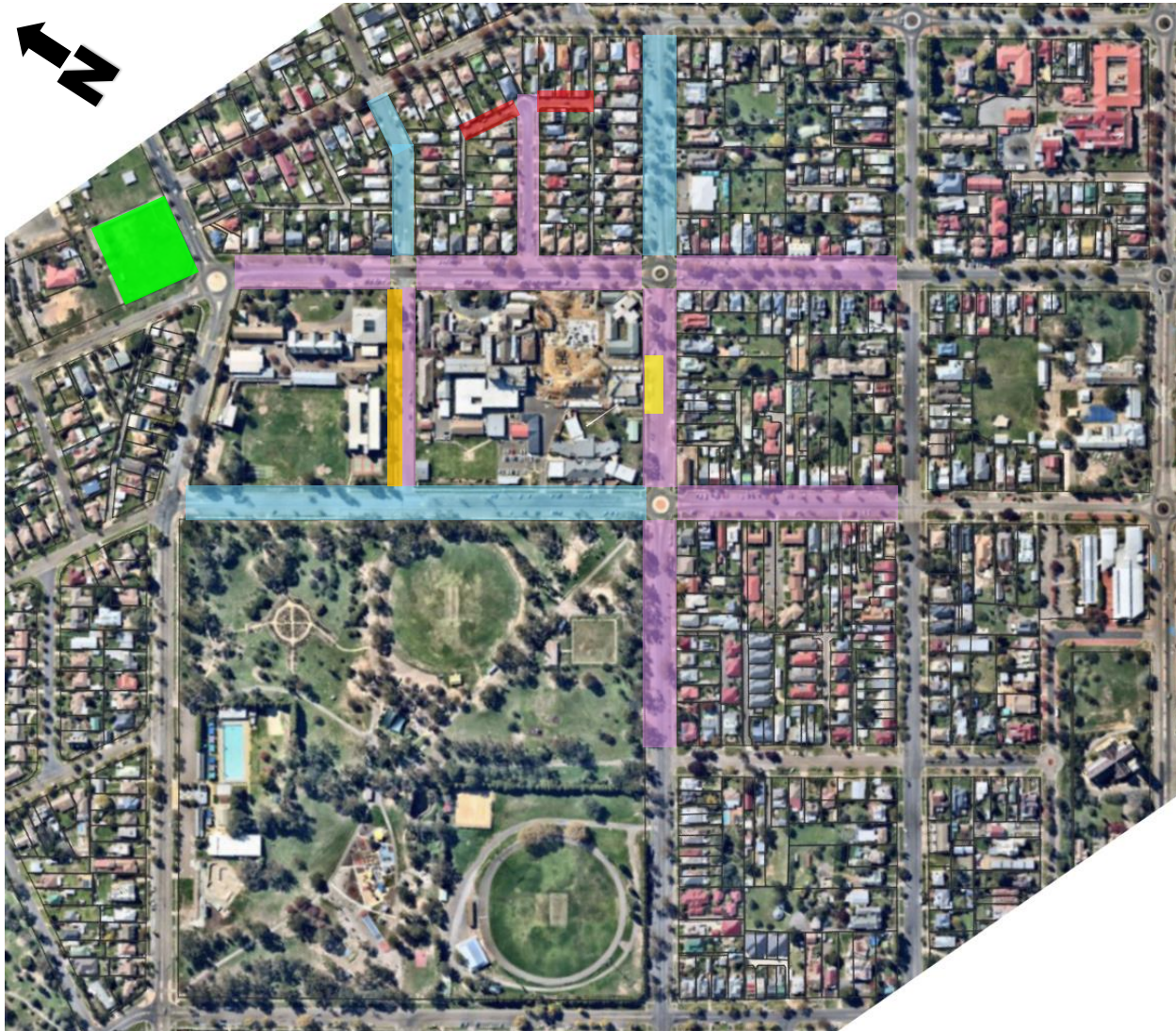
The restrictions are in place to assist the local residents, school, and hospital staff to obtain parking within the precinct. This has been in place since 2019 and patrolled by Council’s Parking Officers. The feedback from the permit holders has been positive throughout this process.







Currently people issued with a permit are exempt from the current parking restrictions in place around the Goulburn Base Hospital Precinct with the following terms and conditions put in place for each permit holder:

1. The parking permit can only be used on the registered vehicle specified on the front of this label.
2. This permit is valid to December 2022.
3. The parking permit must be displayed on the left-hand side of the vehicle dashboard. Failure to do so renders the permit invalid.
4. The permit allows parking only within the nominated numbered areas authorised by signs bearing the words “PERMIT HOLDERS EXEMPT”.
5. The permit does not give any rights to park the vehicle contrary to the Australian Road Rules.
6. Does not guarantee the availability of parking spaces to the holder.

The report will be requesting Council approve the current permit holders be granted a twelve-month extension to December 2023. A full audit of the parking arrangements in and around the hospital precinct will be undertaken at the conclusion of the Hospital Redevelopment to assess whether the parking permits are continued or disbanded.

Proposed Parking Arrangements – October 2020



Monday to Friday 6am – 6pm	
	2 Hour Parking
	4 Hour Parking – Staff Exemption (Hospital/School/Daycare)
	2 Hour Parking – Excluding Bus Zone Hours of Operation
	No Parking
	Resident Parking Only
	Dedicated Construction Parking

15.4 PROCUREMENT - VP323094 COLLECTOR ROAD HEAVY PATCHING

Author: Acting Director Operations

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Council RFQ Evaluation Report for Prescribed Panel RFQ - Collector Rd Heavy Patching VP323094 - Confidential

Link to Community Strategic Plan:	18. Our Infrastructure IN3 Maintain and improve road infrastructure and connectivity.
Cost to Council:	The allocated budget for this project is \$976,000.00 (GST excl). This project is to be funded through the Collex s94 Reserves (38139). The cost of this engagement is \$909,1501 (GST excl), which falls within the allocated budget being the s94 reserves (38139).
Use of Reserve Funds:	Collex s94 reserves (38139) had a balance of \$976,000.00 as at 1 July 2022 with \$300,000.00 of these funds allocated to spend in this financial years budget for this project.

RECOMMENDATION

That:

1. The report from the Acting Director of Operations be received for the Procurement Request for Quotation (RFQ) for Collector Rd Heavy Patching works.
2. Council accepts the RFQ for Collector Road Heavy Patching from the Pavement Stablisation Panel VP 271 268 member Denrith Pty Ltd for a lump sum price of \$909,150 (GST excl).
3. Council approve the transfer of the remaining Collex s94 Reserve (38139) funds \$676,000 (GST excl) to complete the full scope of the project (FA100459) in this financial year.
4. The Chief Executive Officer be authorised to approve variations of up to the available budget (GST Excl) of \$66,850.

BACKGROUND

On 1 March 2022 Council approved the Pavement Stabilisation Panel to assist council with its annual heavy patching program.

Establishing this panel streamlines procurement processes and assists Council staff to manage multiple projects requiring multiple contractors working concurrently on other capital works and maintenance programs.

Collector Rd is an asset that requires pavement rehabilitation using a cost-effective solution to improve the strength of the existing pavement. Therefore, the use of the Pavement Stabilisation Panel will provide the solution required on this road.

REPORT

On 15th September 2022, Council undertook a Request for Quotation (RFQ) under a contract established by a prescribed person in accordance with Section 55 of the *Local Government Act 1993*, *Local Government (General) Regulation 2005* and Tendering Guidelines of the *NSW Local Government (General) Regulation 2009*.

This RFQ was offered to members of Goulburn Mulwaree Councils Pavement Stabilisation Panel VP 271768, with the RFQ closing on 30th September 2022. The companies that responded to this RFQ are:

Company	Address
Roadworx Surfacing	56 Marley Place UNANDERRA NSW 2526
Denrith Pty Ltd	282 Carrick Rd GOULBURN NSW 2580

A RFQ Evaluation Panel was established, with the panel consisting of:

- Business Manager Projects (Chair)
- Natural Disaster Project Engineer ; and
- Natural Disaster Coordinator

A preliminary evaluation was carried out by the Panel to confirm if individual quotes were compliant with the RFQ documentation. During the preliminary evaluation the evaluation panel determined that all quotations conformed and as such all were assessed against the criteria.

The evaluation criteria and weightings as set out in the RFQ document are:

- Company experience, understanding of the project and performance 25%
- Company capability and resourcing 5%
- Quality, Safety, Traffic Control and Environmental Management Processes and Systems 5%
- Proposed timeframe and project schedule 5%
- Price 60%

The RFQ Evaluation Panel met to evaluate the quotes on 7th November 2022 against the evaluation criteria as set out in the RFQ documentation and which is outlined above.

Evaluation of the quotes received against the criteria established an overall Value for Money ranking as shown in the following table:




Company Name	Ranking
Denrith Pty Ltd	1
Roadworx Surfacing	2

The Evaluation panel was satisfied that all companies considered for detailed evaluation could all meet the requirements outlined in the RFQ documentation.

The Evaluation panel determined that Denrith Pty Ltd response was generally well considered with the evaluation panel determining that the contractor posed a low level of risk and a high level of confidence in the claims that they made in their proposal. The quotes and rates received varied in content and value for money but based on the individual service required and the evaluation report the Evaluation panel recommends that Council approves Denrith Pty Ltd as the preferred contractor for the Collector Rd Heavy Patching works.

The Evaluation report is included with the Closed Session reports in accordance with S10A(2) (d) *Local Government Act 1993* as it contains commercial information that would, if discussed, prejudice the commercial position of the person who supplied it. It is therefore not appropriate for this information to be provided in an Open Session.

15.5 REQUEST FOR PLAQUE - GOULBURN LEGACY CLUB

Author: Acting Director Operations
Authoriser: Aaron Johansson, Chief Executive Officer
Attachments: 1. Legacy Request to Council [↓](#) 
 2. RSL Letter of Support for Legacy Request [↓](#) 
 3. Legacy Proposed Torch Relay Route [↓](#) 

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Minimal cost to Council through Supervision and locating of services within the proposed site.
Use of Reserve Funds:	Nil

RECOMMENDATION	
That:	
1.	The report from the Acting Director Operations on Request for Plaque – Goulburn Legacy Club be received;
2.	Council support the proposal to install a memorial and plaque in Belmore Park, located in the rose garden adjoining the Cenotaph; and
3.	Council staff work with Legacy Club of Goulburn through to completion of this project.

BACKGROUND

This report is to advise the Council of correspondence received from the Legacy Club of Goulburn to install a plaque and memorial in Belmore Park in recognition 100 years of Legacy.

REPORT

Council officers met with members from the Legacy Club of Goulburn on Thursday the 24th November to review their proposal and determine the most appropriate location for the memorial commemorating the Centenary of Legacy Club Goulburn.

The Legacy Club of Goulburn has consulted with the Goulburn RSL Sub Branch on this project and the installation of a memorial that is included in an area of Belmore Park that is predominately reserved for military memorialisation. A letter of support for this project from the Goulburn RSL Sub Branch is attached to this report.

The initial location, as indicated on the attached correspondence from Legacy Club of Goulburn was to be positioned in the flower bed next to the cenotaph in Market Street. This bed already has a memorial dedicated to the National Service Men located within the garden. The addition of another memorial would result in a further reduction of the flower gardens usable space and a minor reconfiguration to the irrigation system.

The proposed memorial will include a structure in line with the existing structure for the National Service Men, and a plaque positioned on top. A photograph of the structure and wording on the plaque is included with correspondence received from the Legacy Club of Goulburn.

An alternate location was proposed, still next to the cenotaph, but in the rose garden. There is space to include the memorial in this garden, facing the internal path. This location would enable anyone to view the plaque without impacting the surrounding gardens and lawns. The location also does not appear to impact or detract from the surrounding environment, including the cenotaph. A photo is included below of the proposed location.



Proposed Location of Plaque

Currently the Plaques and Memorials policy is on public exhibition. This policies objective is to provide a standardised and consistent policy framework for assessing applications from individuals and groups wishing to formally recognise significant and local people, groups, places and events in the form of commemorative plaques and memorials with the Goulburn Mulwaree Council local government area.

The policy states that plaques or memorials will be considered for the commemoration of:

- A Goulburn Mulwaree group or association who has made a substantial and outstanding contribution to the local community; or
- A significant historical or cultural event which has a profound resonance with the broader Goulburn Mulwaree community or is of national or state significance.

The subject of a requested plaque or memorial must have a clear association and strong significance to the location proposed for the plaque or memorial and must not already be commemorated elsewhere in the city.

The proposal from the Legacy Club of Goulburn appears to be in line with the Plaques and Memorial policy currently on public exhibition. The area agreed to with Council staff and members from the Legacy Club of Goulburn, being the rose garden adjoining the cenotaph, is consistent with the area being an area recognising military service. The proposal is also supported by the Goulburn RSL Sub Branch.

The report will be recommending that Council support the request for a plaque and memorial to be installed in the rose garden next to the cenotaph located in Belmore Park, and staff liaise with members of the Legacy Club of Goulburn during the construction and installation of their memorial plaque.

Wednesday 16 November 2022

Cr Peter Walker
Mayor
Goulburn Mulwaree Council
E: peter.walker@goulburn.nsw.gov.au



Re: **The Legacy Centenary Torch Relay 2023 Presented by Defence Health**

Dear Cr Walker

You may be aware that Legacy Clubs Australia wide are preparing for Legacy's 100th Centenary in 2023. Perfect Events in conjunction with Legacy Australia Inc. are organising a Legacy Centenary Torch Relay to commemorate this important event, and Perfect Events have advised that they have been in contact with Council to commence talks on logistics for the event.

The Legacy Centenary Torch Relay 2023 Presented by Defence Health is a six-month satellite campaign, travelling from Pozieres, France through to the City of London, before returning home to Australia. Once home, the torch will continue its satellite relay stopping at all active Australian Legacy Clubs and some iconic Australian Landmarks.

The Goulburn leg of the relay is scheduled for Thursday 27th July, 2023 with relay walkers commencing at the Big Merino on a route that takes in Rocky Hill, Legacy Lodge and finishes at Belmore Park.

We are planning two commemorative services during the Relay; the first at Rocky Hill and a second on completion of the relay in Belmore Park. In addition, as part of the Belmore Park service we would like to unveil a Legacy Centenary Plaque to commemorate the occasion.

We have spoken to Mr Mal Ritchie, President of the Goulburn RSL Branch, in relation to holding the Belmore Park service and they are supportive of the occasion.

We are seeking the Council's approval in relation to conducting a service at Rocky Hill and to have the Centenary Plaque placed in Belmore Park. If acceptable, we would like to build a pier the same as the National Servicemen's Memorial (copy attached) and built 'back to back' with that memorial. The plaque would then be unveiled as part of the Belmore Park Service.

I look forward to calling into Council to discuss this matter further with you.

Yours sincerely

Don Pennay
PRESIDENT

President: D.Pennay

Secretary: J.Broadhead

Treasurer: J.Hawkins

LEGACY and the Torch Logo are trade marks of Legacy Australia Council Inc., and are used with its permission.

Goulburn Legacy Club

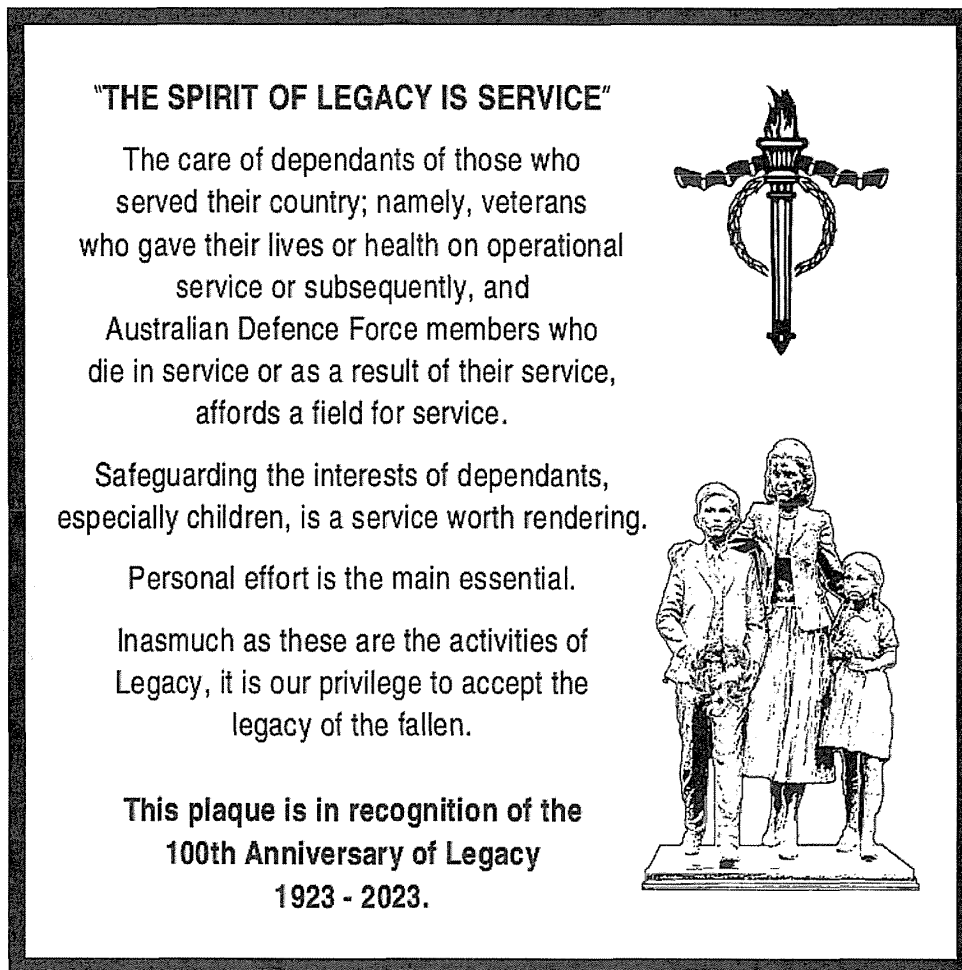
13-15 Market St, Goulburn NSW 2580
PO Box 13, Goulburn NSW 2580
Phone: (02) 4821 2451 Fax: (02) 4821 2451
Email: goulburnlegacy2@bigpond.com
www.legacy.com.au

ABN: 78 891 503 634

Caring for families of those who served their country

Appendix A – The Legacy Centenary Plaque Design

Legacy Centenary Plaque (in Bronze)



LEGACY 1008/ Size: 225mm x 225mm ~ Polished Image & Badge





**THE RETURNED AND SERVICES LEAGUE
OF NSW**
"The Price of Liberty is Eternal Vigilance"
(New South Wales Branch) ABN 12233 103 569

President: Malcolm Ritchie
Hon Sec:- Frank Wilcomes
Hon Treas:- Frank Wilcomes
Email:- GoulburnSB@rslnsw.org.au

Goulburn RSL Sub-Branch
PO Box 405 Goulburn 2580
Phone: 02 4821 26292

Mr John Broadhead
Honorary Secretary
The Legacy Club of Goulburn Inc.
15 Market Street
GOULBURN NSW 2580

Dear John,

In relation to Legacy's 100th Centenary next year and yours Club's enquiry as to whether the Goulburn RSL Sub Branch supports having a Legacy Centenary Monument built at the back of National Servicemen's Monument in Belmore Park,

The RSL Sub Branch supports your planning arrangements and your approach to Goulburn Mulwaree Council for their approval.

We wish you success in your planning of this Monument.

Yours in Goulburn,
Frank Wilcomes
Honorary Secretary
Goulburn RSL Sub Branch

23rd November 2022



TLCTR 2023 Presented by Defence Health – Goulburn Legacy

Thursday 27th July 2023 – Relay Day

Torch Bearers (please note these are subject to change)

KM TOTAL	CLUB 20%	HERO KM	CENTENARY TORCH BEARERS (APPLICATIONS)
10	2	10	6

- Club Allocation: 12
- Centenary Torch Bearers (via application process): 6

Map: Goulburn

Relay Day

- **START:** The Big Merino
- Rocky Hill War Memorial
- Legacy Lodge
- Goulburn Legacy
- **END:** Belmore Park
 - Reception location TBC

Relay Length: 9.7 KM
Relay Time Approx.: 2 Hours



15.6 PROJECT STATUS OF CULLULLA ROAD CAUSEWAY REPLACEMENT

Author: Business Manager Projects
 Director Operations
Authoriser: Aaron Johansson, Chief Executive Officer
Attachments: Nil

Link to Community Strategic Plan:	18. Our Infrastructure IN3 Maintain and improve road infrastructure and connectivity.
Cost to Council:	The original budget for this project was \$828,232 (ex GST) which is required to be increased to \$961,175 (ex GST) This will be funded through s94 Minda 2622 Oallen Ford Road Reserve (\$620,000+\$132,943 ex GST) and from the Natural Disaster August 2020 storm event (\$208,932 ex GST).
Use of Reserve Funds:	The project is being funded from the following reserves: s94 Minda 2622 Oallan Ford Road - \$620,000 (ex GST) + additional \$132,943 (ex GST) The reserve currently has \$132,943 (ex GST) available funds, there will be a zero (\$0) balance in this reserve.

RECOMMENDATION

That:

1. The report from the Business Manager Projects on Project Status of Cullulla Rd Causeway Replacement be received
2. Council approve the transfer of \$132,943 (ex GST) from the s94 Minda 2622 Oallan Ford Road reserve to complete the additional scope of work on the Cullulla Rd Causeway Replacement
3. Council increases the agreed Contract Sum for Coopers Earthmoving and Haulage Pty Ltd by \$111,778.00 (ex GST)
4. The Chief Executive Officer is authorised to approve any further Variations up to \$21,165 (ex GST)

BACKGROUND

On 1st February 2022, Council approved the engagement of Coopers Earthmoving and Haulage Pty Ltd 2 to undertake the Cullulla Rd Causeway Replacement Project. Works commenced onsite in less-than-ideal conditions after the region received several months of above average rain fall. The existing road however, had deteriorated to such a point that it was deemed imperative that works commence sooner rather than later as waiting for the optimum weather conditions just prolonged the problem and increasing risks to road users.

REPORT

Coopers mobilised to site on 9th of June 2022. The initial construction program was expected to be completed within 12 weeks. The delay experienced onsite can be attributed to no less than 5 storm events resulting in partial closure of the road. During these events the side track constructed for construction to commence has been damaged, with traffic diverted onto the new road alignment to maintain access.

Unfortunately, the new road alignment has also experienced damage while in use under these temporary conditions. These unfavourable conditions and use of a road that is not complete has led to further damage of the temporary side track and new road. The net result of commencing construction in less than favourable conditions and the subsequent delays and additional damages because of storm damage has significantly increased the costs to the contractor to overcome these matters in addition to increasing the time of completion, which is now due for a late December finish, weather permitting.

Additionally, unsuitable sub grade conditions were uncovered once construction commenced onsite requiring changes to the method of construction of the side track, pavement design and culvert concrete base slab. The total quantum of these variations has been reduced (offset with a negative variation) by the sourcing of gravel materials from alternative nearby quarries managed by Goulburn Mulwaree Council. The contractor had originally allowed to supply these gravel materials from quarries located in the Marulan area.

The additional costs and variations to the project are:

No	Description	Amount
1	Side Track Construction	\$6,308.50
2	Unloading of Box Culverts	\$3,299.65
3	Damage to approaches	\$626.17
4	Hardstand construction	\$2,984.58
5	Side track Construction – Additional Foundation	\$22,275.20
6	Side Track Construction – Additional 300mm layer	\$22,304.47
7	Winning of 600T uncrushed material	N/A
8	Culvert Slab foundation	\$15,290.00
9	Base slab size increase	\$3,361.38
10	Use of Cullulla Pit (negative variation)	-\$8,148.00
11	Use of Wilsons Quarry (negative variation)	-\$62,642.70
12	Causeway Approach mattress	\$22,994.33
13	Dewatering of site with pumps	\$6,736.31
14	Removal of unsuitable material	\$6,247.54
15	Repositioning of table drain	\$16,434.07
16	Approach Rd minor patching	\$42,948.08
17	Ripping and Re-compacting	\$10,758.83
Total variation costs		\$111,778.00



Pre-construction





Flooding events

15.7 PROJECT STATUS REPORT OF CARR CONFOY PAVILION

Author: Business Manager Projects
 Director Operations

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. **D22 130685 TAB A - Funding Agreement -Goulburn Mulwaree Council - MSCFF-21 22(3) - signed.pdf**  

Link to Community Strategic Plan:	19. Our Infrastructure IN4 Maintain and update existing community facilities, and support the development of new community infrastructure as needed.
Cost to Council:	Total Project Budget is estimated at \$7.6M (ex GST) The project will be funded from the following sources: NSW Government Multisport Community Facility Fund \$3.6M (ex GST) Goulburn Mulwaree Council loan of \$4M (ex GST)
Use of Reserve Funds:	Nil

RECOMMENDATION

That:

1. The report from the Business Manager Projects on Project Status Report of the Carr Confoy Pavilion be received.
2. Council endorses for the project to proceed as defined by the funding agreement with the NSW Government Multisport Community Facility Fund.
3. Council approves the borrowing of \$4M in the 23/24 financial year as a co-contribution to the NSW Government Multisport Community Facility Fund.

BACKGROUND

The Carr Confoy sporting precinct is utilised by several local sporting organisations including touch football, netball, junior rugby, junior cricket, and many other groups for training purposes. The existing amenities are not fit for purpose for the current user groups and provide little opportunity to grow participation in sport and increase the utilisation of this precinct.

Goulburn Mulwaree Council has undertaken the upgrade of several other sporting amenities buildings in recent years including, Seiffert Oval, Cookbundoon, North Park (underway) and the Hockey Facility (underway). The Carr Confoy Pavilion is one of the last remaining sporting buildings requiring an upgrade.

Goulburn Mulwaree Council has been successful obtaining \$3.6M grant funding under the NSW Government Multisport Community Facility Fund for the project.

REPORT

The primary objective of the Multisport Community Facility Fund is to ensure that existing sporting facilities are:

- Upgraded as Multisport venues, perhaps looking beyond the current user groups
- Provide economic benefit for the local government area by increasing a sporting venues opportunity to attract state and national level events

- Future proofing infrastructure
- Potential access of for other users, other sports, community groups etc
- Provide facilities for women and girls that drive increased participation in sport

Project Scope

The project scope has been defined within the funding agreement and must include the following:

- Detailed design including a planting/landscaping plan
- Demolition of old canteen and toilet block
- Construction of New Pavilion including:
 - Canteen/kiosk
 - 2 meeting/control rooms
 - Function room/Club room
 - Disabled internal toilet
 - Change rooms with toilets/showers
 - Unisex umpire change rooms (disability fit out)
 - Public toilets
 - First Aid Room Storage
 - Cleaners Room
 - Plant Room
 - Viewing veranda's
 - Stepped seating (with wheelchair spaces)
 - Access Ramps
 - Solar panels
 - Water, sewerage, electrical and drainage
- Landscaping and grounds:
 - Elevation of the pavilion land
 - Linking/access pathways
 - Landscaping, turfing and tree planting

Project Status

The project has quite tight timeframes with the funding body, as such Council staff have commenced preliminary works in recent months including:

- Consultation with existing user groups was conducted in August 2022
- An architect has been engaged to undertake the schematic design and documentation
- Review of Environmental Factors (REF) is being prepared
- Review of flooding impacts has been completed - no adverse findings

Proposed Program

Activity	Date
Consultation with existing user groups	25 th August 2022
Funding Deed Signed	13 th October 2022
Schematic Design including QS (budget) estimate	November - December 2022
Design and Documentation for D&C tender	January - March 2023
Tendering for Construction	April – May 2023
Report to Council for consideration of preferred contractor	June 2023
Construction	July 2023 – June 2024
Completion	June 2024

Budget

Activity	Budget
Preliminary Works – Geotechnical, Survey, Service Locations	\$160,000
Schematic Design and Documentation	\$200,000
Project Management	\$360,000
Construction Contract including demolition	\$5,060,000
Contingency	\$1,820,000
Total	\$7,600,000

Project Funding

Goulburn Mulwaree Council has been successful obtaining \$3.6M grant funding under the NSW Government Multisport Community Facility Fund for the project. Recently Council has been advised of an unsuccessful application for a similar grant of \$3.6M under the Federal Government BBRF Funding Program.

The NSW Government Multisport funding opportunity requires a 50% co-contribution from Council. The funding shortfall of \$4M (inclusive of an additional \$400k contingency) has been included within the 2022/2023 budget as a line item that Council may be required to borrow in the event that the BBRF funding program was unsuccessful.

The \$4M loan would be sourced from the NSW Treasury Corporation (TCorp). Based on the current information available from TCorp the \$4M loan would be (estimate only):

- 15 year loan
- 5% fixed interest rate
- Annual Repayment \$342,575
- Total repayment for the life of the loan \$5,138,625

The final loan details won't be known until the 2023/2024 financial year when the loan is required.



Multi-Sport Community Facility Fund 2021/22

Infrastructure Grants

Funding Agreement

Name of Organisation: Goulburn Mulwaree Council

Name of Project: Carr Confoy Multi-sports Pavilion Upgrade

Application ID: MSCFF-21/22-0002

Contact details

Department	Name	The Crown in right of New South Wales as represented by the NSW Office of Sport (ABN 31 321 190 047)
	Address	6B Figtree Drive, Sydney Olympic Park NSW 2127
	Postal Address	Locked Bag 1422 Silverwater NSW 2128
Department Authorised Person (Representative)	Name	Michael Brimfield
	Role	Senior Project Officer
Department Contact	Telephone	13 13 02
	E-mail	infrastructuregrants@sport.nsw.gov.au
Organisation ('You')	Name	Goulburn Mulwaree Council
	ABN	84049849319
Organisation address	Address	184 Bourke St, Goulburn, NSW, 2580
Organisation postal address	Postal Address	Locked Bag 22, Goulburn, NSW, 2580
Organisation Authorised Signatory	Name	Matt O'Rourke
	Role	Director Operations
	Telephone	(02) 4823 4520
	Mobile	0406 375 009
	E-mail	matt.orourke@goulburn.nsw.gov.au
Organisation Secondary Contact Person	Name	Adam Kiss
	Role	Business Manager Projects
	Telephone	(02) 4823 4495
	Mobile	0406 375 009
	E-mail	Adam.kiss@goulburn.nsw.gov.au

Program Details

Program/Fund name	Multi-Sport Community Facility Fund 2021/22
Objectives	<p>The Fund will support the development of well-designed new and improved multi-sport infrastructure projects that will meet the current and future needs of the community. The Fund will support the delivery of sport facility projects that can directly support sport participation across all levels and provide programs for those people in the community that need it most.</p> <p>The primary objectives of the Fund are to:</p> <ul style="list-style-type: none"> • Increase the number and type of multi-sport facilities • Improve the standard of existing multi-sport facilities • Increase the utilisation of sport facilities

	<ul style="list-style-type: none"> • Support the equitable provision of, and access to multi-sport facilities to grow sport participation for women and girls • Provide inclusive and accessible multi-sport facilities that support sport participation for people with disability, First Nations peoples and people from culturally and linguistically diverse communities.
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Project Details

Project name	Carr Confoy Multi-sports Pavilion Upgrade
Project Location Address	23 Forbes St, Goulburn, NSW, 2580
Project Description (for publication purposes)	The Carr Confoy Multi-sports Pavilion Upgrade project will construct a new, purpose-built, sustainable pavilion which will increase sports participation and meet the needs of multiple sports, schools and community groups in Goulburn Mulwaree Local Government Area and wider region.
Project Primary Beneficiaries	<p>Goulburn Touch Football Goulburn & District Netball Goulburn & District Junior Cricket Association Goulburn Swans AFL Goulburn Rugby Union Goulburn High School Trinity Catholic College Goulburn Mulwaree High School Eastgrove Primary School Goulburn Pony Club Relay for Life Goulburn Mulwaree Council's Tourism Department</p>
Project Objectives, Outcome and Benefits	<p>Objectives:</p> <ul style="list-style-type: none"> • Improve the standard of the current facilities offered at Carr Confoy premier sports fields • Increasing user satisfaction; • Increase the utilisation of the sports grounds and new pavilion; • Increase participation in sports; • Provide facilities for women and girls that drive increased participation in sport; • Improve elite athlete capacity • Construct accessible and inclusive facilities to support community regardless of race, disability, cultural background or gender; • Drive economic growth for the region • Improve operational sustainability; and • Incorporate climate resilient and environmentally sustainable design for the pavilion.

	<p>Outcomes and Benefits:</p> <ul style="list-style-type: none"> • Increase participation in sport – 5% in the first year after completion • Increase utilisation of facilities – 5% increase in facility use • Increased user satisfaction - 75% user satisfaction in first year after completion; • Increase participation for women and girls – 5% in the year after completion • Increase in events – 3 new events in first year after completion (tourism statistics) • Build a stronger regional community in to the future with the promotion of health and wellbeing outcomes by increasing in participation in sports at the venue - statistics • Drive economic growth with positive outcomes on economic activity – increase in events and tourism statistics related to attendance • Encourage community cohesion and sense of identity through integration of all abilities, cultures, ages and sexes – evidence of use by people with disability, women and cultural groups • Enhance important community facilities by constructing a multi-sport pavilion in Goulburn; and • Provision of opportunities for children, youth and adults to develop elite capacity through involvement in sport – training and camps. • Pavilion meets operational and environmental sustainable design
<p>Project Scope and Deliverables</p>	<p>The project scope includes:</p> <ul style="list-style-type: none"> • Detailed design including a planting/landscaping plan • Demolition of old canteen and toilet block <p>Construction of New Pavilion including:</p> <ul style="list-style-type: none"> • Canteen/kiosk • 2 meeting/control rooms • Function room • Disabled internal toilet • Change rooms with toilets/showers • Unisex umpire change rooms (disability fit out) • Public toilets • First Aid Room • Storage • Cleaners Room • Plant Room • Storage areas • Viewing veranda's • Stepped seating (with wheelchair spaces) • Access Ramps • Solar panels • Water, sewerage, electrical and drainage <p>Landscaping and grounds:</p> <ul style="list-style-type: none"> • Elevation of the pavilion land

	<ul style="list-style-type: none"> • Linking/access pathways • Landscaping, turfing and tree planting
Total Project Value	\$7,201,709.00
Grant Value	A maximum of \$3,600,854.00 (excluding GST) payable in the amounts as outlined in Schedule A.
End Recipient	N/A
Minimum non-interference period	10 years
Project Scheduled Construction Start	15/08/2022
Project Scheduled Construction Finish	30/06/2024
Commencement Date	The date the Agreement is signed by both parties.

Schedule A – Funding and Budget schedule

Milestone Payment Schedule

Total Amount of Grant: **\$3,600,854.00** (excluding GST)

The Department will pay the Grant to You in the instalments set out in the table below on achievement of the corresponding Milestone:

Milestone	Name of Milestone	Description of Activities to be achieve Milestone	Grant Payment (excl. GST)	Supporting documentation and evidence required	Estimated date of Milestone Completion
1	Funding Agreement execution	Funding Agreement is finalised, signed and submitted to Office of Sport.	\$180,042.70 (5%)	a) Signed Funding Agreement. b) Conflict of Interest Form c) Tax Invoice	On execution of Funding Agreement by both parties.
2	Project site and concept endorsement; environmental assessment and design for project approval submission	Complete: <ul style="list-style-type: none"> • Environmental Assessment documentation • Master Plan layout • Concept Design of Buildings • Council Project approval • Updated Project Budget • Updated Program Timeline • Risk Register • Engage Design Team, provide regular design coordination meetings, workshops, progressive design and documentation publishing (50%, 90% & 100%) for QS review. 	\$360,085.40 (10%)	a) Performance Report to date b) Progress statement endorsed by PCG c) Copy of Terms of Reference (ToR) and membership of Project Control Group (PCG) (or equivalent) d) Evidence of DA lodgement e) Copy of Risk Register f) Copy of Revised Budget and/or Quantity Surveyor (QS) report and indicative project cash flow g) Copy of concept plans and draft detailed designs (endorsed by PCG)	December 2022

Milestone	Name of Milestone	Description of Activities to be achieve Milestone	Grant Payment (excl. GST)	Supporting documentation and evidence required	Estimated date of Milestone Completion
				<ul style="list-style-type: none"> h) Invoices and payment remittances/ confirmation for works completed. i) Tax Invoice 	
3	Development Application (DA) consent and tender for facility construction	<ul style="list-style-type: none"> • Finalise Design and Certificate of Construction approval, Tenderer selection, Draft Building Contract, Tendering process and review to Budget. • Award of the Building Contract. 	\$720,170.80 (20%)	<ul style="list-style-type: none"> a) Performance report to date b) Progress statement endorsed by PCG c) Updated Conflict of Interest Form (if applicable) d) Copy of DA consent document e) Copy of Construction certificate f) Copy of awarded tender g) Tax Invoice 	March 2023
4	25% completion of Project construction	Completion of 25% of the construction works related to the project.	\$540,128.10 (15%)	<ul style="list-style-type: none"> a) Performance report to date b) Progress statement endorsed by PCG c) Evidence from construction company confirming Project construction is 25% completed d) Invoices and payment remittances/ confirmation for works completed. e) Photographic Evidence (including complying site signage) f) Tax Invoice 	September 2023

Milestone	Name of Milestone	Description of Activities to be achieve Milestone	Grant Payment (excl. GST)	Supporting documentation and evidence required	Estimated date of Milestone Completion
5	50% completion of Project construction	Completion of 50% of the construction works related to the project.	\$540,128.10 (15%)	<ul style="list-style-type: none"> a) Performance report to date b) Progress statement endorsed by PCG c) Written evidence from construction company confirming Project construction is 50% complete d) Invoices and payment remittances/ confirmation for works completed e) Photographic Evidence f) Tax Invoice 	December 2023
6	75% completion of Project construction	Completion of 75% of the construction works related to the project.	\$540,128.10 (15%)	<ul style="list-style-type: none"> a) Performance report to date b) Progress statement endorsed by PCG c) Written evidence from construction company confirming Project construction is 75% complete d) Invoices and payment remittances/ confirmation for works completed e) Photographic Evidence f) Tax invoice 	March 2024

Milestone	Name of Milestone	Description of Activities to be achieve Milestone	Grant Payment (excl. GST)	Supporting documentation and evidence required	Estimated date of Milestone Completion
7	Handover completion and Project Completion Report	Completion of 100% of the construction works related to the project.	\$540,128.10 (15%)	<ul style="list-style-type: none"> a) Project Completion Report b) Progress statement endorsed by PCG c) Occupation Certificate d) Photographic Evidence (including complying permanent signage/plaque) e) Tax Invoice 	June 2024
8	Final Acquittal and Financial Statement submission	Submission of satisfactory Final Acquittal and Financial Certification Statement as per Schedule B	\$180,042.70 (5%)	<ul style="list-style-type: none"> a) Certified Profit & Loss Statement; and b) Any additional documents required in accordance with any notes to the financial statements. c) Certificate of Practical Completion d) Tax Invoice 	Submitted in accordance with the requirement of Schedule B.

Payment and General invoicing Terms

1. Payment of each Instalment of the Grant is conditional upon each and all of the following:
 - a) You have submitted the relevant supporting documentation and evidence which establishes achievement of the Activities to the Department's satisfaction;
and
 - b) You have met each and every obligation imposed on You under this Agreement to the Department's satisfaction.
2. You must submit milestone reports with supporting documents and evidence within 30 days of achieving the milestone.
3. Payments will be made to You by the Department within 30 days of the Department assessing that the milestone has been achieved following receipt of the milestone report and supporting documents and evidence.
4. All Tax Invoices must:
 - a) be clearly addressed to:
Office of Sport
ABN 31 321 190 047
Locked Bag 1422
Silverwater NSW 2128
 - b) be provided to the Department via its electronic grants management system; and
 - c) display prominently the words "Tax Invoice".
5. All Tax Invoices must contain the following information:
 - a) the word "Tax Invoice"
 - b) tax invoice date
 - c) tax invoice reference number
 - d) the name of the Project
 - e) Your name, address and contact details including telephone and email
 - f) Your ABN
 - g) Your EFT payment details including bank name, BSB, account number, account name; and
 - h)** the total amount requested with GST breakdown.

Budget

ITEM	\$
A. INCOME	
<i>Office of Sport Funding</i>	\$3,600,854.00
<i>Recipient's cash contribution</i>	\$3,600,855.00
Sub-Total (A)	\$7,201,709.00
B. EXPENDITURE – CAPITAL RELATED COSTS	
<i>Grossed Up Construction (including government agency/authority costs)</i>	\$5,117,297.00
<i>Asset Purchases</i>	0
<i>Contingency</i>	\$1,440,341.00
Sub-Total (B)	\$6,557,638.00
C. EXPENDITURE – ADMINISTRATION COSTS	
<i>Professional Services (eg: project management, design, contract administration, accounting, legal)</i>	\$644,071.00
Sub-Total (C)	\$644,071.00
TOTAL COST (B + C)	\$7,201,709.00

Schedule B – Reporting Requirements

Reporting requirements

1. You must provide to the Department via its electronic grants management system:
 - (a) Reports meeting the description and requirements specified below, at the times and frequency specified below.
The Department may prescribe the form of reports and manner of submission by written notice to You from time to time.
 - (b) All financial reports must comply with Australian Accounting Standards issued by the Australian Accounting Standards Board, as amended from time to time.

Report name	Description	Special requirements	Reporting period and frequency of submission
Progress Reports	1. A report documenting progress of the Project (format will be provided by Office of Sport).	The report must be signed by Your authorised representative. The information in the Progress Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting Project milestones.	As per Schedule A
Facility Use Report	1. A report documenting the usage of the facility (format will be provided by Office of Sport)	The information used in the Facility Use Report will be used to measure the facility use prior to and post construction of the Project.	Prior to construction of the Project and once the project has been completed, unless otherwise specified in Schedule A.

Report name	Description	Special requirements	Reporting period and frequency of submission
Project Completion Report	<ol style="list-style-type: none"> 1. A report documenting completion of the Project (format will be provided by Office of Sport); 2. An up to date copy of the Asset Register. 3. A copy of promotional and marketing material and any media reports relating to the Project. 	<p>The information in the Project Completion Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting Project milestones.</p> <ol style="list-style-type: none"> 1. All unspent Grant money must be returned to us either: <ol style="list-style-type: none"> (a) by cheque submitted with the Project Completion Report; or (b) electronically by EFT direct to our bank, on the same day as the Project Completion Report is submitted to us. 	<p>Report to be submitted to us within 30 days of the earlier of:</p> <ol style="list-style-type: none"> (a) the completion of the Project; (b) the expiry of this Agreement; or (c) the termination of this Agreement.
Annual Project Acquittal and Financial Certification	<ol style="list-style-type: none"> 1. The following financial information: <ol style="list-style-type: none"> (a) Certified Profit & Loss Statement; and (b) Any additional documents required in accordance with any notes to the financial statements. 	<p>The Profit & Loss Statement must be:</p> <ol style="list-style-type: none"> (a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern Your accounting and financial records; (b) be signed by Your Chief Financial Officer or equivalent authorised officer; and (c) incorporate a statement by an independent qualified accountant certifying that the financial statements present fairly that the Grant has been spent solely on the Project and in accordance with the Agreement. 	<p>Annual Acquittal to be submitted to us within three months of the end of each Financial Year during the Grant Period.</p>

<p>Final Project Acquittal and Financial Certification</p>	<p>1. The following financial information:</p> <ul style="list-style-type: none"> (a) Certified Profit & Loss Statement; and (b) Any additional documents required in accordance with any notes to the financial statements. 	<p>The Profit & Loss Statement must be:</p> <ul style="list-style-type: none"> (a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern Your accounting and financial records; (b) be signed by Your Chief Financial Officer or equivalent authorised officer; and (c) incorporate a statement by an independent qualified accountant certifying that the financial statements present fairly that the Grant has been spent solely on the Project and in accordance with the Agreement. 	<p>Final Acquittal to be submitted to us within three months of the end of the Financial Year following the earlier of:</p> <ul style="list-style-type: none"> (a) the completion of the Project; (b) the expiry of this Agreement; or (c) the termination of this Agreement.
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Terms

Background

- A. The Objectives of the Program, or Fund, under which the Grant is provided are contained in the Program Details.
- B. The Department is responsible for the administration of the Program or Fund, including entering into funding agreements and making payments.
- C. The Department agrees to provide You, and You agree to accept, the Grant for the Project in accordance with the terms of this Agreement.

1. Interpretation and Definitions

1.1 Interpretation

Unless the context requires otherwise, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same from time to time;
- (d) headings are for convenience only and do not affect the interpretation of this Agreement;
- (e) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
- (f) references to persons include bodies corporate, government agencies and vice versa;
- (g) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (h) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
- (i) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Agreement means this Funding Agreement document and includes the Details, Terms (including any Special Conditions), Schedule A – Funding and Budget, Schedule B – Reporting Requirements, and any other schedules, annexures or other documents cross-referenced in this Agreement.

Asset Register means a written register (whether stored in hardcopy or electronic form) containing details of assets, as a result of the Funding, owned by You including but not limited to:

- (a) the date of purchase or creation of each item of Capital Equipment;
- (b) a description of each item of Capital Equipment;

- (c) the address at which each item of Capital Equipment is located;
- (d) the purchase price or input costs of the Capital Equipment, exclusive of GST; and
- (e) the amount of the Funding used to purchase the Capital Equipment.

Budget refers to a budget for the purposes of delivering the Project as contained at Schedule A.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Capital Equipment means any item of tangible property, purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, which has at that time a value of at least \$100,000 inclusive of GST, but does not include Project Material.

Certificate of Practical Completion means a certificate of practical completion for the Project issued in form and substance acceptable to the Department.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Confidential Information of a party means any information (including, but not limited to, all trade secrets, financial information and other commercially or scientifically valuable information) of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party and if so designated, then marked accordingly however any failure to mark accordingly does not deny the information of its status as confidential;
- (c) is capable of protection at law or equity as confidential information; or
- (d) is derived or produced partly from the Confidential Information,

but does not include information that:

- (e) is in the public domain; or
- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person;
- (g) may be or is required to be disclosed pursuant to Memorandum No. 2000-11 Disclosure of Information on Government Contracts with the Private Sector dated 27 April 2000, as amended or updated from time to time; or
- (h) is required to be disclosed pursuant to law, regulation, legal or parliamentary process or to a regulatory authority.

Contribution means the amount of Your funds, Your in-kind contributions or a third party's funds to be contributed to the costs and delivery of the Project as specified in the Budget but does not include any rebates or discounts that you have been offered or provided with for any component of the Project.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damage.

End Recipient means an incorporated entity that has been identified by the Recipient in the Grant Proposal, or which is reasonably evident from the nature of the Grant Proposal, as the principle end user of the Project.

Financial Year means the period of twelve (12) months beginning on:

- (a) one (1) July in a calendar year; or,
- (b) if You have a financial year that begins on some other date, that date.

Grant means any part of the Grant, specified in Schedule A, used for the Project.

Grant Proposal means a document in a form or manner as required by the Department and developed by You which has informed the decision by the Department to provide a Grant for the Project and can include, but is not limited to, any funding application as submitted by You, any project proposal, project brief or business case.

Grant Period means the period commencing on the Signing Date and ending on the date that You have completed the Project to the Department's satisfaction and the Department has made all payments due.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation made pursuant to such legislation.

Intellectual Property or IP includes, whether created before or after the Commencement Date in Australia or elsewhere:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how, but does not include Moral Rights.

Interest means the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points on a daily compounding basis.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication to be given under this Agreement.

Objectives means the objectives of the activities described in the Project Details, which are the agreed results You must achieve and ensure Your subcontractors achieve.

Occupation Certificate means a final certificate provided, in accordance with any applicable law, that certifies that the works for the Project have been completed and authorises a person to commence occupation or use of any new building or to commence a new use of an existing building, premises or facility listed in the certificate.

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

Program Details means the table proceeding Schedule A in this Agreement

Project means the Project as outlined in the Grant Proposal and as approved for funding.

Project Details means the table proceeding Schedule A in this Agreement.

Project Material means material created as part of or in performance of the Project including any documents or data.

Project Plan means the document (commonly referred to as a project plan, project management plan or project initiation documentation) developed by You and approved by the Department and contains, at a minimum:

- (a) project Objectives;
- (b) requirements, scope and deliverables, and the management of these;
- (c) project organisation, governance and assurance;
- (d) project constraints and assumptions;
- (e) communication and stakeholder management;
- (f) risks identification and management;
- (g) financial and budget management; and
- (h) schedule, milestone and decision points, and the management of these.

Project Stage Gate means a review at the achievement of an identified Milestone at which a decision is made, based on any information provided by You up to that Milestone and any other relevant information that the Department may have, on whether the project should continue, with or without variation, or not.

Report means Project Material that is provided to the Department for reporting purposes on matters stipulated in Schedule B – Reporting Requirements.

Restriction on the Use of Land means a restriction on the use of land by a prescribed authority (Form LRS 13RPA) pursuant to s. 88E(3) of the *Conveyancing Act 1919* (NSW).

Signing Date means the date that this Agreement was signed by the last party.

Special Conditions means any additional conditions applicable to the Project, set out in this Agreement.

Unspent Grant means Grant paid to You that is unspent at the end of the Grant Period and includes any Grant that is committed but unspent.

2. Commencement

This Agreement will commence on the Commencement Date being the date on which both parties have signed the Agreement.

What You must do

3. Your Obligations

3.1 You must:

- (a) ensure the Grant is used only for the approved Project during the Grant Period;
- (b) ensure the Grant is spent in accordance with the Budget;
- (c) ensure You make Your Contribution to the Project;
- (d) as soon as practicable, notify the Department if You are or may not be able to make Your Contribution in full noting that, unless otherwise agreed to by the Department, such notification does not relieve You of Your obligation under clause 3(c);
- (e) ensure the Project is completed, by the date of the final Instalment payment as set out in Schedule A, and:
 - (i) be complete and free from defects or omissions that are not minor;
 - (ii) not cause any legal or physical impediment to the use an occupation of the property for the designated use; and
 - (iii) be fit for use for the designated use.
- (f) comply with the reporting requirements set out in Schedules A and B.
- (g) comply with all applicable laws, regulations and standards that may apply in relation to the Project including complying with Your obligations under or arising from such applicable laws, regulations and standards;
- (h) hold all rights, licences and consents required to conduct the Project and otherwise fulfil Your obligations under this Agreement;
- (i) comply with all policies, guidelines and reasonable directions the Department provides to You;
- (j) notify the Department if the Project will not commence within 60 days from the Commencement Date or has been inactive for a period of 60 days or more;
- (k) notify the Department immediately:
 - (i) of any corporate action (including a resolution), legal proceeding or other step taken by You or any other person in relation to:
 - a. the suspension of payments, winding up, dissolution, administration or reorganisation in respect of You;
 - b. entering into any scheme or arrangement with any of Your creditors;
 - c. the appointment of a liquidator, receiver, administrator or other similar officer in respect of You or any of Your assets; or
 - d. the enforcement of any security over any of Your assets;
 - (ii) of the occurrence of any event which is reasonably likely to have a material adverse effect on Your ability to complete the Project in accordance with the terms of this Agreement or on Your financial condition; or

- (iii) if You propose to sell or lease or otherwise dispose of any part of the land on which the Project is or will be carried out.

3.2 You agree that:

- (a) You bear any and all risk that the cost of the Project may exceed the sum of the Grant and Contributions;
- (b) You are responsible for any costs that may be incurred at any time that exceed the sum of the Grant and Contributions (whether You expected to incur such costs or not at any time before or after execution of this Agreement);
- (c) You (or a nominated party) are responsible for all operating and maintenance costs arising from the Project;
- (d) the Department will not provide any further contribution over and above the Grant specified in the Project Details;
- (e) You must procure any additional funding above the sum of the Grant and Contributions that is necessary to carry out and complete the Project, as described in the Grant Proposal and this Agreement, in order to ensure that the Project is delivered to achieve the objectives of the grant program; and
- (f) other than in respect of payment of the Grant, the Department is not the financial underwriter of the Project and that the Department does not carry any delivery or financial risk for the delivery of the Project.

4. Holding of Grant

- 4.1 The Grant must be managed with sufficient accounting controls, relative to the nature and type of the Project, in place to track the expenditure of the Grant and all records must be held in compliance with current tax requirements and laws.

5. Personnel

- 5.1 Any positions funded by the Grant must be filled by persons that have appropriate skills, qualifications or experience for such positions.

5.2 In relation to engaging sub-contractors, You:

- (a) may sub-contract all or part of the conduct of the Project to a sub-contractor:
 - (i) subject to prior notification to the Department at least 14 days prior to the engagement commencing (including any required updated conflict of interest declaration);
 - (ii) any such engagement does not relieve You from any of Your obligations or liabilities under this Agreement; and
- (b) will ensure that all work carried out by any sub-contractor meets the requirements of this Agreement.

5.3 In relation to where the Project includes any aspect of construction:

- (a) Where applicable, You must ensure that only a builder or builders accredited under the Office of the Federal Safety Commissioner Work Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Department;
- (b) You must ensure compliance with the most recent National Construction Code is made a condition of tender for all contractors and subcontractors who tender for the work and providing the necessary assurances to the Department.

6. Consent of landowner

- 6.1 In the event that You are not the owner of all or part of the land where the Project will be constructed, installed or otherwise delivered, You:
- (a) warrant that You have obtained the approval and agreement of the landowner to construct, install or otherwise deliver the Project on their land; and
 - (b) indemnify and agree to keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any cost, expense, loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner or interested third party as a result of or in connection with the Project.

About the Grant

7. Payment of Grant

- 7.1 The Department will pay You the Grant at the times and under the Terms set out in Schedule A. The making of any payment of the Grant does not constitute any admission by the Department that the performance of any part of the Project is in conformity with this Agreement or release You from Your obligations under this Agreement.
- 7.2 The Grant is capped at the amount specified in Schedule A. Beyond the amount of the Grant, the Department is unable to provide additional or ongoing funds for the Project. You accept that the Grant is capped and non-recurrent.
- 7.3 If the funding required to complete the Project exceeds the amount of the Grant for any reason (including, but not limited to, where you experience cost increases or are subject to fraud), then You are responsible for obtaining any such additional funding required above the Grant that is necessary to ensure that the Project is delivered.
- 7.4 Unless otherwise agreed by the Department, where the actual cost of the Project is less than the sum of the Grant and Contributions then the Department may reduce the final Instalment payment or seek repayment of any Grant already paid to reflect the actual cost incurred to deliver the Project with any repayment sought by the Department to be a debt due and owing by You to the Department.

7.5 Where the Grant is paid into an interest earning account, unless otherwise agreed to by the Department, all interest earned on the Grant must be used by You for the Project only in accordance with the terms of this Agreement.

8. GST

8.1 Unless otherwise defined in this Agreement, words or expressions used in this clause have the same meaning as defined in the GST Law.

8.2 Unless otherwise indicated all amounts referred to in this Agreement are exclusive of GST.

8.3 If:

- (a) Despite any other provision of this Agreement, GST is imposed on any supply by You to the Department under this Agreement; and
- (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,

then the Department will pay to You an additional amount equal to the GST imposed on that supply, at the time and in the manner which payment is otherwise payable under this Agreement in relation to that supply.

8.4 You must be registered under the GST Law at the time of making any supply under this Agreement on which GST is imposed.

8.5 If You are not registered under the GST Law as required under clause 8.4, You will not be entitled to receive any additional amount as provided under this clause 8.

8.6 If, for any reason, the Department pays to You an amount under this clause 8 which is more than the GST imposed on the supply, You must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to You.

8.7 Any overpayment the Department claims under clause 8.6 will be a debt due and owing by You.

8.8 If You are not registered for GST any invoice to the Department must be as set out in Schedule A.

9. Withholding, Suspension, Changes to Payments and Repayment

9.1 If:

- (a) You are not complying with this Agreement;
- (b) You fail to secure a site for the Project;
- (c) You fail to secure or obtain any right, licence or consent required to conduct the Project;
- (d) You fail to execute a lease agreement with the landowner; or
- (e) You fail to develop a Project concept or Budget endorsed by the Department;

then the Department may withhold or suspend payment until You remedy such non-compliance or failure to the Department's satisfaction.

- 9.2 You must repay within 28 days of a Notice being sent:
- (a) any payment spent in breach of this Agreement;
 - (b) all Unspent Grant funds at the time of the Notice being sent.
- 9.3 Any repayment the Department claims from You under this clause will be a debt due and owing by You to the Department.

10. Capital Equipment

- 10.1 Any Capital Equipment acquired with the Grant for the purposes of the Project will become Your property at the completion of the Grant Period. However, You will be fully responsible for, and bear all risks relating to, the use or disposal of all Capital Equipment from the date of acquisition or creation of such Capital Equipment.
- 10.2 You must not acquire any Capital Equipment with the Grant unless the Capital Equipment is specified in the Grant Proposal or the Department has provided You with prior written consent to acquiring that Capital Equipment.
- 10.3 You must for the term of this Agreement not sell, restrict, cease to use or otherwise dispose of any Capital Equipment acquired with the Grant without first obtaining written consent from the Department.
- 10.4 You must maintain an Asset Register for each item of Capital Equipment purchased or created using the Grant which is, at least, valued at \$100,000 GST inclusive. The Asset Register is to record all items of Capital Equipment and be kept current at all times in accordance with Australian Accounting Standards.

11. Reporting Requirements

- 11.1 You agree to provide the Department with reports relating to the Project and the Grant in the format, at the times and containing the information specified in Schedule B – Reporting Requirements.

12. Performance Monitoring and Evaluation

- 12.1 The Department will monitor and evaluate the Project against measures including, but not limited to:
- (a) the Program Objectives;
 - (b) the Project Objectives;
 - (c) the Budget;
 - (d) Project Progress Reports submitted; and
 - (e) Your compliance with the terms of this Agreement.
- 12.2 You:

- (a) acknowledge that the Department's representative will maintain regular contact with You to monitor the implementation of the Project and of this Agreement;
 - (b) agree to co-operate with the Department's representative in this role;
 - (c) agree to the Department's representative attending Your board or committee meetings and visiting the Project at any reasonable time, upon giving You reasonable notice; and
 - (d) in addition to any other reporting obligations under this Agreement, You must, if the Department requests, provide additional information to the Department concerning the Project, subject to the Department's request being reasonable in terms of administrative overheads and costs involved with compliance.
- 12.3 The Department may use any information contained in reports it receives from You subject to compliance with its obligations under this Agreement not to disclose Your Confidential Information.
- 12.4 At any point during the Grant Period and until five years after the termination or expiry of this Agreement, where requested:
- (a) You must provide statistical data and any other program information or media in response to any request the Department may reasonably make for the purpose of research, program evaluation and surveys conducted by the Department or its authorised representative; and
 - (b) where such request made covers data or information which is commercial-in-confidence, You agree to negotiate with the Department in good faith to provide the data or information in an aggregated or de-identified form, or in such other form or on such other basis, as may be agreed with the Department.
- 13. Public Announcements and Acknowledgement**
- 13.1 The Department may publicise the awarding of the Grant at any time and include:
- (a) Your name;
 - (b) the amount of the Grant; and
 - (c) the title and brief description of the Project and the Project Outcomes.
- 13.2 If requested to do so, You must obtain written authorisation from relevant Project recipients, representatives or beneficiaries authorising the Department to name those recipients in any media statements, include their identities in the Department's Annual report or in media releases issued by it from time to time setting out any successful inquiries arising from the administrative activities funded by the Department.
- 13.3 You must ensure that any public events, media opportunities and speaking engagements relating to this Grant or Project, including any official opening or launch, are discussed with and approved by the Department two (2) months prior to the event or publication, including any publication on social media.

- 13.4 You must issue an invitation, through the Department, to a NSW government representative to any launch or public event associated with the Grant and, where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
- 13.5 You must ensure the following wording and graphics appear on all published materials:
- (a) Funded by the NSW Government; and
 - (b) Approved NSW Government brand marks including logo and graphics.
- 13.6 Verbal recognition of NSW Government support must be acknowledged across all media, publicity and public engagements.
- 13.7 Any signage (including plaques) erected in relation to the Project (whether temporary or permanent) must comply with the NSW Government NSW Funding Acknowledgement Guidelines as set out at: <https://www.nsw.gov.au/nsw-government-communications> including compliance with any required NSW Government logos or phrasing.

Material and Information

14. Intellectual Property

- 14.1 Intellectual Property in all Project Material vests in You, unless otherwise stated in any Special Conditions.
- 14.2 You grant to the Department, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for the Department's own purposes all Intellectual Property in the Project Materials.

15. Confidential Information

- 15.1 Each party as the recipient of Confidential Information ("**Recipient**") must in relation to the Confidential Information of the other party ("**Discloser**"):
- (a) keep it confidential;
 - (b) not copy it or any part of it that is in material form other than as strictly necessary and must mark any such copy 'Confidential – ([Name of Discloser]);
 - (c) implement security practices against unauthorised copying, use and disclosure;
 - (d) immediately notify the Discloser if the Recipient becomes aware of any unauthorised copying, use or disclosure in any form; and
 - (e) cooperate with the Discloser in any reasonable action it takes to protect the Confidential Information.
- 15.2 The Recipient must promptly:

- (a) comply with any request by the Discloser to return or destroy any or all copies of Confidential Information; and
- (b) upon expiry or termination of this Agreement, return to the Discloser all Confidential Information provided to it by the Discloser,

except that the Recipient may in good faith keep one copy of Confidential Information in safe custody on a confidential basis where needed for the purpose of determining any continuing legal obligations.

15.3 A Recipient may disclose Confidential Information to only those of its employees, directors, officers, subcontractors, agents and legal, financial or other professional advisers (or where the Recipient is the Department, disclose Confidential Information to the relevant Minister) who have a need to know the information for the purposes of this Agreement, provided that, prior to the disclosure, the Recipient:

- (a) ensures that those persons are made aware of the confidential nature of the Confidential Information; and
- (b) procures an assurance that any such Confidential Information will be kept confidential.

15.4 A Recipient may disclose Confidential Information to the extent that it is required to be disclosed by law (and in the case of the Department, to the extent that is required to be disclosed by parliamentary process), provided that the Recipient:

- (a) must, to the extent reasonably practicable, give prior notice to the Discloser of the proposed disclosure with full details of the circumstances and the information to be disclosed;
- (b) must postpone any disclosure required by law for as long as the Recipient is able to, without prejudicing the Recipient's own position; and
- (c) acknowledges that the Discloser, at its cost and expense, is entitled to make representation to the relevant court, tribunal or other body seeking or ordering disclosure as to whether the Confidential Information should be disclosed.

16. Privacy

16.1 Both parties will:

- (a) ensure that Personal Information that is provided by the Department or collected by You under or in connection with this Agreement is used only for the purposes of this Agreement and is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
- (b) not disclose any such Personal Information without the written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) the Department,unless otherwise required or authorised by law;

- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998 (NSW)* when doing any act or engaging in any practice in relation to Personal Information as if it were an agency directly subject to that Act; and
- (d) include equivalent requirements regarding Personal Information (including this clause 16) in any subcontract entered into for the provision of any of the Activities under this Agreement.

Dealing with Risk

17. Insurance

- 17.1 On request by the Department, You must provide a copy of valid and current certificates of currency for each of the insurance policies specified in clause 17.2.
- 17.2 You warrant that You have and will maintain, throughout the Grant Period, appropriate insurance to cover any liability it may incur in relation to this Agreement, including:
 - (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period; and
 - (b) workers compensation insurance as required by law

18. Indemnities and Liability

- 18.1 You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
 - (a) the Grant or the use of any outcomes from the Project;
 - (b) Your breach of this Agreement;
 - (c) any unlawful or negligent act or omission by You or Your subcontractors in connection with this Agreement;
 - (d) any illness, injury or death of any person caused or contributed to by You or Your subcontractors in connection with this Agreement;
 - (e) any loss or damage to real or personal property caused or contributed to by You or Your subcontractors in connection with this Agreement; or
 - (f) any act or omission by You or Your subcontractors in connection with this Agreement that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.
- 18.2 Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

- 18.3 No party will be liable to the other party under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.
- 18.4 Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.
- 18.5 Without limiting any other provision of this Agreement, the Department will not be liable to you under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for any Claim by you arising directly or indirectly from a failure or breach of any physical or cyber security measure implemented by you in relation to your operations including, but not limited to, where any or all of the Grant is obtained by a third party as a result of such failure or breach of such physical or cyber security measure.

Expiry and Termination of the Agreement

19. Expiry and Termination

- 19.1 Unless terminated earlier in accordance with this clause, this Agreement will end at the end of the Grant Period and once You have completed the Project to the Department's satisfaction and the Department has made all payments due.
- 19.2 Where a party has breached this Agreement:
- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
 - (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Agreement immediately by giving a further Notice.
- 19.3 The Department may terminate this Agreement immediately by written Notice if:
- (a) You breach a provision of this Agreement in a manner that, in the Department's opinion, is not capable of remedy;
 - (b) You breach any of the following provisions: clause 3 (Your Obligations), clause 4 (Holding of Grant), clause 11 (Reporting Requirements) or clause 17 (Insurance);
 - (c) the Department, in its absolute discretion, decides that any third party is unable to comply with, may be unable to comply with or have not complied with its obligations to provide Contribution towards the Project as specified in the Budget; or
 - (d) You become insolvent, or if You are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966* (Cth), or if You resolve to go into administration or liquidation or have a summons for Your winding up presented to a Court or enter into any scheme of arrangement with Your creditors.
- 19.4 The Department may terminate this Agreement by giving You 30 days' Notice, if any one or more of the following occurs:

- (a) in the Department's opinion You are not carrying out the Project diligently and competently;
- (b) You have not completed one or more of the activities by the date they are due to be completed;
- (c) the Department considers the Project no longer viable; or
- (d) the Department considers that there has been a material change in circumstances in Your financial position, Your structure or Your identity.

19.5 Notwithstanding clause 19.3:

- (a) the Department may, at any time, by notice, terminate this Agreement or reduce the scope of the Project.
- (b) On receipt of a notice of termination or reduction of Project scope You must:
 - (i) take all available steps to minimise loss resulting from that termination or reduction and to protect Intellectual Property and Project Materials; and
 - (ii) continue to undertake any part of the Project not affected by the notice.
- (c) If this Agreement is terminated under this clause 19.5, the Department is only liable for:
 - (i) payments under clause 7 in accordance with this Agreement before the effective date of termination; and
 - (ii) reasonable costs actually incurred by You that are directly attributable to the termination.
- (d) If the scope of the Project is reduced, the Department's liability to pay the Grant abates in accordance with the reduction in the Project.
- (e) the Department is not liable to pay compensation under clause 19.5(c)(ii) for an amount which would, in addition to any amounts paid or due, or becoming due, to You under this Agreement, exceed the total Grant payable under this Agreement.
- (f) You are not entitled to compensation for loss of prospective profits.

19.6 Any termination of this Agreement by the Department is without prejudice to any of its accrued rights or remedies.

20. Survival

20.1 The following clauses survive termination, expiry or repudiation of this Agreement:

- (a) clause 14 (Intellectual Property);
- (b) clause 15 (Confidential Information);
- (c) clause 16 (Privacy);
- (d) clause 18 (Indemnities);
- (e) clause 19 (Termination);
- (f) clause 21 (Obligations when this Agreement Ends);
- (g) clause 23 (Notices); and

any other clause which by its nature is intended to survive this Agreement.

21. Obligations when this Agreement Ends

- 21.1 You must, except to the extent agreed to by the Department in writing, provide to the Department within seven (7) days of termination or expiry of this Agreement:
- (a) any reports due under this Agreement or otherwise reasonably requested by the Department; and
 - (b) on the Department's request, any documents containing any Confidential Information of the Department used by You or Your employees, agents or contractors or otherwise in their possession and all copies of such documents, except to the extent You are required by any relevant laws or regulations to retain copies of such documents.
- 21.2 For the avoidance of doubt, upon termination or expiry of this Agreement, You will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to You could be less than the Grant specified in this Agreement.
- 21.3 If this Agreement is terminated by the Department under clause 19 then, unless otherwise agreed, You must deliver to the Department or its representative all Capital Equipment purchased, acquired, established or created by You using the Grant which is, at least, valued at \$100,000 (GST inclusive).
- 21.4 Upon the termination or expiry of this Agreement You must, if requested to do so by the Department, transfer to the Department, free of charge, all investments made by You using the Grant.
- 21.5 You agree to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements created by the Project for any minimum non-interference period as specified in the Project Details after the completion of the Project, or as otherwise agreed by Us and:
- (a) acknowledge that as the Grant is provided to benefit the local community and/or End Recipient, if identified, and conversion or disposal through sale or otherwise of assets acquired with the Grant is not consistent with this purpose, if You intend to convert or dispose of assets funded by the Grant within the period stated in this clause 21.5, You must notify the Department immediately with the intended conversion or disposal;
 - (a) where request by the Department, You must repay the Grant that was expended on the asset disposed of or converted within 1 month of such disposal or conversation; and
 - (b) If You are notified by the Department that it requires repayment of any amount under sub-clause (b) then that amount will become a debt due and owing by You to the Department.

Other Legal Matters

22. Dispute Resolution

- 22.1 If a dispute arises in relation to this Agreement (“a Dispute”), a party must comply with this clause 22 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.
- 22.2 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (Dispute Notice) in accordance with the requirements of clause 23 (Notices).
- 22.3 Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and
 - (b) has authority to negotiate and settle the Dispute.
- 22.4 If the Dispute is not resolved within 10 Business Days, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 22.2 must refer the Dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.
- 22.5 If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 22.6 Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.
- 22.7 Nothing in this clause 22 will prevent either party from seeking urgent interlocutory relief.

23. Notices

- 23.1 Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing.
- 23.2 The receiving party will be deemed to have received the Notice as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address except when delivered on a day that is not a Business Day or later than 5.00pm on a Business Day then it will be deemed to have been duly delivered at 9.00am on the next Business Day;
 - (b) if sent by post within Australia:
 - i. if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
 - ii. if posted using the regular post option, on the tenth Business Day after the day on which it is posted;
 - (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery;
 - or

- ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
 - (d) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.
- 23.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

24. General

24.1 Keeping of records, audit and rights of access to such records:

- (a) You must ensure that adequate financial and operational records and registers, and any other specific records or registers requested by the Department, are kept and maintained whilst carrying out the Project and for a period of seven years after the date that is the earlier of the date of expiry of the Grant Period or termination of this Agreement;
- (b) You must authorise the Department for the purposes of this Agreement (the "Auditors"), to undertake audits, to examine and inspect, at reasonable times and on reasonable notice, any records You hold, and allow any such records to be copied or extracted, in whole or in part; and
- (c) You must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

24.2 Conflict of Interest:

- (a) You and your employees must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, Your ability to carry out Your obligations under this Agreement;
- (b) You warrant that at the date of this Agreement, no conflict of interest exists or is likely to arise for You or your employees in relation to execution of this Agreement, its subject matter or in relation to the Project;
- (c) You and your employees must, during the Grant Period, inform the Department of any actual or perceived conflict of interest that may arise in relation to the performance of Your obligations under this Agreement, its subject matter or in relation to the Project and how such conflicts are to be managed; and
- (d) You must ensure that sub-clauses (a) through (c) of this clause 24.2 are included in any contract with an agent or contractor engaged by You in relation to the Project to ensure that they have the same obligations to You as You have to the Department regarding conflicts of interest.

- 24.3 **Entire Agreement:** This Agreement supersedes all prior contracts, obligations, representations, conduct and understandings related to the Project as provided by this Department and the Department will not bear any delivery and financial risk for the delivery of the Project, other than in respect of payment of the Grant.

- 24.4 **Variation:** This Agreement may only be varied in writing signed by the parties. If You wish to vary this Agreement then You must first make a written request to the Department, in the form as directed by the Department, and provide such information as is reasonably required or requested by the Department. Consideration of such request does not obligate the Department to accept such request and may, in its sole and absolute discretion, reject any such request.
- 24.5 **Negation of employment, partnership or agency**
- (a) This Agreement does not create a relationship of agency, partnership, and/or employment between the parties. All work performed by You and all contracts made by You to carry out the Project shall be as principal and not as an agent for the Department.
 - (b) You must not represent itself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.
- 24.6 **Waiver**
- (a) Any waiver by the Department of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
 - (b) If the Department fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect stop a party from relying on the terms of this Agreement to their full force and effect.
- 24.7 **Governing Law:** The laws of New South Wales govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts in that State.
- 24.8 **Child Protection:** You are responsible for complying with the provisions of the *Children & Young Persons (Care and Protection) Act 1998 (NSW)*, *Ombudsman Act 1974 (NSW)*, *Child Protection (Working with Children) Act 2012 (NSW)* and any other laws which apply to child protection and identifying Your child protection responsibilities, as required by law and establishing systems for ensuring that You meet Your child protection responsibilities.
- 24.9 **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.
- 24.10 **Assignment:** You must not assign or novate Your obligations or interests under this Agreement, without the Department's prior written consent.
- 24.11 **Counterparts:** This Agreement may be signed in any number of counterparts which taken together will constitute one instrument.
- 24.12 **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Agreement and all transactions incidental to it.

- 24.13 **Electronic dealing:** Each party agrees that this Agreement and any other documents to be delivered in accordance with this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Special Conditions

SC1. Project Steering Committee

- SC1.1. In this clause SC1, Project Steering Committee (PSC) means a governance arrangement and group of persons to oversee the delivery of the Project. It ensures delivery of scope, oversees risk management, and ensures the Project stays within Budget. It will involve key project stakeholders, including You and the Department.
- SC1.2. For the purpose of facilitating and monitoring the development and delivery of the Project You:
- SC1.2.1. unless already established by You, agree to establish a PSC at the commencement of the Project, comprising key project stakeholders;
- SC1.2.2. agree to Our representative/s being a part of the PSC;
- SC1.2.3. agree to the PSC continuing until the ending of the Grant Period when the Project is completed or as directed by the Department;
- SC1.2.4. agree to a develop a PSC Terms of Reference (TOR) that sets out:
- (a) the role and outcomes to be achieved by the PSC including:
 - (i) its relationship to You and other key personnel, such as the project manager;
 - (ii) stakeholder identification, management strategies and communication channels;
 - (iii) oversight of the construction, budget and delivery schedule;
 - (iv) monitoring of Objectives as outlined in the Grant Proposal;
 - (v) review and confirm the suitability of key project documentation prepared by You, including any Reports;
 - (vi) financial and project risk management;
 - (vii) any authorities to be delegated by the PSC by You; and
 - (viii) meeting frequency;
 - (b) the structure of the PSC including roles, responsibilities and voting rights (including, where directed by the Department, that the Department is provided voting rights on the PSC).

Signatory Page

Executed as an agreement by

Goulburn Mulwaree Council

(name of Funding Recipient as per the Agreement Details)

A.B.N: 84049849319 (Funding Recipient A.B.N.)

in accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the Funding Recipient

by or in the presence of:

Brendan Hollands

(person 1 name)

Brendan Hollands

(electronic signature)

Aaron Johansson

(person 2 name)

Aaron Johansson

Aaron Johansson (Oct 12, 2022 16:36 GMT+11)

(electronic signature)

Executed as an agreement for and on behalf of the Crown in right of the State of New South Wales, but not so as to incur any personal liability

Karen Jones
Chief Executive, Office of Sport

[Handwritten Signature]

(electronic signature) Oct 13, 2022


D22 130685 TAB A - Funding Agreement - Goulburn Mulwaree Council - MSCFF-21 22(3)


Final Audit Report


2022-10-12


Created:	2022-10-10
By:	Karen Bates (Karen.Bates@sport.nsw.gov.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA848ryzrP1bSrmeXIKU-NpKHNBXhji7TP


"D22 130685 TAB A - Funding Agreement -Goulburn Mulwaree Council - MSCFF-21 22(3)" History


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15.8 TENDER NO.2223T0010 - RIVERSIDE PARK PUMP TRACK AND BMX TRACK

Author: Business Manager Projects
 Director Operations

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. 1.RFT2223T0010 Evaluation Report.pdf - Confidential

Link to Community Strategic Plan:	19. Our Infrastructure IN4 Maintain and update existing community facilities, and support the development of new community infrastructure as needed.
Cost to Council:	Roberts Park BMX Track – Option 1 PR190391 BMX Track Upgrade - \$150,000 Roberts Park BMX Track – Option 2 (pending grant funding) PR190391 BMX Track Upgrade - \$150,000 NSW Infrastructure Grant Fund - \$150,000 Riverside Pump Track 38191 Special Projects Reserve - \$70,000 Open Spaces Places to Play Grant Fund - \$455,200 FA190147 Riverside Pump Track - \$36,400
Use of Reserve Funds:	38191 Special Projects Reserve - \$70,000.00

RECOMMENDATION

1. That the report from Business Manager Projects on 2223T0010 Riverside Park Pump Track and BMX Track Tender Evaluation be received.
2. Council accepts the tender of Common Ground Trails Pty Ltd as a preferred tenderer for the tender price of \$600,000.00 (Excl GST) for the following projects:
 - a) Riverside Park \$450,000 (Excl GST)
 - b) Roberts Park BMX Track \$150,000.00 (Excl GST)
3. The Chief Executive Officer is authorised to approve variations of up to ten (10) percent for this Project. \$60,000.00 (Excl GST).
4. If the grant application from NSW Infrastructure Grant Fund for \$150,000.00 to Roberts Park BMX Track Upgrade is successful, Council approve an additional \$150,000.00, towards option 2 for this project of grant funded money.

BACKGROUND

This report is to inform Council of the outcome of the Request for Tender (RFT) process for the 2223T0010 Riverside Park Pump Track and BMX Track.

Tenders were called for an experienced contractor to complete two (2) packages of work as follows:

Package 1 – Pump Track: Design and construct a Pump Track located at Riverside Park Goulburn.

Package 2 – BMX Track: Investigate and upgrade the existing BMX Bike Track located on the Northern side of the existing PCYC Building accessible from Derwent Street (Roberts Park)

A grant submission is still pending that will allow the budget for Roberts Park BMX Track Upgrade to increase from \$150,000 (GST Excl) to \$300,000 (GST Excl). All companies who submitted a tender provided an option for both budget sums, and aware of the option if the grant application is successful.

REPORT

This report is to inform Council of the outcome of the Request for Tender (RFT) process for the 2223T0010 Riverside Park Pump Track and BMX Track.

The Council undertook a tendering process in accordance with Section 55 of the Local Government Act, 1993, Local Government (General) Regulation, 2005 and Tendering Guidelines of NSW Local Government (General) Regulation, 2009.

Tenders were called on the 13th September under 2223T0010 Riverside Park Pump Track and BMX Track. The tender process was undertaken in accordance with Section 55 of the Local Government Act, 1993, Local Government (General) Regulation, 2005 and Tendering Guidelines of NSW Local Government (General) Regulation, 2009. RFT documents were advertised on Tenderlink on the 13th September 2022.

Tender submissions closed on the 18th October 2022. Tender submissions were received from the following three (3) companies on the closing date:

Company	Address
Common Ground Trails Pty Ltd	6B Piper Street, Kyneton VIC 3444
Dirtz Track Pty Ltd	7 Laurence Street, Hobartville NSW 2753
South Sydney Concrete T/A Civil Domain	24 Park Street, Arncliffe NSW 2205

A tender evaluation panel (TEP) was established comprising of:

- Senior Project Manager
- Business Manager Community Facilities
- Contracts and Civil Works Coordinator.

A late submission was received after the closing time but was rejected by the TEP due to the non-compliance in line with the conditions of tendering.

The evaluation process was carried out by the TEP as outlined in the Tender Plan. The Tender Plan was completed prior to advertisement. The final Evaluation Report is attached to this Council report.

The TEP met initially to determine whether the tenders were conforming to mandatory submission requirements. The panel then completed the detailed evaluation of the non-price criteria for the three companies in accordance with the following weightings:

- Company experience and performance 10%
- Proposed personnel and their relevant qualifications and experience 10%
- Construction methodology 10%
- Program 10%

- Proposed concept designs 60%

The pricing was kept separate at time of submission, but it is noted that the project had a pre-determined budget for both projects. Companies were assessed against this criteria to ensure their proposal provided value for money and did not exceed the total approved project.

The pricing submissions of the three companies were then assessed to determine the overall Value For Money (VFM) score as outlined in the Tender Plan for 2223T0010.

VFM Ranking	Company
1	Common Ground Trails Pty Ltd
2	Dirtz Track Pty Ltd
3	South Sydney Concrete T/A Civil Domain

Following the completion of the tender evaluation process, the panel recommends Common Ground Trails Pty Ltd be approved as the preferred tenderer in accordance with the documentation for 2223T0010. The price submitted by Common Ground Trails Pty Ltd is the same as the budget provided by Council in the RFT documentation.

The Evaluation Report is included with the Closed Session reports in accordance with s10A(2)(d) Local Government Act 1993 as it contains commercial information that would, if disclosed, prejudice the commercial position of the person who supplied it. It is not appropriate for this to be provided in an Open Session as it relates to tender information.

15.9 REQUEST FOR FINANCIAL ASSISTANCE - GOULBURN CONVOY FOR KIDS

Author: Brendan Hollands, Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. **Application for Financial Assistance - Convoy for Kids** [↓](#) 
 2. **Booking Reference - Convoy for Kids** [↓](#) 

Link to Community Strategic Plan:	CSP Strategy C02 – Encourage and facilitate active and creative participation in community life.
Cost to Council:	Funds are available in the budget for donations made under the Financial Assistance Policy. There is a budget of \$80,000 for grants issued under this policy in the 2022/23 financial year. Approval of the recommendations contained within this meeting’s agenda would leave a remaining amount of \$47,645 for future contributions.
Use of Reserve Funds:	Not Applicable. Budgeted amount funded from revenue.

RECOMMENDATION

That

1. The report of the Director of Corporate & Community Services on Requests for Financial Assistance – Goulburn Convoy for Kids be received.
2. Council provide the following in-kind support to the Goulburn Convoy for Kids to the value of \$2,091.00 to be funded from the Financial Assistance budget:
 - 50% Hire Fees for Recreation Area \$362.00
 - Amenity Cleaning, bin hire, waste removal \$1,729.00

BACKGROUND

At its meeting on 21 June 2022, Council adopted the new Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy. Under this Policy, applications seeking funding for amounts greater than \$1,000 are reported to Council for approval.

REPORT

An application for financial assistance has been received from Goulburn Convoy for Kids seeking financial assistance for their annual truck convoy through Goulburn which was held on Saturday 19th November 2022.

The Convoy for Kids is a fundraiser for families with children that have special needs and is a very successful annual event. The event organisers are seeking \$2,453.00 fee waiver for costs associated with the hire of the Goulburn Recreation Area.

Council’s Financial Assistance Policy allows for in-kind support and also up to 50% fee waiver for venue hire, this should be taken into consideration when determining this application.

It is recommended that support for this event be provided in-kind as follows:

50% fee waiver for the hire of the Recreation Area.....	\$362.00
Bin hire, amenity cleaning & waste removal	\$1,729.00

A copy of the application is attached for your consideration



Application for Financial Assistance Reduction or Waiver of Council Fees & Charges

Applicant / Organisation Details

Name:	Convoy For Kids Goulburn
Address:	17090 Hume Highway, Goulburn NSW 2580
Contact Person:	Emily Townsend
Telephone:	0488 298 246
Email Address:	info@convoyforkidsgoulburn.com.au

Amount Applied for (including GST if applicable)

\$ _____

Which Funding Stream are you applying under? (Please select below)

*Financial Assistance for Community Events and/or projects
(See below)*

*Mayor's Discretionary Fund
(See below)*

Please select if the request for a fee waiver or reduction:

Funding Principles:

Funding is available under the following funding streams:

- **Financial Assistance for Community Events, Projects and Representation**
Financial contribution to assist with the cost of a community event and/or project or to assist individuals/groups representing their community.

This stream is made available for:

- Funding requested by community and/or charitable organisations for events that do not satisfy the criteria under the *Event Development Funding Policy*.
- Funding requested by community and/or charitable organisations for projects that add value to the community.
- Financial support requested by members of the community to represent or participate in events (both sporting and cultural) at a national or international level.

Funding under this stream will be capped at \$10,000 and may be in the form of financial contribution, in-kind support or up to 50% fee waiver for Council venue hire.

Application for Financial Assistance

Mayor’s Discretionary Fund

Financial assistance available at the discretion of the Mayor to assist with small projects and community initiatives.

This stream will be reserved for donations to charitable and “not for profit” organisations.

▪ **Reduction or Waiver of Council Fees & Charges**

Consistent and equitable assessment of requests for the reduction or waiver of Council fees and charges for the use of Council facilities and / or services provided by Council.

Eligibility

To be eligible for a reduction or waiver the applicant must be considered in at least one of the following categories:

- Charitable organisation
- Be a non-profit organisation and dependent upon amount requested, may be asked to provide audited financial accounts
- Pensioner groups
- Community groups
- Schools and any group/organisation as determined from time to time by Council
- Demonstrate special circumstances as determined by the Chief Executive Officer or Council’s delegated staff

Council **will not** consider applications to waive fees and charges for:

- Any profit-making ventures for commercial entities
- Any activity, event or program that contravenes Council’s existing policies
- The bond associated with the use of Council facilities, (only the waiver of fees for an activity, event or function will be considered)
- Retrospective applications, including refunds

(Refer to the Policy Document for further information on funding criteria)

Priority will be given to –

- Projects/events which support welfare activities
- Projects/events which support the priorities of the various plans adopted by Council
- Projects/events which have not previously received funding
- Areas where there is an obvious and documented community/local need
- Areas where the need is considered greatest

Application for Financial Assistance

Other Grant Funding

Please provide details of funding received from other sources either approved or pending.

\$5000 Transgrid 2022 Community Partnership Program
\$1000 Essential Energy Community Support Program

Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Page 3 of 5

Description of the Project, Service or Event *(attach additional pages if space is insufficient)*

When completing this section please provide as much information as possible including details on the following where applicable:

- What identified community need does this project seek to fulfil?
- If an event, what are the benefits to the Goulburn Mulwaree area e.g. number of visitors
- Who will benefit from the project/event (include target groups and/or users & attach letters of support if applicable)

Convoy for Kids Goulburn is a charity organisation, which commenced in 1999. The principal objective of the Convoy is to provide support for local children with cancer, terminal illness and permanent disabilities, by providing financial assistance to the families of such children with special needs.

We are a registered charity, run by local volunteers, and all funds raised, stay and are distributed within our local community.

We are anticipating 5000 people to go through our gates on the day. We have arranged for established acts - Bluey & Bingo and Hurricane Fall to attract both local residents and visitors to the town.

The Convoy will depart from 12pm on Saturday 19th November 2022, & will conclude at the Goulburn Showground, where our Twilight Carnival is set to kick off.

This year we are attempting a record number of truck entries this year, so we are looking for people far and wide to get involved and spread the word!

We do this for the kids, so our carnival day should be about the kids. Kids under 18 enter Free & have access to all rides, entertainment and other amusements. We felt this was a good way to give back to the community and make it a fun-filled, affordable day for all.

The Committee has assisted families in a myriad of ways over the years and have always maintained an attitude for doing the most we can, for those we can. Like any charity we also face our battles. Covid has impacted us somewhat over the last two years, but we certainly didn't let that deter us from our fundraising efforts.

More than anything, we want to get the word out there about our services, so that we may help more families in need.

Typically, our fundraising efforts have enabled us to provide financial assistance to families by way of reimbursement for fuel and medical expenses pertaining to treatment; vehicle and equipment purchases and/or alterations to assist with mobility concerns; assistance with costs for other essential medical equipment, specific to a child's needs; accommodation & chemist bill support, and the list goes on.


Our major source of fundraising is the annual Convoy Carnival Day & we hope that you may support our initiatives by waiving all fees associated with venue hire, waste services, traffic control and amenity cleaning services.

Application for Financial Assistance

Financial Information
 For applications seeking funding of \$5,000 and above, the application **must** be accompanied by financial statements.

Application checklist – Please complete before signing the Declaration

- Have you read and understood the guidelines?
- Have you completed ALL sections of the application form?
- Have you attached all relevant supporting information? N/A
- Have you included ALL Financial Information if applicable? N/A
- Has the application been signed?
- Have you kept a copy of your application for your own records?

Declaration			
I/We certify that, to the best of my/our knowledge, the information of this application is true and correct			
Signature		Signature	
Name	Emily Townsend	Name	
Position	Vice-President	Position	

NOTES

- All applications are to be returned to Goulburn Mulwaree Council, Locked Bag 22 Goulburn NSW 2580
- **Incomplete applications or applications with insufficient information will not be accepted.**

Council collects personal information only for a lawful purpose that is directly related to Council's functions and activities. Council is required under the Privacy and Personal Information Protection Act 1998 (PPIA) to collect, maintain and use your personal information in accordance with the Privacy Principles and other relevant requirements of the PPIPA. For further information or clarification please contact Council's Governance Office or refer to Council's Privacy Management Policy at www.goulburn.nsw.gov.au



Convoy For Kids Goulburn Inc
PO Box 1218
Goulburn, NSW 2580

P: Treasurer 0487 298 213
E: info@convoyforkidsgoulburn.com.au
CFN/20050

Tracey Norberg
Goulburn Mulwaree Council

13th September, 2022

To Tracey

Re: Traffic Control Intentions

I write to you today to notify you of our intentions in relation to our Convoy Day on Saturday 19th November, 2022.

The planned convoy route will commence from the Gateway Service Station, with parking of heavy vehicles to be in the adjacent car park and paddock, as done in previous years. Any overflow parking will be along Common Street. Volunteers will be in place on the day, directing the parking of heavy vehicles.

The route will commence down Sydney Road, towards the traffic lights, where the Convoy will turn left onto Grafton Street. It is our intention to abide by NSW traffic laws at the traffic lights. We do not require traffic control.

The Convoy will continue down Grafton Street and into Sloane Street. To prevent any congestion, & as previously discussed, we suggest installing a 'left turn only' sign at the underpass, for East Grove residents.

The Convoy will continue along Sloane Street, before turning left over the bridge and onto Braidwood Road. All heavy vehicles will be directed by volunteers on the day and will enter via Gate 8 only. We ask that Council install 40km per hour event signage around the Showground, as done during Goulburn Show.

Members of the public will be free to park along side street parking, and within the Rodeo area of the grounds further down.

Under the above plan, we do not anticipate a need for Traffic Control, outside what has been listed.

Please let me know if you have further questions.

Yours faithfully,

Emily Townsend
Convoy For Kids Goulburn

Booking Quote «BookingID»



Locked Bag No. 22
GOULBURN NSW 2580

15 Nov 2022

CONVOY FOR KIDS GOULBURN
COLIN IMMS
PO BOX 1218
GOULBURN NSW 2580

Dear Colin,

Subject: Booking Enquiry & Quote

Please find below the details and quote for your booking enquiry.

Booking particulars

Booking Reference Number	55888 to 55889 inclusive
Event Description	Convoy 4 Kids
Booking Status	Confirmed
Phone number on file	

Booking Details

Facility Booked	Date	From	To	Charges (inc GST)
Area E Showmans Guild Parking	19 Nov 2022	08:00 AM	05:00 PM	\$160.00
Area H and J	19 Nov 2022	08:00 AM	05:00 PM	\$564.00

Total Bookings \$: \$724.00

Other Booking Charges

Additional Charges	Qty	Hours	\$ per hour	Charges (inc GST)
Recreation Area 240L Bin Empty	10		\$21.00	\$210.00
Recreation Area 240L Delivery & Pick Up Fee	1		\$70.00	\$70.00
Recreation Area 1100L Bin Hire	5		\$13.00	\$65.00
Recreation Area 1100L Bin Empty	5		\$30.00	\$150.00
Recreation Area 1100L Delivery & Pick Up Fee	1		\$100.00	\$100.00
Recreation Area Amenity Cleaning	6		\$189.00	\$1 134.00

Total Additional Charges: \$1 729.00

GRAND TOTAL GST \$223.00

GRAND TOTAL (inc GST) \$2 453.00

If you have any questions about this booking enquiry or any of Council's facilities, please call me on 02 4823 4901

15.10 REQUESTS FOR FINANCIAL ASSISTANCE - GOULBURN A P & H SOCIETY

Author: Brendan Hollands, Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. [Application for Financial Assistance - Goulburn A P & H Society](#) 



Link to Community Strategic Plan:	CSP Strategy C02 – Encourage and facilitate active and creative participation in community life.
Cost to Council:	Funds are available in the budget for donations made under the Financial Assistance Policy. There is a budget of \$80,000 for grants issued under this policy in the 2022/23 financial year. Approval of the recommendations contained within this meeting’s agenda would leave a remaining amount of \$47,645 for future contributions.
Use of Reserve Funds:	Not Applicable. Budgeted amount funded from revenue.

RECOMMENDATION

That

1. The report of the Director of Corporate & Community Services on Requests for Financial Assistance – Goulburn A P & H Society be received.
2. Council provide support to the Goulburn A P & H Society in the form of a cash contribution of \$2,000 and a fee waiver of \$1,500 towards waste removal for the annual Goulburn Show. The amounts to be funded from the Financial Assistance budget.

BACKGROUND

At its meeting on 21 June 2022, Council adopted the new Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy. Under this Policy, applications seeking funding for amounts greater than \$1,000 are reported to Council for approval.

REPORT

An application for financial assistance has been received from Goulburn A P & H Society seeking financial assistance to the amount of \$2,000 and additional \$2,000 fee waiver towards waste management at the annual Goulburn Show to be held on 4th and 5th March 2023.

Council provides financial assistance each year to the Goulburn A P & H Society Inc. via the Financial Assistance budget. In 2022 an amount of \$2,000 was approved along with a \$1,500 fee waiver towards waste management.

In accordance with Council’s Financial Assistance Policy it is recommended that Council maintains that level of support with a \$2,000 cash contribution and \$1,500 fee waiver for the 2023 Annual Goulburn Show.



Application for Financial Assistance Reduction or Waiver of Council Fees & Charges

Applicant / Organisation Details

Name:	Goulburn AP&H Society (Goulburn Show)
Address:	PO Box 484 Goulburn NSW 2580
Contact Person:	Jacki Waugh
Telephone:	0428298157
Email Address:	info@goulburnshow.com.au

Amount Applied for (including GST if applicable)

\$ 4,000.00

Which Funding Stream are you applying under? (Please select below)

*Financial Assistance for Community Events and/or projects
(See below)*

*Mayor's Discretionary Fund
(See below)*

Please select if the request for a fee waiver or reduction:

Funding Principles:

Funding is available under the following funding streams:

- **Financial Assistance for Community Events, Projects and Representation**
Financial contribution to assist with the cost of a community event and/or project or to assist individuals/groups representing their community.

This stream is made available for:

- Funding requested by community and/or charitable organisations for events that do not satisfy the criteria under the *Event Development Funding Policy*.
- Funding requested by community and/or charitable organisations for projects that add value to the community.
- Financial support requested by members of the community to represent or participate in events (both sporting and cultural) at a national or international level.

Funding under this stream will be capped at \$10,000 and may be in the form of financial contribution, in-kind support or up to 50% fee waiver for Council venue hire.

Mayor's Discretionary Fund

Financial assistance available at the discretion of the Mayor to assist with small projects and community initiatives.

This stream will be reserved for donations to charitable and "not for profit" organisations.

▪ Reduction or Waiver of Council Fees & Charges

Consistent and equitable assessment of requests for the reduction or waiver of Council fees and charges for the use of Council facilities and / or services provided by Council.

Eligibility

To be eligible for a reduction or waiver the applicant must be considered in at least one of the following categories:

- Charitable organisation
- Be a non-profit organisation and dependent upon amount requested, may be asked to provide audited financial accounts
- Pensioner groups
- Community groups
- Schools and any group/organisation as determined from time to time by Council
- Demonstrate special circumstances as determined by the Chief Executive Officer or Council's delegated staff

Council **will not** consider applications to waive fees and charges for:

- Any profit-making ventures for commercial entities
- Any activity, event or program that contravenes Council's existing policies
- The bond associated with the use of Council facilities, (only the waiver of fees for an activity, event or function will be considered)
- Retrospective applications, including refunds

(Refer to the Policy Document for further information on funding criteria)

Priority will be given to –

- Projects/events which support welfare activities
- Projects/events which support the priorities of the various plans adopted by Council
- Projects/events which have not previously received funding
- Areas where there is an obvious and documented community/local need
- Areas where the need is considered greatest

Application for Financial Assistance

Other Grant Funding

Please provide details of funding received from other sources either approved or pending.

We rely on funding which is sourced from donations, sponsorships, and fundraising throughout the year from various individuals, businesses, grants and the local community.

All funding is pending, as we await confirmation.

Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Description of the Project, Service or Event *(attach additional pages if space is insufficient)*

When completing this section please provide as much information as possible including details on the following where applicable:

- What identified community need does this project seek to fulfil?
- If an event, what are the benefits to the Goulburn Mulwaree area e.g. number of visitors
- Who will benefit from the project/event (include target groups and/or users & attach letters of support if applicable)

Goulburn AP&H Society is seeking Goulburn Mulwaree Council's continued financial assistance to help us with our yearly event, the Goulburn Show, to help assist with the costs associated with running this major community event each year, to continue to grow and to ensure another successful show is held.

We are seeking financial assistance of \$2000 to help cover general expenses of running the annual Goulburn Show to be held on the 4th and 5th March 2023 (Gold Sponsorship) Plus in-kind support (waiver of Council fees and charges) for the waste management and cleaning products for the show of \$2000 (we have requested a quote from the waste management and are still waiting for its arrival, late years amounts come to a total of \$1544.68, plus cleaning products \$372.56, which both will be more expensive next year)

Goulburn Show is held annually in March. This event is one of NSW's major Agricultural Shows held in the region. It attracts some of the country's best exhibits and exhibitors, attracting visitors from all over the state, with an estimated crowd of up to and over 8000 people in attendance over the weekend. Goulburn Show was first established in 1880 and is one of Goulburn's longest running and biggest community events.

As we prepare for the year 2023 it will mean that it is 143 years since the Society was formed. Our objective is still to encourage an awareness of agriculture and promote wellbeing amongst the agricultural community, encouraging a sense of "community" amongst the urban and rural population through educational and entertaining activities.

We believe that the request for financial assistance works in with the Council's funding principles to help with a financial contribution to assist with the cost of a community event and/or project to encourage and facilitate active and creative participation in community life, where funds go to help the local community for projects that add value to the community.

This event is consistent to council's delivery program in relation to increasing tourism and being a positive benefit to the local economy generating and attracting tourism to this great city, from far and wide, spending money in our city, having a positive benefit to the local community, promoting the city and local businesses.

All sponsorships and funding received by us are acknowledged via various forms in advertising eg, newspaper, media, radio. The ongoing support of Council has always enhanced the Show's ability to successfully gain funding from other avenues.

We would like to thank Goulburn Mulwaree Council for their past and continuing support, and we look forward to hearing from you soon with a favourable response of your support for this local community event and we respectfully request the Goulburn Mulwaree Council support us again. We would love to meet up with you and discuss this further if you wish.

Financial Information

For applications seeking funding of **\$5,000** and above, the application **must** be accompanied by financial statements.

Application checklist – Please complete before signing the Declaration

- Have you read and understood the guidelines?
- Have you completed ALL sections of the application form?
- Have you attached all relevant supporting information?
- Have you included ALL Financial Information if applicable?
- Has the application been signed?
- Have you kept a copy of your application for your own records?

Declaration

I/We certify that, to the best of my/our knowledge, the information of this application is true and correct

Signature		Signature	
Name	Jacki Waugh	Name	Nestor Ellinopoulos
Position	President	Position	Tresurer

NOTES

- All applications are to be returned to Goulburn Mulwaree Council, Locked Bag 22 Goulburn NSW 2580
- **Incomplete applications or applications with insufficient information will not be accepted.**

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15.11 REQUEST TO WRITE-OFF LEGAL FEES

Author: Revenue Coordinator
 Director Corporate & Community Services
Authoriser: Aaron Johansson, Chief Executive Officer
Attachments: Nil

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Council has incurred legal costs in this matter of \$662.60. These costs are recoverable from the ratepayer unless this request is granted.
Use of Reserve Funds:	Not Applicable

RECOMMENDATION

That

1. The report of the Director of Corporate Community Services and the Revenue Coordinator on the request to write-off legal fees be noted.
2. The request to write-off legal fees for Property ID 1004591 be declined and no further consideration be given to this matter.

BACKGROUND

To seek determination for a request to write off legal fees of \$662.60 allocated to the ratepayers Rates and Charges Account

REPORT

A request has been received seeking a review of a write-off of legal charges allocated to the following property for overdue rates and charges.

Property ID 1004591

GOULBURN NSW 2580

2022/23 Annual Rates \$1,364.88

Rate Arrears as at 20 October 2022 - \$1,029.59

Legal Charges Incurred \$662.60

Council proceeded with legal action and sent a Letter of Demand (LOD) in accordance with Councils debt recovery policy on the 20 September 2022. In addition to the LOD Council staff have sent 1 annual notice, 3 instalment notices and 3 overdue notices. Prior to sending the LOD, Council had not received any payments on the rate account since the 18 December 2021. There had been no return to sender mail indicating the ratepayer was not receiving the notices.

Council’s collection agency Outstanding Collections received a call from someone advising that he was the tenant and had been renting for 3 months, he advised that he did not know the owner and has given the LOD to the Real Estate Agent (he did not advise which agent) and that he doesn’t want to receive any more Council bills for the owner.

After ordering a statement of claim (SLC) on the 20 October 2022 Councils debt recovery agency, Outstanding Collections requested their service agent carry out a personal service of the SLC (standard practice). The service was conducted on the 3 November 2022. The owner came to the

Council and spoke with Customer Service and the Rates Department. He confirmed that he was served the SLC personally but was not sure why as he was unaware that he had rates due. He advised that he had not received any notices from Council for a period of time. After lengthy discussions with the ratepayer, staff believe that the mail was being posted to the correct address but was not being delivered to the property as the owner did not have the suffix 'A' on his letter box just the street number and the house behind him had the street number and the suffix 'A' on his letterbox; this letter box should have had 'B' as confirmed by Councils property department). It should be noted that the ratepayer paid all rates and charges on his account excluding the legal fees.

The ratepayer called later that afternoon to confirm that he had spoken to the neighbour located behind him who confirmed that he had been receiving his mail. They discussed the numbering and agreed to investigate further. In the meantime if mail was received incorrectly, they would ensure that it was passed on to the correct property.

The ratepayer wrote to Council that afternoon and formally requested Council review and write off legal action charged to his account. He has made this request as he has *"not been receiving any mail from Council as I had no idea there was a mailing issue at hand due to the fact I had received a bill late last year from Council. After speaking the tenant behind me who had been receiving my mail we have come to a resolution that in the future we can communicate more to ensure we are both receiving what is ours."* The ratepayer went on to apologise for the error and acknowledged that he is aware that this was not Councils fault but asked that the legal fees be removed.

As Council staff have followed processes in line with their current debt recovery policy it is recommended that the request to remove legal fees be declined.

15.12 2223T0002 GOULBURN WTP CLARIFIER MAINTENANCE WORKS

Author: Director Utilities
Authoriser: Aaron Johansson, Chief Executive Officer
Attachments: 1. Tender Evaluation Plan - Confidential

Link to Community Strategic Plan:	20. Our Infrastructure IN5 Ensure high quality water supply options for the towns in the region.
Cost to Council:	This is major maintenance works for the Goulburn Water Treatment Plant.
Use of Reserve Funds:	\$280,000 budgeted in the 2022/23 budget.

RECOMMENDATION

1. That the report from the Director Utilities on the Request for Tender – 2223T0002 Goulburn WTP Clarifier Maintenance Works be received.
2. Council decline to accept the tenders submitted for the Request for Tender 2223T0002 Goulburn WTP Clarifier Maintenance Works and cancel the current proposal for the contract.
3. Staff review the tender documentation and budget for the scope of this project prior to the calling of a new tender for this work.

BACKGROUND

Council undertook a public Request for Tender (RFT) process in accordance with Section 55 of the Local Government Act, 1993, Local Government (General) Regulation, 2005 and Tendering Guidelines of NSW Local Government (General) Regulation, 2009.

The RFT was for the Goulburn Water Treatment Plant (WTP) Clarifier Maintenance Works at 233 Wheeo Road, Goulburn.

The RFT response was assessed against documented criteria and lump sum value or tendered amounts with the intention of recommending a preferred tenderer to Council.

REPORT

The RFT process started with an advertisement On Tenderlink on 11 October 2022. A mandatory pre-tender site meeting was held as part of the tender process. The closing date for receipt of tenders was 15 November 2022.

Two tenders were received by the closing date from:

- Doolee Constructions Pty Ltd 68 Erindale Road BALCATTWA WA 6021
- Fitt Resources Pty Ltd 27 Awaba Street LISAROW NSW 2250

The Tender Evaluation Panel (TEP) was established. The TEP consisted of:

- Business Manager Water Operations (Chair)
- Operations Engineer Water and Wastewater
- Engineer Water and Wastewater
- Water Operations Engineer

The tender evaluation team commenced the evaluation of tenders on the 16 November 2022. The evaluation criteria were set out in full in the RFT document.

The tender was evaluated on both non-price and price criteria:

- Non-Price – 60%
- Price – 40%

The breakdown of the non-price evaluation criteria and respective weighting are as follows:

- Company Experience and Performance 30%
- Company Capability and Resourcing 30%
- Project Appreciation and Methodology 25%
- Management Systems 10%
- Local Business and Industry Participation 5%

Price was kept separate from the evaluation of the non-price criteria to avoid bias in evaluation. Evaluation of the tenders received against the price and non-price criteria established an overall value for money ranking as shown in the following:

Ranking	Tenderer
1	Fitt Resources Pty Ltd
2	Doolee Constructions Pty Ltd

Both tenderers demonstrated good understanding of the project as well as demonstrated experience completing similar construction works. However, the price submissions from both tenderers significantly exceeded the budgeted amount for these works.

In accordance with Clause 178.3 of the *Local Government Regulation 2005*, a Council that decides not to accept any of the tenders for a proposed contact or receives no tenders for the proposed contacts must, by resolution do one of the following:

- (a) postpone or cancel the proposal for the contract,
- (b) invite, in accordance with clause 167, 168 or 169, fresh tenders based on the same or different details,
- (c) invite, in accordance with clause 168, fresh applications from persons interested in tendering for the proposed contract,
- (d) invite, in accordance with clause 169, fresh applications from persons interested in tendering for contracts of the same kind as the proposed contact,
- (e) enter into negotiations with any person (whether or not the person was a tenderer) with a view to entering into a contact in relation to the subject matter of the tender
- (f) carry out the requirements of the proposed contract itself.

As the tendered price received is above the budget for the project, it is recommended that Council cancel the proposal for the contract. This will allow staff to review the scope of the works and review aspects of the project for redesign and retendering.

15.13 ELECTION ARRANGEMENTS WITH NSW ELECTORAL COMMISSION TO CONDUCT 2024 COUNCIL ELECTION

Author: Business Manager Governance
 Director Corporate & Community Services
Authoriser: Aaron Johansson, Chief Executive Officer
Attachments: Nil

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Unknown at this stage
Use of Reserve Funds:	\$65,000 has been allocated each year over the past four years towards the total cost

RECOMMENDATION

That

1. The report by the Business Manager Governance on the Election Arrangements with NSW Electoral Commission to Conduct 2024 Council Elections be received.
2. The Goulburn Mulwaree Council (“the Council”) resolves:
 - (a) Pursuant to s.296(2) and (3) of the *Local Government Act 1993 (NSW)* (“the Act”) that an election arrangement be entered into by contract for the Electoral Commissioner to administer all elections of the Council.
 - (b) Pursuant to s.296(2) and (3) of the Act, as applied and modified by s.18, that a council poll arrangement be entered into by contract for the Electoral Commissioner to administer all council polls of the Council.
 - (c) Pursuant to s.296(2) and (3) of the Act, as applied and modified by s.18, that a constitutional referendum arrangement be entered into by contract for the Electoral Commissioner to administer all constitutional referenda of the Council.

BACKGROUND

Under section 296AA of the Act, each Council must resolve by 13 March 2023 either to engage the NSW Electoral Commissioner (NSWEC) to administer the Council’s elections, polls and referenda, or that the Council’s elections are to be administered by another electoral services provider.

REPORT

The election arrangement with the NSWEC is a standardised contract for all councils. The service schedule and costs schedule of the standardised contract varies between councils and are made by the NSWEC with each council.

Where a council resolves to engage the NSWEC to administer its elections, polls and referenda, the election arrangement with the NSWEC will apply to the 2024 ordinary election and every election, poll and referendum including any by-election or countback election until the contract is automatically terminated 18 months before the following ordinary election of councillors. The contract with the NSWEC must be finalised no later than 15 months before the next ordinary elections, that being 13 June 2023.

Council engaged the NSWEC to administer its elections in 2021, sharing the returning officer and costs for facilities and advertising with Upper Lachlan Council and Yass Valley Council.

It is proposed that Council would share the returning officer with Upper Lachlan Council and Yass Valley Council for the 2024 ordinary elections. An estimate of the cost to administer the elections will be provided by the NSWEC once Council has resolved to engage the NSWEC.

In considering the use of other electoral services providers, it is important to clarify that they can effectively administer the elections for Council. The key considerations are whether they can administer the complex counts using the proportional system and whether they utilise a method of counting ballot papers that complies with the formality, scrutiny and record keeping provisions contained in the Act and *Local Government (General) Regulation 2021*.

As the NSWEC has considerable expertise and experience in administering elections, and has successfully conducted previous elections for Council, this report recommends that Council resolve to engage the NSWEC to administer its 2024 ordinary elections.

15.14 2023 COUNCIL MEETING DATES

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: Nil

Link to Community Strategic Plan:	CL2 Encourage and facilitate open and respectful communication between the community, the private sector, Council, and other government agencies
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION

That:

1. The report from the Chief Executive Officer on 2023 Council Meeting Dates be received.
2. The 2023 Council Meetings be held at 5pm in the Council Chambers on the first and third Tuesdays of each month except for the following:
 - a) No meeting in January 2023
 - b) There will be one meeting held and in July being on the third Tuesday of July 2023.

BACKGROUND

This report is to seek a decision on the preferred Council meeting start time and dates for 2023.

Council is required by the *Local Government Act 1993* to hold a minimum of 10 meetings per year, each to be in a separate month.

REPORT

It has been Council’s practice for many years to have its meetings on the first and third Tuesdays of each month in the Council Chambers. This report recommends that this practice continues.

In previous years Council has determined there would be no meetings held in January and if one was required there is provision to hold an Extraordinary Meeting.

This report is recommending that only one meeting be held in July. Since July 2020 one meeting was held to give Councillors the opportunity to have a break after the end of the financial year. Staff are focused at this period on the end of financial year processes and thus very little business will need to be determined by Council.

It is proposed that the start time of Council Meetings be changed from a 6pm start to a 5pm start. This change is proposed due to staff working extended hours outside of core business hours to attend these meetings. By moving the meetings forward by one hour this would align more with Council’s core business hours and ensure staff are not performing extended hours creating a WHS risk.

The community’s attendance at Council Meetings is encouraged. The Council Meetings are also live streamed on Council’s website.

15.15 MINUTES OF THE RECREATION AREA COMMITTEE MEETING HELD ON 2 NOVEMBER 2022

Author: Acting Director Operations

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. **Minutes of the Recreation Area Committee Meeting held on 2 November 2022**

RECOMMENDATION

That the report from Mr Rob Hughes, Acting Director Operations in regards to the Recreation Area Committee minutes from Wednesday 2 November 2022 be received.

REPORT

Please find attached the minutes of the Recreation Area Committee from its meeting 2 November 2022 . There were no issues from this committee that require a Council endorsement.



MINUTES

Recreation Area Committee Meeting

2 November 2022

Cr Steve Ruddell	Councillor Representative, Goulburn Mulwaree Council
Cr Andy Wood	Councillor Representative, Goulburn Mulwaree Council
Mrs Margaret Clarke (Alt Rep Mr Gordon Cooper)	Goulburn Poultry Fanciers Association
Mr Dennis Day (Alt Rep Mr Mark Croatto)	Goulburn Harness Racing Club
Mr Mark Day (Alt Rep Mr David Hewitt)	Goulburn Horse Trainers & Owners Assoc
Mr Patrick Day	Goulburn Greyhound Race Club
Mr Peter Frost (Alt Rep Mr Brian Pengelly)	Goulburn Dog Training & Kennel Club
Mrs Iris Greer (Alt Rep Mr Seamus Burbage)	Goulburn Dressage Club
Mr Noel Perrin	Community Representative
Mr Jeff Rowson (Alt Rep Mr Michael Berg)	Goulburn Rodeo Club
Mrs Jacki Waugh (Alt Rep Mr Ron Cullen)	Goulburn AP&H Society
Mr Mark White	Goulburn Basketball Association

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**MINUTES OF GOULBURN MULWAREE COUNCIL
RECREATION AREA COMMITTEE MEETING
HELD AT THE GRACE MILLSOM FUNCTION CENTRE, 47 BRAIDWOOD ROAD, GOULBURN
ON WEDNESDAY, 2 NOVEMBER 2022 AT 4.30PM**

PRESENT: Mr Gordon Cooper - Goulburn Poultry Fancier's Society, Mr Noel Perrin - Community Representative, Mr Patrick Day - Goulburn Greyhound Racing Club, Mr Mark Croatto - Alt rep - Goulburn Harness Racing Club, Mrs Jacki Waugh - Goulburn AP&H Society, Mr David Hewitt - Alt rep - Goulburn Horse Trainers & Owners, Mr Peter Frost - Goulburn Dog Training & Kennel Club, Mr Mark White - Goulburn Basketball Assn, Mr Jeff Rowson - Goulburn Rodeo Club, Mr Michael Berg - Alt rep - Goulburn Rodeo Club, Mr Iris Greer - Goulburn Dressage Club, Mr Robert Hughes - GMC, Mr Ron Cullen- Alt Rep Goulburn AP&H Society, Cr Steven Ruddell

IN ATTENDANCE: Anne Ruddell – GMC, Angela Remington - GMC

1 APOLOGIES

COMMITTEE RESOLUTION 2022/26

Moved: Mr Patrick Day - Goulburn Greyhound Racing Club

Seconded: Mr Noel Perrin - Community Representative

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

CARRIED

2

ACCEPT LATE ITEM

COMMITTEE RESOLUTION 2022/27

Moved: Mr Noel Perrin - Community Representative

Seconded: Mr Mark Croatto - Alt rep - Goulburn Harness Racing Club

A letter was tabled by the Goulburn AP&H Society representative Mrs Jackie Waugh titled Proposed Greyhound Straight Track – Goulburn Recreation Area, dated 31st August 2022 (Council Document Id: #1641025).

That the letter regarding the proposed Greyhound Straight Track described above be accepted as a late item for discussion at the 2nd November 2022 meeting of the Goulburn Recreation Area Committee as Item 5.5 Proposed Greyhound Straight Track Redevelopment.

CARRIED

3 DISCLOSURE OF INTERESTS

No disclosures of interest from any member were submitted to the Goulburn Recreation Area Committee prior to the meeting or declared at this point in the meeting.

4 CONFIRMATION OF MINUTES

4.1 MINUTES OF THE RECREATION AREA COMMITTEE MEETING HELD ON 3 AUGUST 2022

COMMITTEE RESOLUTION 2022/28

Moved: Mr Noel Perrin - Community Representative

Seconded: Mrs Jacki Waugh - Goulburn Pony Club

That the Recreation Area Committee minutes from Wednesday 3 August 2022 be confirmed.

CARRIED

5 ITEMS FOR CONSIDERATION

5.1 ONGOING TASK LIST

COMMITTEE RESOLUTION 2022/29

Moved: Mr Mark White - Goulburn Basketball Assn

Seconded: Mr Patrick Day - Goulburn Greyhound Racing Club

That:

- 1. The report from the Business Manager Community Facilities on the Ongoing Task List be received and the information noted.**
- 2. Items marked as completed are removed from the action list.**

CARRIED

5.2 RECREATION AREA EVENTS

COMMITTEE RESOLUTION 2022/30

Moved: Mrs Jacki Waugh - Goulburn AP&H Society

Seconded: Mr Noel Perrin - Community Representative

That the report from the Recreation Facility Manager on Recreation Area Events be received and the information noted.

CARRIED

5.3 UPCOMING BOOKINGS**COMMITTEE RESOLUTION 2022/31**

Moved: Mr Mark White - Goulburn Basketball Assn

Seconded: Mr Mark Croatto - Alt rep - Goulburn Harness Racing Club

That:

- 1. The report from the Recreation Facility Manager on Upcoming Bookings be received; and**
- 2. The user groups confirm their bookings with the Recreation Facility Manager as soon as possible following the Committee meeting.**
- 3. Goulburn AP&H Christmas dinner has been rescheduled from 11th November 2022 to 10th December 2022 in the Grace Millsom Centre.**
- 4. Goulburn Dressage Club has cancelled the training day scheduled for the 12th November 2022 due to flooding.**

CARRIED

5.4 GOULBURN AP&H SOCIETY CAPITAL WORKS REQUEST**COMMITTEE RESOLUTION 2022/32**

Moved: Mr Iris Greer - Goulburn Dressage Club

Seconded: Mr Mark Croatto - Alt rep - Goulburn Harness Racing Club

That

- 1. The report from the Acting Director Operations be received**
- 2. The request from the Goulburn AP&H Society for the extension of the Live Stock cover is not supported, until such time as the Goulburn Greyhound Racing Club finalise their development application for their proposed upgrades.**
- 3. The request from the AP&H Society be deferred pending the outcome of the Greyhound upgrade development application process**

CARRIED

5.5 PROPOSED GREYHOUND STRAIGHTS TRACK REDEVELOPMENT

COMMITTEE RESOLUTION 2022/33

Moved: Mr Mark Croatto - Alt rep - Goulburn Harness Racing Club

Seconded: Mr Michael Berg - Alt rep - Goulburn Rodeo Club

That

- 1. The letter dated 31st August 2022 from the AP&H Society titled Proposed Greyhound Straight Track – Goulburn Recreation Area be received and the information noted**
- 2. The minutes from the consultation meetings on Friday 4th November 2022 to be distributed to all members of the Recreation Area Committee**
- 3. Once the Development Application by Greyhounds NSW has been lodged an additional Recreation Area Committee meeting can be held to outline the DA process and contents of the DA.**

CARRIED

6 GENERAL BUSINESS

Community Representative – Mr Noel Perrin

- Nil to report

Goulburn Greyhound racing Club – Mr Patrick Day

- Nil to report

Goulburn Basketball Association

- Nil to report

Goulburn Dressage Club – Mrs Iris Greer

- Mrs Iris Greer presented written correspondence sent to Council regarding a request for a waiver or reduction in licence fees. This was presented to the Chairperson – Cr Ruddell. The request was rejected by Council, Goulburn Dressage Club requested the Chairperson follow up with a further explanation as to why this was rejected.
- Discussed concerns with lack of access to Dressage shed and grounds following multiple flood events – they have only been able to hold one event this year
- AGM is coming up and the club will discuss options for an alternate location to operate

AP&H Society – Mrs Jackie Waugh

- Preparations are underway for the 2023 Goulburn Show
- Participated in the Lilac Festival parade
- Grant has been received for \$25,000 towards the installation of a tank to service the new stockyard cover
- Young women's presentation dinner coming up in December

Goulburn Horse Trainers and Owners Association – Mr David Hewitt

- Nil to report

Harness Club – Mr Mark Croatto

- Brad Hewitt (local trainer) recently won the premier two year old race event
- The recent flood events at the Goulburn Recreation Area have impacted the Sand Training Track, resulting in overuse of the main racing track whilst awaiting repairs and drying out of the affected area.
- A ten race meeting held last week, a nine race meeting at the previous race day.

Rodeo Club – Mr Michael Berg

- Requested Council to investigate water pooling issues on the entrances to the Rodeo area and new livestock cover, for a solution. The water pooling is restricting access and use of their space.

- Bullarama held for the first time late October. This was a huge success with over 2,500 people attending. Will potentially become an annual event.

Dog Training & Kennel Club – Mr Peter Frost

- The club has also had no income this year due to cancellation of 4 shows
- Training is also limited due to rain and flooding
- Discussed the state of the river contributing to flood issues

Poultry Club – Mr Gordon Cooper

- Discussed options to build an additional shed in the enclosed outdoor area
- Plans will be tabled at a future recreation area committee meeting if this is to proceed

7 TASK LIST FROM THIS MEETING

Officer	Action	Status
Council Officer	Follow up to investigate if Recreation Area by-laws are still in existence	February 2023 meeting
Council Officer	Minutes from Friday 4 th November Greyhound upgrade consultation meetings be sent to all committee members	November 2022
Council Officer	Provide a report to a future meeting of the Recreation Area around permissible advertising at the Goulburn Recreation Area.	February 2023 meeting
Council Officer	Investigate water pooling at the entrance to the Rodeo Arena and new Livestock Cover.	November 2022
Goulburn Poultry Fanciers Association	Present to a future meeting plans for proposed new shed at the southern end of the current Poultry Pavilion.	TBC

The Meeting closed at 5.35pm.

The next meeting of the Recreation Area Committee will be held on Wednesday 1st February 2023 at 4.30pm in the Grace Millsom Function Centre.

The minutes of this meeting were confirmed at the Recreation Area Committee Meeting held on .

.....
CHAIRPERSON

15.16 EXTERNAL MEETING MINUTES

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Country Mayors Meeting Minutes 18 November 2022  

Link to Community Strategic Plan:	27. Our Civic Leadership CL3 Collaborate and cooperate to achieve efficiencies and a greater voice in regional decision-making, and encourage similar cooperation across other sectors and community groups.
Cost to Council:	There are no financial implications for this report
Use of Reserve Funds:	Nil

RECOMMENDATION

That the report from the Chief Executive Officer on the following External Meeting Minutes be received:

1. Country Mayors Meeting 18 November 2022

REPORT

Please find attached the minutes from the:

1. Country Mayors Meeting 18 November 2022



Country Mayors Association of NEW SOUTH WALES Inc

Chairperson: Cr Ken Keith
PO Box 337 Parkes NSW 2870
02 6861 2333
ABN 92 803 490 533

AGM MINUTES

ANNUAL GENERAL MEETING

FRIDAY, 18 NOVEMBER 2022, THEATRETTE, PARLIAMENT HOUSE, SYDNEY

The meeting opened at 10.45 a.m.

1. ATTENDANCE:

Armidale Regional Council, Mayor, Cr Sam Coupland, Mayor
Ballina Shire Council, Cr Sharon Cadwallader, Mayor
Bathurst Regional Council, Cr Robert Taylor, Mayor
Bega Valley Shire Council, Cr Russell Fitzpatrick, Mayor
Bellingen Shire Council, Cr Steve Allan, Mayor
Berrigan Shire Council, Cr Matthew Hannan, Mayor
Bland Shire Council, Cr Brian Monaghan, Mayor
Bland Shire Council, Mr Grant Baker General Manager
Blayney Shire Council, Cr Scott Ferguson, Mayor
Blayney Shire Council, Mr Mark Dicker, General Manager
Byron Shire Council, Cr Michael Lyon, Mayor
Byron Shire Council, Mr Mark Arnold, General Manager
Coolamon Shire Council, Cr David McCann, Mayor
Coolamon Shire Council, Mr Tony Donoghue, General Manager
Coonamble Shire Council, Cr Tim Horan, Mayor
Coonamble Shire Council, Mr Ross Earl, Acting General Manager
Dubbo Regional Council, Cr Mathew Dickerson, Mayor
Dungog Shire Council, Cr John Connors, Mayor
Gilgandra Shire Council, Cr Doug Batten, Mayor
Gilgandra Shire Council, Mr David Neeves, General Manager
Glen Innes Shire Council, Cr Rod Banham, Mayor
Glen Innes Shire Council, Cr Troy Arandale, Deputy Mayor
Goulburn Mulwaree Council, Cr Bob Peter Walker, Mayor
Goulburn Mulwaree Council, Mr Aaron Johansson, CEO
Gunnedah Shire Council, Cr Jamie Chaffey, Mayor
Gunnedah Shire Council, Mr Eric Growth, General Manager
Gwydir Shire Council, Cr John Coulton, Mayor
Hilltops Council, Cr Margaret Roles, Mayor
Inverell Shire Council, Cr Paul Harmon, Mayor
Kempsey Shire Council, Cr Leo Hauville, Mayor
Kempsey Shire Council, Mr Craig Milburn, General Manager
Kiama Municipal Council, Cr Neil Reilly, Mayor

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Kiama Municipal Council, Ms Jane Stroud, General Manager
Kyogle Council, Cr Kylie Thomas, Mayor
Lachlan Shire Council, Cr John Medcalf, Mayor
Liverpool Plains Shire Council, Cr Doug Hawkins, Mayor
Liverpool Plains Shire Council, Ms Joanna Sangster, General Manager
Lockhart Shire Council, Cr Greg Verdon, Mayor
Lockhart Shire Council, Mr Peter Veneris, General Manager
Mid-Western/Mudgee Regional Council, Cr Des Kennedy, Mayor
Mid-Western/Mudgee Regional Council, Mr Brad Cam, General Manager
Murray River Council, Cr Christopher Bilkey, Mayor
Murray River Council, Mr Terry Dodds, General Manager
Narrabri Shire Council, Cr Ron Campbell, Mayor
Narrandera Shire Council, Mr George Cowan, General Manager
Narromine Shire Council, Cr Craig Davies, Mayor
Parkes Shire Council, Cr Ken Keith, Mayor
Port Stephens Council, Cr Ryan Palmer, Mayor
Port Stephens Council, Mr Tim Crosdale, General Manager
Shoalhaven City Council, Cr Paul Ell, Deputy Mayor
Singleton Council, Cr Sue Moore, Mayor
Snowy Valleys Council, Cr Ian Chaffey, Mayor
Tamworth Regional Council, Cr Russell Webb, Mayor
Temora Shire Council, Cr Rick Firman, Mayor
Temora Shire Council, Mr Gary Lavelle, General Manager
Tenterfield Shire Council, Cr Bronwyn Petrie, Mayor
Upper Lachlan Shire Council, Cr Pam Kensit, Mayor
Uralla Shire Council, Cr Bob Crouch, Deputy Mayor
Uralla Shire Council, Ms Christine Valencius,, Director Corporate and Community
Wagga Wagga City Council, Cr Dallas Tout, Mayor
Walcha Council, Cr Eric Noakes, Mayor
Walcha Council, Mr Barry Omundson, General Manager
Warren Shire Council, Cr Milton Quigley, Mayor
Warrumbungle Shire Council, Cr Ambrose Doolan, Mayor
Warrumbungle Shire Council, Mr Roger Bailey, General Manager
Weddin Shire Council, Cr Craig Bembrick, Mayor
Weddin Shire Council, Ms Noreen Vu, General Manager
Wingecarribee Shire Council, Mr Viv May, Interim Administrator
Wingecarribee Shire Council, Ms Lisa Miscamble, General Manager
ALGA, Cr Linda Scott, President
Office of Local Government, Ms Ally Dench, Executive Director
Office of Local Government, Ms Karen Purser, Manager Engagement

APOLOGIES

AS READ

2. ADOPTION OF MINUTES OF PREVIOUS MEETING:

RESOLVED that the minutes of the Adjourned Annual General Meeting held on 11 March 2022 be accepted as a true and accurate record (Temora Shire Council / Bathurst Regional Shire Council).

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3. Chairman's Report

Chairman Cr Ken Keith outlined the years highlights and thanked everybody for their support during his terms

RESOLVED That the Chairman's report be received and noted (Parkes Shire Council /Bathurst Regional Council)

4. Secretaries Report – Financial Report

RESOLVED That the financial reports for the 2021/22 year as tabled be accepted (Narromine Shire Council Council/ Bland Shire Council)

5. Position of Immediate Past President

RESOLVED that notice of 2 months be given to members to change the Associations Constitution to provide for the position of Immediate Past President to be a member of the Executive (Singleton Council / Goulburn Mulwaree Council)

6. Returning Officer

RESOLVED That the Returning Officer for the conduct of the elections be Mr Allan Burgess (Inverell Shire Council / Bland Shire Council)

7. Election of Office Bearers**7.1 Chairperson**

The Returning Officer advised that nominations closed on the 15 November 2022 and that he had received one nomination in writing for Cr Jamie Chaffey, Gunnedah Shire Council, who was nominated by Temora Shire Council and Narromine Shire Council. As there was only one nomination the Returning Officer declared Cr Jamie Chaffey elected Chairman for the 2022/23 and 2023/24 years

7.2 Vice Chairperson

The Returning Officer advised that nominations closed on the 15 November 2022 and that he had received one nomination in writing. for Cr Rick Firman, Mayor, Temora Shire Council who was nominated by Gunnedah Shire Council and Narromine Shire Council As there was only one nomination the Returning Officer declared Cr Rick Firman elected as Vice Chairperson for the 2022/23 years

7.3 Secretary/Public Officer

RESOLVED That Mr Eric Growth General Manager Gunnedah Shire Council, be appointed Secretary/Public Officer (Parkes Shire Council / Uralla Shire Council)

7.4 Executive

Twelve nominations were received for the eight ordinary members of the Executive Committee. Nominations were received for Clr Sam Coupland Armidale Regional Council, Clr Craig Davies, Narromine Shire Council, Clr Russell Fitzpatrick, Bega Valley Shire Council, Clr Matthew Hannan, Berrigan Shire Council, Clr Paul Harmon, Inverell Shire Council, Clr Pam Kensit, Upper Lachlan Shire Council, Cr Ken Keith, Parkes Shire Council, Clr John Medcalf, Lachlan Shire Council, Clr

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Phyllis Miller, Forbes Shire Council, Clr Sue Moore, Singleton Council, Clr Kylie Thomas, Kyogle Council and Clr Russell Webb, Tamworth Regional Council As it was resolved earlier in the meeting that the Immediate Past President shall be a committee member when the constitution is changed Cr Ken Keith withdrew his nomination from the ballot leaving eleven nominations for eight positions. Ballot papers were distributed and a count of the ballot papers was conducted by Clr Linda Scott and Ms Ally Dench. The meeting continued

8. Signatories to CMA Bank Accounts

RESOLVED that the signatories to the CMA Bank Accounts No 260210575727 and No 250210246625 be the General Manager, CFO (Accountant), and Director Corporate Services of Gunnedah Shire Council (Gwydir Shire Council / Upper Lachlan Shire Council)

9. SETTING OF ANNUAL MEMBERSHIP FEES

RESOLVED That the fees for the 2022/23 year remain at \$750 for Councils with a population of 10,000 and over, and Councils with a population of less than 10,000 paying 75% \$562.50 (Lockhart Shire Council / Inverell Shire Council)

8. Secretariat

RESOLVED That Allan Burgess trading as Alkanat Consulting be appointed the Secretariat (Gwydir Shire Council / Dubbo Lachlan Council)

9. Meeting dates for 2021

RESOLVED that the meeting dates for 2023 be 10 March, 26 May, 4 August and 3 November (Coonamble Shire Council / Inverell Shire Council)

10. Executive

To allow the counting of votes to continue the AGM was adjourned at 11.07am and resumed at 11.52am

Following the count of the votes the Returning Officer declared the following delegates elected to the Executive for the 2022/23 and 2023/24 years

- Clr Russell Webb Tamworth Regional Council
- Clr Sam Coupland Armidale Regional Council
- Clr Craig Davies Narromine Shire Council
- Clr Russell Fitzpatrick Bega Valley Shire Council
- Cr Kylie Thomas Kyogle Council
- Clr Sue Moore Singleton Council
- Clr John Medcalf Lachlan Shire Council

- Clr Phyllis Miller Forbes Shire Council

There being no further business the meeting closed at 11.54 am.

Cr Ken Keith
Chairman Country Mayor's Association of NSW



Country Mayors Association Inc of NEW SOUTH WALES

Chairperson: Cr Ken Keith OAM
PO Box 337 Parkes NSW 2870
02 6861 2333
ABN 92 803 490 533

MINUTES

GENERAL MEETING

FRIDAY, 18 NOVEMBER 2022 THEATRETTE, PARLIAMENT HOUSE, SYDNEY

The meeting opened at 8.32 a.m.

1. ATTENDANCE:

Armidale Regional Council, Mayor, Cr Sam Coupland, Mayor
Ballina Shire Council, Cr Sharon Cadwallader, Mayor
Bathurst Regional Council, Cr Robert Taylor, Mayor
Bega Valley Shire Council, Cr Russell Fitzpatrick, Mayor
Bellingen Shire Council, Cr Steve Allan, Mayor
Berrigan Shire Council, Cr Matthew Hannan, Mayor
Bland Shire Council, Cr Brian Monaghan, Mayor
Bland Shire Council, Mr Grant Baker General Manager
Blayney Shire Council, Cr Scott Ferguson, Mayor
Blayney Shire Council, Mr Mark Dicker, General Manager
Byron Shire Council, Cr Michael Lyon, Mayor
Byron Shire Council, Mr Mark Arnold, General Manager
Coolamon Shire Council, Cr David McCann, Mayor
Coolamon Shire Council, Mr Tony Donoghue, General Manager
Coonamble Shire Council, Cr Tim Horan, Mayor
Coonamble Shire Council, Mr Ross Earl, Acting General Manager
Dubbo Regional Council, Cr Mathew Dickerson, Mayor
Dungog Shire Council, Cr John Connors, Mayor
Gilgandra Shire Council, Cr Doug Batten, Mayor
Gilgandra Shire Council, Mr David Neeves, General Manager
Glen Innes Shire Council, Cr Rod Banham, Mayor
Glen Innes Shire Council, Cr Troy Arandale, Deputy Mayor
Goulburn Mulwaree Council, Cr Bob Peter Walker, Mayor
Goulburn Mulwaree Council, Mr Aaron Johansson, CEO
Gunnedah Shire Council, Cr Jamie Chaffey, Mayor
Gunnedah Shire Council, Mr Eric Growth, General Manager
Gwydir Shire Council, Cr John Coulton, Mayor
Hilltops Council, Cr Margaret Roles, Mayor
Inverell Shire Council, Cr Paul Harmon, Mayor

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Kempsey Shire Council, Cr Leo Hauville, Mayor
Kempsey Shire Council, Mr Craig Milburn, General Manager
Kiama Municipal Council, Cr Neil Reilly, Mayor
Kiama Municipal Council, Ms Jane Stroud, General Manager
Kyogle Council, Cr Kylie Thomas, Mayor
Lachlan Shire Council, Cr John Medcalf, Mayor
Liverpool Plains Shire Council, Cr Doug Hawkins, Mayor
Liverpool Plains Shire Council, Ms Joanna Sangster, General Manager
Lockhart Shire Council, Cr Greg Verdon, Mayor
Lockhart Shire Council, Mr Peter Veneris, General Manager
Mid-Western/Mudgee Regional Council, Cr Des Kennedy, Mayor
Mid-Western/Mudgee Regional Council, Mr Brad Cam, General Manager
Murray River Council, Cr Christopher Bilkey, Mayor
Murray River Council, Mr Terry Dodds, General Manager
Narrabri Shire Council, Cr Ron Campbell, Mayor
Narrandera Shire Council, Mr George Cowan, General Manager
Narromine Shire Council, Cr Craig Davies, Mayor
Parkes Shire Council, Cr Ken Keith, Mayor
Port Stephens Council, Cr Ryan Palmer, Mayor
Port Stephens Council, Mr Tim Crosdale, General Manager
Shoalhaven City Council, Cr Paul Ell, Deputy Mayor
Singleton Council, Cr Sue Moore, Mayor
Snowy Valleys Council, Cr Ian Chaffey, Mayor
Tamworth Regional Council, Cr Russell Webb, Mayor
Temora Shire Council, Cr Rick Firman, Mayor
Temora Shire Council, Mr Gary Lavelle, General Manager
Tenterfield Shire Council, Cr Bronwyn Petrie, Mayor
Upper Lachlan Shire Council, Cr Pam Kensit, Mayor
Uralla Shire Council, Cr Bob Crouch, Deputy Mayor
Uralla Shire Council, Ms Christine Valencius,, Director Corporate and Community
Wagga Wagga City Council, Cr Dallas Tout, Mayor
Walcha Council, Cr Eric Noakes, Mayor
Walcha Council, Mr Barry Omundson, General Manager
Warren Shire Council, Cr Milton Quigley, Mayor
Warrumbungle Shire Council, Cr Ambrose Doolan, Mayor
Warrumbungle Shire Council, Mr Roger Bailey, General Manager
Weddin Shire Council, Cr Craig Bembrick, Mayor
Weddin Shire Council, Ms Noreen Vu, General Manager
Wingecarribee Shire Council, Mr Viv May, Interim Administrator
Wingecarribee Shire Council, Ms Lisa Miscamble, General Manager
LGNSW, Cr Darriea Turley, President
ALGA, Cr Linda Scott, President
Office of Local Government, Ms Ally Dench, Executive Director
Office of Local Government, Ms Karen Purser, Manager Engagement

APOLOGIES:

As submitted

SPECIAL GUESTS

- (a) Cr Linda Scott, President, ALGA
- (b) Cr Darriea Turley Am, President, LGNSW

- (c) Mr Craig Carmody, CEO, Port of Newcastle
- (d) Hon Wendy Tuckerman MP, Minister for Local Government
- (e) Ms Carmel Donnelly PSM, Chair, Independent Pricing and Regulatory Tribunal (IPART) NSW

2. ADOPTION OF MINUTES OF PREVIOUS MEETING:

RESOLVED that the minutes of the General Meeting held on 5 August 2022 be accepted as a true and accurate record (Lachlan Shire Council / Kiama Municipal Council).

3. Matters Arising from the Minutes

NIL

4. Mr Craig Carmody, CEO, Port of Newcastle

Mr Carmody thanked councils for their support which made a historic difference in seeking the removal of the financial penalty to build the container terminal. Newcastle is the largest port on the east side of Australia and the only port to access inland rail. The port currently is only being 50% utilized. Coal is 70% of the ports income and by 2030 50% of income will come from non coal. Special mention was given to the support from the member of Northern Tablelands, Lake Macquarie, Upper Hunter and the Treasurer Matt Kean. The Bill has passed parliament and is awaiting the Governors assent. The container terminal will cost \$2.4billion to build and will be fully automated on 90 hectares and will take 5 years to get to operational status. The northwest and central west are the ports catchment areas and intermodals are planned for Moree, Narrabri, Gunnedah and Tamworth which will result in lower freight costs, use direct rail to the port, an opportunity to establish storage and packing facilities and be a rail heavy port.

5. Cllr Linda Scott, President, ALGA, Update

Cllr Scott reported on wins from the Federal Budget, the replacement of the building Better Regions Fund with Growing Regions Program and the Precincts Partnership Program, the new Housing Accord, the Independent Inquiry into Australia's Response to COVID 19, Regional Banking Closures and new Childcare Legislation, the National State of the Assets Report and the Final Report-SGS-Local Government -Productivity-Research Report

6. Cllr Darriea Turley AM, President, LGNSW, Update

Cllr Turley AM provided a report on the work of LGNSW since the last meeting including the Annual Conference 2022, and Severe Flooding in NSW and gave an advocacy update on Statewide Roads Emergency, the Federal Budget, IPART Rate Peg 2023/24 and review of Methodology, RFS Assets, and Agritourism Reforms. The Association had advocacy wins with Pothole Funding, IPART Review of

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Domestic Waste Management Charges, Standard Conditions of Consent Implementation, New Cemetery Licensing Scheme and Unlocking Homes Program

4. Membership

RESOLVED that Byron Shire Council and Lismore City Council be admitted as members of the Association (Gunnedah Shire Council / Singleton Council)

5. Immediate Past President

RESOLVED that notice of 2 months be given to members to change the Associations Constitution to provide for the position of Immediate Past President to be a member of the Executive (Gunnedah Shire Council / Goulburn Mulwaree Council)

6. CORRESPONDENCE

Outward

- (a) Mr Tom O'Dea, Head of NBN Local NSW, thanking him for his presentation at our meeting held on the 5 August 2022
- (b) Cr Jacob Cass, Centre Manager, Parkes Country Universities Centre, thanking him for his presentation at our Skills Forum on the 4 August 2022
- (c) Cr Rick Firman thanking him for his participation in the Skills Forum held on the 4 August 2022
- (d) The Hon Fiona Hash, National Commissioner for Rural Education, thanking her for her presentation at our Skills Forum held on the 4 August 2022
- (e) The Hon Alister Henskens MP, Minister for Skills and Training, Minister for Science, Innovation and Technology, thanking him for his presentation to our Skills Forum held on the 4 August 2022
- (f) Mr Edward Cavanough, Executive Director and Director Policy, McKell Institute, thanking him for his presentation at our Skills Forum held on the 4 August 2022
- (g) Mr Tim Crakanthorp MP, Shadow Minister for Skills and TAFE and Shadow Minister for Tertiary Education, thanking him for his presentation at our Skills Forum held on the 4 August 2022
- (h) The Hon Anthony Roberts MP, Minister for Planning and Minister for Homes, thanking him for his presentation at our meeting held on the 5 August 2022
- (i) Ms Amy Dumbrell, Acting Director, Biodiversity Offsets Scheme and Dr Louisa Mamouney, Acting Executive Director, Biodiversity Credit Supply Fund and Taskforce, thanking them for their presentation at our meeting held on the 5 August 2022
- (j) Mr Justin Clancy MP, Parliamentary Secretary for Health, thanking him for his presentation at our meeting held on the 5 August 2022
- (k) The Hon Paul Toole MP, Deputy Premier, Minister for Regional NSW and Minister for Police, requesting a meeting to discuss regional and rural policing
- (l) The Hon Dominic Perrottet MP, Premier, extending an invitation to attend and present at our meeting to be held on the 18 November 2022
- (m) Mr Chris Minns MP, Leader of the Opposition, extending an invitation to attend and present at our meeting to be held on the 18 November 2022
- (n) The Hon Kristy McBain MP, Minister for Regional Development, Local Government and Territories, extending an invitation to attend and present at our meeting to be held on the 18 November 2022

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- (o) The Hon Anthony Roberts MP, Minister for Planning and Minister for Homes, requesting a review of the Biodiversity Offset Scheme to overcome current difficulties being experienced in regional and rural NSW
- (p) The Hon James Griffin MP, Minister for Environment and Heritage, requesting a review of the Biodiversity Offset Scheme to overcome current difficulties being experienced in regional and rural NSW
- (q) Mr Vik Naidoo, Chief Strategy and Commercial Officer, TAFE NSW, outlining the Skills Forum suggestions for positive change and as the officer responsible for emerging market opportunities seeking ways to work together to improve skills acquisition in regional and rural NSW
- (r) The Chief Executive Officer, Australian Local Government Association, seeking a meeting to discuss the overturning by the Board of the adopted resolution to conduct a review of the Financial Assistance Grant Act 1995
- (s) The Hon Alister Henskens MP, Minister for Skills and Training, Minister for Science, Innovation and Technology, seeking a meeting with him to discuss skills issues that affect regional and rural NSW
- (t) The Hon Kristy McBain MP, Minister for Regional Development, Local Government and Territories requesting a review of the FAD's ACT
- (u) The Hon Andrew Gee MP, Shadow Minister for Regional Development, local Government and Territories requesting support for a review of the FAG's Act
- (v) The Hon Wendy Tuckerman MP, Minister for Local Government advising that the Association does not believe that councils are owners of RFS assets and that councils should maintain their position not to include them in their accounts if they wish to do so
- (w) Clr Linda Scott, President, ALGA forwarding copy of the letter to Minister McBain regarding a review of the FAG's Act

Inward

- (a) The Hon Mark Butler MP, Minister for Health and Aged Care regarding the Distribution Priority Area (DPA) changes
- (b) The Hon Bronnie Taylor MLC, Minister for Women, Minister for Regional Health, and Minister for Mental Health regarding regional and rural health initiatives
- (c) Cr Darriea Turley AM, President LGNSW, regarding The Building Better Regions Fund
- (d) Craig Carmody, CEO, Port of Newcastle, regarding the development of Newcastle Deepwater Container Terminal
- (e) Julie Briggs, CEO, Riverina JO, forwarding copy of correspondence sent to the Premier regarding construction times for major infrastructure works
- (f) Julie Briggs, CEO, Riverina JO, forwarding correspondence to Minister Roberts regarding introduction of Local Activation Precincts
- (g) Gwydir Shire Council thanking Country Mayors for our continuing efforts in respect of RFS Asset ownership
- (h) Cr Darriea Turley AM, President LGNSW to Clr Ken Keith OAM, on behalf of the LGNSW Board, Executive, our staff and members, thank you for your dedicated and highly respected service leading the CMA, and we look forward to continuing our strong alliance with the association.

NOTED

7. FINANCIAL REPORT

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RESOLVED That the financial reports for the last quarter were tabled and accepted (Inverell Shire Council / Kiama Municipal Council)

8. Hon Wendy Tuckerman MP, Minister for Local Government

The Minister thanked the Association for the opportunity to speak to members and advised that major efforts were going into advocacy for the rural roads emergency but current funding is not touching the surface. Approaches are being made to the Commonwealth Government for assistance. Legislation has passed for a Reconstruction Authority and there has been a focus on sustainability and input into the IPART rate increase. Legislation is to be enacted on misconduct after a consultancy period. The Emergency Services Levy will need to be increased

The General Meeting adjourned at 10.45am for the Annual General Meeting and resumed at 11.07am

9. Ms Carmel Donnelly PSM, Chair, Independent Pricing and Regulatory Tribunal (IPART) NSW

IPART have been asked to investigate and make recommendations on:

1. options to set the rate peg methodology to ensure it is reflective of inflation and costs of providing local government goods and services
2. options to stabilise volatility in the rate peg and options for capturing more timely changes in council costs and inflation
3. alternate data sources to measure changes in councils' costs
4. options for capturing changes in councils' costs caused by external factors outside councils' control
5. the effectiveness of current Local Govt Cost index approach
6. the effectiveness of the population growth factor in achieving its intended purpose.

The current rate components are Rate Peg, Change in LGCI, Population Factor, Productivity Factor and Other Adjustments

Key issues so far are reflecting changes in inflation and costs, accuracy and predictability, accounting for new services and responsibilities, is the population factor working as intended, is climate change driving up costs and reducing complexity. The final report is expected to be available in May 2023. Workshops will be held at Wagga Wagga, Sydney, and Tamworth as well as online specifically for regional and rural and metropolitan

The General Meeting was adjourned at 11.52am for Annual General Meeting election results and resumed at 11.54

10. Presentation

Clr Jamie Chaffey Chairman, thanked outgoing Chairman Clr Ken Keith for his contribution to the Association and to the Executive Committee and for his leadership over the past two years and Clr Rick Firman Vice Chairman, presented a gift to Clr Keith on behalf of the members of the Association

11. CMA State Election Priority – March 2023

The Executive have endorsed a discussion paper on the March 2023 State Election Priorities and Cllr Chaffey Chairman outlined the "Asks" that the Association proposes to put to political leaders in the leadup to the State election in respect to

- Skills and Education
- Health Services
- Roads and Transport
- Water Security
- Housing
- Crime, Law and Order
- Telecommunications Blackspot Coverage
- Disaster Preparedness and Funding

A number of suggestions were received by members such as comparing Bocsar crime statistics with other states with more police, reviewing why police are not coming to Regional and Rural NSW and to add the Red Fleet

It is important that Country Mayors get the Governments and Oppositions responses to the "Asks"

RESOLVED that the Country Mayors Association adopt the discussion paper in principle and members be asked for feedback to be received by the Secretariat by the 2 December 2022 (Gunnedah Shire Council / Gilgandra Shire Council)

12. Hon Adam Marshall MP

Mr Marshall thanked members for their efforts in supporting the Port of Newcastle container terminal. The change was made in a bipartisan way. He stressed that Country Mayors will have a lot of influence in getting changes for the benefit of Regional and Rural NSW. There are a lot of opportunities to get commitment from political parties. Speak to parliamentarians and get change

13. Bland Shire Council RFS Assets

A motion was moved by Bland Shire Council / Inverell Shire Council that Country Mayors forward a letter to all NSW MP's asking for their position on the RFS assets and how the depreciation should be handled

An amendment was moved by Gunnedah Shire Council / Lachlan Shire Council that a letter be written to all political parties asking their position on the RFS assets and how the depreciation should be handled

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

RESOLVED that a media release be prepared on the RFS assets (Goulburn Mulwaree Council / Bland Shire Council)

14. Scholarships Sub Committee Report

RESOLVED that the Scholarships Sub Committee Report on providing a scholarship to an existing CMA member staff be adopted (Temora Shire Council / Gunnedah Shire Council)

15. Use of Building Better Regions Fund Round 6

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RESOLVED that Due to the removal of the Federal Building Better Regions Fund and the criteria for the new Growing Region Program (yet to be released) members of the Country Mayors Association call on the Federal Government to establish a supplementary round of the Local Roads and Community Infrastructure Fund. This supplementary funding will assist Local Councils to fund the renewal and replacement of roads and community infrastructure damaged by weather events over the past two years.(Goulburn Mulwaree Council / Bland Shire Council)

There being no further business the meeting closed at 1.05pm.

Cr Ken Keith OAM
Chairman Country Mayor's Association of NSW

16 CLOSED SESSION

Council must resolve to move into Closed Session to deal with any items under s10 *Local Government Act 1993*.

There were no closed session reports for determination.

17 CONCLUSION OF THE MEETING

The Mayor will close the meeting.